



Interoffice Memorandum

June 20, 2017

TO: Mayor Teresa Jacobs and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Public Works Director

CONTACT PERSON: Julie R. Naditz, P.E., Manager
Highway Construction Division

PHONE NUMBER: (407) 836-7949

SUBJ: **Joint Participation Agreement Between The State of Florida
Department of Transportation and Orange County concerning
Construction of a Replacement Wall Adjacent to the Right of Way of
State Road 15 (Hoffner Avenue)**

It is in the interest of both the Florida Department of Transportation (FDOT) and Orange County (County) to construct a replacement wall adjacent to the right of way of State Road 15 (Hoffner Avenue) near its intersection with SR 436. The replacement wall will be approximately 2050 feet long and located on the north side of Hoffner Avenue outside of and adjacent to the FDOT right of way within the Conway Acres and Cardinal Park Neighborhood Association.

The funding that FDOT will use for this project is allocated from the Amended and Restated Grand Palisades Resort DRI Transportation Proportionate Share Agreement. The replacement wall project will satisfy a commitment made to the County wherein a contribution was made by the Developer for a needed improvement mutually agreed upon by the FDOT and the County.

This project first came to the BCC in January of 2016 and was approved in a Memorandum of Agreement ("MOA") with the FDOT. However, the FDOT asked that the MOA be revised and approved in a Joint Participation Agreement (JPA).

This JPA establishes the terms and conditions of the funding and construction of the replacement wall. The FDOT agrees to reimburse the County in an amount not to exceed \$300,000 for actual costs incurred for this wall construction. The County agrees to bear all expenses in excess of FDOT's participation.

The Orange County Attorney's Office and Risk Management have reviewed the JPA and found it acceptable.

June 20, 2017

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Joint Participation Agreement Between The State of Florida Department of Transportation and Orange County concerning Construction of a Replacement Wall Adjacent to the Right of Way of State Road 15 (Hoffner Avenue)

Action Requested: Approval and execution of (1) FM# 439427-1-58-01 Joint Participation Agreement between the State of Florida Department of Transportation and Orange County concerning construction of a replacement wall adjacent to the right-of-way of State Road 15 (Hoffner Avenue) and (2) Resolution of the Orange County Board of County Commissioners regarding the Joint Participation Agreement with the Florida Department of Transportation for the State Road 15 (Hoffner Avenue) Project (FDOT FM No.: 439427-1-58-01). District 3.

MVM/JRN/jo

Attachments

Financial Management No.: 439427-1-58-01 Agency: Orange County Board of County Commissioners Contract No: AS701	Fund: LFP Function: 215 Contract Amount: \$300,000.00	FLAIR Approp: 088717 FLAIR Obj.: 563000 Org. Code: 55054010508 Vendor No.: F596000773-231
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JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
ORANGE COUNTY

This Agreement, made and entered into this 27th day of July, 2017, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and **ORANGE COUNTY, BOARD OF COUNTY COMMISSIONERS**, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. 2017-M-19, dated the JUL 11 2017 day of JUL 11 2017, 2017, a copy of which is attached hereto as Exhibit "E," and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the Project is being undertaken to satisfy a commitment made to the LOCAL GOVERNMENT associated with the "Amended and Restated Grand Palisades Resort DRI Transportation Proportionate Share Agreement", Exhibit "F" hereto, (herein "Proportionate Share Agreement") wherein a contribution was made by the developer to the DEPARTMENT with the commitment that the funds would be used by the DEPARTMENT for the Needed Transportation Improvement or any other road construction project that may be mutually agreed upon by the DEPARTMENT and the LOCAL GOVERNMENT; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described to satisfy the commitment made by the DEPARTMENT for the provision of DRI Proportionate Share funding to the LOCAL GOVERNMENT for the purpose of the LOCAL GOVERNMENT to construct or cause to be constructed a replacement wall adjacent to the right of way of State Road 15 (Hoffner Avenue)

in Fiscal Year 2016/2017, said Project being known as FM # 439427-1-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project.

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project within three (3) years of the date of the execution of this Agreement, in accordance with the schedule described and contained in Exhibit "C," attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph, unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall furnish or cause to be furnished, the services to construct the Project which consists of: Construction of a replacement wall along Hoffner Avenue / State Road 15 located outside of and adjacent to the DEPARTMENT's right of way for State Road 15. Said wall will be constructed or will be caused to be constructed by the LOCAL GOVERNMENT, as described in Exhibit "A" hereto, and is agreed to meet the commitment made in the Proportionate Share Agreement. The LOCAL GOVERNMENT shall perform all other necessary work to complete the Project, as specified in Exhibit "A", Scope of Services, attached hereto, and by this reference made a part hereof. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. The LOCAL GOVERNMENT agrees to undertake the construction, or cause to be undertaken, of the Project in accordance with all applicable federal, state and local statutes, rules and regulations.

C. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure, or cause to be secured, separate DEPARTMENT permits for driveway connection, right-of-way utilization, storm-water discharge and utilities, and this Agreement is deemed to constitute such permits.

D. The LOCAL GOVERNMENT, or a third party constructing the wall on behalf of the LOCAL GOVERNMENT, shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

E. The LOCAL GOVERNMENT is responsible for the preparation, or causing the preparation on its' behalf, of all design plans for the Project suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Two (2) copies of the design plans, engineer's estimate, permits, drainage and/or structural calculations, geotech, specification and other design relating documentation shall be provided to the DEPARTMENT's Design Project Manager, at the address listed on Page 11. The DEPARTMENT shall review this material, but not adopt responsibility from the Engineer of Record (EOR). Comments will be made and a final corrected plan set will be provided by the LOCAL GOVERNMENT to the DEPARTMENT. The LOCAL GOVERNMENT shall provide a copy of the Final Design Plans to the DEPARTMENT. After approval of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from the DEPARTMENT's Construction Project Manager, Vince Vacchiano, at (386) 943-5406, or from an appointed designee. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

F. The LOCAL GOVERNMENT shall hire a qualified contractor using the LOCAL GOVERNMENT's normal bid procedures to perform the construction work for the Project. In the alternative, the LOCAL GOVERNMENT may enter into an agreement with a third party to hire the qualified contractor to construct the wall on behalf of the LOCAL GOVERNMENT.

G. At the LOCAL GOVERNMENT's option, the LOCAL GOVERNMENT may hire a qualified Consultant Construction Engineering Inspection firm (hereinafter "CCEI") to perform construction oversight including the obligation to assure that any and all applicable

verification testing, if any is necessary, is performed in accordance with the most current Standard Specifications for Road and Bridge Construction, as amended from time to time. In the alternative, the LOCAL GOVERNMENT may use in-house forces to provide construction oversight and inspection. If the LOCAL GOVERNMENT procures CCEI services from outside sources, the LOCAL GOVERNMENT'S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

H. If the LOCAL GOVERNMENT utilizes its own work force for any construction services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

I. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

J. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit "D". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

K. Upon completion of the Project, the LOCAL GOVERNMENT or a third party agreed upon by the LOCAL GOVERNMENT shall be responsible for the perpetual maintenance of the facilities constructed under this agreement.

3. COMPENSATION AND REIMBURSEMENT

A. Project Cost: The total estimated cost of the Project is \$300,000.00 (Three Hundred Thousand Dollars and No/100). This amount is based on the Schedule of Funding, Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$300,000.00 (THREE HUNDRED THOUSAND DOLLARS AND NO/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. (The funding that will be used for this project is allocated from a DRI Escrow Account.) The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT's participation. Travel costs will not be reimbursed.

i) Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to reimbursements.

ii) Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed as specified in Paragraph 2. E. was met, and that the criteria for evaluating successful completion as specified in Paragraph 2. J. was met.

iii) **Alternative Pay Method:** The Department will pay each monthly invoice to the LOCAL GOVERNMENT upon receipt of a certification to the DEPARTMENT from the LOCAL GOVERNMENT'S Project Manager that:

(a) The costs reflected on the monthly invoice have all been incurred by the LOCAL GOVERNMENT from the contractor prior to the date of the invoice; and

(b) That the costs are only incurred by the LOCAL GOVERNMENT from the contractor and are not costs otherwise incurred by the LOCAL GOVERNMENT; and

(c) That the costs are valid, reasonable, necessary, and allowable and that the costs have been incurred by the contractor; and

(d) That the work is satisfactory and that it has been accepted by the LOCAL GOVERNMENT.

The invoice submitted must provide complete supporting documentation, including a copy of the contractor's invoice(s) to substantiate the costs reflected on the invoice. The

payment to the LOCAL GOVERNMENT by the DEPARTMENT will be in an amount equal to, and will not be in excess of, the invoice received by the LOCAL GOVERNMENT from the contractor. The cumulative amount of payments on monthly invoices by the DEPARTMENT will not exceed the DEPARTMENT'S participating amount as specified in Section 3 (B) above. For each subsequent invoice after the first invoice, the LOCAL GOVERNMENT shall include a statement that the previous month's cost incurred by the contractor has been paid by the LOCAL GOVERNMENT along with proof of payment to the DEPARTMENT that the contractor has been paid by the LOCAL GOVERNMENT within fifteen (15) days after receipt of payment from the DEPARTMENT. In no event will a subsequent invoice be paid by the DEPARTMENT so long as the LOCAL GOVERNMENT has failed to provide evidence to the DEPARTMENT that the prior invoice has been paid.

iv) The LOCAL GOVERNMENT may receive progress payments for actual costs of deliverables based on the contractor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

v) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

C. The DEPARTMENT shall have the right to retain all or a portion of any payment due the LOCAL GOVERNMENT under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the LOCAL GOVERNMENT on any other Agreement between the LOCAL GOVERNMENT and the DEPARTMENT.

D. The LOCAL GOVERNMENT which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a

payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

E. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

F. In the event this Agreement is in excess of \$25,000.00 (TWENTY FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be

paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

G. The DEPARTMENT’S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

PART V: RECORD RETENTION

The LOCAL GOVERNMENT shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General, access to such records upon request. The LOCAL GOVERNMENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

4. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

5. TERMINATION AND DEFAULT

A. This Agreement may be cancelled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

6. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that

the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT.

D. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

- i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and
- ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Florida Department of Transportation

Holly Lopenski Program Coordinator MS 4-520 719 South Woodland Boulevard DeLand, Florida 32720-6834 PH: (386) 943-5520 holly.lopenski@dot.state.fl.us	Sameer Ambare Design Project Manager MS 2-542 719 South Woodland Boulevard DeLand, Florida 32720-6834 PH: (386) 943-5232 Sameer.Ambare@dot.state.fl.us	Vincent Vacchiano Construction Project Manager MS 3-506 719 South Woodland Boulevard DeLand, Florida 32720-6834 (386) 943-5406 vincent.vacchiano@dot.state.fl.us
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LOCAL GOVERNMENT

Orange County
Public Works Director
4200 S. John Young Parkway
Orlando, Florida 32839

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this _____ day of Jul 11 2017, 2017, and the DEPARTMENT has executed this Agreement this 27th day of July, 2017.

ORANGE COUNTY

By: **BOARD OF COUNTY COMMISSIONERS**

By: *Ajit Lalchandani*

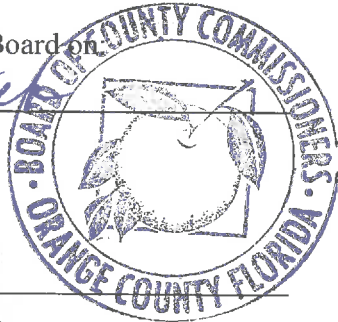
Name: Ajit Lalchandani

Title: County Administrator

As approved by the Board on

Helen Miller

Attest:



STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: *Richard B. Morrow*

Name: Richard B. Morrow, P.E.

Title: Director of Transportation Development

Attest:

Executive Secretary
Executive Secretary

Legal Review:

Orange County Attorney

Legal Review:

[Signature]

Financial Provisions Approval by
the Office of the Comptroller on:

December 21, 2016

Authorization Received from the Office of
the Comptroller as to Availability of Funds:

July 25, 2017

Exhibit "A"

SCOPE OF SERVICES **Financial Management Number: 439427-1-58-01**

Scope:

The LOCAL GOVERNMENT will furnish or cause to be furnished the services necessary to produce the following project:

Scope of Services

Construction of a wall on the north side of Hoffner Avenue (SR 15) from west of Semoran Blvd. (SR 436) for a distance of approximately 2050 feet adjacent to and within the properties of Conway Acres Subdivision. This includes construction of 2,050 LF of eight (8) foot double side stack stone, smooth or split face design pre-cast wall with 18-inch columns and pre-cast caps approximately every 15 feet on center or other wall as approved by the County Engineer.

Said Scope and Project shall also include:

1. Survey and layout of the wall
2. 6-foot high temporary fence along back of the homeowner's yards when exposed
3. Sod repair on both sides of the wall
4. Right of way permit (E permit) including fees of \$374
5. Maintenance of traffic required including signs and personnel
6. Tree and shrub removal or trimming along the property required for the wall to be installed
7. Demolition and removal of the existing block wall and fences
8. All grading required to install/construct the wall
9. Utility relocation coordination if needed including conflicts with overhead lines and underground utilities
10. Payment and Performance bonds and proof of insurance (1.5 – 5% cost of construction but generally 2%)
11. As-built plans certified by the Engineer of Record or CEI

Exhibit “B”

ESTIMATED SCHEDULE OF FUNDING **Financial Management Number: 439427-1-58-01**

The scope of work shall include the tasks referenced to in Exhibit “A”, Scope of Services, above. The design plans will be developed by the LOCAL GOVERNMENT, or a third party on behalf of the LOCAL GOVERNMENT, in coordination with the DEPARTMENT for the roadway design. The DEPARTMENT shall reimburse an amount not to exceed **\$300,000.00 (Three Hundred Thousand Dollars and No/100)**, for actual costs incurred, towards the construction cost of the Project. (The funding that will be used for this project is allocated from a DRI Escrow Account.)

Exhibit “C”

ESTIMATED PROJECT PRODUCTION SCHEDULE **Financial Management Number: 439427-1-58-01**

Schedule for design and construction

1. Orange County and HOA enter into Paying Agent Agreement.
2. Hold Harmless Agreements with individual property owners secured by Orange County.
3. HOA contracts with Contracting Company.
4. Right of Entry Agreements with individual property owners secured by Contractor.
5. Survey and Design of wall.
6. Construction of wall.

Total – Thirty (30) months approximately

Exhibit "D"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

and

ORANGE COUNTY

PROJECT DESCRIPTION: Replacement Wall along Hoffner Avenue / State Road 15 located outside of and adjacent to the DEPARTMENT's right of way for State Road 15

FINANCIAL MANAGEMENT ID# 439427-1-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the LOCAL GOVERNMENT shall furnish the DEPARTMENT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

Exhibit “E”

RESOLUTION

Financial Management Number: 439427-1-58-01

See following pages.

RESOLUTION
of the
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
regarding the
JOINT PARTICIPATION AGREEMENT
with the
FLORIDA DEPARTMENT OF TRANSPORTATION
for the
STATE ROAD 15 (HOFFNER AVENUE) PROJECT
(FDOT FM No.: 439427-1-58-01)

Resolution No. 2017-M-19

WHEREAS, today, the Board of County Commissioners is approving a Joint Participation Agreement with the State of Florida Department of Transportation for the State Road 15 (Hoffner Avenue) Project, designated therein by the FDOT as FM No.: 439427-1-58-01; and

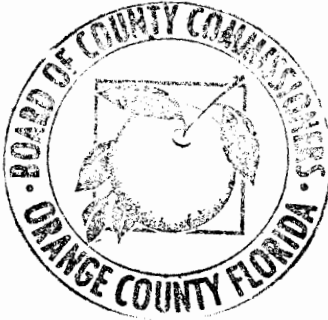
WHEREAS, the FDOT requires that Orange County adopt a Resolution authorizing its officials to execute this Joint Participation Agreement on Orange County's behalf.

**NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTY
BOARD OF COUNTY COMMISSIONERS:**

Section 1. Authorization for County Mayor to Execute Joint Participation Agreement. The County Mayor is hereby authorized to execute the above described Joint Participation Agreement with the FDOT on behalf of the County.

Section 2. Effective date. This Resolution shall take effect on the date of its adoption.

ADOPTED this ____ day of JUL 11 2017, 2017.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs, County Mayor

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

By: *Katie Smith*
Deputy Clerk

Print Name: Katie Smith

Exhibit “F”

**“Amended and Restated Grand Palisades Resort DRI Transportation
Proportionate Share Agreement”
Financial Management Number: 439427-1-58-01**

See following pages.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

MAY 19 2015 *KH/bs*

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Miranda F. Fitzgerald, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Account #802
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

DOCH 20150256325 B: 10922 P: 4623
05/21/2015 10:38:56 AM Page 1 of 19
Rec Fee: \$163.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY GROWTH MANA



Execution Version

Parcel ID Numbers:

31-24-27-0000-00-001
30-24-27-0000-00-022
30-24-27-0000-00-023
31-24-27-0000-00-049
31-24-27-7007-00-011
30-24-27-0000-00-003
31-24-27-0000-00-036

AMENDED AND RESTATED GRAND PALISADES RESORT DRI TRANSPORTATION PROPORTIONATE SHARE AGREEMENT

This Amended and Restated Grand Palisades Resort DRI Transportation Proportionate Share Agreement (this "Restated Agreement") is made and entered into by and among GRANDE PALISADES PROPERTY HOLDINGS, LLC, a Delaware limited liability company, whose address is 40 Danbury Road, Wilton, CT 06897 (the "Developer"); CXA-10 CORPORATION, a Texas corporation, whose address is 6000 Legacy Drive, Plano, TX 75024 ("CXA-10"); CXA-12 CORPORATION, a Texas corporation, whose address is 6000 Legacy Drive, Plano, TX 75024 ("CXA-12"); ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, FL 32802 (the "County") and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("FDOT"), an agency of the State of Florida, whose address is 719 South Woodland Boulevard, Deland, FL 32720, (collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, Lake Austin Properties I, Ltd. ("Lake Austin Properties"), was the original developer of the Grand Palisades Resort Development of Regional Impact (the "DRI") in southwest Orange County; and

WHEREAS, Lake Austin Properties, the County and FDOT entered into The Grand Palisades Resort DRI Transportation Proportionate Share Agreement dated March 24, 2010, and attached as Exhibit 3 to The Grand Palisades Resort Development of Regional Impact Corrected Development Order recorded in O.R. Book 10027, page 1330, of the Public

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Records of Orange County, Florida, the (the "Original Agreement") which is applicable to the property described in Exhibit "A" attached hereto; and

WHEREAS, the Original Agreement provided that Lake Austin Properties would pay a cash assessment as a proportionate share of the cost of widening U.S. 192 from Mile Post 0.659 to Mile Post 2.386 (1/4 mile west of CR 545 to Orange Lake Boulevard) (the "Needed Transportation Improvement"), as set forth on Exhibit "B" attached hereto; and

WHEREAS, the property described in the Original Agreement was the subject of foreclosure and other legal proceedings between 2011 and 2014; and

WHEREAS, the Developer, CXA-10 and CXA-12 are successors in title to Lake Austin Properties for their respective parcels which are separately described in Exhibit "C" (the "Developer's Property"), Exhibit "D" (the "CXA-10 Property"), and Exhibit "E" (the "CXA-12 Property"), attached hereto; and

WHEREAS, Phase 1A of the DRI was approved to generate 4,266 Cumulative External Daily Trips and 320 Cumulative External Peak Hour Trips ("Phase 1A"), which would have allowed development of up to 999 resort residential units; and

WHEREAS, only 989 resort residential units were constructed in Phase 1A; and

WHEREAS, the Developer's Property contains 890 partially constructed resort residential units that were developed as part of Phase 1A and that are hereinafter referred to in this Restated Agreement as "the Project"; and

WHEREAS, the remaining 99 units in Phase 1A are located in a condominium project known as The Palisades which is controlled by The Palisades Condominium Association, Inc. (the "Association"); and

WHEREAS, the Association, for itself and on behalf of its members, joins in and consents to this Restated Agreement; and

WHEREAS, the Parties recognize that numerous circumstances have changed since the effective date of the Original Agreement, including but not limited to: (i) the default of Lake Austin Properties under the Original Agreement; (ii) the funding and commencement of construction of the Needed Transportation Improvement, such that there are no currently deficient roadways impacted by the Project; (iii) the amendment of statutory provisions governing the methodology for determining proportionate share funding obligations for off-site roads impacted by the Project; and (iv) the foreclosure of the properties described in Exhibit "A" of this Restated Agreement; and

WHEREAS, it is anticipated that the Developer will rescind the DRI prior to the generation of any transportation impacts beyond Phase 1A; and

WHEREAS, following rescission of the DRI, the Developer's Property, the CXA-10 Property and the CXA-12 Property shall be subject to the County's transportation

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concurrency system, as it may be from time to time amended, and shall not be subject to the DRI transportation provisions; and

WHEREAS, pursuant to this Restated Agreement, in lieu of the initial proportionate share payment that was due under the Original Agreement on June 30, 2010, the Developer shall pay a cash contribution in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "Cash Contribution") to FDOT that may be used by FDOT for the Needed Transportation Improvement or any other road construction project that may be mutually agreed upon by FDOT and the County; and

WHEREAS, FDOT has negotiated the Cash Contribution in lieu of the initial proportionate share amount due, and the County defers to FDOT regarding the rationale for the Cash Contribution due to the fact that County maintained roads were not part of the basis for the initial proportionate share calculation; and

WHEREAS, pursuant and subject to this Restated Agreement, the Developer has made a binding commitment to make the Cash Contribution in a single payment to FDOT; and

WHEREAS, pursuant to Rule 9J-2.045(7), F.A.C., FDOT has agreed to accept the Cash Contribution as adequately mitigating the transportation impacts for Phase 1A on all significantly impacted State roadways through build-out of the Project as required by Chapter 380, F.S., Chapter 163, F.S. and Chapter 9J-2, F.A.C.; provided that full payment of the Cash Contribution is received by FDOT in accordance with the terms of this Amendment.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties hereto agree to amend and restate the Original Agreement as set forth herein.

1. Incorporation of Recitals and Exhibits. The foregoing recitals are true and correct and are hereby incorporated by the Parties as part of this Restated Agreement as if fully set forth herein. All Exhibits attached hereto are incorporated herein by this reference.

2. Cash Contribution. In lieu of the Phase 1A proportionate share amount for the Needed Transportation Improvement as set forth in Exhibit "B" to this Restated Agreement, the Developer shall pay to FDOT the Cash Contribution amount of five hundred thousand and No/100 Dollars (\$500,000.00) within thirty (30) days following the Effective Date of this Restated Agreement. Upon receipt of the Cash Contribution, FDOT may apply the funds received to the Needed Transportation Improvement or to any other road construction project that may be mutually agreed upon by FDOT and the County.

3. Satisfaction of Transportation Improvement Requirements. Upon payment in full of the Cash Contribution, the Developer shall be deemed to have satisfied all requirements under Chapter 380, F.S., Chapter 9J-2, F.A.C for the mitigation of the traffic impacts of Phase 1A on all State roads through the build-out of the Project.

4. Determination of Transportation Mitigation for Development Beyond Phase 1A.

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(a) Upon FDOT's receipt of the Cash Contribution, the Developer may request rescission of the Grand Palisades Resort DRI pursuant to Section 380.115, Florida Statutes. If the DRI is rescinded by the County at the request of the Developer prior to the commencement of trip-generating development beyond Phase 1A, the additional development shall be subject to the applicable provisions of the County's transportation concurrency management system or any replacement system implemented by the County for the mitigation of off-site transportation impacts created by the proposed development. If a DRI Rescission Order is issued by the County following the date on which FDOT receives the Cash Contribution from the Developer, then recordation of such DRI Rescission Order shall effectuate the termination of this Restated Agreement.

(b) If the Grand Palisades Resort DRI is not rescinded, then prior to the commencement of any trip-generating development beyond Phase 1A, a Notification of Proposed Change ("NOPC") shall be processed pursuant to Section 380.06(19), Florida Statutes, and any off-site transportation mitigation obligations for development subsequent to Phase 1A shall be evaluated and determined in accordance with the proportionate share methodology in effect at the time the NOPC is processed.

5. Effect and Governing Law. This Restated Agreement shall replace and supersede in all respects the Original Agreement. This Restated Agreement shall be interpreted and governed by Florida law.

6. Remedies. The Parties hereto shall have all rights and remedies provided hereunder and under Florida law with respect to enforcement of the terms of this Restated Agreement and hereby acknowledge and agree that each Party hereto shall have the right and remedy to bring an action for specific performance and other such equitable or injunctive relief as appropriate or necessary to enforce this Restated Agreement.

7. Notice of Default. No Party shall be considered in default for failure to perform under this Restated Agreement until such Party has received written notice specifying the nature of such default or failure to perform and said Party fails to cure said default or fails to perform within thirty (30) days of receipt of said written notice.

8. Notice. All notices which are required or permitted under this Restated Agreement shall be given to the Parties by certified mail, return receipt requested, hand delivery or express courier, and shall be effective upon receipt when delivered to the Parties at the addresses set forth herein below (or such other address as provided by the Parties by written notice delivered in accordance with this paragraph):

If to Developer:

Grande Palisades Property Holdings, LLC
40 Danbury Road
Wilton, Connecticut 06897
Attention: Marc Porosoff

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With a copy to:	Grande Palisades Property Holdings, LLC 401 E. Los Olas Boulevard Suite 1870 Ft. Lauderdale, FL 33301 Attention: Louis Rubin, Esq.
With a copy to:	Lowndes, Drosdick, Doster, Kantor & Reed, P.A. 215 N. Eola Drive Orlando, Florida 32801 Attention: Miranda F. Fitzgerald, Esq.
If to CXA-10:	CXA-10 Corporation 6000 Legacy Drive Plano, TX 75024 Attention: James Erwin, Senior Vice President
With a copy to:	CLMG Corp. 7195 Dallas Parkway Plano, TX 75024 Attention: Ralph S. Wheatly, Vice President
If to CXA-12:	CXA-12 Corporation 6000 Legacy Drive Plano, TX 75024 Attention: Tim H. Taylor, Secretary
With a copy to:	CLMG Corp. 7195 Dallas Parkway Plano, TX 75024 Attention: Ralph S. Wheatly, Vice President
If to FDOT:	District Secretary Florida Department of Transportation 719 South Woodland Avenue Deland, Florida 32720
With a copy to:	General Counsel Florida Department of Transportation 719 South Woodland Avenue Deland, Florida 32720

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If to Orange County: County Administrator
Orange County
P.O. Box 1393
Orlando, Florida 32802-1393

With a copy to: Manager, Transportation Planning Division
Community, Environmental and Development
Services Department
4200 S. John Young Parkway
Orlando, Florida 32839

9. Amendment. No amendment, modification or other changes in this Restated Agreement shall be binding upon the Parties unless in writing executed by all Parties hereto.

10. Successors and Assigns Bound. This Restated Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Owners of individual units which have received a building permit are not considered successors or assigns of the Developer.

11. Effective Date. This Restated Agreement shall become effective upon the latest date of execution by all Parties hereto.

12. Counterparts. This Restated Agreement may be executed in seven (7) counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute duplicates of one and the same instrument.

13. Recording. This Restated Agreement shall be recorded, at the Developer's expense, in the Public Records of Orange County, Florida, within thirty (30) days of the Effective Date.

[Signatures Appear on Following Pages]

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be
executed in manner and form sufficient to bind them as of the date set forth herein.

Witnesses:

Noreen Keegan
Print Name: Noreen Keegan

Sophie Melniker
Print Name: Sophie Melniker

**GRANDE PALISADES PROPERTY
HOLDINGS, LLC**, a Delaware limited liability
company

By: Grande Palisades Loan Holdings, LLC, a
Delaware limited liability company
Its: Sole Member

By: Grande Palisades Holdings III, LLC, a
Delaware limited liability partnership
Its: ~~Manager~~ Managing Member

By: [Signature]
Print Name: Jordan Socaransky Mara Ponosoff
Its: Vice President : Secretary
Date: April 22, 2015

By: [Signature]
Print Name: Bruce Nuzie
Its: Vice President and Treasurer
Date: April 22, 2015

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

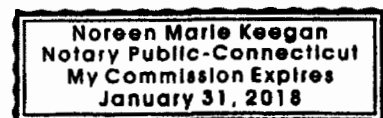
The foregoing instrument was acknowledged before me this 22nd day of April, 2015, by Jordan Socaransky and Bruce Nuzie as Vice President and Vice President and Treasurer, respectively, of GRANDE PALISADES HOLDINGS III, LLC, a Delaware limited liability partnership, the Managing Member of GRANDE PALISADES LOAN HOLDINGS, LLC, a Delaware limited liability company, the Sole Member of GRANDE PALISADES PROPERTY HOLDINGS, LLC, a Delaware limited liability company, on behalf of the company. They ☒ are personally known to me or ☐ have produced _____ as identification.

(NOTARY SEAL)

Noreen Marie Keegan
Notary Public Signature

Noreen Marie Keegan
(Name typed, printed or stamped)

[Signatures Continue on Following Pages]



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Witnesses:

Ralph S. Wheatly
Print Name: RALPH S. WHEATLY

Mary Lawrence
Print Name: Mary Lawrence

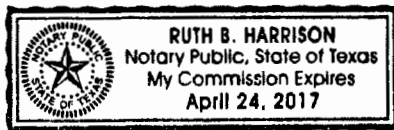
CXA-10 CORPORATION, a Texas
corporation

By: [Signature] **James Erwin**
Name: JAMES ERWIN **Senior Vice President**
Title: Senior Vice President
Date: 4/22/15

STATE OF TEXAS
COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this 22nd day of April, 2015, by James Erwin, as Senior Vice President of CXA-10 CORPORATION, a Texas corporation, on behalf of the corporation. He (She) ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



Ruth B. Harrison
Notary Public Signature

Ruth B. Harrison
(Name typed, printed or stamped)

[Signatures Continue on Following Pages]

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Witnesses:

Ralph S. Wheately

Print Name: RALPH S. WHEATELY

Mary Lawrence

Print Name: Mary Lawrence

CXA-12 CORPORATION, a Texas
corporation

By: [Signature]

Name: James Erwin

Title: Senior Vice President

Date: 4/22/15

WAT

STATE OF TEXAS
COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this 22nd day of April, 2015, by James Erwin, as Senior Vice President of CXA-12 CORPORATION, a Texas corporation, on behalf of the corporation. He (She) ☒ is personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)



Ruth B. Harrison
Notary Public Signature

Ruth B. Harrison
(Name typed, printed or stamped)

[Signatures Continue on Following Pages]

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Witnesses:

Crystal Bass
Print Name: Crystal Bass

Norale Mejias
Print Name: NORALE MEJIAS

STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION

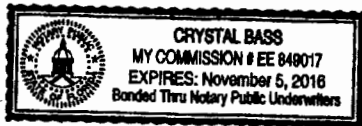
By: Noranne Downs
Name: Noranne Downs
Title: District Five Secretary
Date: 4/21/15

[Signature]
DS LEGAL DESIGN

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 21st day of April, 2015, by Noranne Downs, as Secretary of the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, on behalf of said Department. He (She) ☒ is personally known to me or ☐ has produced as identification.

(NOTARY SEAL)



Crystal Bass
Notary Public Signature

Crystal Bass
(Name typed, printed or stamped)

[Signatures Continue on Following Pages]

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ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

Date: 5.19.15

ATTEST: Martha O. Haynie, Comptroller
as Clerk to the Board of County
Commissioners

By: *Craig A. Stopyra*
for Deputy Clerk

Print Name: Craig A. Stopyra

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Exhibit "A"

[Legal Description Attached to Original Agreement]

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°08'54" EAST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 31, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°36'22" WEST, ALONG THE NORTH LINE OF A 60.00 FOOT ROAD RIGHT OF WAY, A DISTANCE OF 1446.46 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 31; THENCE RUN NORTH 00°01'44" EAST, ALONG SAID WEST LINE, A DISTANCE OF 1285.27 FEET TO THE NORTHWEST CORNER OF SAID SECTION 31; THENCE RUN NORTH 00°09'02" EAST, A DISTANCE OF 1322.10 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST; THENCE RUN NORTH 89°29'58" EAST, A DISTANCE OF 1458.50 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN NORTH 89°25'22" EAST, A DISTANCE OF 1329.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN SOUTH 00°34'49" WEST, A DISTANCE OF 1,323.81 FEET TO THE NORTH 1/4 CORNER OF AFORESAID SECTION 31; THENCE RUN NORTH 89°27'56" EAST, A DISTANCE OF 789.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF AVALON ROAD, SAID POINT BEING 55.00 FEET WESTERLY OF THE CENTERLINE OF SAID AVALON ROAD; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 297.95 FEET; THENCE RUN SOUTH 37°22'00" WEST, A DISTANCE OF 35.36 FEET; THENCE RUN NORTH 82°22'00" EAST, A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 74.00 FEET; THENCE RUN SOUTH 82°22'00" WEST, A DISTANCE OF 25.00 FEET; THENCE RUN SOUTH 52°38'00" EAST, A DISTANCE OF 35.36 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 491.92 FEET TO A POINT OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1090.92 FEET, A CHORD BEARING OF SOUTH 00°29'51" WEST, AND A CHORD DISTANCE OF 312.48 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°28'05", A DISTANCE OF 313.56 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN SOUTH 49°30'44" WEST, A DISTANCE OF 38.23 FEET, THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 332.16 FEET; THENCE RUN NORTH 48°08'21" WEST, A DISTANCE OF 65.82 FEET; THENCE RUN NORTH 15°33'41" WEST, A DISTANCE OF 24.60 FEET; THENCE RUN NORTH 46°52'10" WEST, A DISTANCE OF 44.13 FEET; THENCE RUN NORTH 56°34'47" WEST, A DISTANCE OF 25.03 FEET; THENCE RUN NORTH 57°45'02" WEST, A DISTANCE OF 48.47 FEET; THENCE RUN NORTH 78°43'59" WEST, A DISTANCE OF 39.28 FEET; THENCE RUN SOUTH 71°30'23" WEST, A DISTANCE OF 38.87 FEET; THENCE RUN SOUTH 80°46'13" WEST, A DISTANCE OF 56.00 FEET; THENCE RUN SOUTH 78°36'52"

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WEST, A DISTANCE OF 42.31 FEET; THENCE RUN SOUTH 77°17'19" WEST, A DISTANCE OF 55.71 FEET; THENCE RUN SOUTH 65°45'34" WEST, A DISTANCE OF 42.34 FEET; THENCE RUN SOUTH 60°41'06" WEST, A DISTANCE OF 36.61 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 14.97 FEET; THENCE RUN SOUTH 89°38'17" WEST, A DISTANCE OF 38.20 FEET; THENCE RUN SOUTH 81°55'29" WEST, A DISTANCE OF 11.46 FEET; THENCE RUN SOUTH 62°24'46" WEST, A DISTANCE OF 13.02 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 23.25 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 89°38'09" EAST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 7.00 FEET; THENCE RUN SOUTH 89°37'57" WEST, A DISTANCE OF 1371.59 FEET; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 188.69 ACRES, MORE OR LESS.

TOGETHER WITH:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SECTION 31,
TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

CONTAINING 21.29 ACRES, MORE OR LESS.

TOGETHER WITH:

THAT CERTAIN 60 FOOT RIGHT OF WAY, LYING BETWEEN THE WEST 1/2 OF
THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH,
RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

CONTAINING 1.00 ACRES, MORE OR LESS.

GROSS AREA CONTAINING 210.98 ACRES TOTAL, MORE OR LESS

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Exhibit "B"

[Proportionate Share Calculation Attached to Original Agreement]

US 192 From Mile Post 0.659 to Mile Post 2.386 (1/4 Mi west of Avalon Rd to Orange Lake Blvd)

Phase	Project Trips 2009			No. of Lanes	Adopted LOS	Service Volume at LOS Standard	% Sig.
	Total DRI Outbound PH Trips	Distribution	Segment Trips				
Phase 1a	189	56.4%	107	4	D	1,860	5.73%
Phase 1a + 1b (Cumulative)	321	56.4%	181				9.73%

US 192 From Mile Post 0.659 to Mile Post 2.386

Phase	Needed Improvement	Improved Service Volume	Capacity Added	Prop. Share
Phase 1a	6-Lane US-192	2790	930	11.46%
Phase 1a + 1b (Cumulative)				19.47%

Cost and Payment Calculation

Phase	Improvement Cost Per Mile	Grand Palisades Impact				Prop. Share Percent	Prop. Share Amount
		From MP	To MP	Length	Widening Cost		
Phase 1a	\$5,645,350	0.659	2.386	1.727	\$9,751,060	11.46%	\$1,115,493
Phase 1a + 1b (Cumulative)						19.47%	\$1,896,533
Unadjusted Payment 2 (Cumulative Phase 1 - Phase 1a)							\$781,040

Length given in miles

Project limits are from 1/4 mile west of CR 545 (Avalon) to Orange Lake Boulevard

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Exhibit "C"

[Developer's Property Description]

[consisting of contiguous parcels C1, C2 and C3]

(PARCEL C-1)

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 159.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 308.57 FEET TO THE POINT BEGINNING, SAID POINT BEING A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 139°54'58", A CHORD BEARING OF NORTH AND A CHORD DISTANCE OF 206.68 FEET, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 268.62 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE 13.80 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 45.41 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 124.79 FEET; THENCE RUN NORTH 45°00'00" EAST, A DISTANCE OF 106.54 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 303.12 FEET; THENCE RUN SOUTH 82°22'00" WEST, A DISTANCE OF 322.74 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 188.09 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,445.83 FEET; THENCE RUN NORTH 45°00'00" WEST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN NORTH, A DISTANCE OF 66.83 FEET TO THE POINT OF BEGINNING.

(PARCEL C-2)

LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 380.61 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 69°38'26", A CHORD BEARING OF SOUTH 35°08'15" WEST AND A CHORD DISTANCE OF 125.62 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 133.70 FEET; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET; THENCE RUN EAST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE 13.80 FEET; THENCE RUN SOUTH 45°00'00" EAST, A DISTANCE OF 73.75 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,445.83 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 403.79 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,887.47 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 636.40 FEET TO THE POINT OF BEGINNING.

(PARCEL C-3): LEGAL DESCRIPTION:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 2,037.66 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,919.79 FEET, A CENTRAL ANGLE OF 03°58'22", A CHORD BEARING OF SOUTH 05°35'50" EAST, AND A CHORD DISTANCE OF 202.41 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 202.45 FEET TO A POINT OF TANGENCY;

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THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 174.65 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,520.39 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 106.54 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 124.79 FEET; THENCE RUN SOUTH 45°00'00" WEST, A DISTANCE OF 45.41 FEET; THENCE RUN SOUTH, A DISTANCE OF 13.80 FEET; THENCE RUN WEST, A DISTANCE OF 25.89 FEET; THENCE RUN SOUTH, A DISTANCE OF 66.83 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CENTRAL ANGLE OF 70°16'31", A CHORD BEARING OF SOUTH 34°49'14" EAST AND A CHORD DISTANCE OF 126.62 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 134.92 FEET ; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 380.61 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 57.81 FEET TO THE POINT OF BEGINNING.

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Exhibit "D"

[CXA-10 Corporation Legal Description]

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 IN SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST TOGETHER WITH ALL GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN ROADWAY EASEMENT IN O.R. BOOK 782, PAGE 119 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, LYING WEST OF COUNTY ROAD #75; AND THE SOUTHWEST 1/4 OF THE NORHTEAST 1/4 WEST OF HIGHWAY OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ALL IN ORANGE COUNTY, FLORIDA.

TOGETHER WITH:

THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST, LESS THE SOUTH 30 FEET FOR ROAD.

TOGETHER WITH:

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORHTWEST 1/4 OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LESS THE NORTH 30 FEET FOR ROAD.

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Exhibit "E"

[CXA-12 Corporation Legal Description]

[consisting of noncontiguous Parcels "B" and "D"]

(PARCEL "B")

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°08'55" WEST, A DISTANCE OF 694.21 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°22'16" EAST, A DISTANCE OF 1,887.47 FEET; THENCE RUN SOUTH 07°38'00" EAST, A DISTANCE OF 298.67 FEET; THENCE RUN NORTH 82°22'00" EAST, A DISTANCE OF 322.06 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,090.92 FEET, CENTRAL ANGLE OF 14°19'58", CHORD BEARING OF SOUTH 01°33'56" WEST AND A CHORD DISTANCE OF 272.19 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 272.90 FEET ; THENCE RUN SOUTH 49°30'44" WEST, A DISTANCE OF 38.23 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 332.16 FEET; THENCE RUN NORTH 48°08'21" WEST, A DISTANCE OF 65.82 FEET; THENCE RUN NORTH 15°33'41" WEST, A DISTANCE OF 24.60 FEET; THENCE RUN NORTH 46°52'10" WEST, A DISTANCE OF 44.13 FEET; THENCE RUN NORTH 56°34'47" WEST, A DISTANCE OF 25.03 FEET; THENCE RUN NORTH 57°45'02" WEST, A DISTANCE OF 48.47 FEET; THENCE RUN NORTH 78°43'59" WEST, A DISTANCE OF 39.28 FEET; THENCE RUN SOUTH 71°30'23" WEST, A DISTANCE OF 38.87 FEET; THENCE RUN SOUTH 80°46'13" WEST, A DISTANCE OF 56.00 FEET; THENCE RUN SOUTH 78°36'52" WEST, A DISTANCE OF 42.31 FEET; THENCE RUN SOUTH 77°17'19" WEST, A DISTANCE OF 55.71 FEET; THENCE RUN SOUTH 65°45'34" WEST, A DISTANCE OF 42.34 FEET; THENCE RUN SOUTH 60°41'06" WEST, A DISTANCE OF 36.61 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 14.97 FEET; THENCE RUN SOUTH 89°38'17" WEST, A DISTANCE OF 38.20 FEET; THENCE RUN SOUTH 81°55'29" WEST, A DISTANCE OF 11.46 FEET; THENCE RUN SOUTH 62°24'46" WEST, A DISTANCE OF 13.02 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 23.25 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST, A DISTANCE OF 18.00 FEET; THENCE RUN NORTH 89°38'09" EAST, A DISTANCE OF 25.86 FEET; THENCE RUN SOUTH 00°21'51" EAST , A DISTANCE OF 7.00 FEET; THENCE RUN SOUTH 89°38'09" WEST, A DISTANCE OF 24.75 FEET; THENCE RUN SOUTH 89°37'57" WEST, A DISTANCE OF 1,346.84 FEET; THENCE RUN NORTH 00°08'55" EAST, A DISTANCE OF 543.57 FEET TO THE POINT OF BEGINNING.

(PARCEL "D")

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°33'18" EAST, A DISTANCE OF 608.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°33'18" EAST, A DISTANCE OF 713.80 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN NORTH 89°25'22" EAST, A DISTANCE OF 1,329.50 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 30; THENCE RUN SOUTH 00°34'49" WEST, A DISTANCE OF 712.61 FEET; THENCE RUN SOUTH 89°22'16" WEST, A DISTANCE OF 1,329.21 FEET TO THE POINT OF BEGINNING.

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**JOINDER AND CONSENT OF THE PALISADES CONDOMINIUM
ASSOCIATION, INC.**

THE PALISADES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation (the "Association"), hereby joins in and consents to this Amended and Restated Grand Palisades Resort DRI Transportation Proportionate Share Agreement (the "Restated Agreement") for itself and on behalf of its members. Any Notice with respect to this Restated Agreement shall be addressed as follows:

As to the Association: The Palisades Condominium Association, Inc.
14200 Avalon Road
Winter Garden, FL 34787
Attention: President

WITNESSES:

**THE PALISADES CONDOMINIUM
ASSOCIATION, INC.**, a Florida non-profit corporation

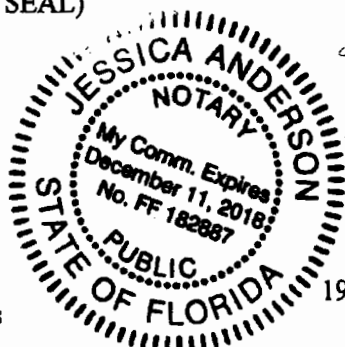
[Signature]
Print Name: Dorey Bacon
[Signature]
Print Name: Melvin Joseph

By: Nancy Payne
Its: Sec
Date: 22 APRIL 15

STATE OF Florida
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 22nd day of April, 2015, by Nancy Payne, as _____ of THE PALISADES CONDOMINIUM ASSOCIATION, INC, a Florida non-profit corporation, on behalf of the corporation. He (She) ☐ is personally known to me or ☒ has produced Florida Drivers Licenses as identification.

(NOTARY SEAL)



[Signature]
Notary Public Signature
Jessica Anderson
(Name typed, printed or stamped)