



Interoffice Memorandum

April 4, 2019

TO: Mayor Jerry L. Demings
and the Board of County Commissioners

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

CONTACT PERSON: Raymond Williams, P.E., Manager
Engineering Division
Public Works Department

PHONE NUMBER: (407) 836-7908

SUBJ: Joint Project Agreement for Utility Lines Construction for Connector
Road from Hilton Driveway to South Apopka-Vineland Rd

The Connector Road, also known as Daryl Carter Parkway, is a new four-lane roadway connecting Palm Parkway to South Apopka Vineland Road. Public Works will construct the section from Hilton Driveway to South Apopka Vineland Road in accordance with a public/private partnership agreement. The remainder of the roadway, from Palm Parkway to the Hilton Drive, is already under construction by the County's private partner.

The Orange County project includes force main and reclaimed water main construction that will be funded by the private partners and constructed with the roadway project. In order to facilitate the construction of these utility lines, Orange County entered into a Joint Project Agreement with M.L. Carter Services, Inc., Kerina, Inc., Kerina Village, LLC, Kerina Wildwood, LLC, Pulte Home Company, LLC and The School Board of Orange County, Florida. The agreement provides for funding of the construction of the force main and reclaimed water main with the Connector Road project.

The Public Works Engineering Division, Risk Management Division, Procurement Division, Office of Management and Budget, and the County Attorney's Office have reviewed the agreement and find the terms and conditions acceptable.

Action Requested: Approval and execution of Joint Project Agreement for Utility Lines Construction by and among Orange County, Florida, M.L. Carter Services, Inc., Kerina, Inc., Kerina Village, LLC, Kerina Wildwood, LLC, Pulte Home Company, LLC, and The School Board of Orange County, Florida. District 1.

RLAW/CE/jlp

Execution Version

JOINT PROJECT AGREEMENT FOR UTILITY LINES CONSTRUCTION

THIS AGREEMENT, (the "Agreement"), is made and entered into by and among Orange County, Florida, a charter county and political subdivision of the State of Florida, whose address is c/o County Administrator, P.O. Box 1393, Orlando, Florida 32802-1393 (the "County"), M.L. CARTER SERVICES, INC., Trustee under a Florida land trust known and designated as "CARTER-ORANGE 105 SAND LAKE LAND TRUST" (the "Trust"), created pursuant to Section 689.071, Florida Statutes, and existing under and by virtue of an unrecorded trust agreement dated effective as of April 10, 2008, as the same may have been, and may hereafter be, amended from time to time, whose address is 3333 South Orange Avenue, Suite 200, Orlando, Florida 32806, Attention Daryl M. Carter; KERINA, INC., a Delaware corporation, KERINA VILLAGE, LLC, successor by conversion to Kerina Village, Inc., a Florida limited liability company, KERINA WILDWOOD, LLC, successor by conversion to Kerina Wildwood, Inc., a Florida limited liability company (collectively "Kerina"), whose address is c/o Kathy Keller, 5401 South Kirkman Road, Suite 650, Orlando, Florida 32819; PULTE HOME COMPANY, LLC, a Michigan limited liability company as successor by conversion to Pulte Home Corporation, a Michigan corporation ("Pulte"), whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811; and THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, (the "School Board"), whose address c/o Facilities, 6501 Magic Way, Building 200, Orlando, Florida 32809.

WHEREAS, the Trust, Kerina, Pulte and the School Board are hereinafter collectively referred to as the "Owners";

WHEREAS, the Owners hereby appoint Emily Brown, whose address is c/o Carter-Orange 105 Sand Lake Land Trust, 3333 South Orange Avenue, Suite 200, Orlando, FL 32806, as the Owners' duly authorized "Owners' Representative" under this Agreement to take all actions on their behalf which the Owners are collectively required to take under this Agreement, except for the payment of funds, which shall remain the obligation of the Owners, proportionally, in accordance with the terms of existing agreements among them;

WHEREAS, the County, through a contractor, anticipates constructing in fiscal years FY19-20 and FY20-21 a portion of an extension (the "Roadway Extension") of Daryl Carter Parkway from Palm Parkway to Apopka-Vineland Road, pursuant to the Palm Parkway to Apopka-Vineland Connector Road Agreement recorded in the Public Records of Orange County, Florida as Document No. 20050876393; as supplemented by Connector Road Supplemental Agreements recorded, respectively, as Document Nos. 20050876394, 20110336071, 20170027137, 20170025202, and 20170546981 ("the Roadway Construction");

WHEREAS, the Owners are proposing to pay for the construction of a six-inch (6") PVC wastewater force main (approximately 668 LF), an eight-inch (8") PVC wastewater force main (approximately 1,954 LF), a twelve-inch (12") PVC wastewater force main

(approximately 1,273 LF), a sixteen-inch (16") PVC wastewater force main (approximately 368 LF), an eight-inch (8") PVC reclaimed water main (approximately 381 LF), a sixteen-inch (16") DI reclaimed water main (approximately 4,070 LF), a sixteen-inch (16") HDPE reclaimed water main, directional drilled (approximately 345 LF) and a twenty-inch (20") DI reclaimed water main (approximately 771 LF) (collectively the "Utility Lines") along the Roadway Extension that will be constructed within utility easements to be granted to the County by the Owners. Following construction of the utility lines, the Owners will convey the Utility Lines to the County by bill of sale.

WHEREAS, the Owners believe it is more economical and efficient for the County's contractor (the "Contractor"), at the Owners' expense, to install the Utility Lines (hereinafter, the "Utility Lines Construction").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as a material part of this agreement.
2. The drawings and specifications for the Utility Lines Construction, prepared by Kimley-Horn and Associates, Inc., (dated December 21, 2017) on behalf of the Owners and on file with the Engineering Division of the Orange County Public Works Department (the "Plans"), have been approved by the County and are hereby incorporated by reference into this Agreement.
3. The Owners have obtained all permits required for the Utility Lines Construction.
4. The Owners and the County hereby agree that the responsive and responsible bid for the Roadway Construction, including the Utility Lines Construction (the "Successful Bid") shall be determined by the County in accordance with its usual procurement practices, procedures, and policies, subject to review and comment by the Owners as provided for herein. The County shall have all bidders separately bid the Roadway Construction and the Utility Lines Construction as part of their respective bid responses to the County. The County shall provide the Owners' Representative with a copy of all bids for the Utility Lines Construction in advance of the County's determination of the Successful Bid. Within ten (10) calendar days following receipt of the bids for the Utility Lines Construction, the Owners' Representative shall submit to the County in writing the Owners' preference in regard to the bids received for the Utility Lines Construction, including reasons for their preference. The County shall provide the Owners' Representative with a copy of the Successful Bid. The Owners' Representative shall notify the County in writing within ten (10) calendar days following the Owners' Representative's receipt of the copy of the Successful Bid whether the portion of the Successful Bid pertaining to the Utility Lines Construction is acceptable to the Owners or is not acceptable to the Owners. In the event the Owners' Representative timely notifies the County that the Successful Bid regarding the Utility Lines Construction is not acceptable to the Owners, the Owners may proceed with the Utility Lines Construction in a

commercially reasonable manner pursuant to applicable approvals, laws, rules, and regulations, including those of the County, and in coordination with the Contractor, and the provisions in Paragraphs 4 through 14 of this Agreement shall be null and void as of the date of the notice delivered by the Owners' Representative.

5. If the County does not receive written notification from the Owners' Representative within the ten (10) calendar day time period referenced in Paragraph 4 above, the failure to provide such notice shall constitute approval of the Successful Bid by the Owners, to the same effect as if written notification of approval had been provided by the Owners. If Owners approve the Successful Bid, or if such bid is deemed approved by reason of failure of the Owners' Representative to timely provide such notice, County shall then proceed to contract with the Contractor who submitted the Successful Bid and all of the following provisions shall apply.
6. Within forty-five (45) calendar days following the County's notification to the Owners' Representative of the selection of the Contractor, the Owners shall proportionally pay an amount equal to the amount of the Utility Lines Construction Bid, plus an additional ten percent (10%) to serve as a contingency fund (together, the "Utilities Construction Costs"). The Owners' proportionate shares vary and are based on projected demand applicable to each Owner. The Owners' Representative will coordinate and collect all payments from the Owners and deliver the entire amount of the funds to the County. The County shall account for the funds paid by the Owners' by establishing a separate line item in the County's financial records that shall be designated the Daryl Carter Extension Utility Cost Account (the "Utility Cost Account").
7. The Utility Cost Account may be single, interest-bearing account or may be commingled with other County funds in a common account; and in the event that the County, in its sole reasonable discretion, elects to invest the funds in the Utility Cost Account, such investment shall be made only in accordance with applicable federal laws or regulations, and shall be made in accordance with County policy.
8. The County shall make payments to the Contractor for the Utility Lines Construction, pursuant to its customary payment procedures. The County, from time to time, may propose change orders to the portion of the Contract pertaining to the Utility Lines Construction, and the County may unilaterally authorize the Contractor to proceed with any change order, including change orders needed to address unforeseen or emergency conditions; provided that the cost for any change order, when considered individually or cumulatively with all other change orders, does not exceed the ten percent (10%) contingency fund (the "Contingency Fund") deposited by the Owners for the Utility Lines Construction. If any proposed change order, when considered individually or cumulatively with other County-proposed change orders, will result in costs in excess of the amount of the Utilities Lines Construction in the Successful Bid, plus the Contingency Fund, then before approving such change order (and any subsequent change orders) pertaining to the Utility Lines Construction, the County shall obtain the written approval of the Owners for the proposed change order or change orders through coordination with the Owners' Representative. The Owners shall have no obligation to approve any

change order if the individual or cumulative amount of the change orders exceeds the ten percent (10%) Contingency Fund deposited by the Owners for the Utility Lines Construction. In the event the Owners agree to fund any change order that will result in cumulative costs which exceed the amount of the Utility Lines Construction in the Successful Bid plus the Contingency Fund, the Owners shall proportionally pay the additional necessary funds prior to the County directing the Contractor to proceed with the work contemplated by any such change order. The Owners' Representative will be responsible for coordinating and collecting all of the proportional payments from the Owners and delivering the entire amount of the additional funds to the County. If the Owners do not approve a proposed change order that the County deems needed necessary for the Utility Lines Construction, the County may, but is not obligated to, elect to fund the change order out of County utility revenues and proceed to issue the change order without the Owners' consent.

9. The County shall pay to the Contractor all County-approved reasonable amounts for: (i) Utility Lines Construction included in the Successful Bid; (ii) any change orders that individually or cumulatively do not exceed the amount of the Contingency Fund; and (iii) any change orders expressly approved by the Owners. Prior to paying any funds to the Contractor for the Utility Lines Construction, the County shall have inspected the relevant work and deemed it acceptable, as described in Paragraph 11 below. Once every one hundred eighty (180) days following execution of the Contract through completion of the Utility Lines Construction, the County shall provide to the Owners' Representative a written accounting of all payments made to the Contractor for the Utility Lines Construction. In the event the Owners have approved and funded payments for the Utility Lines Construction that exceed the funds initially deposited in the Utility Cost Account, then the County's accounting shall also include the additional amounts funded by the Owners.
10. The time period of the Contractor's performance of the Utility Lines Construction work under the Contract shall run generally concurrently with the construction of the Roadway Extension.
11. During the course of the Utility Lines Construction work, the Owners' engineer or other designated representative shall have the reasonable right, in coordination with the County and the Contractor, to inspect the Utility Lines Construction to determine if it is in conformance with the Plans. The Owners, through the Owners' Representative, shall promptly notify the County of any deviation(s) from the Plans discovered by the Owners' engineer or representative who conducted the inspection, and upon such notification and confirmation, the County shall require the Contractor to remedy such deficiencies without additional expense to the Owners, unless the deviation is necessary as a result of an unforeseen field condition or other circumstance. The County shall also require the Contractor to remedy any deficiencies in the Contractor's performance of the Utilities Lines Construction work of which the County has knowledge. The County shall review the work that was performed and determine whether such work is acceptable. The County shall not make payments to the Contractor for any Utility Lines Construction work that has not been inspected and approved by the County.

12. The Contract shall require the Contractor to maintain workers' compensation and general liability insurance, and shall require the Contractor to include the Owners and Orange County as additional insured on its general liability insurance for the duration of the Utility Lines Construction.
13. The Contractor shall provide a surety bond in accordance with the provisions of Section 255.05 of the Florida Statutes, in a principal amount sufficient to cover the amount of the Utilities Line Construction.
14. During the course of the Utility Lines Construction, if the County or the Owners observe, or otherwise become aware of any defects, conflicts or necessary changes to the Plans, such party shall immediately notify the other party of such defects, conflicts or necessary changes. The County and the Owners agree that time is of the essence in making any decisions, interpretations and/or changes with respect to design, materials and other matters pertinent to the Utility Lines Construction work covered by the Contract so as to not materially delay the work of the Contractor.
15. Upon completion of the Utility Lines Construction work by the Contractor, approval of the Utility Lines Construction work by the County, and final payment to the Contractor of funds due for the Utility Lines Construction work, the County shall provide the Owners with a final accounting of the funds expended and return any unexpended funds in the Utility Cost Account within forty-five (45) calendar days following final payment to the Contractor for the Utility Lines Construction work under the Contract. Any such refund shall be coordinated with the Owners' Representative who shall be responsible for delivering the applicable proportionate shares of the refunded amount to the three (3) Owners.
16. The County shall obtain from the Contractor a written one (1) year warranty stating that all work shall be free of defects for one (1) year from the date of completion of the Utility Lines Construction work.
17. The Owners (as to the County) and the County (as to the Owners, collectively) agree to defend, indemnify, and hold harmless the other party, its or their officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own intentional or negligent acts or omissions, or those intentional or negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's intentional or negligent performance under this Agreement. The County's and the School Board's indemnification, respectively, is expressly limited to the amounts set forth in Section 768.28 (5), Florida Statutes, as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by any party to assume any liability of any kind for the acts, omissions, and/or negligence of another party, its officers, officials, employees, agents, or contractors.

18. So long as the Owners' Representative shall perform and discharge her duties and obligations and follow instructions and directions given in this Agreement, in good faith, the Owners jointly and severally shall and hereby agree to indemnify the Owners' Representative for and to defend and save and hold the Owners' Representative harmless from and against any and all claims, actions, suits or proceedings at law or in equity and for all obligations, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees and other charges, at all levels of proceedings, suffered, incurred or paid by the Owners' Representative, which arise by reason, on account or as a result of service as the Owners' Representative under this Agreement, unless the Owners' Representative shall be guilty of willful misconduct or gross negligence in the performance of the duties and obligations hereunder; such indemnification to include all costs and expenses (including attorneys' and paralegals' fees) suffered or incurred by the Owners' Representative in its defense of any such action, suit or proceeding. The School Board's indemnification is expressly limited to the amounts set forth in Section 768.28 (5), Florida Statutes, as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. In the event the Owners' Representative proposes to resign her position under this Agreement, she will give the Owners and the County thirty (30) days advance notice of her resignation. The Owners shall give the County written notice of the name and address of a replacement Owners' Representative in advance of the Owners' Representative's resignation date.
19. This Agreement constitutes the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and signed by all parties with the same formality as the Agreement.
20. All notices to be given to the parties shall be in writing and shall be given by hand delivery or United States mail, first class postage prepaid, addressed as follows:

COUNTY: Orange County
c/o County Administrator
201 S. Rosalind Avenue
Orlando, Florida 32801

With copy to: Orange County Public Works Department
Engineering Division
4200 S. John Young Parkway
Orlando, Florida 32839-9204

OWNERS' REPRESENTATIVE: Emily Brown
3333 S. Orange Ave., Suite 200
Orlando, Florida 32806

TRUST: Carter-Orange 105 Sand Lake Land Trust
3333 S. Orange Ave., Suite 200
Orlando, Florida 32806
Attention: Emily Brown

With copy to: Paul E. Rosenthal, Esq.
2605 Norfolk Road
Orlando, Florida 32803

KERINA: Kerina, Inc.
Kerina Village, LLC
Kerina Wildwood, LLC
5401 South Kirkman Road, Suite 650
Orlando, Florida 32819
Attention: Kathy Keller

With copy to: Lowndes, Drosdick, Doster, Kantor &
Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
Attention: Miranda F.Fitzgerald, Esq.

PULTE: Pulte Home Company, LLC
4901 Vineland Road, Suite 500
Orlando, Florida 32811
Attention: Doug Hoffman and Cliff Tores

With copy to: Lowndes, Drosdick, Doster, Kantor &
Reed, P.A.
215 N. Eola Drive
Orlando, Florida 32801
Attention: Miranda F.Fitzgerald, Esq.

SCHOOL BOARD The School Board of Orange County, Florida
Facilities
6501 Magic Way, Building 200
Orlando, Florida 32809
Attention: Harold Jenkins

With copy to: Orange County Public Schools
Legal Services
6501 Magic Way, Building 200
Orlando, Florida 32809

21. The validity, interpretation and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall

not affect the remaining provisions of the Agreement, which shall remain in full force and effect.

22. Time is of the essence under this Agreement.
23. There shall be no third-party beneficiaries to this Agreement and no rights of action for third parties are intended or implied herein.
24. The County and the Owners 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 for all actions arising out of or in connection with this Agreement.
 - (a) Upon any failure by the Owners to perform their obligations under this Agreement, the County shall be limited strictly to only the following remedies:
 - (i) The County may file an action for specific performance or injunction;
 - (ii) In the event the Owners, through Owners' Representative, fail to timely pay to the County the funds referred to in Paragraph 5 above, the County may refuse to include the Utility Lines Construction in the Contract and terminate this Agreement; in the event the Owners, through the Owners' Representative, fail to timely pay to the County any additional funds referred to in Paragraph 7 above, the County may cancel the Utility Lines Construction portion of the Contract and terminate this Agreement;
 - (iii) The County has the right to file suit against the Owners, jointly and severally, for any claims against the County by the Contractor relating to the Utility Lines Construction;
 - (iv) If at any time the funds in the Utility Cost Account are insufficient to cover the costs of completing the Utility Lines Construction, and the Owners, through Owners' Representative, fail to timely pay any additional funds pursuant to the terms of this Agreement within the times provided for such payment herein, the County shall have the right to notify the Contractor to stop work on the Utility Lines Construction, terminate that portion of the Contract, and pay the Contractor for all work completed on the Utility Lines Construction portion of the Contract from the funds in Utility Cost Account; and
 - (v) The County may withhold approvals or permits in connection with the Utility Lines Construction.
 - (b) Upon any failure by the County to perform its obligations under this Agreement, the Owners shall be limited strictly to only the following remedies:

- (i) The Owners may file an action for specific performance with regard to the use of the funds in Utility Cost Account;
- (ii) The Owners may request injunctive relief to prevent the County from using the funds in the Utility Cost Account for purposes inconsistent with this Agreement; and
- (iii) The Owners may file an action for specific performance to obtain any funds remaining in Utility Cost Account after completion and acceptance of and final payment for the Utility Lines Construction portion of the Contract.

All parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by any other, and each party shall be responsible for its own legal fees, including attorney fees, in connection with any action arising out of or in relation to this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court for the Ninth Judicial Circuit of Florida in Orange County.

- 25. This Agreement shall not be assigned and any purported assignment shall be deemed void and of no effect.
- 26. The effective date of this Agreement shall be the date when the last of the County and the Owners has properly executed this Agreement as determined by the dates set forth immediately below the respective signatures of the County and the Owners.

[Signatures and Acknowledgements on Following Pages]

IN WITNESS WHEREOF, the County and the Owners have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.



"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Bryan W. Brooks
for Jerry L. Demings
Orange County Mayor

ATTEST:

DATE: 23 April 2019

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

By: Katie Smith
Deputy Clerk

Katie Smith

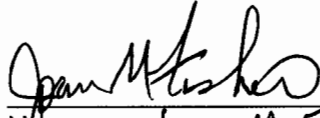
Printed Name

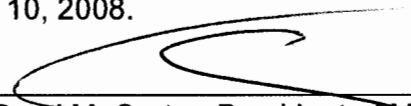
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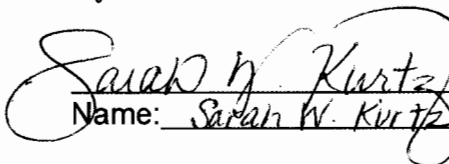
Witnesses:

"TRUST"

M. L. CARTER SERVICES, INC., Trustee under a Florida land trust known and designated as CARTER-ORANGE 105 SAND LAKE LAND TRUST, created pursuant to Section 689.071, Florida Statutes, and existing under and by virtue of an unrecorded trust agreement dated as of April 10, 2008.


Name: Joan M. Fisher

By: 
Daryl M. Carter, President of M. L. Carter Services, Inc., Trustee


Name: Sarah W. Kurtz

Date: 02/20/2019

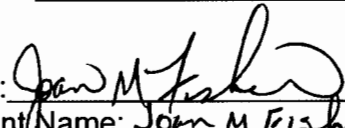
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of February, 2019, by Daryl M. Carter, President of M. L. Carter Services, Inc., Trustee under a Florida Land Trust known and designated as the "Carter-Orange 105 Sand Lake Land Trust" created pursuant to Section 689.071, Florida Statutes, and existing under and by virtue of an unrecorded trust agreement dated effective as of April 10, 2008, on behalf of the trust. He is personally known to me or has produced _____ as identification.



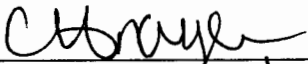
JOAN M. FISHER
Commission # GG 113991
Expires July 16, 2021
Bonded Thru Budget Notary Services

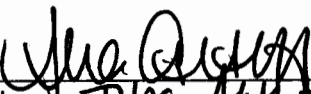
By: 
Print Name: Joan M. Fisher
Notary Public State of Florida
Commission No.: _____
My Commission Expires: _____

[Signatures and Acknowledgements Continue on Following Pages]

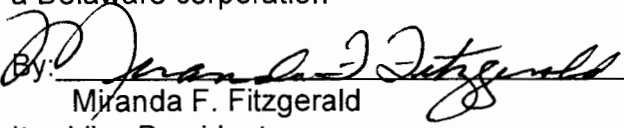
"KERINA"

Witnesses:


Name: Adrien Frayle


Name: Tina Althoff

KERINA, INC.,
a Delaware corporation

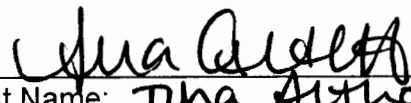
By: 
Miranda F. Fitzgerald
Its: Vice President

Date: Feb 15 2019

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of Feb, 2019, by Miranda F. Fitzgerald, Vice President of Kerina, Inc., a _____ corporation. She is personally known to me or has produced _____ as identification.



By: 
Print Name: Tina Althoff
Notary Public State of Florida
Commission No.: GG102435
My Commission Expires: 5/26/2021

[Signatures and Acknowledgements Continue on Following Pages]

"KERINA"

Witnesses:

KERINA WILDWOOD, LLC,
a Florida limited liability company

Adrien Frayle
Name: Adrien Frayle

By: Kathleen Keller
Name: Kathleen Keller
Title: Manager

Tina Althoff
Name: Tina Althoff

Date: Feb 15 2019

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of Feb, 2019 by Kathleen Keller, Manager of Kerina Wildwood, LLC, a Florida limited liability company. She is personally known to me or has produced TL DL as identification.



By: Tina Althoff
Print Name: Tina Althoff
Notary Public State of Florida
Commission No.: GG 102435
My Commission Expires: 5/26/2021

[Signatures and Acknowledgements Continue on Following Pages]

"KERINA"

Witnesses:

Adrien Frayle
Name: Adrien Frayle

Tina Althoff
Name: Tina Althoff

KERINA VILLAGE, LLC,
a Florida limited liability company

By: Kathleen Keller
Name: Kathleen Keller
Title: Manager

Date: Feb 15 2019

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of Feb, 2019 by Kathleen Keller, Manager of Kerina Village, LLC, a Florida limited liability company. She is personally known to me or has produced FL DL as identification.

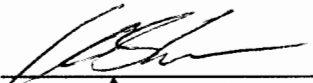
 Tina Althoff
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG102435
Expires 5/26/2021

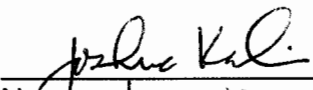
By: Tina Althoff
Print Name: Tina Althoff
Notary Public State of Florida
Commission No.: GG 102435
My Commission Expires: 5/26/2021

[Signatures and Acknowledgements Continue on Following Pages]

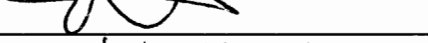
"PULTE"

Witnesses:


Name: AARON STAMMBERGER


Name: JOSH KALIN

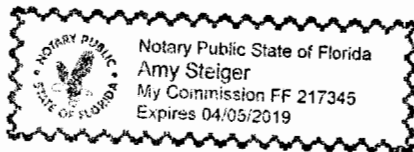
PULTE HOME COMPANY, LLC,
a Michigan limited liability company, as successor
by conversion to PULTE HOME CORPORATION,
a Michigan corporation


By: 
Name: Neil Klaproth
Title: Director of Land

Date: 3/1/19

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1 day of March, 2019 by Neil Klaproth as Director of Land of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, as successor by conversion to PULTE HOME CORPORATION, a Michigan corporation. He is personally known to me or has produced _____ as identification.




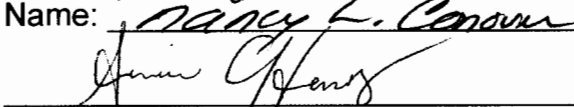
By: 
Print Name: Amy Steiger
Notary Public State of Florida
Commission No.: FF217345
My Commission Expires: 4/5/2019

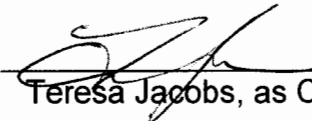
[Signatures and Acknowledgements Continue on Following Pages]

"SCHOOL BOARD"

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

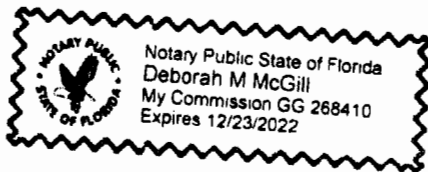
Witnesses:


Name: Nancy L. Conover

Name: Arabia Henley


By: 
Teresa Jacobs, as Chair
Date: 3/15/19

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 15th day of MARCH, 2019, by Teresa Jacobs, Chair of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or had produced as identification.



AFFIX NOTARY STAMP


NOTARY PUBLIC OF FLORIDA
Print Name: Deborah M. McGill
Commission No.: _____
Expires: _____

[Signatures and Acknowledgements Continue on Following Pages]

Witnesses:

Arabella Henley
Name: Arabella Henley

Marteliz Pagan
Name: Marteliz Pagan

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

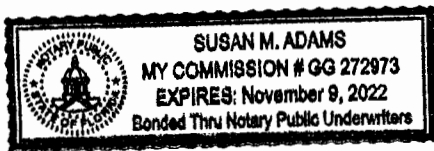
Attest: *[Signature]*
Barbara M. Jenkins, Ed.D. as its
Superintendent

Dated: 3-27-2019

STATE OF FLORIDA

COUNTY OF ORANGE

March 27th The foregoing instrument was acknowledged before me this 27th day of March 2019, by Barbara M. Jenkins, Ed.D, as Superintendent of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or has produced _____ as identification.



By: *[Signature]*
Print Name: Susan M. Adams
Notary Public State of Florida
Commission No.: _____
My Commission Expires: _____

[Signatures and Acknowledgements Continue on Following Pages]

Reviewed and approved by
Orange County Public School's
Chief Facilities Officer



John T. Morris
Chief Facilities Officer

Date: 3/13/19

Approved as to form and legality by legal
counsel to The School Board of Orange County,
Florida, exclusively for its use and reliance

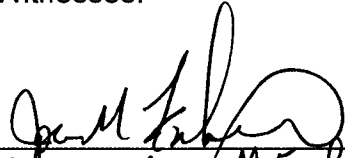


Laura L. Kelly, Staff Attorney III/Planning and
Real Estate

Date: March 13, 2019

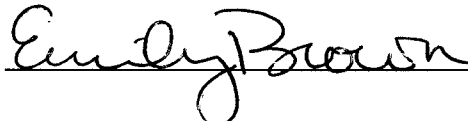
[Signatures and Acknowledgements Continue on Following Page]

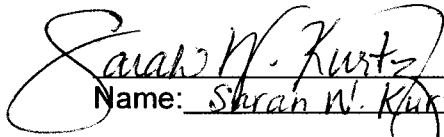
Witnesses:


Name: Joan M. Fisher

"OWNERS' REPRESENTATIVE"

EMILY BROWN




Name: Sarah W. Kurtz

Date: 2-20-19

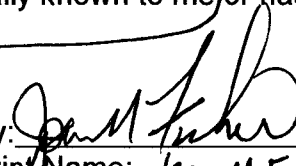
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of February 2019, by Emily Brown, in her capacity as Owners' Representative under this Agreement, not individually. She is (personally known to me) or has produced _____ as identification.



JOAN M. FISHER
Commission # GG 113991
Expires July 16, 2021
Bonded Thru Budget Notary Services

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