



## Interoffice Memorandum

## AGENDA ITEM

December 15, 2016

TO: Mayor Teresa Jacobs

~~AND~~

Board of County Commissioners

FROM: James E. Harrison, Esq., P.E., Chairman  
Roadway Agreement Committee  
407.336.5610

SUBJECT: January 10, 2017 – Consent Item  
Palm Parkway to Apopka-Vineland Connector Road Fourth Supplemental Agreement

The Fourth Supplemental to the Palm Parkway to Apopka-Vineland Connector Road Agreement ("Fourth Supplemental") by and among Daryl M. Carter, not individually but as Trustee under a Florida land trust known and designated as "Carter-Orange 105 Sand Lake Trust"; Kerina, Inc.; Kerina Village, LLC; Kerina Wildwood, LLC; Pulte Home Corporation (collectively "Owners") and Orange County provides for a modification of the terms of the Apopka-Vineland Connector Road Agreement as approved by the Board of County Commissioners on 12/05/2005 and recorded at OR Book/Page 8387/3416. A Third Supplemental, which provides for a modification of the terms of the landscaping requirements, is being considered with this Fourth Supplemental. The Fourth Supplemental provides for the alternative construction of the southeastern segment from Palm Parkway to Station 525 as shown on the construction plans by a Segmenting Owner and outlines the bid process and revises the definition of several Defined Terms in the agreement to change the segmentation of the road for purposes of the agreement, once this portion of the road has been constructed.

The Roadway Agreement Committee approved the Fourth Supplemental Agreement on December 14, 2016. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

**ACTION REQUESTED: Approval and execution of Palm Parkway to Apopka-Vineland Connector Road Fourth Supplemental Agreement by and among Daryl M. Carter, Kerina, Inc., Kerina Village, LLC, Kerina Wildwood, LLC, Pulte Home Corporation, and Orange County, Florida to provide for construction of the southeastern section of the Connector Road by Segmenting Owner. District 1**

JEH|HEGB:rep  
Attachments

This document prepared by and returned to:

Shutts & Bowen LLP

Attn: Daniel T. O'Keefe, Esq.

300 South Orange Avenue

Suite 1000

Orlando, FL 32801

APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

Tax Parcel Identification Numbers: BCC Mtg. Date: January 10, 2017

10-24-28-0000-00-053

14-24-28-1242-60-000

14-24-28-1242-66-000

14-24-28-1242-66-001

15-24-28-0000-00-016

15-24-28-5844-00-050

15-24-28-5844-00-071

15-24-28-5844-00-211

15-24-28-7774-00-002

15-24-28-7774-00-010

15-24-28-7774-00-020

15-24-28-7774-00-022

#### **PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD FOURTH SUPPLEMENTAL AGREEMENT**

This PALM PARKWAY TO APOPKA-VINELAND CONNECTOR ROAD FOURTH SUPPLEMENTAL AGREEMENT (this “**Fourth Supplemental Agreement**”), effective as of the latest date of execution (the “**Effective Date**”), is made and entered into by and among Daryl M. Carter, not individually but as Trustee under a Florida land trust known and designated as “CARTER-ORANGE 105 SAND LAKE LAND TRUST” (the “**Trust**”), created pursuant to Section 689.071, Florida Statutes, and existing under and by virtue of an unrecorded trust agreement dated effective as of April 10, 2008, as the same may have been, and may hereafter be, amended from time to time, whose address is 3333 South Orange Avenue, Suite 200, Orlando, Florida 32806, Attention Daryl M. Carter, Trustee; KERINA, INC., a Delaware corporation, KERINA VILLAGE, LLC, successor by conversion to Kerina Village, Inc., a Florida limited liability company, KERINA WILDWOOD, LLC, successor by conversion to Kerina Wildwood, Inc., a Florida limited liability company (collectively “**Kerina**”), whose address is c/o Kathy Keller, 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819; PULTE HOME CORPORATION, a Michigan corporation, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811 (“**Pulte**”); and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose address is c/o County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393 (the “**County**”).

## RECITALS

WHEREAS, BVC Partners I, LLC, a Florida limited liability company ("**BVC**"), Kerina, Inc., a Delaware corporation ("**Kerina Inc**"), Sand Lake Investments, Ltd., a Florida limited partnership ("**SLI**"), and the County entered into that certain "Palm Parkway to Apopka-Vineland Connector Road Agreement", a copy of which is recorded at Official Records Book 8387, Page 3416 of the Public Records of Orange County, Florida (the "**Connector Road Agreement**"), wherein the parties set forth the terms and conditions of providing the County right-of-way and the planning and construction of a connector road that will connect Palm Parkway to Apopka-Vineland Road; and

WHEREAS, Kerina Inc, SLI, and the County entered into to that certain "Palm Parkway to Apopka-Vineland Connector Road Supplemental Agreement", a copy of which is recorded at Official Records Book 8387, Page 3525, of the Public Records of Orange County, Florida (the "**First Supplemental Agreement**"); and

WHEREAS, on April 10, 2008, SLI conveyed all of its right, title, and interest in the SLI Property to the Trust, pursuant to that certain General Warranty Deed, a copy of which is recorded at Official Records Book 9657, Page 2821, in the Public Records of Orange County, Florida; and

WHEREAS, on March 12, 2009, Kerina Inc conveyed a portion of its right, title, and interest in the Kerina Property to Kerina Wildwood, Inc., a Florida corporation ("**Kerina Wildwood Inc**"); Kerina Village, Inc., a Florida corporation ("**Kerina Village Inc**"); Kerina Loop, Inc., a Florida corporation; Kerina Palms, Inc., a Florida corporation; Kerina Parkside, Inc., a Florida corporation; Kerina Schoolside, Inc., a Florida corporation; Kerina Woods, Inc., a Florida corporation; Kerina Parkside Master, Inc., a Florida corporation; and Kerina Fish Lake, Inc., a Florida corporation, pursuant to those certain Special Warranty Deeds, copies of which are recorded at Official Records Book 9846, Page 0315, Page 0270, Page 0204, Page 0234, Page 0250, Page 0166, Page 0130, Page 0325, and Page 0321 in the Public Records of Orange County, Florida, all of which are related, either directly or indirectly, to Kerina Inc; and

WHEREAS, Kerina Village, LLC, a Florida limited liability company ("**Kerina Village LLC**"), the Trust, and the County entered into that certain "Palm Parkway to Apopka-Vineland Connector Road Second Supplemental Agreement", a copy of which is recorded at Official Records Book 10232, Page 3595, of the Public Records of Orange County, Florida (the "**Second Supplemental Agreement**"); and

WHEREAS, the parties to this Fourth Supplemental Agreement entered into that certain "Palm Parkway to Apopka-Vineland Connector Road Third Supplemental Agreement", a copy of which is recorded as Instrument No. \_\_\_\_\_ of the Public Records of Orange County, Florida (the "**Third Supplemental Agreement**"); and

WHEREAS, Pulte is the current owner of the BVC Property, less and except

BVC's Northern Parcel; and

WHEREAS, Kerina Village LLC is the successor by conversion to Kerina Village Inc; and

WHEREAS, Kerina Wildwood, LLC, Florida limited liability company, is the successor by conversion to Kerina Wildwood Inc; and

WHEREAS, except as otherwise provided by the Connector Road Agreement, including without limitation in Sections 4 and 6 of the Third Supplemental Agreement, pursuant to Section 26.13 of the Connector Road Agreement, after all Property Owners have conveyed to the County all necessary deeds and easements required by the Connector Road Agreement, the Connector Road Agreement shall no longer run with title to all of the BVC Property, the Kerina Property, and the SLI Property, (collectively, the "**Properties**") but instead shall only run with title to the Lien Parcels; and

WHEREAS, Pulte has requested, and County and the other Property Owners have agreed, to amend the Connector Road Agreement to allow, prior to such time as either the County or another Property Owner undertakes construction of the entirety of the Connector Road in accordance with the Connector Road Agreement, a Property Owner to advance the construction of the Southeastern Segment (hereinafter defined) upon the terms and conditions set forth herein; and

WHEREAS, Ruby Lake Partners, LLC, a Florida limited liability company ("RLP"), whose address is 7940 Via Dellagio Way, Suite 200, Orlando, Florida 32819, has consented to this Fourth Supplemental Agreement for the purposes stated in the attached Consent form; and

WHEREAS, Unicorp National Developments, Inc., a Florida corporation ("Unicorp"), whose address is 7940 Via Dellagio Way, Suite 200, Orlando, Florida, 32819, has consented to this Fourth Supplemental Agreement for the purposes stated in the attached Consent form; and

WHEREAS, The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida ("School Board"), whose address is 445 West Amelia Street, Orlando, Florida 32801, has consented to this Fourth Supplemental Agreement for the purposes stated in the attached Consent form; and

WHEREAS, the parties to this Fourth Supplemental Agreement wish to supplement and amend the terms of the Connector Road Agreement accordingly.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Fourth Supplemental Agreement agree as follows:

Section 1. Recitals. The foregoing Recitals are true and correct and are included as part of the terms and provisions of this Fourth Supplemental Agreement. All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Connector Road Agreement.

Section 2. Alternative Construction of Southeastern Segment by a Property Owner. In addition to those rights granted to the Property Owners by Section 10 of the Connector Road Agreement, any Property Owner shall have the right but not the obligation at any time prior to the date on which the County executes the County's Construction Contract and prior to the date on which a Constructing Owner submits a Constructing Owner's Notice to notify the County and the other Property Owners that it intends to advance the construction of the Southeastern Segment in accordance with the engineering plans, specifications, and permits. As used in this Fourth Supplemental Agreement, "**Southeastern Segment**" shall mean and refer to that portion of the Connector Road, at the southeastern end of the Connector Road, extending from Palm Parkway to Station 525 (as reflected in the engineering plans and specifications for the Connector Road as of the Effective Date of this Fourth Supplemental Agreement), together with all intersection improvements at the intersection of Palm Parkway and the Connector Road, including but not limited to signalization and the proposed turn lane from southwest bound Palm Parkway onto the Connector Road, as such intersection improvements are generally depicted in Exhibit "A" to this Fourth Supplemental Agreement. The first Property Owner submitting such a notice is referred to herein as the "**Segmenting Owner**", and the notice submitted is referred to herein as the "**Segmenting Owner's Notice**". The other Property Owners are referred to herein as the "**Non-Segmenting Owners**". The Segmenting Owner's construction contract with its general contractor for the construction of the Southeastern Segment is referred to herein as the "**Segment Construction Contract**".

Section 3. Application of Certain Provisions of Connector Road Agreement. In the event that a Property Owner serves a Segmenting Owner's Notice, then, except as otherwise expressly set forth in this Fourth Supplemental Agreement, Sections 7.9.2, 10.1 through 10.5, 11.2, and 17 of the Connector Road Agreement, as amended, shall be applicable to the Segmenting Owner's construction of the Southeastern Segment to the same extent that such provisions would have been applicable to a Constructing Owner's construction of the entirety of the Connector Road except that, in applying such provisions to the Segmenting Owner's construction of the Southeastern Segment, references in such provisions to "Constructing Owner", "Non-Constructing Owners", "Constructing Owner's Notice", "Owner's Construction Contract", "Construction Costs", and "Connector Road" shall be read and understood as "Segmenting Owner", "Non-Segmenting Owners", "Segmenting Owner's Notice", "Segment Construction Contract", "Segment Costs", and "Southeastern Segment", respectively.

(a) Bid Process. In the event that a Property Owner serves a Segmenting Owner's Notice, the Project Manager shall not perform the bid services specified in Section 5.2.17 of the Connector Road Agreement with respect to the

Southeastern Segment, but instead Segmenting Owner shall obtain the bids and select the bidder(s) to perform the work to be performed by Segmenting Owner with respect to the Southeastern Segment. In connection therewith:

(i) Owner shall obtain at least three (3) bids from qualified contractors acceptable to County, and County must approve the awarding of the bid (with County's approval not to be unreasonably withheld, unreasonably conditioned, or unreasonably delayed); and

(ii) Owner's construction contract shall be subject to County review and approval, County shall be designated as a third party beneficiary to such construction contract, and such construction contract shall clearly identify Owner's project manager ("PM"), who shall serve as the primary point of contact for, and be required to coordinate with, County staff throughout the construction process, such that County shall have no obligation to communicate with any sub-contractors or sub-consultant(s).

(b) County Review Process. Permitting and construction of the Southeastern Segment will be reviewed and processed by County and its Public Works Development Engineering Division as an "E" project in accordance with County's policies and procedures. In connection with such permitting and construction of the Southeastern Segment:

(i) the design shall comport with County's CIP requirements and plans shall be finalized in County biddable form;

(ii) prior to commencement of construction, Owner shall provide payment and performance bonds satisfactory to County for, and in an amount equal to one hundred ten percent (110%) of, the costs of the Southeastern Segment, together with a rider to such bonds identifying County as a dual-obligee;

(iii) County shall have the right to inspect work on the Southeastern Segment throughout the duration of construction;

(iv) upon completion of construction, County shall conduct a final inspection and upon approval of the Southeastern Segment and Owner's compliance with all attendant requirements, shall issue a certificate of completion ("C of C") for the Southeastern Segment; and

(v) Prior to County's issuance of a C of C for the Southeastern Segment, Owner shall provide, in the form of a letter or credit or cash and otherwise acceptable to County, a maintenance surety (the "**Maintenance Surety**") in favor of County in an amount equal to ten percent (10%) of the construction costs of the Southeastern Segment, effective for a period of one (1) year from the date on which County issues the C of C. Until expiration of the Maintenance Surety, Owner shall be responsible for the maintenance, repair, and replacement of the Southeastern Segment, as

applicable (including landscaping, irrigation, and other improvements within the road right-of-way); after the expiration of the Maintenance Surety, County shall be responsible for the maintenance, repair, and replacement of the Southeastern Segment, as applicable, in accordance with County's normal maintenance standards.

(c) Shared Costs; Non-shared Costs. For avoidance of doubt, but subject to the limitations set forth below in this paragraph, a portion of the costs incurred by the Segmenting Owner in the engineering, permitting, and/or construction of the Southeastern Segment (and/or the Utilities and/or other improvements to be installed within the Southeastern Segment in accordance with the engineering plans and specifications and/or the Connector Road Agreement) are in the nature of "shared costs" that are to be proportionally shared by the Property Owners pursuant to Section 3.2 of the Connector Road Agreement. In accordance with Section 3.3 of the Connector Road Agreement, the Segmenting Owner shall submit to the Escrow Agent (for subsequent distribution to the Property Owners) proof of payment and invoices for such "shared costs" in excess of the Segmenting Owner's Proportionate Share. Reimbursements for shared costs from the other Property Owners shall be made in accordance with Section 8 of the Connector Road Agreement. Notwithstanding the foregoing, the parties to this Fourth Supplemental Agreement agree that the following types of costs shall be Non-shared Costs and borne solely by the Segmenting Owner (provided, however, that County agrees that the designation of any such costs as Non-shared Costs shall have no bearing on whether or not such costs may be impact fee creditable in accordance with the provisions of Section 3(d) of this Fourth Supplemental Agreement): (i) costs, if any, to modify the County's engineering plans, specifications, and permits for the Connector Road, as necessary to allow the construction of just the Southeastern Segment; (ii) the increase, if any, of costs for Project Manager's services associated with Segmenting Owner's election to construct the Southeastern Segment; and (iii) the increase, if any, of unit costs to install the Utilities, to install underground electrical distribution lines, or to install street lights within the right-of-way for the Southeastern Segment above and beyond the unit costs that would have been incurred to install such Utilities, electrical distribution lines, and/or street lights within the Southeastern Segment as part of construction of the entirety of the Connector Road. Notwithstanding the foregoing, and notwithstanding anything in the Connector Road Agreement to the contrary, no Property Owner shall be required to deliver a Construction Cash Deposit or Construction Letter of Credit, or other cash deposit, letter of credit, or security, to Escrow Agent to secure a Property Owner's Proportionate Share of "shared costs" associated with the Southeastern Segment (and/or the Utilities and/or other improvements to be installed within the Southeastern Segment). Rather, subject to the provisions of the following sentence, invoices received by a Property Owner from the Escrow Agent (pursuant to Section 3.3 of the Connector Road Agreement) for a Property Owner's Proportionate Share of "shared costs" associated with the Southeastern Segment (and/or the Utilities and/or other improvements to be installed within the Southeastern Segment) (each, a "**Segment Invoice**") shall be paid, in cash, by each Property Owner to Escrow Agent (for forwarding of funds by Escrow Agent to Segmenting Owner) within thirty (30) days following receipt of the same from Escrow Agent. Notwithstanding the foregoing, any

Segment Invoice received by a Property Owner prior to at least one of the following having occurred shall not be due and payable by Property Owner to Escrow Agent until at least one of the following has occurred: (i) sixty (60) days have elapsed following the Property Owners' receipt of the County's Construction Contract or the Owner's Construction Contract, as applicable (see Section 7.9.2 of the Connector Road Agreement for reference); or (ii) two (2) years have elapsed following the Segmenting Owner's commencement of construction of the Southeastern Segment. Upon a Property Owner's failure to make timely payment of a Segment Invoice as required hereby, Segmenting Owner shall have the lien rights provided by Section 17 of the Connector Road Agreement to secure such payment.

(d) Segment Costs; Impact Fee Credits. Subject to the restrictions set forth in this paragraph, if the Segmenting Owner constructs the Southeastern Segment in accordance with the provisions of the Connector Road Agreement and this Fourth Supplemental Agreement, the Segmenting Owner shall be entitled to Credits in the amount of the actual, reasonable cost of constructing the Southeastern Segment as agreed in advance of construction by the Segmenting Owner and the County "**Segment Costs**"; provided, however, that in no event may Segment Costs: (i) include costs, if any, to modify County's engineering plans, specifications, and permits for the Connector Road, as necessary to allow the construction of just the Southeastern Segment; (ii) include costs, if any, to relocate or modify any stormwater ponds within the Property of Pulte serving the Southeastern Segment; or (iii) exceed the difference between (x) the County's estimated cost to construct the entirety of the Connector Road and (y) the County's estimated cost to construct the Connector Road, less and except the Southeastern Segment (i.e. County's constructions savings), as such difference is estimated from the Project Manager's "opinions of probable cost" for each of the entirety of the Connector Road, and for the Connector Road less and except the Southeastern Segment.

The parties shall agree upon and establish the Segment Costs not later than forty-five (45) days following service of the Segmenting Owner's Notice or the Delivery Date, whichever is later, but in all events prior to County's issuance to the Segmenting Owner of a notice to proceed with construction of the Southeastern Segment. Except as otherwise set forth in this Fourth Supplemental Agreement, Segment Costs shall, as applicable, be calculated in the same manner as the calculation of Construction Costs, and take into account the design differences referenced in, Section 11.1 of the Connector Road Agreement.

(e) Water Main. In connection with the development of a portion of the BVC Property, Pulte has proposed to remove an existing 20-inch water main (the "**Existing Main**") located within existing private rights-of-way within the BVC Property known as Desforges Avenue and Maharaj Avenue, which existing water main extends from Palm Parkway through the portion of the BVC Property owned by Pulte to the southern property line of BVC's Northern Parcel (upon which is presently located a resort presently known as "Parc Soleil by Hilton Grand Vacations"). In the event Pulte becomes the Segmenting Owner, Pulte shall construct within the Southeastern Segment, in



replacement of the Existing Main, a new section of water main (the “**Water Main Segment**”) that connects to existing facilities in Palm Parkway and extends for approximately seven hundred (700) linear feet within the Southeastern Segment, with the exact size, route, and connection points of such Water Main Segment to be determined at time of design and engineering of the Water Main Segment consistent with the Maury Carter Master Utility Plan (MUP 16-U-039), as the same may be revised, with the review and approval of County, from time to time.

(i) If Pulte becomes the Segmenting Owner, Pulte shall complete the preparation of utility design plans and construction specifications for the Water Main Segment, which plans and specifications shall be subject to County’s review and approval in accordance with County standards, and which approval shall not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed.

(ii) If Pulte becomes the Segmenting Owner, Pulte shall apply for and obtain all necessary governmental permits and approvals for the Water Main Segment; provided that County agrees to assist and cooperate with Pulte in obtaining all necessary permits related to the Water Main Segment.

(iii) Pulte hereby acknowledges and agrees that neither (i) the construction costs for the Water Main Segment borne by Pulte, nor (ii) costs for engineering plans, specifications, and permits for the Water Main Segment, shall be “shared costs” proportionally shared by the Property Owners pursuant to Section 3.2 of the Connector Road Agreement; instead, such costs shall be Non-shared Costs.

(iv) For avoidance of doubt, the parties agree that if Pulte becomes the Segmenting Owner, the Water Main Segment shall be constructed within the Southeastern Segment instead of the proposed 16-inch Water Main discussed in Section 7.9.1 of the Connector Road Agreement.

(v) Notwithstanding the provisions of Section 9.4 of the Connector Road Agreement, which would otherwise provide that County shall (subject to certain reimbursement provisions) pay for all design, engineering, and construction costs for the Water Main, Pulte shall initially pay all costs associated with design and construction of the Water Main Segment; provided, however, upon the provisions set forth herein, County shall reimburse to Pulte fifty percent (50%) of the actual, approved, reasonable costs incurred by Pulte for the construction of the Water Main Segment, (the “**Water Main Costs**”) as agreed in advance of construction by the Pulte and County. The parties shall agree upon and establish the Water Main Costs not later than forty-five (45) days following service of the Segmenting Owner’s Notice or the Delivery Date, whichever is later, but in all events prior to County’s issuance to the Pulte of a notice to proceed with construction of the Southeastern Segment. County shall reimburse to Pulte its fifty percent (50%) of the Water Main Costs in one lump sum promptly after all of the following events have occurred: (i) inspection, approval, and acceptance by County of the completed Water Main Segment; (ii) receipt by County of a written reimbursement

request from Pulte; and (iii) receipt by County of copies of such contracts, release(s) of liens (as required by Florida law), itemized invoices, bill of sale, and other documents evidencing the costs of and payment for the Water Main Costs.

(vi) Except as otherwise set forth in this Fourth Supplemental Agreement, and for avoidance of doubt, as to the half of the Water Main Costs borne by County, nothing herein shall alter the provisions of Section 7.9.1 (or other provisions) of the Connector Road Agreement that may require a Property Owner to contribute to the costs of oversizing the Water Main (proportionately based on such Property Owner's projected demand for water capacity from the Water Main).

(vii) For avoidance of doubt, the Segmenting Owner shall not be entitled to receive any Credits for any costs associated with utilities, including without limitation associated with the Water Main Segment and/or other Utilities to be installed within the Southeastern Segment, and including without limitation any costs associated with modification of engineering plans, specifications, and permits for utilities.

Section 4. Changes in Defined Terms. In the event that a Property Owner serves a Segmenting Owner's Notice, then the meaning and/or usage of certain defined terms in the Connector Road Agreement will thereafter need to be modified to reflect the rights granted to Segmenting Owner herein to construct the Southeastern Segment – but to otherwise remain consistent with the collaborative effort of the Property Owners and the County set forth in, and the procedures, mechanisms, and structures established by, the Connector Road Agreement for the cooperative design, engineering, permitting, and construction of the Connector Road and other facilities – and all provisions of the Connector Road Agreement shall be modified accordingly to reflect such intents. Without limiting the generality of the foregoing: (i) certain references in the Connector Road Agreement to “*Connector Road*” will need to be read and understood as “*Connector Road (less and except the Southeastern Segment)*”, while other references in the Connector Road Agreement to “*Connector Road*” will need to be read and understood as “*Connector Road (less and except the Southeastern Segment) and/or the Southeastern Segment, as applicable*”; (ii) certain references in the Connector Road Agreement to “*Constructing Owner*” will need to be read and understood as “*Constructing Owner and/or Segmenting Owner, as applicable*”; (iii) references in the Connector Road Agreement to “*County's Construction Contract*” will need to be read and understood as a contract of the County for the construction of the Connector Road, less and except the Southeastern Segment; (iv) references in the Connector Road Agreement to “*Owner's Construction Contract*” will need to be read and understood as a contract of the Constructing Owner for the construction of the Connector Road, less and except the Southeastern Segment; and (v) references in the Connector Road Agreement to “*Construction Costs*” will need to be read and understood as the costs of constructing the Connector Road, less and except the Southeastern Segment – as opposed to the costs of constructing the entirety of the Connector Road.

Section 5. Notices. Unless otherwise specifically provided to the contrary

herein or in the Connector Road Agreement, any notices or other communications which may be required or desired to be given under the terms of this Fourth Supplemental Agreement or the Connector Road Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or if sent by overnight courier (e.g., Federal Express), or if mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective parties (and their below-specified attorneys, if any) at the addresses set forth below:

As to Pulte:	Pulte Home Corporation c/o Clint Ball, Director of Land – North Florida 4901 Vineland Road, Suite 500 Orlando, FL 32811
With a copy to:	Daniel T. O’Keefe, Esq. Shutts & Bowen LLP 300 South Orange Avenue, Suite 1000 Orlando, FL 32801
As to Kerina:	Kerina, Inc. Kerina Village, LLC Kerina Wildwood, LLC c/o Kathy Keller 5401 South Kirkman Road, Suite 650 Orlando, FL 32819
With a copy to:	Miranda F. Fitzgerald, Esq. Lowndes, Drosdick, Doster, Kantor & Reed, P.A. 215 North Eola Drive Orlando, FL 32801
As to Trust:	Carter-Orange 105 Sand Lake Trust c/o Daryl Carter 3333 South Orange Avenue, Suite 200 Orlando, FL 32806
With a copy to:	Miranda F. Fitzgerald, Esq. Lowndes, Drosdick, Doster, Kantor & Reed, P.A. 215 North Eola Drive Orlando, FL 32801
As to County:	Orange County c/o County Administrator 201 South Rosalind Avenue Orlando, FL 32801

With a copy to: Orange County Public Works Department  
Transportation Planning Division  
4200 South John Young Parkway  
Orlando, FL 32839-9205  
Attention: Manager

With a copy to: Orange County Utilities Department  
9150 Curry Ford Road  
Orlando, FL 32825  
Attn: Director

With a copy to: Orange County Attorney's Office  
Orange County Administration Building  
201 South Rosalind Avenue  
3rd Floor  
Orlando, FL 32801  
Attn: County Attorney

Any notice so given, delivered, or made by mail shall be deemed to have been duly given, delivered, or made three (3) days after the date the same is deposited in the United States mail in the manner specified above. Any notice delivered by overnight courier shall be deemed to have been duly given, delivered, or made on the first day following the date the same is delivered to the overnight courier as established by the receipted bill of lading. Any notice which is given, delivered, or made in any manner other than by United States certified mail or by overnight courier shall be deemed to have been duly given, delivered, or made upon actual receipt of the same by the party to whom the same is to be given, delivered, or made. Any party may change the address to which notices are to be sent to such party (and its attorney, if any) by written notice to the other parties specifying said change of address. This Notice provision is intended to replace Section 22 of the Connector Road Agreement, as the same was amended by Section 5 of the Third Supplemental Agreement.

Section 6. Recordation. This Fourth Supplemental Agreement shall be recorded in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date. Pulte hereby agrees to pay the recording costs.

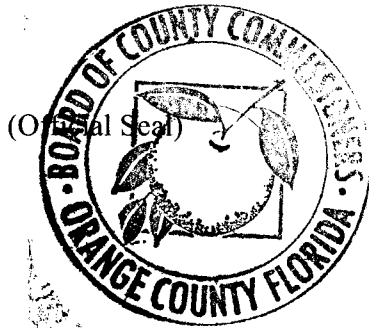
Section 7. No Other Modifications. Except as expressly modified hereby, all of the terms, covenants, provisions, and conditions of the Connector Road Agreement, the First Supplemental Agreement, the Second Supplemental Agreement, and the Third Supplemental Agreement shall remain in full force and effect in accordance with their terms and are hereby ratified and confirmed and cannot be modified unless said modifications are produced in writing and signed by all the parties.

Section 8. Effective Date. The "Effective Date" of this Fourth Supplemental

Agreement shall be the date when the last one of the parties to this Fourth Supplemental Agreement has properly executed this Fourth Supplemental Agreement as determined by the date set forth immediately below next to the respective signatures of the parties.

[SIGNATURE BLOCKS APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed and delivered this Fourth Supplemental Agreement on the dates specified below.



“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

ATTEST:

DATE: 1.10.17

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

By: *Katie Smith*  
Deputy Clerk  
**Katie Smith**

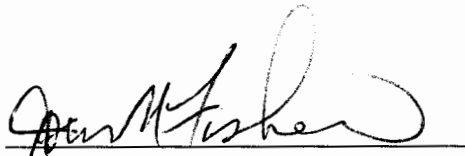
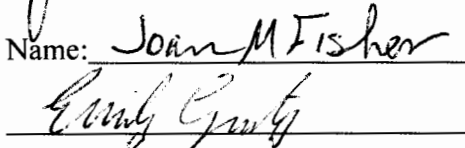
\_\_\_\_\_  
Printed Name

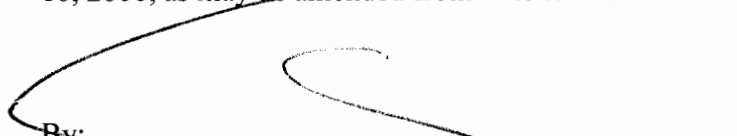
[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGES]

Witnesses:

**"TRUST"**

**CARTER-ORANGE 105 SAND LAKE LAND TRUST**, created pursuant to Section 689.071, Florida Statutes, and existing under and by virtue of an unrecorded trust agreement dated effective as of April 10, 2008, as may be amended from time to time

  
Name: Joan M. Fisher  
  
Name: Emily Crenaty

  
By: \_\_\_\_\_  
Daryl M. Carter, not individually but as  
Trustee of the Carter-Orange 105 Sand Lake  
Land Trust  
Date: 11/30/2016

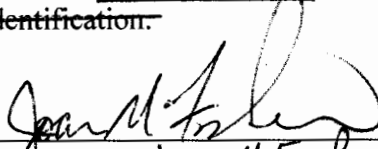
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 2016, by Daryl M. Carter, in his capacity as Trustee, not individually, of the Carter-Orange 105 Sand Lake Land Trust. He is personally known to me ~~or has~~ produced \_\_\_\_\_ as identification.



JOAN M. FISHER  
MY COMMISSION # FF 028166  
EXPIRES: July 16, 2017  
Bonded Thru Budget Notary Services

By:   
Print Name: Joan M. Fisher  
Notary Public – State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]

**"KERINA"**

Witnesses:

**KERINA, INC.,**  
a Delaware corporation

Nancy J. Ferri

Name: Nancy J. Ferri

Deborah E. Cecchetti

Name: Deborah E. Cecchetti

By: Miranda F. Fitzgerald

Name: Miranda F. Fitzgerald

Title: Vice President

Date: 12/1/2016

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 2016, by Miranda F. Fitzgerald, as Vice President of Kerina, Inc., a Delaware corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

By: Deborah E. Cecchetti


Print Name: \_\_\_\_\_

Notary Public – State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]

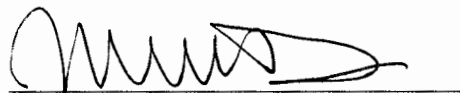
 DEBORAH E. CECCHETTI  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE876285  
Expires 3/22/2017



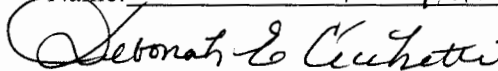
**"KERINA"**

Witnesses:

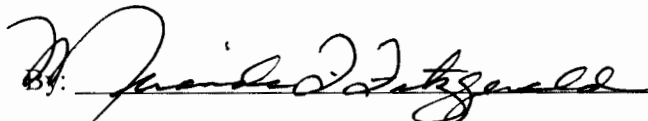
**KERINA VILLAGE, LLC,**  
a Florida limited liability company



Name: MICHAEL A RYAN



Name: Deborah E. Cecchetti

By: 

Name: Miranda F. Fitzgerald

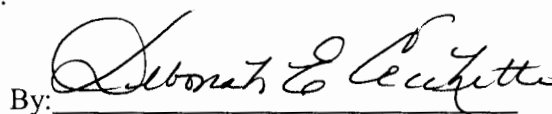
Title: President

Date: 12/2/16

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of December, 2016, by Miranda F. Fitzgerald, as President of Kerina Village, LLC, a Florida limited liability company. She is personally known to me or has produced \_\_\_\_\_ as identification.

By: 

Print Name: \_\_\_\_\_

Notary Public – State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]

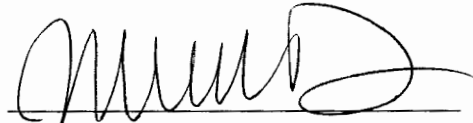


DEBORAH E. CECCHETTI  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE876285  
Expires 3/22/2017

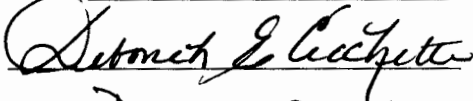
**"KERINA"**

Witnesses:

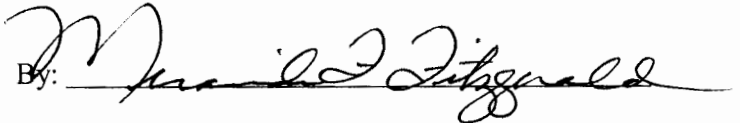
**KERINA WILDWOOD, LLC,**  
a Florida limited liability company



Name: Michael Ryan



Name: Deborah E Cecchetti

By: 

Name: Miranda F. Fitzgerald

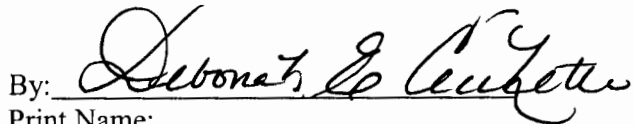
Title: President

Date: 12/2/16

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of December, 2016, by Miranda F. Fitzgerald, as President of Kerina Wildwood, LLC, a Florida limited liability company. She is personally known to me or has produced as identification.

By: 

Print Name: \_\_\_\_\_

Notary Public – State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[SIGNATURE BLOCKS CONTINUE ON FOLLOWING PAGE]



DEBORAH E. CECCHETTI  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE876285  
Expires 3/22/2017

**"PULTE"**

Witnesses:

**PULTE HOME CORPORATION,**  
a Michigan corporation

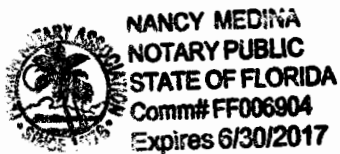
*Nancy Medina*  
Name: Nancy Medina  
*Mary Leathers*  
Name: Mary Leathers

By: *[Signature]*  
Name: Doug Hoffman  
Title: VP of Land  
Date: DECEMBER 1, 2016

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 2016, by Doug Hoffman, as VP of Land of Pulte Home Corporation, a Michigan corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



By: *Nancy Medina*  
Print Name: Nancy Medina  
Notary Public – State of Florida  
Commission No.: FF006904  
My Commission Expires: 6-30-2017

**CONSENT**

THIS CONSENT (this “**Consent**”) is made and entered into this 2<sup>nd</sup> day of December, 2016, by RUBY LAKE PARTNERS, LLC, a Florida limited liability company, (“**RLP**”) whose address is 7940 Via Dellagio Way, Suite 200, Orlando, Florida, 32819, and who, as evidenced by that certain “Memorandum of Purchase Agreement and Agreement Not To Encumber” recorded on November 2, 2015, at Official Records Book 11006, Page 6036, of the Public Records of Orange County, Florida, (the “**Memorandum**”) has certain rights and interests with respect to a portion of the “BVC Property”, as “BVC Property” is defined in the “Connector Road Agreement”, as “Connector Road Agreement” is defined in the foregoing “Palm Parkway to Apopka-Vineland Connector Road Fourth Supplemental Agreement” (the “**Fourth Supplemental Agreement**”) to which this Consent is attached. The property in which RLP has rights and interests as evidenced by the Memorandum is hereinafter referred to as the “**Memorandum Property**”.

RLP hereby consents to the foregoing Fourth Supplemental Agreement to which this Consent is attached for the sole purpose of evidencing its consent to all matters addressed in the Fourth Supplemental Agreement, such that, for all purposes of the Memorandum, in the event RLP (or its successor) shall hereafter take title to all or any portion of the Memorandum Property, the Fourth Supplemental Agreement and the rights and privileges of the parties thereto shall not be disturbed or impaired.


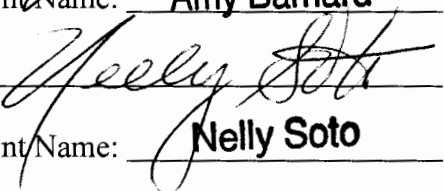
*[signature page follows]*


IN WITNESS WHEREOF, RLP has caused this Consent to be duly executed as of the date and year first written above.

"RLP"

Signed, sealed, and delivered  
in the presence of:

**RUBY LAKE PARTNERS, LLC,**  
**a Florida limited liability company**

  
\_\_\_\_\_  
Print Name: **Amy Barnard**  
  
\_\_\_\_\_  
Print Name: **Nelly Soto**

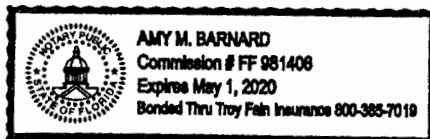
By:   
\_\_\_\_\_  
Name: **Charles Whittall**  
\_\_\_\_\_  
Title: **Manager**  
\_\_\_\_\_  
Date: **12-2-16**  
\_\_\_\_\_

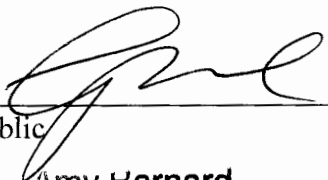
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of December, 2016, by Charles Whittall, as Manager of RUBY LAKE PARTNERS, LLC, a Florida limited liability company, on behalf of the company. She ☒ is personally known to me OR has produced \_\_\_\_\_ as identification and did/did not take an oath.

[AFFIX NOTARY SEAL]



  
\_\_\_\_\_  
Notary Public  
**Amy Barnard**  
\_\_\_\_\_  
Print Name

My Commission Expires: May 1, 2020

**CONSENT**

THIS CONSENT (this “**Consent**”) is made and entered into this 2<sup>nd</sup> day of December, 2016, by UNICORP NATIONAL DEVELOPMENTS, INC., a Florida corporation, (“**Unicorp**”) whose address is 7940 Via Dellagio Way, Suite 200, Orlando, Florida, 32819, and who, as evidenced by that certain “Declaration of Development Covenants, Easements and Use Restrictions and Right of First Refusal” recorded on November 2, 2015, at Official Records Book 11006, Page 5975, of the Public Records of Orange County, Florida, (the “**Declaration**”) has certain rights and interests with respect to a portion of the “BVC Property”, as “BVC Property” is defined in the “Connector Road Agreement”, as “Connector Road Agreement” is defined in the foregoing “Palm Parkway to Apopka-Vineland Connector Road Fourth Supplemental Agreement” (the “**Fourth Supplemental Agreement**”) to which this Consent is attached. The property in which Unicorp has rights and interests pursuant to the Declaration is hereinafter referred to as the “**Declaration Property**”.

Unicorp hereby joins in and consents to the foregoing Fourth Supplemental Agreement to which this Consent is attached for the sole purpose of evidencing its consent to all matters addressed in the Fourth Supplemental Agreement, such that, for all purposes of the Declaration, in the event Unicorp (or its successor) shall hereafter take title to all or any portion of the Declaration Property, the Fourth Supplemental Agreement and the rights and privileges of the parties thereto shall not be disturbed or impaired.


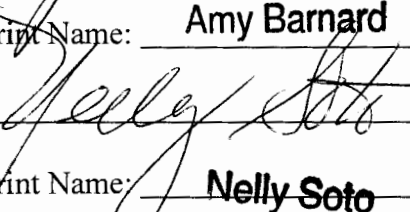
*[signature page follows]*


IN WITNESS WHEREOF, Unicorp has caused this Consent to be duly executed  
as of the date and year first written above.

“UNICORP”

Signed, sealed, and delivered  
in the presence of:

**UNICORP NATIONAL  
DEVELOPMENTS, INC.,  
a Florida corporation**

  
\_\_\_\_\_  
Print Name: **Amy Barnard**  
  
\_\_\_\_\_  
Print Name: **Nelly Soto**

By:   
\_\_\_\_\_  
Name: **Charles Whittall**  
\_\_\_\_\_  
Title: **President**  
\_\_\_\_\_  
Date: **12-2-16**  
\_\_\_\_\_

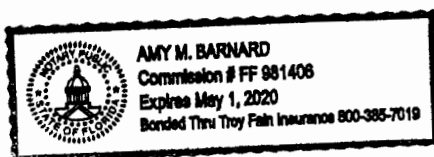
[CORPORATE SEAL]

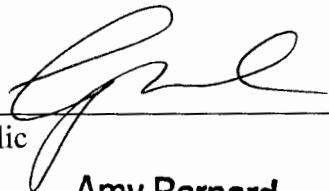
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of  
December, 2016, by Charles Whittall, as  
President of UNICORP NATIONAL DEVELOPMENTS, INC., a  
Florida corporation, on behalf of the corporation. She ☒ is personally known to me  
OR \_\_\_\_\_ has produced \_\_\_\_\_ as identification and  
did/did not take an oath.

[AFFIX NOTARY SEAL]



  
\_\_\_\_\_  
Notary Public  
**Amy Barnard**  
\_\_\_\_\_  
Print Name

My Commission Expires: May 1, 2020

**CONSENT**

THIS CONSENT (this “**Consent**”) is made and entered into this 2 day of December, 2016, by **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a corporate body and political subdivision of the State of Florida (“**School Board**”) whose address is 445 West Amelia Street, Orlando, Florida 32801, and who may acquire fee simple title from the “Trust,” as “Trust” is defined in the foregoing “Palm Parkway to Apopka-Vineland Connector Road Fourth Supplemental Agreement” (the “Fourth Supplemental Agreement”) to which this Consent is attached, to a portion of the land owned by the Trust which is subject to the “Connector Road Agreement,” as “Connector Road Agreement” is defined in the foregoing Fourth Supplemental Agreement.

To the extent that the School Board has acquired title from the Trust to any land that is subject to the Connector Road Agreement or may hereafter acquire title from the Trust to any land that is subject to the Connector Road Agreement, the School Board hereby joins in and consents to the foregoing Fourth Supplemental Agreement to which this Consent is attached for the sole purpose of evidencing its consent to all matters addressed in the Fourth Supplemental Agreement and its agreement to be bound, except as otherwise expressly set forth in the Fourth Supplemental Agreement, as a “Property Owner” (as defined in the Connector Road Agreement) under the terms of the Fourth Supplemental Agreement and the Connector Road Agreement, as previously modified by the First Supplemental Agreement, the Second Supplemental Agreement, and the Third Supplemental Agreement.

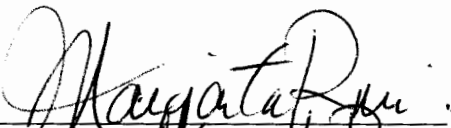
*[signature page follows]*




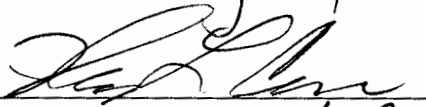
IN WITNESS WHEREOF, the School Board has caused this Consent to be duly executed as of the date and year first written above.

**WITNESSES:**

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a public corporate body and political subdivision of the State of Florida

  
Print Name: Margarita Rivera

By:   
Barbara M. Jenkins, Ed.D.,  
as its Superintendent

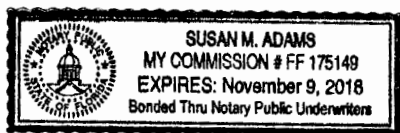
  
Print Name: Nancy L. Corcoran

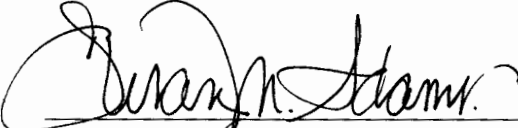
Date: 2nd day of December, 2016

STATE OF FLORIDA  
COUNTY OF ORANGE

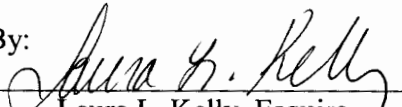
The foregoing instrument was acknowledged before me this 2nd day of December, 2016, by **Barbara M. Jenkins, Ed.D.**, as Superintendent of **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, who ☒ is personally known to me, or ☐ has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

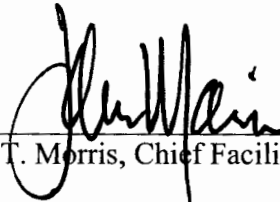


  
Notary Public  
Printed Name: Susan M. Adams  
Commission No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida this 1st day of December, 2016, for its exclusive use and reliance.

By:   
Laura L. Kelly, Esquire

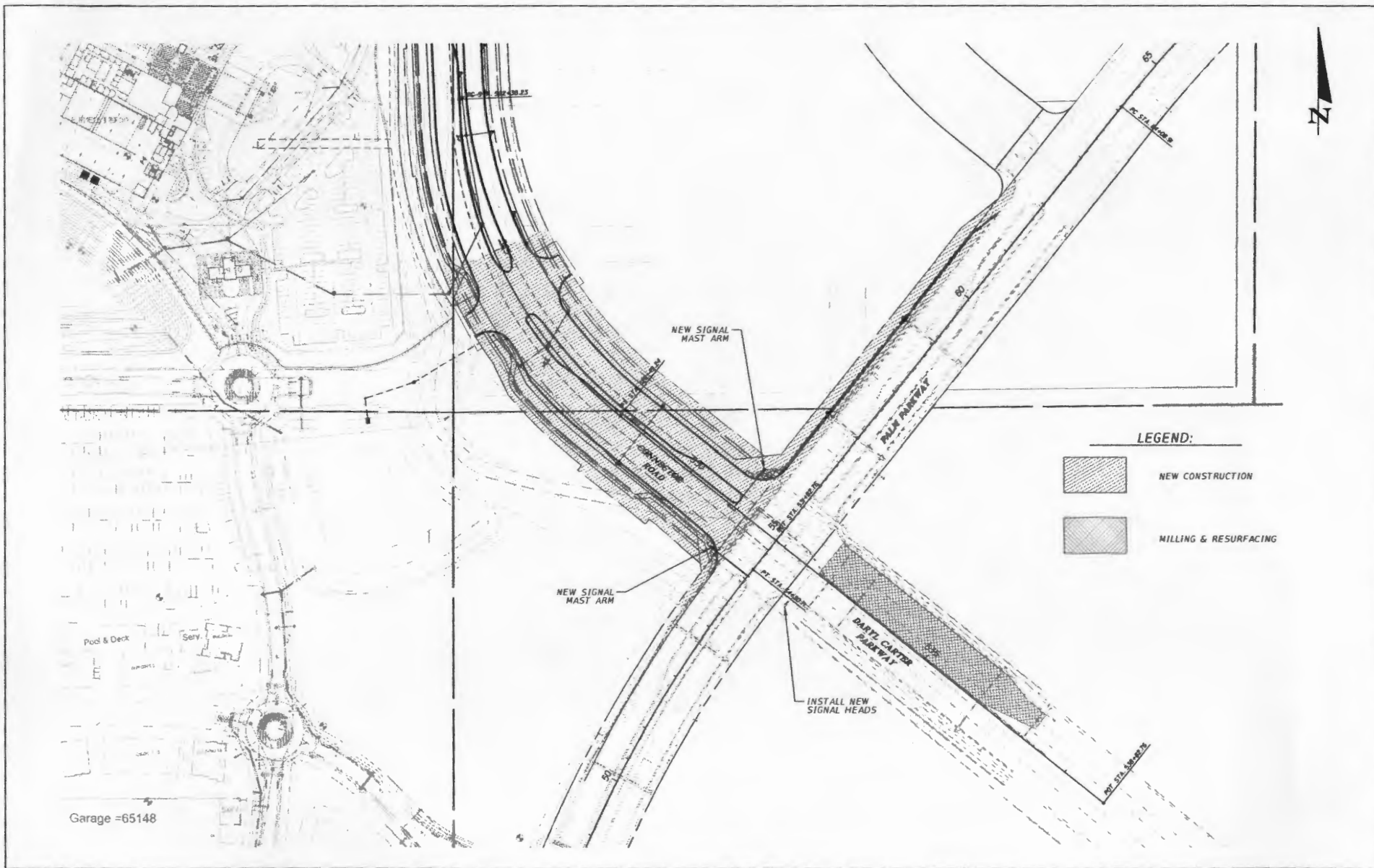
Reviewed and approved by Orange County Public Schools Chief Facilities Officer this 1st day of DEC, 2016.

By:   
John T. Morris, Chief Facilities Officer

**Exhibit "A" to Fourth Supplemental Agreement**

**Depiction of Southeastern Segment**

*[see attached one (1) instrument totaling one (1) page]*



**Kimley»Horn**  
 3660 Maguire Boulevard, Suite 200  
 Orlando, Florida 32803



ORANGE COUNTY  
 DEPARTMENT OF PUBLIC WORKS

**EXHIBIT A**  
**CONNECTOR ROAD**

DATE: 01/11/01 BY: JMS/MLK