



## Legislation Text

---

**File #:** 26-0206, **Version:** 1

---

### Interoffice Memorandum

**DATE:** January 21, 2026

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

**THROUGH:** N/A

**FROM:** Ed Torres, M.S., P.E., LEED AP, Director, Utilities

**CONTACT:** Lindy Wolfe, P.E., LEED AP, Manager, Engineering Division

**PHONE:** 407-254-9918

**DIVISION:** Engineering Division

**ACTION REQUESTED:**

Approval and execution of Utility Line Construction Reimbursement Agreement (Flemings 5 and 6) by and between Orange County, Florida and M/I Homes of Orlando, LLC in the amount of \$518,940. District 1. (Engineering Division)

**PROJECT:** N/A

**PURPOSE:** As part of their infrastructure improvements, M/I Homes of Orlando, LLC (the "Developer") is constructing improvements at and near the intersection of Avalon Road and Flemings Road, as permitted under Orange County Permit number 23-E-309 ("Permit") and based on the Village I Horizon West Road Network Agreement. Roadway Plans for the Permit required the adjustment of existing County-owned wastewater manholes and the relocation of existing County-owned potable water mains, reclaimed water mains, wastewater force mains, and associated infrastructure located within the County right-of-way (the "Utility Work").

The construction costs of the Utility Work to be paid by the County under this agreement are limited to a total payment obligation amount of \$518,940.

The County Attorney's Office and Risk Management Division reviewed the agreement and find it acceptable as to form. Utilities Department staff recommends approval.

**BUDGET:** N/A

## UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT (FLEMINGS 5 AND 6)

**THIS UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT (FLEMINGS 5 AND 6)** (the “Agreement”) is made and entered into as of the date of last execution below (the “Effective Date”) by and between Orange County, Florida, a charter county and political subdivision of the State of Florida (the “County”), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 and M/I Homes of Orlando, LLC, a Florida limited liability company (the “Developer”), whose principal address is 400 International Parkway, Suite 470, Lake Mary, Florida 32746. Hereinafter, the County and the Developer may be referred to individually as a “Party” or collectively as the “Parties.”

### RECITALS

**WHEREAS**, the County, Shutts & Bowen, LLP, and certain landowners within Village I Horizon West, including the Developer, entered into the Village I Horizon West Road Network Agreement (the “Road Agreement”) on January 28, 2020, as amended on November 15, 2022 and June 17, 2025, setting forth the terms, conditions, and agreements with respect to required right-of-way contributions, transportation impact fee credits, and roadway design and construction obligations for properties which constitute a portion of, and are subject to, the Village I Specific Area Plan for Village I; and

**WHEREAS**, the Developer, as a party of the Road Agreement, is conducting roadway improvements within the existing and future Flemings Road right-of-way (the “Project”) located in unincorporated Orange County, currently under review as Orange County permit 23-E-309, as may be amended, made a part of this Agreement by this reference (the “Construction Plans”); and

**WHEREAS**, in order to proceed with the Project, or any part thereof, it will be necessary to adjust wastewater manholes and to relocate the County’s existing potable water mains, reclaimed water mains, wastewater force mains, and associated infrastructure within the Project’s area; and

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

**WHEREAS**, the County, in order to better serve areas within its water, reclaimed water, and wastewater service territories and in the interest of efficiency and economy, is requesting that the Developer adjusts 6 wastewater manholes and relocate 187 linear feet of 4-inch water main, 192 linear feet of 4-inch and 227 linear feet of 6-inch reclaimed water main, 530 linear feet of 8-inch wastewater force main, and associated infrastructure (collectively, the “Relocation”), as depicted in **Exhibit “A”**, attached to and made a part of this Agreement by this reference; 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 perform the Relocation requested by the County, and (ii) the County will reimburse the Developer for the cost of the Relocation, 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 of this Agreement, and the mutual covenants set forth in this Agreement, the receipt and sufficiency of which 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 complete the preparation of the Construction Plans for the Relocation consistent with the design sketch as depicted in **Exhibit "A"**. The Construction Plans are subject to the County's reasonable review and approval in accordance with County biddable standards. The contract for the Construction Plans must provide that the County is a third-party beneficiary and an additional insured with regard to insurance against the professional engineer'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 Construction Plans, the County will provide the Developer with written notification of such acceptance.

**2.2** 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 perform utility construction for the Relocation based on the Construction Plans. The Developer must obtain itemized bids for the Relocation displaying the bid prices for each item listed in **Exhibit "B"**, attached to and made a part of this Agreement by this reference (the "Standard Bid Form 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 for the Relocation.

**2.4** The County will have fifteen (15) business days following receipt of written notification from the Developer of the selected bid to review and notify the Developer, in writing, 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 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 by 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 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 the Relocation.

**2.6** The Developer must ensure that the construction contract(s) contain(s) a performance bond and a payment bond 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 of its obligations thereunder. The payment bond must ensure that the 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.

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

The Developer shall apply for and obtain all necessary governmental permits and approvals for the Relocation. The County agrees to cooperate and assist the Developer in its obtaining of all necessary permits related to the Relocation. The Developer must deliver to the County copies of all applicable permits 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 the Relocation 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 Relocation as follows:

**5.1** Subject to the terms hereof, the Developer shall pay for the design, engineering, surveying, geotechnical engineering, environmental work, permitting, bidding, inspection, construction, construction administration, maintenance guarantee, final testing, certification costs, and fees for the Relocation. The County shall reimburse the Developer for the cost actually incurred and approved by the County for the construction of the Relocation, with this cost being called the "Relocation Cost." In no case shall the County's total payment obligation under this Agreement for the Relocation Cost exceed Five Hundred Eighteen Thousand Nine Hundred Forty and 00/100 Dollars (\$518,940.00).

**5.2** If the Relocation is satisfactorily performed, the County shall reimburse the Developer in one lump sum after all of the following events have occurred:

A. Receipt by the County of a written reimbursement request from the Developer;

B. Inspection, approval, and acceptance by the County of the completed Relocation;

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, release of liens, itemized invoices, and other documents evidencing the costs of and complete payment for the Relocation, including any retainage;

E. Receipt by the County of any utility easement(s) in favor of the County required for the Relocation as depicted in the Construction Plans; and

F. Receipt by the County of proof that all insurance required by Section 9 of this Agreement was maintained by the Developer throughout the course of the Relocation.

**5.3** In the event the County objects to any fee or cost set forth in the reimbursement request or supporting documentation, the disputed amount will be withheld from payment and the undisputed amount shall 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") will be resolved in the following order: (a) good-faith negotiation, (b) mediation, 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 must include at least one meeting of representatives of the Parties. The Party-representative will have authority to resolve the Dispute.

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

**7.1** Prior to commencing the construction, the Developer or its general contractor shall obtain and deliver to the County a payment bond and a performance bond, 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 must name the County as Dual-Obligee and be assignable to the County following acceptance of the Relocation by the County. The surety company issuing the payment bond and the performance bond must 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 must 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 must be originals and issued by a producing agent with the authority to issue said bonds/surety instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach with each bond/surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address, and telephone number on all bonds/surety instruments.

**7.2** The Developer shall provide a maintenance guarantee in the form of an irrevocable letter of credit, cash escrow, or maintenance bond in favor of the County in an amount equal to 10% of the costs of the Relocation Cost. The purpose of the maintenance guarantee is to guarantee the materials, workmanship, structural integrity, functioning, and maintenance of the Relocation. The surety company issuing the maintenance bond must 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 must 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 the Relocation, the Developer must deliver to the County a bill of sale in favor of the County, and a maintenance guarantee as provided herein for the Relocation, at which time the County will be deemed to have accepted the dedication of and ownership and operational responsibility for the Relocation.

**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, environmental assessments, evaluations, remediation, fines, penalties, and clean-up costs) 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 Relocation 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 Relocation and throughout the course of the Relocation, 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, 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.
- (v) Contractor's Pollution Liability with a limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) per incident.

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

All coverage must be primary and not contributory with any insurance or self-insurance maintained by the County. The Developer must provide the County notice of any material change, cancellation, or non-renewal of any policy required herein at least 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 Relocation, 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 Relocation to comply with said requirements

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

**11.1** The term of this Agreement shall be five (5) years from the Effective Date. In the event the Developer has not, by the second anniversary of the Effective Date of this Agreement, entered into a contract for the Relocation reasonably acceptable to the County, the County may terminate this Agreement upon thirty (30) days' notice to the Developer.

**11.2** The County and the 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.

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

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 must be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three 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 will 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  
Attn: Director

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

**If to the Developer:** M/I Homes of Orlando, LLC  
400 International Parkway, Suite 470  
Lake Mary, Florida 32746-5054  
Attn: Area President

With copy to: M/I Homes of Orlando, LLC  
400 International Parkway, Suite 470  
Lake Mary, Florida 32746-5054  
Attn: David Brown, VP of Land

**SECTION 14. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement 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 will 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 may not be construed against either Party on the basis of it being the drafter of the Agreement. The Parties agree that each Party 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 may 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 is implied that such action will 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 subject to the provisions of Chapter 119, Florida Statutes, and which have been made or received by the Developer in conjunction with this Agreement. Nothing herein contained requires the Developer to allow public access to any financial information not pertaining specifically to 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 will 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.

**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 will 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 will only be binding upon and exercisable by the Developer, 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, will 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 will accrue upon or by reason of this Agreement, to or for the benefit of any third party not a Party hereto. The Parties agree that this Section 24 will 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 will 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 will be Orange County, Florida.

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

This Agreement may 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 may 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 will 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 will properly execute and deliver to the other Party such other documents and instruments reasonably necessary to effectuate the obligations of each Party hereunder.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates indicated below by their duly authorized representatives.



**Orange County, Florida**

By: Board of County Commissioners

By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: February 10, 2026

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

By: *Jennifer Lara-Klimetz*  
Deputy Clerk

Print: Jennifer Lara-Klimetz

WITNESSES:

M/I Homes of Orlando, LLC, a Florida limited liability company

[Signature]  
 Print Name: JAMES PALM

[Signature]  
 Print Name: ROBERT REYNOLDS

By: [Signature]  
 Name: Brent Bartholomew  
 Title: Vice President, VP  
 Date: 1/15/2026

STATE OF FLORIDA  
 COUNTY OF Sevinole

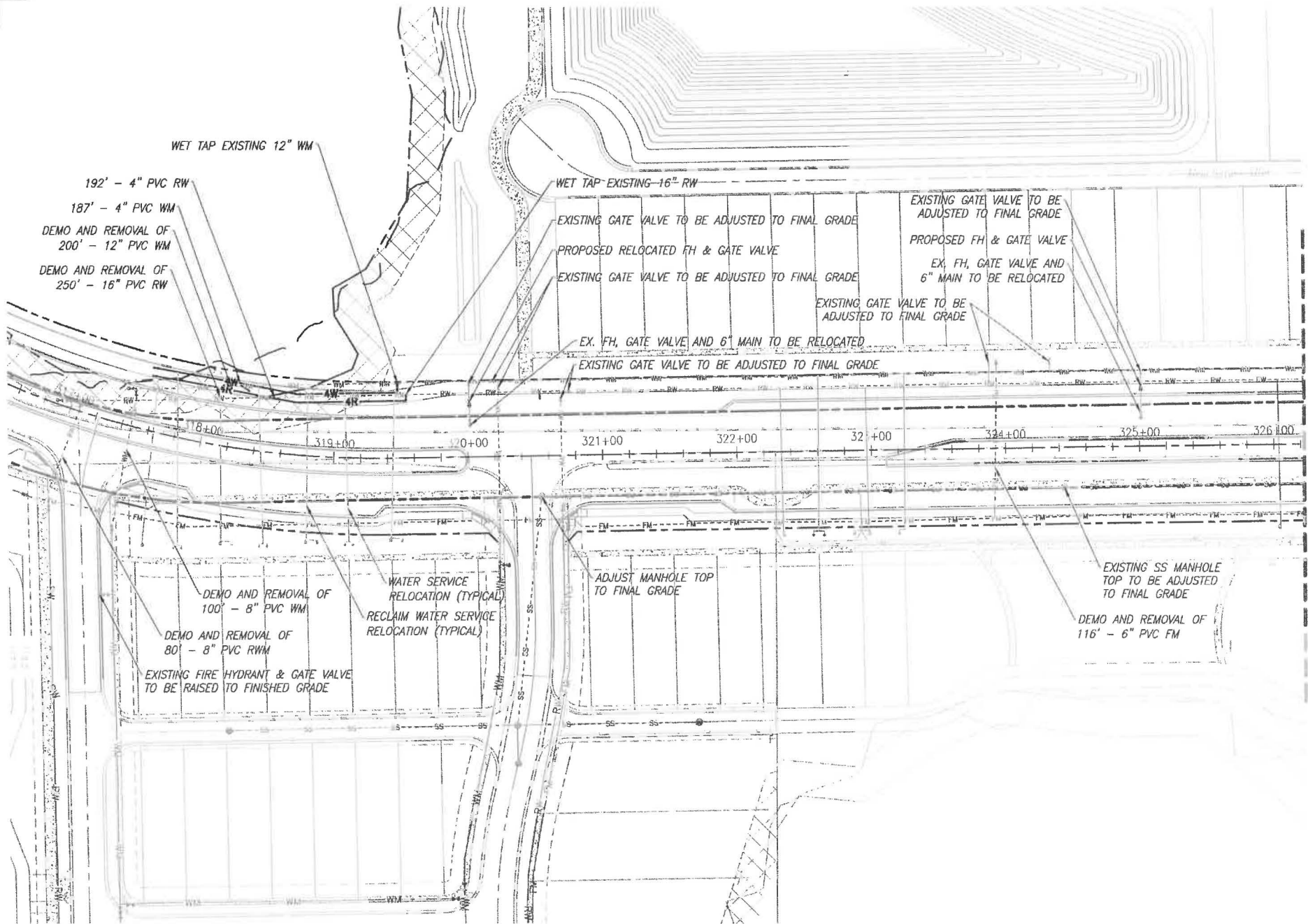
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15 day of January, 2026, by Brent Bartholomew as Vice President, VP of M/I Homes of Orlando, LLC, a Florida limited liability company, on behalf of said company, who  is personally known to me or  has produced NA as identification.

(NOTARY SEAL)



[Signature]  
 Notary Public Signature

Angela G Galati  
 (Name typed, printed or stamped)  
 Notary Public, State of FL  
 Commission No.: HH 530396  
 My Commission Expires: 9-7-2028



Match Line  
For Cont. See Sheet A2

192' - 4" PVC RW  
187' - 4" PVC WM  
DEMO AND REMOVAL OF  
200' - 12" PVC WM  
DEMO AND REMOVAL OF  
250' - 16" PVC RW

WET TAP EXISTING 12" WM

WET TAP EXISTING 16" RW

EXISTING GATE VALVE TO BE ADJUSTED TO FINAL GRADE  
PROPOSED RELOCATED FH & GATE VALVE  
EXISTING GATE VALVE TO BE ADJUSTED TO FINAL GRADE  
EX. FH, GATE VALVE AND 6" MAIN TO BE RELOCATED  
EXISTING GATE VALVE TO BE ADJUSTED TO FINAL GRADE

EXISTING GATE VALVE TO BE ADJUSTED TO FINAL GRADE  
PROPOSED FH & GATE VALVE  
EX. FH, GATE VALVE AND 6" MAIN TO BE RELOCATED

EXISTING GATE VALVE TO BE ADJUSTED TO FINAL GRADE

DEMO AND REMOVAL OF  
100' - 8" PVC WM  
DEMO AND REMOVAL OF  
80' - 8" PVC RWM

EXISTING FIRE HYDRANT & GATE VALVE  
TO BE RAISED TO FINISHED GRADE

WATER SERVICE  
RELOCATION (TYPICAL)  
RECLAIM WATER SERVICE  
RELOCATION (TYPICAL)

ADJUST MANHOLE TOP  
TO FINAL GRADE

EXISTING SS MANHOLE  
TOP TO BE ADJUSTED  
TO FINAL GRADE  
DEMO AND REMOVAL OF  
116' - 6" PVC FM

# Flemings Road

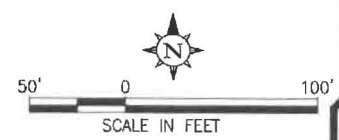
**POULOS & BENNETT**

a Pape-Dawson company  
Exhibit A - Page 1 of 5

2602 E. Livingston St., Orlando, FL 32803  
7563 Philips Hwy., Suite 303, Jacksonville, FL 32256  
T: 407.487.2594 F: 407.289.5280

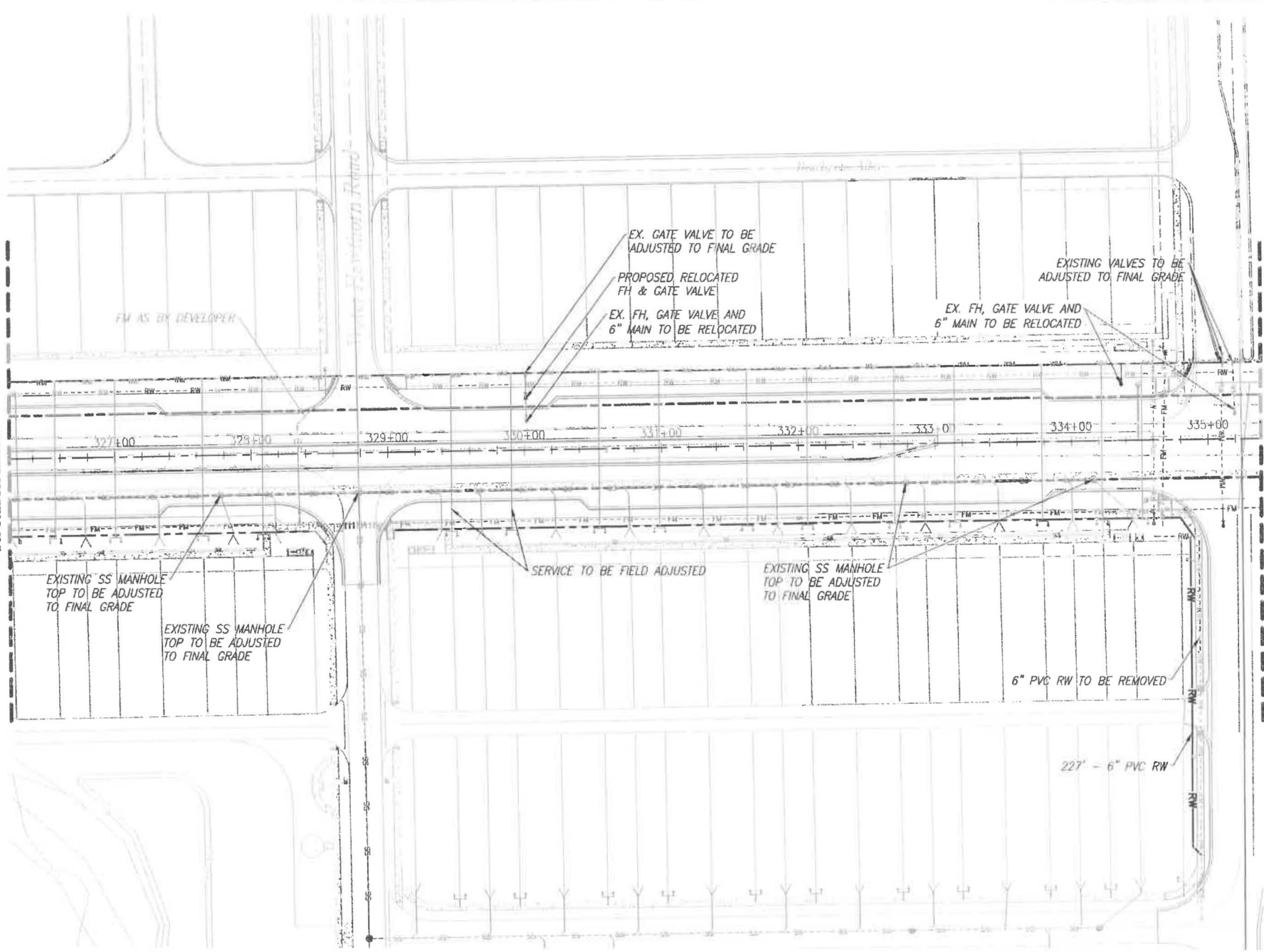
info@poulosandbennett.com  
www.poulosandbennett.com  
Certificate of Authorization No. 28567

November 5th, 2025  
P & B Job No.: 22-085



Match Line  
For Cont. See Sheet A1

Match Line  
For Cont. See Sheet A3



# Flemings Road

**POULOS & BENNETT**

a Pape-Dawson company

Exhibit A - Page 2 of 5

2602 E. Jvingston St., Orlando, FL 32803  
7563 Philips Hwy., Suite 303, Jacksonville, FL 32256  
T: 407.487.2594 F: 407.289.5280

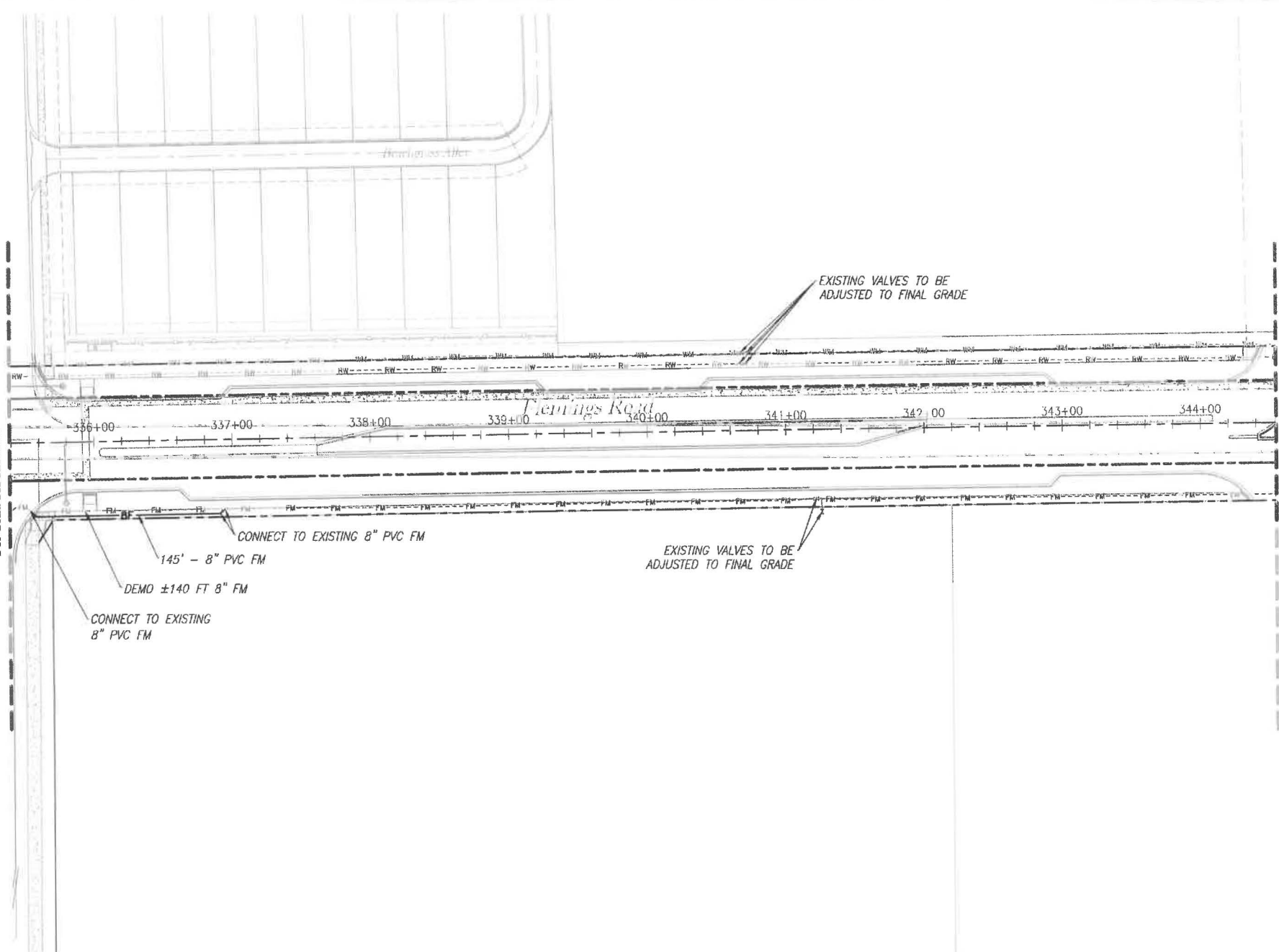
info@poulosandbennett.com  
www.poulosandbennett.com  
Certificate of Authorization No. 28567



Match Line

For Cont. See Sheet A2

Match Line  
For Cont. See Sheet A4



# Flemings Road

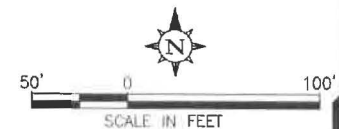
**POULOS & BENNETT**

a Pape-Dawson company

Exhibit A - Page 3 of 5

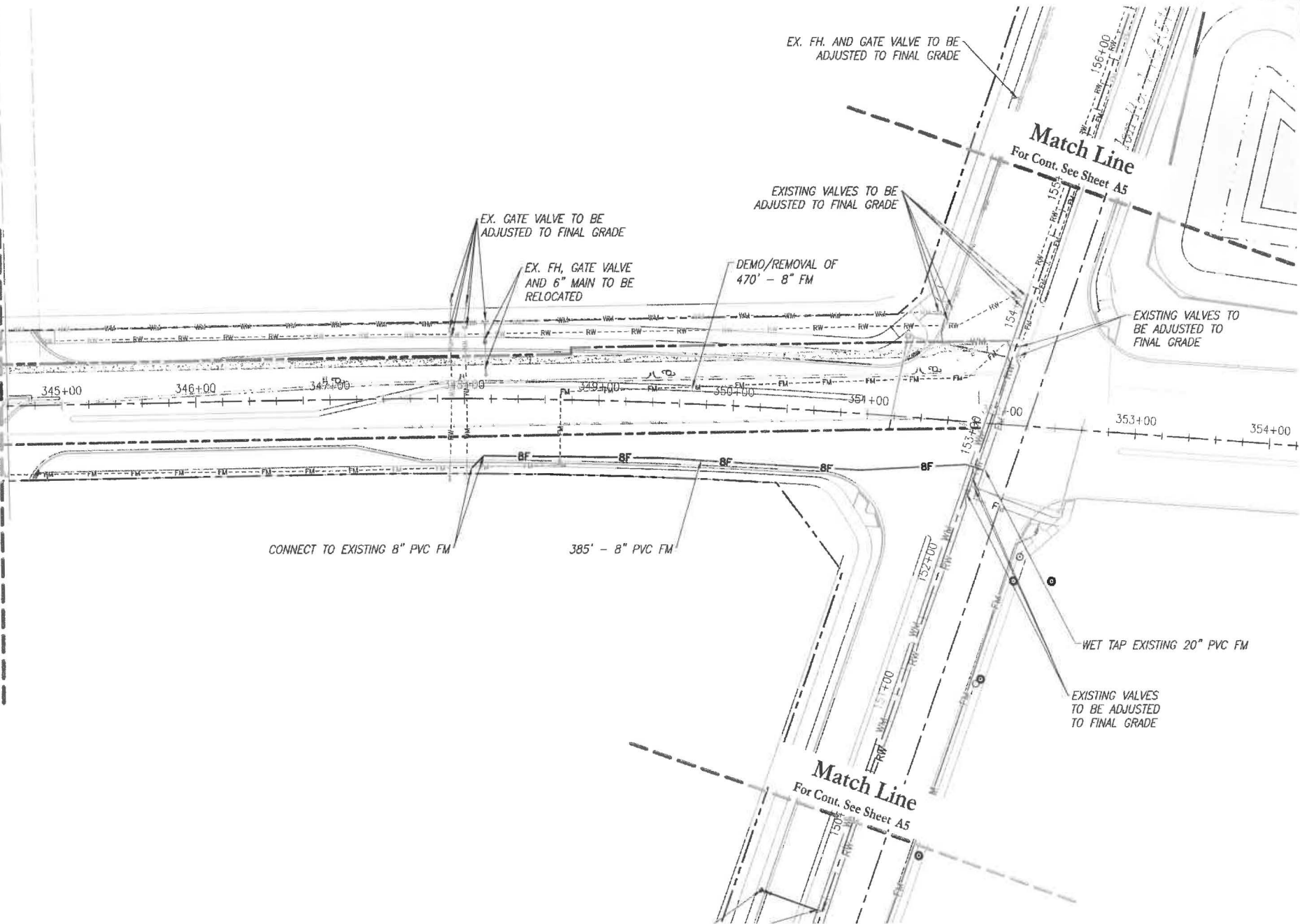
2602 E. Livingston St., Orlando, FL 32803  
7563 Philips Hwy., Suite 303, Jacksonville, FL 32256  
T: 407.487.2594 F: 407.289.5280

info@poulosandbennett.com  
www.poulosandbennett.com  
Certificate of Authorization No. 28567



November 5th, 2025  
P & B Job No.: 22-085

Match Line  
For Cont. See Sheet A3



# Flemings Road

**POULOS & BENNETT**

a Pape-Dawson company

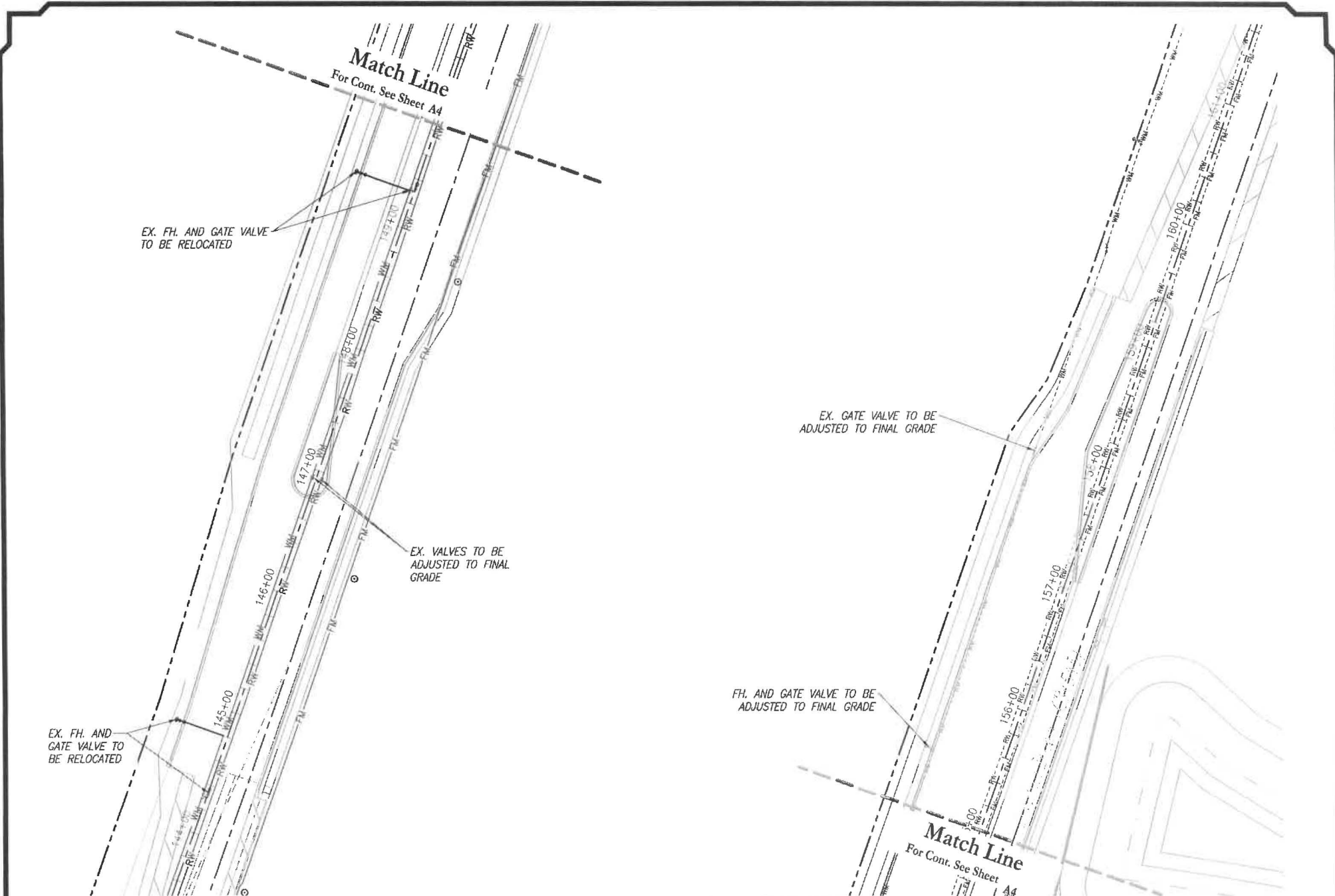
Exhibit A - Page 4 of 5

2602 E. Livingston St., Orlando, FL 32803  
7563 Philips Hwy., Suite 303, Jacksonville, FL 32256  
T: 407.487.2594 F: 407.289.5280

info@poulosandbennett.com  
www.poulosandbennett.com  
Certificate of Authorization No. 28567



November 5th, 2025  
P & B Job No.: 22-085



# Flemings Road

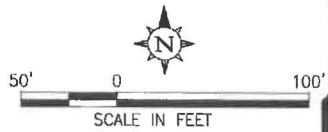
**POULOS & BENNETT**

a Pape-Dawson company

Exhibit A - Page 5 of 5

2602 E. Livingston St., Orlando, FL 32803  
 7563 Philips Hwy., Suite 303, Jacksonville, FL 32256  
 T: 407.487.2594 F: 407.289.5280

info@poulosandbennett.com  
 www.poulosandbennett.com  
 Certificate of Authorization No. 28567



November 5th, 2025  
 P & B Job No.: 22.085

Z:\2021\21-058 MI HOMES - VILLAGE I CEM GROVES\DWG\FINAL\COUNTY\FLEMINGS SUBMITTAL C PERMITS\21-058-FLEMINGS.DWG

# EXHIBIT B

## FLEMINGS ROAD - UTILITY IMPROVMENTS E-PERMIT 23-E-309

DESCRIPTION	PROJECT TOTAL			
	UNIT	QUANTITY	UNIT PRICE	ORANGE COUNTY UTILITIES COST
<b>SEWER SYSTEM</b>				
Manhole Adjustment	EA			\$ -
<b>FORCEMAIN</b>				
20"x8" Tapping Sleeve & Valve	EA			\$ -
Connect to Existing	EA			\$ -
Force Main Fittings	LS			\$ -
Open Cut	SY			\$ -
8" PVC	LF			\$ -
8" Plug Valve	EA			\$ -
Testing per JHA	LF			\$ -
Valve Adjustment	EA			\$ -
Remove Existing Pipe (PVC) (FM) (4"-6")	LF			\$ -
Remove Existing Pipe (PVC) (FM) (8"-20")	LF			\$ -
<b>WATER DISTRIBUTION SYSTEM</b>				
Double Water Service	EA			\$ -
12"x4" Tapping Sleeve & Valve	EA			\$ -
2" Jumper Connection	EA			\$ -
4" DR18 PVC WM	LF			\$ -
4" Gate Valve	EA			\$ -
Blow Off Assembly	EA			\$ -
Fittings	LS			\$ -
Testing/Chlorination per JHA	LF			\$ -
Fire Hydrant Assembly Relocation	LF			\$ -
Valve Adjustment	EA			\$ -
Remove Existing Pipe (PVC) (WM) (8"-20")	LF			\$ -
<b>RECLAIM WATER DISTRIBUTION SYSTEM</b>				
Single Reuse Service	EA			\$ -
Double Reuse Service	EA			\$ -
16"x4" Tapping Sleeve & Valve	EA			\$ -
4" DR18 PVC RM	LF			\$ -
4" Gate Valve	EA			\$ -
Blow Off Assembly	EA			\$ -
Fittings	LS			\$ -
Testing per JHA	LF			\$ -
Valve Adjustment	EA			\$ -
Remove Existing Pipe (PVC) (RWM) (8"-20")	LF			\$ -
6" PVC RM	LF			\$ -
<b>PROJECT TOTAL COST</b>				<b>\$ -</b>