



Interoffice Memorandum

December 1, 2014

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
DEC 16 2014 KH/BS

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

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

A handwritten signature in black ink, appearing to read "R. Hanson", is written over the "FROM:" line.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
December 16, 2014 BCC Meeting
First Amendment to Utility Line Construction Reimbursement
Agreement for Village F and Village H Offsite Utility Improvements
Contact Person: Andres Salcedo, P. E., Manager
Utilities Engineering Division
407-254-9719**

The developer, D.R. Horton, Inc., and Orange County entered into the Utility Line Construction Reimbursement Agreement for Village F and Village H Offsite Utility Improvements on October 22, 2013, pursuant to which Orange County agreed to pay the developer for the satisfactory installation of certain utility work necessary for Orange County's distribution of water and wastewater services for the developer's property.

This first amendment to the agreement permits the developer to submit, and the County to accept, a maintenance bond as a form of maintenance guarantee for the utility work.

Orange County Attorney's Office staff has reviewed the first amendment and finds it acceptable. Utilities Department staff recommends approval.

Action Requested: Approval of First Amendment to Utility Line Construction Reimbursement Agreement for Village F and Village H Offsite Utility Improvements by and between Orange County, Florida and D.R. Horton, Inc. for the acceptance of a maintenance bond as a form of maintenance guarantee for the utility work.

District 1.

**FIRST AMENDMENT
TO
UTILITY LINE CONSTRUCTION REIMBURSEMENT
AGREEMENT FOR VILLAGE F AND VILLAGE H
OFFSITE UTILITY IMPROVEMENTS**

THIS FIRST AMENDMENT TO THE UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT FOR VILLAGE F AND VILLAGE H OFFSITE UTILITY IMPROVEMENTS (the “First Amendment”) is made and entered into as of the date of last execution below, by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (“County”), and D.R. Horton, Inc., a Delaware corporation (the “Developer”), whose address is 6200 Lee Vista Boulevard, Suite 400, Orlando, Florida 32822. Hereinafter, the County and the Developer may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, on or about October 22, 2013, the County and Developer entered into that certain Utility Line Construction Reimbursement Agreement for Village F and Village H Offsite Utility Improvements (the “Reimbursement Agreement”) pursuant to which the County agreed to pay the Developer for the satisfactory installation of certain utility work necessary for the County’s distribution of water and wastewater services for the Developer’s property (hereinafter the “Utility Work”); and

WHEREAS, as part of the Reimbursement Agreement, the Developer is required to provide to the County a maintenance guarantee in the form of a letter of credit or cash escrow in favor of the County; and

WHEREAS, the Parties agree to amend the Reimbursement Agreement to permit the Developer to submit, and the County to accept, a maintenance bond as a form of maintenance guarantee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the County and Developer hereby agree as follows:

SECTION 1. RECITALS INCORPORATED. The recitals hereof are true and correct, are material provisions of this First Amendment, and are incorporated herein by reference and made a part of this First Amendment.

SECTION 2. MAINTENANCE GUARANTEE. Subsection 8.2, of the Reimbursement Agreement, is amended to read as follows:

“The DEVELOPER shall provide a maintenance guarantee in the form of a letter of credit, maintenance bond, or cash escrow in favor of the COUNTY in an amount equal to ten (10%) percent of the Utility Work Cost. The purpose of the maintenance guarantee is to guarantee the materials, workmanship, structural integrity, functioning and maintenance of the Utility Work. Prior to the COUNTY’s issuance of the certificate of completion for the Utility Work, the DEVELOPER shall deliver to the COUNTY a bill of sale in favor of the COUNTY and a maintenance guarantee as provided herein for the Utility Work, at which time the COUNTY shall be deemed to have accepted the dedication of and the ownership and operational responsibility for the Utility Work.”

SECTION 3. AGREEMENT IN FULL FORCE. Except as expressly modified herein, the Reimbursement Agreement remains intact, unchanged, and in full force and effect. All capitalized words and phrases in this First Amendment have the same meaning given them in the Reimbursement Agreement.

IN WITNESS WHEREOF, the County and the Developer have below caused this First Amendment to be executed in manner and form and by persons and/or officers thereunto duly authorized.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs, Mayor

DATE: 12.16.14

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

By: *Jessica Moore*
for Deputy Clerk



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D.R. HORTON, INC., a Delaware Corporation

By: [Signature]

Its: ASSISTANT SECRETARY

Date: 11/18/14

Witness:

By: [Signature]

Print Name: James Hoffman

Date: 11-18-14

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18th day of November, 2014, by James Cooper, as Assistant Secretary of D.R. Horton, Inc., a Delaware corporation, who is [] personally known to me or [] who has produced _____, as identification.

(NOTARY SEAL)



[Signature]
Signature of Notary Public - State of Florida

Cathleen Jackowski
Print, Type, or Stamp
Commissioned Name of Notary Public

3/28/2018
My Commission Expires