



Interoffice Memorandum

June 26, 2017

TO: Mayor Teresa Jacobs
and Board of County Commissioners

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

SUBJECT: BCC AGENDA ITEM – Consent Agenda
July 11, 2017 BCC Meeting
Utility Construction Reimbursement Agreement for the
Innovation Place Project (A.K.A. Storey Park Utilities) – Part D
Contact Person: Andres Salcedo, P. E., Assistant Director
Utilities Department
407-254-9719

The Orange County Utilities Department (County) requested that Lennar Homes, LLC (Developer) construct County utilities (the Part D CIP Utility Work) on its behalf when the Developer constructs a portion of Dowden Road which is within the Storey Park development (previously named Innovation Place).

The Part D CIP Utility Work includes approximately 527 linear feet (LF) of 30-inch diameter waste water force main, approximately 2,661 LF of 20-inch diameter waste water force main and approximately 3,096 LF of 20-inch diameter potable water main within a portion of the right of way of Dowden Road.

The County already designed and permitted the Part D Utility Work. The Developer shall now construct the Part D CIP Utility Work and the County shall reimburse the Developer for the costs of construction according to the subject agreement.

The construction costs of the Part D CIP Utility Work under this agreement include the construction cost of \$1,406,978. and a 10% contingency of \$140,697.80. The costs to be paid by the County are limited to a total payment obligation amount not to exceed \$1,547,675.80.

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

Action Requested: Approval and execution of Utility Construction Reimbursement Agreement for the Innovation Place Project (A.K.A. Storey Park Utilities) – Part D by and between Orange County and Lennar Homes, LLC in the not to exceed amount of \$1,547,675.80.

District 4.

**UTILITY CONSTRUCTION REIMBURSEMENT AGREEMENT
FOR THE INNOVATION PLACE PROJECT (A.K.A. STOREY PARK
UTILITIES) – PART D**

THIS UTILITY CONSTRUCTION REIMBURSEMENT AGREEMENT FOR THE INNOVATION PLACE PROJECT (A.K.A. STOREY PARK UTILITIES) – PART D (this “Agreement”) is made and entered into as of the date of last execution below (the “Effective Date”) by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (the “COUNTY”) whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 and Lennar Homes, LLC, a Florida limited liability company (the “DEVELOPER”) whose address is 6750 Forum Drive, Suite 310, Orlando, Florida 32821. Hereinafter, the COUNTY and the DEVELOPER may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the DEVELOPER is the fee simple owner of certain real property located in the County, as more particularly described in **Exhibit “A” (Property Legal Description)** attached hereto and made a part hereof by this reference (the “Property”); and

WHEREAS, the DEVELOPER contemplates the development of the Property for various uses; and

WHEREAS, as part of the current development of a portion of the Property, Developer will be required to construct certain improvements to the Dowden Road right-of-way for the Innovation Place Project (a.k.a. Storey Park Utilities); and

WHEREAS, the Property is located entirely within the COUNTY’S water, wastewater, and reclaimed water service territory and, therefore, the COUNTY is the appropriate water, wastewater, and reclaimed water service provider having jurisdiction over the Property; and

WHEREAS, the COUNTY, in order to better serve areas within its water, wastewater, and reclaimed water service territory and in the interest of efficiency and economy, and in coordination with the current development of a portion of the Property, requests the DEVELOPER to construct (i) approximately 527 linear feet of 30-inch diameter wastewater

force main and 2,661 linear feet of 20-inch wastewater force main, (collectively, the “Sewer Line”) and (ii) approximately 3,096 linear feet of 20-inch diameter potable water main, (the “Water Line”) all as depicted in **Exhibit “B” (Innovation Place Project (a.k.a. Storey Park Utilities) – Part D – Utility Work Schematic)** attached hereto and made a part hereof by this reference (collectively the “Project”) and the COUNTY herein below agrees to pay the costs of the Project satisfactorily performed; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which (i) the COUNTY shall permit (except as otherwise provided in this Agreement) the Project, (ii) as requested by the COUNTY, the DEVELOPER shall construct the Project, and (iii) the COUNTY shall reimburse the DEVELOPER for the costs of constructing the Project, 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; and

WHEREAS, the COUNTY and the DEVELOPER entered into that certain “Utility Construction Reimbursement Agreement for Dowden Road and Innovation Way South” approved by the Orange County Board of County Commissioners on January 13, 2015 (the “2014 Dowden-IWS UCRA”) for the purpose of setting forth the terms and conditions under which (i) the COUNTY would design, engineer, and permit certain “CIP Utility Work” (as defined in the 2014 Dowden-IWS UCRA), (ii) the DEVELOPER would construct such “CIP Utility Work” (as defined in the 2014 Dowden-IWS UCRA), and (iii) the COUNTY would reimburse the DEVELOPER for the costs of constructing the “CIP Utility Work” (as defined in the 2014 Dowden-IWS UCRA); and

WHEREAS, the COUNTY and the DEVELOPER entered into that certain “Utility Construction Reimbursement Agreement for Dowden Road, Connector Road, and Innovation Way South (Part B)” approved by the Orange County Board of County Commissioners on July 12, 2016 (the “2016 Part B UCRA”) for the purpose of setting forth the terms and conditions under which (i) the COUNTY would permit (except as otherwise provided in the 2016 Part B UCRA) the “Part B CIP Utility Work” (as defined in the 2016 Part B UCRA), (ii) the DEVELOPER would construct such “Part B CIP Utility Work” (as defined in the 2016 Part B UCRA), and (iii) the COUNTY would reimburse the DEVELOPER for the costs of constructing the “Part B CIP Utility Work” (as defined in the 2016 Part B UCRA); and

WHEREAS, for avoidance of doubt, the COUNTY and the DEVELOPER acknowledge and agree that there is no overlap between the “CIP Utility Work” (as defined in the 2014 Dowden-IWS UCRA), the “Part B CIP Utility Work” (as defined in the 2016 Part B UCRA), and the Project, that this Agreement does not modify or amend either the 2014 Dowden-IWS UCRA or the 2016 Part B UCRA in any way, and that this Agreement, the 2014 Dowden-IWS UCRA, and the 2016 Part B UCRA are each separate and standalone agreements between the COUNTY and the DEVELOPER, none of which agreements shall be used to explain, modify, amplify, or aid in the interpretation, construction, or meaning of any other of the agreements.

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties, each intending to be legally bound, agree as follows:

SECTION 1. RECITALS INCORPORATED.

All of the recitals contained herein are true and correct, and are incorporated herein and made a part hereof by this reference.

SECTION 2. PREPARATION OF CONSTRUCTION PLANS.

The COUNTY has caused, prior to the Effective Date, the preparation of ninety percent (90%) utility design plans and construction specifications for the Project known as the “Innovation Place Project (a.k.a. Storey Park Utilities)” bearing Reiss Engineering Project Number 110030 and showing the utility locations as depicted in **Exhibit “B”**. COUNTY acknowledges that DEVELOPER shall construct the Project based on such 90% plans and specifications and in accordance with all permits set forth in Section 4 herein.

SECTION 3. BIDS AND CONTRACT.

3.1 The DEVELOPER shall retain a professional engineering firm acceptable to the COUNTY to assist the DEVELOPER in obtaining for the Project three (3) bids for performing the construction from responsible, qualified bidders acceptable to the COUNTY and further defined herein below.

3.1.1 The DEVELOPER shall obtain itemized bids for the Project as depicted in **Exhibit “B”** that will display the bid prices for each item listed in **Exhibit “C” (Bid Schedule)** attached hereto and made a part hereof by this reference.

3.1.2 Each bidder for the Project shall include a listing of a minimum of two (2) reference projects in the continental United States in state, county, or municipality public rights of way successfully completed by such bidder in the last ten (10) years that consisted of installation of a minimum of 2,000 linear feet of continuous 20-inch potable water main, wastewater forcemain or reclaimed watermain. Each bidder shall submit the name and current telephone number of a reference contact to verify the successful completion and details of the reference project.

3.2 The DEVELOPER shall provide the COUNTY in writing a signed and sealed by a professional engineering firm tabulation of all the bids received, copies of the itemized bids, lists of reference projects for each bidder and results of the reference checking by the professional engineering firm for the construction of the Project.

3.3 The COUNTY shall have fifteen (15) days following receipt of the bids and reference projects from the DEVELOPER for the Project to review and notify the DEVELOPER, in writing, of the COUNTY’S selected bid. Any 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 otherwise perform. In the event the COUNTY does not accept any bid, the parties agree to meet in good faith to negotiate toward a successful bid. If the parties are unable to resolve their disagreement within thirty (30) days of the COUNTY'S rejection of all bids, the DEVELOPER shall solicit bids again from three (3) qualified bidders in accordance with Section 3.1 and Section 3.2 of this Agreement. This Section 3.3 shall apply to subsequent bids, provided that if the COUNTY does not accept any bid the second time and the COUNTY and the DEVELOPER still cannot reach an agreement on a successful bid, then this Agreement may terminate upon County providing thirty (30) days notice to the DEVELOPER, and neither party shall be liable for or be entitled to bring any action against the other for damages.

3.4 The DEVELOPER shall ensure that its construction contract for the Project contains a Maintenance Surety pursuant to Section 7 of this Agreement, which Maintenance Surety shall be in force and effect for a period of one (1) year from the date on which the COUNTY issues a certificate of completion (a "COC") for the Project.

3.5 The DEVELOPER shall ensure that its construction contract for the Project contains a performance bond and a payment bond pursuant to Section 7 of this Agreement, which bond shall be in the amount of the value of the construction contract. The performance bond shall ensure that the construction contractor fully, promptly, and faithfully performs the construction contract and all obligations thereunder. The payment bond shall ensure that the construction contractor shall promptly make payment to all persons supplying services, labor material, or supplies used directly or indirectly by the construction contractor or any subcontractor(s) in the prosecution of the work provided for in the construction contract.

3.6 The DEVELOPER'S contract for the construction of the Project shall provide that the COUNTY is a third-party beneficiary and an additional insured.

SECTION 4. PERMITS.

The DEVELOPER shall apply for and obtain: (i) all environmental resource permits necessary for the Project; (ii) all permits necessary for the Mass Grading Work (hereinafter defined); and (iii) all necessary governmental permits and approvals related to wetlands impacts of the Project (collectively, the "Developer Permits"). The COUNTY shall apply for and obtain all necessary governmental permits and approvals for the Project other than the Developer Permits, including without limitation all Florida Department of Environmental Protection (FDEP) permits and approvals required for the Project.

SECTION 5. COMMENCEMENT OF WORK.

After the execution of this Agreement, completion of the Mass Grading Work (hereinafter defined) at the DEVELOPER'S sole cost and expense, issuance of all required permits for the Project, and the COUNTY'S receipt of the payment and performance surety for the Project referenced in Section 3.5 of this Agreement, and a Pre-Construction Conference scheduled with the COUNTY, the DEVELOPER will commence the Project based upon the construction documents as referenced in Section 2 and permits for the same. The Preconstruction Conference

shall be attended by the DEVELOPER, the selected construction contractor and the COUNTY'S Utilities Department Field Services Construction Inspection Section to discuss the date of commencement of the Project and relevant Project information and details. As used in this Agreement, "**Mass Grading Work**" shall mean and refer to the mass grading, to elevations consistent with the "Innovation Way North 60% Construction Plans," of the portion of the future Dowden Road right-of-way/ roadway as depicted in **Exhibit "B" (Innovation Place Project (a.k.a. Storey Park Utilities) – Part D – Utility Work Schematic)** attached hereto and made a part hereof ("**Part D**").

SECTION 6. PAYMENT OF CONSTRUCTION COSTS.

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

6.1 The DEVELOPER shall pay all costs associated with the construction of the Project. Notwithstanding the foregoing, the COUNTY shall reimburse the DEVELOPER for the final, COUNTY approved, reasonable costs actually incurred for construction of the Project as more specifically provided in Section 6.2 of this Agreement. In no case shall the COUNTY'S total payment obligation for permitting and construction costs of the Project under this Agreement exceed the estimated construction cost provided and signed and sealed by a State of Florida registered Professional Engineer as indicated in EXHIBIT D (Engineers Estimate of Probable Cost) of One Million, Four Hundred Six Thousand, Nine Hundred Seventy-Eight and 00/100 U.S. Dollars (\$1,406,978.00), plus a 10% Contingency of One Hundred Forty Thousand, Six Hundred Ninety Seven and 80/100 U.S. Dollars (\$140,697.80), for a total amount of One Million, Five Hundred Forty Seven Thousand, Six Hundred Seventy Five and 80/100 U.S. Dollars (\$1,547,675.80). The DEVELOPER and the COUNTY acknowledge that the above-described reimbursement cap was based on the Engineer's Estimate of Probable Cost set forth in **Exhibit "D"** attached hereto and made a part hereof by this reference; provided, however, that the DEVELOPER and the COUNTY agree that such exhibit has been attached hereto for informational purposes only and that neither such exhibit, nor any information set forth therein, shall be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement, including without limitation the above-described reimbursement cap and/or the application thereof.

6.2 When the Project is satisfactorily performed, in the COUNTY's sole discretion, the COUNTY shall, except as otherwise set forth in Section 6.4 of this Agreement, reimburse to the DEVELOPER the construction costs associated with such Project as one (1) lump sum payment within sixty (60) days after all of the following events have occurred and documents are provided to the COUNTY:

- 6.2.1** Inspection, approval, and acceptance by the COUNTY of the Project as evidenced by the issuance by the COUNTY'S Utilities Department Field Services Division to the DEVELOPER'S construction contractor of, and receipt by the COUNTY of, the COC;
- 6.2.2** Completion by the DEVELOPER, at the DEVELOPER's sole cost and expense, of the sodding of Part D and acceptance by the COUNTY's Utilities Department

Field Services Division Construction Inspection Section of the sodding work by agreeing that any sod required by any of the governmental permits or approvals for the Mass Grading Work or the Project has established growth (to prevent erosion of the Mass Grading Work);

- 6.2.3 Receipt by the COUNTY of a written reimbursement request requesting reimbursement from the DEVELOPER;
- 6.2.4 Receipt and approval by the COUNTY of the Maintenance Surety as described in Section 7 of this Agreement for the Project;
- 6.2.5 Receipt and approval by the COUNTY of the Bill of Sale as described in Section 7 of this Agreement for the Project;
- 6.2.6 Receipt by the COUNTY of the DEVELOPER'S construction contractor's original bid for constructing the Project;
- 6.2.7 Receipt by the COUNTY of a copy of the agreement between the DEVELOPER and the DEVELOPER'S construction contractor for constructing the Project;
- 6.2.8 Receipt by the COUNTY of a list of all subcontractors used by the DEVELOPER'S construction contractor to complete the Project;
- 6.2.9 Receipt by the COUNTY of all final release of claims/liens for all subcontractors used by the construction contractor to complete the Project;
- 6.2.10 Receipt by the COUNTY of Contractor's Final Payment Affidavit for final payment;
- 6.2.11 Receipt by the COUNTY in numerical order of all contractor's application(s) for payment including approval by the COUNTY'S Utilities Department Field Services Division;
- 6.2.12 Receipt by the COUNTY of DEVELOPER'S Certification of Final Cost signed and sealed by a professional engineering firm suitable to the COUNTY;
- 6.2.13 Receipt by the COUNTY of force main pressure test logs;
- 6.2.14 Receipt by the COUNTY of the FDEP Clearance Letters to put force main being constructed as the Project in service;
- 6.2.15 Intentionally deleted;
- 6.2.16 Receipt by the COUNTY of a Record Drawings Letter of Transmittal to the Utilities Department Field Services Division;
- 6.2.17 Receipt and approval by the COUNTY of the record drawings for the Project; and

6.2.18 Receipt by the COUNTY of any utility easement(s) or right(s) of way in favor of the COUNTY required for the Project as depicted in Exhibit B.

6.3 In the event the COUNTY objects to any fee or cost set forth in the reimbursement request or supporting documentation, the Parties agree to meet in good faith concerning payment of the objected to fee or cost. Notwithstanding the foregoing, the Parties agree that all disputes relating to the reimbursement request or supporting documentation, and/or to any fee or cost set forth therein, shall be resolved in a manner and within the timeframes provided in Section 218.76, Florida Statutes.

6.4 Notwithstanding any term or provision of this Agreement to the contrary, including without limitation the provisions of Section 6.1 above that “The DEVELOPER shall pay all costs associated with the construction of the Project” and/or Section 23 below, nothing in this Agreement shall be deemed or construed to limit or prevent the ability of the DEVELOPER to, and the COUNTY hereby expressly acknowledges that the DEVELOPER may, enter into separate agreements with third-parties (i.e. persons who are not a Party to this Agreement), upon terms and conditions acceptable to the DEVELOPER in the DEVELOPER’s sole and absolute discretion, to provide the terms and conditions upon which the DEVELOPER and one or more such third-parties may participate in the funding of the satisfaction of the DEVELOPER’s obligations under this Agreement, including without limitation the construction of the Project by the DEVELOPER’s construction contractor for the Project; provided, however, in no event shall any such separate agreement with any such third-party (or the non-performance of any such third-party under any such separate agreement) relieve the DEVELOPER of its obligations under this Agreement, for all of which duties and obligations the DEVELOPER shall remain directly and fully responsible and liable to the COUNTY in accordance with the terms and provisions of this Agreement. In furtherance thereof, and in the event the DEVELOPER exercises the right and flexibility provided to the DEVELOPER by this Section 6.4, then:

6.4.1 the COUNTY hereby expressly acknowledges that one or more such third-parties may be parties, along with the DEVELOPER and the DEVELOPER’s construction contractor for the Project, to the DEVELOPER’s construction contract for the Project; and

6.4.2 notwithstanding any term or provision of this Agreement to the contrary (including without limitation Section 23 below), the DEVELOPER may – by written notice the COUNTY delivered at any time prior to COUNTY having reimbursed to DEVELOPER the construction costs associated with such Project as one (1) lump sum payment (as described in Section 6.2 of this Agreement) direct the COUNTY to remit to one or more third parties, as the DEVELOPER may direct in its written notice to the COUNTY, all or a portion of the construction cost reimbursement to which the DEVELOPER is entitled under this Section 6 of this Agreement, in such amount(s) as the DEVELOPER may direct in its written notice to the COUNTY. Any such written direction by the DEVELOPER shall be honored by the COUNTY; provided, however, in no event shall any such written direction or any exercise by the DEVELOPER of the rights and flexibility provided to the DEVELOPER by this Section 6.4.2 alter the total

amount of reimbursement for construction costs to which the DEVELOPER (together with all designated third parties) are entitled to under this Agreement, or alter the timing for when the COUNTY shall be obligated to disburse such reimbursements.

SECTION 7. PERFORMANCE BOND; PAYMENT BOND; MAINTENANCE SURETY; AND BILL OF SALE.

7.1 Prior to commencing the Project, the DEVELOPER shall, or shall cause its construction contractor for the Project to, obtain and deliver to the COUNTY a performance bond and a payment bond as referenced in Section 3.5 of this Agreement, acceptable to the COUNTY, pursuant to Section 255.05, Florida Statutes, as it may be amended. The bonds shall name the COUNTY as Dual-Obligee and be assignable to the COUNTY following acceptance of the Project by the COUNTY. The surety company issuing said performance and payment bonds shall meet the following qualifications:

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

7.2 The DEVELOPER shall also provide, or shall cause its construction contractor for the Project to provide, a maintenance surety (the "Maintenance Surety") in the form of a letter of credit, cash escrow, or maintenance bond in an amount equal to ten percent (10%) of the cost of the Project, prior to the COUNTY'S issuance of a certificate of completion and acceptance of the Project for maintenance. The purpose of the Maintenance Surety is to guarantee the materials, workmanship, structural integrity, functioning, and maintenance of the Project for one (1) year (see Section 3.4 of this Agreement) after issuance of the certificate of completion.

7.3 Prior to the COUNTY'S acceptance of the Project for maintenance, the DEVELOPER shall deliver to the COUNTY a bill of sale in favor of the COUNTY at which time the COUNTY shall be deemed to have accepted the dedication of and the ownership and operational responsibility for the Project. The bill of sale shall be in form and substance substantially identical to that certain form of bill of sale set forth in **Exhibit "E"** attached hereto and made a part hereof by this reference.

SECTION 8 INDEMNIFICATION.

The DEVELOPER shall, and shall cause its contractors to, to the fullest extent permitted by law, defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all liabilities, claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of or resulting from the performance of the Project, 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 Project by the construction contractor and/or any subcontractors, and/or anyone directly or indirectly employed by any of them, and/or anyone for whose acts any of them may be liable, excepting those acts or omissions arising out of the negligence of the COUNTY.

Provided, if this Agreement is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06 of the Florida Statutes, any obligation of any contractor to defend, indemnify, or hold harmless the COUNTY, its official, agents, and/or employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the contractors and persons employed or utilized by the contractors in the performance of the Project.

SECTION 9. INSURANCE.

Prior to commencing the Project and throughout the course of construction of the Project, 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 not less than one million and 00/100 U.S. Dollars (\$1,000,000.00) for employer's liability with a waiver of subrogation in favor of the COUNTY, its consultants, agents, employees, and officials.
- (ii) Commercial general liability insurance for all operations including, but not limited to contractual, products, and completed operations and personal injury with limits of not less than one million and 00/100 U.S. 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 U.S. Dollars (\$1,000,000.00) per occurrence.

- (iv) Professional liability (errors and omissions) in amounts not less than one million and 00/100 dollars (\$1,000,000.00) per occurrence.
- (v) Pollution liability insurance with limits of not less than one million and 00/100 U.S. Dollars (\$1,000,000.00) per occurrence.

The DEVELOPER shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified above and shall furnish to the COUNTY evidence of such insurance. The COUNTY shall be named as an additional insured on all policies except for workers compensation coverage.

All coverage shall be primary and not contributory with any insurance or self-insurance maintained by the COUNTY.

SECTION 10. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS.

If for any reason during the first year of the term of this Agreement, local, regional, or state governments or agencies (including the COUNTY) shall fail to issue necessary permits or fail to grant necessary approvals for the Project, 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 shall affect the ability of the DEVELOPER or the COUNTY to perform any of the terms thereof, this Agreement shall be renegotiated by the Parties hereto to the extent reasonably feasible to cause the Project, as applicable, to comply with said requirements.

SECTION 11. TERM; REMEDIES.

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 third anniversary of the Effective Date of this Agreement, let contracts for the construction of the Project with a construction contractor 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 shall 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 hereto 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 shall bear the cost of its own attorney fees and costs for any action arising out of or in connection with this Agreement.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATION.

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

SECTION 13. NOTICE.

Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three (3) days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a Party at the address set forth opposite the Party's name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith. Any notice delivered by overnight courier shall be deemed to have been duly given, delivered, or made on the first business day, excluding weekends and holidays, following the date the same is delivered to the overnight courier as established by the receipted bill of lading.

If to the COUNTY: Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825
Attn: Director
Telephone: (407) 254-9804
Facsimile: (407) 254-9899

With copy to: Orange County Attorney's Office
Orange County Administration Building
201 South Rosalind Avenue, 3rd Floor
Orlando, Florida 32801
Attn: County Attorney
Telephone: (407) 836-7320
Facsimile: (407) 836-5888

If to the DEVELOPER: Lennar Homes, LLC
6750 Forum Drive, Suite 310
Orlando, Florida 32821
Telephone: (407) 586-4000
Facsimile: (407) 586-4001

With copy to: Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801
Attn: Michael J. Grindstaff, Esquire
Telephone: (407) 423-3200
Facsimile: (407) 425-8316

SECTION 14. ENTIRE AGREEMENT.

This Agreement and that certain Utilities Coordination Development Agreement (Innovation Place) between the Parties and Moss Park Properties, LLLP, a Florida limited liability limited partnership, approved by the COUNTY on October 14, 2014, and recorded on October 20, 2014, in Official Records Book 10822, Page 4681, of the Public Records of Orange County, Florida, constitute the entire agreements of the Parties with respect to the subject matter hereof. This Agreement 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 hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement. Whenever this Agreement requires that something be done within a specific number of days, such period shall (i) not include the day from which such period commences; (ii) include the day upon which such period expires; (iii) expire at 5:00 PM local time on the date by which such thing is to be done; (iv) if six (6) days or more, be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday, or federal banking holiday in this state where such thing is to be done, such period shall extend to the first business day thereafter; and (v) if less than six (6) days, shall be construed to exclude any Saturday, Sunday, or federal banking holiday.

SECTION 16. NON-WAIVER.

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

SECTION 17. CONSTRUCTION OF AGREEMENT.

This Agreement shall not be construed against either Party on the basis of it being the drafter of this Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided

for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

SECTION 18. REASONABLE APPROVAL.

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

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 shall require the DEVELOPER to allow public access to any financial information not pertaining specifically to the Project, or to any proprietary or otherwise privileged information.

SECTION 20. RECORDS AND AUDITS.

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

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 invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained in this Agreement are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that extent, this Agreement is declared severable.

SECTION 23. ASSIGNMENT.

Except as otherwise expressly set forth herein, this Agreement, and all of the rights, obligations, and responsibilities hereunder, shall be in no part assignable by the DEVELOPER without the consent or approval of such assignment by the COUNTY, provided that the COUNTY'S approval will not be unreasonably withheld. Only upon the written acceptance by COUNTY of a

successor developer, DEVELOPER will be released from any obligations and responsibilities arising under or attributable to this Agreement.

SECTION 24. DISCLAIMER OF THIRD PARTY BENEFICIARIES.

No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal Party hereto, except any successors in interest of the DEVELOPER or the COUNTY.

SECTION 25. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with laws of the State of Florida. The venue for any non-binding mediation or judicial proceedings shall lie in the Circuit Court of the Ninth Judicial District in and for Orange County, Florida. Both the DEVELOPER and the COUNTY waive their respective right to request a jury trial.

SECTION 26. LAND USE AND OTHER REGULATORY APPROVALS.

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

SECTION 27. NON-APPROPRIATION.

In accordance with the Florida Constitution and other applicable state and local laws, including but not limited to Section 129.07, Florida Statutes (2016), 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 among the Parties and no Party shall be construed to be partners or joint venturers for any purpose.

SECTION 29. AUTHORITY TO ENTER INTO AGREEMENT.

Each person signing this Agreement represents and warrants that he or she has full power and authority to enter into and execute this Agreement and that upon execution and delivery, this Agreement will be binding on and enforceable against that person, or if that person is signing in a representative capacity, then the Party for whom that person signs, subject to only limitations applicable under bankruptcy laws.

SECTION 30. FURTHER DOCUMENTATION.

The Parties agree that from time to time and following a request therefor by a Party, each shall properly execute and deliver to the other Parties such further documents and instruments

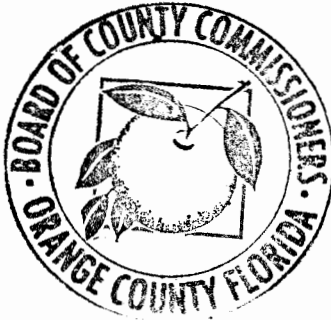
reasonably necessary to confirm and/or effectuate the obligations of each Party hereunder and effectuate the consummation of the transaction contemplated hereby.

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Teresa Jacobs*
Teresa Jacobs
County Mayor

Date: 7.11.17

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

By: *Katie Smith*
Deputy Clerk
Katie Smith

Print: _____

Date: JUL 11 2017

WITNESSES:

LENNAR HOMES, LLC,
a Florida limited liability company

Stephanie Pugliese
Print Name: Stephanie Pugliese

Kelly Beckner
Print Name: Kelly Beckner

By: [Signature]

Name: Brock Nicholas

Title: Vice President

Date: 6/19/2017

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19th day of June, 2017, by Brock Nicholas, as Vice President of Lennar Homes, LLC, a Florida limited liability company, on behalf of the company. Said person is personally known to me or has produced N/A as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of June, 2017.



[Signature]

Print Name: Susan Finkbeiner
Notary Public, State of Florida

My Commission Expires: 4/14/20

EXHIBIT “A”

Developer’s Property

(see attached one (1) document totaling six (6) pages)

EXHIBIT "A"

Property Legal Description

THE AGGREGATE OF THE FOLLOWING FOUR (4) PARCELS OF LAND (I.E. PARCEL M-1, PARCEL M-2, PARCEL L-2A, AND PARCEL L-2B) LESS AND EXCEPT THE FOLLOWING TWO (2) TRACTS OF LAND (I.E. OCPS TRACT AND SLIVERS RETURN TRACTS):

PARCEL M-1

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; RUN S 89° 39' 50 " E, ALONG THE SOUTH LINE OF SAID SECTION 3, 234.97 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF WEWAHOOTEE ROAD AND BEGINNING OF A NON-TANGENTIAL CURVE TO THE SOUTHWEST; THENCE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 47° 39' 48", HAVING A RADIUS OF 653.41 FEET, AND WHOSE LONG CHORD BEARS S 49° 05' 21" W FOR A DISTANCE OF 528.02 FEET, RUN ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE 543.56 FEET, TO A POINT OF TANGENCY; RUN THENCE, S 23° 08' 49" W CONTINUING ON SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 301.23 FEET TO A POINT ON A LINE. THENCE, S 20° 56' 14" W FOR A DISTANCE OF 190.39 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE S 20° 56' 14" W, 117.74 FEET, TO A POINT ON A LINE. THENCE S 21° 05' 31" W FOR A DISTANCE OF 316.40 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE ORLANDO UTILITY COMMISSION RAILROAD DESCRIBED IN OFFICIAL RECORD BOOK 3491, PAGES 539-543, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. THENCE, S 57° 13' 33" W, ALONG SAID NORTHERLY RAILROAD RIGHT OF WAY, FOR A DISTANCE OF 1974.63 FEET TO A POINT ON A LINE. DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN THENCE N 53° 59' 20" W FOR A DISTANCE OF 37.07 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PROPOSED INNOVATION WAY SOUTH; RUN THENCE N 57° 16' 23" E, ALONG SAID SOUTH RIGHT OF WAY LINE, 771.61 FEET TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 40° 58' 21", HAVING A RADIUS OF 1596.00 FEET, AND WHOSE LONG CHORD BEARS N 36° 47' 13" E FOR A DISTANCE OF 1117.14 FEET, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, 1141.31 FEET, TO THE POINT OF TANGENCY; RUN THENCE, N 16° 18' 02" E CONTINUING ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 283.03 FEET, TO A POINT ON A LINE. DEPARTING SAID RIGHT OF WAY LINE, RUN THENCE S 73° 41' 58" E, FOR A DISTANCE OF 467.45 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL M-2:

A PORTION OF SECTIONS 3, 4, 9 AND 10, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS :

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE S 89°39'25" E A DISTANCE OF 185.14 FEET; ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3, TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF WEWAHOOTEE ROAD PER OFFICIAL RECORDS BOOK 5761, PAGE 3567, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 653.41 FEET, A CENTRAL ANGLE OF 44°11'05" AND A CHORD BEARING OF S 45°14'21" W; THENCE FROM A TANGENT

BEARING OF S 67°19'54" W, SOUTHWESTERLY A DISTANCE OF 503.89 FEET ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES; S 23°08'49" W A DISTANCE OF 301.23 FEET; THENCE S 20°56'14" W A DISTANCE OF 190.39 FEET TO A POINT ON THE NORTH LINE OF PARCEL M-1 PER OFFICIAL RECORDS BOOK 10542, PAGE 680, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N 73°47'08" W A DISTANCE OF 472.95 FEET ALONG THE NORTH LINE OF SAID PARCEL M-1 TO A POINT ON THE PROPOSED SOUTHERLY RIGHT OF WAY LINE OF INNOVATION WAY SOUTH, BEING A 125.00 FOOT WIDE RIGHT OF WAY; THENCE ALONG SAID PROPOSED RIGHT OF WAY LINE THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES, N 16°18'02" E A DISTANCE OF 317.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY A DISTANCE OF 39.27 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON SAID CURVE; THENCE N 16°18'02" E A DISTANCE OF 52.00 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING OF N 28°41'58" W; THENCE FROM A TANGENT BEARING NORTH 73°41'58" WEST, NORTHWESTERLY A DISTANCE OF 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 16°18'02" EAST A DISTANCE OF 171.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1012.50 FEET, A CENTRAL ANGLE OF 68°11'38" AND A CHORD BEARING OF N 50°23'51" E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1205.09 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 93°37'43"; THENCE SOUTHEASTERLY A DISTANCE OF 40.85 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON SAID CURVE; THENCE N 88°07'24" E A DISTANCE OF 75.00 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°37'43" AND A CHORD BEARING OF N 44°56'16" E; THENCE FROM A TANGENT BEARING OF N 01°52'36" W, NORTHEASTERLY A DISTANCE OF 40.85 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1012.50 FEET AND A CENTRAL ANGLE OF 41°16'36"; THENCE SOUTHEASTERLY A DISTANCE OF 729.42 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 46°58'16" E A DISTANCE OF 531.46 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE N 89°39'25" W A DISTANCE OF 1227.79 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL L-2A:

A PORTION OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS :

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA THENCE S 89°39'25" E A DISTANCE OF 1597.33 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3 TO A POINT ON THE PROPOSED NORTHEASTERLY RIGHT OF WAY LINE OF INNOVATION WAY SOUTH, BEING A 125.00 FOOT RIGHT OF WAY; THENCE ALONG SAID PROPOSED RIGHT OF WAY THE FOLLOWING TWO (2) COURSES AND DISTANCES, N 46°58'16" W A DISTANCE OF 666.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1137.50 FEET, A CENTRAL ANGLE OF 14°13'38" AND A CHORD BEARING OF N 54°05'06" W; THENCE NORTHWESTERLY A DISTANCE OF 282.46 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTHWESTERLY A DISTANCE OF 547.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°34'55" TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY A DISTANCE OF 38.19 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 87°31'21" TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT BEING ON THE PROPOSED EAST RIGHT OF WAY LINE OF CONNECTOR ROAD, BEING A 86.50 FOOT RIGHT OF WAY; THENCE ALONG SAID PROPOSED EASTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES; N 01°15'28" W A DISTANCE OF 197.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY A DISTANCE OF 39.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°58'03" TO A POINT ON SAID CURVE; THENCE N 01°13'32" W A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°01'57" AND A CHORD BEARING OF N 46°16'27" W; THENCE FROM A TANGENT BEARING OF S 88°42'35" W, NORTHWESTERLY A DISTANCE OF 39.28 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 01°15'28" W A DISTANCE OF 123.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 425.25 FEET AND A CENTRAL ANGLE OF 36°52'36"; THENCE NORTHWESTERLY A DISTANCE OF 273.70 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE DEPARTING SAID PROPOSED EAST RIGHT OF WAY LINE N 46°36'13" E A DISTANCE OF 165.50 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 590.25 FEET, A CENTRAL ANGLE OF 38°21'01" AND A CHORD BEARING OF S 20°25'58" E; THENCE FROM A TANGENT BEARING S 39°36'29" E, SOUTHERLY A DISTANCE OF 395.08 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENCY; THENCE S 01°15'28" E A DISTANCE OF 18.00 FEET; THENCE N 89°32'50" E A DISTANCE OF 345.00 FEET; THENCE S 01°15'28" E A DISTANCE OF 194.99 FEET; THENCE N 89°32'50" E A DISTANCE OF 136.00 FEET; THENCE S 01°15'28" E A DISTANCE OF 73.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 393.31 FEET, A CENTRAL ANGLE OF 22°25'37" AND A CHORD BEARING OF S 11°12'48" W; THENCE FROM A TANGENT BEARING OF S 00°00'00" W, SOUTHERLY A DISTANCE OF 153.95 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 22°25'37" W A DISTANCE OF 170.27 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL L-2B:

A PORTION OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA THENCE SOUTH 89°39'25" EAST. A DISTANCE OF 1597.30 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 TO A POINT ON THE PROPOSED NORTHEASTERLY RIGHT OF WAY LINE OF INNOVATION WAY SOUTH, BEING THE POINT OF BEGINNING; THENCE ALONG SAID PROPOSED RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES, NORTH 46°58'16" WEST, A DISTANCE OF 666.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1137.50 FEET AND A CENTRAL ANGLE OF 14°13'38"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 282.46 FEET TO A POINT ON SAID CURVE; THENCE DEPARTING SAID PROPOSED NORTHEASTERLY RIGHT OF WAY LINE, NORTH 22°25'37" EAST, A DISTANCE OF 170.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 393.31 FEET AND A CENTRAL ANGLE OF 22°25'37"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 153.95 FEET TO A POINT ON SAID CURVE; THENCE

NORTH 01°15'28" WEST, A DISTANCE OF 73.07 FEET; THENCE SOUTH 89°32'50" WEST, A DISTANCE OF 136.00 FEET; THENCE NORTH 01°15'28" WEST, A DISTANCE OF 194.99 FEET; THENCE SOUTH 89°32'50" WEST, A DISTANCE OF 345.00 FEET; THENCE NORTH 01°15'28" WEST, A DISTANCE OF 18.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 590.25 FEET AND A CENTRAL ANGLE OF 38°21'01"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 395.08 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 46°36'13" WEST, A DISTANCE OF 149.25 FEET TO A POINT ON THE PROPOSED EASTERLY RIGHT OF WAY LINE OF CONNECTOR ROAD, SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 442.44 FEET, A CENTRAL ANGLE OF 21°03'01", AND A CHORD BEARING OF NORTH 49°50'37" WEST; THENCE FROM A TANGENT BEARING OF NORTH 39°19'06" WEST, ALONG SAID PROPOSED EASTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES; NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 162.55 FEET TO A POINT ON SAID CURVE; THENCE NORTH 59°29'21" WEST, A DISTANCE OF 101.24 FEET; THENCE DEPARTING SAID PROPOSED EASTERLY RIGHT OF WAY LINE, NORTH 24°23'21" EAST, A DISTANCE OF 240.92 FEET; THENCE SOUTH 65°39'52" EAST, A DISTANCE OF 169.61 FEET; THENCE NORTH 88°13'43" EAST, A DISTANCE OF 238.35 FEET; THENCE NORTH 88°52'34" EAST, A DISTANCE OF 277.91 FEET; THENCE SOUTH 84°13'11" EAST, A DISTANCE OF 50.93 FEET; THENCE SOUTH 77°37'44" EAST, A DISTANCE OF 23.99 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2186.98 FEET, A CENTRAL ANGLE OF 20°56'44", AND A CHORD BEARING OF SOUTH 65°26'03" EAST; THENCE FROM A TANGENT BEARING OF SOUTH 75°54'25" EAST, SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 799.49 TO A POINT ON SAID CURVE; THENCE SOUTH 54°11'54" EAST, A DISTANCE OF 60.33 FEET; THENCE SOUTH 34°33'10" WEST, A DISTANCE OF 14.71 FEET; THENCE SOUTH 54°24'13" EAST, A DISTANCE OF 129.69 FEET; THENCE NORTH 35°24'43" EAST, A DISTANCE OF 127.46 FEET; THENCE SOUTH 54°39'09" EAST, A DISTANCE OF 173.27 FEET TO THE NORTHWEST CORNER OF MOSS PARK RIDGE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGES 83 THROUGH 91, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 00°35'37" EAST, A DISTANCE OF 1331.09 FEET ALONG THE WEST LINE OF SAID PLAT TO THE AFOREMENTIONED SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE NORTH 89°39'25" WEST, A DISTANCE OF 379.45 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL M-1, PARCEL M-2, PARCEL L-2A, AND PARCEL L-2B, COLLECTIVELY, LESS AND EXCEPT:

OCPS TRACT

A PORTION OF SECTIONS 3, 4, 9, AND 10, TOWNSHIP 24 SOUTH, RANGE 31 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 24 SOUTH, RANGE 31 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°39'25" EAST, A DISTANCE OF 185.13 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10 TO THE POINT OF BEGINNING; SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 653.41 FEET, A CENTRAL ANGLE OF 44°11'05", AND A CHORD BEARING OF SOUTH 45°14'21" WEST; THENCE DEPARTING SAID NORTH LINE, FROM A TANGENT BEARING OF SOUTH 67°19'54" WEST, SOUTHWESTERLY 503.89 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE SOUTH 23°08'49" WEST, A DISTANCE OF 301.23 FEET; THENCE SOUTH 20°56'14" WEST, A DISTANCE OF 308.13 FEET; THENCE SOUTH 21°05'31" WEST, A DISTANCE OF 60.24 FEET; THENCE NORTH 73°47'08" WEST, A DISTANCE OF 440.40 FEET; THENCE

NORTH 16°18'02" EAST, A DISTANCE OF 769.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 994.50 FEET AND A CENTRAL ANGLE OF 07°48'18"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 135.47 FEET TO A POINT ON SAID CURVE; THENCE NORTH 39°18'02" EAST, A DISTANCE OF 50.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 982.50 FEET, A CENTRAL ANGLE OF 10°45'15" AND A CHORD BEARING OF NORTH 32°19'07" EAST; THENCE FROM A TANGENT BEARING OF NORTH 26°56'30" EAST, NORTHEASTERLY 184.41 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 26°35'13" AND A CHORD BEARING OF SOUTH 63°23'35" EAST; THENCE FROM A TANGENT BEARING OF SOUTH 76°41'11" EAST, SOUTHEASTERLY 13.92 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY; THENCE SOUTH 50°05'58" EAST, A DISTANCE OF 0.76 FEET; THENCE NORTH 39°54'02" EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 50°05'58" WEST, A DISTANCE OF 6.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 32°52'59"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 20.09 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 994.50 FEET, A CENTRAL ANGLE OF 28°52'52" AND A CHORD BEARING OF NORTH 57°16'47" EAST; THENCE FROM A TANGENT BEARING OF NORTH 42°50'21" EAST, NORTHEASTERLY 501.30 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON SAID CURVE; THENCE NORTH 86°54'55" EAST, A DISTANCE OF 50.37 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 982.50 FEET, A CENTRAL ANGLE OF 07°48'54" AND A CHORD BEARING OF NORTH 78°27'50" EAST; THENCE FROM A TANGENT BEARING OF NORTH 74°33'23" EAST, EASTERLY 134.01 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON SAID CURVE; THENCE NORTH 84°55'19" EAST, A DISTANCE OF 40.50 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 39°43'02" AND A CHORD BEARING OF SOUTH 25°00'41" EAST; THENCE FROM A TANGENT BEARING OF SOUTH 44°52'12" EAST, SOUTHEASTERLY 34.66 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON SAID CURVE; THENCE NORTH 88°40'49" EAST, A DISTANCE OF 95.77 FEET; THENCE NORTH 01°19'11" WEST, A DISTANCE OF 10.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 44°08'06"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.51 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 994.50 FEET, A CENTRAL ANGLE OF 30°04'42" AND A CHORD BEARING OF SOUTH 73°03'12" EAST; THENCE FROM A TANGENT BEARING OF SOUTH 88°05'33" EAST, EASTERLY 522.08 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON SAID CURVE; THENCE SOUTH 13°56'18" WEST, A DISTANCE OF 439.31 FEET; THENCE NORTH 89°40'31" WEST, A DISTANCE OF 338.85 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTH, HAVING A RADIUS OF 615.00 FEET AND A CENTRAL ANGLE OF 19°34'05"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 210.04 FEET TO A POINT ON SAID CURVE AND THE AFORESAID NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10; THENCE NORTH 89°39'25" WEST, A DISTANCE OF 24.33 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

SLIVERS RETURN TRACTS

THE LANDS DESCRIBED ON EXHIBIT "A" TO THAT CERTAIN "SPECIAL WARRANTY DEED" RECORDED ON JANUARY 25, 2016, AS DOCUMENT NO. 20160040915 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THE LANDS DESCRIBED ON EXHIBIT "A" TO THAT CERTAIN "SPECIAL WARRANTY DEED" RECORDED ON MARCH 22, 2016, AS DOCUMENT NO. 20160144120 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA,

AND THE LANDS DESCRIBED ON EXHIBIT “A” TO THAT CERTAIN “SPECIAL WARRANTY DEED” RECORDED ON JUNE 20, 2016, AS DOCUMENT NO. 20160315314 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

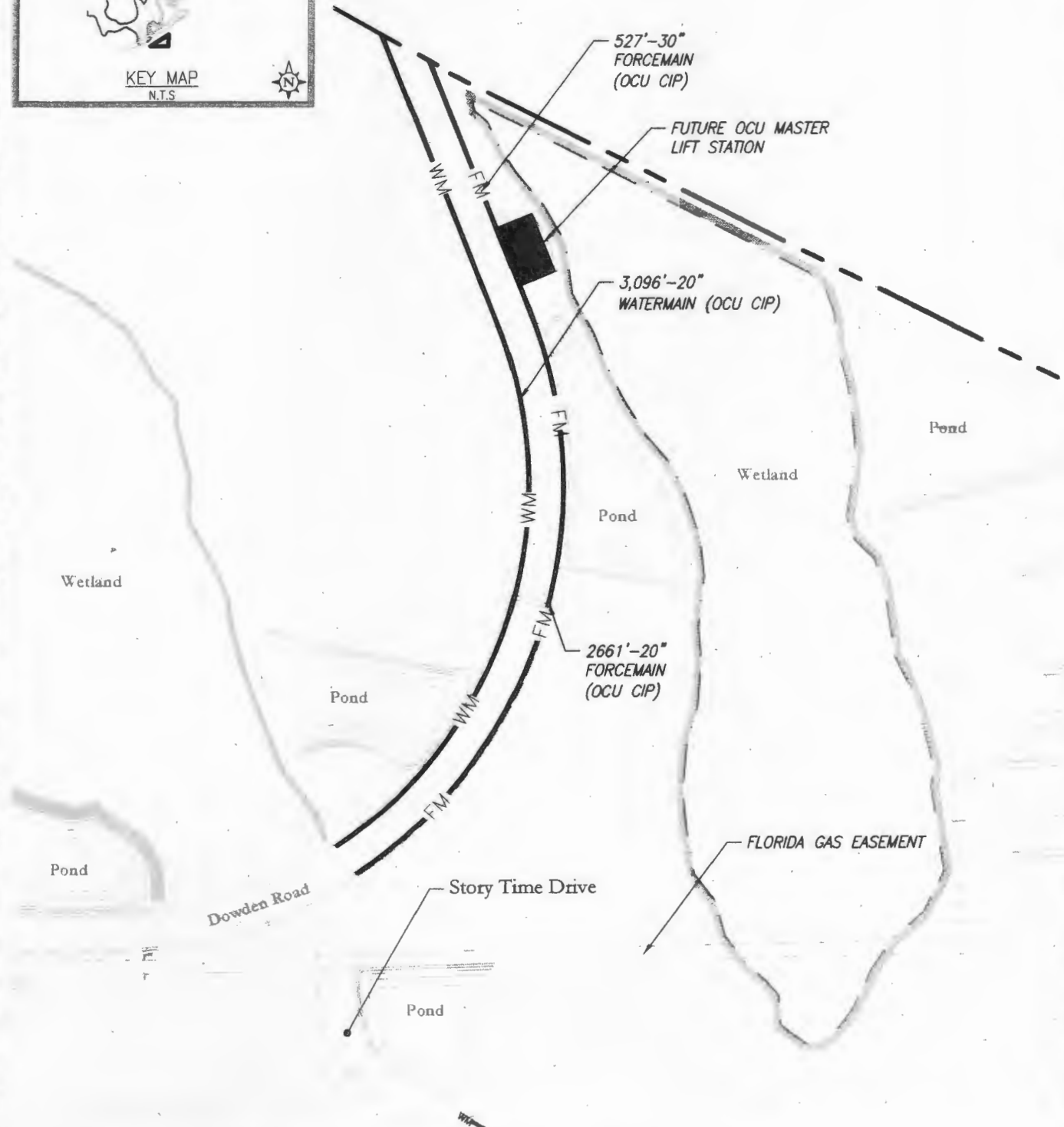
EXHIBIT “B”

Innovation Place Project (a.k.a. Storey Park Utilities) – Part D – Utility Work Schematic

(see attached one (1) document totaling one (1) page)



NOTES:
1. DESIGN OF DOWDEN ROAD WATERMAIN AND FORCEMAIN ARE INCLUDED IN THE CONSTRUCTION PLANS PREPARED BY REISS ENGINEERING TITLED INNOVATION PLACE PROJECT (AKA STOREY PARK UTILITIES)-90% DRAWINGS.



Utility Construction Reimbursement Agreement For The Innovation Place Project (A.K.A. Storey Park Utilities)-Part D

Storey Park Utilities - Dowden Road

November 14, 2016
P & B Job No.: 13-077

2602 E Livingston St.
Orlando, Florida 32803 - 407.487.2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567

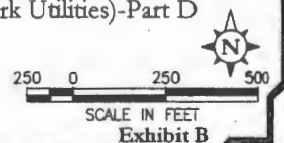


EXHIBIT “C”

Bid Schedule

(see attached one (1) document totaling one (1) page)

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
INNOVATION PLACE PROJECT (a.k.a. STOREY PARK UTILITIES) - PART D
WATERMAIN & FORCEMAIN

Bidder is to understand that the total bid price is based on the estimated quantities and will control in awarding the Contract as provided in the Instructions to the Bidder. It is further understood that the quantities stated in the Bid Schedule for various items are estimated and may be increased or decreased as provided in the Contract.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
GENERAL					
1	Mobilization, Demobilization, Bonds and Permits (not to exceed 10% of items 2-21)	1	LS		
2	Project Record Documents (minimum of 1%)	1	LS		
3	Indemnification	1	LS		
4	Preconstruction Audio/Visual Documentation and Construction Photographs	1	LS		
5	Public Information Officer	1	LS		
6	Existing Utility Support and/or Protection	1	LS		
7	Erosion, Sediment and Turbidity Control	1	LS		
8	Sod	20,947	SY		
9	Contaminated Groundwater Sampling, Monitoring, Testing, Reporting, Treatment, & Disposal	1	LS		
GENERAL SUBTOTAL					
WATER MAIN GENERAL SUBTOTAL (50%)					
FORCE MAIN GENERAL SUBTOTAL (50%)					
WATER MAIN					
10	20" DIP Potable Water Main & Fittings	3,096	LF		
11	Connect to Existing 20" DIP Watermain	1	EA		
12	20" Gate Valve with Box	2	EA		
13	Fire Hydrant Assembly	3	EA		
14	2" Air Release Valve Assembly	2	EA		
WATER MAIN SUBTOTAL					
FORCE MAIN					
15	20" PVC Force Main & Fittings	2,661	LF		
16	20" Plug Valve with Box	3	EA		
17	30" PVC Force Main & Fittings	527	LF		
18	Connect to Existing 20" FM	1	EA		
19	30" Plug Valve with Box	3	EA		
20	4" Air Release Valve Assembly	3	EA		
FORCE MAIN SUBTOTAL					

Total Bid Amount:	
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Water Main Total Bid Amount:	
Force Main Total Bid Amount:	

EXHIBIT “D”

Engineer’s Estimate of Probable Cost

(see attached one (1) document totaling one (1) page)

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
INNOVATION PLACE PROJECT (a.k.a. STOREY PARK UTILITIES) - PART D
WATERMAIN & FORCEMAIN

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
GENERAL					
1	Mobilization, Demobilization, Bonds and Permits (not to exceed 10% of items 2-21)	1	LS	\$128,000.00	\$128,000.00
2	Project Record Documents (minimum of 1%)	1	LS	\$12,800.00	\$12,800.00
3	Indemnification	1	LS	\$100.00	\$100.00
4	Preconstruction Audio/Visual Documentation and Construction Photographs	1	LS	\$5,000.00	\$5,000.00
5	Public Information Officer	1	LS	\$10,000.00	\$10,000.00
6	Existing Utility Support and/or Protection	1	LS	\$10,000.00	\$10,000.00
7	Erosion, Sediment and Turbidity Control	1	LS	\$12,000.00	\$12,000.00
8	Sod	20,947	SY	\$2.50	\$52,367.50
9	Contaminated Groundwater Sampling, Monitoring, Testing, Reporting, Treatment, & Disposal	1	LS	\$10,000.00	\$10,000.00
GENERAL SUBTOTAL					\$240,267.50
WATER MAIN GENERAL SUBTOTAL (50%)					\$120,133.75
FORCE MAIN GENERAL SUBTOTAL (50%)					\$120,133.75
WATER MAIN					
10	20" DIP Potable Water Main & Fittings	3,096	LF	\$140.00	\$433,440.00
11	Connect to Existing 20" DIP Watermain	1	EA	\$2,000.00	\$2,000.00
12	20" Gate Valve with Box	2	EA	\$12,500.00	\$25,000.00
13	Fire Hydrant Assembly	3	EA	\$11,750.00	\$35,250.00
14	2" Air Release Valve Assembly	2	EA	\$7,000.00	\$14,000.00
WATER MAIN SUBTOTAL					\$509,690.00
FORCE MAIN					
15	20" PVC Force Main & Fittings	2,661	LF	\$140.00	\$372,540.00
16	20" Plug Valve with Box	3	EA	\$10,000.00	\$30,000.00
17	30" PVC Force Main & Fittings	527	LF	\$240.00	\$126,480.00
18	Connect to Existing 20" FM	1	EA	\$2,000.00	\$2,000.00
19	30" Plug Valve with Box	3	EA	\$22,500.00	\$67,500.00
20	4" Air Release Valve Assembly	3	EA	\$19,500.00	\$58,500.00
FORCE MAIN SUBTOTAL					\$657,020.00
Total Estimated Construction Cost					\$1,406,978
Water Main Total Estimated Construction Cost					\$629,824
Force Main Total Estimated Construction Cost					\$777,154

Note: The following is an Opinion of Probable Construction Cost for the water and wastewater systems for the Storey Park Utilities. The opinion has been prepared based on bid information provided by site contractors.

EXHIBIT “E”

Form of Bill of Sale

(see attached one (1) instrument totaling one (1) page)

BILL OF SALE

**Potable Water Distribution System, and
Wastewater Transmission System**

_____, whose address is _____, Orlando, Florida, County of Orange, State of Florida, Seller, for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration paid to Seller by County of Orange, a political subdivision of the State of Florida, Buyer, receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to Buyer all pipes, lines, valves, valve boxes, fittings, equipment, manholes, and other goods which comprise the water, reclaimed water, and wastewater system installed by Seller and located on the following County easements or right-of-way as shown on the recorded drawings, more specifically described as follows:

PROJECT: _____
Exhibit "A" Legal Description and Utility Design Plans Attached

Buyer shall have all rights and title to the goods in itself and its assigns.

Seller warrants that it is the the lawful owner of the goods and the goods are free from all liens and encumbrances. Seller has good right to sell the goods and will warrant and defend the right against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale at _____,
Florida on _____, 20____.

SIGNED, SEALED, AND DELIVERED

IN THE PRESENCE OF:

By: _____
Seller Signature

Notary Signature

Print Name and Date

Print Notary Name and Date

Print Company Title