RESOLUTION #15-093R

A RESOLUTION AUTHORIZING THE CHAIRMAN/VICE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE DEVELOPER’S AGREEMENT BETWEEN DEERFIELD LAND CORPORATION, A DELAWARE CORPORATION AND OSCEOLA COUNTY FOR THE CONSTRUCTION AND MOBILITY FEE REIMBURSEMENT OF ORANGE AVENUE.

WHEREAS, Deerfield Land Corporation and the County desire to facilitate the construction of the Orange Avenue between Osceola Parkway and the Orange/Osceola County line and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Osceola County, Florida:

SECTION ONE: That the Chairman/Vice Chairman of the Board of County Commissioners is hereby authorized and directed to execute the “Developer’s Agreement” between the County and Deerfield Land Corporation for the aforementioned project.

A copy of which is attached hereto and incorporated herein by reference.

SECTION TWO: That this Resolution shall take effect immediately upon its adoption.

DONE AND ADOPTED this 19th day of October, 2015.

BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA

By: __________________________
Chairman/Vice Chairman

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: __________________________
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of County Commissioners meeting of: October 19, 2015
ORANGE AVENUE CONSTRUCTION AND MOBILITY FEE REIMBURSEMENT AGREEMENT

THIS AGREEMENT FOR THE RECONSTRUCTION OF ORANGE AVENUE AND THE CONVEYANCE OF CERTAIN REAL PROPERTY (this "Agreement") is made and entered into this 19th day of October, 2015, by and between Osceola County, a political subdivision of the State of Florida (the "County"), and Deerfield Land Corporation, a Delaware corporation ("Deerfield").

RECITALS

WHEREAS, Deerfield is the owner of the real property within Osceola County, Florida, commonly known as Osceola Corporate Center; and

WHEREAS, the Osceola County Board of County Commissioners approved the OCC Planned Development (the "PD"), PD14-00013 on September 15, 2014, and later modified as PD15-00013 on September 4, 2015; and

WHEREAS, Deerfield is willing to facilitate the design, permitting, mitigation and construction of Orange Avenue between Osceola Parkway and the Orange/Osceola County line, as more specifically provided for herein, subject to being reimbursed by the County for all associated costs in the form of mobility fee credits; and

WHEREAS, the Deerfield has committed in the PD to provide certain real property to the County, as enumerated in the Agreement, for which the County has determined that mobility fee credits will be issuable to Deerfield.

WHEREAS, Deerfield and County acknowledge that acquisition of additional right-of-way property ("ROW Property") may be necessary to facilitate the Orange Avenue Improvements.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the parties hereto, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Orange Avenue Improvements. Deerfield shall be responsible for the design, permitting, mitigation and construction of the portion of Orange Avenue which is located between Osceola Parkway and the northern Osceola County line, including all associated stormwater management areas, as approved by the County (the "Orange Avenue Improvements"). Deerfield shall obtain all necessary regulatory approvals required to construct the Orange Avenue Improvements and shall comply with all applicable local, state and federal regulations and requirements, including but not limited to, the PD and the Osceola County Land
Development Code ("Applicable Law"). An estimate of construction costs is set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

**Section 3. Real Property Conveyances; Signalization; Additional Right-of-Way.**

(I) Deerfield shall convey to the County, directly or indirectly, by deed or plat, the following:

A) Three acres of land to be in a location and configuration to be mutually determined by Deerfield and the County immediately south of and adjacent to the land to be used by the Florida Department of Transportation for its SunRail station, to be used for purposes of the future County light-rail line;

B) One acre of land to be in a location and configuration to be mutually determined by Deerfield and the County on the northeast corner of Osceola Parkway and Greenwald Way for purposes of the future County light-rail line;

C) The 55-foot right-of-way to be conveyed by Deerfield to the County for land for the County's future construction of two lanes of Thacker Avenue from Centerview Boulevard to the current terminus of Thacker Avenue south of Osceola Parkway, as described in the PD with associated stormwater retention easement areas;

D) The 130-foot right-of-way (inclusive of the existing right-of-way of Orange Avenue) to be conveyed by Deerfield to the County for land to construct an additional two lanes of Orange Avenue from Osceola Parkway on the south to the county line on the north, as described in the PD with associated stormwater retention easement areas; and

E) 1.141 acres of land forming the future Tupperware Boulevard, the access road to the Tupperware Station SunRail station.

Such conveyed properties shall only be used for the intended purposes stated above, and for no other purpose, unless consented to in writing by Deerfield. No sale of the conveyed properties shall be made by the County without the express written consent of Deerfield. The conveyances shall take place subsequent to the platting of such properties and if relevant, the approval of the Orange Avenue Road Improvements plan, and thereafter as determined by Deerfield.

(II) Deerfield is obligated by that certain Memorandum of Agreement between Deerfield and the State of Florida, Department of Transportation dated effective April 24, 2013 to contribute 50% of the cost of the signalization at Orange Avenue and Tupperware Boulevard.

(III) It may be required to obtain additional right-of-way to complete the Orange Avenue Improvements project. In such case, the following shall apply:

(A) **Exercise of Eminent Domain.** Upon a determination by the County that additional property is required in order to construct the Orange Avenue Improvements, the County
shall adopt a Resolution of Necessity and shall exercise its power of eminent domain to obtain the ROW Property.

(B) **Eminent Domain Counsel.** The County shall retain the services of a law firm ("ED Counsel") to be selected by the County Attorney, to conduct the eminent domain proceedings. Invoices for ED Counsel fees shall be sent directly to, and be paid by, the County, upon approval of such fees by the County. Deerfield acknowledges and agrees that ED Counsel's client relationship shall be with the County, not Deerfield, and that ED Counsel will receive direction and instruction from the County and not Deerfield.

(C) **Transaction Documents.** Deerfield shall obtain and provide legal descriptions, title work, appraisals and surveys dated not more than six months prior to the adoption of any Resolution of Necessity, construction plans, and all other transactional documents as required by Florida law for the acquisition of the needed property by the County through eminent domain.

**Section 4. Reimbursement.** (I) The County agrees that Deerfield shall be entitled to the following mobility fee credits, which shall be personal to Deerfield and may only be used by Deerfield or an assignee of Deerfield:

(A) 100% reimbursement in the form of mobility fee credits based upon the actual cost of designing, permitting, and constructing the Orange Avenue Improvements, and any related costs, including, but not limited to, utility relocations, traffic signalization, striping, mitigation (wetland and species), standard county street lighting and landscaping requirements, sidewalks, stormwater management facilities, transit stops, construction management and inspection, surveying, soils and material testing, soil remediation costs, permitting costs and fees, bonding and insurance costs (collectively, the "Construction Costs"), and all costs, expenses and fees. The estimated amount of the Construction Costs are more particularly set forth in Exhibit "A" attached hereto and by this reference made a part hereof. The parties agree that Exhibit "A" excludes unknown costs that may be necessary to complete construction of the Orange Avenue Improvements, and that Deerfield shall be reimbursed based upon the total amount of all actual improvement costs which are incurred by Deerfield.

(B) 100% reimbursement in the form of mobility fee credits for the appraised value of the land and right-of-way conveyances as set forth in Section 3(I) above as determined by an independent appraiser selected by Deerfield, as well as the costs relating to (i) such conveyances, including but not limited to appraiser fees, legal fees, title insurance premiums, documentation stamp taxes, surveying, permitting, design, mitigation and platting and (ii) in the case of the property identified in Section 3(A) above, the pro-rata costs for the surveying, design, permitting, platting, mitigation and construction of the stormwater retention system for and forming a part of such 3-acre parcel,
which the County may elect to reimburse Deerfield in cash instead of in the form of mobility fees.

(C) Fifty percent of the actual cost of the construction of the signalization described in Section 3(II) above, as well as additional costs relating to such signalization, including but not limited to surveying, permitting, design, mitigation and platting.

(D) 100% of the costs of activities conducted by Deerfield pursuant to Section 3(III).

Section 5. Mobility Fee Credits. The County shall reimburse Deerfield for the Construction Costs through the allocation of mobility fee credits, in the amount of Deerfield’s actual expenditures, as certified in accordance with the requirements herein. The County shall issue the mobility fee credit as provided in Ordinance No. 2015-22, the Osceola County Mobility Fee Ordinance, and any implementing County procedures. The County will also establish a mobility fee account as a means of accounting for all mobility fees which are paid to the County from new development that occurs within the PD and for applying the credits toward the payment of mobility fees. Such mobility fee credits shall be fully transferable and assignable by Deerfield and may be applied to any development in the PD, as hereafter amended.

Section 6. Governing Law/Venue. This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to the validity, interpretation, performance, or enforcement thereof shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. Any legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division. Each of the parties hereto warrants and represents that this Agreement is valid, binding and enforceable against and in accordance with the terms and conditions of Florida Law.

Section 7. Notices. All notices which are required or permitted under this Agreement shall be in writing and 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 below (or such other addresses as provided by the parties by written notice delivered in accordance with this paragraph):

If to Deerfield: Deerfield Land Corporation
Attn: Thomas M. Roehlk
Vice President & Secretary
14901 S. Orange Blossom Trail
Orlando, Florida 32837
Facsimile: (407) 826-4505

If to County: Don Fisher
Section 8. Assignability. The parties hereto acknowledge and agree that Deerfield shall have the right to assign its rights and obligations under this Agreement to any successors in title to all or any part of the Deerfield properties, and shall provide written notice to the County of any assignment. Upon such assignment by Deerfield and written notice thereof to the County, Deerfield shall thereupon be released and discharged from any and all obligations arising under this Agreement.

Section 9. Amendments. No amendment, modification or other changes to this Agreement shall be binding upon the parties, unless in writing and executed by all the parties.

Section 10. Successors and Assigns Bound. Subject to Section 10 above, the rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, including any successor in title to Deerfield properties.

Section 11. Effective Date. This Agreement shall become effective upon the date the last of the parties execute this Agreement (the “Effective Date”).

Section 12. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts together constitute duplicates of the one and same instrument.

Section 13. Recording. The County shall record this Agreement in the Public Records of Osceola County, Florida, at the County’s expense.

Section 14. Approvals. Whenever any review or approval is required by any party, such party agrees that such review or approval will be promptly conducted and concluded. Moreover, each party agrees that it will act reasonably in exercising its review and approval functions hereunder and no approval shall be unreasonably delayed or withheld.

Section 15. Further Assurances. The parties hereto agree to execute any and all further instruments and documents and to take all such actions as may be reasonably required to carry out the terms of this Agreement and the transactions contemplated herein.
Section 16. **Headings.** The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

Section 17. **Time.** Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.

Section 18. ** Entire Agreement.** This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto.

Section 19. **Term.** This Agreement shall be effective as of the date approved by the County and shall remain in effect for five (5) years following the Effective Date (the “Term”); provided, however, that the mobility fee credits issued pursuant to this Agreement shall be valid for five (5) years after their respective dates of issuance.

Section 20. **Force Majeure.** A party is not liable for failure to perform the party’s obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service (“Force Majeure”). No party is entitled to terminate this Agreement. If a party asserts Force Majeure as an excuse for failure to perform the party’s obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in this clause.

Section 21. **Determinations Under Mobility Fee Ordinance.** The following determinations are made under Chapter 17 of the Osceola County Code of Ordinances, effective March 16, 2015 (“Mobility Fee Ordinance”):

(a) by the Osceola County Board of County Commissioners:

(i) the value of the mobility fee credits issued pursuant to Section 3 above are equal to the valuations by DeRango, Best and Associates dated September 16-18, 2015 as set forth in Exhibit B hereto;
(ii) the construction, right-of-way conveyances and cash payments for improvements necessary for Deerfield’s external trips to access the county transportation network are eligible for mobility fee credits; and
(iii) the mobility fee credits issuable hereunder are transferable to other properties now or in the future contained within the Osceola Corporate Center Planned
Development PD15-00013, effective September 4, 2015, or as hereafter amended from time to time.

(b) by the County manager:

(i) the construction and related costs as set forth in Exhibit A to this Agreement is an appropriate substitute for the mobility fee;

(ii) the amounts set forth in Exhibit A, subject to Section 4(I)(A) above, shall be the amount of the mobility fee credit to be issued hereunder for the activities set forth in Section 2 above.

(c) the determinations made in Section 25(a) and (b) above are made in advance of the construction and conveyances in accordance with Section 17-45(a)(4) of the Mobility Fee Ordinance.

Section 22. Effect of Administrative Procedures. Notwithstanding the adoption of any administrative procedures in respect of mobility fees or mobility fee credits by the County after the Effective Date of this Agreement, such procedures which are inconsistent with the provisions of this Agreement shall not be deemed to affect relevant portions of this Agreement, and this Agreement shall control as to such matters.

.23. Entire Agreement.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.


Deerfield understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If Deerfield will act on behalf of the County, as provided under section 119.011(2), Florida Statutes, Deerfield, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service; and

b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided by Florida law; and
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the county.

e) If Deerfield does not comply with a public records request, the County shall enforce the contract provisions in accordance with the Agreement.

Section 25. Independent Contractor.

This Agreement does not create an employee/employer relationship between the parties. It is the parties’ intention that Deerfield, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the County for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers’ compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. Deerfield will retain sole and absolute discretion in the judgment of the manner and means of carrying out Deerfield’s activities and responsibilities hereunder.

Section 26. Applicable Licensing.

Deerfield, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

Section 27. Compliance With All Laws.

Deerfield, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

Section 28. Indemnification.

Deerfield agrees to be liable for any and all damages, losses, and expenses incurred, by the County, caused by the acts and/or omissions of Deerfield, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Deerfield agrees to indemnify, defend
and hold the County harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of Deerfield, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

Section 29. Sovereign Immunity

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

Section 30. Bankruptcy Or Insolvency.

If Deerfield files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of Deerfield shall be appointed in any proceeding brought by or against Deerfield, or if Deerfield shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against Deerfield’s operations of the premises, the County may terminate this Agreement immediately, notwithstanding the notice requirements of Section 7 hereof.

Section 31. Binding Effect.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

Section 32. Severability.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
Section 33.  Waiver.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

Section 34.  Modification.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

Section 35.  Headings.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

Section 36.  Conflict Of Interest.

Deerfield warrants that Deerfield has not employed or retained any company or person, other than a bona fide employee working solely for Deerfield, to solicit or secure this Agreement, and that Deerfield has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the County shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

Section 37.  Employment Eligibility Verification (E-Verify)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, Deerfield must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, Deerfield must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if Deerfield is a state or local government, Deerfield may
choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 38. Joint Authorship.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.


Deerfield is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. Deerfield will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

Section 40. Auditing, Records, And Inspection.

In the performance of this Agreement, Deerfield shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by Deerfield, for a period of three years after termination or completion of the Agreement or until the full County audit is complete, whichever comes first. The County shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The County also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether Deerfield has the ability to fulfill its contractual obligations to the satisfaction of the County. The County has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

Section 41. Project Managers.

The County and Deerfield have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by Deerfield to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the County. If the County or Deerfield replace their current Project Manager with another individual, an
amendment to this agreement shall not be required. The County will notify Deerfield in writing, if the current County Project Manager is replaced by another individual.

A. The County Project Manager's contact information is as follows:

Frank Raymond, Director  
Osceola County Public Works Department  
1 Courthouse Sq, Ste 3100  
Kissimmee, FL 32471  
407-742-3500  
frank.raymond@osceola.org

B. Deerfield Project Manager's contact information is as follows:

Abdul Alkadry, P.E., Project Manager  
Harris Civil Engineers, LLC  
1200 East Hillcrest St. Suite 200  
Orlando, FL 32803  
(407) 428-2652  
abdula@harriscivilengineers.com

Section 42. Public Emergencies.

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a “First Priority” for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the County. Deerfield agrees, to rent/sell/lease all goods and services to the County or governmental entities on a “first priority” basis. The County expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should Deerfield provide the County with products and/or services not under this Agreement, the County expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement on the dates set forth below.

[SIGNATURES ON FOLLOWING PAGES]
ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: [Signature]
   Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of County Commissioners meeting of:

[Signature]
October 19, 2015

Orange Ave Construction and Mobility Fee Reimbursement Agreement
Signed, sealed and delivered in the presence of:

Nerida Montalto

(PRESS)

Susan Coumes Chiono

(PRESS)

DEERFIELD LAND CORPORATION
a Delaware corporation

By: [Signature]

Name: Thomas M. Roehlk

Its: VICE PRESIDENT & SECRETARY

STATE OF FLORIDA   )
ss:
COUNTY OF OSCEOLA   )

The foregoing instrument was acknowledged before me this 19th day of
October, 2015, by Thomas M. Roehlk, Vice President & Secretary of
DEERFIELD LAND CORPORATION, (check one) ☑ who is personally known to me or ☐ who
produced __________________________ as identification.

Susan Coumes Chiono

NOTARY PUBLIC – State of Florida

(PRINT)

My Commission expires: April 19, 2019
Exhibit A  
Detailed Estimate of the Construction Costs Specified in Section 2

Orange Ave Construction Cost Estimate

Harris Civil Engineers

Date: September 16, 2015

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<td>Turbidity Barrier</td>
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<td>Sawcut Existing Pavement</td>
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<td>51,095.60</td>
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**Sub Total** 683,775.60

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<th>Unit Price</th>
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<tr>
<td>Storm</td>
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<td>24&quot; RCP</td>
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**Sub Total** 255,000.00

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<tr>
<td>Heavy Duty Asphalt</td>
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<td>Heavy Duty Limerock</td>
<td>27,598</td>
<td>SY</td>
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<td>Heavy Duty Stabilized</td>
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<td>LS</td>
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<td>200,000.00</td>
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<td>ROW Sidewalk</td>
<td>30,000</td>
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<td>HC Ramps</td>
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<td>EA</td>
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**Sub Total** 1,010,574.00
## Other

<table>
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<th>Description</th>
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<tbody>
<tr>
<td>Traffic Signal - Osceola Pkwy</td>
<td>1</td>
<td>LS</td>
<td>150,000.00</td>
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<tr>
<td>Traffic Signal - Sunrail Entrance</td>
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<td>LS</td>
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<tr>
<td>Traffic Signal - Mary Louis Ln</td>
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<tr>
<td>Landscaping</td>
<td>70,795</td>
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<td>Irrigation</td>
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**Sub Total** 1,225,742.40

## Power/Telecom

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<tr>
<td>Light pole conduits</td>
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<td>Primary power conduits (2-6&quot;)</td>
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<tr>
<td>Telecom conduits (4-4&quot;)</td>
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<td>LS</td>
<td>28.00</td>
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**Sub Total** 305,550.00

- Roadway Design Fee (10% of Roadway Total) 348,327.50
- Traffic Signal Design (Lump Sum) 50,000.00
- Stormwater Construction (Orange Ave Portion) 232,000.00

**Mitigation**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Mitigation for 3.0 Reserve Property</td>
<td>114,000.00</td>
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<tr>
<td>Mitigation for prorated portion of stormwater pond</td>
<td>42,000.00</td>
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**Total Roadway Const Cost including Design Fee** 786,327.50

<table>
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<tr>
<th>Description</th>
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<tr>
<td>Total</td>
<td>4,575,152.50</td>
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<tr>
<td>10% Contingency</td>
<td>457,515.25</td>
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<td>Grand Total</td>
<td>5,032,667.75</td>
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Notes: Insurance, bond, inspection, permitting and contingency not included in grand total.
## Exhibit B
### Appraised Values of Properties Specified in Section 3(I)

<table>
<thead>
<tr>
<th>Parcel ID</th>
<th>Parcel Location</th>
<th>Parcel Use</th>
<th>Highest &amp; Best Use</th>
<th>Larger Parcel: OCC Tract #</th>
<th>OCC Tract Size</th>
<th>Acquisition Parcel Size (Acres)</th>
<th>$/SF</th>
<th>Appraised Value</th>
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<tbody>
<tr>
<td>W. Side Orange Ave North</td>
<td>West side of Orange Avenue from Osceola Parkway to</td>
<td>Orange Avenue Right of Way</td>
<td>Retail</td>
<td>20</td>
<td>23.00</td>
<td>0.863</td>
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<tr>
<td>W. Side Orange Ave South</td>
<td>West side of Orange Avenue from Osceola Parkway to</td>
<td>Orange Avenue Right of Way</td>
<td>Retail/Office</td>
<td>22/23</td>
<td>37.00</td>
<td>1.56</td>
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<td>East Side Orange Ave.</td>
<td>East side of Orange Avenue from Osceola Parkway to</td>
<td>Orange Avenue Right of Way</td>
<td>Mixed Use/Apts</td>
<td>21</td>
<td>29.00</td>
<td>2.036</td>
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<td>$487,800</td>
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<td>Light Rail Site</td>
<td>North side of Osceola Parkway west of rail line*</td>
<td>Light Rail Expansion Site</td>
<td>Mixed Use/Apts</td>
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<td>Drainage Easement</td>
<td>East of Orange Avenue north of Osceola Parkway</td>
<td>Drainage/Retention</td>
<td>Mixed Use/Apts</td>
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<td>29.00</td>
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<td>Right of Way Connection to Light Rail</td>
<td>Mixed Use/Apts</td>
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<td>Light Rail Site</td>
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<td>Future Light Rail Site</td>
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<td>$15.00</td>
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<td>South west quadrant of John Young Parkway and Osceola Parkway</td>
<td>Thacker Avenue ROW Extension</td>
<td>Retail and Multifamily</td>
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<td>20.6</td>
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<td>12.583</td>
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* Assumes Approvals for Land Use.