



Interoffice Memorandum

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

October 6, 2014

OCT 21 2014 NP/KH

**TO:** Mayor Teresa Jacobs  
and Board of County Commissioners

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

**SUBJECT: BCC AGENDA ITEM – Consent Agenda  
October 21, 2014 BCC Meeting  
Developer Agreement for Utility Work Associated with Horizon West  
Spring Hill PD – Off Site Utilities  
Contact Person: Andres Salcedo, P. E., Manager  
Utilities Engineering Division  
407-254-9719**

The developer, Lennar Homes, LLC, as part of their infrastructure improvements for Spring Hill PD, will be constructing utilities through their development and extending off-site utilities along Avalon Road.

A 12-inch wastewater force main, 16-inch wastewater force main, and a section of 16-inch water main would have been sufficient to meet the anticipated water and wastewater demands for the development. Based on Orange County Utilities' Master Plan, the County requires a 20-inch wastewater force main and a 24-inch water main along this route to support the County's regional transmission needs.

To maximize efficiency and coordination, Orange County asked the developer to increase the wastewater force main diameter to 20-inch and the water main diameter to 24-inch along their proposed construction routes.

The construction costs of the utility improvements to be paid by Orange County under this agreement are limited to a total payment obligation amount of \$775,075.

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

**Action Requested: Approval of Utility Line Construction Reimbursement Agreement for Horizon West Spring Hill PD – Off-Site Utilities by and between Orange County, Florida and Lennar Homes, LLC, for utility improvements in the amount of \$775,075.**

**District 1.**

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
OCT 21 2014 NP/KH

## UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT FOR HORIZON WEST SPRING HILL PD – OFF-SITE UTILITIES

**THIS UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT FOR HORIZON WEST SPRING HILL PD – OFF-SITE UTILITIES** (the “Agreement”) is made and entered into as of the date of last execution below (the “Effective Date”) by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the “COUNTY”) whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 and **Lennar Homes, LLC**, a Florida Limited Liability Company (the “DEVELOPER”) whose address is 4600 West Cypress Street, Suite 200, Tampa, FL 33607. Hereinafter, the COUNTY and the DEVELOPER may be referred to individually as a “Party” or collectively as the “Parties.”

### RECITALS

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

**WHEREAS**, the DEVELOPER contemplates the development of a number of improvements for various uses within the Property (collectively the “Project”); and

**WHEREAS**, in order to proceed with the Project, or any part thereof, it will be necessary to obtain water and wastewater service to the Property; and

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

**WHEREAS**, the DEVELOPER, in order to deliver water and wastewater service to the Project, requires 2,075 linear feet of 16-inch diameter water line, 3,304 linear feet of 12-inch diameter wastewater line, and 4,030 linear feet of 16-inch diameter wastewater line (the “Utility Work”); and

**WHEREAS**, the COUNTY, in order to better serve areas within its water and wastewater service territories, requests that the DEVELOPER construct a 24-inch water line and a 20-inch wastewater line along the same route as depicted in **Exhibit “B”** attached hereto and

made a part hereof by this reference, with said 24-inch water line and 20-inch wastewater line hereinafter called the "Oversized Utility Work;" and

**WHEREAS**, the Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which (i) the DEVELOPER shall construct the Oversized Utility Work requested by the COUNTY, and (ii) the COUNTY shall reimburse the DEVELOPER for the cost differential between the Oversized Utility Work and the Utility Work, as more particularly set forth below; and

**WHEREAS**, the COUNTY finds the expenditure of funds in the achievement of the objectives of this Agreement to be in the public interest.

**NOW, THEREFORE**, in consideration of the premises hereof and the mutual covenants set forth herein, the Parties hereby agree as follows:

**SECTION 1. RECITALS INCORPORATED.**

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

**SECTION 2. PREPARATION OF CONSTRUCTION PLANS, BIDS, AND CONTRACT.**

**2.1** The DEVELOPER shall cause the preparation of a set of design plans for the Oversized Utility Work based on the preliminary design sketch as depicted in **Exhibit "B."** The design plans shall be subject to the COUNTY's reasonable review and approval in accordance with COUNTY biddable standards. The contract for the design plans shall provide that the COUNTY is a third-party beneficiary with regard to insurance against the design professional's errors and omissions. The review and approval under this Agreement by the COUNTY is in its proprietary capacity as a Party to this Agreement and is in addition to any governmental permitting functions the COUNTY may be otherwise obligated to perform. Upon final acceptance of the design plans, the COUNTY shall provide the DEVELOPER with written notification of such acceptance. Once approved by the COUNTY, the design plans shall be referred to as the "Construction Plans."

**2.2** The DEVELOPER shall retain a professional engineering firm to assist the DEVELOPER in obtaining at least two (2) responsive bids from responsible bidders qualified to do utility construction for the Oversized Utility Work based on the Construction Plans. The DEVELOPER shall obtain itemized bids for the Utility Work and the Oversized Utility Work displaying the bid price for each item listed in **Exhibit "C"** attached hereto and made a part hereof by this reference (the "Standard Bid Form and Pay Items").

**2.3** The DEVELOPER shall select the bid of the lowest responsible bidder and notify the COUNTY in writing of the bid selection by providing copies of the itemized bids for the Utility Work and the Oversized Utility Work.

**2.4** The COUNTY shall have fifteen (15) days following receipt of written notification from the DEVELOPER of the selected bid to review and notify the DEVELOPER,

in writing, of the COUNTY'S acceptance of the selected bid. In the event the COUNTY does not accept the selected bid, this Agreement shall automatically terminate and neither Party shall be liable for or be entitled to bring any action against the other for damages.

**2.5** The DEVELOPER shall ensure that the construction contract(s) provide(s) a maintenance guarantee pursuant to Section 7.2 of this Agreement for the work performed, which maintenance guarantee shall be in force and effect for a period of one (1) year from the date on which the COUNTY accepts ownership and maintenance responsibility for the Oversized Utility Work.

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

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

The DEVELOPER shall apply for and obtain all necessary governmental permits and approvals for the Oversized Utility Work. The COUNTY agrees to cooperate and assist the DEVELOPER in its obtaining of all necessary permits related to the Oversized Utility Work.

### **SECTION 4. COMMENCEMENT OF WORK.**

After the execution of this Agreement, issuance of all required permits and COUNTY approval of the Construction Plans and selected bidder, the DEVELOPER will commence the Oversized Utility Work, based upon the Construction Plans and permits for the same.

### **SECTION 5. PAYMENT OF COSTS.**

The DEVELOPER and the COUNTY agree to pay for the Oversized Utility Work as follows:

**5.1** The DEVELOPER shall pay for the design, engineering, surveying, geotechnical engineering, environmental work, permitting, bidding, inspection, construction, construction administration, maintenance guarantee, final testing, certification costs and fees for the Oversized Utility Work. The COUNTY shall reimburse the DEVELOPER for the cost difference between the final, COUNTY approved cost actually incurred for the Oversized Utility Work and the selected bid amount for the Utility Work, with this cost difference being called the "Oversizing Cost." In no case shall the COUNTY'S reimbursement obligation to the DEVELOPER exceed an Oversizing Cost of Seven Hundred Seventy-five Thousand Seventy-five Dollars (\$775,075.00).

**5.2** If the Oversized Utility Work is satisfactorily performed, the COUNTY shall reimburse the DEVELOPER in one lump sum after all of the following events have occurred:

A. Receipt by the COUNTY of a written reimbursement request from the DEVELOPER;

B. Inspection, approval, and acceptance by the COUNTY of the completed Oversized Utility Work;

C. Receipt by the COUNTY of the maintenance guarantee and bill of sale as described in Section 7 of this Agreement;

D. Receipt by the COUNTY of copies of such contracts, release of liens, itemized invoices and other documents evidencing the costs of and payment for the Oversized Utility Work; and

E. Receipt by the COUNTY of any utility easement(s) in favor of the COUNTY required for the Oversized Utility Work as depicted on the Construction Plans.

**5.3** In the event the COUNTY raises any objections to any fee or cost set forth in the reimbursement request or supporting documentation, the disputed amount will be withheld from payment and the undisputed amount shall be paid in accordance with this Section.

## **SECTION 6. DISPUTES.**

All claims, disputes and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach (a "Dispute") shall be resolved in the following order: (a) good-faith negotiation, (b) non-binding mediation, and then (c) judicial resolution. The process of "good-faith negotiations" requires each Party to set out in writing to the other its reason(s) for adopting a specific conclusion or for selecting a particular course of action, together with the sequence of subordinate facts leading to the conclusion or course of action. The good-faith negotiations shall include at least one meeting of representatives of the Parties. The Party-representative shall have authority to resolve the Dispute.

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

**7.1** Prior to commencing the construction, the DEVELOPER or its general contractor shall obtain and deliver to the COUNTY a payment bond and a performance bond, as referenced in Section 2.6 of this Agreement, reasonably acceptable to the COUNTY, pursuant to Section 255.05, Florida Statutes, as it may be amended. The payment and performance bonds shall name the COUNTY as Dual-Obligee and be assignable to the COUNTY following acceptance of the Oversized Utility Work by the COUNTY. The surety company issuing the payment bond and the performance bond shall meet the following qualifications:

- Surety must be licensed to do business in the State of Florida, maintain an A-VI or better rating with AMBest or an equivalent rating agency and shall comply with the provisions of Section 255.05, Florida Statutes.

- Surety must be listed on the most recent version of the U.S. Department of Treasury Fiscal Service, Bureau of Financial Management, Circular 570 entitled: “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.”
- All bonds/surety instruments shall be originals and issued by a producing agent with the authority to issue said bonds/surety instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach with each bond/surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address, and telephone number on all bonds/surety instruments.

**7.2** The DEVELOPER shall provide a maintenance guarantee in the form of a letter of credit, cash escrow, or maintenance bond in favor of the COUNTY in an amount equal to ten (10%) percent of the Costs of the Oversized Utility Work. The purpose of the maintenance guarantee is to guarantee the materials, workmanship, structural integrity, functioning, and maintenance of the Oversized Utility Work. The surety company issuing the maintenance bond shall meet the qualifications set forth in Section 7.1 of this Agreement.

**7.3** Prior to the COUNTY’S issuance of the certificate of completion for the Oversized Utility Work, the DEVELOPER shall deliver to the COUNTY a bill of sale in favor of the COUNTY, and a maintenance guarantee provided herein for the Oversized Utility Work, at which time the COUNTY shall be deemed to have accepted the dedication of and ownership and operational responsibility for the Oversized Utility Work.

**SECTION 8. INDEMNIFICATION.**

For value received, which is hereby acknowledged, the DEVELOPER agrees, on behalf of itself, its agents, contractors, successors and assigns, that it shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all liabilities, claims, damages, losses, costs and expenses (including attorneys’ fees) arising out of or resulting from the performance of the construction activities, provided that any such liability, claim, damage, loss, cost or expense:

- Is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the construction activities themselves) including the loss of use resulting therefrom, and
- Is caused in whole or part by an act or omission relating to the Oversized Utility Work by the DEVELOPER, its agents or employees, or any contractor employed by the DEVELOPER, or anyone directly or indirectly employed by the DEVELOPER or its contractor(s), their subcontractors, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the negligence of the COUNTY.

**SECTION 9. INSURANCE.**

Prior to commencing any portion of the Oversized Utility Work and throughout the course of construction of the Oversized Utility Work, the DEVELOPER or its agents and contractors, shall procure and maintain insurance limits and terms as follows:

(i) Workers' compensation insurance with statutory workers' compensation limits and no less than One Million and 00/100 Dollars (\$1,000,000.00) for Employer's Liability with a waiver of subrogation in favor of the COUNTY, its consultants, agents, employees and officials.

(ii) Commercial general liability insurance for all operations including, but not limited to contractual, products and completed operations and personal injury with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and an aggregate limit of at least twice the per occurrence limit.

(iii) Business automobile liability insurance for all owned, hired, or non-owned vehicles with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

(iv) Professional Liability (errors and omissions) for engineering design in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

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

All coverage shall be primary and not contributory with any insurance or self-insurance maintained by the COUNTY. The Developer shall provide the COUNTY notice of any material change, cancellation, non-renewal of any policy required herein at least thirty (30) days prior to the occurrence thereof.

## **SECTION 10. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS.**

If for any reason during the term of this Agreement, local, regional or state governments or agencies (other than the COUNTY) shall fail to issue necessary permits or fail to grant necessary approvals for the Oversized Utility Work, after the DEVELOPER has complied with all conditions precedent to receipt of such permits, to the extent that the requirements necessary to obtain such permits or approvals shall affect the ability of the DEVELOPER or the COUNTY to perform any of the terms thereof, this Agreement shall be renegotiated by the Parties hereto to the extent reasonably feasible to cause the Oversized Utility Work to comply with said requirements.

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

**11.1** The term of this Agreement shall be five (5) years from the Effective Date. In the event the DEVELOPER has not, by the second anniversary of the Effective Date of this Agreement, let a contract for the construction of the Oversized Utility Work reasonably

acceptable to COUNTY, the COUNTY may terminate this Agreement upon thirty (30) days' notice to the DEVELOPER.

**11.2** The COUNTY and DEVELOPER expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies as provided herein. Except as otherwise provided herein, in redress for the failure of either Party to perform its obligations under this Agreement, the Parties shall have only the following remedies available against each other:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of the DEVELOPER or the COUNTY; or
- (iv) any combination of the foregoing.

Both Parties hereto expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. Both Parties expressly agree that each shall bear the cost of its own attorney's fees for any action arising out of or in connection with this Agreement.

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

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

**SECTION 13. NOTICE.**

Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three (3) days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a Party at the address set forth opposite the Party's name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith:

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

With copy to: Orange County Attorney's Office  
Orange County Administration Building  
201 S. Rosalind Avenue, 3rd Floor  
Orlando, Florida 32801  
Attn: County Attorney



Telephone: (407) 836-7320  
Facsimile: (407) 836-5888

**If to DEVELOPER:** Lennar Homes, LLC  
4600 West Cypress Street, Suite 200  
Tampa, FL 33607  
Phone: (407) 744-0068  
Fax: (813) 547-5703

**SECTION 14. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

**SECTION 15. TIME IS OF THE ESSENCE.**

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

**SECTION 16. NON-WAIVER.**

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

**SECTION 17. CONSTRUCTION OF AGREEMENT.**

This Agreement shall not be construed against either Party on the basis of it being the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

**SECTION 18. REASONABLE APPROVAL.**

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

**SECTION 19. PUBLIC RECORDS.**

The DEVELOPER will allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and which have been made or received by the DEVELOPER in conjunction with this Agreement. Nothing herein contained shall require Developer to allow public access to any financial information not pertaining specifically to the Construction Plans, or to any proprietary information.

**SECTION 20. RECORDS AND AUDITS.**

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

**SECTION 21. EQUAL OPPORTUNITY EMPLOYMENT.**

The DEVELOPER agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin.

**SECTION 22. SEVERABILITY.**

If any part of this Agreement is found invalid or unenforceable by any court, such validity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

**SECTION 23. ASSIGNMENT.**

The rights and obligations of the DEVELOPER hereunder are not covenants running with the land and shall only be binding upon and exercisable by the DEVELOPER (and not any successor in title to any portion of the Property), unless this Agreement is expressly assigned by the DEVELOPER as provided in this Section 23. This Agreement or any of the rights, obligations and responsibilities hereunder, shall be in no part assignable by the DEVELOPER without the consent or approval of such assignment by the COUNTY, provided that the COUNTY'S approval will not be unreasonably withheld so long as the successor to the DEVELOPER is of equal or better economic status and is capable of fulfilling all obligations of the DEVELOPER, including but not limited to, the ability to service and maintain the insurance and indemnification obligations of the DEVELOPER. Only upon the written acceptance by the COUNTY of the successor owner, will the DEVELOPER be released from any obligations and responsibilities arising under or attributable to the Agreement and only where the COUNTY has received notice of and accepted work performed by the said successor owner.

**SECTION 24. DISCLAIMER OF THIRD PARTY BENEFICIARIES.**

No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto. The Parties agree that this section shall not be applied to provisions of this Agreement to situations where the Parties have authorized one Party to be a third party beneficiary to the construction, design, or other agreement authorized herein or any assignee under this Agreement.

**SECTION 25. GOVERNING LAW AND VENUE.**

This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of law rules thereof which may direct the application of laws of another jurisdiction. The venue for any non-binding mediation or judicial proceedings shall be Orange County, Florida.

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

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

**SECTION 27. NON-APPROPRIATION.**

In accordance with the Florida Constitution and other applicable state and local laws, including but not limited to Section 129.07, Florida Statutes, the obligations of the COUNTY in this Agreement are subject to sufficient budgeted COUNTY funds being available in each COUNTY budget year to achieve the purposes of this Agreement.

**SECTION 28. NO PARTNERSHIP OR JOINT VENTURE.**

Nothing in this Agreement is intended to create a partnership or joint venture between the Parties, and neither Party shall be construed to be the partner or joint venturer of the other Party for any purpose.

**SECTION 29. FURTHER DOCUMENTATION.**

The Parties agree that from time to time and following a request therefor by a Party, each Party shall properly execute and deliver to the other Party such other documents and instruments reasonably necessary to effectuate the obligations of each Party hereunder.

**SIGNATURES ON FOLLOWING PAGES**

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

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners



By: *Teresa Jacobs*  
Teresa Jacobs  
County Mayor

Date: 10.21.14

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

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

LENNAR HOMES, LLC

By: [Signature]  
Patrick (Rob) Bonin  
(Director of Land Development)  
*Authorized Agent*

Date: 9-26-14

Witness:  
Dianne Larson  
Print Name: Dianne Larson

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26th day of September 2014, Patrick Rob Bonin as Director of Land Development Authorized Agent of Lennar Homes, LLC., a Florida Limited Liability Company, on behalf of the limited liability company. He/she is [] personally known to me or [] has produced N/A as identification.

(NOTARY SEAL)



[Signature]  
Notary Public Signature  
Susan M. Finkbeiner  
(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No.: EE 177468  
My Commission Expires: 4/14/2016

EXHIBIT "A"  
Legal Description - Phase 1

A portion of Sections 17 and 18, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the East quarter corner of Section 18, Township 24 South, Range 27 East, Orange County, Florida; thence run South  $89^{\circ}04'08''$  West, along the South line of the Northeast 1/4 of said Section 18, for a distance of 309.24 feet; thence departing said South line, run North  $10^{\circ}48'37''$  East for a distance of 208.07 feet to the point of curvature of a non-tangent curve, concave Northeasterly having a radius of 650.00 feet, with a chord bearing of North  $63^{\circ}49'02''$  West, and a chord distance of 344.62 feet, thence run Northwesterly along the arc of said curve through a central angle of  $30^{\circ}44'42''$  for an arc distance of 348.79 feet to a point of tangency; thence run North  $48^{\circ}26'41''$  West for a distance of 129.66 feet; thence run North  $41^{\circ}32'19''$  East for a distance of 52.00 feet to the point of curvature of a non-tangent curve, concave Westerly having a radius of 315.00 feet, with a chord bearing of North  $19^{\circ}36'11''$  East, and a chord distance of 198.83 feet, thence run Northerly through a central angle of  $36^{\circ}47'38''$  along the arc of said curve for an arc distance of 202.29 feet to a point of curvature of a non-tangent curve concave Easterly having a radius of 45.00 feet, with a chord bearing of North  $25^{\circ}10'35''$  West, and a chord distance of 36.36 feet, thence run Northerly along the arc of said curve through a central angle of  $47^{\circ}39'07''$  for an arc distance of 37.43 feet to a point of tangency; thence run North  $01^{\circ}21'02''$  West for a distance of 136.73 feet to the point of curvature of a curve, concave Westerly having a radius of 274.00 feet, with a chord bearing of North  $05^{\circ}35'58''$  West, and a chord distance of 40.60 feet, thence run Northerly along the arc of said curve through a central angle of  $08^{\circ}29'52''$  for an arc distance of 40.64 feet to a point of tangency; thence run North  $09^{\circ}50'54''$  West for a distance of 410.22 feet to the point of curvature of a curve, concave Westerly having a radius of 21.00 feet, with a chord bearing of North  $24^{\circ}49'21''$  West, and a chord distance of 10.85 feet, thence run Northerly along the arc of said curve through a central angle of  $29^{\circ}56'54''$  for an arc distance of 10.98 feet to a point on a non-tangent line; thence run South  $81^{\circ}47'29''$  West for a distance of 17.89 feet; thence run North  $08^{\circ}12'31''$  West for a distance of 52.00 feet; thence run South  $81^{\circ}47'29''$  West for a distance of 86.85 feet to the point of curvature of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of North  $54^{\circ}46'15''$  West, and a chord distance of 34.38 feet, thence run Northwesterly through a central angle of  $86^{\circ}52'32''$  along the arc of said curve for an arc distance of 37.91 feet to a point of curvature of curve concave Westerly having a radius of 858.00 feet, with a chord bearing of North  $21^{\circ}55'29''$  West, and a chord distance of 315.42 feet, thence run Northerly through a central angle of  $21^{\circ}11'01''$  along the arc of said curve for an arc distance of 317.22 feet to a point of curvature of a curve concave Northerly having a radius of 94.00 feet, with a chord bearing of North  $18^{\circ}45'37''$  West, and a chord distance of 44.71 feet, thence run Northerly along the arc of said curve through a central angle of  $27^{\circ}30'45''$  for an arc distance of 45.14 feet to a point of tangency; thence run North  $05^{\circ}00'15''$  West for a distance of 43.74 feet to the point of curvature of a curve, concave Southeasterly having a radius of 18.00 feet, with a chord bearing of North  $39^{\circ}40'55''$

East, and a chord distance of 25.32 feet, thence run Northeasterly through a central angle of 89°22'19" along the arc of said curve for an arc distance of 28.08 feet to a point on a non-tangent curve concave Northerly having a radius of 1625.00 feet, with a chord bearing of South 85°58'46" West, and a chord distance of 91.38 feet, thence run Westerly along the arc of said curve through a central angle of 03°13'21" for an arc distance of 91.40 feet to a point of tangency; thence run South 87°35'26" West for a distance of 17.02 feet; thence run North 02°24'34" West for a distance of 70.00 feet; thence run North 87°35'26" East for a distance of 17.02 feet to the point of curvature of a curve, concave Northerly having a radius of 1555.00 feet, with a chord bearing of North 76°23'18" East, and a chord distance of 604.19 feet, thence run Easterly along the arc of said curve through a central angle of 22°24'16" for an arc distance of 608.06 feet to a point of tangency; thence run North 65°11'10" East for a distance of 344.98 feet; thence run North 63°02'20" East for a distance of 214.76 feet to the point of curvature of a curve, concave Southerly having a radius of 1315.00 feet, with a chord bearing of South 87°43'42" East, and a chord distance of 871.61 feet, thence run Easterly through a central angle of 38°42'31" along the arc of said curve for an arc distance of 888.41 feet to a point of curvature of a non-tangent curve concave Easterly having a radius of 2897.79 feet, with a chord bearing of South 05°44'02" West, and a chord distance of 1705.15 feet, said point also being on the Westerly right of way line of County Road 545, per Florida Department of Transportation Map Section 75110, thence run Southerly along the arc of said curve, and said Westerly right of way line, through a central angle of 34°13'15" for an arc distance of 1730.76 feet to a point of tangency; thence run South 11°22'36" East, along said Westerly right of way line, for a distance of 467.16 feet to a point on the South line of the Northwest quarter of Section 17, Township 24 South, Range 27 East, Orange County, Florida; thence run South 89°57'03" West, along said South line, a distance of 858.78 feet to the POINT OF BEGINNING.

Containing 69.63 acres, more or less.

BEGIN FORCEMAIN OVERSIZE

4030' FORCEMAIN

16" FM OVERSIZED TO 20"

12" FM OVERSIZED TO 20"

3304' FORCEMAIN

END FORCEMAIN OVERSIZE

BEGIN WATERMAIN OVERSIZE

16" WM OVERSIZED TO 24"

2075' WATERMAIN

END WATERMAIN OVERSIZE

Oversize Utility Exhibit

# Spring Hill





**EXHIBIT "C"**  
**STANDARD BID FORM AND PAY ITEMS - SPRING HILL OFF-SITE UTILITIES**

<b>"Oversized Utility Work" and "Utility Work"</b>				
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
<b>Oversized Utility Work</b>				
Maintenance Guarantee		LS		
P&P Bond		LS		
24" DIP Water main		LF		
24" Gate Valve		EA		
24" Fire Hydrant Assembly		EA		
Pipe Fittings and Restraints		LS		
Air Release Valve		EA		
Connect to Existing		EA		
Testing and Chlorination		LS		
20" PVC Forcemain		LF		
20" Plug Valve		EA		
Pipe Fittings and Restraints		LS		
Air Release Valve		EA		
Connect to Existing		EA		
Testing		LS		
<b>Oversized Utility Work Total</b>				
<b>Utility Work</b>				
Maintenance Guarantee		LS		
16" DIP Watermain		LF		
16" Gate Valve		EA		
16" Fire Hydrant Assembly		EA		
Pipe Fittings and Restraints		LS		
Air Release Valve		EA		
Connect to Existing		EA		
Testing and Chlorination		LS		
16" PVC Forcemain		LF		
16" Plug Valve		EA		
16" Pipe Fittings and Restraints		LS		
Air Release Valve		EA		
12" PVC Forcemain		LF		
12" Plug Valve		EA		
12" Pipe Fittings and Restraints		LS		
Air Release Valve		EA		
Connect to Existing		EA		
Testing		LS		
<b>Utility Work Total</b>				
<b>Oversized Utility Work Total</b>				
<b>Utility Work Total</b>				
<b>"Oversizing Cost"</b>				