

Postras East Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900
<http://poitrasedcdd.com/>

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Postras East Community Development District ("District"), scheduled to be held at **4:00 p.m. on Tuesday, February 15, 2022 at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

District Staff, please use the following information to join via the computer or the conference line:

Phone: 1-844-621-3956

Computer: pfmgroup.webex.com

Participant Code: 796 580 192#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the January 18, 2022 Board of Supervisors' Meeting**

Business Matters

2. **Ratification of Amended, Restated and Assigned ROW Acquisition Agreement (West Segment)**
3. **Consideration of OUC Revision Streetlight Agreement for Centerline Segment F (*provided under separate cover*)**
4. **Ratification of Operation and Maintenance Expenditures Paid in January 2022 in an amount totaling \$3,946.31**
5. **Ratification of Requisition Nos. 2020-112 – 2020-121 Paid in January 2022 in an amount totaling \$1,434,034.38**
6. **Recommendation of Work Authorization/Proposed Services (*if applicable*)**
7. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

- A. Staff Reports
 1. District Counsel
 2. District Manager
 3. District Engineer
 4. Construction Supervisor
 5. Landscape Supervisor
 6. Irrigation Supervisor
- B. Supervisor Requests

Adjournment



Postras East Community Development District

**Minutes of the January 18, 2022
Board of Supervisors' Meeting**

**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES**

FIRST ORDER OF BUSINESS

Roll Call to Confirm Quorum

The Board of Supervisors' Meeting for the Poitras East Community Development District was called to order on Tuesday, January 18, 2022, at 4:00 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827.

Present:

Richard Levey	Chairperson
Frank Paris	Assistant Secretary
Brent Schademan	Assistant Secretary

Also, attending:

Jennifer Walden	PFM	(via phone)
Lynne Mullins	PFM	
Tucker Mackie	Kutak Rock	
Jeff Newton	Donald W. McIntosh Associates, Inc.	
Larry Kaufmann	Construction Supervisor & Construction Committee Member	(via phone)
Scott Thacker	District Landscape Supervisor	(via phone)
Matt McDermott	Construction Committee Member	(via phone)

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey asked for any public comments. There were no comments at this time.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
November 16, 2021, Board
Supervisors' Meeting**

Board Members reviewed the minutes from the November 16, 2021, Board of Supervisors' Meeting.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Minutes of the November 16, 2021, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Ratification of Non-Ad Valorem
Assessment Administration
Agreement with Orange County
Property Appraiser**

Ms. Mullins explained this is an annual Agreement that renews every year for the tax roll. It has already been executed by the Chairman and needs to be ratified.

On Motion by Mr. Mr. Schademan, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified the Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser.

FIFTH ORDER OF BUSINESS

Ratification of Promissory Note for Phase 1B Forcemain

Ms. Mackie stated the Board previously approved the acquisition of the Phase 1B Forcemain. While the District has a bond anticipation note that could be drawn down, TDCP has requested that the District refrain from making a cash payment for these improvements at this time and evidence the District's financial obligation through a Promissory Note in the amount of \$356,524.19, which has 0% interest. The Chairman has previously executed this item and it needs to be ratified by the Board.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified the Promissory Note for Phase 1B Forcemain.

SIXTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2020-92 – 2020-98 Paid in November 2021 in an amount totaling \$712,021.36

The Board reviewed Requisitions Nos. 2020-92 – 2020-98 paid in November 2021 in an amount totaling \$712,021.36. Ms. Mullins noted these have been approved and need to be ratified by the Board.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Requisition Nos. 2020-92 – 2020-98 Paid in November 2021 in an amount totaling \$712,021.36.

SEVENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 2020-99 – 2020-111 Paid in December 2021 in an amount totaling \$1,160,435.59

The Board reviewed Requisitions Nos. 2020-99 – 2020-111 paid in December 2021 in an amount totaling \$1,160,435.59. Ms. Mullins noted these have been approved and need to be ratified by the Board.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Requisition Nos. 2020-99 – 2020-111 Paid in December 2021 in an amount totaling \$1,160,435.59.

EIGHTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in November 2021 in an amount totaling \$23,877.87

The Board reviewed Operations and Maintenance expenditures paid in November 2021 in an amount totaling \$23,877.87. Ms. Mullins noted these have been approved and need to be ratified by the Board.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Operations and Maintenance Expenditures Paid in November 2021 in an amount totaling \$23,877.87.

NINTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in December 2021 in an amount totaling \$17,413.74

The Board reviewed Operations and Maintenance expenditures paid in December 2021 in an amount totaling \$17,413.74. Ms. Mullins noted these have been approved and need to be ratified by the Board.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Operations and Maintenance Expenditures Paid in December 2021 in an amount totaling \$17,413.74.

TENTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Mr. Kauffman stated there were no Work Authorizations for this District.

ELEVENTH ORDER OF BUSINESS

Review of District's Financial Position and Budget to Actual YTD

The Board reviewed the District's Financial Statements through December 31, 2021. Ms. Mullins noted that the District has expenses of \$45,000.00 vs. an overall budget of \$361,000.00. So, the District has spent 12.5% of the adopted budget. No action is required by the Board.

TWELFTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Manager – Ms. Mullins noted the next meeting is scheduled for Tuesday, February 15, 2022.

District Engineer – Mr. Newton presented the Construction Contract Status Memorandum (Minutes Exhibit A).

For Master Infrastructure Phase 1A, it is nearing completion. The main item holding it up is getting the traffic signal fully functional.

For Narcoossee/Luminary Traffic Signal, there is a delay with getting the OUC meter set. It is anticipated to be completed by the end of January, and once it is complete, it will need to flash for two weeks before becoming fully operational.

For Master Infrastructure Phase 1B, it is nearing completion and should be done by the end of February.

For Master Infrastructure Phase 1C and Centerline Drive Segment F, the underground utilities are about 80% complete. There has been a delay due to supply chain issues for receiving iron pipe on the site. Core & Main is the supplier to which the District's Purchase Order was issued, and they can't deliver the pipe until April. Jr. Davis, the Contractor, has indicated that Ferguson is able to deliver next month, but it will cost approximately \$170,000.00 more than the Core & Main quote. The Developer has been consulted on the matter and they would like the Board to move forward with the expedited pipe delivery.

For Infrastructure Phase 1D, construction has started on the northern part of the roundabout and the utilities are about 95% complete. There are several Change Orders needed. The first is Change Order No. 5 for an additive amount of \$24,039.07. This is needed because the location of the retaining wall was shifted at the request of the Developer and as a result got taller, which required more materials and construction. This Change Order was time sensitive, and the Chairman executed it outside of a Board meeting. Change Order No. 6 is in an additive amount of \$46,190.00 and an additional 56 days of construction duration related to the construction of the roundabout at Laureate Blvd. for additional Maintenance of Traffic in the Publix parking lot to accommodate truck traffic, as Maintenance of Traffic within the Publix parking lot wasn't included in the original Maintenance of Traffic plan. Change Order No. 7 is in the additive amount of \$22,934.21 for OUC conduit increases. OUC had given their plan, the District went out to bid based on that plan, and then OUC changed that plan by adding and deleting certain conduits. There is an issue relating to a potential deduct for some conduit that should not have been installed. As such, the request is for approval for the District Engineer to authorize Change Order No. 7 in a not-to-exceed amount of \$25,000.00 to give some latitude in negotiating.

For the Off-Site Force Main to Tavistock Lakes Boulevard, the Contractor is supposed to make their connection to the existing forcemain in Narcoossee Road this weekend. They had a previous attempt back in December, but there were some physical issues making the connection due to the MOT plan that had been approved by Orange County. The Contractor has since received approval of a modified MOT plan, which should give them more room in which to work.

For Pearson Avenue Phase 1, the Contractor is nearing completion and the lift station is waiting for OUC power. Additionally, the first lift of asphalt is anticipated to be installed by the end of the month.

For Street A Phase 2, the Chairman signed the contract this afternoon and the District Engineer will work to have the Contractor begin on that road.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the actions of the January 18, 2022, Construction Contract Status Memorandum, which amounts to ratification of Change Order No. 5 in the additive amount of \$24,039.07, approval of Change Order No. 6 in an additive amount of \$46,190.00 with 56 days to be added to the construction duration, authorizing the District Engineer to execute Change Order No. 7 in an amount not-to-exceed \$25,000.00 and authorizing the District Engineer to execute a Change Order to be prepared for expedited pipe delivery at a not-to-exceed amount of \$170,000.00.

Construction Supervisor – No Report

Landscape Supervisor- No Report

Irrigation Supervisor- No Report

THIRTEENTH ORDER OF BUSINESS

**Supervisor Requests &
Adjournment**

There were no Supervisor requests. Dr. Levey requested a motion to adjourn.

On Motion by Mr. Schademan, second by Mr. Paris, with all in favor, the January 18, 2022, Meeting of the Board of Supervisors for the Poitras East Community Development District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

EXHIBIT A



**DONALD W. MCINTOSH
ASSOCIATES, INC.**

MEMORANDUM

DATE: January 18, 2022

TO: Poitras East Community Development District
Board of Supervisors

FROM: Donald W. McIntosh Associates, Inc.
District Engineer

RE: Construction Contract Status

Dear Board Members,

Please accept this correspondence as a current summary of our construction contract status. Listed below by project is a brief summary of recent contract activity.

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

Master Infrastructure Phase 1A – Jr. Davis Construction Company, Inc.

(Note: this construction contract is between TDCP and JDC)

Construction Status: Once the traffic signal is fully functional, the delineators and pavement markings will be modified to result in a fully operational intersection. This is likely to occur in February, at which time final project closeout will commence. We anticipate presenting acquisition of the remaining Phase 1A improvements to the Board in February or March.

Recommended Motion: None

Narcoossee/Luminary Traffic Signal – The New Florida Industrial Electric

Construction Status: A delay in obtaining power for the signal has pushed the date for having a fully functional signal to what we believe will be the end of January.

Change Order (C.O.) Status: None

Recommended Motion: None

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

Master Infrastructure Phase 1B – Jr. Davis Construction Company, Inc.

(Note: this construction contract is between TDCP and JDC)

Construction Status:

The project is substantially complete except for the southern trail, sod behind the curb, 2nd lift of asphalt, and pavement markings. It is anticipated that the final walk with the City of Orlando will take place during the last week of February.

Recommended Motion: None

\\dwmafiles\projects\Proj2017\17170\ENGadmin\C\ec185 Construction Memo 01-18-22.docx



Memorandum

*Re: Poitras East Community Development District
Construction Contract Status*

January 18, 2022

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Master Infrastructure Phase 1C & Centerline Drive Segment F – Jr. Davis Construction Company

Construction Status: Phase 1C – underground utilities are 80% complete and roadway grading and construction continues. Centerline Drive Segment F – rough grading has been completed and box culvert construction is anticipated by mid-February.

Change Order (C.O.) Status: None

Recommended Motion: None

Infrastructure Phase 1D – Jr. Davis Construction Company

Construction Status: Contractor has completed 95% of utilities construction south of the Laureate Boulevard roundabout and has constructed half of the roundabout, including curb, gutter, and asphalt. Contractor has completed the temporary routing of trucks through the Publix parking lot and has commenced construction of the northern half of the roundabout.

Change Order (C.O.) Status: Contractor submitted Change Order Request No. 5 in the additive amount of \$24,039.07 for additional retaining wall height and associated earthwork due to a shift in wall location to provide more space for landscaping. As this Change Order was time critical, it was routed and executed by the Chairman between Board meetings. Contractor submitted Change Order Request No. 6 in the additive amount of \$46,190.00 and an additional 56 days of construction duration for additional Maintenance of Traffic in the Publix parking lot to accommodate truck traffic while Selten Way is closed during roundabout construction. Contractor submitted Change Order No. 7 in the additive amount of \$22,934.21 for OUC Conduit Increases per revised OUC plans.

Recommended Motion: Ratification of previously approved Change Order No. 5 in the additive amount of \$24,039.07, approval of Change Order No. 6 in the additive amount of \$46,190.00 with 56 days to be added to the construction duration, and approval of Change Order No. 7 in the additive amount of \$22,934.21.



Memorandum

*Re: Poitras East Community Development District
Construction Contract Status*

January 18, 2022

Page 3

Off-Site Force Main to Tavistock Lakes Boulevard – JMHC

Construction Status: The Contractor's attempt to connect to the existing force main in Narcoossee Road in December was unsuccessful due to a constrained work area resulting from MOT limitations imposed by Orange County. The effort was halted and the work area restored. Orange County has agreed to a different MOT plan that will provide more work area, and the connection has been rescheduled to take place between 9:00 pm on 1/21/22 and 6:00 am on 1/24/22. The Contractor has indicated that they will be submitting a change order for the additional work related to this connection.

Change Order (C.O.) Status: None

Recommended Motion: None

Street A Phase 1 (aka Pearson Avenue) – Jr. Davis Construction Company

(Note: this construction contract is between TDCP and JDC)

Construction Status: Underground utilities are 100% complete and successfully tested. Roadway base and curb have been installed. The first lift of asphalt is anticipated to be installed by the end of January. All lift station components have been installed and are waiting for the electric meter to be installed. Lift station startup is anticipated in mid-February.

Recommended Motion: None

Street A Phase 2 (aka Pearson Avenue) – Jr. Davis Construction Company

Construction Status: The Construction Contract is being executed by the District and construction commencement is anticipated in February.

Change Order (C.O.) Status: None

Recommended Motion: None

Should there be any questions, please do not hesitate to call.

Thank you.

End of memorandum.

c: Larry Kaufmann
Matt McDermott
Chris Wilson
Dan Young
Tarek Fahmy

**Postras East Community Development District
Master Infrastructure Phase 1D
Change Order Log
Jr. Davis Construction, Inc.**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$ 2,900,282.54			
1	7/19/2021	Material Price Escalations	0	\$ 154,671.13		\$ 3,054,953.67	7/20/2021	7/20/2021	
2	8/16/2021	Rerouting of existing mainline irrigation pipe around the work area	0	\$ 7,651.23		\$ 3,062,604.90	8/17/2021	8/17/2021	
3	10/22/2021	Segmental Block Retaining Wall Add Cost Color	0	\$ 14,898.00		\$ 3,077,502.90	11/16/2021	11/16/2021	
4	10/22/2021	Mainline Irrigation Valve Relocation	0	\$ 9,174.00		\$ 3,086,676.90	11/16/2021	11/16/2021	
5	12/13/2021	Additional Retaining Wall	0	\$ 24,039.07		\$ 3,110,715.97	1/18/2022		
6	12/13/2021	Additional Work Public Parking Lot and MOT Plan Revision	56	\$ 46,190.00		\$ 3,156,905.97	1/18/2022		
7	12/17/2021	OUC Conduit Increases per revised OUC Plans	0	\$ 22,934.21		\$ 3,179,840.18	1/18/2022		

Poitras East Community Development District
CONTRACT CHANGE ORDER

Change Order No. 5

Project: Master Infrastructure Phase 1D

Date 12/13/2021

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Additional Retaining Wall	ADD	\$24,039.07

Net Change Order Amount \$24,039.07

Contract Amount Prior to Change Order \$3,086,676.90

Revised Contract Amount \$3,110,715.97

COMMENTS:

See attached backup.

CEW

Acceptable To:


Jr. Davis Construction Company, Inc.

Date:

12/15/21

Approved By:


Poitras East Community Development District

Date: 12.16.21

Poitras East Master Infrastructure 1D RFCO 06 Additional Retaining Wall SF



JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Mike Heim

Phone: 407-572-5190

Email: Mike.Heim@Jr-Davis.com

Quote To:

Tarek Fahmy, PE

Proposal Date:

11.16.21

Company:

Donald W. McIntosh Associates, Inc.

Date of Plans:

Phone:

407-848-8411

Revision Date:

Email:

tfahmy@dwma.com

Addendums:

As a Result of Wall Moving 4' West- Height was increased and Additional Fill was required

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
109010	Segmental Block Retaning Wall Additional SF	1.00	LS	21,916.07	21,916.07
109020	Additional Embankment	965.00	CY	2.20	2,123.00
GRAND TOTAL					24,039.07

TMF
12/13/21 ✓

NOTES:

Proposal Covers additional cost for Added wall height due to plan revision and associated earthwork

HARDSCAPERS OF CENTRAL FLORIDA

2888 W. Lake Mary Blvd
Lake Mary, FL 32746
407-871-2109
www.hardscaperscfl.com



ADDRESS

JR. Davis Construction
Company
210 Hangar Road
Kissimmee, FL 34741

SHIP TO

JR. Davis Construction
Company
210 Hangar Road
Kissimmee, FL 34741

ESTIMATE # 3582

DATE 05/06/2021

JOB

Poitras East Master Ph1D

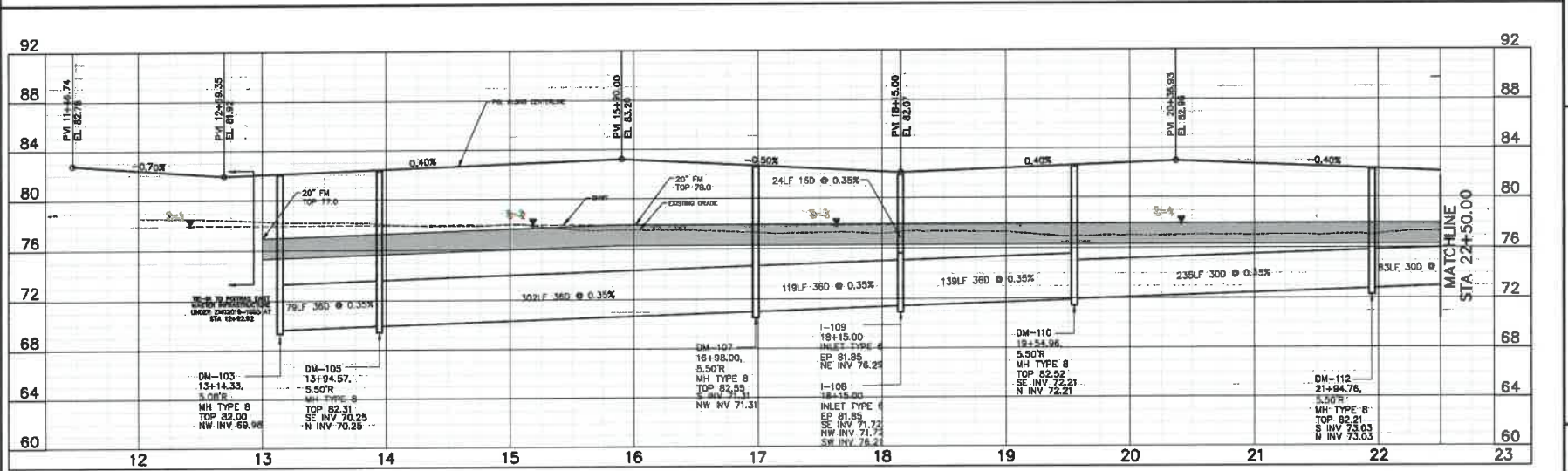
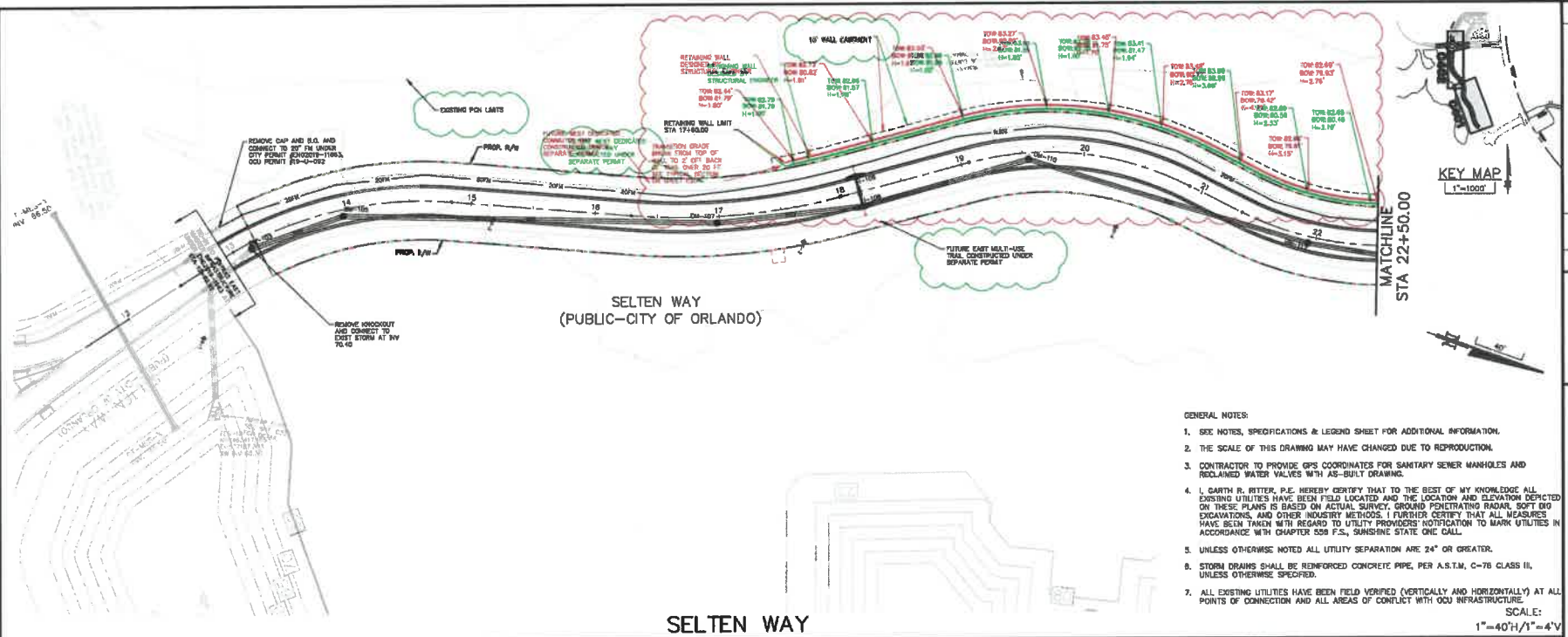
Extras:Engineering	Provide stamped sealed structural drawing for retaining wall - INCLUDES ADDITIONAL COST TO RE-ENGINEER THE WALL FOR NEW MATERIALS AND NEW ELEVATIONS	1	3,000.00	3,000.00
Misc	additional wall materials based on new elevations provided	880	18.95	16,676.00

President - Jarrod Rouse
jarrod@hardscaperscfl.com
c 407-575-2551

Sales Manager - Justin Burske
justin@hardscaperscfl.com
c 407-402-9394

We provide many services including installation of BRICK PAVERS, TRAVERTINE, STONE VENEER, FIRE PITS, OUTDOOR KITCHENS, RETAINING WALLS and MORE!

DONALD W. MCINTOSH ASSOCIATES, INC. RESERVES THE EXCLUSIVE COPYRIGHT AND PROPERTY RIGHTS TO THIS DRAWING WHICH MAY NOT BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR MANNER, NOT EVEN BY ANY PARTY WITHOUT DONALD W. MCINTOSH ASSOCIATES, INC.'S WRITTEN CONSENT.



12 13 14 15 16 17 18 19 20 21 22 23

DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS 17137-PRD-PP 17137-PRD-PP		POITRAS EAST MASTER INFRASTRUCTURE PHASE 1D CITY OF ORLANDO, FLORIDA PLAN & PROFILE STA 12+50.00 TO 24+00.00	
GARTH R. BITTER FLORIDA P.E. NO. 75384 DATE: 11/17/17		JOB NUMBER 17137	
SCALE 1"=40'H/1"=4'V		DATE 11/17/17	
CREATED BY GRR		CHECKED BY DAM	
DRAWN BY DAM		DATE 11/17/17	

Postras East Community Development District

CONTRACT CHANGE ORDER

Change Order No. 6

Project: Master Infrastructure Phase 1D

Date 12/13/2021

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	Additional Work Publix Parking Lot and MOT Plan Revision	ADD	\$46,190.00
1	Add 56 Days	ADD	56 Days

Net Change Order Amount \$46,190.00

Contract Amount Prior to Change Order \$3,110,715.97

Revised Contract Amount \$3,156,905.97

COMMENTS:

See attached backup.

Acceptable To: Jr. Davis Construction Company, Inc. Date: _____

Approved By: Postras East Community Development District Date: _____

Additional Costs for Additional Work Publix Parking lot and MOT Plan Revision



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Mike Heim

Phone: 407-572-5190

Email: Mike.Heim@Jr-Davis.com

Quote To: Tarek Fahmy
Company: Donald W. McIntosh Associates, Inc.
Phone: 407-644-4068
Email: tfahmy@dwma.com

Proposal Date: 11.23.21
Date of Plans: TBD
Revision Date:
Addendums:

Additional Work Publix Parking lot MOT revisions

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
99	Bond	1.00	LS	690.00	690.00
100	Publix Demo	1.00	LS	3,000.00	3,000.00
150	Publix Temporary Truck Pavement	1.00	LS	12,500.00	12,500.00
200	Publix Landscape	1.00	LS	13,000.00	13,000.00
250	Publix MOT	1.00	LS	6,000.00	6,000.00
300	Publix Restoration	1.00	LS	11,000.00	11,000.00
GRAND TOTAL					46,190.00

NOTES:

Work is quoted and will be billed as Lump Sum.

Work quoted within Publix parking lot is limited to the one median islands as depicted on the attached TMC plan sheet markup, any further work required within the lot will be billed as part of a future Change Order.

Proposal assumes CDD will provide a Right of Entry to JDC for Publix Lot Work

JDC understands the above-quoted work will require additional time, which will be determined following City of Orlando approval of revised MOT plans and JDC receipt of Right Of Entry for Publix Lot. As of the date of this correspondence JDC has determined that an additional 56 days of compensable time are warranted thus far. JDC is reserving the right to submit subsequent request for additional time and associated General conditions costs once JDC is able to commence work in the publix parking lot and all time-related items are finalized.

From: Mike Heim <Mike.Heim@jr-davis.com>
Sent: Monday, November 29, 2021 12:14 PM
To: Jeffrey J. Newton; Tarek Fahmy
Cc: Emma Reynolds; Chad Widup; Johnny Bass; James Sprague; David Beyer; Austen Decker; Hudson Larson
Subject: RE: JDC Job 2082 Additional Costs Publix MOT Modifications Proposal
Attachments: JDC Job 2082 Additional Costs Publix MOT Modifications Proposal 11.25.21....pdf; JDC Project 2089 Poitras Master Infrastructure Improvements Phase 1C and....pdf

Categories: Reviewed

Jeffrey/Tarek,

I have attached a copy of our Updated CPM file with a data date of 11/19/21 to represent time impacts associated with the subject Change Order proposal. The schedule is set up to assume that JDC will be able to shift traffic for temporary bypass on January 3, 2022. This would require for JDC to be allowed to start MOT modifications in the Publix parking lot by December 7, 2021. In review of said CPM, we are looking at an impact and delay of 56 days that has been realized by JDC to date, associated with JDC not being granted temporary Easement/ authorization to complete preliminary MOT work in the Publix parking lot. This delay could potentially increase in the event JDC is unable to shift traffic to temporary bypass road any day beyond January 3rd, 2022, due to any further lack of authorization for Publix parking lot work.

For the purposes of further explaining our rationale for pricing to the CDD Board, I would like to also reflect on the changes and considerations made between our last proposal and this current one. Our initial approach for this issue (attached) was \$83,003.79 as compared to our current price of \$46,190.00

We worked with TMC to come up with solutions to reduce Landscape impacts by impacting only one median island rather than two, and absorbed a large portion of MOT costs related to engineering in the spirit of providing the most fair and reasonable costs to the CDD.

In terms of Asphalt and temporary pavement, we were able to reduce costs by approx. 40% by eliminating a smaller median island from impact, through our coordination with TMC.

The line items in the new pricing proposal are lump sums given the production quantities are essentially assumption based for what we will need to perform the work, but are established as follows:

- Bond: Percentage based on JDC bond premium for change Orders
- Publix Demo: This includes lump sum for demo crew for assumed full daily shift, as well as trucking and disposal.
- Publix Temporary Truck Pavement: This cost is for JDC to prepare embankment and subbase after above-listed demo, import and install temporary base, import and install temporary asphalt, and for maintenance where needed for the next approx. four (4 months) of this MOT phase.
- Publix Landscape: This cost is more or less a pass through to JDC's subcontractor, for tree removal/ replacement and irrigation work (preliminary cut and cap and putting back into service at final configuration)
- Publix MOT: This cost is associated with plan engineering plan sheet modification for Publix parking lot, and device rental (drums and Type 3 barricades for protection of parking spaces) for the entire 4 month duration during which this temporary truck route will be in place
- Restoration: This cost is JDC's cost to demolish not only temporary work, (secondary demo comparable to initial \$3000 demo) but also to return the parking lot to existing conditions. This would include another grading effort, topsoil placement prior to tree replacements, curb prep and curb installation, etc.

OLD pricing:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	Publix Demo	1.00	LS	3,310.49	3,310.49
150	Publix Asphalt	1.00	LS	18,759.21	18,759.21
200	Publix Landscape	1.00	LS	22,870.30	22,870.30
250	Publix MOT	1.00	LS	26,046.74	26,046.74
300	Publix Restoration	1.00	LS	12,017.05	12,017.05
GRAND TOTAL					83,003.79

New pricing:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
99	Bond	1.00	LS	690.00	690.00 ✓
100	Publix Demo	1.00	LS	3,000.00	3,000.00 ✓
150	Publix Temporary Truck Pavement	1.00	LS	12,500.00	12,500.00 ✓
200	Publix Landscape	1.00	LS	13,000.00	13,000.00 ✓
250	Publix MOT	1.00	LS	6,000.00	6,000.00 ✓
300	Publix Restoration	1.00	LS	11,000.00	11,000.00 ✓
GRAND TOTAL					46,190.00

We believe the submitted pricing is fair and reasonable with respect to efforts needed to complete the work, and we are confident that the scopes presented above best serve the needs of the CDD while minimizing costs to the CDD and impacts to Publix (southeast centers). TMF
12/13/21

Thanks,

Mike Heim, E.I.
Project Manager



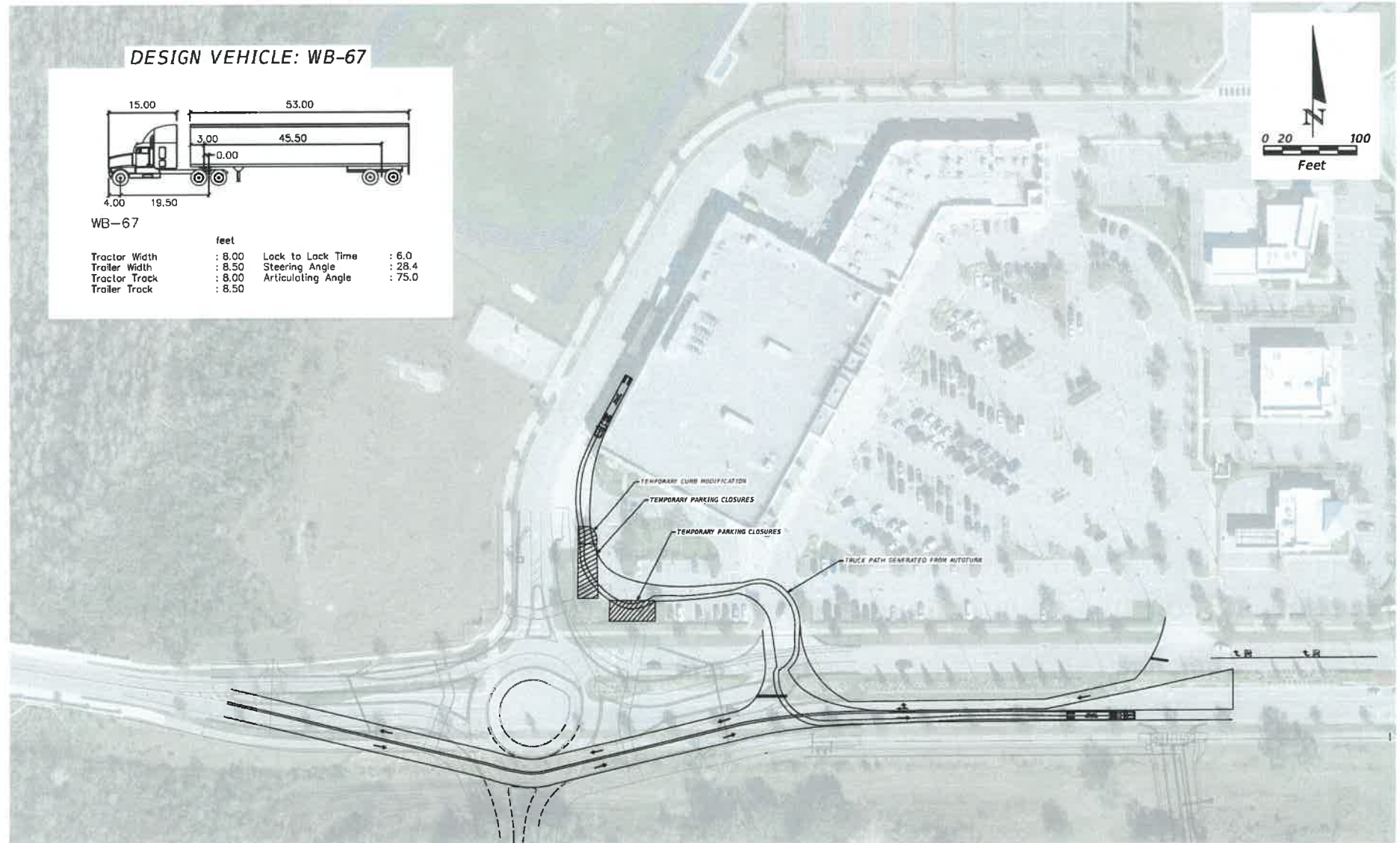
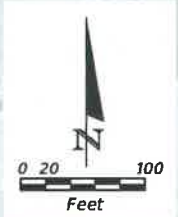
Jr. Davis Construction Company, Inc.
210 Hangar Road
Kissimmee, FL 34741
Phone: 407 870-0066
Cell: 407 572-5190

Mike.Heim@Jr-Davis.com

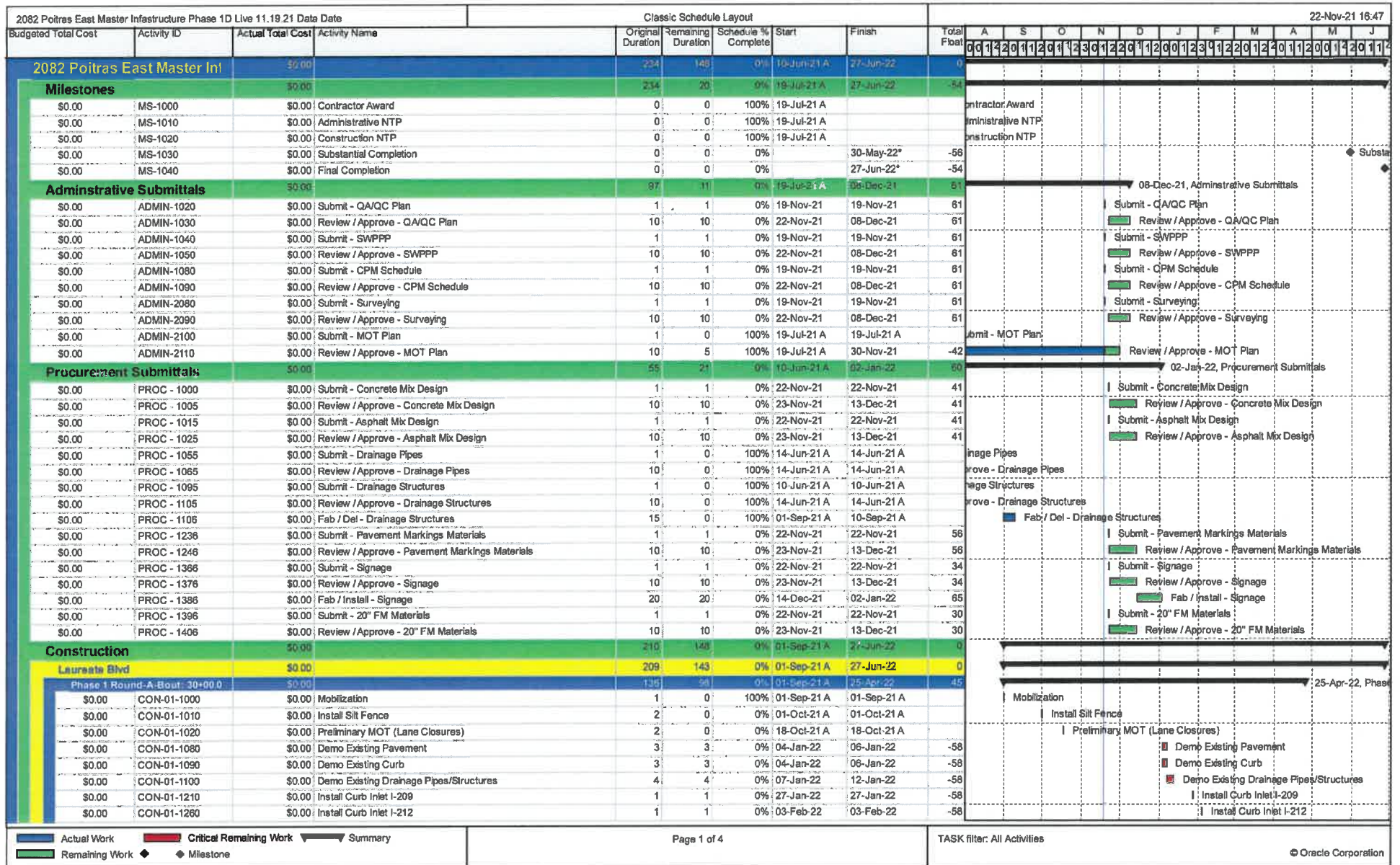
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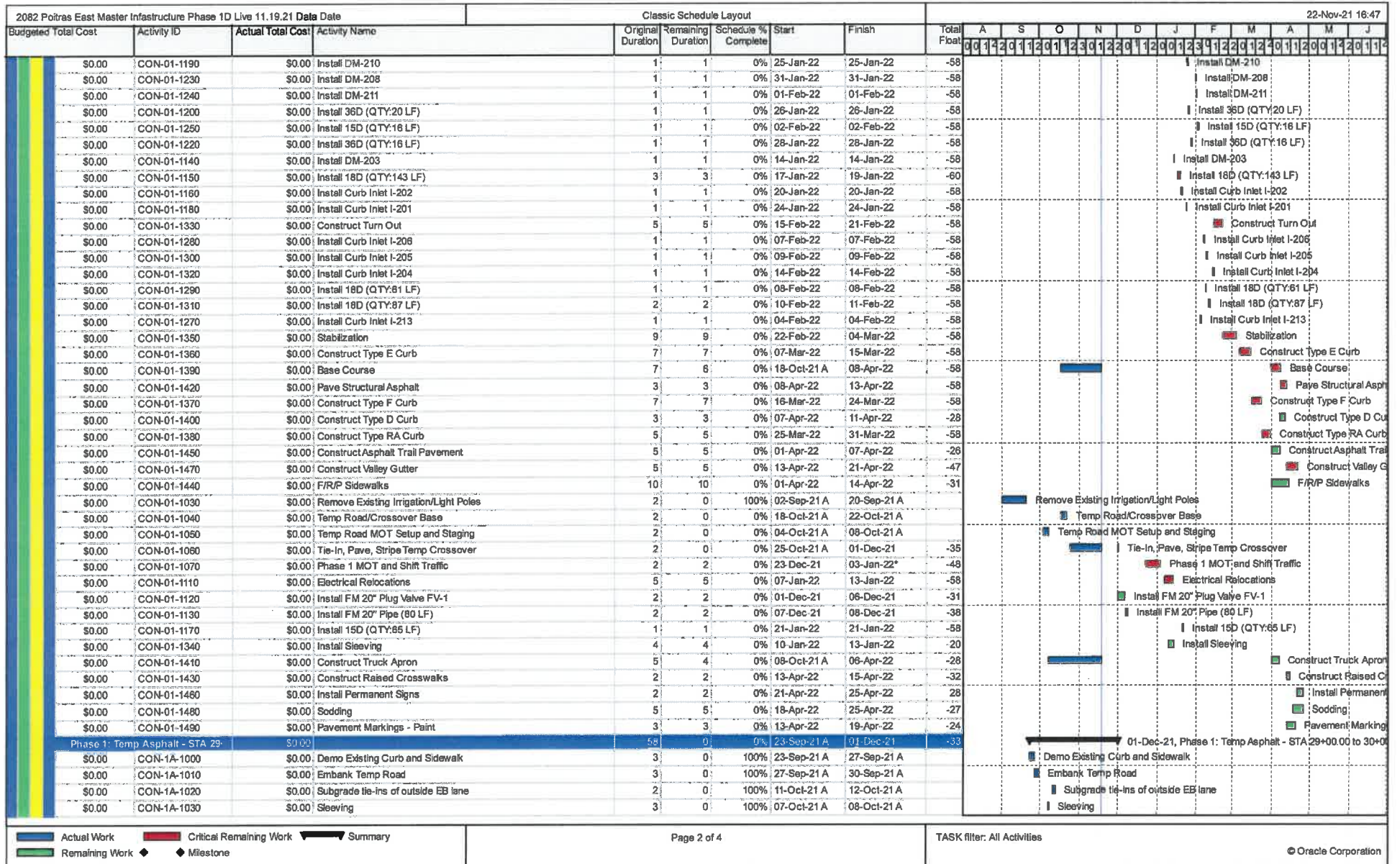
From: Jeffrey J. Newton [mailto:jjnewton@dwma.com]
Sent: Thursday, November 18, 2021 4:40 PM
To: Mike Heim <Mike.Heim@jr-davis.com>; Tarek Fahmy <tfahmy@dwma.com>

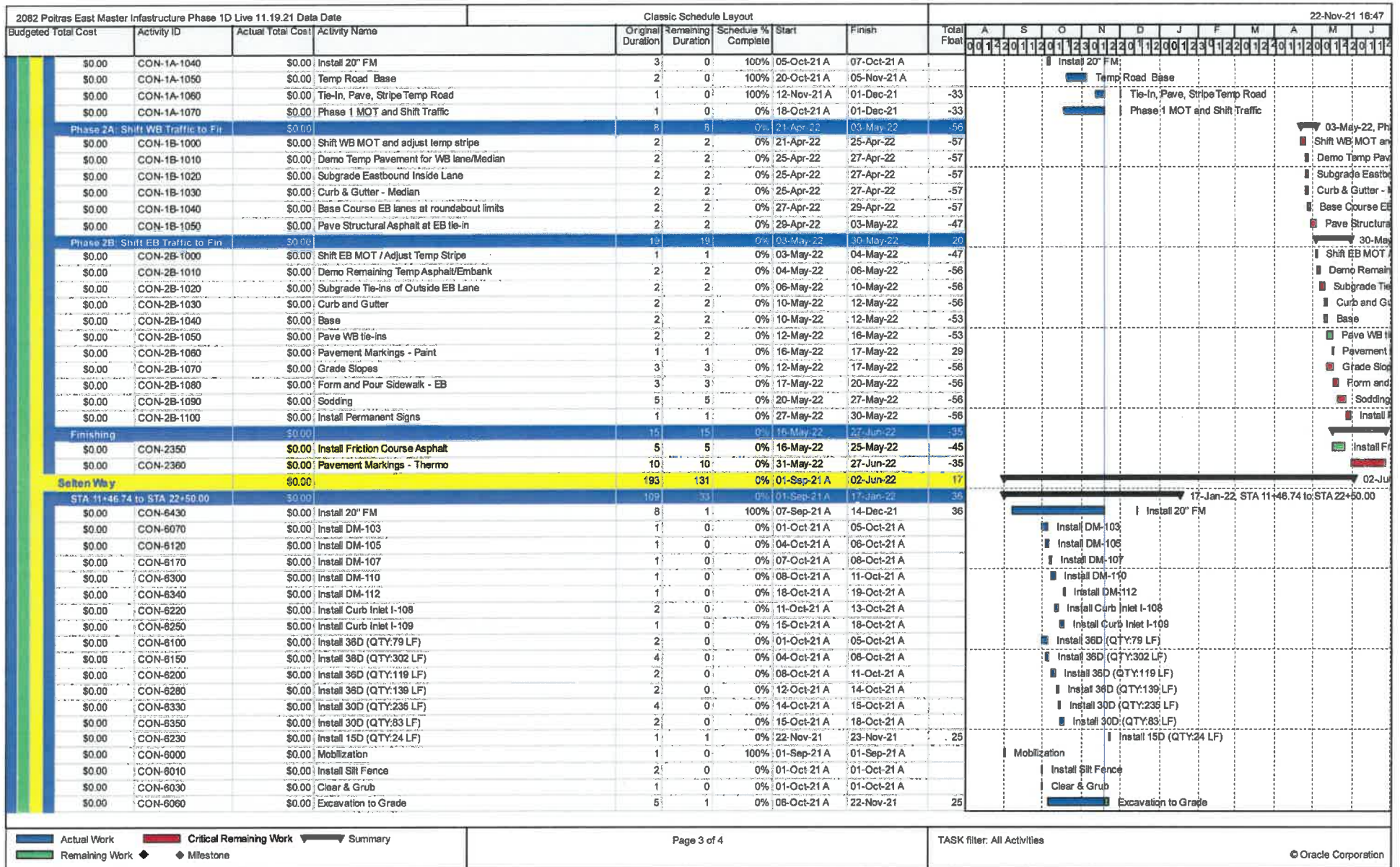
	feet		
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.50	Steering Angle	: 28.4
Tractor Track	: 8.00	Articulating Angle	: 75.0
Trailer Track	: 8.50		

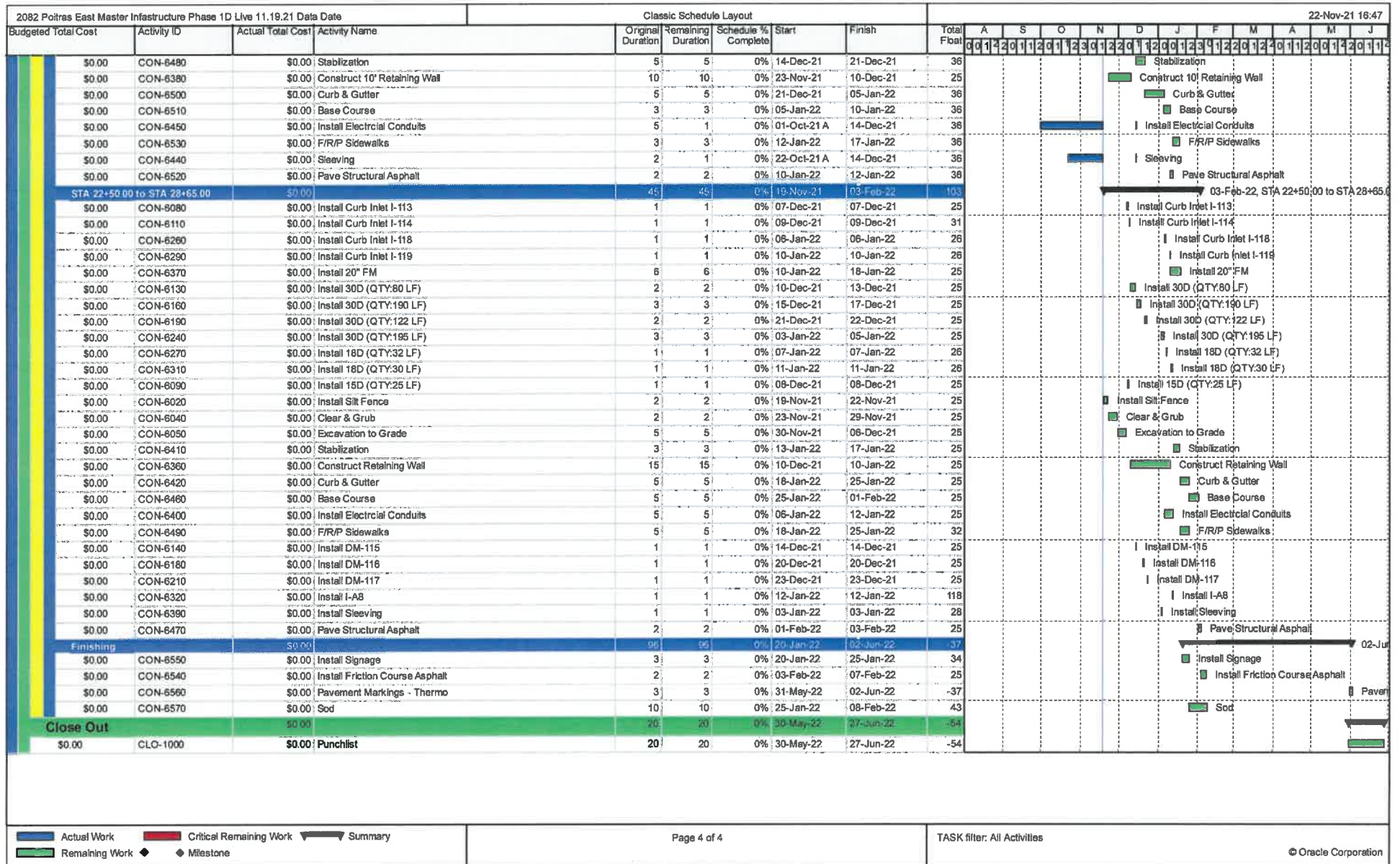


REVISIONS				 <div>TRAFFIC & MOBILITY CONSULTANTS LLC 3101 MAGUIRE BLVD, SUITE 265 ORLANDO, FL 32803 OFFICE: (407) 531-5332 FAX: (407) 531-5331 AYMAN H. AS-SAIDI, P.E. 56849 CERTIFICATE OF AUTHORIZATION NO: 30024</div>		TEMPORARY TRUCK PATH WB-67	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				1









Poitras East Community Development District

CONTRACT CHANGE ORDER

Change Order No. 7

Project: Master Infrastructure Phase 1D

Date 12/17/2021

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: Jr. Davis Construction Company, Inc.

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT + / (-)
1	OUC Conduit Increases per revised OUC plans	ADD	\$22,934.21

Net Change Order Amount \$22,934.21

Contract Amount Prior to Change Order \$3,156,905.97

Revised Contract Amount \$3,179,840.18

COMMENTS:

See attached backup.

Acceptable To: _____ Date: _____
Jr. Davis Construction Company, Inc.

Approved By: _____ Date: _____
Poitras East Community Development District

Postras 1D RFCO 07 OUC Conduit Increases per revised OUC plans



JR. DAVIS CONSTRUCTION

210 Hangar Road

Kissimmee, FL, 34741

Contact: Mike Heim

Phone: 407-572-5190

Email: Mike.Heim@Jr-davis.com

Quote To:

Tarek Fahmy, PE, CGC

Proposal Date:

12.16.21

Company:

DONALD W. MCINTOSH ASSOCIATES, P

Date of Plans:

Phone:

407-644-4068

Revision Date:

Email:

Addendums:

JDC Job 2082

Additional Cost Line Item Increases to OUC Conduit

Per OUC Plan Changes from DWMA Plans

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010	JDC Bond	1.00	LS	340.00	340.00
1020	Construction Layout & As built additional wrk	1.00	LS	672.21	672.21
3010	3" - 2 Way Install Additional Per OUC Plans	1,130.00	LF	12.20	13,786.00
3020	3" - 2 Way materials Additional Per OUC Plans	1,130.00	LF	7.20	8,136.00
GRAND TOTAL					22,934.21

SWITCH, TRANSFORMER, PRIMARY ENCLOSURE PLACEMENT SHALL BE WITHIN A 10FT UTILITY EASEMENT ABUTTING ALL ROAD RIGHTS-OF-WAY APPROX 5FT BEHIND BEHIND SIDEWALKS.

TRANSFORMER CONCRETE PADS SHALL BE INSTALLED WITH BOTTOM OF PADS SITTING AT FINAL DIRT GRADE.

ALL CONDUIT SHALL BE GRAY, ELECTRIC-GRADE, SCH40 PVC OR BETTER. HEATING OF ANY CONDUIT IS NOT PERMITTED FOR ANY REASON!

ALL CONDUIT SECTIONS SHALL HAVE CHAMFERED EDGES (5 DEGREES) ON THE INSIDE LIP OF THE NON-BELL ENDS PER OUC SPECS.

ALL CONDUIT IN PAD WINDOWS OR JUNCTION BOXES SHALL HAVE ENDS TAPED TO KEEP MUD/DIRT OUT OF CONDUIT.

ALL CONDUIT SHALL BE INSTALLED A MINIMUM OF 36" BELOW FINAL GRADE.

WARNING TAPE SHALL BE INSTALLED 18" BELOW FINAL GRADE.

ALL PRIMARY CONDUIT SHALL HAVE GALVANIZED SWEEPS. ALL SECONDARY CONDUIT SHALL HAVE PVC SWEEPS UNLESS CONDUIT RUN IS IS OVER 125FT. GALVANIZED SWEEPS SHALL BE INSTALLED IN THOSE SITUATIONS.

SWEEPS SHALL MEET THE FOLLOWING MINIMUM RADIUS SPECS:

- 6" PRIMARY - 36" RADIUS
- 3" PRIMARY - 24" RADIUS
- 3" SECONDARY - 18" RADIUS
- 2" SECONDARY - 12" RADIUS

A 200# POLY PULLING STRING SHALL BE INSTALLED IN ALL CONDUIT.

DEVELOPER/CONTRACTOR SHALL INSTALL 2FT OF SOD AROUND ALL CONCRETE PADS TO HELP ELIMINATE WASH-OUT.

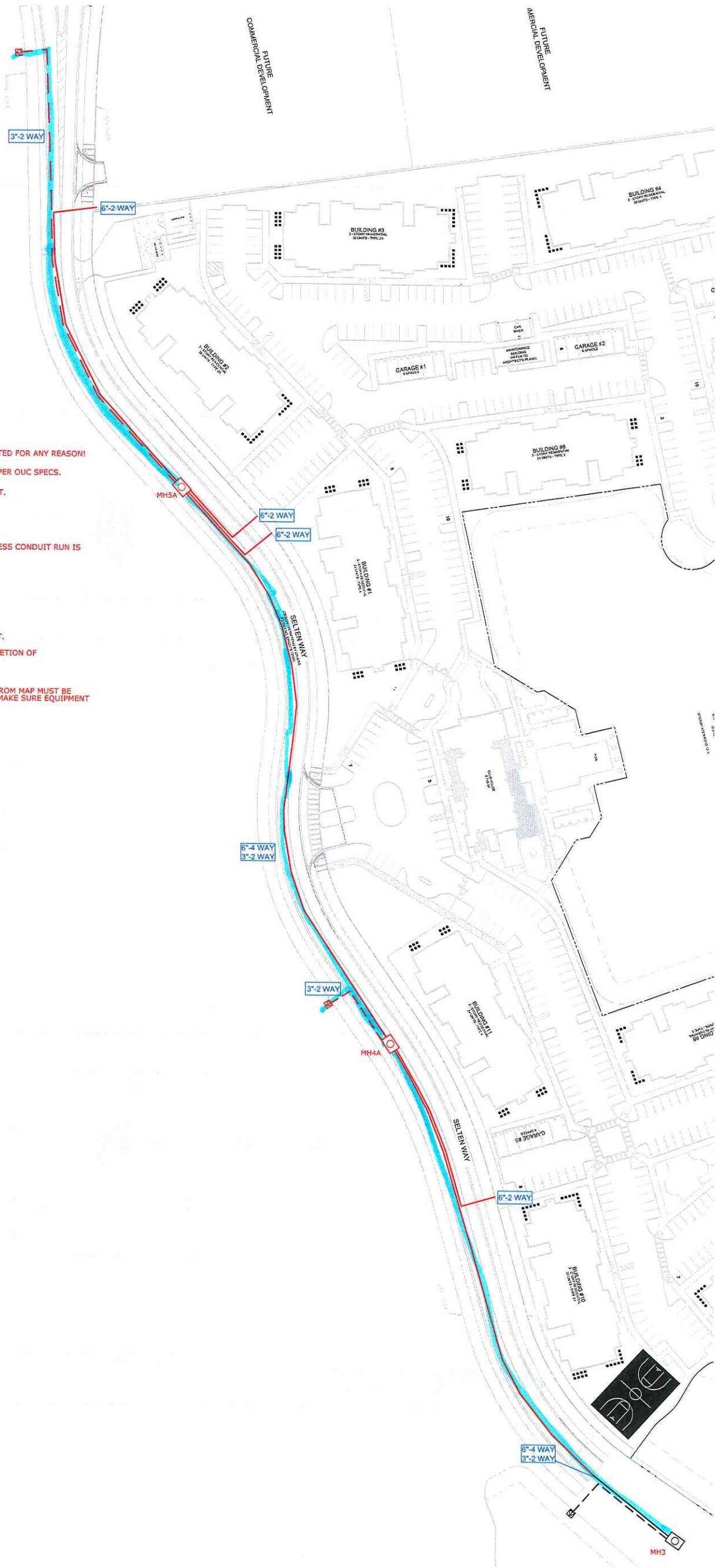
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ouc inspector: SCOTT PUGH (407-434-4147)

ALL LOCATIONS ARE APPROX AND SUBJECT TO CHANGE BY THE OUC ENGINEER. ANY RE-LOCATION OF EQUIPMENT FROM MAP MUST BE APPROVED BY OUC. OUC EQUIPMENT IS NOT DRAWN TO SCALE, IT IS THE RESPONSIBILITY OF THE DEVELOPER TO MAKE SURE EQUIPMENT IS INSTALLED WITHIN PROVIDED UTILITY EASEMENT.

ouc engineer: MIKE GALLOWAY (407-434-4148)

— INSTALL 6" CONDUIT PER SPECS
- - - INSTALL 3" CONDUIT PER SPECS
Ⓜ INSTALL SINGLE PHASE TRANSFORMER PAD



DONALD W. MCINTOSH ASSOCIATES, INC. RESERVES THE EXCLUSIVE COPYRIGHT AND PROPERTY RIGHTS TO THIS DRAWING WHICH MAY NOT BE REPRODUCED, CHANGED, OR COPIED IN ANY FORM OR MANNER, NOR CAN IT BE ASSIGNED TO ANY PARTY WITHOUT DONALD W. MCINTOSH ASSOCIATES, INC.'S WRITTEN CONSENT.

- LEGEND**
- SWITCH #1 SWITCH GEAR PAD
6'-10" X 4'-10"
- EXISTING MH OUC CONDUIT MANHOLE DESIGNATION
180
- EXISTING 6"-8 WAY 1-4/OCU GROUND OUC DUCTBANK WITH SIZE
- T-# 1 40"x40"(SINGLE PHASE) TRANSFORMER PAD (T-801) COORDINATE POINT CENTER OF PAD. SEE DATA THIS SHEET.
- PB1 X PULL BOX WITH COORDINATE POINT (CENTERED ON BOX). SEE DATA THIS SHEET.

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6"-4WAY-P 6"-4WAY PRIMARY CONDUIT
6"-2WAY-P 6"-2WAY PRIMARY CONDUIT
2"-2WAY-P 2"-2WAY PRIMARY CONDUIT
3"-1WAY-S 3"-1WAY SECONDARY CONDUIT

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- T-800 3"-1 WAY SERVICE (NOTED ON PLAN)
T-803 2"-1 WAY SERVICE (TYPICAL)
SJB 3"-1 WAY SERVICE (NOTED ON PLAN)
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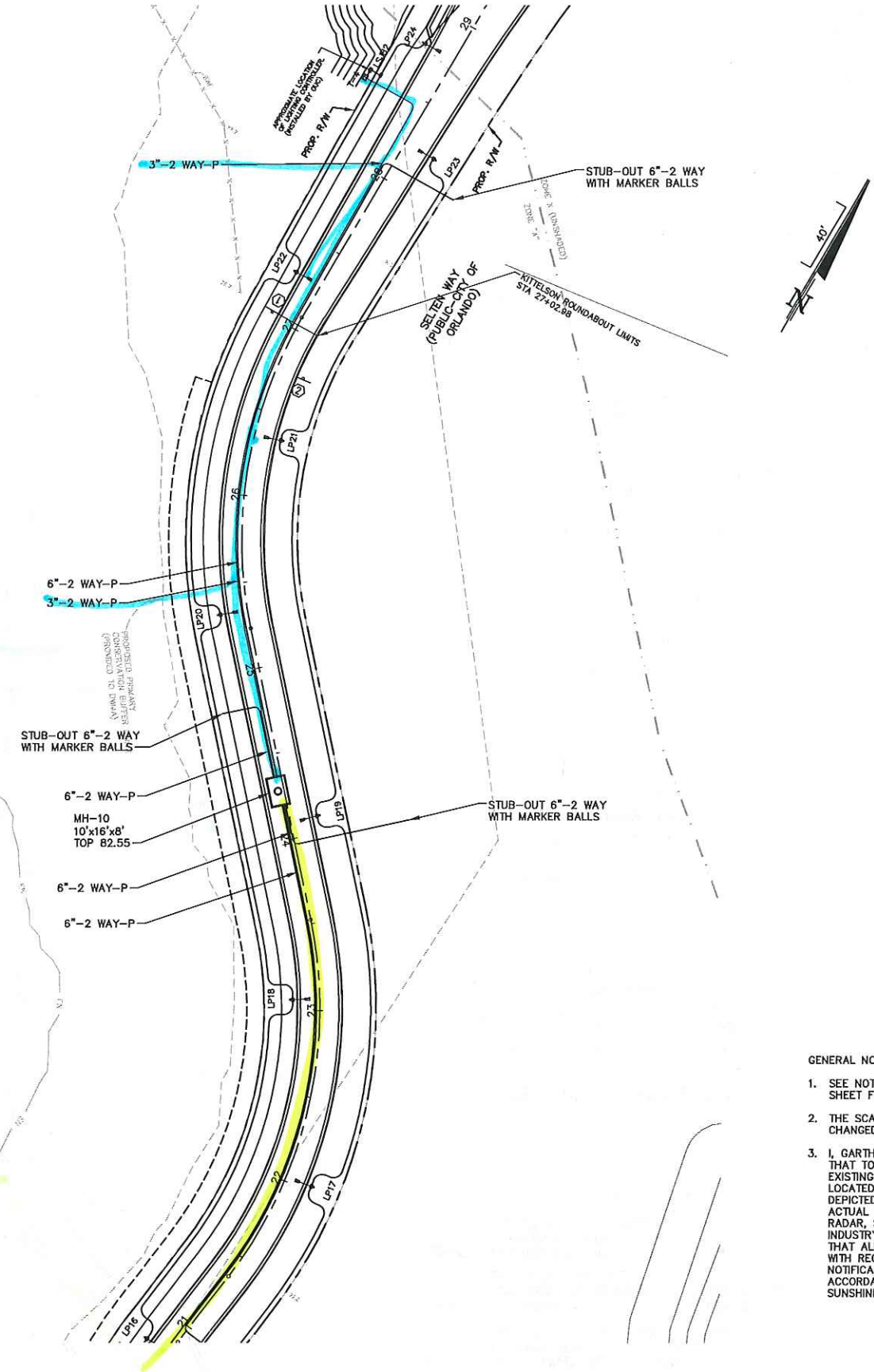
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NOTES

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KEY MAP
1"=1000'



GENERAL NOTES:

- SEE NOTES, SPECIFICATIONS & LEGEND SHEET FOR ADDITIONAL INFORMATION.
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DRAWING 17137-PH1D-OUCCON	SHEET C802	33 OF 49	POITRAS EAST MASTER INFRASTRUCTURE PHASE 1D CITY OF ORLANDO, FLORIDA OUC CONDUIT PLAN	DONALD W. MCINTOSH ASSOCIATES, INC. ENGINEERS 2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068 CERTIFICATE OF AUTHORIZATION NO. 68	DRAWN BY DAM	DESIGNED BY DAM	CHECKED BY GRR	DATE 11/19/19	SCALE 1"=40'	JOB NUMBER 17137	GARTH R. RITTER FLORIDA P.E. No. 79364 DATE:	NO.	1	1/6/20	ADDED SHEET	REVISIONS	CHK.

NOTES

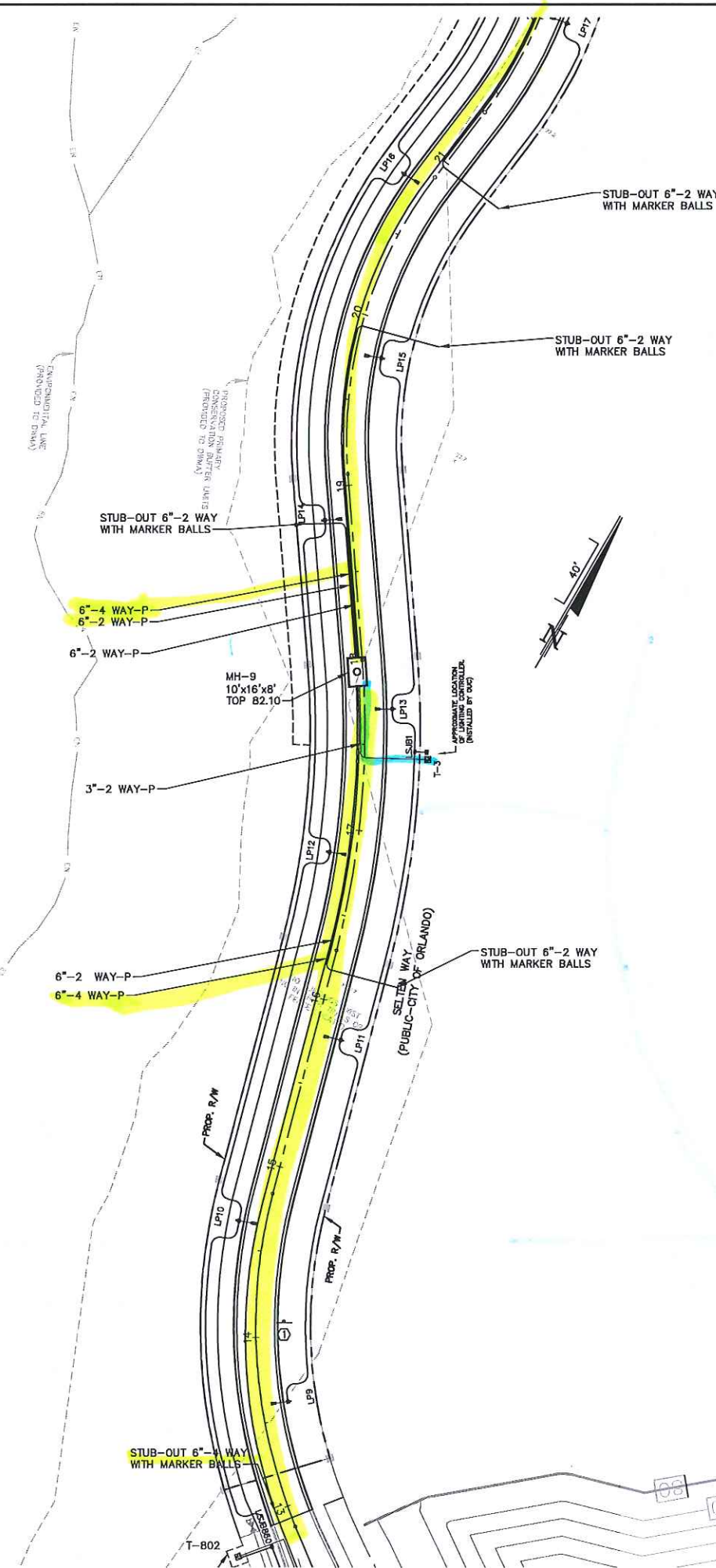
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LIGHTING DATA

POINT TABLE			
POINT #	LIGHT #	NORTHING	EASTING
209	LP9	1463444.228	577043.170
210	LP10	1463519.198	576983.554
211	LP11	1463639.947	576985.209
212	LP12	1463729.894	576992.315
213	LP13	1463821.072	576995.171
214	LP14	1463894.151	576983.800
215	LP15	1463993.193	576787.926
216	LP16	1464091.379	576743.078
217	LP17	1464213.816	576783.365
218	LP18	1464299.497	576717.090
219	LP19	1464398.939	576678.073
220	LP20	1464468.585	576589.400
221	LP21	1464573.402	576551.211
222	LP22	1464660.597	576507.293
223	LP23	1464755.776	576545.065
224	LP24	1464810.454	576506.111
225	LP25	1464923.498	576528.874
226	LP26	1465000.979	576823.088
227	LP27	1465098.067	576548.028
228	LP28	1465026.708	576484.182
401	SB1	1463805.269	576917.630
402	SB2	1464782.156	576493.194
403	SB5	1464921.776	576528.759

ELECTRIC DATA

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
509	1463828.649	576665.442	82.10	MANHOLE 9
510	1464398.817	576650.518	82.55	MANHOLE 10
803	1463805.213	576926.388	83.10	TRANSFORMER 3
804	1464776.607	576485.623	83.40	TRANSFORMER 4



LIGHTING LEGEND

- ▲ LP1 STREET LIGHT POLE & JUNCTION BOX LOCATION WITH COORDINATE POINT (CENTERED ON POLE). SEE DATA THIS SHEET.
- ▣ LSJB1 SECONDARY STREET LIGHT JUNCTION BOX WITH COORDINATE POINT (CENTERED ON BOX). SEE DATA THIS SHEET.
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KEY MAP

1"=1000'

INTERNAL DUCT BANK LEGEND

- 6"-8WAY-P 6"-8WAY PRIMARY CONDUIT
- 6"-6WAY-P 6"-6WAY PRIMARY CONDUIT
- 6"-4WAY-P 6"-4WAY PRIMARY CONDUIT
- 6"-2WAY-P 6"-2WAY PRIMARY CONDUIT
- 2"-2WAY-P 2"-2WAY PRIMARY CONDUIT
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SERVICE SIZE LEGEND

- T-800 3"-1 WAY SERVICE (NOTED ON PLAN)
- T-803 2"-1 WAY SERVICE (TYPICAL)
- SJB 3"-1 WAY SERVICE (NOTED ON PLAN)
- SJB 2"-1 WAY SERVICE (TYPICAL)

LEGEND

- SWITCH #1 SWITCH GEAR PAD 6'-10" X 4'-10"
- EXISTING MH OUC CONDUIT MANHOLE DESIGNATION (180)
- EXISTING 6"-8 WAY 1-4/0CU GROUND OUC DUCTBANK WITH SIZE
- T-# 40"x40"(SINGLE PHASE) TRANSFORMER PAD (T-801) COORDINATE POINT CENTER OF PAD. SEE DATA THIS SHEET.
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DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS
2200 PARK AVENUE NORTH, WINTER PARK, FL 32789 407.644.4068
CERTIFICATE OF AUTHORIZATION NO. 68

POITRAS EAST
MASTER INFRASTRUCTURE PHASE 1D
CITY OF ORLANDO, FLORIDA
OUC CONDUIT PLAN

DRAWING
17137-PH1D-OUCCON

SHEET
C801

32 OF 49

GARTH R. RITTER
FLORIDA P.E. No. 75364
DATE: _____

JOB NUMBER
17137

SCALE
1"=40'

CHECKED BY
GRR

DESIGNED BY
DAM

DATE
11/8/19

CHECKED BY
GRR

DESIGNED BY
DAM

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11/8/19

CHECKED BY
GRR

DESIGNED BY
DAM

April 7, 2021

Mr. James Sprague
Tavistock Development Company
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, FL 32827

RE: Selten Way

Dear Mr. Sprague

This letter is to outline the responsibilities for the electrical service on the above mentioned project. All necessary drawings and specifications are part of this enclosure.

The Orlando Utilities Commission (OUC) shall provide and install the following:

1. All primary cables and terminations.
2. 2-50kVA 120/240 transformer
Fault current 23,988 amps

In addition, OUC will supply the donut type current transformers (CTs) and the CT meter bases for residential services greater than 400A and commercial services greater than 200A. The electrical contractor is responsible for installing the CT meter base at a minimum height of 4 feet to a maximum height of 6 feet on building walls or as specified on the meter post specification. All meter bases must have provision to accept an OUC lock or seal. See OUC's "Electric Service and Metering Installation Requirements" guide for more details on-line using the following link:

http://www.ouc.com/docs/development-services-documents/electric_service_metering_install_req.pdf?sfvrsn=2

or

<http://www.ouc.com/> Click on "Business" → "Development services" → "Forms & Docs. Under "Development Forms & Documents" then click on OUC Electric Metering Installation Requirements

The owner/contractor shall provide and install the following:

1. Concrete pads for the switches and transformers according to the attached specifications. All landscaping shall be coordinated with the installation of OUC facilities. Proper clearances and elevations are to be maintained for truck access at all times.

2. 6"-inch and 3"-inch conduit runs for primary cable. Conduit runs shall be gray Schedule 40 Electrical Grade PVC or better, buried to a minimum depth of 36 inches below final grade. Galvanized rigid steel conduit shall be used on all primary sweeps and bends.

Galvanized rigid steel sweeps shall meet the following minimum radius specification

6" Primary – 36" Radius

3" Primary-18" Radius

Long radius elbows/sweeps shall be used on all conduit runs. An electrical warning tape shall be installed 18 inches above the buried conduit. A 200# polyolefin pulling string shall be installed in each conduit. Tape the string around the conduit stub. A coupling at one end is required. The end without the coupling must have the inside lip edge chamfered 5 degrees to remove any sharpness from the edges. All conduit ends must be duct-taped in order to keep mud/dirt out of the conduit system. Heating the conduit to form bends is not allowed. After the primary conduit is installed, the owner/contractor must provide test holes every 100 feet and at every sweep and ell for inspection by OUC's inspector (Scott Pugh 407-434-4147). Contact the OUC Inspector 48 hours before the inspection is needed in order to schedule the inspection. The primary cable will not be installed until the conduit is inspected for compliance with OUC specifications. The developer is responsible to maintain proper cover over the conduit system and will pay for all costs involved in relocating the conduit and cable if the proper cover is not maintained.

3. Two 6'x15' manholes according to the attached specification

Conduit reducers shall be required when using existing holes in a manhole/pull box that are larger than the conduit to be installed.

Contact the OUC Electrical Engineer prior to entering manhole/pullbox. The Contractor is required to have a "standby" person from OUC present while performing work in pullboxes or manholes. OUC standbys can be scheduled with 48 hours advanced notice by calling 407-434-4111.

When entering the manholes or pullboxes, the contractor shall supply the following:

- 1 OSHA approved retrieval device.
2. Pump
3. Blower
4. Gas Detector
5. Ladder

Contractor shall not undermine OUC's transformer pads once OUC equipment has been installed without prior consent from engineer as well as the presence of an OUC stand-by. If this occurs and causes OUC's equipment to be in non-compliance with our standards, the contractor shall pay OUC to make repairs to our equipment. Owner/contractor shall be

responsible for any damage to OUC equipment, from the start of the project until the project is completed, including damage caused by the owner's/contractor's sub-contractor.

In order to successfully coordinate the installation of these facilities, the owner/contractor shall contact the Engineering Division prior to starting the project. Upon receipt of this letter, any changes made to the design could cause a delay in the service to the customer.

A standard 12-foot wide electric utility easement will be prepared by our legal department. Please provide the most current deed, including the legal description and submit back to the legal department. It will take approximately eight weeks to complete the title search and have the easement documents prepared for signatures. For questions regarding the easement documents email rowrequests@ouc.com. All OUC facilities shall be located on this electric utility easement. Construction of permanent electric service will not be scheduled until the properly executed easement document is returned.

Inspection by OUC does not release the owner/contractor from any required responsibilities stated in this letter. Inspection is only for the customer's convenience by allowing OUC to detect possible errors and inform the owner/developer of these errors. The owner/developer will pay for any necessary changes due to non-compliance with the requirements specified in this letter. Hopefully, the benefits of this will be a savings to the customer and aid in expediting the project.

After all fees, inspections, and easements have been completed, allow approximately eight weeks for OUC construction crews to be scheduled to start the installation of transformers, primary cable, and other equipment required for your project.

To obtain electrical service (meter installation) the owner/lessee must make application for service with the OUC Customer Service department. In addition, the final electrical inspection clearance must also be called in to OUC's Service Department by the governing agency. After the application for service and final electrical inspection have been received, the meter will typically be set within 5-7 business days. Application for service can be made by contacting the OUC Customer Service department at (407) 423-9018.

If there are any further questions, please do not hesitate to contact this office.

Respectfully,

Mike Galloway
Senior Engineering Associate
(407) 384-4148, 407-434-4329 (fax)

SWITCH, TRANSFORMER, PRIMARY ENCLOSURE PLACEMENT SHALL BE WITHIN A 10FT UTILITY EASEMENT ABUTTING ALL ROAD RIGHTS-OF-WAY APPROX 5FT BEHIND BEHIND SIDEWALKS.

TRANSFORMER CONCRETE PADS SHALL BE INSTALLED WITH BOTTOM OF PADS SITTING AT FINAL DIRT GRADE.

ALL CONDUIT SHALL BE GRAY, ELECTRIC-GRADE, SCH40 PVC OR BETTER. HEATING OF ANY CONDUIT IS NOT PERMITTED FOR ANY REASON!

ALL CONDUIT SECTIONS SHALL HAVE CHAMFERED EDGES (5 DEGREES) ON THE INSIDE LIP OF THE NON-BELL ENDS PER OUC SPECS.

ALL CONDUIT IN PAD WINDOWS OR JUNCTION BOXES SHALL HAVE ENDS TAPED TO KEEP MUD/DIRT OUT OF CONDUIT.

ALL CONDUIT SHALL BE INSTALLED A MINIMUM OF 36" BELOW FINAL GRADE.

WARNING TAPE SHALL BE INSTALLED 18" BELOW FINAL GRADE.

ALL PRIMARY CONDUIT SHALL HAVE GALVANIZED SWEEPS. ALL SECONDARY CONDUIT SHALL HAVE PVC SWEEPS UNLESS CONDUIT RUN IS OVER 125FT. GALVANIZED SWEEPS SHALL BE INSTALLED IN THOSE SITUATIONS.

SWEEPS SHALL MEET THE FOLLOWING MINIMUM RADIUS SPECS:

- 6" PRIMARY - 36" RADIUS
- 3" PRIMARY - 24" RADIUS
- 3" SECONDARY - 18" RADIUS
- 2" SECONDARY - 12" RADIUS

A 200# POLY PULLING STRING SHALL BE INSTALLED IN ALL CONDUIT.

DEVELOPER/CONTRACTOR SHALL INSTALL 2FT OF SOD AROUND ALL CONCRETE PADS TO HELP ELIMINATE WASH-OUT.

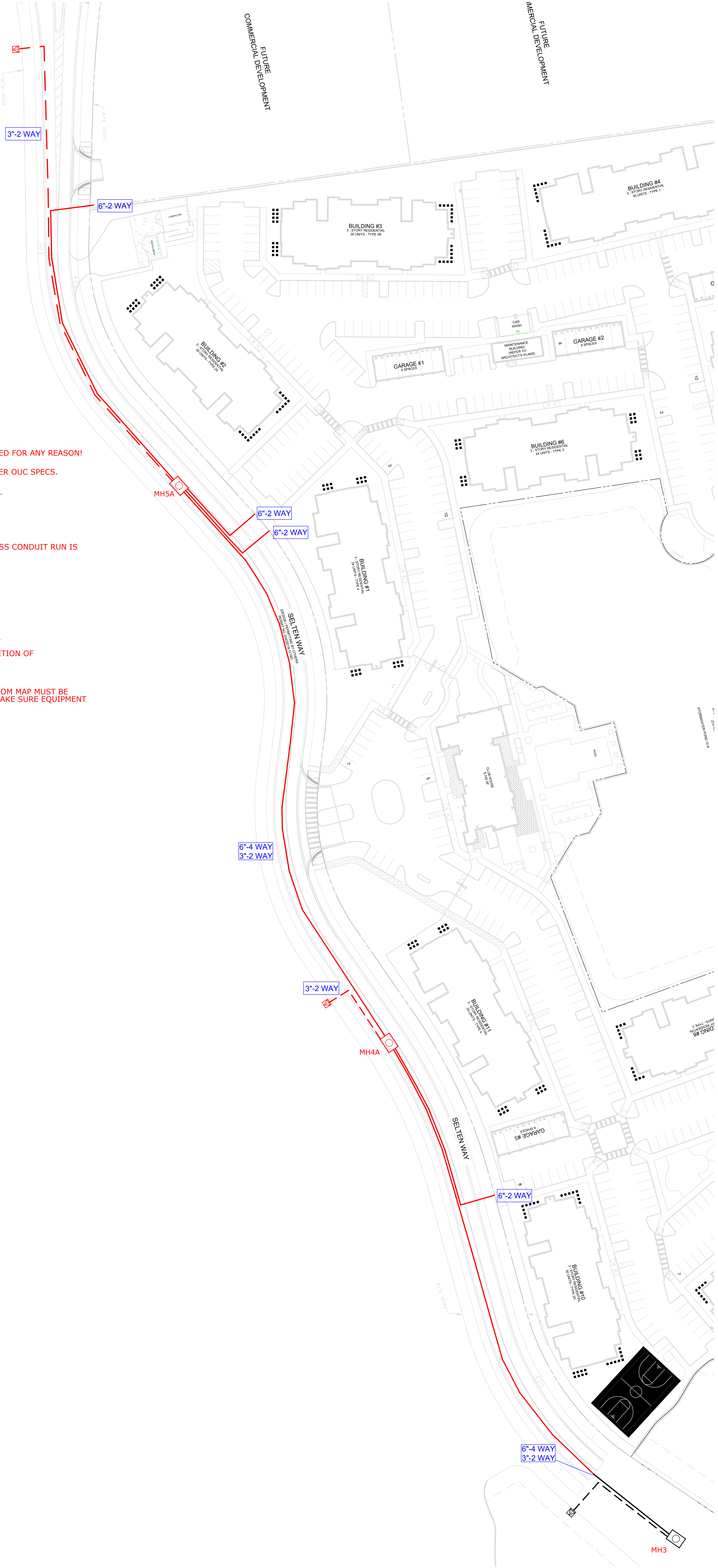
ANY DAMAGE TO CONCRETE PADS, JUNCTION BOXES, PULLBOXES, OR CONDUIT THAT OCCURS PRIOR TO THE COMPLETION OF DEVELOPMENT CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO FIX AT HIS EXPENSE.

OUC INSPECTOR: SCOTT PUGH (407-434-4147)

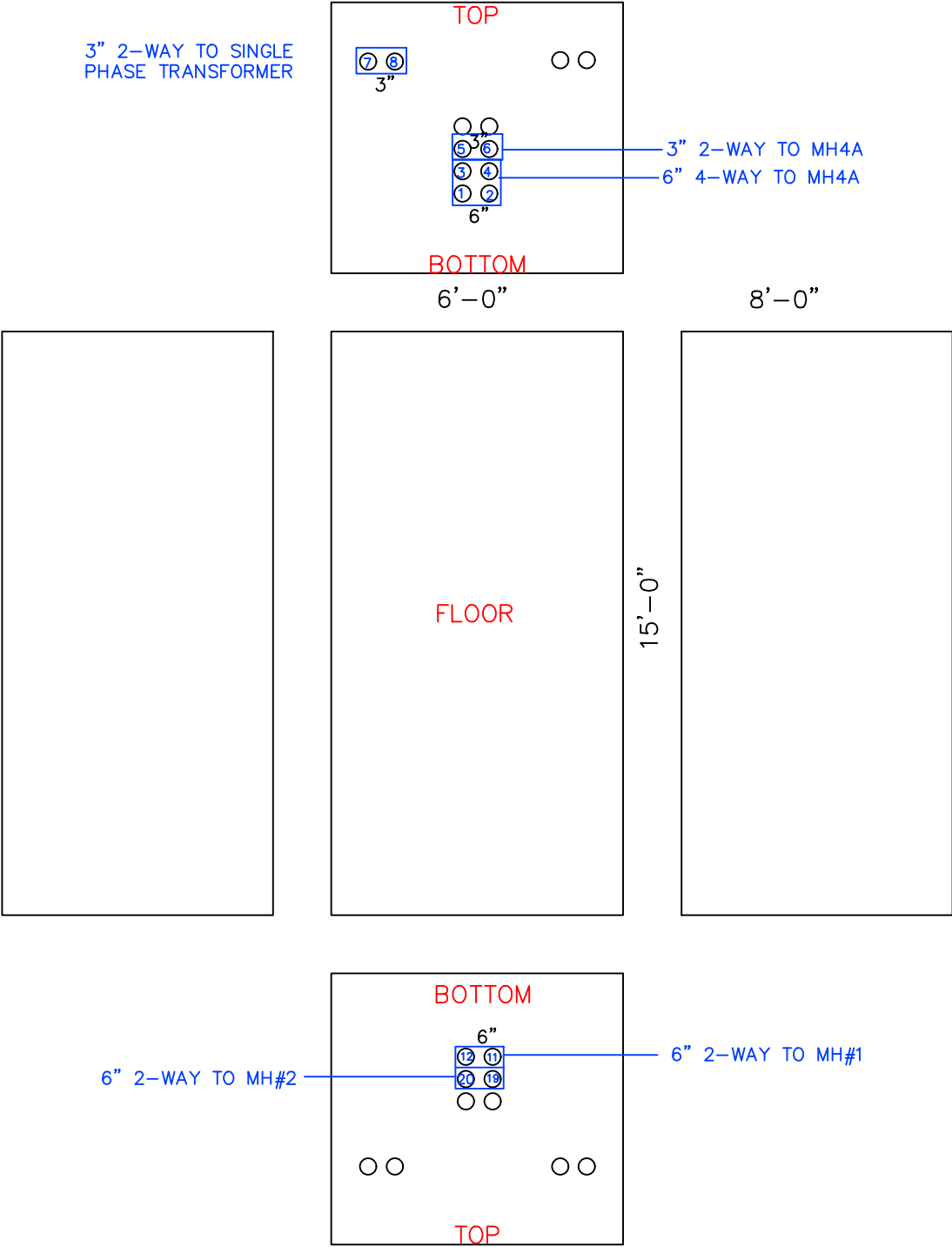
ALL LOCATIONS ARE APPROX AND SUBJECT TO CHANGE BY THE OUC ENGINEER. ANY RE-LOCATION OF EQUIPMENT FROM MAP MUST BE APPROVED BY OUC. OUC EQUIPMENT IS NOT DRAWN TO SCALE, IT IS THE RESPONSIBILITY OF THE DEVELOPER TO MAKE SURE EQUIPMENT IS INSTALLED WITHIN PROVIDED UTILITY EASEMENT.

OUC ENGINEER: MIKE GALLOWAY (407-434-4148)

- INSTALL 6" CONDUIT PER SPECS
- INSTALL 3" CONDUIT PER SPECS
- INSTALL SINGLE PHASE TRANSFORMER PAD



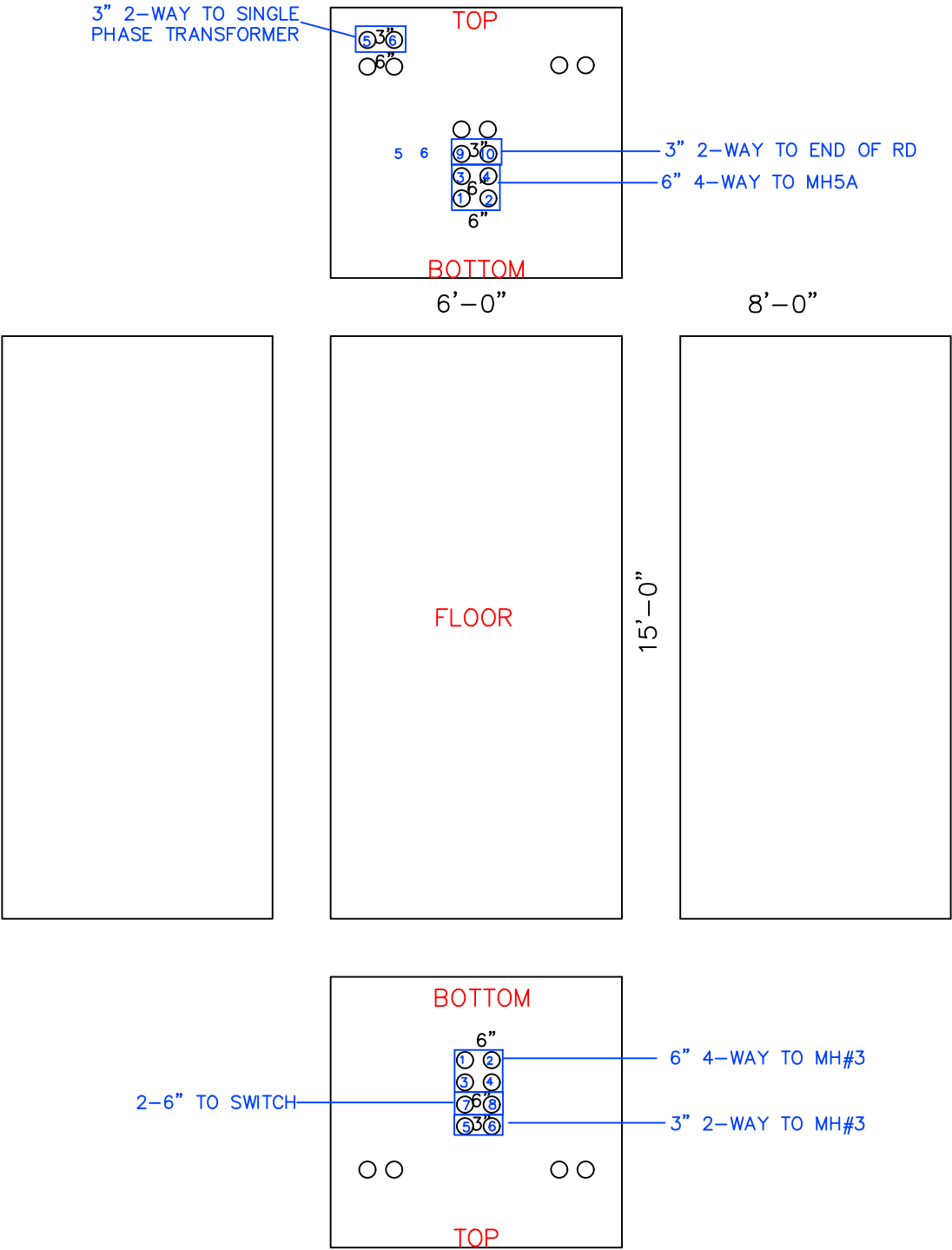
MANHOLE #3
SELTEN WAY



*CAP ALL OTHER DUCTS

*INSTALL 200LB PULLING STRING
THROUGHOUT CONDUIT SYSTEM

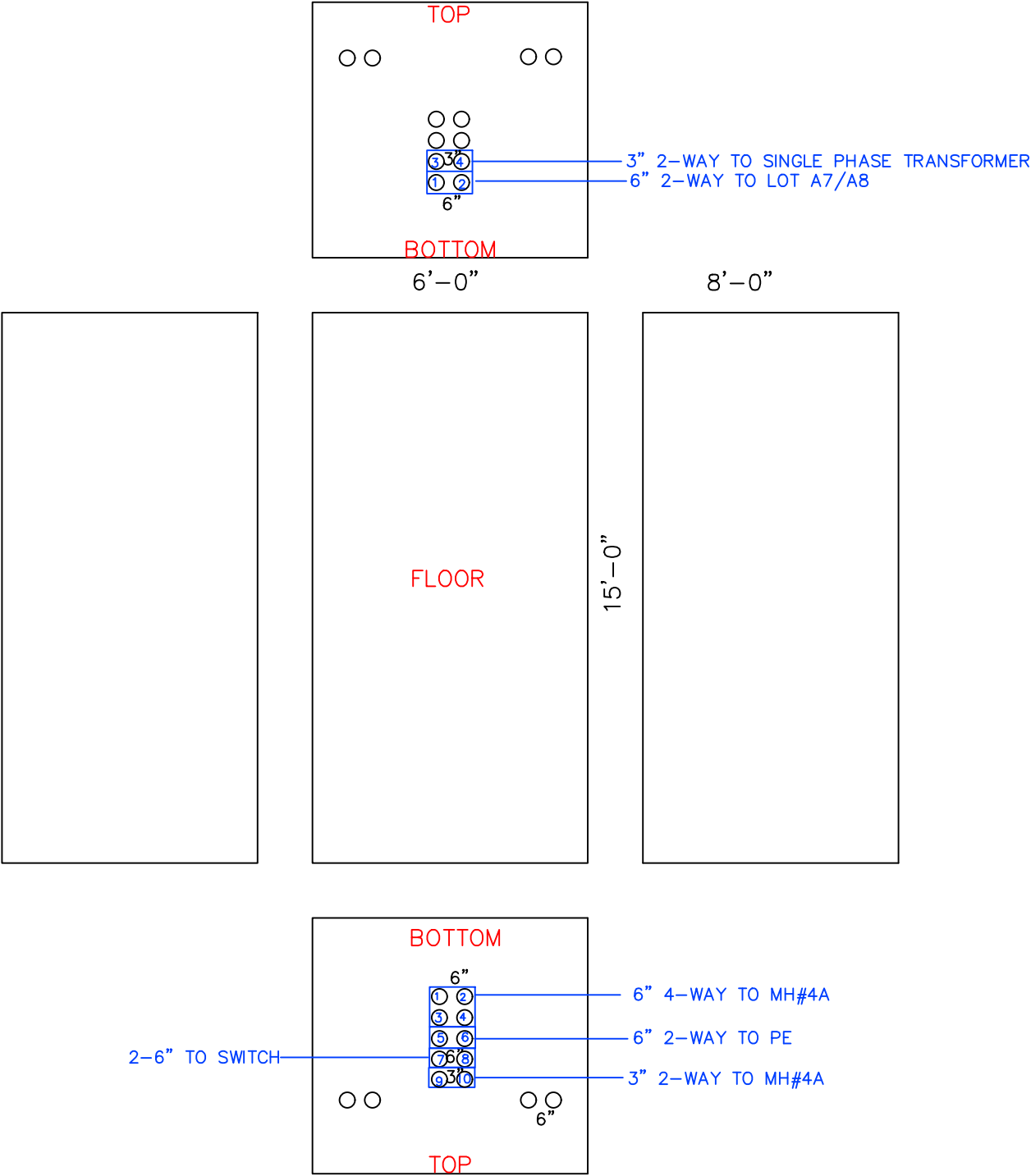
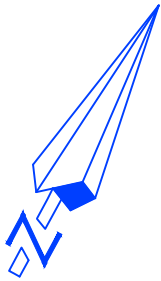
MANHOLE #4A
SELTEN WAY



*CAP ALL OTHER DUCTS

*INSTALL 200LB PULLING STRING
THROUGHOUT CONDUIT SYSTEM

MANHOLE #5A
SELTEN WAY



*CAP ALL OTHER DUCTS

*INSTALL 200LB PULLING STRING
THROUGHOUT CONDUIT SYSTEM

PRECAST 6' X 15' X 7' MANHOLE

D-31

PAGE 1 OF 7

General Description: Precast concrete manhole consisting of two sections, top and bottom, with bell ends cast in place in each end wall, pulling eyes, and Kindorf channel.

Interior Dimensions: 6'-0" Wide X 15'-0" Long X 7'-0" Deep

Design Loading: Design loading shall include dead load, live load, impact load, load due to water table, and any other loads which may be placed upon the structure. Live loading design shall conform to AASHTO H20 and/or H20-S16 specifications. Live load shall be the loading which produces the maximum shear and bending moments in the structure.

Concrete: All aggregates, fine or coarse, shall conform to ASTM C-33 specifications.

Reinforcement: Steel rods, 5/8 inch in diameter, are to be used on 8 inch centers for top, bottom and walls.

Pulling Eye: Galvanized steel rod 7/8 inch minimum diameter. Install two pulling eyes on each end wall ABOVE and BELOW the duct entrance and tie to the reinforcing rods.

Sump: A 14 inch diameter by 5 inch deep sump is to be located approximately in the center of the manhole floor. The sump is to have a watertight bottom. Install a 2 inch wide channel sloped towards the sump from the four corners.

Kindorf: Kindorf Channel #D980 cast flush with the wall surface in two locations on each sidewall of the top half. Spacing between channels must be 28 1/2" \pm 1/4".

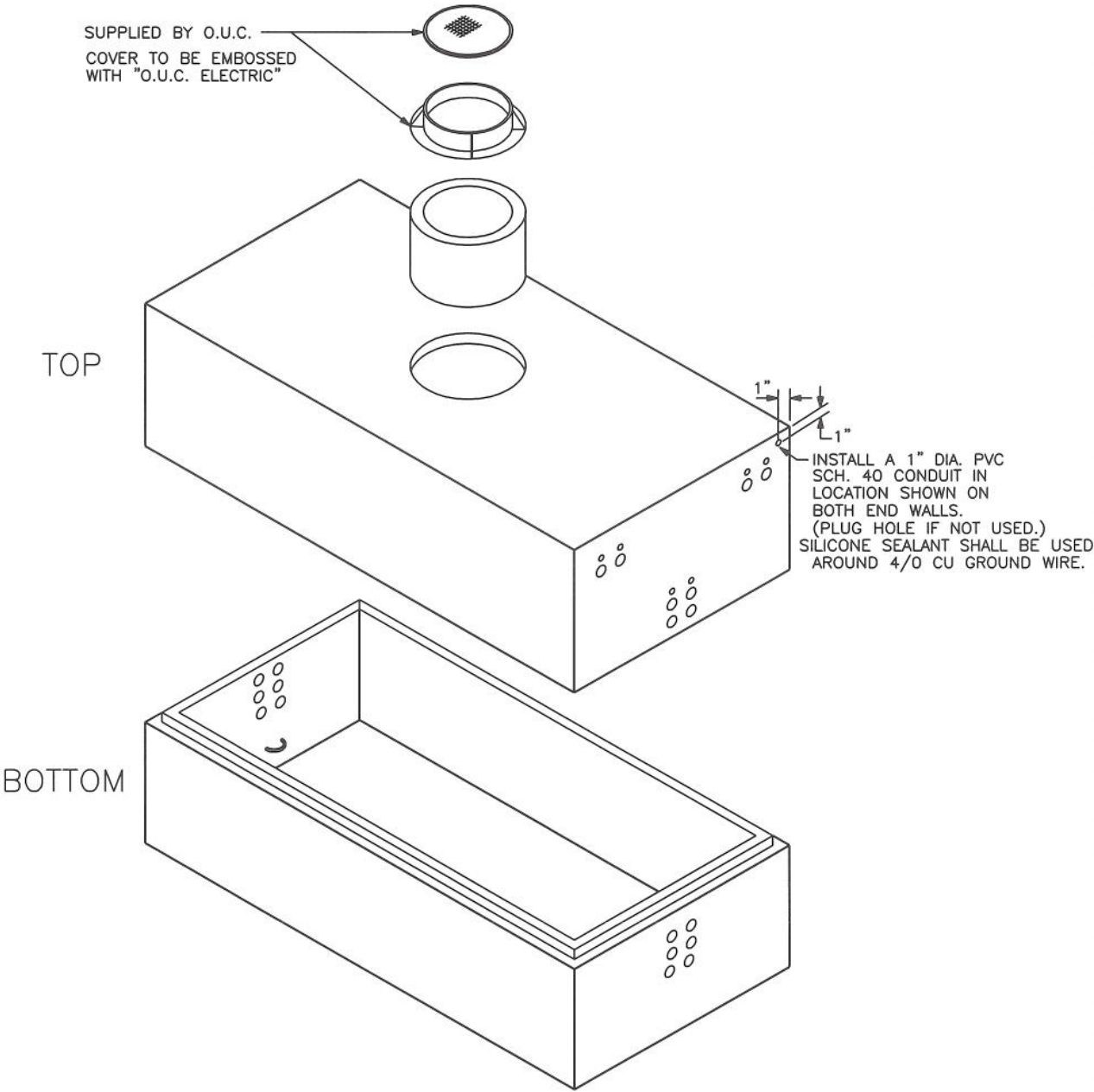
Ducts: Ten - 6 inch and two - 2 inch bell ends are to be centered in each end wall, plus two - 6 inch and two - 2 inch bell ends in each upper corner of each end wall. Bell ends are to be PVC Schedule 40 "LONG END BELLS" manufactured by Carlon. Catalog No. E949J for 2 inch and Catalog No. E949R5 for 6 inch, or approved equal by OUC (see detail "A" and "C", Page 7 of 7).

Mating Surface: Mating surfaces are to be flush between top and bottom manhole halves, resulting in a flush interior surface. A tolerance no greater than 3/8" will be permissible (see detail "B", Page 7 of 7).

CONSTRUCTION STANDARDS
OH & UG Distribution System
Orlando Utilities Commission

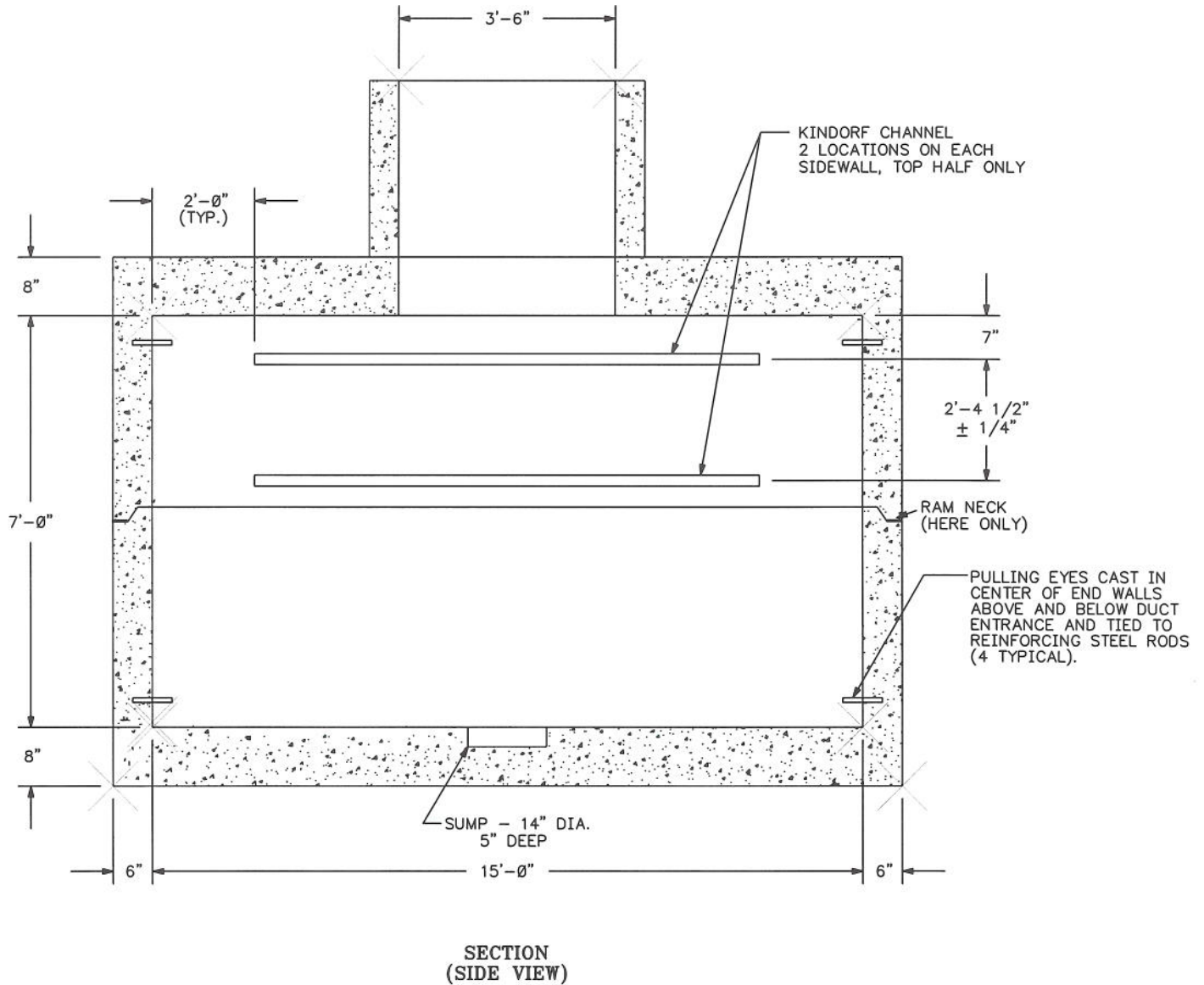
2	08-06-03	REVISED AS PER MARK-UP FOR CONTRACT	M.H.				
1	7-11-94	Changed Catalog No. For 6" End Bells		Drawn by	Checked by	Approved by	Date
No.	Date	Revision	Ck.	FRYMYER			5-14-91

PRECAST 6' X 15' X 7' MANHOLE



CONSTRUCTION STANDARDS
OH & UG Distribution System
Orlando Utilities Commission

2	08-06-03	REVISED AS PER MARK-UP FOR CONTRACT	M.H.				
1	08-13-97	ADDED DIMENSION	RLF	Drawn by	Checked by	Approved by	Date
No.	Date	Revision	Ck.	FRYMYER			07-8-91

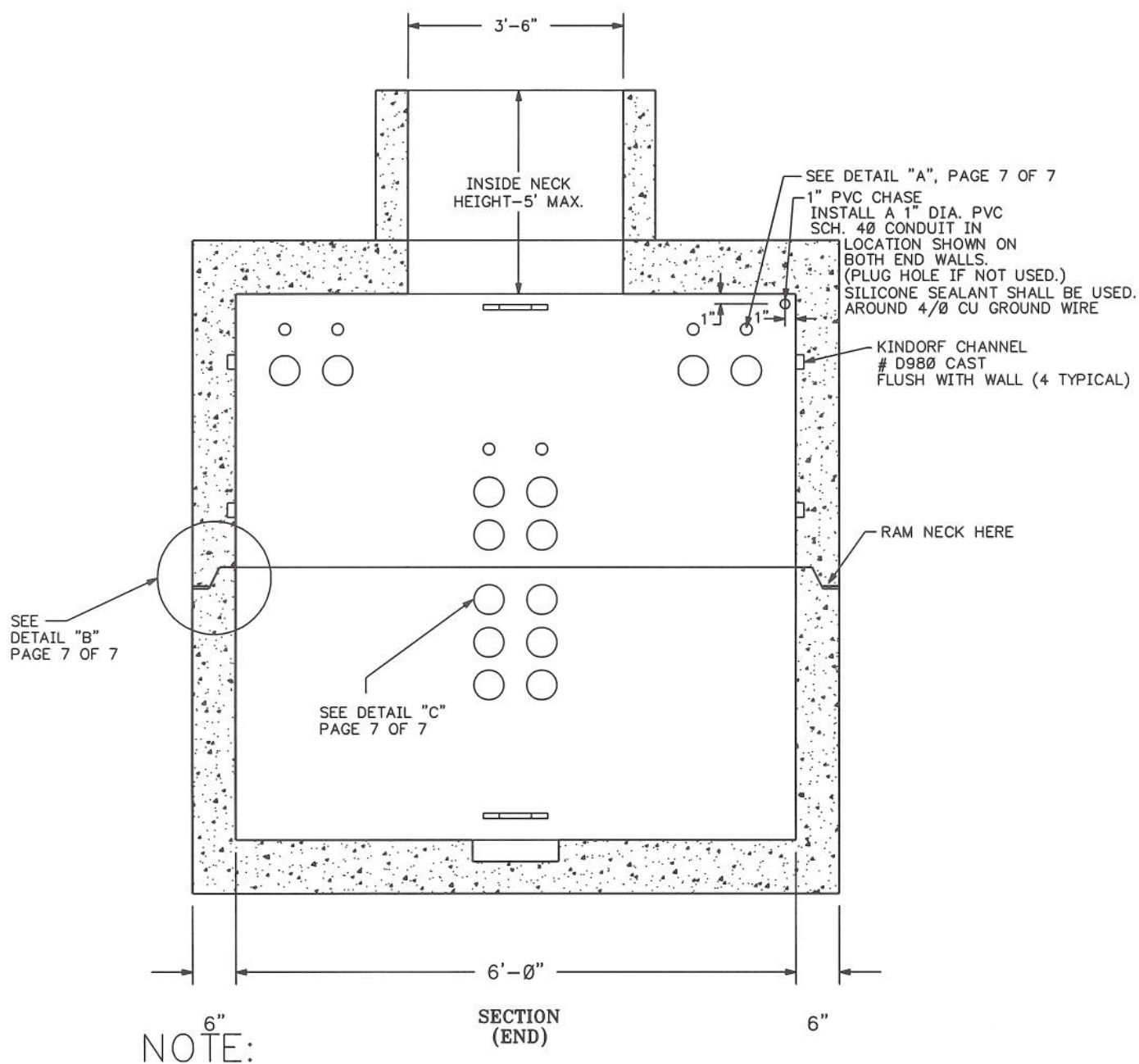


CONSTRUCTION STANDARDS
OH & UG Distribution System
Orlando Utilities Commission

2	08-06-03	REVISED AS PER MARK-UP FOR CONTRACT	M.H.				
1	08-13-97	ADDED NOTE	RLF	Drawn by	Checked by	Approved by	Date
No.	Date	Revision	Ck.	FRYMYER			3-5-91

PRECAST 6' X 15' X 7' MANHOLE

PAGE 4 OF 7



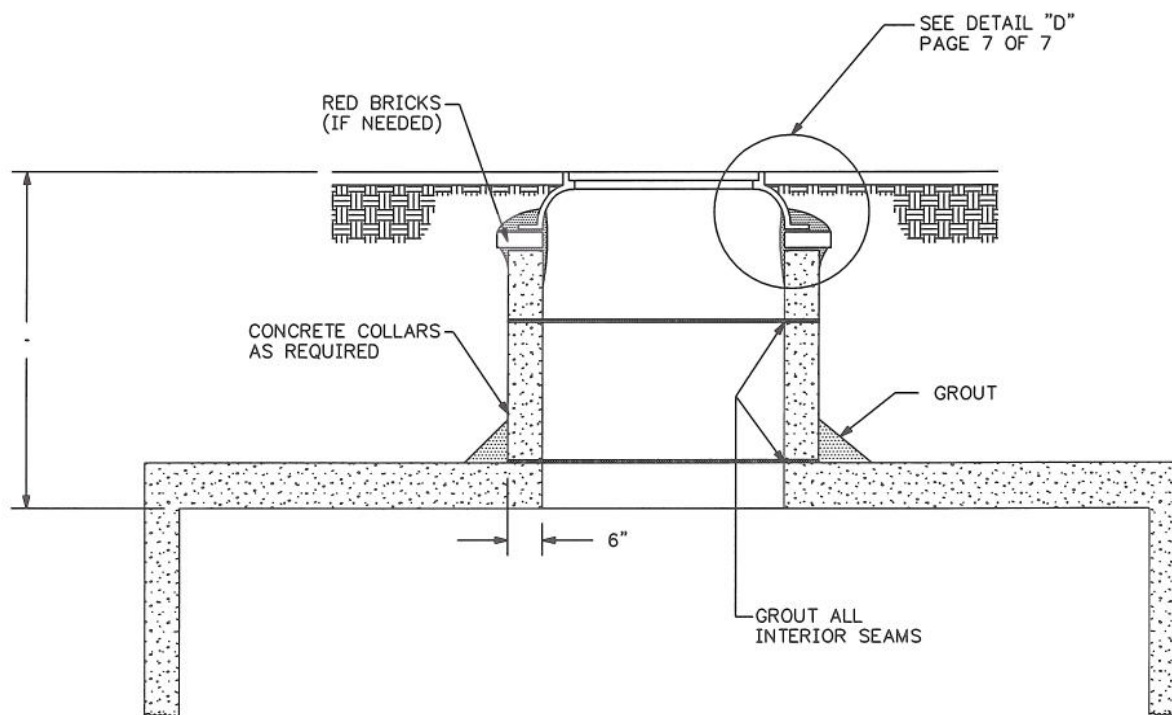
1. DUCT-BANK TO TERMINATE IN MANHOLE WITH PVC BELL ENDS CENTERED IN END WALL. BELL ENDS TO HAVE MINIMUM 3" GLUE SURFACE.
2. MATING SURFACE OF MANHOLE TOP AND BOTTOM HALVES SHALL BE SEALED WITH A BITUMINOUS TYPE SEALANT, AND ALL INTERIOR SEAMS GROUTED.
2. SEE DETAIL "C" FOR SPACING OF ALL STANDARD OR CUSTOM CONDUIT BELL ENDS.

CONSTRUCTION STANDARDS
OH & UG Distribution System
Orlando Utilities Commission

3	08-06-03	REVISED AS PER MARK-UP FOR CONTRACT	M.H.				
2	02-22-02	ADD NOTE #3	MH	Drawn by	Checked by	Approved by	Date
No.	Date	Revision	Ck.	FRYMYER			7-31-91

PRECAST 6' X 15' X 7' MANHOLE

PAGE 5 OF 7



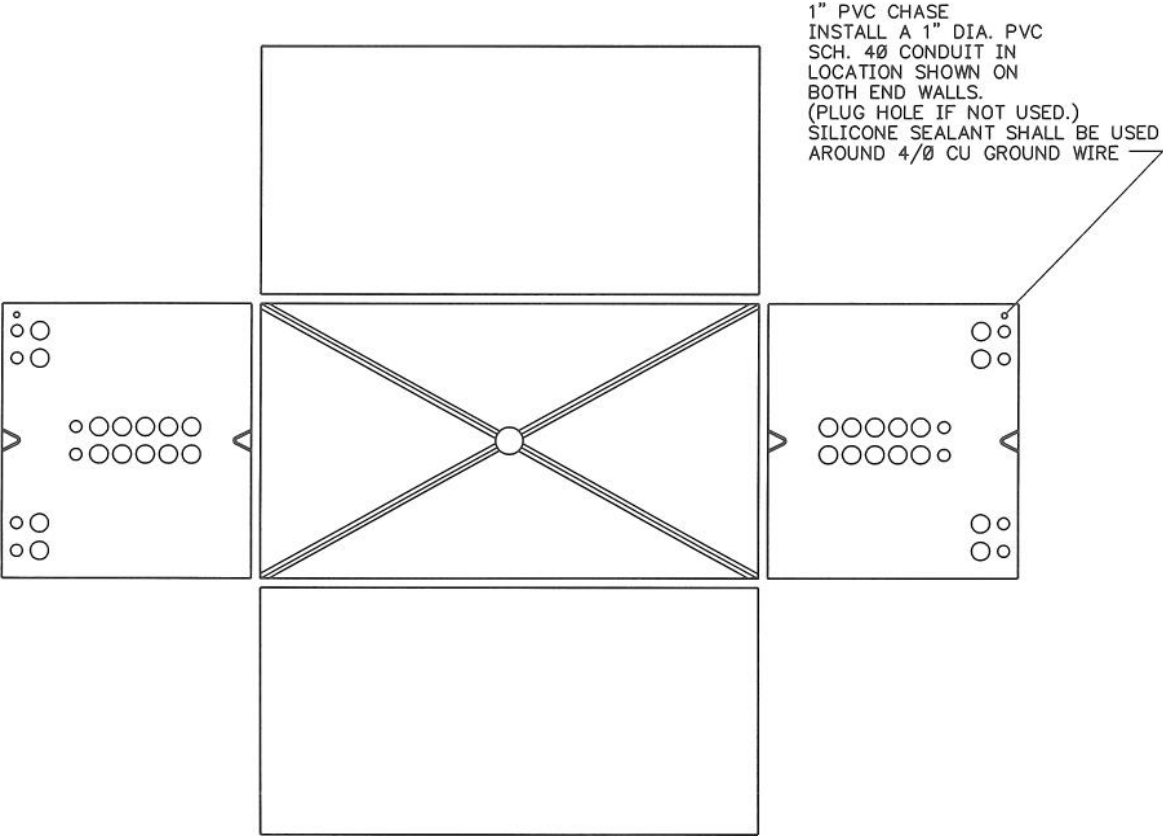
NOTES:

1. INSTALL CONCRETE COLLARS AS REQUIRED. TOTAL DIMENSION FROM TOP EDGE OF MANHOLE RING TO CEILING OF MANHOLE MUST NOT EXCEED 5'-0".
2. ALL COLLAR SEAMS TO BE SEALED WITH GROUT TO MINIMIZE WATER INTRUSION
3. MANHOLE RING TO BE GROUTED INSIDE AND OUT (SEE DETAIL "D", PAGE 7 OF 7).
4. IN AREAS WHERE THERE IS TO BE PAVEMENT RESURFACING, THE MANHOLE RING AND COVER WILL BE PLACED 1 1/4" INCHES ABOVE EXISTING PAVEMENT, 2" ABOVE FINAL DIRT GRADE.
5. IF NEEDED, USE ONLY ONE COURSE OF RED BRICK TO RAISE MANHOLE RING TO REQUIRED GRADE.

CONSTRUCTION STANDARDS
OH & UG Distribution System
Orlando Utilities Commission

2	08-06-03	REVISED AS PER MARK-UP FOR CONTRACT	M.H.				
1	08-13-97	CHANGED NOTES	RLF	Drawn by	Checked by	Approved by	Date
No.	Date	Revision	Ck.	FRYMYER			7-31-91

PRECAST 6' X 15' X 7' MANHOLE

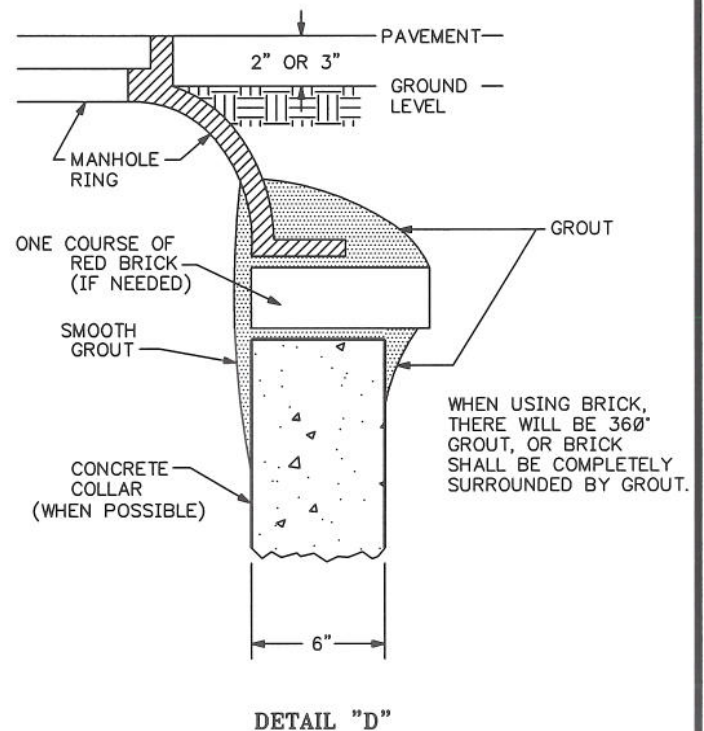
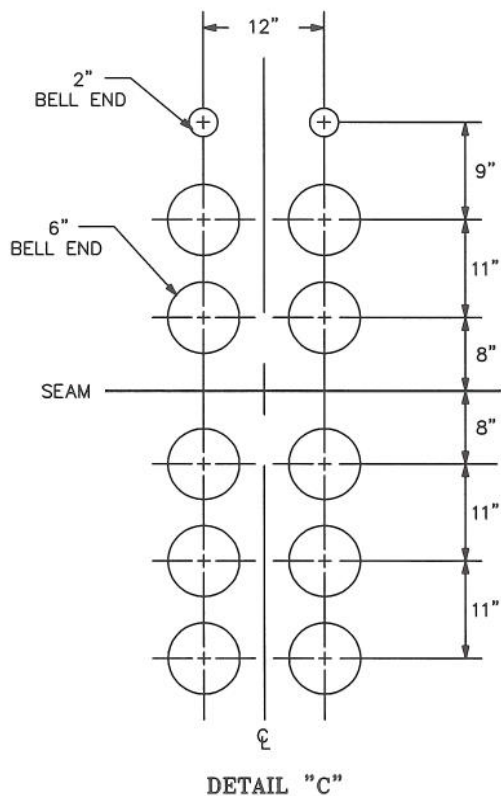
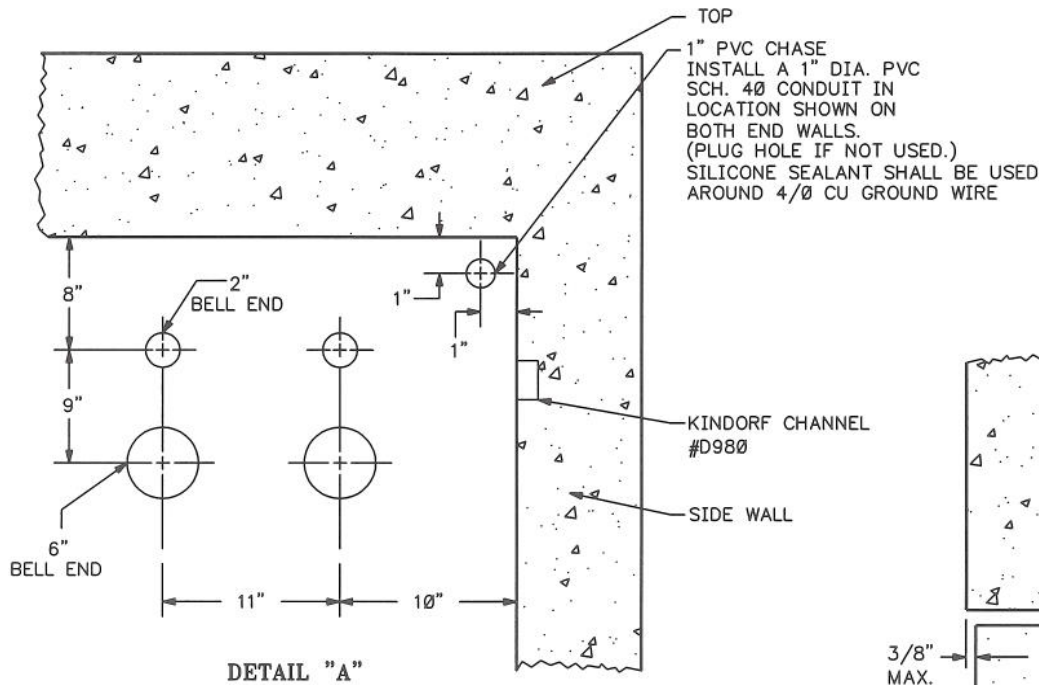


CONSTRUCTION STANDARDS
OH & UG Distribution System
Orlando Utilities Commission

3	08-06-03	REVISED AS PER MARK-UP FOR CONTRACT	M.H.	Drawn by	Checked by	Approved by	Date
No.	Date	Revision	Ck.	FRYMYER			07-3-91

PRECAST 6' X 15' X 7' MANHOLE

PAGE 7 OF 7



CONSTRUCTION STANDARDS
OH & UG Distribution System
Orlando Utilities Commission

3	08-06-03	REVISED AS PER MARK-UP FOR CONTRACT	M.H.				
2	02-20-02	CHANGE SPACING OF BELL ENDS	MH	Drawn by	Checked by	Approved by	Date
No.	Date	Revision	Ck.	FRYMYER			7=31-91

AURSI - Online Approved Materials Manual FL-Orlando Utilities Commission

Stock #: 046-02060

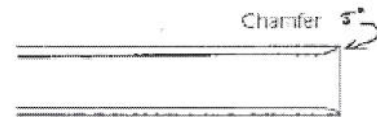
Revision Date: 10/15/2008

Description:

CONDUIT PVC SCHEDULE 40 - 6" X 20'

Specs/Remarks:

Conduit, PVC (Polyvinyl Chloride) Gray Electrical Grade Schedule 40 twenty feet lengths, A coupling at one end is required and may be either a glued-on or expanded type. (If expanded type is supplied, min. socket depth dimensions must comply with ASTM F512-95 Table 2). The end without coupling must have the inside lip edge chamfered 5 to 45 degrees to remove any sharpness from the edges. This requirement applies to both Schedule 40 and Schedule 80 conduit and all of the various diameter sizes. Conduit must be shipped in bundles in a manner which allows unloading by a forklift (preferably on an open flatbed truck or trailer).



Available Spec Sheets Online:

Manufacturer	Catalog #	Revised By	Revision Date
CANTEX	ORDER PER OUC SPEC	AURSI	
CANTEX	A60GA42G	Mark Hoover	6/14/2007
GEORGIA PIPE	ORDER PER OUC SPEC	AURSI	
HERITAGE	51602C	Mark Hoover	11/15/2007
PRIME (Carlon)	ORDER PER OUC SPEC	Mark Hoover	10/15/2008
SOUTHERN PIPE	ORDER-PER-OUC-SPEC	Mark Hoover	4/28/2005

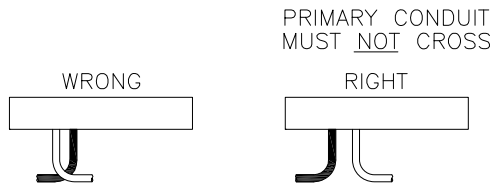
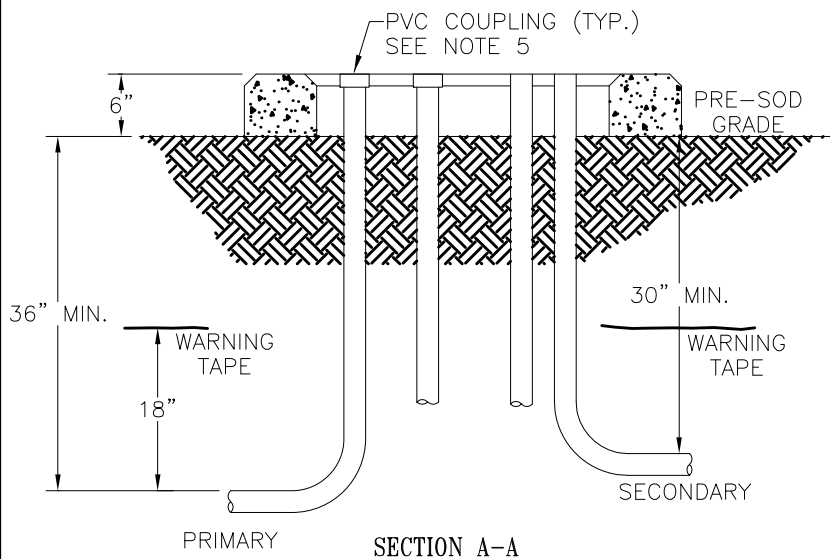
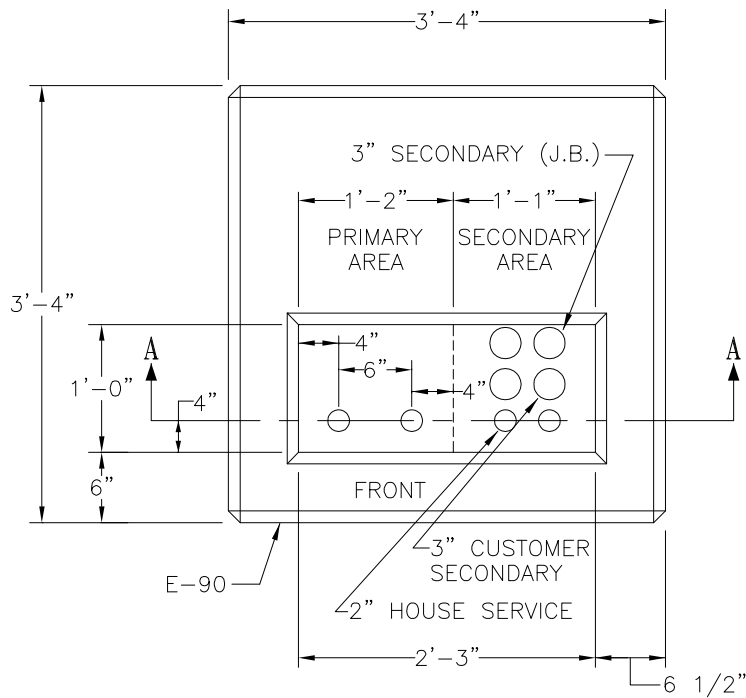
Engineering Contact(s)

Ric Dy-Liacco	rdyliacco@ouc.com	407-384-4028
Mark Hoover	mhoover@ouc.com	407-384-4173
Adonis Willis	awillis@ouc.com	407-384-4181
Robert Wilson	rwilson@ouc.com	407-384-4033

Purchasing Contact(s)

Greg Rowland	growland@ouc.com	407-690-5607
Antoya Stovall-Leonard	astovall-leonard@ouc.com	321.235.5868

Provided by www.auris.com



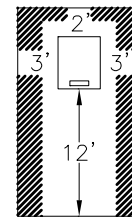
NOTES:

1. THIS PAD NORMALLY ACCOMODATES SINGLE PHASE 25 & 50kVA PADMOUNT TRANSFORMERS AND PADMOUNT FEED THRU ENCLOSURES.
2. PAD TO BE REINFORCED WITH 3/8" REINFORCING RODS ON 8" CENTERS.

TOP SURFACE OF PAD TO HAVE BROOM FINISH AND ALL TOP EDGES TO HAVE 1 INCH CHAMFERS. ON PRECAST PADS, A BROOM FINISH IS NOT REQUIRED AND TAPERED VERTICAL SURFACES WILL BE ACCEPTABLE.

TOP OF PAD TO BE LEVEL AND 6 INCHES ABOVE PRE-SOD GRADE.
3. SECONDARY CONDUIT INSTALLED BY CUSTOMER MUST BE INSTALLED IN "SECONDARY AREA" PRIOR TO TRANSFORMER INSTALLATION. ANY CONDUIT NOT INSTALLED IN DESIGNATED AREA WILL BE RELOCATED BY CUSTOMER AT CUSTOMER'S EXPENSE.

CONDUIT SIZE VARIES PER APPLICATION.
4. PRIMARY CONDUIT MUST BE LOCATED IN THE PAD WINDOW "PRIMARY AREA" AS SHOWN. ALLOWABLE TOLERANCE FOR CONDUIT PLACEMENT IN "PRIMARY AREA" WILL BE 1"±.
5. CONDUIT SHALL BE FLUSH WITH BUT NOT EXTEND ABOVE TOP SURFACE OF PAD.
6. FORMS AND REBAR FOR ALL BUILT-IN-PLACE PADS MUST BE INSPECTED BY OUC PRIOR TO POURING OF CONCRETE.
7. PLACE 3", 4" CONDUITS IN THE BACK OF WINDOW.
8. PLACE 2" (HOUSE SERVICE) CONDUIT IN FRONT OF WINDOW.
9. NOT MORE THAN 6 CONDUITS SHALL BE PLACED IN SECONDARY. CONSULT ENGINEER IF MORE ARE NEEDED.



SHADED AREA REPRESENTS THE MINIMUM UNOBSTRUCTED AREA REQUIRED AROUND THE PAD

Engineer: JBW
 Drawn: BLP
 Checked: ECM
 Approved: _____
 Date: 10-14-08

SUBJECT: **UNDERGROUND DISTRIBUTION**
 DETAIL: **PADS AND PAD GROUNDING**
CONCRETE TRANSFORMER PAD SINGLE PHASE FOR 25-50kVA, 15 & 25kV

NO.	DATE	REVISION
1		
2		
3		



Orlando Utilities
 Commission

UG09-02.001

**Postras East Community Development District
Off-Site Force Main Extension
Change Order Log
JMHC, Inc.**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$ 1,057,724.00			
1	6/15/2021	Material Price Increase		\$ 26,179.99	Approved	\$ 1,083,903.99	6/15/2021	6/15/2021	
2	11/9/2021	Rain Day	1	\$ -			11/16/2021	11/16/2021	

Postras East Community Development District

**Amended, Restated and Assigned ROW
Acquisition Agreement (West Segment)**

AMENDED, RESTATED AND ASSIGNED
RIGHT-OF-WAY ACQUISITION AGREEMENT
(West Segment)

THIS AMENDED, RESTATED AND ASSIGNED RIGHT-OF-WAY ACQUISITION AGREEMENT (“Agreement”) is made and entered into as of the Effective Date (hereinafter defined), by and among **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company (“LNLC”), **LAKE NONA RESEARCH I, LLC**, a Florida limited liability company (“LNR”), **TDCP, LLC**, a Florida limited liability company (“TDCP”) (LNLC, LNR, TDCP shall be referred to herein collectively as either “Tavistock” or the “Owners”), and **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 1 Courthouse Square, Kissimmee, Florida 34741 (“County”), as joined in and consented to by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and agency of the state, under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 (“CFX”), for the purposes and upon the terms expressly set forth herein. LNLC, LNR, TDCP and CFX and County are sometimes collectively referred to herein as the “Parties” and individually as a “Party”. Everywhere County is referenced herein, it shall mean the County or its successor-in-title to the West Property (as defined herein). This Agreement is joined in and consented to by the **POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located within the City of Orlando, Florida, whose address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the “PECDD”), for purposes of agreeing to grant the Air Rights Easements (as defined herein) over its portion of the Air Rights Easement Areas (as defined herein).

W I T N E S E T H:

WHEREAS, Tavistock owns or controls the land located in Orange County, Florida, as more particularly described or depicted on Exhibit “A-1” through Exhibit “A-3” attached hereto and incorporated herein by reference (the “West Property”). (Exhibits “A-1” through Exhibit “A-3” identify which portion of the West Property belongs to or is controlled by each entity comprising Tavistock); and

WHEREAS, Tavistock and PECDD own or control the land located in Orange County, Florida, as more particularly described or depicted on Exhibit “B-1” attached hereto and incorporated herein by reference (collectively, the “Air Rights Easement Areas”), Exhibit “B-2” attached hereto and incorporated herein by reference (collectively, the “Pier Foundations Easement Areas”), Exhibit “B-3” attached hereto and incorporated herein by reference (collectively, the “CFX TCE Areas”), Exhibit “B-4” attached hereto and incorporated herein by reference (collectively, the “Local Road / Pond TCE Areas”), and Exhibit “B-5” attached hereto and

incorporated herein by reference (collectively, the “Offsite Ponds”), all of the foregoing being referred to herein collectively as the “Tavistock Easement Areas” which are owned by the applicable Tavistock entity stated herein; and

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (the “CFX Act”) to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other public agencies; and

WHEREAS, County, CFX, and the Osceola County Expressway Authority (“OCX”) previously entered into an Interlocal Agreement dated as of August 15, 2016 (the “Transition Agreement”), relating to various projects included in the OCX 2040 Master Plan, including extension of the Osceola Parkway from west of Boggy Creek Road to the proposed Northeast Connector Expressway, together with a proposed additional extension of Osceola Parkway commencing at the original terminus of the Osceola Parkway extension proposed in the OCX 2040 Master Plan and extending east approximately two miles to a point of intersection with a proposed new north-south arterial, which project is the subject of a project development and environment study conducted under FPID 432134-1-22-01, in Fiscal Year 2016/2017 (which entire extension project from west of Boggy Creek Road to the point of intersection with the new north-south arterial is known as FM #439193-1-38-01 and FM #439193-1-48-01), as re-evaluated by CFX and approved by the governing board of CFX on December 12, 2019 (the “Osceola Parkway Extension”, the “Project”, or the “Extension”); and

WHEREAS, County and CFX have entered into an Interlocal Agreement for Third-Party Funding as of February 20, 2018 and recorded April 6, 2018 under Document No. 20180205871 in the Public Records of Orange County, Florida (the “Funding Agreement”), which agreement was joined in for limited purposes by First American Title Insurance Company, a Florida corporation; and

WHEREAS, Tavistock, Suburban Land Reserve, Inc., a Utah corporation (“SLR”), and CFX entered into that certain Right-of-Way Acquisition Agreement with an effective date of December 17, 2019 (the “Original Agreement”), setting forth certain rights and obligations of the parties thereto for the right-of-way acquisition necessary for the construction of sections of the Osceola Parkway Extension; and

WHEREAS, commencing on December 17, 2019, CFX exercised its right to conduct any and all investigations, studies, examinations, surveys, and inspections reasonably necessary or desirable to determine the suitability of the West Property and Tavistock Easement Areas for the Project in accordance with Section 6 of the Original Agreement; and

WHEREAS, of even date herewith, SLR, SHN and CFX have entered into that certain Amended and Restated Right-of-Way Acquisition Agreement (East Segment) (the “East Segment Roadway Agreement”) with respect to the East Property and the SLR Easement Areas (as both terms are defined in the East Segment Roadway Agreement); and

WHEREAS, the West Property and the East Property may be referred to herein collectively as the “Property” and the Tavistock Easement Areas and SLR Easement Areas may be referred to herein collectively as the “Easement Areas”; and

WHEREAS, SLR, Tavistock East Holdings, LLC, and CFX have separately made and entered into that certain Agreement to Convey Conservation Lands with an effective date of December 17, 2019, as amended by that certain First Amendment to Agreement to Convey Conservation Lands executed concurrently herewith (collectively, the “Conservation Lands Agreement”), whereby Tavistock East Holdings, LLC and SLR have agreed to convey their interests in certain Conservation Lands (as defined in the Conservation Lands Agreement) to offset potential impacts of that alignment of the Osceola Parkway Extension known as the Project Alignment (hereinafter defined); and

WHEREAS, on or about December 12, 2019, CFX approved the alignment more particularly depicted in **Exhibit “C-1”** attached hereto and incorporated herein by reference as CFX’s preferred alignment for the Osceola Parkway Extension (“Preferred Alignment”); and

WHEREAS, CFX has refined the boundaries of the Preferred Alignment based on further design and engineering efforts, which “Project Alignment” is substantially similar to, and does not substantially deviate in any material respect from, the Preferred Alignment; and

WHEREAS, County and CFX have identified the West Property and the Tavistock Easement Areas as a necessary right-of-way and related uses for future construction and maintenance of the Project under the Funding Agreement; and

WHEREAS, CFX has negotiated the business terms for acquisition of the Property under the Funding Agreement, and desires for the limited, temporary purposes of executing this Agreement and acquiring the West Property and the Easements (as defined herein) to assign and transfer unto County all of CFX’s rights and privileges to purchase the West Property from Owners upon such terms and provisions as more specifically set forth herein; and

WHEREAS, County desires to assume from CFX all of CFX’s rights, privileges, duties, obligations, liabilities, and responsibilities to purchase the West Property and the Easements in accordance with the terms of this Agreement and the Funding Agreement, and after County acquires the West Property and the Easements, the Parties intend County will convey them to CFX whereupon the obligations, duties, and liabilities (including without implied limitation County’s covenants to indemnify, defend, and hold harmless) of County that are stated to, or by their nature do, survive closing shall devolve on CFX. Upon County’s transfer of the West Property to CFX, all references herein to County shall be deemed to mean CFX; and

WHEREAS, the County desires to purchase from the Owners fee simple interest in the West Property and the Easements in, over, upon and through the Tavistock Easement Areas, and the Owners desire to convey to the County the West Property, in lieu of condemnation, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged by the Parties hereto, the Parties hereby covenant and agree that the portion of the Original Agreement setting forth the terms and conditions for the conveyance and acquisition of the West Property and Tavistock Easement Areas are hereby assigned, superseded and replaced entirely with this Agreement which provides as follows:

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

2. **Defined Terms**. Capitalized terms used in this Agreement (except for headings) shall have the meanings that appear when the terms are first set forth in quotation marks. Any capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Conservation Lands Agreement. All of the defined terms contained in this Agreement may be used in the singular or the plural and, except as the context may require otherwise, shall mean when used in the plural all objects, persons, and the like included in the definition, and when used in the singular any of the objects, persons, and the like included in the definition. In addition to all other defined terms contained in this Agreement, the terms listed below, except as the context may require otherwise, shall have the meanings provided therefor:

a. “Lake Nona Revised Interchange” shall mean the System-to-System Interchange and Medical City Bridge over S.R. 417 (the “Medical City Bridge”) as depicted on **Exhibit “D-1”** attached hereto and incorporated herein by reference.

b. “Laws” shall mean the codes, ordinances, rules, regulations, policies, standards, and requirements of any federal, state, or local governmental or quasi-governmental authority having jurisdiction over the matters and projects contemplated in this Agreement.

c. “People Mover Flyover” shall mean the proposed potential flyover at a location between the Lake Nona Revised Interchange and Lake Nona Boulevard for a people-mover transit system which, if developed, shall be designed, permitted, and constructed by Tavistock, at its sole cost and expense, subject to the review and approval of CFX, not to be unreasonably withheld, conditioned or delayed.

d. “Permits” shall mean all permits, Project Permit (hereinafter defined), approvals, development orders, and other consents and authorizations of governmental authorities required for construction of the Project Alignment, the Ultimate Local Interchange, the Medical City Bridge, the People Mover Flyover or any applicable component or portion thereof, in accordance with the Plans and with applicable Laws.

e. “Plans” shall mean the design, engineering, and construction plans, right-of-way maps, parcel sketches, legal descriptions, specifications, surveys, estimates of costs, construction schedules, and bid-ready documents for construction of the Project Alignment, which includes without limitation the Ultimate Local Interchange, the Medical City Bridge, or any applicable component or portion thereof.

f. "Project Alignment" shall mean that portion of the Extension that requires the real property depicted on Exhibits "A-1" through "A-3" hereto and Exhibit "A" of the East Segment Roadway Agreement, all of which are depicted in Exhibit "C-2" attached hereto. Any and all references in the Original Agreement and Conservation Lands Agreement to the Split Oak Alignment, as referenced herein, shall refer to the Project Alignment.

g. "System to System Interchange" shall mean the interchange included in the Project Alignment connecting the Project Alignment and SR 417 in the configuration depicted on Exhibit "D-1" attached hereto and incorporated herein by reference.

h. "Ultimate Local Interchange" shall mean the interchange included in the Project Alignment consisting of the Lake Nona Revised Interchange and the associated east and west frontage roads that are depicted on Exhibit "D-2".

3. **Property.** County and CFX will consult with the Owners in establishing the final legal description of the West Property and Tavistock Easement Areas. County, or County's designee, at its expense, shall prepare legal descriptions of the West Property and the Tavistock Easement Areas, subject to review and approval by the County and each affected Owner, such approval not to be unreasonably withheld, conditioned, or delayed. The legal descriptions shall be prepared in accordance with the Section below titled "Survey."

4. **Agreement to Buy and Sell.** Owners agree to sell, grant, or convey to the County and the County agrees to purchase, receive, or accept from the Owners the West Property and Tavistock Easement Areas and Easements in lieu of condemnation, in the manner and upon the terms and conditions herein below set forth in this Agreement. By way of clarification, County shall have no right to purchase some of the West Property and Easements without purchasing all of the West Property and Easements. Further, the closing of the West Property and the granting of the Easements under this Agreement are expressly contingent upon the simultaneous closing of the East Property and the granting pursuant to the East Segment Roadway Agreement of the SLR Easements (as defined therein). Notwithstanding the foregoing, the Parties agree and acknowledge that the purchase of the West Property shall include transfer of fee simple ownership to the County, and the grant of easement interests and rights in the Tavistock Easement Areas in accordance with terms and conditions set forth herein.

5. **Parties.** All Parties to this Agreement hereby acknowledge that the terms contained in Section 20.055(5), Florida Statutes, may apply to this Agreement to the extent required by said statute. The Parties hereby agree to comply with this subsection of Florida Statutes.

6. **Purchase Price.**

a. Subject to the terms and conditions set forth in this Agreement, in consideration for conveyance of the West Property and Tavistock Easement Areas, County shall pay to the Owners at Closing, and only in the event of Closing, the sum of **Eighty Million Two Hundred Eighty-Five Thousand Three Hundred and No/100 United States Dollars (\$80,285,300.00)** (the "Purchase Price"). The Purchase Price shall be paid by federal wire transfer of immediate funds, adjusted for appropriate credits, adjustments and prorations as herein below

provided, and represents the full compensation to the Owners for the West Property, Easements and for any damages suffered by the Owners and/or any adjoining property owned by the Owners in connection with the transaction contemplated under this Agreement, including, without limitation, severance damages to the Owners' remaining property, business damages, consequential damages, any other damages whatsoever, together with interest, if any.

b. The Purchase Price is premised upon the West Property being comprised of approximately 296.47 acres in the aggregate and each Owner's portion of the West Property being approximately the same amount of acres as depicted in Exhibit "A-1" through Exhibit "A-3", Exhibit "B-1" and Exhibit "B-5", including approximately 256.54 acres of fee simple interest in the West Property, approximately 25.68 acres for the Offsite Drainage Easements (hereinafter defined), and approximately 19.15 acres for the Air Rights Easements, of which 4.9 acres is also part of the Offsite Drainage Easements.

c. Before the Inspection Deadline, County, or CFX as County's designee, shall obtain two appraisals of the Property prepared by a Florida licensed real property appraiser in accordance with the Uniform Standards of Professional Appraisal Practice. If the agreed upon Purchase Price exceeds by more than ten (10) percent the average appraised value of the two appraisals, (i) the Parties may negotiate in good faith and agree upon a new lower Purchase Price; (ii) the governing body of the County may approve the existing Purchase Price by an extraordinary vote; or (iii) the Parties may terminate this Agreement and the parties hereto shall thereafter be relieved of all liability hereunder except for those which expressly survive termination.

7. County's Right of Inspection.

a. Delivery of Due Diligence. The Parties acknowledge that CFX has exercised its right to conduct any and all investigations, studies, examinations, surveys, and inspections reasonably necessary or desirable to determine the suitability of the West Property and Tavistock Easement Areas for the Project in accordance with Section 6 of the Original Agreement since December 12, 2019. Within three (3) business days of written request from the County, CFX agrees to provide to the County any and all documentation, reports, studies, surveys, audits, or reports of any such investigations, studies, examinations, surveys, and inspections (collectively, the "Prior Studies"), for the County's use in determining the suitability of the West Property and Easements for the Project. CFX makes no warranties or representations whatsoever concerning the Prior Studies delivered to County by CFX, and County assumes all risk of relying thereon.

b. Right of Inspection. The County shall at all times prior to the scheduled date of Closing have the privilege of going upon the West Property and the Tavistock Easement Areas with its agents and engineers as needed to inspect, examine, survey and otherwise undertake those actions which the County, in its discretion, deems reasonably necessary or desirable to determine the suitability of the West Property and Tavistock Easement Areas for the Project; provided, however, no invasive testing or Phase 2 environmental site assessments shall be permitted without the prior written consent of the affected Owner whose West Property will be impacted by the Phase 2 environmental testing in accordance with subsection 7.c. hereof. Said privilege shall include, without limitation, the right to make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests (other than Phase 2 testing), and tests to obtain any other information relating to the surface, subsurface (excluding invasive investigations) and topographic conditions

of the West Property. The County shall enter the West Property at its sole risk, and the County hereby releases the Owners from any claims relating to the physical condition of the West Property, the Tavistock Easement Areas or to the entry thereon by the County. The County shall exercise its rights hereunder so as to minimize damage to the West Property and to avoid materially adverse impact on the Owners' uses thereof while allowing the County, its assignee or designee, to obtain the necessary information. County shall have the right, at any time and without the prior written consent of the Owners, to assign County's right to inspect the West Property and the Tavistock Easement Areas to CFX, and right to terminate this Agreement in accordance with this Section 7, provided CFX agrees to release the Owners from any claims relating to the physical condition of the West Property or to the entry thereon by CFX and to otherwise comply with the limitations and restrictions set forth in this Section 7.

c. Environmental Site Assessment. The Parties agree and acknowledge that the Owners have previously provided to County and CFX the following environmental site assessments prepared by PSI Environmental Services, Inc.: (i) that certain Phase I Environmental Site Assessment dated June 29, 2017, under Project Number 06633335-1 Poitras Property-E; (ii) that certain Phase I Environmental Site Assessment dated April 22, 2019, under Project Number 06633335-2 and 06634393 Poitras Property-W (collectively, the "Environmental Studies"). County and CFX acknowledge they have each received and reviewed the Environmental Studies as to the suitability of the West Property for the Project Alignment and its Intended Use (as defined herein). CFX, at CFX's sole cost and expense, may obtain any updates to any Environmental Studies conducted six (6) or more months prior to the Effective Date. To the extent the Environmental Studies do not cover all of the West Property, the County, or CFX as the County's assignee or designee, may, in its sole discretion and at its sole cost and expense, conduct a Phase I Environmental Site Assessment of the West Property ("Phase I") to determine the likelihood of the West Property containing any hazardous or toxic substances, wastes, materials, pollutants or contaminants. As used herein, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). In the event the County or CFX determines, in its sole and absolute discretion, that the Phase I, prior Environmental Studies, or any Follow-up Assessment are not satisfactory, or otherwise deems the West Property or the Tavistock Easement Areas unsuitable for the Project, the County may terminate this Agreement no later than fifteen (15) days from the Effective Date (the "Inspection Deadline") upon which all Parties shall be relieved of all further obligations hereunder, other than obligations which, by the express terms of this Agreement, survive the Closing or the termination of this Agreement. In the event the County or CFX have not delivered written notice of termination to the Owners by 5:00 p.m., local Orlando time, on or before the Inspection Deadline, then the County and CFX shall be deemed to have waived its right to terminate under this Section 7.c.

County and CFX shall not conduct a Phase II Environmental Site Assessment, or any other environmental review more intrusive than the Phase I (a "Follow-up Assessment"), without first obtaining each affected Owners' written consents, which consents the Owners shall have the unconditional right to refuse. If the Owners elect to allow a Follow-up Assessment, the scope and

other details thereof shall be subject to the applicable Owners' prior written approval exercised in such Owners' sole discretion. Further, if the applicable Owners authorize a Follow-up Assessment, such Owners shall have the right in their discretion to elect to perform the Follow-up Assessment (in lieu of County or CFX doing so), still at County or CFX's cost, as applicable. If the Owners so elect to perform the Follow-up Assessment, the Owners shall have the right in their discretion to keep confidential, even from CFX and County, the results thereof. If Owners elect to keep those results confidential from CFX and County, then CFX and County shall each have the right to terminate this Agreement at any time within ten (10) days after receipt of Owners' written notice of election to keep the results of the Follow-up Assessment confidential. In the event of such a termination, the Parties will be relieved of their respective obligations under this Agreement other than those obligations the Parties agree survive such a termination. If CFX or County fails to deliver written notice of termination to the Owners by 5:00 p.m., local Orlando time, on or before the expiration of the permitted 10-day period to elect to terminate this Agreement, CFX and County shall have forfeited the right to terminate.

d. Termination. In the event County or CFX elects to exercise its right to terminate this Agreement pursuant to the provisions of this Section 7, such election must be exercised by providing written notice of the election to Owner (the "Termination Notice"), which Termination Notice must be timely provided (pursuant to the Notices provisions in Section 26 hereof) prior to the then-scheduled Closing Date (hereinafter defined) or such other deadline which is expressly stated herein.

e. Payment for Inspections. County and CFX shall pay for all work and inspections performed by County or CFX, respectively, or on behalf of either County or CFX on or in connection with the West Property and shall not permit the filing of any lien against the West Property or Tavistock Easement Areas (or any portion thereof) in favor of any contractor, materialman, mechanic, surveyor, architect, engineer, laborer, or any other lienor performing services or supplying materials to the West Property or the Tavistock Easement Areas on CFX's or County's behalf or at CFX's or County's request. This subsection shall survive Closing and termination of this Agreement, whatever the reason for termination.

f. Protection of Owners. CFX and County shall maintain, and shall cause each of their contractors performing work on the West Property on their behalf to maintain, a policy or policies of commercial general liability insurance, with a combined single limit of not less than \$1,000,000 and \$2,500,000 in the aggregate protecting the Owners from claims, actions, losses, and liability relating to entries by or on behalf of CFX or County, as applicable, onto the West Property. This policy shall name the Owners and their officers, directors, employees, and agents as additional insureds. This policy shall be underwritten by an insurance company meeting the Owners' reasonable approval. CFX and County, or their contractors, shall deliver to the Owners a certificate or other evidence of such insurance before entering onto, or causing entry by another onto, the West Property. County and CFX, as a condition to either Party's exercise of its right of entry hereunder, agree to protect and indemnify the Owners with respect to liens, claims, expenses, damages, losses, obligations, and liabilities resulting from the exercise by County or CFX, or any of their agents, of this right of entry. Nothing contained herein shall be deemed a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, County and CFX (but not their contractors) may each elect to self-insure for general liability with coverage

limits as set forth in Section 768.28, Florida Statutes, and shall provide an affidavit or certificate of insurance evidencing self-insurance commercial insurance for up to sovereign immunity limits and the Owners agree to accept such insurance with regard to County and CFX. This subsection shall survive Closing and termination of this Agreement, whatever the reason for termination.

8. **Evidence of Title.** No later than twenty (20) days before Closing, the County, or County's designee or assignee, may obtain, at the County's sole cost and expense, a commitment or commitments for a policy of Owner's Title Insurance (the "Commitment") based on the legal descriptions obtained by the County, or County's designee or assignee, in accordance with Section 9 hereof, which shall be written on a nationally recognized title company of County's or CFX's choosing (the "Title Company"). The County will deliver (or will cause the Title Company to deliver) copies of the Commitment and all documents constituting the exceptions referred to in the Commitment to each affected Owner. The Commitment shall bind the Title Company to deliver to the County a policy of Owner's Title Insurance which shall insure the County's title to the West Property (and, if desired, any beneficial easements) in an amount equal to the Purchase Price. The County shall have five (5) days from the date of receipt of the latter of the Commitment or the Survey (as defined below) to examine the Commitment and Survey and notify Owner in writing of any defects, a defect being a matter which would render title unmarketable or render the West Property unsuitable, in the County's reasonable discretion, for the Project. The applicable Owner shall have ten (10) days from receipt of notice of the title defect (the "Title Curative Period") within which to remove (or notify County of any Owner's refusal to remove) such defect(s), and if the Owner is unsuccessful in removing, or elects not to remove, the same within said time period, the County or CFX shall have the option as its sole and exclusive remedy of: (i) accepting title as it then is without reduction in Purchase Price; or (ii) terminating this Agreement, whereupon each Party shall then be released of all further obligations hereunder, which option shall be made in writing within three (3) days after the expiration of the Title Curative Period. The Owners shall have no obligation to, and in its sole discretion may elect not to, undertake removal of any or all title defects identified in the County's notice of title defects, except to the extent such defect relates to a mortgage, lien, taxes, charges, or assessments on the West Property, or any portion thereof. The Owners' failure (or refusal) to correct a defect shall not constitute a default by the Owners. This obligation does not obligate the Owners to spend in excess of Ten Thousand and No/100 Dollars (\$10,000.00) (in the aggregate and not per individual Owner) to resolve said defects, except to the extent such defect relates to a mortgage, lien, taxes, charges, or assessments on the West Property, the Tavistock Easement Areas, or any portion thereof. In the event any of the foregoing time periods extend beyond the Closing Date, the Closing Date shall extend accordingly. Those matters reflected in the Commitment and Survey and accepted in writing (or deemed accepted) by the County, shall be deemed and collectively referred to herein as the "Permitted Exceptions". Additionally, the Permitted Exceptions shall include: (a) the easements expressly contemplated hereunder to be recorded at or prior to Closing, (b) an electric easement in favor of Orlando Utilities Commission over and across that portion of the West Property more particularly described in **Exhibit "E-1"** attached hereto and made a part hereof to be granted in such form and content as mutually agreed upon by the applicable Parties no later than five (5) business days prior to Closing and to be recorded at or prior to Closing ("OUC Easement Agreement"); (c) a sanitary sewer easement in favor of the City of Orlando over and across that portion of the West Property more particularly described in **Exhibit "E-2"** attached hereto to be granted in such form and content as mutually agreed upon by the applicable Parties no later than five (5) business days prior to Closing and to be recorded at or prior to

Closing (“Sanitary Sewer Easement Agreement”); (d) the LNB Drainage Easement (as herein defined); and (e) a temporary construction and access easement in favor of the Lake Nona Land Company, LLC over and across that portion of the West Property designated for the OUC Easement Agreement for the construction and installation of the conduit necessary to serve OUC’s facilities to be granted in such form and content as mutually agreed upon by the applicable Parties no later than five (5) business days prior to Closing and to be recorded at or prior to Closing (“Temporary Construction Easement Agreement”)(collectively, the “Pending Easements”). The Owners agree and acknowledge that County and CFX hereby object to the restrictions more specifically set forth in the Deed of Conservation Easement between the Greater Orlando Aviation Authority, City of Orlando, and the SFWMD recorded on January 14, 2010 as Document Number 20100028591 in the Public Records of Orange County, Florida, and that certain Amended and Restated Conservation Easement between LNL, City of Orlando, and SFWMD dated February 28, 2007 and recorded May 16, 2007 in Official Records Book 9262, Page 2315 in the Public Records of Orange County, Florida (collectively, the “Conservation Easements”) and that the Owners shall resolve and cure the title objection to the Conservation Easements post-closing in accordance with the provisions of Section 13.b.(vii) hereof as one of the Construction Contingencies (hereinafter defined). In the event County or CFX elect to obtain a Survey, the lands to be encumbered at Closing by the Pending Easements shall be described and depicted on the Survey. County shall take title to the West Property subject to the Permitted Exceptions. At Closing, the County shall pay the premium for the Owner’s Title Insurance Policy (including any endorsements thereto) to be issued. Notwithstanding anything contained herein to the contrary, CFX may, at CFX’s sole and absolute discretion, exercise any of County’s rights set forth in this Section 8 in accordance with the terms and conditions of the Transition Agreement and Funding Agreement by providing written notice of such election to County and Owners.

9. **Survey.** No later than twenty (20) days before Closing, the County or CFX may have the West Property and Tavistock Easement Areas (if desired) surveyed at its sole cost and expense (the “Survey”). If the County elects to obtain a Survey, the Survey shall be performed and certified to each applicable Owner, the County, the Title Company issuing the Commitment in accordance with applicable law, statutes and regulations and shall have located thereon all matters listed in the Commitment which are capable of being shown on a survey. Pursuant to Section 8 above, the County, or County’s designee or assignee, may object to Survey conditions, which shall then be treated as title exceptions and cured, or not cured, as applicable, in accordance with the Section 8 above. In lieu of obtaining a boundary survey, the County, or County’s designee or assignee, may elect to prepare, or have prepared on their behalf, certified legal descriptions and sketches of the West Property and the Tavistock Easement Areas. Because of the need for legal descriptions at Closing, CFX shall obtain at its expense either the Survey or the certified legal descriptions and sketches. The surveyor shall provide certified legal descriptions and sketches of said descriptions delineating the West Property into various portions of right of way (separated by ownership) and the legal descriptions will be included in the easement agreements executed and delivered at Closing by Owner in addition to the Deeds (as defined below). Upon request of County, the legal description from such Survey or sketch and description shall be substituted in the Deeds or applicable easement agreements conveying, or granting an easement over, the West Property at Closing, subject to Owners’ reasonable approval of that legal description. No later than twenty (20) days before Closing, County shall provide the Owners with a complete and accurate legal description of the West Property for review and approval within ten (10) days. If the Owners do not object to the legal description within said ten (10) day period,

the legal description shall be deemed approved by the applicable Owner. Once approved by the Owners, the legal description shall be included in the documents signed at Closing. Notwithstanding anything contained herein to the foregoing, CFX may, at CFX's sole and absolute discretion, exercise any of County's rights set forth in this Section 9 in accordance with the terms and conditions of the Transition Agreement and Funding Agreement by providing written notice of such election to County and Owners. In the event CFX does not obtain a current Survey of the West Property and/or the Tavistock Easement Areas, then the standard survey exceptions will not be removed from the title policies. Further, CFX acknowledges and agrees that the title policies may include a specific survey exception based on the Survey.

10. **Conditions Precedent to Obligation to Close.**

a. **County's Conditions to Close.** County's obligation to purchase the West Property and the Easements shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "County's Conditions to Close") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

i. The representations, warranties and covenants of the Owners contained in this Agreement shall be true and correct as of the Closing Date in all material respects.

ii. Owners shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Owners or prior to the Closing.

iii. The Title Company is unconditionally bound to issue the owner's title insurance policy in favor of CFX in the full amount of the Purchase Price, subject only to the Permitted Exceptions.

iv. The West Property and Tavistock Easement Areas shall not have been materially affected by any legislative or regulatory change, or any flood, accident or other materially adverse event that would prevent or prohibit the use of the West Property for the Project.

v. CFX and Tavistock shall have agreed upon the form, manner, location and content of the easement agreements conveying the easement interests in the Offsite Drainage Easements, Air Rights Easements, Pier Foundations Easements (hereinafter defined), CFX Temporary Construction Easements, Local Road / Pond Temporary Construction Easement, TDCP Temporary Construction Easement(s), and the Pending Easements. The Offsite Drainage Easements, Air Rights Easements, Pier Foundations Easements, CFX Temporary Construction Easements, Local Road / Pond Temporary Construction Easement, and TDCP Temporary Construction Easement(s) shall be collectively referred to herein as the "Easements".

vi. Owners shall, at Owners' cost and expense, exempt (or shall cause the West Property to be exempt) from any assessments levied by the CDD, or any homeowners association or property owners' association applicable to the West Property.

b. **Owners' Conditions to Close.** Each Owner's obligation to sell the West Property and the Easements shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "Owners' Conditions to Close" and together with

CFX's Conditions to Close being referred to herein as the "Conditions to Closing" or "Conditions to Close") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

(i) The representations, warranties and covenants of County and CFX contained in this Agreement shall be true and correct as of the Closing Date in all material respects.

(ii) County and CFX shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by County and CFX or prior to the Closing.

(iii) The West Property and Tavistock Easement Areas shall not have been materially affected by any legislative or regulatory change, or any flood, accident or other materially adverse event that would prevent or prohibit the use of the West Property for the Project.

(iv) The Owners shall have agreed upon the form, manner, location and content of the easement agreements conveying the easement interests in the Easements and the Pending Easements.

c. The Parties shall exercise commercially reasonable, diligent and good faith efforts to cause their respective Conditions to Close to be satisfied. The Parties may at any time or times on or before Closing, at each of their election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by County and CFX and delivered to Owners or vice versa, as to the applicable Conditions to Closing.

d. In the event any of the foregoing Conditions to Closing or other conditions to this Agreement are not fulfilled or waived by the applicable Parties prior to the date of Closing, the Party who is benefited by such Conditions to Closing may elect, as its sole and exclusive remedy, to: (i) terminate this Agreement, (ii) waive any outstanding Conditions to Close and proceed to close and acquire the West Property and Easements without adjustment to the Purchase Price; or (iii) waive any of the Conditions to Close and, if and to the extent applicable and provided that the Parties mutually agree to the form and content, enter into a post-closing agreement or escrow agreement establishing a time certain to complete the unfinished conditions ("Post Closing Conditions") and the provision of a method to financially secure any Post Closing Conditions ("Post Closing Agreement").

11. Closing Date and Closing Procedures and Requirements.

a. Closing Date. The closing of the purchase and sale contemplated under this Agreement (the "Closing") shall be held on or before thirty (30) days from the expiration of the Inspection Deadline, or such earlier date selected by the County or CFX by providing not less than ten (10) days' prior written notice to Owners but in no event later than March 31, 2022 (the "Closing Date"), at the offices of the County, or the County's attorney, by mail or courier, or any other place which is mutually acceptable to the Parties.

b. Closing Concurrent with Conservation Lands. Unless otherwise subsequently mutually agreed upon in writing by the Parties, the lands conveyed under this Agreement, the East Segment Roadway Agreement, and the Conservation Lands Agreement will all close on the Closing Date; provided, however, the Parties acknowledge and agree that the deeds, conservation easements and other closing documents for the East Property, SLR Easement Areas, and Conservation Lands shall be held in escrow, pursuant to the terms of a separate escrow agreement (the "Escrow Agreement"), until the East Property Construction Contingencies as defined in the East Segment Roadway Agreement, and the Conservation Lands Contingencies, as defined in the Conservation Lands Agreement, and any other additional contingencies set forth in the Escrow Agreement have been satisfied. Accordingly, by way of clarification and notwithstanding any conflicting provision of this Agreement, the Closing under the East Segment Roadway Agreement and the Conservation Lands Agreement will be effective as of the closing under this Agreement but will not be released from escrow until the East Property Construction Contingencies and the Conservation Lands Contingencies have been satisfied.

c. Delivery of Possession. Title to the fee simple interests in the West Property and the Easements in the Tavistock Easement Areas shall transfer as of the Closing Date, unless otherwise mutually agreed upon by the Parties and, on or before said Closing Date, the Owners shall abandon and vacate the West Property and shall remove all personal property not included in this transaction that the Owners intend to remove from the West Property and for which the County has not paid the Owners as part of the Closing (except as otherwise provided in any licenses and leases included in the Permitted Exceptions). Except as otherwise provided in the Permitted Exceptions, the Owners shall surrender possession of the West Property to the County at the Closing free of any tenancies, sub-tenancies, or encumbrances, or by separate agreement of the Parties entered into prior to the Closing. Except as otherwise provided in any licenses and leases included in the Permitted Exceptions, any personal property or fixtures left by the Owners upon the West Property after the Closing Date shall be presumed to be abandoned, and the County will have the right to remove and destroy such property or fixtures without any responsibility or liability to any applicable Owner for any damages or claims whatsoever.

d. Prorating of Taxes and Assessments. Each of the Owners shall pay all taxes, assessments, and charges applicable to its portion of the West Property for the period of time prior to the Closing Date. All such taxes, assessments and charges shall be prorated as of the Closing Date. At Closing, each Owner will pay to the County or the closing agent, by credit to the Purchase Price or otherwise, such Owner's pro rata share of all taxes, assessments and charges as determined by the applicable taxing governmental authorities against its portion of the West Property and shall comply with the provisions of Section 196.295, Florida Statutes.

e. Closing Costs. The County shall, at Closing, pay: (i) the cost of recording the Deeds delivered hereunder and the easements agreements to grant the Easements; (ii) all costs pertaining to the Commitment, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements requested by the County, and all costs related to the issuance of the Commitment and a title insurance policy insuring title to the West Property, should the County desire to obtain a title insurance policy on the West Property; (iii) all of the costs and expenses associated with the Survey or the sketch and legal descriptions, as applicable; and (iv) any and all cost and expenses associated with its inspections including, without limitation, recertifying and updating the Environmental Studies and Follow-up Assessments. All other costs

incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Orange County, Florida. The Parties anticipate the conveyance of the West Property will be exempt from documentary stamp taxes as a conveyance in lieu of condemnation. (See Section 12B-4.014(13), F.A.C.). If the Florida Department of Revenue or any authority with jurisdiction shall determine documentary stamp taxes must be paid on the conveyance of the West Property, the Owners shall pay the documentary stamp taxes at Closing. CFX shall reimburse County for any and all closing costs in accordance with Section 5 of the Funding Agreement.

f. General Closing Documents. At Closing, the Owners shall sign and provide to County the Deed(s) conveying fee simple interest in the West Property, the easement agreements conveying the Easements set forth herein in accordance with the terms hereof, a closing statement, an owner's affidavit sufficient to allow the Title Company to delete the applicable standard exceptions from the title policy, including matters referenced in Section 627.7842(1)(b) and (c), Florida Statutes, and an affidavit that such Owner is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as same may be amended from time to time (which certificates shall include such Owner's taxpayer identification numbers and address or a withholding certificate from the Internal Revenue Service stating that such Owner is exempt from withholding tax on the Purchase Price under FIRPTA), an appropriate resolution authorizing such Owner to engage in the transaction, and such other documents as are necessary to complete the transaction as contemplated herein. If, at the time of Closing, any Owner holds title to the West Property in the form of a partnership, limited partnership, corporation, limited liability company, trust, or any form of representative capacity whatsoever, then at Closing such Owner(s) shall sign a Beneficial Interest Affidavit described in Section 286.23, Florida Statutes, as applicable (a copy of which is attached hereto as **Exhibit "F"**). Each Party shall also sign and deliver such additional documents, and take such other actions, as may be necessary or appropriate to implement or perform provisions of this Agreement and allow the Title Company to insure County's title in and to the West Property (and, if desired, any beneficial easements). Each closing document will be consistent with and will implement applicable provisions of this Agreement, and the form and content shall be subject to the reasonable approval of the Parties.

g. Legal Descriptions. The Parties understand and agree that the legal descriptions of the West Property and the Easements may not be finalized until the design for the Project is completed or until the future development of each Owner's adjacent lands is designed and permitted. As such, in the event the legal descriptions attached to the Deeds or the easements agreements granting the Easements need to be modified post-closing, the Parties shall cooperate and work in good faith to execute any and all documents reasonably necessary to accommodate the revisions to the legal description and any closing documents required to effectuate the revisions to the legal descriptions, provided; however, in no event shall County, or County's successor in interest, be required to accept, in its sole and absolute discretion, a decrease in the total acreage of the West Property or Easements without compensation therefore, or otherwise incur any additional costs or expenses, directly or indirectly, to revise the legal descriptions, including, without limitation, costs and expenses for the (i) preparation of the sketch and legal descriptions, surveys or closing documents, (ii) recording the deeds, easements agreements or any documents required to revise the legal descriptions; and (iii) title search and commitment fees, or title insurance premiums to update the title policies previously issued to CFX, if any. The Owners understand and acknowledge that once the Project is under design, any revisions to the legal descriptions for the

Project will potentially require a redesign of the Project. In the event the Owners request to revise the legal descriptions for the West Property or Easement subsequent to CFX advertising for the design of the Project, the Owners agree to pay any and all costs required to redesign the Project to account for the revisions to the legal descriptions of the West Property and Easements. The foregoing terms and provisions shall expressly survive Closing.

12. **Conveyance of Title.**

a. At the Closing, each of the Owners shall execute and deliver to the County a Special Warranty Deed for their respective portions of the West Property (collectively referred to herein as the “Deeds”, or individually as a “Deed”) conveying fee simple record title of its respective portion of the West Property to the County, free and clear of all liens, outstanding general and special assessments, easements, reservations, restrictions and encumbrances whatsoever except for the Permitted Exceptions and other title exceptions to which County has not objected or which County has agreed to accept pursuant to Section 8. Notwithstanding anything contained herein to the contrary, County shall execute and deliver to CFX a special warranty deed and any other closing documents reasonably required by CFX to convey the County’s fee simple record title of the West Property and assign any easements interests in the Easements to CFX in accordance with Section 5 of the Funding Agreement.

b. **Use Restriction and Alternate Use Restriction.** The Deeds will contain a restrictive covenant limiting use of the West Property in substantially the following form (“Use Restriction”):

“Use of the West Property shall be restricted and limited to construction, maintenance, repair, replacement, and operation of a limited access highway (the “Primary Use”) and such other public transit or transportation facility or other public transit or transportation use ancillary to or in support of the Primary Use which is reasonably approved by the governing board of CFX (the “Ancillary Use” and together with the Primary Use referred to herein collectively as the “Permitted Use”). No Ancillary Use shall at any time be permitted in the absence of, or in lieu of, the Primary Use. Concurrent with a Permitted Use (but not before or in lieu thereof), use of the West Property may also include stormwater management ponds and facilities, lighting, landscaping, and underground (unless otherwise located on the bridge structures) public utilities, and communications facilities and other improvements and facilities appurtenant to and otherwise in support of the Permitted Use (collectively, the “Ancillary Facilities”); provided, however, (a) County and County’s successors in interest or assigns, shall not, without prior written consent of the Owner, authorize use of the West Property for communications facilities providing service to any lands lying within the Lake Nona Planned Development (as generally described in that certain Ordinance of the City of Orlando, Florida, adopted by the City Council on December 10, 2018 under Document Number 1812101204, as reflected in that certain Municipal Planning Board Staff Report dated July 16, 2019 under ZON2019-10015, as amended by that certain Municipal Planning Board Staff Report approved on September 8, 2020 under ZON2019-10035, and that certain Ordinance No. 2021-46 of the City of Orlando, Florida, adopted by the City Council on July 19, 2021 under Document Number 2107191204), and (b) in no event shall the West Property be used for high-speed air mobility transportation facilities or similar uses. The West Property shall not be used for any other purposes or uses whatsoever. This restriction will run with title to the West Property for a term of fifty (50) years from the date and time of recording of this Special Warranty

Deed, as it may be extended automatically as expressly provided herein (the "Term") and be enforceable by Owner and its successors in interest, and assigns, in perpetuity. The persons and entities from time to time entitled to enforce this Use Restriction may do so by invoking all remedies at law and in equity, including without implied limitation specific performance and injunction.

In the event (1) any of the Construction Contingencies defined in Section 13.b. (i) through (ix) is not satisfied on or before the Construction Contingency Deadline; (2) if CFX fails to complete the construction of the West Segment (as defined herein) on or prior to the West Segment Completion Deadline (as defined herein), subject to delays caused by any Force Majeure Event; or (3) if during the Term, the West Property, or any portion thereof, ceases on a permanent basis to be used for the Permitted Use (collectively, a "Repurchase Event"), the Owners may elect to pursue any remedies available at law or in equity, and each Owner(s) who transferred the West Property and Easements (or applicable portions thereof) to the County shall have the assignable right to repurchase the portion of the West Property (together with the appurtenant Easements or the applicable portion thereof) conveyed by that Owner (either entirely or with respect only to the portion thereof that ceases to be so used) at a purchase price equal to the original purchase price paid by County for the West Property (or applicable portion thereof) (the "Right of Repurchase"). To the extent only a portion of the West Property ceases to be used for the Permitted Use, the purchase price for the Right of Repurchase shall be prorated against portions of the West Property and the Easements for any partial repurchase based on the original allocation of purchase price determined by the Owners at Closing and mutually agreed upon by the County at Closing pursuant to this Agreement. County and its successors in interest shall promptly notify the Owners in writing of the occurrence of a Repurchase Event ("Notice of Repurchase Event"). Notwithstanding the foregoing, in the event one or more of the Construction Contingencies have not been satisfied, or cannot be satisfied by the Construction Contingency Deadline (as it may be extended pursuant to Section 13.c below), regardless of whether such Construction Contingency Deadline has passed, after good faith and diligent efforts of County or its successors in interest, County or its successors in interest may, but are not obligated to, provide a Notice of Repurchase Event to the Owners. No later than one thousand ninety-five (1,095) days from receipt of such Notice of Repurchase Event (the "Repurchase Period"), the applicable Owner(s) shall notify County or County's successors in interest, in writing, of its intent to exercise its Right of Repurchase (the "Repurchase Notice"). In no event shall the Owners be permitted to purchase only a portion or segment of the West Property and appurtenant Easements (or the applicable portion thereof) without the express written consent of County or its successors in interest. In the event one or more of the Owners elects to repurchase the West Property and Easements ("Electing Owners") and one or more Owners is unable or unwilling to repurchase the West Property and Easements, the Electing Owners, or their assignees, shall be required to repurchase all of the West Property and Easements unless otherwise waived in writing by County or its successors in interest. Within thirty (30) days of County or County's successors in interest receipt of the Repurchase Notice, the parties shall negotiate in good faith to enter into a repurchase agreement based on the customary and standard terms for an arm's length transaction of this nature, or if such repurchase agreement cannot be agreed upon in form then the parties shall use the then current FARBAR form commercial contract; provided, however, subject to the conditions and requirements hereof: (i) the applicable Owner(s) will accept the physical condition of the West Property and Easements "as-is where-is" subject, however, to (a) the applicable Owner(s)' right to terminate or extinguish any easements benefiting County, CFX or other third-parties in anticipation of or in furtherance of the Permitted Use and any Ancillary

Facilities, all of which shall be subordinate and subject to Owners' Right of Repurchase (b) the County or County's successors in interest obligation to remove any monetary liens or encumbrances created by or through said party, and (c) the automatic release and termination of the Use Restriction; (ii) County or County's successor's in interest shall not be required to pay for any title insurance search or owners' policy or survey but shall be responsible for the costs of recording the deed, recording all title curative documents, transfer taxes, and any closing/escrow fees; (iii) County or County's successors in interest shall reconvey the West Property (or the applicable portion thereof) by special warranty deed and shall deliver exclusive possession thereof to the applicable Owner concurrently with the closing; and (iv) County, or County's successors in interest, whichever is applicable, shall prepare all documents related to the repurchase closing.

On an Owner's repurchase of any of the West Property pursuant to this Section, unless the Owner expressly agrees otherwise, title for the applicable portion of the West Property shall vest in the Owner free and clear of and unburdened by any matter to which the title was made subject after the original conveyance by Owners.

For purposes of this restriction, the West Property, or any portion thereof, shall be deemed permanently to cease being used as a limited access highway or Permitted Use if once the limited access highway or Permitted Use has opened to the general public for use, the highway or any lane or other portion thereof is closed to general public use for reasons other than temporary maintenance, repair, expansion, or upgrade for a period exceeding twenty-four (24) consecutive months. If County or its successors in interest at any time cease using the West Property, or any portion thereof, on a permanent basis as a limited access highway but fail in writing to so notify Owners, then Owners may at any time invoke any of the remedies provided in this deed, including, without implied limitation, the Right of Repurchase. The Use Restriction shall be prior and superior to all rights, titles, and other claims and interests granted, attaching, or otherwise affecting the West Property, or any portion thereof, after the date of this deed; and the Owners' taking title to the West Property (or applicable portion) through repurchase shall extinguish such rights, titles, claims, and interests without further action. The Owners' title for any portion of the West Property as a result of a repurchase shall not be subject to any such rights, titles, claims, and interests.

Notwithstanding the foregoing or anything contained herein, the Owners understand and acknowledge that County or its successors in interest will be required to maintain a minimum right-of-way width of 330 feet and minimum stormwater volume of 104 acre feet to operate a limited access highway and in no event shall the Owners, without the express written consent of County or its successors in interest be permitted to repurchase a portion of the West Property or Easements that would result in a minimum right-of-way width of less than 330 feet and minimum stormwater volume of 104 acre feet, or that would otherwise impact County's or its successors in interest's ability to operate the limited access highway on the remaining portions of the West Property.

In the event the Owners fail to provide a Repurchase Notice within the Repurchase Period, the Use Restriction shall automatically expire and shall be of no further force and effect. In such event, at no cost or expense to the Owners, the Owners shall cooperate and work in good faith with County or its successors in interest, to modify any existing development orders, planned developments, or other governmental approvals to enable the use of the West Property for uses other than the Permitted Use and Ancillary Facilities (the "Land Use Changes") provided that such Land Use Changes do not have an Adverse Impact (as defined herein) on any Owners or any of

their successors in title or any of their affiliates or on adjacent real property owned by them. As used herein, the term "Adverse Impact" shall mean any consequence directly attributable to any Land Use Changes which consequence is materially adverse to the development, to the use, or to the cost of development or use, of any of the properties or improvements (existing or proposed) owned by Owner or their successors in title or affiliates lying within two (2) miles of the boundary of the Lake Nona Planned Development (the "Adjacent Lands"), or to the entitlements, mitigation, capacity and/or vested rights under any land use approvals for the Adjacent Lands.

Subsequent to the expiration of the Use Restriction, in the event County or its successors in interest receive a bona fide offer from a third-party buyer for the purchase of the West Property, or any portion thereof, and if County or its successors in interest desires to accept said offer, County or its successors in interest shall cause said offer to be reduced to writing and shall deliver a complete and accurate copy of the bona fide third party offer to Owners, together with County's or its successors in interests' intent to accept the same ("Offer Notice"). The Owners shall have the right, but not the obligation, to repurchase that portion of the West Property identified in the Offer Notice, together with any appurtenant Easements (or the applicable portion thereof), upon the terms and at the price set forth in the Offer Notice ("ROFR"). The ROFR shall only be applicable to that Owner who is the predecessor in title to that portion of the West Property identified in the Offer Notice. The Owners shall have thirty (30) days from receipt of the Offer Notice to notify County or its successors in interest of Owners intent to purchase that portion of the West Property identified in the Offer Notice. If all of the applicable Owners do not timely accept the Offer Notice, as-is and without modification, County or its successors in interest may proceed to sell the West Property and appurtenant Easements (or the applicable portion thereof) to the third-party buyer making the offer, and upon the closing of such sale, the Owners' ROFR set forth herein (as to the portions of the West Property contained in the Offer Notice) shall automatically extinguish and expire and shall be of no further force and effect as to any subsequent transfers of that portion of the West Property contained in the Offer Notice. If some but not all of the applicable Owners do not timely accept the Offer Notice, as-is and without modification, County or its successors in interest shall then be required to send a second 30-day notice to those Owner(s) who have accepted the Offer Notice providing them with an option to accept the Offer Notice on those portions of the West Property that were rejected by the other applicable Owners, and to the extent the Offer Notice is not accepted as to all of the West Property contained therein by such Owners, County or its successors in interest may proceed to sell the West Property and appurtenant Easements (or the applicable portion thereof) to the third-party buyer making the offer, and upon the closing of such sale, the Owners' ROFR set forth herein (as to the portions of the West Property contained in the Offer Notice) shall automatically extinguish and expire and shall be of no further force and effect as to any subsequent transfers of that portion of the West Property contained in the Offer Notice. In the event Owners accept the terms of the Offer Notice, Owners and County or its successors in interest shall proceed under a contract formed pursuant to the terms of the Offer Notice. With respect to any portion of the West Property, this ROFR shall only be effective as to the first transfer by County of the portion of the West Property that occurs subsequent to the expiration of the Use Restriction and will continue in effect with respect to all other portions until the first transfer thereof by County. In the event an Owner accepts the terms of the Offer Notice and acquires the West Property (or a portion thereof), unless the Owner expressly agrees otherwise, title for the West Property (or applicable portion) shall vest in the Owner free and clear of and unburdened by any matter to which the title was made subject after

the original conveyance thereof by Owners, all of such matters being subordinate and subject to the ROFR.

Notwithstanding anything contained herein to the contrary, the Term of the Use Restriction shall be automatically extended upon the occurrence of each of the following events:

(i) if the Construction Contingency Deadline is extended pursuant to Section 13.c.(i) or (ii) of [the Agreement], then the Term shall automatically be extended for an equal period of time.

(ii) if the West Segment Completion Deadline is extended due to a Force Majeure Event, then the Term shall automatically be extended for an equal period of time.”

(iii) Each Owner shall have the right from time to time, at such Owner’s expense and as to such Owner’s respective portion of the West Property, to install and maintain utility crossings perpendicular to the SR 417 right-of-way or Osceola Parkway Extension right-of-way in locations and configurations subject to CFX’s prior written approval, not to be unreasonably withheld, conditioned or delayed, and pursuant to CFX’s then standard right-of-way permits and procedures for utility crossings. The Owners’ rights under this subsection shall survive Closing and be referenced in the Deeds.

The terms of this Section 12 shall survive Closing and shall be incorporated into the Deeds and the easements agreements granting the Easements by reference hereto.

13. **Construction Contingencies and Right to Repurchase.**

a. **Requirement to Design and Construct West Segment.** In the essence of time, no later than three (3) months from the later of (i) Closing or (ii) satisfaction of any Post Closing Conditions the Post Closing Agreement required to be completed as a condition of advertising for design of such first segment (collectively the “Deadline to Advertise”), CFX shall proceed with the advertisement for design of the first segment of the Project starting from SR 417 (including the Lake Nona Revised Interchange which shall be designed and constructed in order to accommodate the Ultimate Local Interchange) on the westerly end through to the easterly terminus approximately at the easterly right-of-way of Narcoossee Road (as depicted on **Exhibit “D-3”** and referred to herein as the “West Segment”). The Owners understand and acknowledge that CFX shall have the right to advertise for the design of the West Segment in one or more advertisements or phases, provided; however, in the event of multiple advertisements or phases, the first advertisement shall occur no later than the Deadline to Advertise. The Owners understand and acknowledge that CFX will advertise for the design of the second segment starting at the easterly right-of-way of Narcoossee Road on the westerly end through to the easterly terminus approximately at the easterly extension of Cyrils Drive (as depicted on **Exhibit “D-4”** and referred to herein as the “East Segment”) within six (6) months of the satisfaction of the Construction Contingencies applicable to the East Segment as defined in the East Segment Roadway Agreement. Upon advertisement for design for each segment, CFX shall use good faith and diligent efforts to commence construction. Once construction has commenced, CFX shall use good faith and diligent efforts to complete construction of the West Segment no later than ten (10) years from the satisfaction (or waiver by County or its successors in interest) of the Construction

Contingencies, unless such deadline is otherwise mutually extended by the Parties hereto in writing (“West Segment Completion Deadline”).

b. Construction Contingencies. In order to ensure the West Segment is constructed, the following conditions (collectively, the “Construction Contingencies”) must be satisfied no later than ten (10) years from the date of the Deeds, subject to extension or waiver as provided below (“Construction Contingency Deadline”):

(i) CFX's having secured from all applicable governmental authorities all Final Approvals (as defined herein) for any and all Permits and other authorizations for constructing and operating the West Segment of the Project Alignment. “Final Approvals” shall mean the issuance by all applicable governmental authorities for constructing and operating the Extension within the West Segment of the Project Alignment, which approvals are either (1) affirmed on administrative and judicial review by final order of judgment for which no appeal is or can be taken in accordance with applicable Law, or (2) in effect beyond the period of limitations for administrative and judicial review in accordance with applicable Law, during which period no action or other proceeding is instituted for review or challenge thereof.

(ii) Final resolution of any challenges and appeals brought against those Permits or the designation of the West Segment of the Project Alignment for the Project.

(iii) CFX shall have completed the design of the West Segment of the Project and shall notify Owners it is prepared to advertise for the construction of the Project.

(iv) Reimbursement by the Florida Department of Transportation (“FDOT”) to the County for the purchase of the West Property and Easements in the amount set forth in, and in accordance with the terms and conditions of, the Amendment to Joint Participation Agreement between the State of Florida Department of Transportation and Osceola County dated March 16, 2018 (“JPA”). If FDOT provides written notice at any time prior to the Construction Contingency Deadline that it will not fund the reimbursement of the Purchase Price for the West Property in accordance with the terms and conditions of the JPA, then this contingency shall be deemed unsatisfied. Notwithstanding the foregoing, CFX may, in its sole and absolute discretion, elect to waive this condition.

(v) CFX shall have secured any and all property rights reasonably required for the construction of the Project after using good faith and diligent efforts, which efforts shall include, without limitation, the exercise of CFX’s power of eminent domain if deemed reasonably necessary in the sole discretion of the governing board of CFX.

(vi) The West Property and Tavistock Easement Areas, and the design, engineering, and construction of the Project have not been materially, adversely impacted by a Force Majeure Event (as defined herein).

(vii) Within thirty (30) days of receipt of CFX’s application for an environmental resource permit for the Project (for that section of the Project that is affected by the Conservation Easements) from the South Florida Water Management District (“SFWMD”) or a federal dredge and fill permit under section 404 of the Clean Water Act, permitted from the US

Army Corps of Engineers or the Florida Department of Environmental Protection ("FDEP") (individually, "Project Permit" and collectively, the "Project Permits"), Owners shall, at its sole cost and expense, initiate, prepare and submit to SFWMD and FDEP substantially complete applications to modify and amend SFWMD Permit No. 48-0195-S and 48-0063-S and US Army Corps of Engineers Permit No. 199805813 (IP-TB) (individually, the "Existing Permit" and collectively, the "Existing Permits") in order to obtain releases ("Releases") from the SFWMD, FDEP, and the City of Orlando, as applicable, of that portion of the West Property encumbered by the restrictions set forth in the Conservation Easements necessary for the Project as outlined in CFX's application. The Parties understand and agree that the modifications and amendments to the Existing Permits are most likely necessary to obtain the Releases, for the issuance of the Project Permits, and to permit the construction of the Project. To the extent CFX does not submit applications for the Project Permits concurrently, the Owner shall submit the application for the modification or amendment to the applicable Existing Permit within sixty (60) days of receipt of the application for the applicable Project Permit and shall submit the remaining application for modification or amendment within sixty (60) days of receipt of the application for the second Project Permit. The Owners shall, at its sole cost and expenses, in good faith employ commercially reasonable diligence to process and obtain the Final Approvals of the modifications of the Existing Permits and Releases from the SFWMD, FDEP, and the City, as applicable, including, without limitation, (i) identifying, purchasing, and conveying to SFWMD or the City of Orlando, any substitute property or mitigation credits to offset the credits that may have been previously obtained in connection with the recording of the Conservation Easements; and/or (ii) eliminating or reducing wetland impacts contemplated in the Existing Permits to remove the need for such credits. Said modification of the Existing Permits by Owners shall be sufficient to satisfy the requirements of the Release, although any mitigation for actual impacts to any wetlands within such areas released shall be satisfied at the cost and expense of CFX pursuant to the Project Permits. Owners shall cooperate in good faith with CFX to process the Releases and obtain Final Approval of the Project Permits, including, without limitation, joining in all applications and submissions, forms, or documents of any type that shall be reasonably required by any governmental authorities, and otherwise attending, answering or assisting in answering requests for information to facilitate the processing of the Releases and Final Approvals of the Project Permits.

(viii) Satisfaction of any Post Closing Conditions that a Post Closing Agreement entered into by the Parties specifies is a Construction Contingency.

(ix) Adequate funding and/or financing is available to complete the West Segment as designed and approved.

c. Extension of Construction Contingency Deadline.

(i) *CFX's Right to Extend.* If, prior to the Construction Contingency Deadline, CFX determines, after good faith and diligent efforts, there is a lack of available funds or financing to complete the West Segment as designed and approved, CFX shall have the right upon written notice to the Owners to extend the Construction Contingency Deadline for two (2) periods of up to twelve (12) months each to enable CFX to secure such additional funds or financing needed. Further, CFX covenants and agrees: (x) to provide prompt written notice to Owners upon becoming aware of any funding or financing deficit and specifying the amount of

said deficit, (y) to use commercially reasonable efforts to mitigate the effect of any funding or financing deficit, and (z) to continue to perform its other obligations hereunder.

(ii) *Owner's Right to Extend.* If despite the Parties' good faith and diligent efforts the Construction Contingencies are not satisfied ninety (90) days prior to the Construction Contingency Deadline for any reason, the Owners shall have the unanimous, one-time right upon written notice to CFX to extend the Construction Contingency Deadline up to, but not more than, sixty (60) months to a date that is mutually agreeable to CFX and Owners. If the Parties are unable to mutually agree upon the duration of the extension, the Construction Contingency Deadline shall extend for sixty (60) months.

(iii) *Effect of Extension.* In the event the Construction Contingency Deadline is extended pursuant to subpart (i) or (ii) above, the Term of the Use Restriction shall be extended for an equal period of time.

d. Owners' Right to Repurchase. In the event any of the Construction Contingencies in Section 13.b.(i) through (ix) is not satisfied on or before the Construction Contingency Deadline, as it may have been extended pursuant to subpart c. above, then the Owners of the West Property may elect to exercise the Right to Repurchase in accordance with the terms and conditions set forth in the Deeds. In no event shall the Owners be permitted to purchase some, but not all, of the West Property without the express written consent of County or its successors in interest. In the event one or more of the Electing Owners elects to repurchase the West Property and one or more Owners is unable or unwilling to repurchase the West Property, the Electing Owners shall be required to repurchase all of the West Property unless otherwise waived in writing by County or its successors in interest. Notwithstanding the foregoing, Tavistock reserves the right to assign this right to repurchase, or waiver of the right to repurchase, to any subsidiary or affiliated entity of Tavistock, to SLR or any subsidiary or affiliated entity of SLR, and to any third-party who is under contract with any Owners to receive a direct deed of the West Property and Easements at the closing of the repurchase; further, if any Owner elects not to exercise its right of repurchase, any other Owner hereunder may elect to exercise such declining Owner's right of repurchase. Notwithstanding anything contained herein to the contrary, in the event CFX completes construction of the West Segment by the West Segment Completion Deadline, Owners understand and agree that the Owners' Right to Repurchase the West Property and Easements pursuant to this Section 13.d shall be extinguished regardless of whether there are other construction contingencies remaining outstanding.

e. Waiver of Construction Contingencies and Right to Repurchase. CFX has the right, subject to the Owners' mutual agreement, which shall not be unreasonably withheld, conditioned or delayed, to elect to waive one or more of the Construction Contingencies by providing written notice to the Owners of CFX's waiver of such Construction Contingencies. In the event CFX elects to issue a notice to proceed with the construction on the West Segment prior to the satisfaction of the Construction Contingencies, CFX shall provide written notice to the Owners of such election at least thirty (30) days prior to issuing the notice to proceed with construction of the West Segment ("Construction Notice"). In the event of such election, the Owners have thirty (30) days from receipt of the Construction Notice to exercise the Right to Repurchase for the West Property based on the failure to satisfy the Construction Contingencies. In the event the Owners fail to exercise their Right to Repurchase for failure to satisfy the

Construction Contingencies, the Owners shall automatically be deemed to waive their Right to Repurchase as it relates to the satisfaction of the Construction Contingencies only. Notwithstanding the foregoing, in no event shall the commencement of construction of the West Segment impact Owners' Rights to Repurchase based on the failure to complete the construction by the West Segment Completion Deadline or the failure to use the West Property or Easements for the Permitted Use and Ancillary Facilities. The terms of this section shall survive Closing and shall be incorporated into the Deeds and the easements agreements granting the Easements by reference hereto.

f. No Further Encumbrances. From and after the Closing until the later of (a) the expiration of the Construction Contingency Deadline or the satisfaction of the Construction Contingencies, whichever occurs first, or (b) the date upon which the Owners waive (or are deemed to have waived) the right to repurchase the West Property as provided in subparagraphs d. and e. above, the County and the County's successors in interest shall:

(a) keep and maintain the West Property in good order and condition and will comply with and abide by all Laws and Permitted Exceptions affecting the West Property or its use.

(b) cause no waste or material alterations of the West Property except in accordance with the Use Restriction.

(c) pay all taxes and assessments relative to the West Property prior to the due date thereof.

(d) shall not offer to sell, transfer, donate, or lease any of the West Property, or any interest therein or claim thereto, to any other person or entity or enter into any verbal or written agreement, understanding, or contract relating to the sale, lease or conveyance of the Property or any interest therein.

(e) shall not encumber the West Property (or any portion thereof) in any manner except in accordance with the Use Restriction, except as mutually agreed upon by the Parties in writing.

g. Incorporation into the Deeds. The terms of this Section 13 shall survive Closing and shall be incorporated into the Deeds and the easements agreements granting the Easements by reference hereto.

h. Commercially Reasonable Diligence. County and CFX shall in good faith employ commercially reasonable diligence to satisfy the Construction Contingencies on or before the Construction Contingency Deadline.

14. Sequencing of Design of Interchanges. CFX shall initially be responsible to design and construct only the Lake Nona Revised Interchange as depicted on Exhibit "D-1" and the West Segment of the Project Alignment ("Initial Phase"). Notwithstanding, however, the design of the Lake Nona Revised Interchange shall be performed in such manner to ensure that the Lake Nona Revised Interchange will align with the Ultimate Local Interchange. CFX shall undertake reasonable good-faith efforts to expeditiously commence and complete design work

for the Ultimate Local Interchange in order to meet the construction requirements in the following sentence. When CFX traffic analysis determines that either or both of the Lake Nona Boulevard exit off SR 417 and the Boggy Creek Road exit off SR 417 functions at a level of service ("LOS") rating of "D" or worse, CFX will place construction of the Ultimate Local Interchange into its Five-Year Work Plan with the highest priority for construction in accordance with CFX's standard policies and procedures. Notwithstanding anything to the contrary contained herein, CFX shall not be obligated to construct the People Mover Flyover. This provision shall survive the Closing.

15. **Approval of Owners', County's and CFX's Boards.** Notwithstanding any apparently conflicting provision of this Agreement, although local or regional representatives of the Owners may have executed this Agreement, such execution shall be conditional and shall not bind Owners hereto until the respective Owner's applicable governing board or body ("Owner's Board") in its sole discretion shall have ratified and approved this Agreement. If an Owner's Board ratifies this Agreement, that Owner shall notify County and CFX in writing within ten (10) days after the Board meeting at which this Agreement was ratified, whereupon this Agreement shall be binding on that Owner in accordance with the terms hereof. Provided this Agreement is timely ratified by each Owner's Board, this Agreement shall continue in full force and effect, subject to the terms and provisions hereof. In the event an Owner's Board shall fail to ratify this Agreement within thirty (30) days after the Effective Date, this Agreement shall be deemed rejected by the Owner's Board. No later than thirty (30) days after receipt of written confirmation of all applicable Owner's Board approvals and ratifications of this Agreement, County shall present the Agreement for approval by the County Board of County Commissioners and shall notify Owners in writing within ten (10) days after the Board meeting at which this Agreement was approved, whereupon this Agreement shall be binding upon all Parties. No later than thirty (30) days after receipt of written confirmation of all applicable Owner's Board and County's Board approvals and ratifications of this Agreement, CFX shall present this Agreement for approval by the CFX Board and shall notify Owners in writing within ten (10) days after the Board meeting at which this Agreement was approved, whereupon this Agreement shall be binding upon all Parties. If this Agreement is rejected or deemed rejected by an Owner's Board, County's Board or the CFX Board, this Agreement shall automatically be null and void and of no further force or effect and the Parties shall be released from all further obligations and liabilities hereunder.

16. **Tavistock's Right to Advance Design of Lake Nona Revised Interchange, Ultimate Local Interchange, and People Mover Flyover and/or Construct Ultimate Local Interchange, Medical City Bridge, and People Mover Flyover.** Notwithstanding any other provision of this Agreement, Tavistock, or any successor in title of the West Property, shall have the option, but not the obligation, as follows:

a. **Ultimate Local Interchange / Medical City Bridge - Design.** Provided CFX has not yet commenced design work for the Ultimate Local Interchange (inclusive of the Medical City Bridge) concurrently with design of the Initial Phase as provided in Section 14 above, then Tavistock may, upon written notice to CFX, elect to advance design of the Lake Nona Revised Interchange (inclusive of the Medical City Bridge) and/or the Ultimate Local Interchange. In the event that Tavistock exercises this option, Tavistock and CFX will enter into a separate agreement or agreements that will implement, among other provisions, the following principles:

(i) CFX shall contract for and oversee such design work to be paid by Tavistock on a pay-as-performed basis. At regular intervals not more than monthly, CFX shall provide Tavistock with detailed statements and invoices for the design work performed and Tavistock shall be responsible to pay such invoices.

(ii) If Tavistock does not pay all such invoices in the agreed upon time period, CFX shall not be obligated to continue the design work but shall have the option to continue such design work on Tavistock's behalf and to recover the cost thereof from Tavistock. Tavistock's failure to pay any such invoices, however, shall not constitute an Owners' default of this Agreement, nor shall it impair Owners' rights or relieve or delay performance of County's or CFX's obligations under this Agreement.

(iii) Notwithstanding the foregoing, if Tavistock exercises this option and CFX ultimately proceeds to construct the Lake Nona Revised Interchange, but only in the event CFX proceeds to construction, then CFX shall reimburse Tavistock for the cost of design work advanced by Tavistock pursuant to this election.

b. Ultimate Local Interchange / Medical City Bridge - Construction. Upon completion of design of the Ultimate Local Interchange (inclusive of the Medical City Bridge), Tavistock, upon written notice to CFX, may elect to advance construction of the Medical City Bridge, and/or the Ultimate Local Interchange, and/or any segment thereof. In the event that Tavistock exercises this option, Tavistock and CFX (and, if applicable, the CDD (hereinafter defined)) will enter into a separate agreement or agreements that will implement, among other provisions, the following principles:

(i) At Tavistock's election, either CFX, Tavistock, or a CDD having jurisdiction over the West Property shall construct the Ultimate Local Interchange (inclusive of the Medical City Bridge) or any segment thereof, together with all appurtenant improvements associated therewith. CFX shall either secure or assist Tavistock (or, if applicable, the CDD) in its efforts to secure all Permits for the construction of the Ultimate Local Interchange (inclusive of the Medical City Bridge) or any segment thereof and all appurtenant improvements in accordance with the design and Plans therefor which shall include, without limitation, coordination with the City of the tie-in and limits of the future extension of Medical City Drive with the Medical City Bridge. The constructing party (whether CFX, Tavistock or the CDD) will then solicit for services to construct the Ultimate Local Interchange (inclusive of the Medical City Bridge) or any segment thereof and all appurtenant improvements in accordance with CFX's procurement requirements (and, if applicable, the CDD's procurement requirements unless the same otherwise conflicts with CFX's procurement requirements). Upon receipt and approval of the selected proposer or bidder, then the constructing party shall notify Tavistock and/or CFX, as applicable, of all estimated capital costs of construction of Ultimate Local Interchange (inclusive of the Medical City Bridge) or any segment thereof and all appurtenant improvements, including Permits, estimated costs of construction, construction engineering and inspection ("CEI") services, plus any contract contingency amount. The constructing party shall provide CFX with a financial guarantee of all such capital costs in the form of an irrevocable letter of credit, bond or other financial guarantee in favor of CFX in form and content acceptable to CFX in its sole discretion.

(ii) Unless Tavistock elects to perform the construction, Tavistock shall grant either CFX or the CDD such easements and other rights as may be reasonably necessary and appropriate to allow construction of the Ultimate Local Interchange (inclusive of the Medical City Bridge) or any segment thereof and appurtenant improvements to tie such improvements in with improvements on the adjoining property in form and content reasonably acceptable to Tavistock and CFX (or, if applicable, the CDD).

(iii) Upon satisfaction of the above conditions (i) and (ii), CFX will let construction of the Ultimate Local Interchange (inclusive of the Medical City Bridge) or any segment thereof and appurtenant improvements and shall thereafter either diligently pursue such construction or allow Tavistock or the CDD, whichever is applicable, diligently pursue such construction to completion in accordance with the Plans and all applicable Laws.

(iv) The constructing party (whether it is CFX, Tavistock or the CDD) shall construct the Ultimate Local Interchange (inclusive of the Medical City Bridge) or any segment thereof and appurtenant improvements at Tavistock's expense (if Tavistock is the constructing party) or at the CDD's expense (if the CDD is the constructing party) on a pay-as-performed basis. At regular intervals not more than monthly, the constructing party shall provide the paying party with detailed statements and invoices for the construction work performed and the paying party shall be responsible to pay such invoices.

(v) If the paying party does not pay all such invoices in the agreed upon time period, the constructing party shall not be obligated to continue the construction work but shall have the option to continue such on the constructing party's behalf and to recover the cost thereof from the paying party by drawing on Tavistock's financial guarantee for the cost of any unpaid construction work. The paying party's failure to pay any such invoices, however, shall not constitute an Owners' default of this Agreement, nor shall it impair Owners' rights or relieve or delay performance of County's or CFX's obligations under this Agreement.

(vi) Notwithstanding the foregoing, if Tavistock exercises this option and CFX ultimately proceeds to construct the Lake Nona Revised Interchange, but only in the event CFX proceeds to construction of the Lake Nona Revised Interchange, then CFX shall reimburse Tavistock or the CDD, whichever is the paying party, for the capital costs of construction of the Ultimate Local Interchange (inclusive of the Medical City Bridge) and appurtenant improvements.

(vii) CFX agrees to reasonably cooperate with Tavistock to cause the City, at no cost or expense to the City other than ongoing maintenance and repair expenses, to accept (whether by public dedication or conveyance) and maintain of the Medical City Drive Bridge and appurtenant improvements.

c. People Mover Flyover. Tavistock shall also have the option, but not the obligation, at its expense or at the CDD's expense, to elect to construct (or cause the

construction of) the People Mover Flyover in a location and configuration subject to CFX's prior written approval, not to be unreasonably withheld, conditioned or delayed. In order to so elect to perform that construction, Tavistock shall provide written notice to CFX and shall provide any proposed Plans and Permit applications to CFX for review, comment, and approval in accordance with CFX's design and construction standards prior to commencement of construction. After receipt of CFX's approval and all Permits, Tavistock or the CDD, whichever is applicable, shall promptly solicit bids for the construction of the People Mover Flyover or any portion thereof. In the event that Tavistock exercises this option, Tavistock and CFX (and, if applicable, the CDD) will enter into a separate agreement or agreements that will implement, among other provisions, the following principles:

(i) Tavistock shall retain responsibility at its own expense or the CDD's expense to prepare the Plans and to secure itself (or cause the CDD to secure) all Permits for its construction of the People Mover Flyover. Subject to CFX's review and approval in accordance with CFX standards and all applicable Laws, CFX shall grant to Tavistock (or, if applicable, the CDD) such permits, air rights and other rights as may be necessary and appropriate to allow construction of the People Mover Flyover on or over the West Property and other areas owned or controlled by CFX in and around the location of the People Mover Flyover.

(ii) On final approval of such Plans and Permits, Tavistock (or, if applicable, the CDD) will let construction of the People Mover Flyover for bid and will engage a contractor or contractors, subject to CFX's prior written approval not to be unreasonably withheld, conditioned or delayed (the "Contractor"), under a stipulated sum construction contract. If CFX requires a financial guarantee pursuant to Section 255.05, Florida Statutes, instead of the bond prescribed by Section 255.05, Florida Statutes, Tavistock may provide a financial guarantee in the form of an irrevocable letter of credit in favor of CFX or such other form of financial guarantee reasonably acceptable to CFX with a stated amount equal to the successful bid.

(iii) The construction contract shall require construction of the People Mover Flyover in accordance with, at a minimum, applicable CFX standards, all applicable Laws, the Plans, and the Permits. CFX shall be named as a third-party beneficiary of the Contractor's services and of all guaranties and warranties from the Contractor. The Contractor shall be required to provide liability and other insurance coverages complying with CFX's applicable insurance standards naming Tavistock, the CDD (if applicable), and CFX as insureds.

(iv) Tavistock (or, if applicable, the CDD) shall in good faith employ commercially reasonable diligence to cause construction of the People Mover Flyover to be substantially completed, subject to delays caused by a Force Majeure Event, within a mutually agreed period after commencement of construction. On completion of construction, Tavistock shall assign to CFX all contractor representations and warranties associated with construction of the People Mover Flyover and provide copies of same.

(v) Each month during the construction, the project engineer shall certify to Tavistock, the CDD (if applicable) and CFX the progress of the construction of the People Mover Flyover (the "Engineer Certification"). The Engineer Certification shall include a statement that the completed portion of the work is consistent with the Plans and Permits. CFX shall have the right, but not the obligation, to retain CEI services at Tavistock's or the CDD's expense, whichever is applicable, and may inspect the progress of the any construction in accordance with its standard inspection process for such interchanges.

(vi) Tavistock (or, if applicable, the CDD) shall submit any proposed project change or Change Order to CFX for approval, together with such explanatory documentation as CFX may request.

(vii) After completion of construction in accordance with the Plans and Permits, Tavistock or its designee (which may be the CDD) will be obligated at its sole cost and expense to maintain the People Mover Flyover. If Tavistock or its designee fails to timely perform its maintenance obligations, CFX may perform on said party's behalf and collect the cost thereof from Tavistock or its designee, whichever is applicable.

(viii) Tavistock or the CDD, whichever is applicable as the contracting party, and its Contractor shall indemnify CFX against any claims, damages, loss, or expense arising from such party's exercise of its rights under the agreement or agreements.

(ix) The terms of the agreement or agreements will run with the land and be binding on the Parties, their successors in interest or title, or assigns. Without limiting anything herein, the right to construct the People Mover Flyover shall survive the Closing and conveyance of the West Property. Further, in the event Tavistock assigns its rights, duties and obligations under this subsection c. to the CDD, Tavistock shall not be relieved of its obligation to deliver a financial guarantee to CFX as required in subsection c.(ii) above.

(x) Tavistock's failure to pay or perform any obligation of Tavistock required in this subsection c. shall not constitute an Owners' default of this Agreement, nor shall it impair Owners' rights or relieve or delay performance of County's or CFX's obligations under this Agreement.

17. **Maintenance of West Property.** From and after the Effective Date and until Closing, the Owners will comply with and abide by all Laws affecting each Owner's respective portion of the West Property and its use thereof and will cause no waste or material alterations of the West Property, and the Owners will pay all taxes and assessments relative to each Owner's respective portion of the West Property prior to the due date thereof. From and after the Effective Date, the Owners shall not offer to sell or donate each Owner's respective portion of the West Property to any other person or entity or enter into any verbal or written agreement, understanding, or contract relating to the sale or conveyance of the West Property or any interest therein.

18. **Drainage Easements – Offsite Ponds and LNB Conveyance Areas.**

a. Offsite Ponds.

(i) Grant of Drainage Easement(s) for Offsite Ponds. TDCP desires to design, construct and install the Offsite Ponds which are intended to jointly serve the drainage needs of certain portions of both the Project and the adjacent real property owned by TDCP. At or prior to the Closing, unless otherwise incorporated into a Post Closing Agreement, as part of the Project, TDCP shall grant in favor of the County, and the County's successors in interest, for the benefit of the Project perpetual non-exclusive drainage easements (the "Offsite Drainage Easement(s)") over the Offsite Ponds that will be designed, permitted and constructed by Tavistock as stormwater drainage ponds for the purpose of providing joint use stormwater conveyance, retention and detention facilities for the Project. The form, manner, content, and location of the Offsite Drainage Easement(s) shall be mutually agreed upon by the Parties no later than five (5) business days prior to the Closing. The Offsite Drainage Easements shall be granted at Closing, unless otherwise agreed to by the Parties in a post-closing agreement but shall not be effective until such time as CFX commences construction of the Project. The Owners understand and agree that the legal descriptions of the Offsite Ponds may not be finalized until the design for the Project is completed or until the future development of TDCP's adjacent lands is designed and permitted. Notwithstanding the foregoing, TDCP understands and agrees that TDCP shall be required to obtain County and CFX's prior written review and approval of the size, configuration, and location of the Offsite Ponds, and in no event shall County or CFX be required to accept any size, location, or configuration of the Offsite Ponds that would materially or adversely impact County or CFX's facilities or materially reduce the Offsite Pond's ability to treat and attenuate stormwater as defined by the applicable water management district rules or otherwise negatively impact CFX's ability to construct, or accommodate the drainage needs of the Project in accordance with the Permits. County or CFX shall not be required to pay or incur any additional costs or expenses as a result of any change by TDCP to the location, configuration or size of the Offsite Ponds, including, without limitation, costs and expenses related to additional stormwater conveyance facilities, in the event the location of the Offsite Ponds is relocated or reconfigured to a location further from the boundaries of the Project. CFX and County both understand and acknowledge that TDCP shall only be required to design, permit, or construct the Offsite Ponds to the size and capacity reasonably necessary by CFX for the stormwater conveyance, retention, and detention needs of the Project with a minimum of 48.1 acre feet of stormwater capacity, including, without limitation, 17.5 acre feet located on Parcel 534-857, 10.4 acre feet located on Parcel 534-858, 9.1 acre feet located on Parcel 534-859, and 11.1 acre feet located on Parcel 534-837 Part E ("Minimum SW Capacity") unless otherwise mutually agreed upon by CFX and TDCP, provided; however, the Parties understand and acknowledge that the calculation of the Minimum SW Capacity for the Offsite Ponds was based on the approximate locations of the Offsite Ponds depicted on Exhibit "B-5" attached hereto and in such event any of the Offsite Ponds are relocated, the stormwater basin may change and TDCP's obligation to provide the Minimum SW Capacity, may increase as a result thereof.

(ii) *Design and Permitting of the Offsite Ponds.*

(1) *Design of the Offsite Ponds.* Except as otherwise set forth herein, TDCP shall, at its sole cost and expense, prepare and provide to CFX for review a fully designed and engineered drainage site plan ("Drainage Site Plan") evidencing the size, location, and configuration of the Offsite Ponds. TDCP shall use commercially reasonable diligence to

design and engineer the Offsite Ponds in a location, shape, configuration, and manner substantially consistent with the Drainage Site Plan, or in such other similar size, location, configuration, or manner as may be mutually agreed upon by CFX and TDCP, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, TDCP understands and agrees that in the event TDCP elects to relocate, reshape, or reconfigure one or more of the Offsite Ponds from the initially designed location, configuration or shape, in no event shall CFX be required to pay or incur any additional costs or expenses, including, without limitation, costs and expenses related to additional stormwater conveyance facilities, in the event the location of the Offsite Ponds are relocated or reconfigured to a location further from the boundaries of the Project. TDCP understands and agrees that revisions to the size, configuration or location of the Offsite Ponds shall not materially or adversely impact CFX's facilities or materially reduce the Offsite Pond's ability to treat and attenuate stormwater as defined by the applicable water management district rules or otherwise reduce CFX's ability to construct, or accommodate the drainage needs of the Project below the Minimum SW Capacity in accordance with the Permits, unless otherwise mutually agreed upon by CFX and TDCP. Notwithstanding the foregoing, the Parties understand and acknowledge that the calculation of the Minimum SW Capacity for the Offsite Ponds was based on the approximate locations of the Offsite Ponds depicted on Exhibit "B-5" attached hereto and in such event any of the Offsite Ponds are relocated, the stormwater basin may change and TDCP's obligation to provide the Minimum SW Capacity, may increase as a result thereof. Once TDCP and CFX have mutually agreed upon the size, location, and configuration of the Offsite Ponds, TDCP shall prepare, or cause to be prepared, and provide to CFX for review certified legal descriptions and sketches identifying the metes and bounds of all of the Offsite Ponds, as may be relocated or reconfigured, for review, approval, and inclusion in the Offsite Drainage Easements, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything contained herein to the contrary, CFX acknowledges that the easternmost Offsite Pond has already been designed and constructed by TDCP.

(2) *Permitting of the Offsite Ponds.* Except as otherwise provided herein, TDCP shall, at its sole cost and expense, promptly take any and all action reasonably necessary to secure the Permits to construct and excavate the Offsite Ponds in accordance with the Drainage Site Plan and the terms and conditions hereof (collectively, the "Pond Permits"). To the extent required by the water management district, CFX shall cooperate with the Owners and execute any and all permit applications required to effectuate the intent hereof.

(iii) *Construction of the Offsite Ponds.*

(1) *Construction of the Offsite Ponds.* Except as otherwise provided herein, TDCP, at its sole cost and expense, shall be responsible for the excavation and construction of the Offsite Ponds in good order and repair in accordance with the Drainage Site Plan, all applicable Pond Permits, and the terms and conditions of this Agreement.

(2) *Construction by CFX of the Offsite Ponds.* Notwithstanding anything contained herein to the contrary, in the event TDCP has not commenced construction of the applicable Offsite Ponds on or before date upon which CFX elects to commence construction of the Project, CFX may elect, in CFX's sole and absolute discretion, to construct or excavate one

or more of the Offsite Ponds by providing TDCP thirty (30) days prior notice of such election ("Pond Election Notice"), which notice shall include with specificity the Offsite Pond to be constructed by CFX and CFX's anticipated timeline for the construction and excavation of the affected Offsite Pond. Further, in the event TDCP commences construction of the Offsite Ponds but fails to continuously prosecute the performance of the same to completion with due diligence, CFX may, upon thirty (30) days prior notice and opportunity to cure to TDCP (the "Self-Help Notice Period"), elect, at CFX's sole discretion, to complete construction of the Offsite Ponds. In the event CFX elects to complete the construction and excavation of one or more of the Offsite Ponds, TDCP shall take any and all actions reasonably necessary to cooperate with CFX and assign and transfer to CFX any and all Pond Permits required for the construction and excavation of the affected Offsite Pond to the extent to enable CFX to exercise its rights hereunder.

(3) *Temporary Construction Easement for Offsite Ponds.* In the event CFX elects to exercise its rights under subsection (c)(ii) above, TDCP shall grant to CFX a temporary construction and access easement ("Offsite Pond TCE") over, upon, across, and onto the real property owned by TDCP adjacent to the Offsite Ponds in a mutually agreed upon location, for the purpose of constructing and excavating the affected Offsite Ponds. CFX agrees to be responsible for the operation and maintenance of the areas within the Offsite Pond TCE, at no cost or expense to TDCP. The Offsite Pond TCE shall be mutually agreed upon by TDCP and CFX prior to the Closing, and such Offsite Pond TCE shall be executed on or before the Closing and held in escrow until and in the event CFX issues the Pond Election Notice, at which point, CFX and TDCP shall proceed in good faith to finalize the location of the Offsite Pond TCE and deliver the Offsite Pond TCE to CFX no later than thirty (30) days from the date of the Pond Election Notice. The Offsite Pond TCE shall terminate upon the completion of the construction and excavation required to construct or excavate the Offsite Pond identified in the Pond Election Notice.

(4) *Fill Materials.* As consideration for conducting the construction and excavation of the Offsite Ponds, the constructing party, whether it be TDCP in accordance with subsection (c)(ii) above or CFX in accordance with subsection (c)(iii) hereof, shall have the right to remove and retain any and all fill materials removed or excavated from the area of the Offsite Ponds to the extent such fill is not otherwise necessary for the configuration of the Offsite Ponds in accordance with the Drainage Site Plan. The Parties agree and acknowledge that the value of the fill materials is full, fair and complete consideration and in exchange for any costs of construction and excavation of the Offsite Pond.

(iv) *Maintenance of Offsite Ponds.*

(1) *Sole Use by CFX of Offsite Ponds.* To the extent the Offsite Ponds are solely used for the drainage needs of the adjacent lands, and not otherwise modified or expanded to provide for additional capacity for the Project, TDCP, or its successor in interest, to be responsible for the design, engineering, permitting, construction, excavation, operation, and maintenance of the Offsite Ponds, at no cost or expense to CFX or County.

(2) *Joint Use of Offsite Ponds.* To the extent the Offsite Ponds are expanded to provide for the stormwater drainage needs of the Project, Tavistock shall operate and maintain the Offsite Ponds. County shall pay to the Owners at Closing an amount equal to

Three Million Three Hundred One Thousand Four Hundred Sixty-Five Thousand and No/100 Dollars (\$3,301,465.00) for the future maintenance, repair and replacement of the Offsite Ponds, which amount shall be deposited in an account for the benefit of the CDD or homeowners association responsible for the maintenance of the Offsite Ponds. There shall be no further reimbursements or payments due from the County (or its successor-in-title) for maintenance of the jointly used Offsite Ponds.

(v) *Expansion of the Offsite Ponds.* In the event any construction, modification, or addition to the Offsite Ponds is necessary to accommodate the additional volume for the joint use, the Owners or their assigns, if such obligation is assigned thereto, shall be responsible, at its sole cost and expense, for any and all costs associated with the design, permitting, engineering, construction, and excavation associated with the expansion of the Offsite Ponds unless otherwise agreed to in writing by CFX; provided, however, in no event shall the volume attributed to CFX in the Offsite Ponds in accordance with the applicable water management permits be reduced or otherwise impacted. Owners, and their assignee, shall perform all construction and excavation in good order and repair in accordance with all applicable permits and other governmental requirements and at no cost to CFX. Prior to commencing any alternations or modifications to the Offsite Ponds, Owners, and their assignee shall be responsible, at its sole cost and expense, for modifying the water management district permits to allow for the expansion of the Offsite Ponds and shall take any and all action reasonably necessary to ensure the drainage rights of CFX are not adversely impacted

(vi) *Fencing of Offsite Ponds.* The Parties agree and acknowledge that CFX shall have the right, but not the obligation, to install, maintain, repair and replace fencing around the perimeter of the Offsite Ponds adjacent to any real property owned by CFX, provided; however, CFX agrees not to install (and each Owner shall have the right to remove) any fencing on the side of the Offsite Ponds that is facing said Owner's adjacent lands. CFX shall have a temporary construction easement over the Offsite Ponds and adjoining lands for the purpose of exercising the rights of this subsection.

(vii) *Running with the Land.* The rights, duties and obligations of the Owners, County and CFX under this Section 18 shall survive Closing and shall be referenced in the Deeds and the easement agreements granting the Easements and shall run with title for the West Property. The Owners and CFX shall have the right to enforce this Section 18 by specific performance. In the event the Owners elect to exercise any Right of Repurchase set forth in the Deeds, the Owners shall be required to purchase the applicable Easements, unless otherwise waived by County or its successors in interest. The Right to Repurchase shall be incorporated into the easement agreements granting the Easements.

b. LNB Conveyance Areas. At Closing, CFX shall grant in favor of LNLIC a perpetual, non-exclusive drainage easement for conveyance of stormwater benefiting LNLIC's adjacent lands in such location being more particularly described and depicted on Exhibit "G" attached hereto and incorporated herein by reference (the "LNB Conveyance Areas"). LNLIC shall design, engineer, permit and construct the drainage facilities within the LNB Conveyance Areas to accommodate the stormwater needs of LNLIC's adjacent lands. CFX shall use commercially reasonable diligence to design and engineer the drainage system for the Project to minimize the impacts to the drainage facilities within the LNB Conveyance Areas; provided; however, in the

event CFX is required to relocate or incur any costs or expenses to design, engineer, permit, construct or relocate the LNB Conveyance Areas or improvements constructed therein that are required to accommodate the needs of LNLC's adjacent lands, LNLC shall be responsible for reimbursing CFX for any such costs and expenses within thirty (30) days of written notice to LNLC of any such costs or expenses. The form and content of the easement agreement for the LNB Conveyance Areas shall be mutually agreed upon by LNLC and CFX no later than five (5) business days prior to the Closing (the "LNB Drainage Easement").

19. **Air Rights Easement.**

a. **Grant of Air Rights Easements.** LNLC, TDCP, PECDD and the City are the fee simple owners of their respective portions of the Air Rights Easement Areas. Except for the Air Rights Easement to be granted by the City post-closing, at or prior to the Closing, unless otherwise incorporated into a post-closing agreement, as part of the Project, LNLC, TDCP, PECDD, and the City shall grant in favor of CFX for the benefit of the Project perpetual non-exclusive air rights easements (the "Air Rights Easement(s)") over the Air Rights Easement Areas for the purpose of providing constructing, operating and maintaining the facilities for the Project. The form, manner, content, and location of the Air Rights Easement(s) shall be mutually agreed upon by the Parties no later than five (5) business days prior to the Closing. The grant of the Air Rights Easement shall grant CFX the privilege to enter upon the Air Rights Easement Areas for the purpose of designing, constructing, maintaining, operating and repairing the improvements and facilities for the Project, together with all incidental rights reasonably necessary for the use and enjoyment of the Air Rights Easement for its intended purposes. Tavistock shall coordinate directly with the City for the grant of the Air Rights Easement by the City.

b. **Maintenance of the Air Rights Easements.** CFX shall maintain, at its sole cost and expense, the Air Rights Easements and the improvements constructed therein by CFX in good order and condition and will comply with and abide by all Laws and Permits affecting the Air Rights Easement Areas.

c. **Running with the Land.** The rights, duties and obligations of the Owners, County and CFX under this Section 19 shall survive Closing and shall be referenced in the Deeds, the easement agreements granting the Easements and shall run with title for the West Property. The Owners and CFX shall have the right to enforce this Section 19 by specific performance. In the event the Owners elect to exercise any Right of Repurchase set forth in the Deeds, the Owners shall be required to purchase the applicable Easements, unless otherwise waived by County or its successors in interest. The Right to Repurchase shall be incorporated into the easement agreements granting the Easements.

20. **Pier Foundations Easement.**

a. **Grant of Pier Foundations Easements.** TDCP is the fee simple owner of the Pier Foundations Easement Areas. At or prior to the Closing, unless otherwise incorporated into a post-closing agreement, as part of the Project, TDCP shall grant in favor of CFX for the benefit of the Project a perpetual non-exclusive pier foundations easement ("Pier Foundations Easement") under, on, through and over the Pier Foundations Easement Areas for the purpose of constructing, repairing, replacing, operating and maintaining from time to time the pier foundations for the

Project. The grant of the Pier Foundations Easement shall grant CFX the privilege to enter upon the Pier Foundations Easement Areas for the purpose of designing, constructing, maintaining, operating and repairing the pier foundations for the Project, together with all incidental rights reasonably necessary for the use and enjoyment of the Pier Foundations Easement for its intended purposes. The form, manner, content, and location of the Pier Foundations Easement shall be mutually agreed upon by the Parties no later than five (5) business days prior to the Closing. The Pier Foundations Easement shall be granted at Closing, unless otherwise mutually agreed to by the Parties in a post-closing agreement.

b. Maintenance of Pier Foundations Easements. CFX shall maintain, at its sole cost and expense, the Pier Foundations Easements and the improvements constructed therein by CFX in good order and condition and will comply with and abide by all Laws and Permits affecting the Pier Foundations Easement Areas.

c. Running with the Land. The rights, duties and obligations of the Owners, County and CFX under this Section 20 shall survive Closing and shall be referenced in the Deeds, the easement agreements granting Easements, and shall run with title for the West Property. The Owners shall have the right to enforce this Section 20 by specific performance. In the event the Owners elect to exercise any Right of Repurchase set forth in the Deeds, the Owners shall be required to purchase the applicable Easements, unless otherwise waived by County or its successors in interest. The Right to Repurchase shall be incorporated into the easement agreements granting the Easements.

21. Temporary Construction and Access Easements.

a. Temporary Construction Easements for the Project. LNLC, TDCP and PECDD are the fee simple owners of their respective portion of the CFX TCE Areas. At or prior to the Closing, unless otherwise incorporated into a post-closing agreement or as otherwise set forth in Section 16.b.(ii) above, LNLC, TDCP and PECDD shall grant in favor of CFX for the benefit of the Project a temporary non-exclusive construction and access easement over the CFX TCE Areas for the purpose of constructing and installing the improvements, facilities and structures necessary for the operation of the Project ("CFX Temporary Construction Easement(s)"). The grant of the CFX Temporary Construction Easements shall grant CFX the privilege, but not the obligation, to enter upon the CFX TCE Areas for the purpose of constructing and installing the improvements, facilities and structures necessary for the operation of the Project, staging and storing materials, equipment and tools, locating a construction trailer, and parking, together with all incidental rights reasonably necessary for the use and enjoyment of the CFX Temporary Construction Easement for its intended purposes. The right to use the CFX Temporary Construction Easements may be extended by CFX to its customers, employees, and contractors. The form, manner, content and location of the CFX Temporary Construction Easements shall be mutually agreed upon by the Parties no later than five (5) business days prior to the Closing. The CFX Temporary Construction Easements shall be granted at Closing, unless otherwise mutually agreed to by Parties in a post-closing agreement. The CFX Temporary Construction Easement shall terminate upon the completion of the construction of the Project. CFX agrees to be responsible for the operation and maintenance of the CFX TCE Areas, at no cost or expense to the Owners.

b. Temporary Construction Easements for the Local Roads and Pond Relocation. LNLC and TDCP are the fee simple owners of their respective portion of the Local Road / Pond TCE Areas as shown on Exhibit "B-4" attached hereto. At or prior to the Closing, unless otherwise incorporated into a post-closing agreement, LNLC and TDCP shall grant in favor of CFX for the benefit of the Project a temporary non-exclusive construction and access easement over the Local Road / Pond TCE Areas for the purpose of constructing certain local roads and, as to the portion of the Local Road / Pond TCE Areas owned by TDCP, excavating, reshaping, reconfiguring and relocating a portion of the stormwater drainage pond located adjacent to the West Property as mutually agreed upon by the Parties ("Local Road / Pond Temporary Construction Easement"). The right to use the Local Road / Pond Temporary Construction Easement may be extended by CFX to its customers, employees, and contractors. The form, manner, content and location of the Local Road / Pond Temporary Construction Easement shall be mutually agreed upon by the Parties no later than five (5) business days prior to the Closing. The Local Road / Pond Temporary Construction Easement shall be granted at Closing, unless otherwise mutually agreed to by Parties in a post-closing agreement. The CFX Temporary Construction Easement shall terminate upon the earlier of (i) completion of the construction of the Project; or (ii) written notice to the LNLC that the improvements to the pond have been completed in accordance with the terms hereof. CFX agrees to be responsible for the operation and maintenance of the Local Road / Pond TCE Areas, at no cost or expense to the Owners until the termination of the Local Road / Pond Temporary Construction Easement.

c. Reservation of Temporary Construction, Access, and Drainage Easements. TDCP shall have the right to reserve at or prior to Closing in favor of TDCP or any governmental entity, quasi-governmental, or public agency, including, without limitation, any CDD, temporary non-exclusive construction, access and drainage easements (collectively, the "TDCP Temporary Construction Easement(s)") over those portions of the West Property more particularly described and depicted on Exhibit "H" attached hereto and incorporated herein by reference ("TDCP TCE Areas") or as otherwise mutually determined by the applicable Parties as may be reasonably necessary for TDCP's exercise of its express rights hereunder or as may be reasonably necessary for the future development of TDCP's adjacent lands. The TDCP Temporary Construction Easements shall be for temporary rights of access and construction for the roadway lying underneath the Air Rights Easement designated as "534-237 Part F" and for the temporary outfall ditch for stormwater from adjacent properties which stormwater shall be diverted to its ultimate outfall in accordance with the terms and provisions of the applicable TDCP Temporary Construction Easement. The TDCP Temporary Construction Easements shall terminate upon the earlier of (i) December 31, 2022, or (ii) within thirty (30) days of prior written notice from CFX of its intention to commence construction of the Extension. By way of clarification, TDCP shall have no right to construct and install any improvements within any temporary construction areas except for those expressly contemplated and/or approved under this Agreement or in the TDCP Temporary Construction Easements; provided, however, TDCP shall have the right to maintain, abandon or fill the open drainage ditch lying within the TDCP TCE Areas. The form, manner, content and location of the TDCP Temporary Construction Easements shall be mutually agreed upon by the Parties no later than five (5) business days prior to the Closing. The TDCP Temporary Construction Easements shall be granted at Closing, unless otherwise mutually agreed to by Parties in a post-closing agreement.

22. Additional Parcel and Lift Station Requirements.

a. *Additional Parcel.* At Closing, and only in the event of Closing, Tavistock shall convey directly to CFX, at no cost or expense to CFX, that certain strip of land lying within Orange County, Florida being more particularly described on **Exhibit "I"** attached hereto and made a part hereof (the "Additional Parcel"). For purposes of this Agreement, the Additional Parcel shall be deemed included in the West Property with respect to all terms and provisions related thereto including, without limitation, the Use Restriction, the Alternate Use Restriction, the repurchase and reconveyance rights, limitations on further encumbrances.

b. *Lift Station.* The County and CFX acknowledge and agree that LNLC is currently coordinating with the City for the conveyance of certain real property lying within the City of Orlando, Orange County, Florida being more particularly depicted on **Exhibit "J"** attached hereto and made a part hereof (the "Lift Station 139 Parcel"). At or prior to Closing, LNLC shall have the right to convey a temporary, non-exclusive easement to the City for the existing utility lines connected to, or served by, the lift station lying within the Lift Station 139 Parcel which either have been or will be turned over to the City with the conveyance of the Lift Station 139 Parcel. From and after Closing, CFX agrees to pay for the relocation of said utility lines as part of CFX's construction of the West Segment of the Project. Until such relocation work is commenced by CFX, the County and CFX agree that all said utility lines shall be entitled to remain in place without disturbance or interference. The form and substance of the temporary easement shall be mutually agreed upon by LNLC, the City and CFX no later than five (5) business days prior to Closing and to be recorded at or prior to Closing (the "City Temporary Easement"). The foregoing provisions shall expressly survive Closing hereunder.

23. **Warranties and Representations of Owners.** To induce the County and CFX to enter into this Agreement and to purchase the West Property, in addition to the other representations and warranties set forth herein, each Owner makes the following representations and warranties, as of the Effective Date and with respect to the Owner's respective portion of the West Property, each of which is material and is being relied upon by the County and CFX and shall survive Closing:

a. Each Owner warrants and represents that there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting or relating to its portion of the West Property, or any portion thereof, or relating to or arising out of the ownership of its portion of the West Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality, unless such action has been commenced by the County or CFX.

b. Each Owner warrants and represents that it has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the West Property in accordance herewith and to perform all covenants and agreements of such Owner hereunder.

c. Except as addressed elsewhere in this Agreement and as may be set forth in the Environmental Studies, each Owner warrants and represents that it has no knowledge of any Hazardous Substances, pollutants, contaminants, petroleum products or by-products, asbestos or other substances, whether hazardous or not, on or beneath the surface of its portion of the West Property, which Owner or any other person or entity has placed or caused or allowed to be placed

upon its portion of the West Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on its portion of the West Property in violation of any law or regulation of any local, state or federal government or which are or may be a nuisance or health threat to occupants of its portion of the West Property or other residents of the area.

d. Each Owner warrants and represents that, other than Owner, no person, firm, or other legal entity other than the County has any right or option whatsoever to acquire such Owner's portion of the West Property or any portion thereof or any interest therein.

e. Each Owner warrants and represents that the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Owner of any provision of any agreement or other instrument to which Owner is a party or to which Owner may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction, or decree issued against Owner.

f. In the event that changes occur before Closing as to any information, documents, or exhibits referred to in the subparagraphs of this Section, or in any other part of this Agreement, of which Owner has knowledge, Owner will immediately disclose same to the County when such knowledge is first available to Owner; and in the event of any change which may be deemed by the County to be materially adverse to the Intended Use (as defined herein), the County may, at its election, terminate this Agreement.

All representations and warranties made herein are based on the actual, present knowledge (without duty of investigation or inquiry and without any personal liability hereunder) of Nicholas F. Beucher, III, in his capacity as President of Tavistock (the "Named Representative"). Neither the actual, present conscious knowledge of any other individual or entity, nor the constructive knowledge of the Named Representative or of any other individual or entity, shall be imputed to the Named Representative.

24. **Acceptance AS-IS and Release.** Except as expressly set forth in this Agreement to the contrary, County is expressly purchasing the West Property and Easements in its existing condition "AS-IS, WHERE-IS, AND WITH ALL FAULTS" with respect to all facts, circumstances, conditions, and defects, and, Owners have no obligation to determine or correct, or to compensate County for, any such facts, circumstances, conditions, or defects. The Owners have specifically bargained for the assumption by County of all responsibility thoroughly to investigate the West Property and the Tavistock Easement Areas, and laws and regulations applicable to it, and all risk of adverse conditions. County is and will be relying strictly and solely upon its inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers. County assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition, or defect pertaining to the West Property or the Tavistock Easement Areas, and hereby releases the Owners from, and disclaims any claims relating to, conditions on or facts or circumstances affecting, the West Property or the Tavistock Easement Areas that are not addressed in express warranties and representations of this Agreement. Except as expressly set forth in this Agreement to the contrary, the Owners disclaim all warranties of any kind or nature whatsoever (including, without limitation, warranties of fitness for particular purposes),

whether expressed or implied including, without limitation, warranties with respect to the West Property and the Tavistock Easement Areas. Except as is expressly set forth in this Agreement to the contrary, County acknowledges that it is not relying on any representation of any kind or nature made by the Owners or any of the Owners' direct or indirect members, partners, shareholders, officers, directors, employees, or agents with respect to the West Property or the Tavistock Easement Areas, and that, in fact, except as expressly set forth in this Agreement to the contrary, no such representations were made.

25. **Defaults.**

a. **Owner Default.** In the event that: (i) any of Owners' representations and warranties contained herein are not true and correct, or (ii) any Owner fails to perform any of its respective covenants and agreements contained herein within the time performance specified herein; County or CFX may exercise the following rights and remedies: (i) County or CFX shall have the right to terminate this Agreement, in which event the obligations of the Parties under this Agreement shall be terminated (other than obligations which, by the terms of this Agreement, expressly survive the termination of the Agreement) and this Agreement shall be null and void; or (ii) pursue an action for specific performance of this Agreement against the applicable Owner (County and CFX acknowledge they have waived any right to pursue an action for damages against the Owners, in the event of a default by any Owner); provided, however, that nothing contained in this subsection shall limit or prevent CFX or County from exercising its power of eminent domain to acquire, by condemnation, title to the West Property.

b. **County Default.** In the event the County breaches any warranty or representation contained in this Agreement or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by County under the terms and provisions of this Agreement, the Owners shall be entitled to: (i) exercise any and all rights and remedies available to it at law and in equity, including without limitation, the right of specific performance; or (ii) terminate this Agreement. The Owners hereby waive and release any right to pursue an action for any special, indirect, consequential or punitive damages against County. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect. The foregoing provision shall expressly survive the Closing. Notwithstanding the foregoing, Owners shall have the right to enforce County's express covenants in this Agreement to indemnify, defend, or hold harmless Owners. Nothing contained herein shall be deemed a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Further, nothing contained herein shall be deemed a waiver of any of Owners' rights or remedies in the event County or another authority pursues an action in eminent domain against the West Property or any portion thereof.

c. **CFX Default.** In the event CFX fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by CFX under the terms and provisions of this Agreement, the Owners shall be entitled to (i) exercise any and all rights and remedies available to it at law and in equity, including without limitation, the right of specific performance; or (ii) terminate this Agreement. The Owners hereby waive and release any right to pursue an action for any special, indirect, consequential or punitive damages against CFX. Notwithstanding the foregoing, the Owners shall have the right to enforce CFX's express covenants in this Agreement to indemnify, defend, or hold harmless the Owners.

Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect. Nothing contained herein shall be deemed a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Further, nothing contained herein shall be deemed a waiver of any of Owners' rights or remedies in the event CFX or another authority pursues an action in eminent domain against the West Property or any portion thereof. The foregoing provision shall expressly survive the Closing.

26. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device or by email) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

County: **OSCEOLA COUNTY**
1 Courthouse Square
Kissimmee, Florida 34741

With a copy to: **OSCEOLA COUNTY
COUNTY ATTORNEY**
1 Courthouse Square
Suite 4200
Kissimmee, Florida 34741

CFX: **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Executive Director
Telephone: (407) 690-5000
Email: Laura.Kelley@cfxway.com

With a copy to: **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
4974 ORL Tower Road
Orlando, Florida 32807
Attn: General Counsel
Telephone: (407) 690-5000
Email: Woody.Rodriguez@cfxway.com

Tavistock: **LAKE NONA LAND COMPANY, LLC
LAKE NONA RESEARCH I, LLC
TDCP, LLC**
6900 Tavistock Lakes Blvd., Suite 200
Orlando, Florida 32827
Attn: Nicholas F. Beucher, III, President
Telephone: (352) 408-3570

Email: nbeucher@tavistock.com

With copies to:

LAKE NONA LAND COMPANY, LLC
LAKE NONA RESEARCH I, LLC
TDCP, LLC

6900 Tavistock Lakes Blvd., Suite 200
Orlando, Florida 32827
Attn: Michelle Rencoret,
Vice President & General Counsel
Telephone: (407) 816-6682
Email: mrencoret@tavistock.com

HOLLAND & KNIGHT LLP

200 South Orange Avenue, Suite 2600
Orlando, Florida 32801
Attn: Sara Bernard, Esq.
Telephone: (407) 244-5162
Email: sara.bernard@hkllaw.com

or to such other address as any Party hereto shall from time to time designate to the other Party by notice in writing as herein provided. Notice given by or to the attorney representing a Party under this Agreement shall be deemed to have been duly given in accordance with this Section by or to the applicable Party. The Executive Director of CFX or General Counsel of CFX shall be authorized to issue any notices and provide any and all consents or agreements as required hereunder.

27. **CDD Exemption.** The Parties acknowledge and agree that (a) certain portions (but not all) of the West Property lying within the City of Orlando, Florida lies within the boundaries of the PECDD, and (c) certain portions (but not all) of the West Property lying within the City of Orlando, Florida lies within the boundaries of the Boggy Creek Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the "BCCDD"). The PECDD, the BCCDD, or any other independent special district or community development district having jurisdiction over the West Property (or any portion thereof) are collectively referred to herein as the "CDD".

The PECDD/BCCDD are an independent special district and community development district, respectively, established pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of planning, designing, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including water management systems, transportation and roadway improvements, landscaping, drainage facilities, potable water and sanitary sewer facilities, wetland mitigation, recreation and other infrastructure improvements lying within or outside the boundaries of the applicable CDD, with the right to levy assessments in accordance with Sections 190.021 and 190.022, Florida Statutes (whether collected by Orange County as part of its tax rolls or by the CDD directly). Prior to Closing, Owners shall, at Owners' cost and expense, cause the applicable CDD to either adopt an amendment to the applicable CDD's assessment methodology or to issue an estoppel certificate to reflect that the West Property shall be exempt from the

payment of assessments so long as the real property is primarily used for the right-of-way purposes prescribed in the Deed (the "CDD Exemption").

28. **Assignment of Rights.** Except as otherwise set forth herein, CFX hereby assigns, conveys, transfers, and sets over unto the County any and all rights, privileges, duties, obligations, liabilities, and responsibilities of CFX to purchase the West Property under the Original Agreement, subject to the terms and conditions of this Agreement, and County hereby accepts and assumes all of CFX's rights, privileges, duties, responsibilities, liability, and obligations under the Original Agreement, as amended and restated hereby, to the extent applicable to the West Property, which arise or accrue on or after the Effective Date and agrees to perform all obligations of CFX under the Original Agreement which are to performed or which become due on or after the Effective Date. Notwithstanding the foregoing, CFX reserves any and all rights, privileges, duties, obligations, liabilities, and responsibilities more specifically reserved to CFX in this Agreement, including, without limitation, the rights and obligations set forth in Sections 7, 8, 9, 10, 13, 14, 15, 16, 18, 19, 20, 21, 22, 25, 29, 38, 40, 45, 46, and 47. The Parties acknowledge and agree that CFX's rights, obligations, duties and liabilities with respect to the East Property and SLR Easements are governed by the East Segment Roadway Agreement.

29. **Limited Access.** Owners hereby agree, acknowledge, and understand that the Extension is anticipated to be a limited access right-of-way, and as such, CFX has the right, at any time, to record and establish the limited access lines on and along real property owned by CFX for the Extension adjacent to any other real property owned or retained by the Owners located adjacent to the Extension. Each of the Owners waives and disclaims any claim against the other Parties, in law or in equity, based upon the establishment of limited access lines for the Extension. In no event shall CFX be liable for any claims or damages based on the establishment of the limited access lines, including, without limitation, any monetary, incidental, special, exemplary, or consequential damages. The provisions of this Section shall survive the Closing. The Owners have read and understands the provisions of this Section.

30. **General Provisions.** No failure of any Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of the Party's right to demand exact compliance with the terms hereof. Nothing in this Agreement shall be deemed to create any joint and several liability of any of the Owners. 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 Owner and the County. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. 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 (hereinafter defined). This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. The Owners and the County do hereby covenant and

agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that the exclusive venue for any legal action authorized hereunder shall be in the courts of Osceola County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF.

31. **Owners.** No Party hereunder shall be liable under this Agreement except for the application of this Agreement to the portions of the West Property that such Party either owns or has the legal right to acquire but shall be binding upon their successors and assigns. Further, no Party shall be jointly and severally liable under this Agreement.

32. **Survival of Provisions.** Other than as specified to the contrary herein, all covenants, representations and warranties set forth in this Agreement shall survive the Closing and shall survive the execution or delivery of any and all deeds and other documents at any time executed or delivered under, pursuant to or by reason of this Agreement, and shall survive the payment of all monies made under, pursuant to or by reason of this Agreement.

33. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

34. **Attorneys' Fees.** Subject to the limitations set forth in Section 768.28, Florida Statutes, in the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration or bankruptcy, at trial or on appeal.

35. **Waiver of Jury Trial.** OWNERS AND THE COUNTY VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

36. **Radon Gas.** Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

37. **Effective Date.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the date as of which all Parties have signed this Agreement and their respective boards have given final approval of this Agreement.

38. **Release of County and CFX.** The Parties acknowledge and agree CFX intends to obtain the West Property for use in its limited-access expressway system (the "Intended Use"). By execution of this Agreement, each Owner acknowledges and agrees that as of the date of the Owners' execution and delivery of the Deeds, the Owners shall thereby remise, release, acquit, satisfy, and forever discharge County and CFX, of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity, which the Owners ever had, then have, or which any personal representative, successor, heir or assign of either Owner, thereafter can, shall or may have, against County and CFX, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with the Owners' conveyance of the West Property to County and subsequently to CFX or the Project, including, without limitation, any claim for loss of access, air, light or view to the Owners' remaining property, or other severance damages to Owners' remaining property, business damages, consequential damages, or any other damages, all from the beginning of the world to the day thereof, arising from or in connection with the use of the West Property for the Intended Use. A covenant shall be contained in the Deeds acknowledging the Owners' agreement to the foregoing, in which event if there is any conflict between the terms of the covenant in the Deeds and the terms of this Section, the terms of the covenant in the Deeds shall control.

39. **Not an Offer.** Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed an offer nor admissible in any subsequent eminent domain proceeding with respect to the West Property.

40. **Indemnifications Regarding Brokers, Finders, Etc..** The Owners represent and warrant to County and CFX, and County and CFX likewise represent and warrant to the Owners, that they have neither dealt with, nor negotiated with, any broker, sales person or finder in connection with the sale of the West Property to County or the conveyance of any easements, licenses or any other rights expressly set forth herein, and each Party hereto agree to indemnify and hold the other Party harmless from any and all claims, demands, causes of action or other liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred in defending against any claims arising from or pertaining to any other brokerage commission, fees, costs, or other expenses which may be claimed by any broker, sales person or entity arising out of any actions of County or CFX (including the indemnity obligations of County and CFX) or arising out of any actions of the Owners (including the indemnity obligations of the Owners).

41. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida. The venue for all legal proceedings arising out of this Agreement shall be exclusively in the Circuit Court in and for Osceola County, Florida.

42. **Waiver/Time.** The waiver of any breach of any provision hereunder by County or the Owners shall not be deemed to be a waiver of any proceeding or subsequent breach hereunder. No failure or delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday, or federal holiday, the period shall run until the end of the next day which is neither a Saturday,

Sunday or federal holiday. Any time period of five (5) days or less specified herein shall not include Saturdays, Sundays or federal holidays. Where used herein, the term "Business Days" shall be those days other than Saturdays, Sundays or federal holidays.

43. **Representation by Counsel.** County, CFX, and Owners are all represented in this transaction by counsel. This Agreement shall not be construed more or less favorably against any Party, regardless of which party may be deemed the drafter hereof.

44. **Counterparts.** This Agreement may be executed in any number of counterparts, including by digital or electronic means in accordance with Chapter 668, Florida Statutes, each of which shall be an original but all of which shall constitute one and the same Agreement. A party shall be bound by this Agreement by executing a counterpart hereof, then transmitting the executed counterpart to the other Parties via email in .pdf or similar format.

45. **Recording.** The Parties agree that they will not record, or permit to be recorded, this Agreement or any memorandum hereof; violation of this covenant by any Party shall constitute a default, and at the other Party's option, this Agreement shall become null and void and all of the rights of the Parties hereunder shall terminate. This Section is not intended and shall not be deemed to preclude the recordings expressly required or authorized in this Agreement.

46. **Further Assurances.** The Owners and CFX will, without additional consideration, sign, acknowledge, and deliver any other documents and take any other actions necessary or appropriate and reasonably requested by the other Party to carry out the intent and purposes of this Agreement. The Owners agree and acknowledge the final alignment of the Extension is subject to adjustment based on the design of the Extension, and as such, agree to cooperate with County and CFX to execute any and all documents reasonably necessary to ensure all real property that is owned by Owners and is required as part of the design for the Extension based on the Project Alignment shall be conveyed and transferred to County. To the extent the required acreage exceeds 256.54 acres of fee simple interest in the West Property, approximately 25.68 acres for the Offsite Drainage Easements, and approximately 19.15 acres for the Air Rights Easements, of which 4.9 acres is also part of the Offsite Drainage Easements, CFX shall compensate the Owners for the additional acreage on a per acre basis as mutually agreed upon by the Owners and CFX, which amount shall be based upon the per acre appraised value of that portion of the West Property or Tavistock Easement Areas, as applicable, located immediately adjacent to the additional acreage with the same or similar land use and property interest as reflected in that certain appraisal report prepared by Consortium Appraisal, Inc. dated January 24, 2022.

47. **Force Majeure.** A "Force Majeure Event" shall include, without limitation, an act of God, adverse weather conditions (such as tropical storms, tornados or hurricanes), act or regulations of public authorities, legislative bodies, or labor unions, labor difficulties, strike, riot, civil commotion or tumult, terrorism, war, sabotage, theft, vandalism, fire, explosion or similar casualty, epidemic, pandemic, interruption of transportation, shipping or trade delays, or material shortages. To claim a delay caused by a Force Majeure Event, the Party affected by a Force Majeure Event shall promptly provide notice of the occurrence of a Force Majeure Event to the other party within sixty (60) days after the initial onset or occurrence of a Force Majeure Event having a distinct or manifest onset (such as severe weather, issuance of executive orders or similar

orders, act of public authorities), and within such period as may be reasonably required to identify a Force Majeure Event the onset of which is not distinct or manifest (such as for example certain shipping or trade delays or material shortages) and such notice shall provide its best estimate of the effects of the Force Majeure Event on the performance of its obligations hereunder and the time for the resumption of performance of the affected obligations. Notwithstanding the foregoing, no Party may claim a delay pursuant to this Section retroactive by more than sixty (60) days from the date of the Party's notice of the occurrence of the Force Majeure Event. Failure to timely claim a delay caused by a Force Majeure Event shall be deemed a waiver of any delays caused by such Force Majeure Event. The affected Party shall use best efforts to mitigate the effect of the Force Majeure Event and to resume performance of affected obligations as soon as possible. The affected Party shall continue to perform its obligations hereunder not affected thereby. The Parties acknowledge and agree that delays in the performance of on-site construction due to normal rainfall shall not be considered a Force Majeure Event hereunder.

48. **Schedules and Exhibits.** The following Schedules and Exhibits referenced elsewhere in this Agreement are attached hereto and incorporated herein by reference:

- a. **Exhibit "A-1"** through **"A-3"** West Property
- b. **Exhibit "B-1"** Air Rights Easement Areas
Exhibit "B-2" Pier Foundations Easement Areas
Exhibit "B-3" CFX TCE Areas
Exhibit "B-4" Local Road / Pond TCE Areas
Exhibit "B-5" Offsite Ponds
- c. **Exhibit "C-1"** Preferred Alignment
Exhibit "C-2" Project Alignment
- d. **Exhibit "D-1"** Lake Nona Revised Interchange
Exhibit "D-2" Ultimate Local Interchange
Exhibit "D-3" Detail of West Segment of Project Alignment
Exhibit "D-4" Detail of East Segment of Project Alignment
- e. **Exhibit "E-1"** Electrical Easement Area
Exhibit "E-2" Sanitary Sewer Easement Area
- f. **Exhibit "F"** Form of Beneficial Interest Affidavit
- g. **Exhibit "G"** LNB Conveyance Areas

- h. **Exhibit “H”** TDCP TCE Areas
- i. **Exhibit “I”** Additional Parcel
- k. **Exhibit “J”** Lift Station 139 Parcel

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

“OWNERS”

LAKE NONA LAND COMPANY, LLC,
a Florida limited liability company

By: _____
Printed Name: _____
Title: _____
Date: _____

LAKE NONA RESEARCH I, LLC
a Florida limited liability company

By: _____
Printed Name: _____
Title: _____
Date: _____

TDCP, LLC
a Florida limited liability company

By: _____
Printed Name: _____
Title: _____
Date: _____

“COUNTY”

OSCEOLA COUNTY, FLORIDA

Print Name_____

By:_____
Chairman/Vice Chairman
Board of County Commissioners

Print Name_____

Date:_____

(SEAL)

ATTEST:

Clerk/Deputy Clerk

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

CONSENT AND JOINDER OF CFX

Central Florida Expressway Authority, a body politic and corporate and agency of the state, under the laws of the State of Florida, hereby joins in and consents to this Agreement for the purpose of (1) assigning, conveying, transferring, and setting over unto the County any and all rights, privileges, duties, obligations, liabilities, and responsibilities of CFX to purchase the Property under the Original Agreement, subject to the terms and conditions of this Agreement; and (2) agreeing to the terms, conditions and obligations of CFX set forth in Sections 7, 8, 9, 13, 14, 15, 16, 18, 19, 20, 21, 22, 25, 37 and 39 of this Agreement.

“CFX”

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

Print Name: _____

Print Name: _____

By: _____
Sean Parks, Chairman

Date: _____

ATTEST: _____
Regla (“Mimi”) Lamaute
Recording Clerk

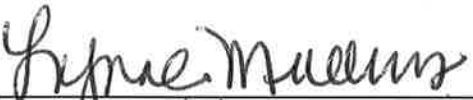
Approved as to form and legality by legal
counsel to the Central Florida Expressway
Authority on this ____ day of _____,
2022 for its exclusive use and reliance.

By: _____
Diego “Woody” Rodriguez
General Counsel

**CONSENT AND JOINDER OF POITRAS EAST COMMUNITY DEVELOPMENT
DISTRICT**

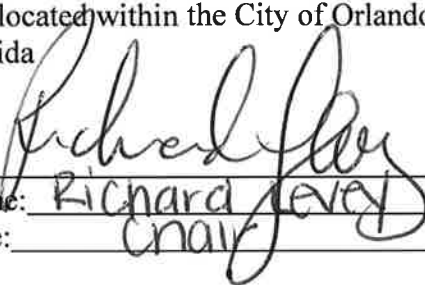
The **POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("PECDD"), and located within the City of Orlando, Florida, hereby joins in and consents to this Agreement for the purpose of agreeing to the terms, conditions and obligations of the PECDD to grant the Air Rights Easement over that portion of the Air Rights Easement Area owned by the PECDD as set forth in Section 19 of this Agreement.

Signed, sealed and delivered in the presence of the following witnesses:

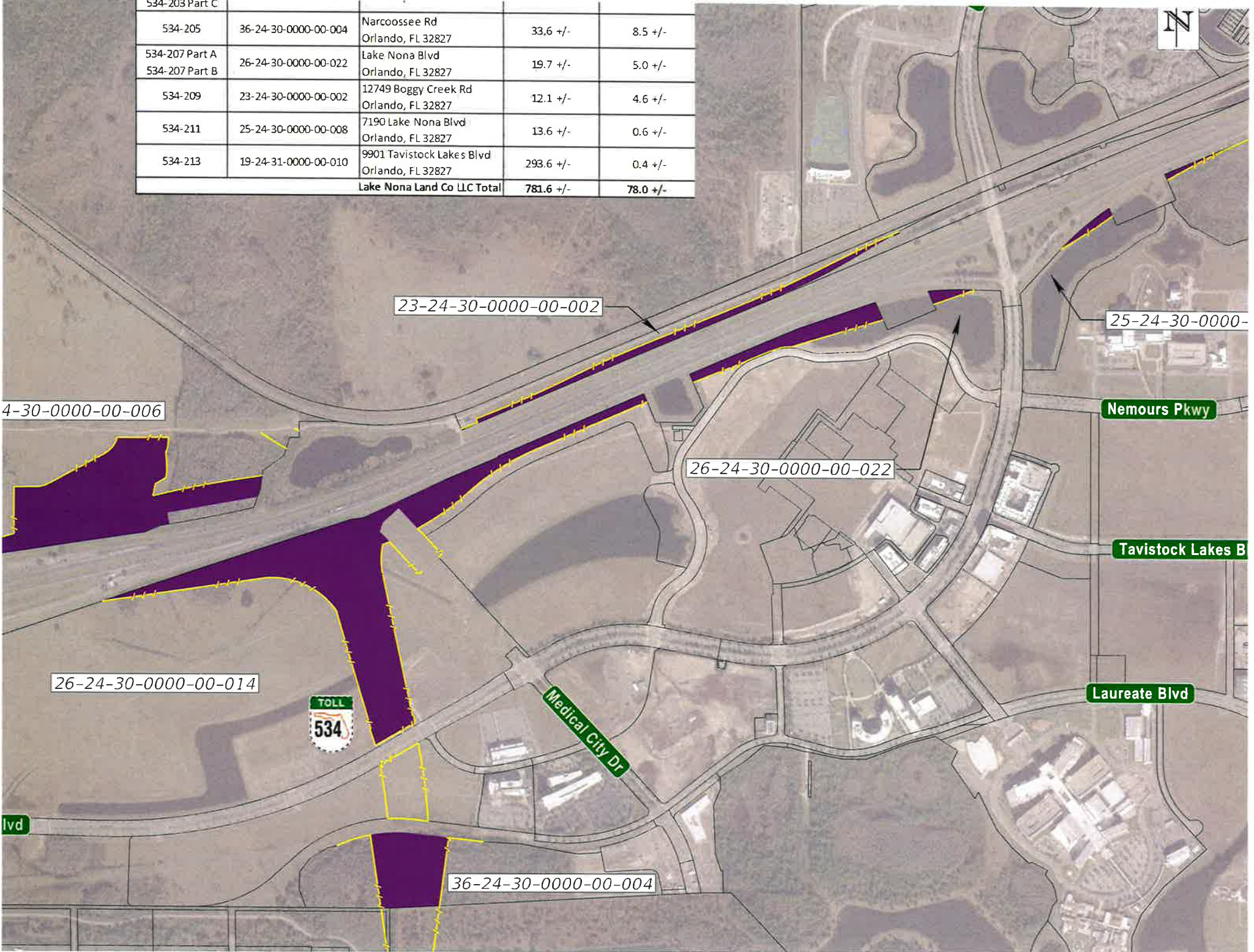

Print Name: Lynne Mullins

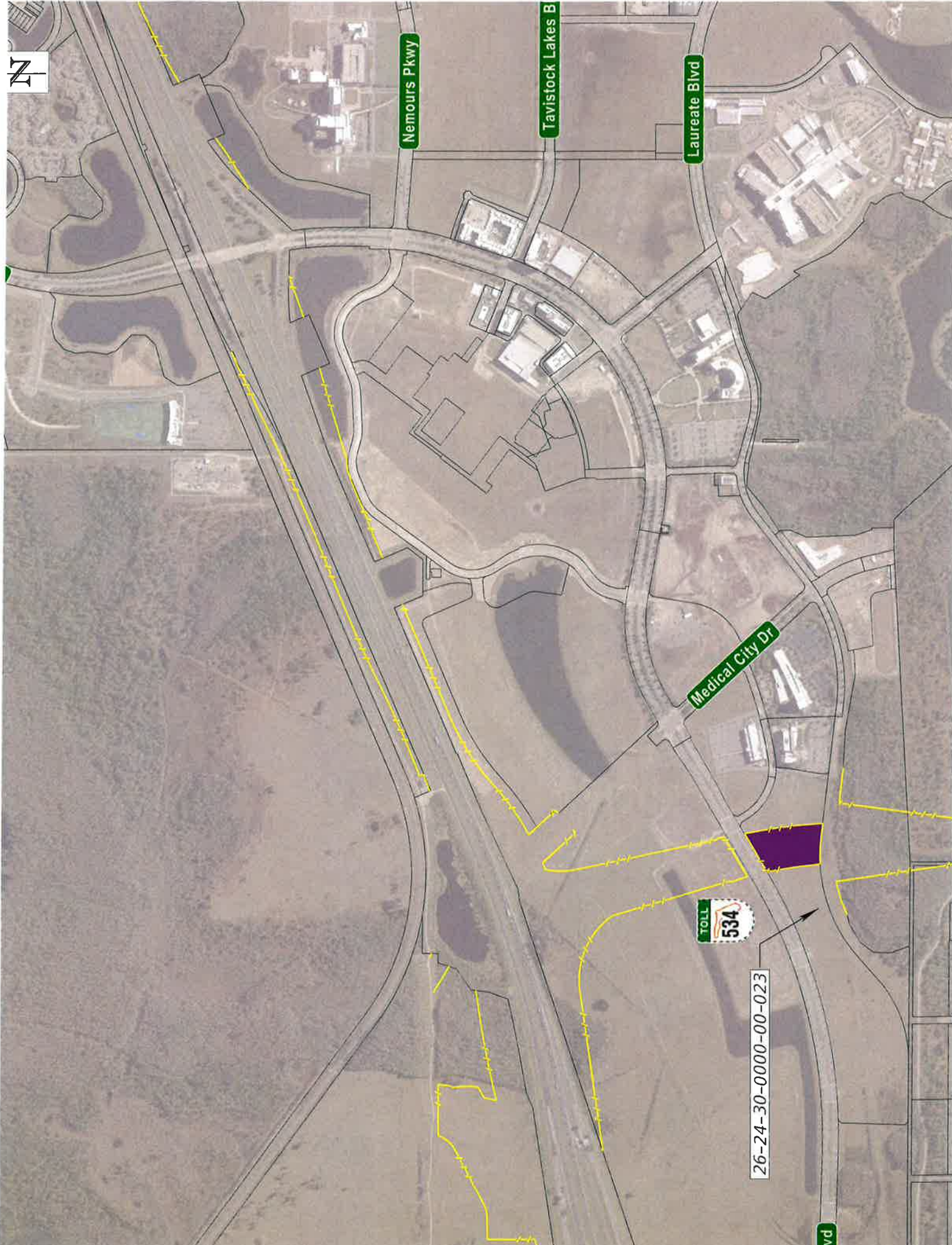

Print Name: JENNIFER L. WALDEN

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located within the City of Orlando, Florida

By: 
Name: Richard Levey
Title: Chair

534-203 Part C				
534-205	36-24-30-0000-00-004	Narcoossee Rd Orlando, FL 32827	33.6 +/-	8.5 +/-
534-207 Part A 534-207 Part B	26-24-30-0000-00-022	Lake Nona Blvd Orlando, FL 32827	19.7 +/-	5.0 +/-
534-209	23-24-30-0000-00-002	12749 Boggy Creek Rd Orlando, FL 32827	12.1 +/-	4.6 +/-
534-211	25-24-30-0000-00-008	7190 Lake Nona Blvd Orlando, FL 32827	13.6 +/-	0.6 +/-
534-213	19-24-31-0000-00-010	9901 Tavistock Lakes Blvd Orlando, FL 32827	293.6 +/-	0.4 +/-
Lake Nona Land Co LLC Total			781.6 +/-	78.0 +/-





Nemours Pkwy

Tavistock Lakes B

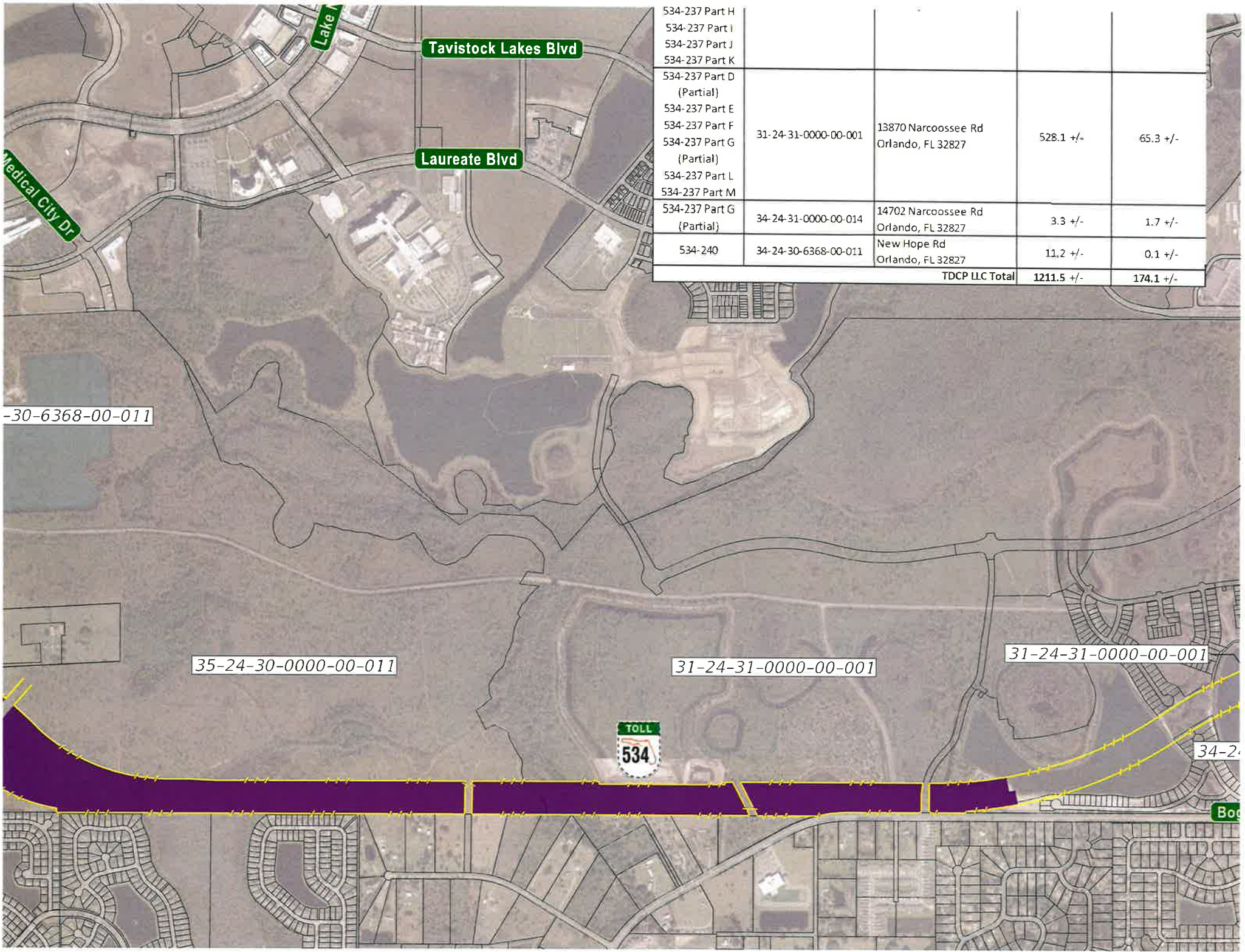
Laureate Blvd

Medical City Dr

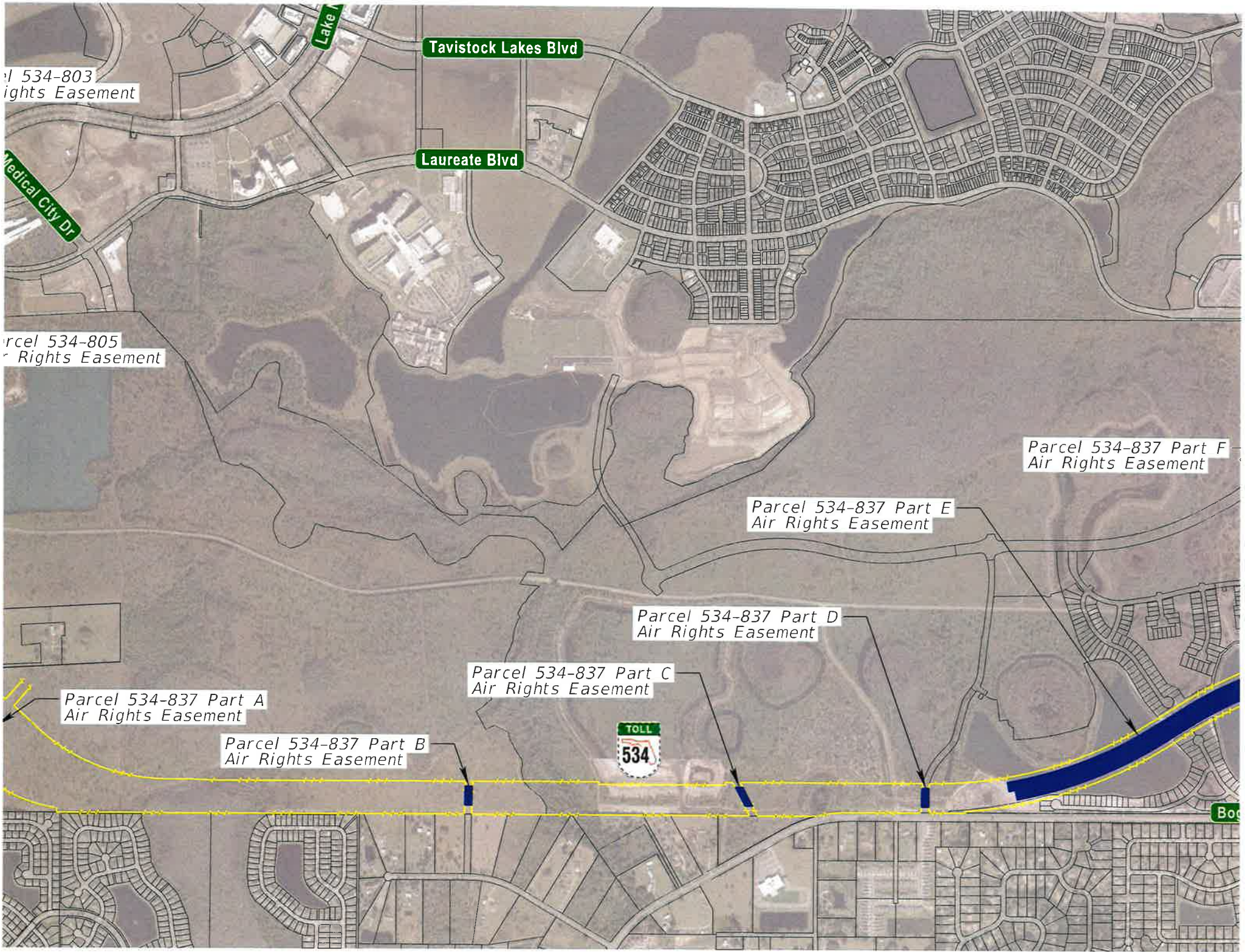
TOLL
534

26-24-30-0000-00-023

lvd



534-237 Part H				
534-237 Part I				
534-237 Part J				
534-237 Part K				
534-237 Part D (Partial)				
534-237 Part E				
534-237 Part F	31-24-31-0000-00-001	13870 Narcoossee Rd Orlando, FL 32827	528.1 +/-	65.3 +/-
534-237 Part G (Partial)				
534-237 Part L				
534-237 Part M				
534-237 Part G (Partial)	34-24-31-0000-00-014	14702 Narcoossee Rd Orlando, FL 32827	3.3 +/-	1.7 +/-
534-240	34-24-30-6368-00-011	New Hope Rd Orlando, FL 32827	11.2 +/-	0.1 +/-
TDCP LLC Total			1211.5 +/-	174.1 +/-



Parcel 534-803
Air Rights Easement

Tavistock Lakes Blvd

Laureate Blvd

Medical City Dr

Parcel 534-805
Air Rights Easement

Parcel 534-837 Part F
Air Rights Easement

Parcel 534-837 Part E
Air Rights Easement

Parcel 534-837 Part D
Air Rights Easement

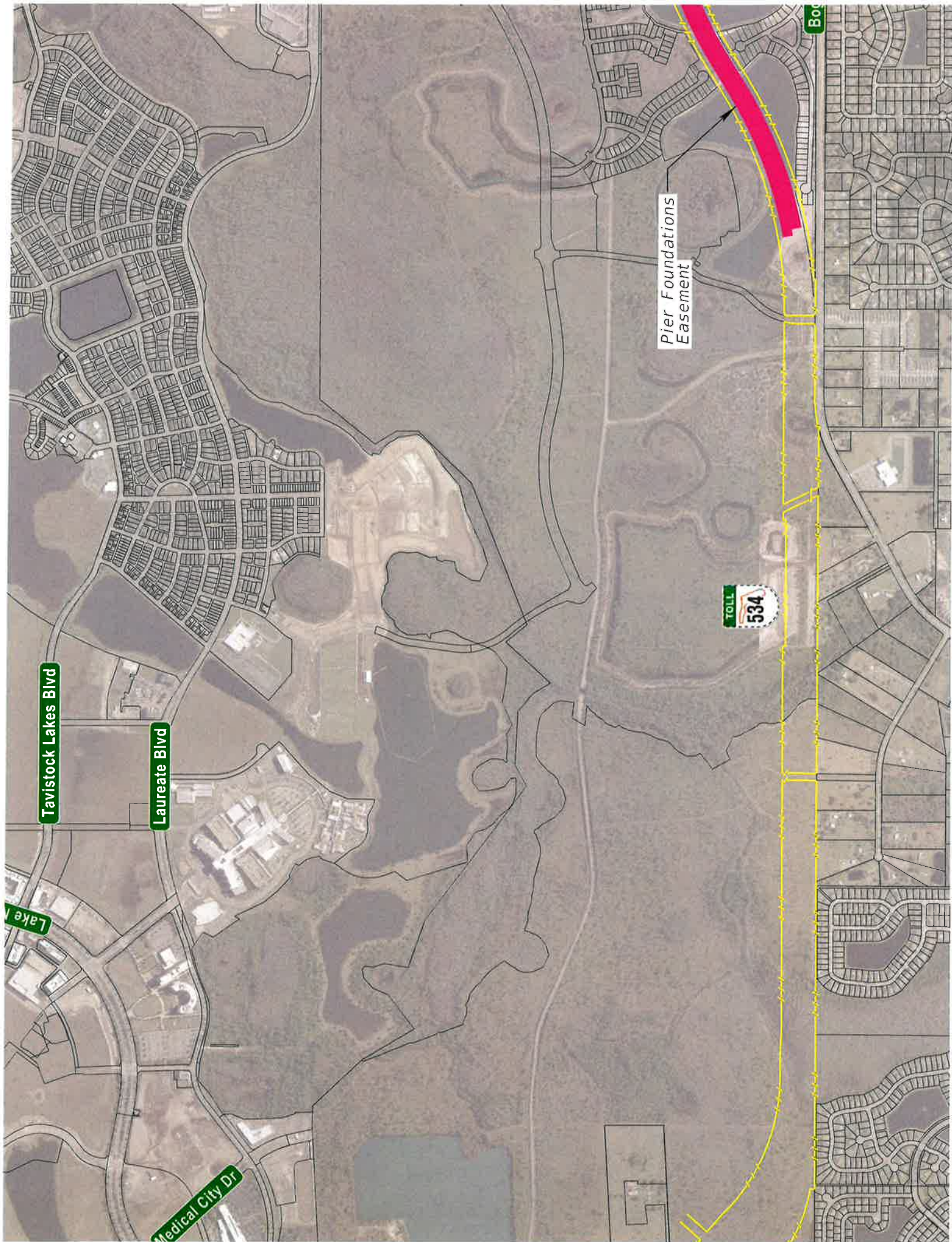
Parcel 534-837 Part C
Air Rights Easement

Parcel 534-837 Part A
Air Rights Easement

Parcel 534-837 Part B
Air Rights Easement



Bo



Pier Foundations
Easement

TOLL
534

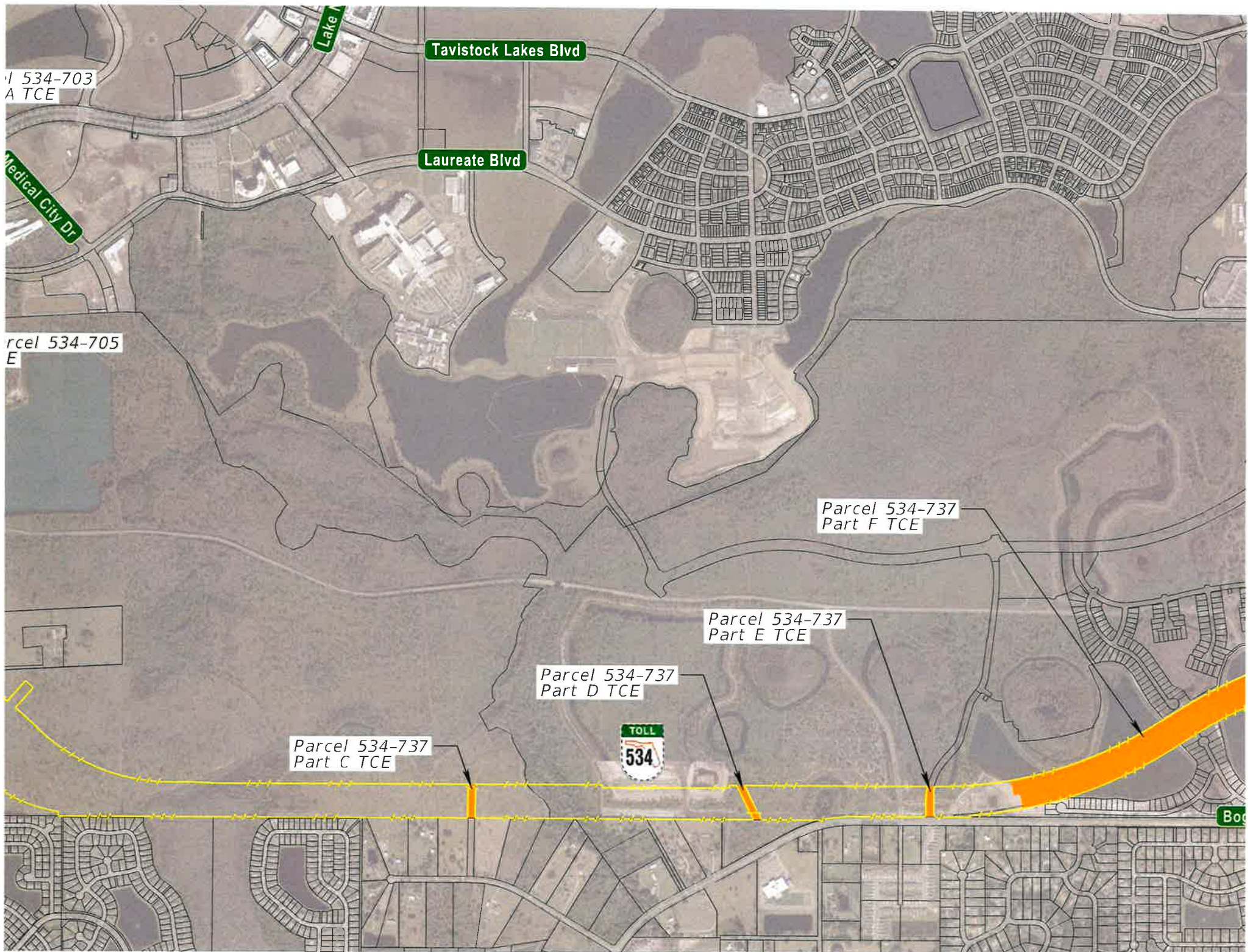
Tavistock Lakes Blvd

Laureate Blvd

Lake

Medical City Dr

Bo



Parcel 534-703 Part B
Local ROW TCE

Lake

Tavistock Lakes Blvd

Laureate Blvd

Medical City Dr

Parcel 534-737 Part G
Local ROW TCE

Parcel 534-737 Part A
Local ROW TCE

Parcel 534-737 Part B
Local ROW TCE



Bo



Parcel 534-857
Offsite Pond

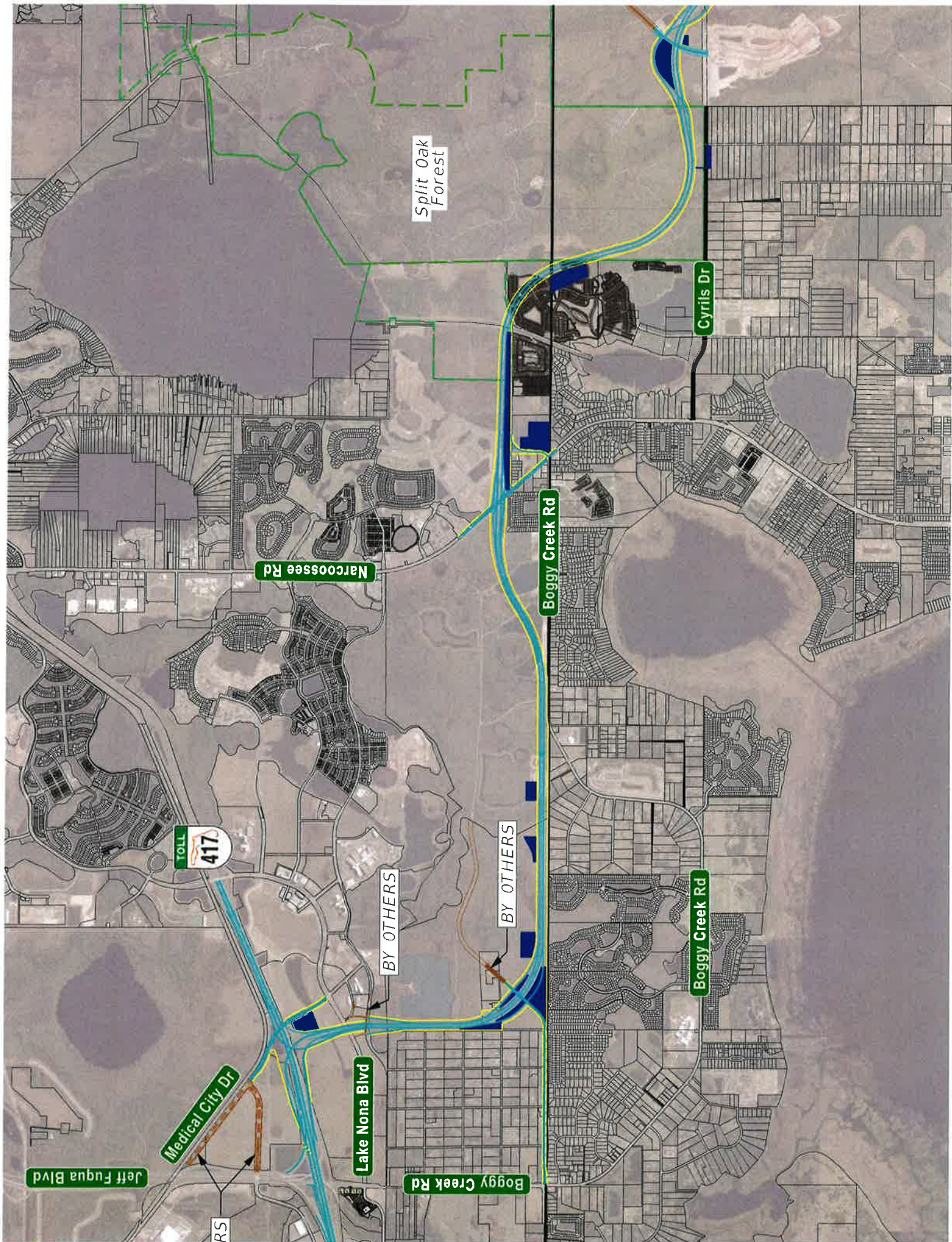
Parcel 534-858
Offsite Pond

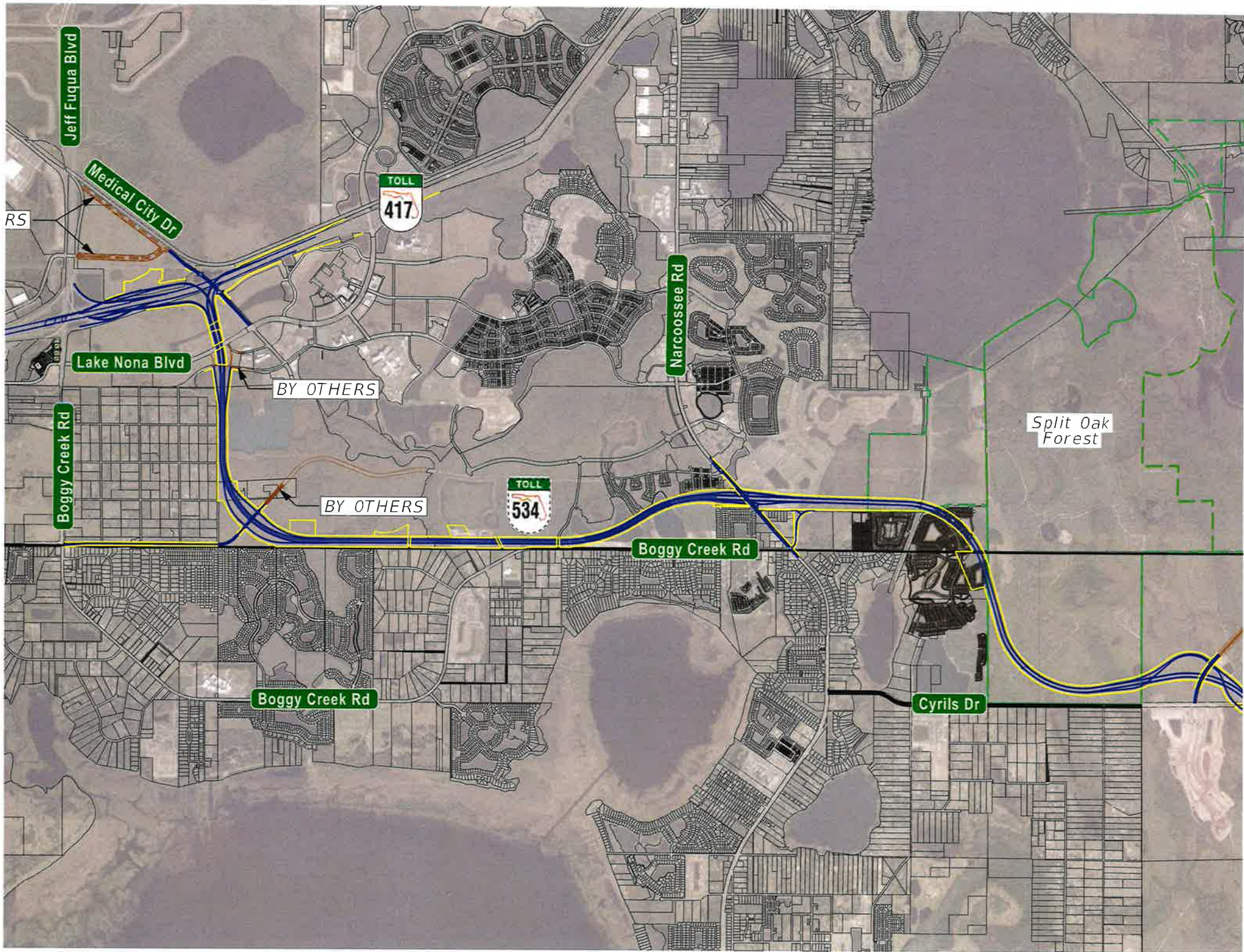
Parcel 534-859
Offsite Pond

Parcel 534-837 Part E
Offsite Pond



Boggy Creek Rd





Jeff Fuqua Blvd

Medical City Dr

TOLL
417

Narcossee Rd

Lake Nona Blvd

BY OTHERS

Boggy Creek Rd

BY OTHERS

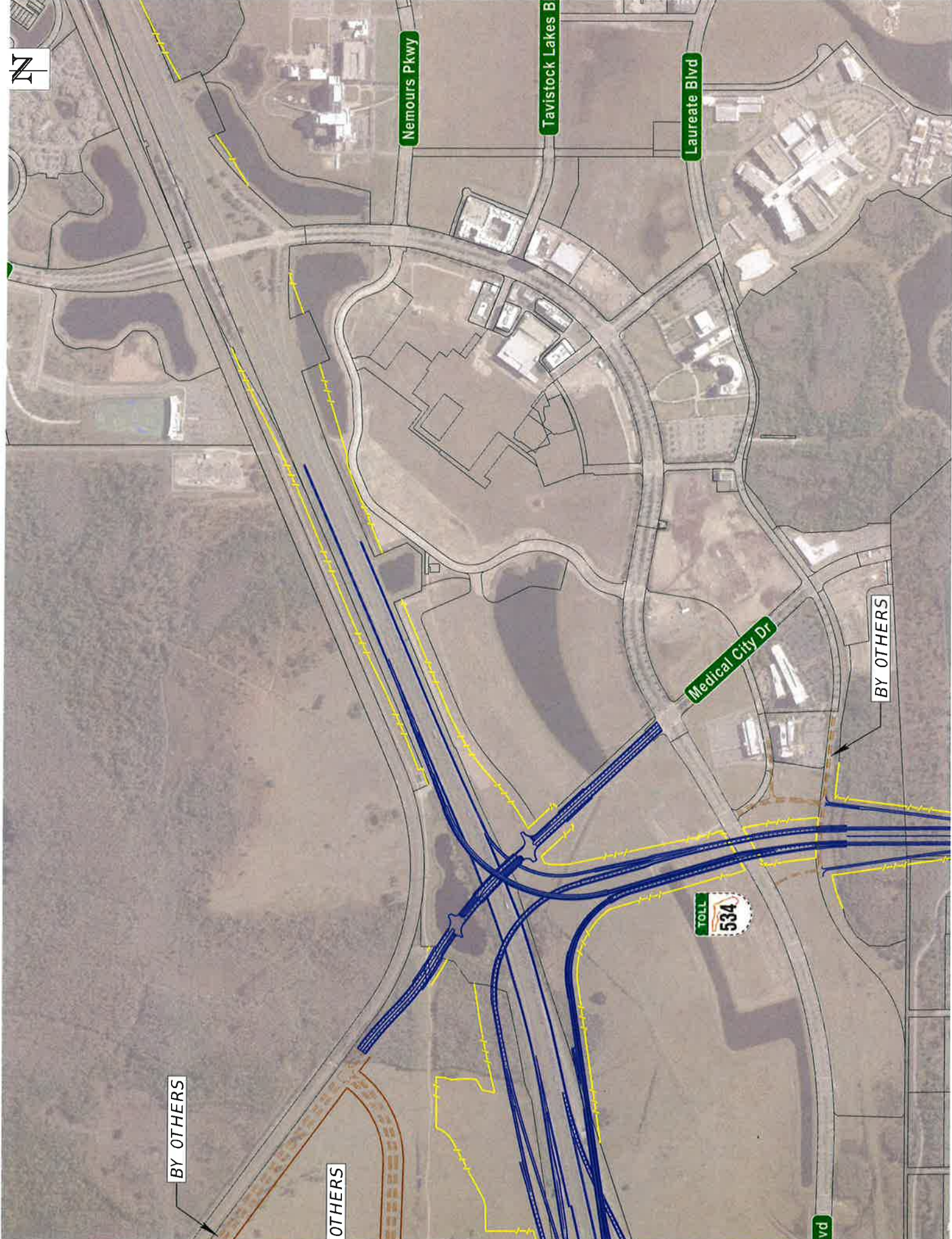
TOLL
534

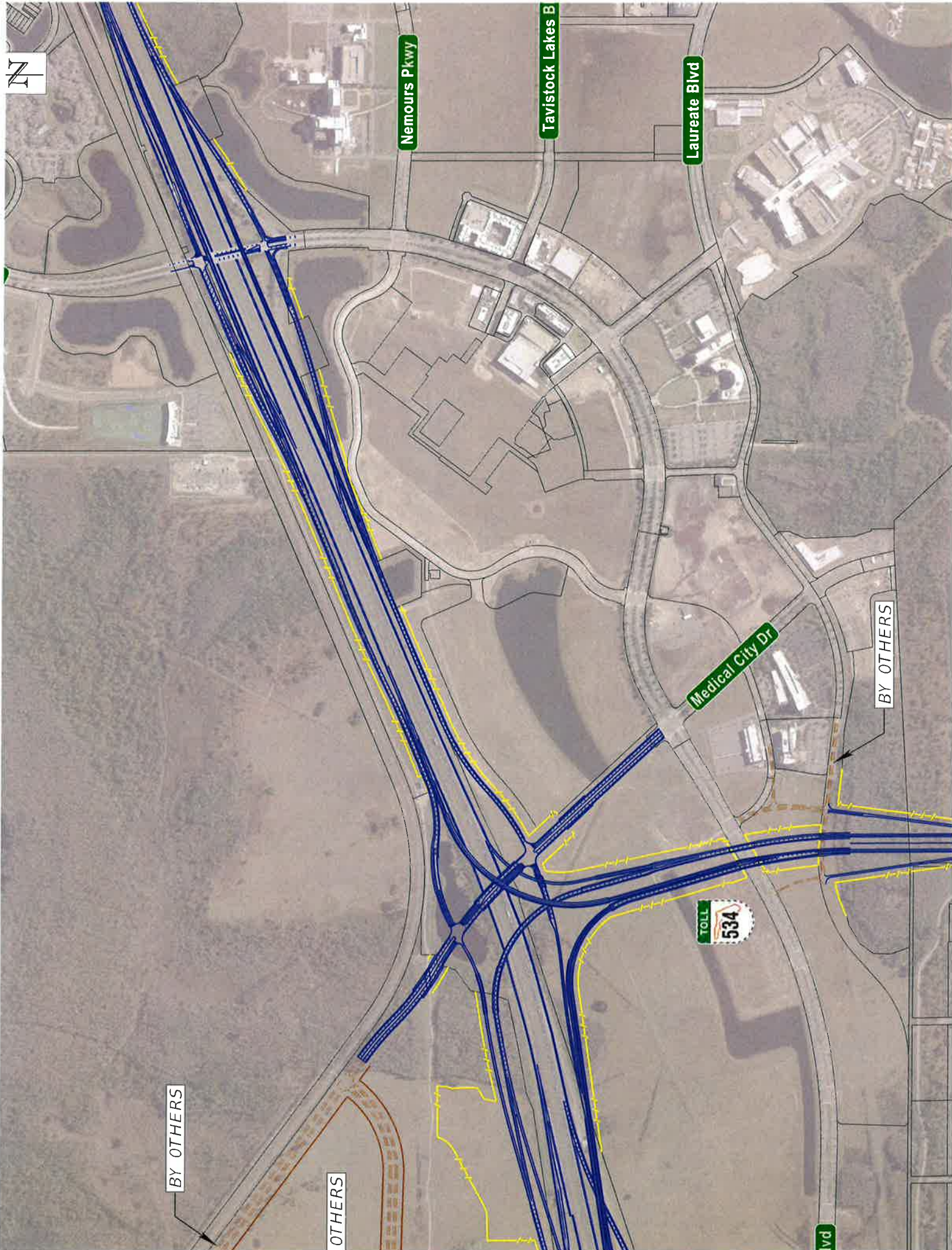
Boggy Creek Rd

Split Oak
Forest

Boggy Creek Rd

Cyrils Dr





N

Nemours Pkwy

Tavistock Lakes Blvd

Laureate Blvd

Medical City Dr

TOLL 534

BY OTHERS

OTHERS

BY OTHERS

lvd

BY OTHERS



Nemours Pkwy

Tavistock Lakes Blvd

Laureate Blvd

Medical City Dr

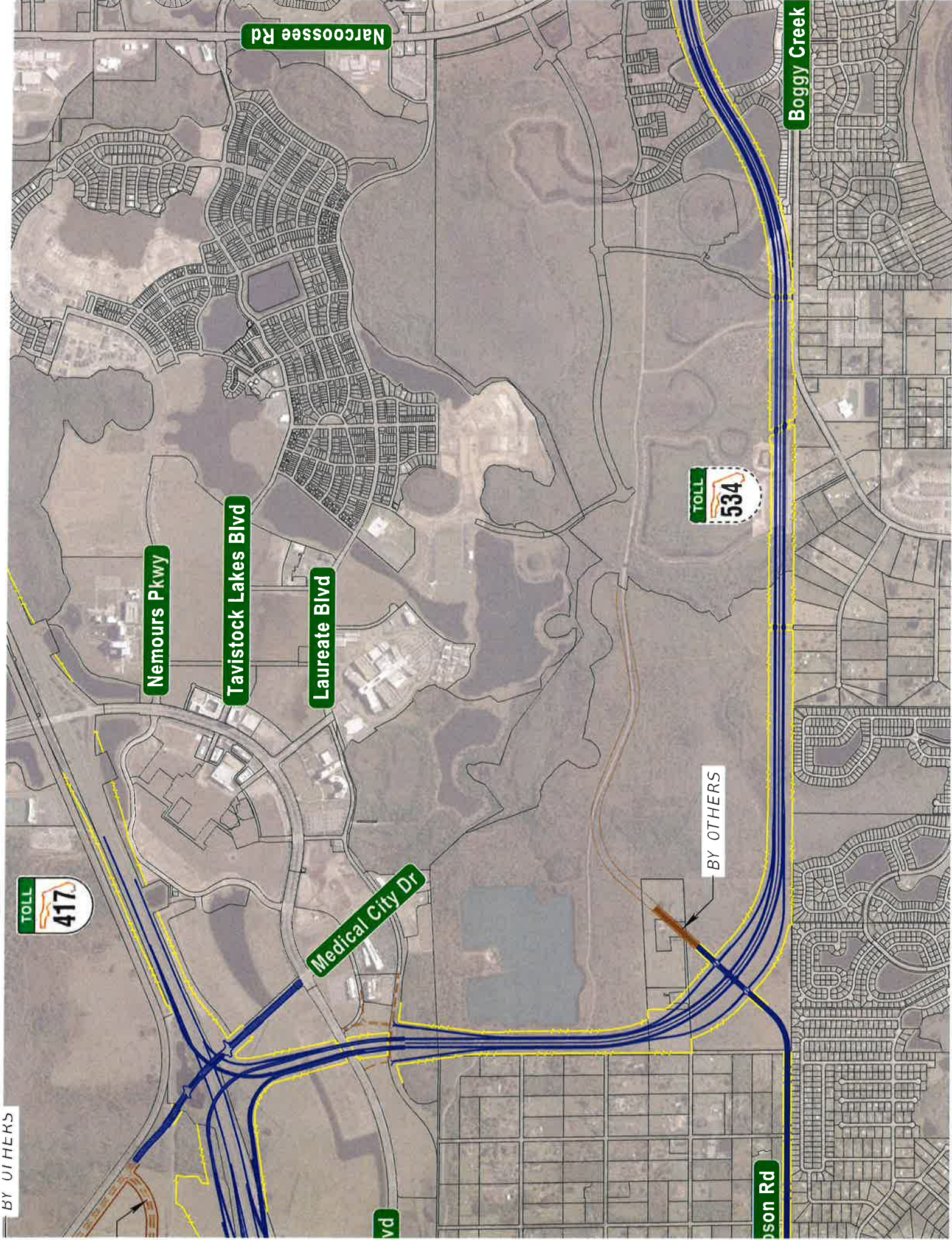
Narcoossee Rd

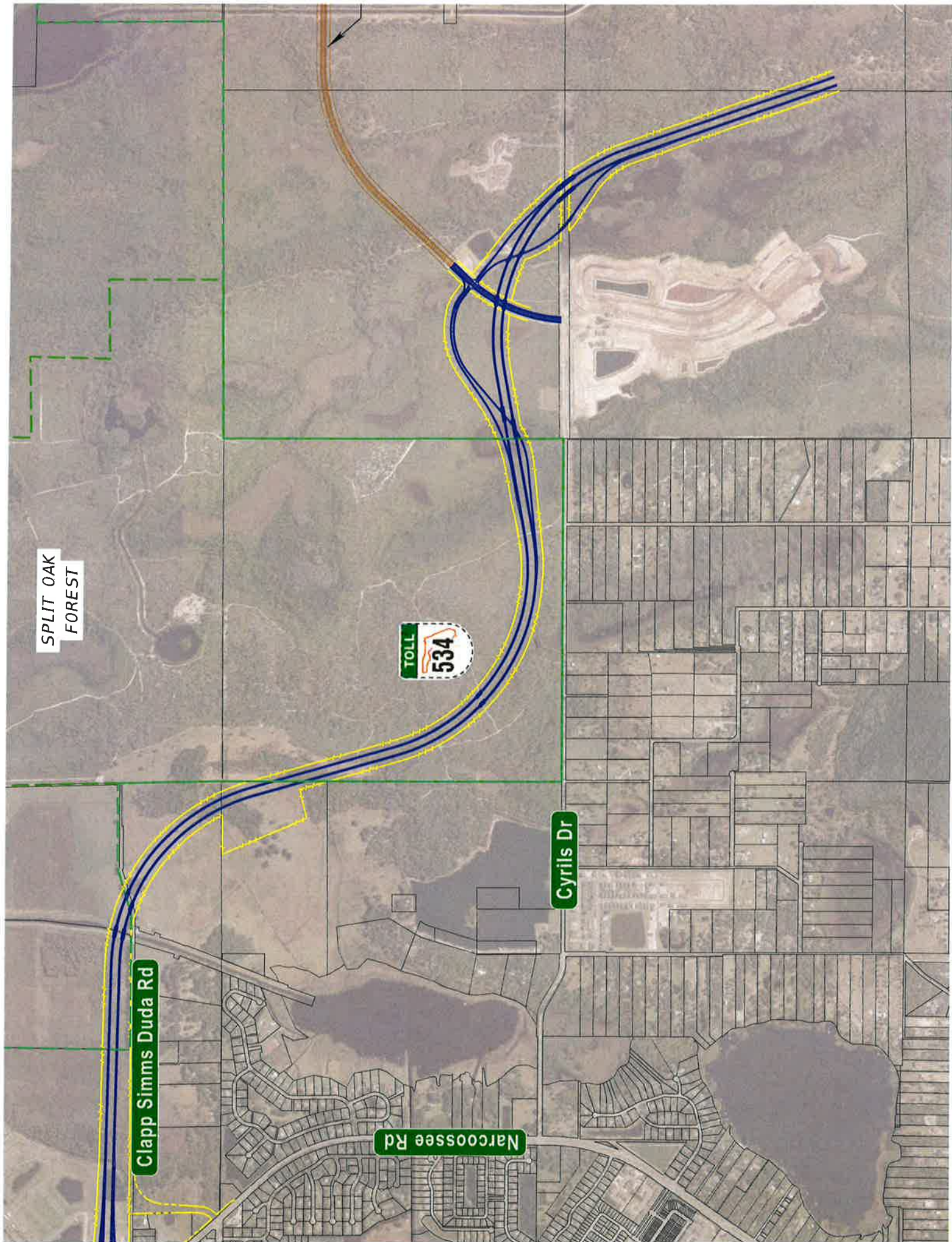


BY OTHERS

son Rd

Boggy Creek





SPLIT OAK
FOREST

TOLL
534

Clapp Simms Duda Rd

Cyrils Dr

Narcoossee Rd

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-XXX
PARCEL NO. 534-860
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:


PART C

A parcel of land in the Northwest 1/4 of Section 26, and the Northeast 1/4 of Section 27, all in Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

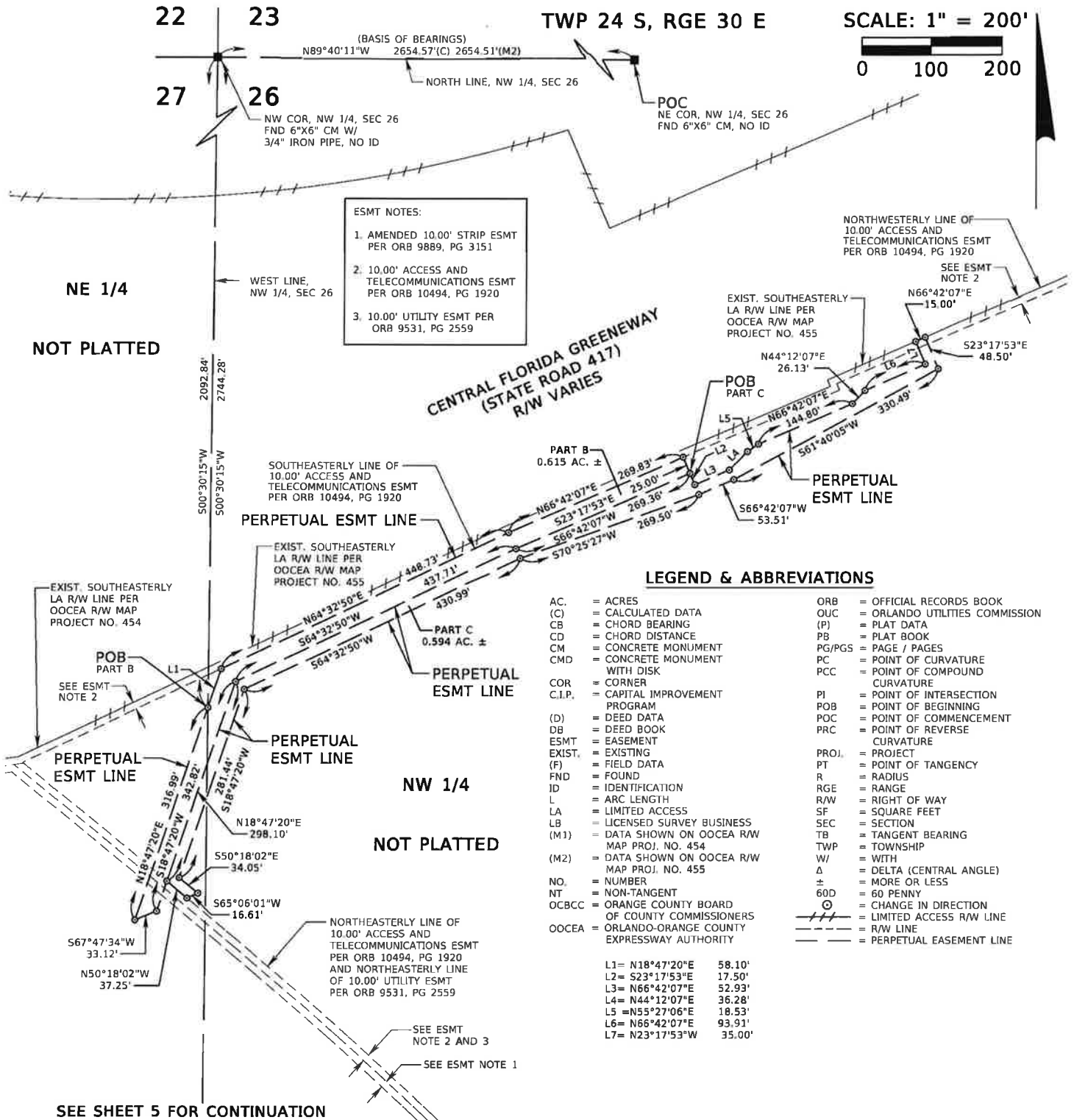
Commence at a found 6-inch by 6-inch concrete monument with no identification marking the Northeast corner of the Northwest 1/4 of Section 26, Township 24 South, Range 30 East, Orange County, Florida; thence run North 89°40'11" West along the North line of the Northwest 1/4 of said Section 26, a distance of 2654.57 feet to a found 6-inch by 6-inch concrete monument with a 3/4" iron pipe and no identification marking the Northwest corner of the Northwest 1/4 of said Section 26; thence departing said North line, run South 00°30'15" West along the West line of said Northwest 1/4, a distance of 2092.84 feet; thence departing said West line, run North 18°47'20" East, a distance of 58.10 feet to a point on the Southeasterly line of a 10.00 feet wide Access and Telecommunications Easement as described and recorded in Official Records Book 10494, Page 1920 of the Public Records of Orange County, Florida; thence run along said Southeasterly line the following two (2) courses and distances: thence North 64°32'50" East, a distance of 448.73 feet; thence North 66°42'07" East, a distance of 269.83 feet; thence departing said Southeasterly line, run South 23°17'53" East, a distance of 25.00 feet to the POINT OF BEGINNING; thence continue South 23°17'53" East, a distance of 17.50 feet; thence North 66°42'07" East, a distance of 52.93 feet; thence North 44°12'07" East, a distance of 36.28 feet; thence North 55°27'06" East, a distance of 18.53 feet; thence North 66°42'07" East, a distance of 144.80 feet; thence North 44°12'07" East, a distance of 26.13 feet; thence North 66°42'07" East, a distance of 93.91 feet; thence North 23°17'53" West, a distance of 35.00 feet to a point on the existing Southeasterly Limited Access Right of Way line of State Road 417 (Central Florida Greenway) a varied width Right of Way as shown on Orlando-Orange County Expressway Authority (OOCEA) Right of Way Project Number 455 and a point on the Northwesterly line of aforesaid 10.00 feet wide Access and Telecommunications Easement; thence run North 66°42'07" East along said Southeasterly Right of Way line and along said Northwesterly Easement line, a distance of 15.00 feet; thence departing said Southeasterly Right of Way line and said Northwesterly Easement line, run South 23°17'53" East, a distance of 48.50 feet; thence South 61°40'05" West, a distance of 330.49 feet; thence South 66°42'07" West, a distance of 53.51 feet; thence South 70°25'27" West, a distance of 269.50 feet; thence South 64°32'50" West, a distance of 430.99 feet; thence South 18°47'20" West, a distance of 281.44 feet; thence South 50°18'02" East, a distance of 34.05 feet; thence South 65°06'01" West, a distance of 16.61 feet to a point on the Northeasterly line of aforesaid 10.00 feet wide Access and Telecommunications Easement and a point on the Northeasterly line of a 10.00 feet wide Utility Easement as described and recorded in Official Records Book 9531, Page 2559 of the Public Records of Orange County, Florida; thence run North 50°18'02" West along said Northeasterly line, a distance of 37.25 feet; thence departing said Northeasterly line, run North 18°47'20" East, a distance of 298.10 feet; thence North 64°32'50" East, a distance of 437.71 feet; thence North 66°42'07" East, a distance of 269.36 feet to the POINT OF BEGINNING.


Containing 0.594 acres, more or less.

SEE SHEET 4 FOR LEGEND
SEE SHEETS 4-5 FOR SKETCH OF DESCRIPTION

DATE	JANUARY 07, 2022		 Dewberry 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 534-860
DRAWN BY	M.ROLLINS					
CHECKED BY	S.WARE					
DEWBERRY PROJECT NO.	50088265					
			SR 534 (OSCEOLA PARKWAY EXTENSION) CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A	SHEET 1 OF 2	
REVISION	BY	DATE				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-XXX
PARCEL NO. 534-860
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT



DATE		JANUARY 07, 2022		<div>CERTIFICATION OF AUTHORIZATION NO. LB 8011</div> <div> Dewberry</div> <div>800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120</div>	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)		PARCEL 534-860	
DRAWN BY		M.ROLLINS					SCALE: 1"=200'	
CHECKED BY		S.WARE						
DEWBERRY PROJECT NO.		50088265			SR 534 (OSCEOLA PARKWAY EXTENSION) CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA		SHEET 2 OF 2	
REVISION		BY		DATE				

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-XXX
PARCEL NO. 534-860
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:


PART B

A parcel of land in the Northwest 1/4 of Section 26, and the Northeast 1/4 of Section 27, all in Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

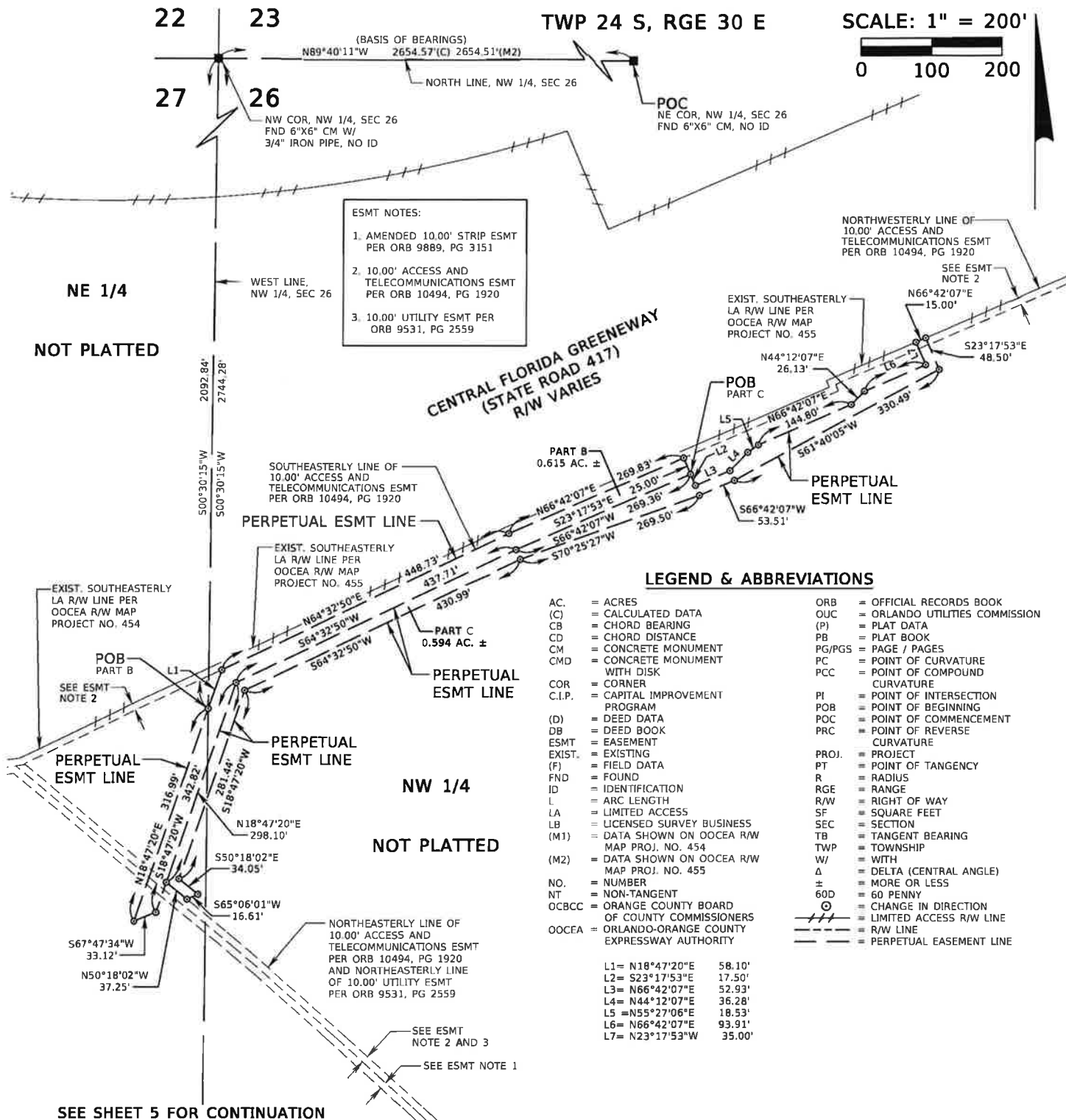
Commence at a found 6-inch by 6-inch concrete monument with no identification marking the Northeast corner of the Northwest 1/4 of Section 26, Township 24 South, Range 30 East, Orange County, Florida; thence run North 89°40'11" West along the North line of the Northwest 1/4 of said Section 26, a distance of 2654.57 feet to a found 6-inch by 6-inch concrete monument with a 3/4" iron pipe and no identification marking the Northwest corner of the Northwest 1/4 of said Section 26; thence departing said North line, run South 00°30'15" West along the West line of said Northwest 1/4, a distance of 2092.84 feet to the POINT OF BEGINNING; thence departing said West line, run North 18°47'20" East, a distance of 58.10 feet to a point on the Southeasterly line of a 10.00 feet wide Access and Telecommunications Easement as described and recorded in Official Records Book 10494, Page 1920 of the Public Records of Orange County, Florida; thence run along said Southeasterly line the following two (2) courses and distances: thence North 64°32'50" East, a distance of 448.73 feet; thence North 66°42'07" East, a distance of 269.83 feet; thence departing said Southeasterly line, run South 23°17'53" East, a distance of 25.00 feet; thence South 66°42'07" West, a distance of 269.36 feet; thence South 64°32'50" West, a distance of 437.71 feet; thence South 18°47'20" West, a distance of 342.82 feet; thence South 67°47'34" West, a distance of 33.12 feet; thence North 18°47'20" East, a distance of 316.99 feet to the POINT OF BEGINNING.

Containing 0.615 acres, more or less.

SEE SHEET 4 FOR LEGEND
SEE SHEETS 4-5 FOR SKETCH OF DESCRIPTION

DATE	JANUARY 07, 2022	 Dewberry 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 534-860
DRAWN BY	M. ROLLINS			SCALE: N/A
CHECKED BY	S. WARE		SR 534 (OSCEOLA PARKWAY EXTENSION) CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SHEET 1 OF 2
DEWBERRY PROJECT NO.	500882 65			
REVISION	BY	DATE		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-XXX
PARCEL NO. 534-860
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT



SEE SHEETS 1-3 FOR LEGAL DESCRIPTION

DATE	JANUARY 07, 2022		<div>CERTIFICATION OF AUTHORIZATION NO. LB 8011</div> <div> Dewberry</div> <div>800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120</div>	<div>SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)</div> <div>SR 534 (OSCEOLA PARKWAY EXTENSION) CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA</div>	PARCEL 534-860
DRAWN BY	M.ROLLINS				SCALE: 1"=200'
CHECKED BY	S.WARE			SHEET 2 OF 2	
DEWBERRY PROJECT NO.	50088265				
REVISION	BY	DATE			

EXHIBIT "F"
Form of Beneficial Interest Affidavit

AFFIDAVIT OF DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO:

FROM:

PROPERTY: See Exhibit "A" attached hereto and incorporated herein by this reference

This Affidavit of Disclosure of Interests in Real Property is made for the sole purpose of compliance with Section 286.23, Florida Statutes, in connection with a conveyance of the Property to **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida. Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a beneficial interest in the Property is set forth on Exhibit "B" attached hereto and incorporated herein by reference.

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath, and I understand that I am subject to penalties for perjury for any false information contained herein.

a _____

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 202_, by _____, as _____ of _____, a _____, on behalf of the _____. He is ☐ personally known to me or ☐ has produced _____ as identification (if left blank, then personally known to me).

(Signature of Notary Public)

(Typed Name of Notary Public)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT "F"
Form of Beneficial Interest Affidavit

EXHIBIT "A"
Legal Description

EXHIBIT "F"
Form of Beneficial Interest Affidavit

EXHIBIT "B"
Person(s) Holding a Beneficial Interest

Name:

Address:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-XXX
PARCEL NO. 534-860
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:

PART A

A parcel of land in the Southwest 1/4 of Section 26, and the Southeast 1/4 of Section 27, all in Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at a found 6-inch by 6-inch concrete monument with no identification marking the Northeast corner of the Northwest 1/4 of Section 26, Township 24 South, Range 30 East, Orange County, Florida; thence run North 89°40'11" West along the North line of the Northwest 1/4 of said Section 26, a distance of 2654.57 feet to a found 6-inch by 6-inch concrete monument with a 3/4" iron pipe and no identification marking the Northwest corner of the Northwest 1/4 of said Section 26; thence departing said North line, run South 00°30'15" West along the West line of said Northwest 1/4, a distance of 2744.28 feet to the Northwest corner of the Southwest 1/4 of said Section 26; thence run South 00°43'30" West along the West line of said Southwest 1/4, a distance of 482.50 feet to the POINT OF BEGINNING; thence departing said West line, run North 59°32'50" East, a distance of 31.64 feet; thence South 11°52'04" East, a distance of 519.98 feet; thence North 30°27'10" West, a distance of 222.80 feet; thence South 68°54'18" West, a distance of 155.92 feet; thence North 30°27'10" West, a distance of 24.71 feet; thence South 59°32'50" West, a distance of 166.89 feet; thence North 16°13'01" West, a distance of 226.97 feet; thence North 59°32'50" East, a distance of 398.99 feet to the POINT OF BEGINNING.

Containing 2.548 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF CERTIFICATE OF TITLE PREPARED BY COMPANY NAME AS TO FILE NO. XXXXXXXXX, EFFECTIVE DATE OF MONTH XX, 2022
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 89°40'11" WEST ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 26, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM NO. 5381, ON XX/XX/XXXX PER FAC 5J-17.062(2).


I HEREBY CERTIFY THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



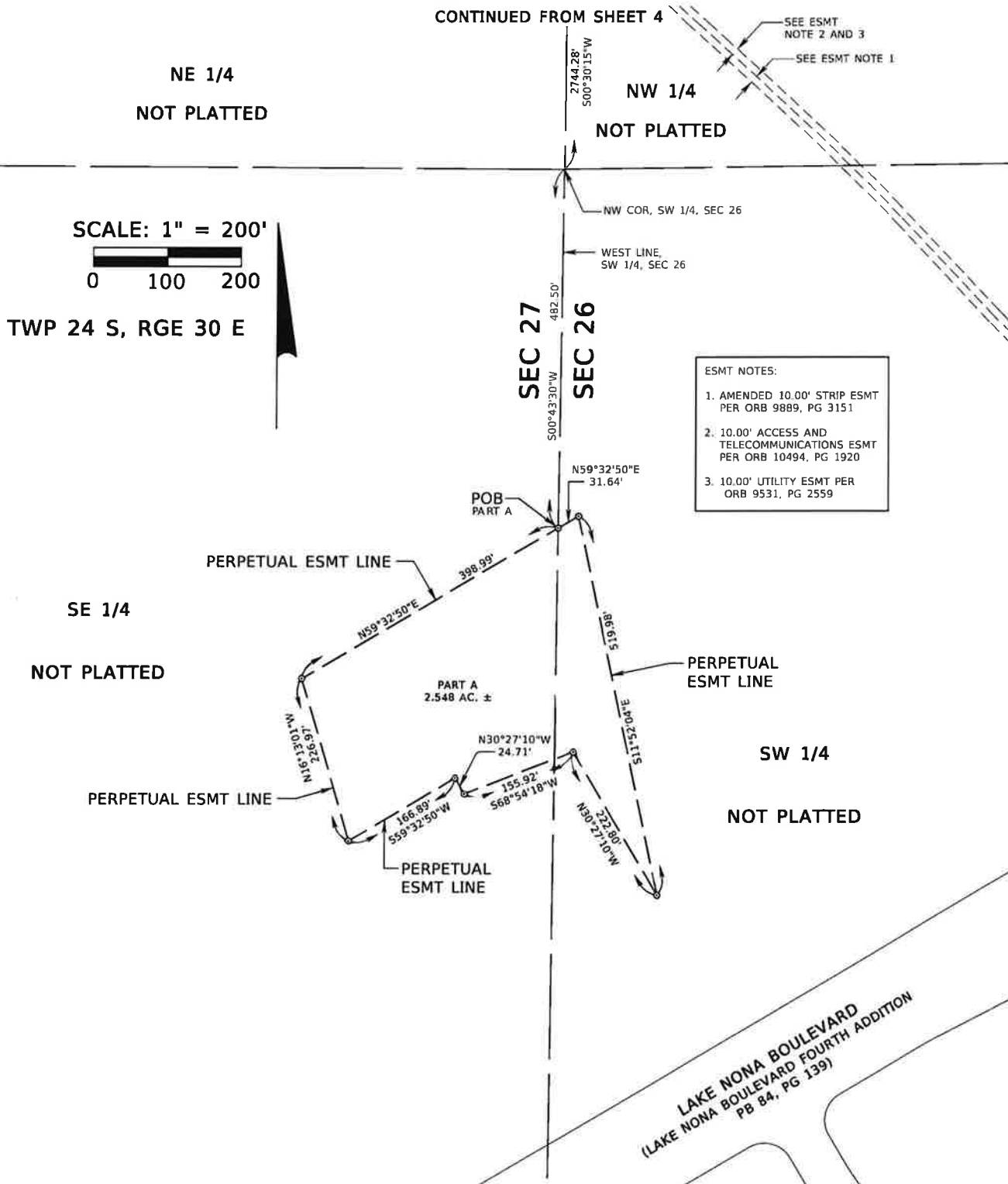
WILLIAM D. DONLEY, P.S.M.
LICENSE NUMBER 5381

NOT VALID WITHOUT THE SIGNATURE
AND SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

SEE SHEET 4 FOR LEGEND
SEE SHEETS 4-5 FOR SKETCH OF DESCRIPTION

DATE	JANUARY 07, 2022		 Dewberry 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 534-860	
DRAWN BY	M.ROLLINS					SR 534 (OSCEOLA PARKWAY EXTENSION) CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A
CHECKED BY	S.WARE						
DEWBERRY PROJECT NO.	500882 65						
REVISION	BY	DATE				SHEET 1 OF 2	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 534 (OSCEOLA PARKWAY EXTENSION)
 PROJECT NO. 534-XXX
 PARCEL NO. 534-860
 PURPOSE: PERPETUAL EASEMENT
 ESTATE: EASEMENT



SEE SHEETS 1-3 FOR LEGAL DESCRIPTION

DATE	JANUARY 07, 2022	
DRAWN BY	M.ROLLINS	
CHECKED BY	S.WARE	
DEWBERRY PROJECT NO.	500882 65	

CERTIFICATION OF
AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-860

SCALE: 1"=200'

SHEET 2 OF 2

EXISTING OUTFALL DITCH
TO BE RELOCATED OUTSIDE
L/A ROW BY TDC

PARCEL 534-237 PART D
TDC CONST. EASEMENT

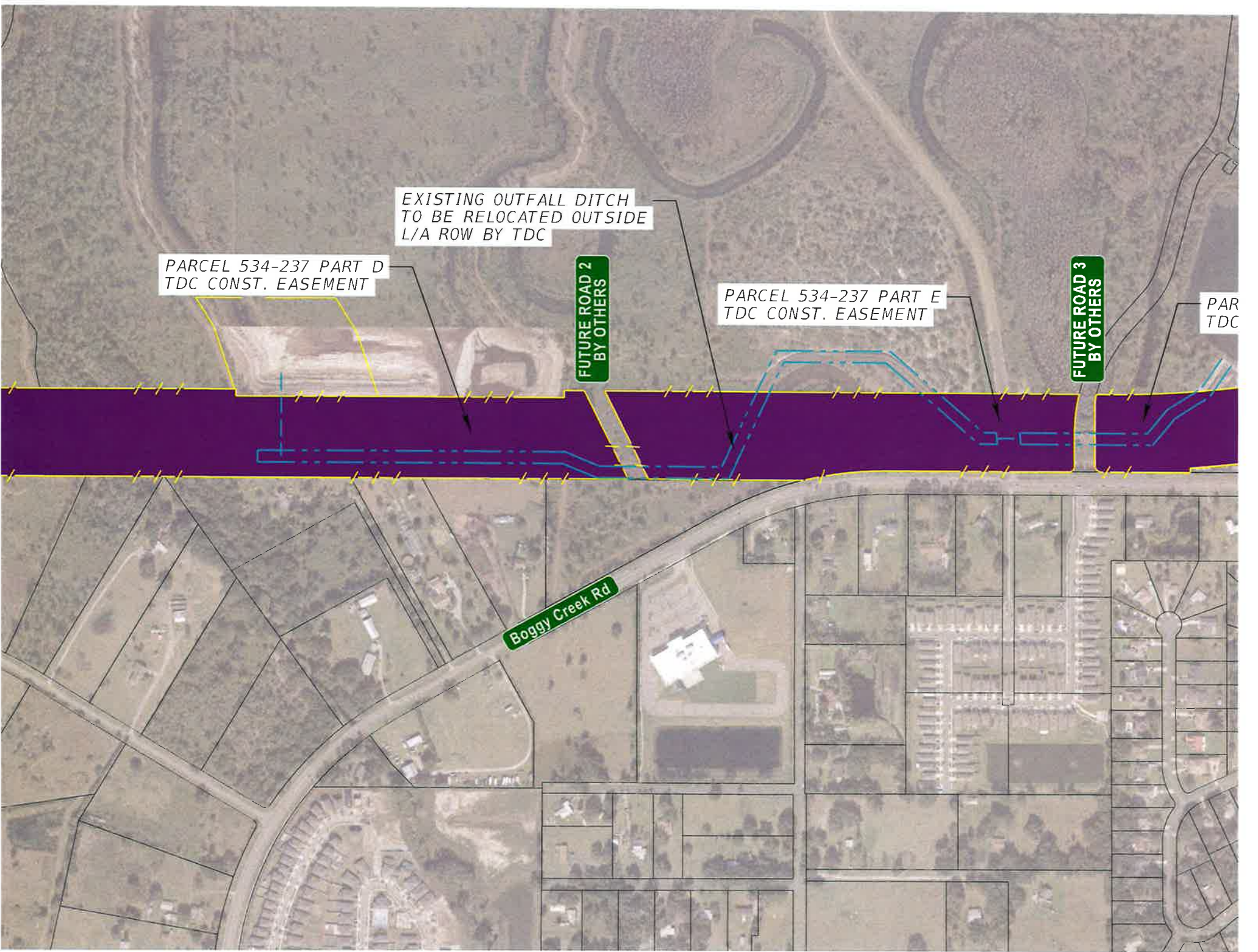
FUTURE ROAD 2
BY OTHERS

PARCEL 534-237 PART E
TDC CONST. EASEMENT

FUTURE ROAD 3
BY OTHERS

PAR
TDC

Boggy Creek Rd



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-XXX
PARCEL NO. 534-237
PURPOSE: LIMITED ACCESS RIGHTS ONLY (PART N)
RIGHT OF WAY (PART O)
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

PART N

All rights of ingress, egress, light, air and view between the properties lying on either side of the following described line lying in a portion of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at a found nail and washer with no identification in asphalt box cut-out marking the Southeast corner of the Southwest 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run North 01°11'30" West along the East line of the Southwest 1/4 of said Section 32, a distance of 1310.93 feet to a point on the existing Southwesterly Right of Way line of Narcoossee Road, a varied width Right of Way as shown on Orange County Board of County Commissioners Right of Way Map, Capital Improvement Program 5101; thence departing said East line, run North 41°42'12" West along said Southwesterly Right of Way line, a distance of 213.86 feet to a point on the North line of Fell's Landing according to the plat thereof as recorded in Plat Book 77, Page 42 of the Public Records of Orange County, Florida; thence departing said Southwesterly Right of Way line, run North 89°42'29" West along said North line, a distance of 37.94 feet to the POINT OF BEGINNING; thence departing said North line, run North 41°41'44" West, a distance of 60.55 feet to the POINT OF TERMINUS.

Limited Access rights only along a line without area.


PART O

A parcel of land in the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at a found nail and washer with no identification in asphalt box cut-out marking the Southeast corner of the Southwest 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run North 01°11'30" West along the East line of the Southwest 1/4 of said Section 32, a distance of 1310.93 feet to a point on the existing Southwesterly Right of Way line of Narcoossee Road, a varied width Right of Way as shown on Orange County Board of County Commissioners Right of Way Map, Capital Improvement Program 5101; thence departing said East line, run North 41°42'12" West along said Southwesterly Right of Way line, a distance of 213.86 feet to a point on the North line of Fell's Landing according to the plat thereof as recorded in Plat Book 77, Page 42 of the Public Records of Orange County, Florida; thence departing said Southwesterly Right of Way line, run North 89°42'29" West along said North line, a distance of 37.94 feet to the POINT OF BEGINNING; thence continue North 89°42'29" West along said North line and along the North line of Fell's Landing Phase 2 according to the plat thereof as recorded in Plat Book 78, Page 104 of the Public Records of Orange County, Florida, a distance of 1170.39 feet to a point on the North line of Poitras East N-7 according to the plat thereof as recorded in Plat Book 106, Page 148 of the Public Records of Orange County, Florida; thence departing the North line of said Fell's Landing Phase 2, continue North 89°42'29" West along the North line of said Poitras East N-7, a distance of 74.17 feet to a point on the East line of said Poitras East N-7; thence departing said North line, run North 00°17'32" East along said East line, a distance of 97.54 feet; thence departing said East line, run South 85°16'33" East, a distance of 236.67 feet; thence South 82°41'58" East, a distance of 200.20 feet; thence South 85°16'33" East, a distance of 79.97 feet; thence South 00°17'31" West, a distance of 3.63 feet; thence South 89°42'29" East, a distance of 689.66 feet; thence South 41°41'44" East, a distance of 60.55 feet to the POINT OF BEGINNING.

Containing 1.613 acres, more or less.

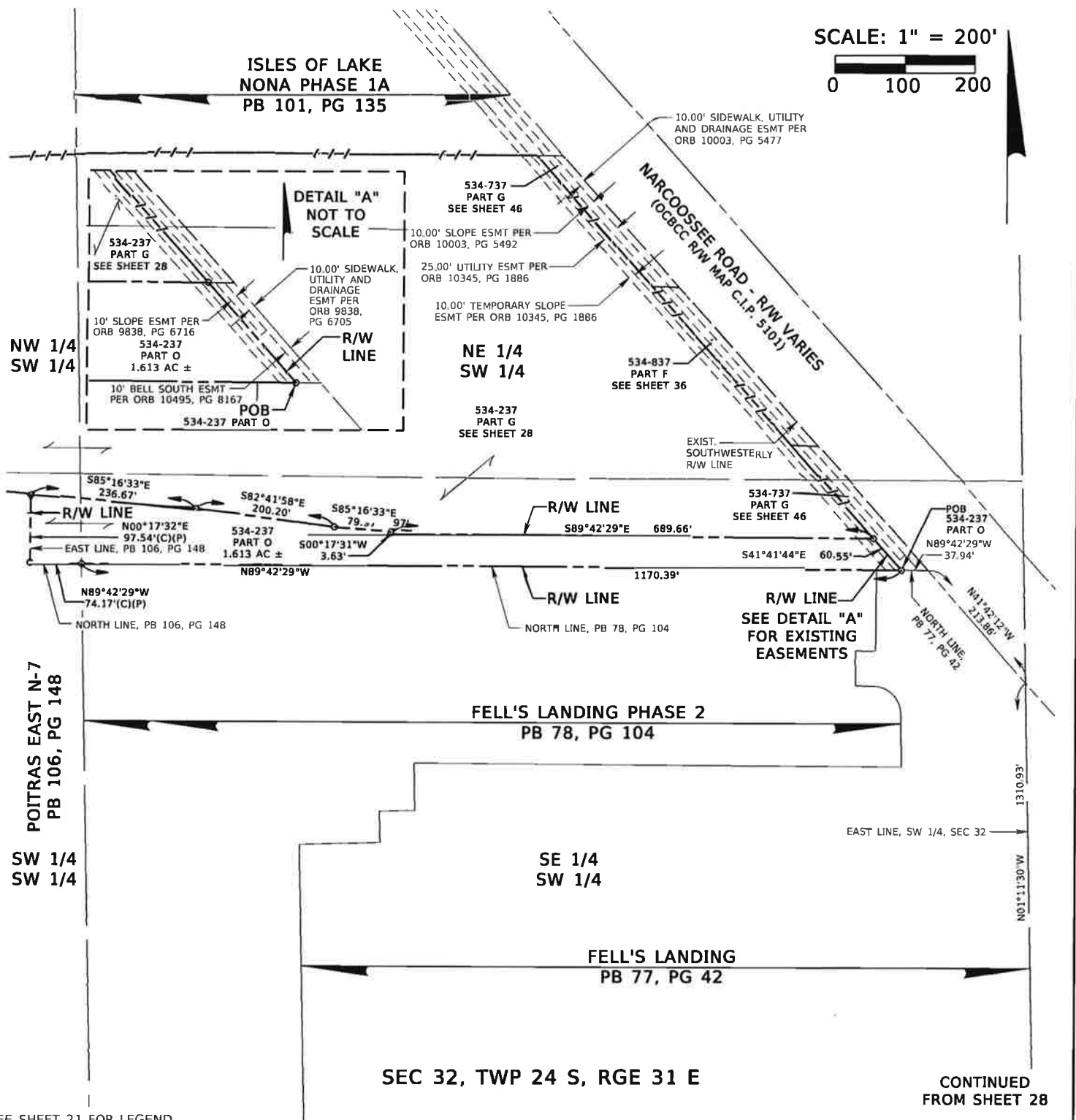
SEE SHEET 21 FOR LEGEND
SEE SHEETS 21-47 FOR SKETCH OF DESCRIPTION

DATE	JANUARY 07, 2022		 Dewberry 800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120	CERTIFICATION OF AUTHORIZATION NO. LB 8011	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 534- 237/737/837
DRAWN BY	M.ROLLINS					
CHECKED BY	S.WARE					
DEWBERRY PROJECT NO.	500882 65					
					SR 534 (OSCEOLA PARKWAY EXTENSION) CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA	SCALE: N/A

ESTATE: FEE SIMPLE



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 534 (OSCEOLA PARKWAY EXTENSION)
 PROJECT NO. 534-XXX
 PARCEL NO. 534-237
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE



SEE SHEET 21 FOR LEGEND
 SEE SHEETS 1-20 FOR LEGAL DESCRIPTION

DATE	JANUARY 07, 2022
DRAWN BY	M.ROL LINS
CHECKED BY	S.WARE
D. WBERR Y PROCTE NO.	50 8826 5
REVISION	BY DATE

CERTIFICATION OF
 AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
 SUITE 1000
 ORLANDO, FLORIDA 32803
 (407) 843-5120

SKETCH OF DESCRIPTION
 (THIS IS NOT A BOUNDARY SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
 CENTRAL FLORIDA
 EXPRESSWAY AUTHORITY
 ORANGE COUNTY, FLORIDA

PARCEL 534-
 237/737/837

SCALE: 1"=200'

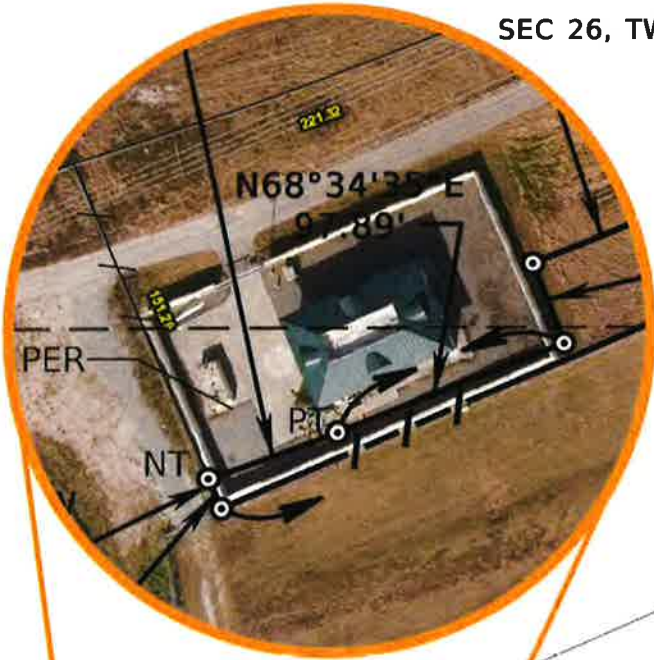
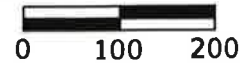
SHEET 3 OF 3

CONTINUED
 FROM SHEET 28

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 SR 534 (OSCEOLA PARKWAY EXTENSION)
 PROJECT NO. 534-XXX
 PARCEL NO. 534-209
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE

SEC 26, TWP 24 S, RGE 30 E

SCALE: 1" = 200'



NW 1/4

OUC RAILROAD
 (OUC R/W PER
 ORB 3494, PG 2564)

NOT PLATTED

LA R/W LINE

LA R/W LINE

CENTRAL FLORIDA GREENWAY
 (STATE ROAD 417)
 R/W VARIES

CONTINUED FROM SHEET 4

Δ= 03°22'22"
 L= 55.32'
 R= 938.67'
 CD= 55.31'
 CB= N77°15'46"E
 TB= N7°56'57"E

Δ= 05°03'09"
 L= 762.78'
 R= 8650.00'
 CD= 762.53'
 CB= N66°03'00"E

OUC ESMT PER
 ORB 4447, PG 3045


EXIST. NORTHWESTERLY
 LA R/W LINE PER
 OOCEA R/W MAP
 PROJECT NO. 455

Δ= 03°45'40"
 L= 755.48'
 R= 11509.00'
 CD= 755.34'
 CB= N65°24'16"E

135' OUC ESMT PER
 ORB 2008, PG 343

LA R/W
 LINE

SEE SHEET 3 FOR LEGEND
 SEE SHEETS 1-2 FOR LEGAL DESCRIPTION

DATE		OCTOBER 08, 2021		<div>CERTIFICATION OF AUTHORIZATION NO. LB 8011</div> <div> Dewberry</div> <div>800 NORTH MAGNOLIA AVENUE SUITE 1000 ORLANDO, FLORIDA 32803 (407) 843-5120</div>	<div>SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)</div> <div>SR 534 (OSCEOLA PARKWAY EXTENSION) CENTRAL FLORIDA EXPRESSWAY AUTHORITY ORANGE COUNTY, FLORIDA</div>		PARCEL 534-209	
DRAWN BY		M.ROLLINS						
CHECKED BY		S.WARE						
DEWBERRY PROJECT NO.		500882 6						
					<div>SCALE: 1"=200'</div> <div>SHEET 1 OF 1</div>			
REVISION		BY		DATE				

Postras East Community Development District

**OUC Revision Streetlight Agreement for
Centerline Segment F**
(provided under separate cover)

Postras East Community Development District

**Operation and Maintenance Expenditures Paid in
January 2022 in an amount totaling \$3,946.31**

POITRAS EAST
COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817

PHONE: (407) 723-5900 • FAX: (407) 723-5901

Operation and Maintenance Expenditures
For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from January 1, 2022 through January 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$3,946.31**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Poitras East CDD
AP Check Register (Current by Bank)
Check Dates: 1/1/2022 to 1/31/2022

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: FCB - FLORIDA COMMUNITY BANK					001-101-0000-00-01
1246	01/10/22	M	S811	Sunshine 811	\$4.32
1247	01/10/22	M	VGLOBA	VGlobalTech	\$125.00
1248	01/18/22	M	BROWNI	Brownies Septic and Plumbing	\$350.00
1249	01/18/22	M	PFMGC	PFM Group Consulting	\$43.67
1250	01/31/22	M	PFMGC	PFM Group Consulting	\$2,916.67
1251	01/31/22	M	RLEVEY	Richard Levey	\$200.00
BANK FCB REGISTER TOTAL:					\$3,639.66
GRAND TOTAL :					\$3,639.66

3,639.66	Checks 1246-1251
306.65	PA 135 - OUC paid online
3,946.31	O&M cash spent

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT
** Denotes broken check sequence.

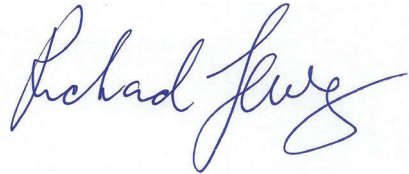
Postras East Community Development District

Payment Authorization #135

1/7/2022

Item No.	Payee	Invoice Number	General Fund
1	OUC Acct: 2989510986 ; Service 12/13/2021 - 01/03/2022	--	\$ 306.65
2	Sunshine 811 December Tickets	PS-INV1006374	\$ 4.32
3	VGlobalTech January Website Maintenance	3478	\$ 125.00

TOTAL \$ 435.97



Chairperson

RECEIVED

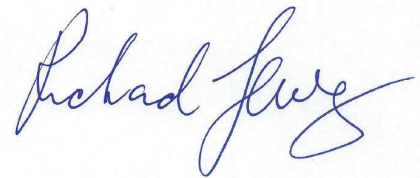
By Amanda Lane at 4:19 pm, Jan 07, 2022

Postras East Community Development District

Payment Authorization #136

1/14/2022

Item No.	Payee	Invoice Number	General Fund
1	Brownies Septic and Plumbing		
	Lift Station Monthly Maintenance	i79476	\$ 150.00
	Lift Station Repair	i79611	\$ 200.00
2	PFM Group Consulting		
	Billable Expenses	118677	\$ 43.67
TOTAL			\$ 393.67



Chairperson

Postras East Community Development District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
LaneA@pfm.com // (407) 723-5925

RECEIVED

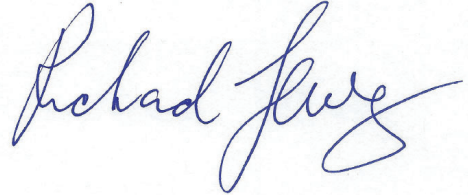
By Amanda Lane at 9:40 am, Jan 15, 2022

Poitras East Community Development District

Payment Authorization #137

1/21/2022

Item No.	Payee	Invoice Number	General Fund
1	PFM Group Consulting DM Fee: January 2022	DM-01-2022-043	\$ 2,916.67
2	Supervisor Fees - 01/18/2022 Meeting Richard Levey	--	\$ 200.00
TOTAL			\$ 3,116.67



Chairperson

Poitras East Community Development District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
LaneA@pfm.com // (407) 723-5925

RECEIVED

By Amanda Lane at 10:41 am, Jan 24, 2022

**Postras East
Community Development District**

**Requisition Nos. 2020-112 - 2020-121 Paid in
January 2022 in an amount totaling \$1,434,034.38**

POITRAS EAST
COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817

PHONE: (407) 723-5900 • FAX: (407) 723-5901

Requisition Recap
For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from January 1, 2022 through January 31, 2022. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
S2020-112	Florida Industrial Electric	\$69,644.49
S2020-113	Jr. Davis Construction Co.	\$738,412.59
S2020-114	Kittelson & Associates	\$2,457.25
S2020-115	Core & Main	\$15,286.32
S2020-116	Forterra	\$47,500.32
S2020-117	World Electric Supply	\$11,300.00
S2020-118	Core & Main	\$84,402.60
S2020-119	Donald W McIntosh Associates	\$14,879.90
S2020-120	Osceola Board of County Commissioners	\$11,940.88
S2020-121	World Electric Supply	\$438,210.03
		\$1,434,034.38

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 23, 2021	REQUISITION NO:	112
PAYEE:	Florida Industrial Electric	AMOUNT DUE:	\$69,644.49
ADDRESS:	104 Commerce Street Lake Mary, FL 32746	FUND:	<u>Acquisition/Construction</u>
ITEM:	Pay Application #6 for Project 13010 (Traffic Signal Improvements at Narcoossee Rd and Luminary Blvd) Through 12/25/2021		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Board of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

All invoice(s) are on file with the District from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: Richard Levey
Richard Levey (Jan 3, 2022 09:24 EST)
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY: Jeffrey J
Newton
DISTRICT ENGINEER

Digitally signed by Jeffrey
J Newton
Date: 2021.12.27 18:24:17
-05'00'

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 23, 2021	REQUISITION NO:	113
PAYEE:	Jr. Davis Construction Co.	AMOUNT DUE:	\$738,412.59
ADDRESS:	210 Hangar Road Kissimmee, FL 34741	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none">• Invoice 127634 (Pay Application #4) for Project 2082 (Poitras East Master Infrst 1D) Through 12/25/2021 – \$309,920.72• Invoice 127635 (Pay Application #4) for Project 2089 (Poitras East Master Infrs PH1C & Centerline Dr Seg F) Through 12/25/2021 – \$428,491.87		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Board of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

All invoice(s) are on file with the District from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: Richard Levey
Richard Levey (Jan 3, 2022 10:26 EST)
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY: Jeffrey J
Newton
DISTRICT ENGINEER

Digitally signed by Jeffrey J
Newton
Date: 2021.12.27 18:28:56
-05'00'

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	January 7, 2022	REQUISITION NO:	114
PAYEE:	Kittelson & Associates	AMOUNT DUE:	\$2,457.25
ADDRESS:	PO Box 40847 Portland, OR 97240	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 123200 for Project 262690 (Narcoossee & Luminary Post Design) Through 11/30/2021		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Board of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

All invoice(s) are on file with the District from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY:  1/10/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 11:05 am, Jan 11, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	January 14, 2021	REQUISITION NO:	115
PAYEE:	Core & Main	AMOUNT DUE:	\$15,286.32
ADDRESS:	PO Box 28330 St. Louis, MO 63146	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice P661447 for Phase 1C Construction Materials		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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All invoice(s) are on file with the District from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY:  1/17/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	January 14, 2021	REQUISITION NO:	116
PAYEE:	Forterra Pipe & Precast	AMOUNT DUE:	\$47,500.32
ADDRESS:	PO Box 842481 Dallas, TX 75284-2481	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none">• Invoice 11825899 for Centerline Drive Segment F Construction Materials – \$17,619.04• Invoice 11826143 for Centerline Drive Segment F Construction Materials – \$1,848.00• Invoice 11826175 for Centerline Drive Segment F Construction Materials – \$19,731.84• Invoice 11828241 for Centerline Drive Segment F Construction Materials – \$8,301.44		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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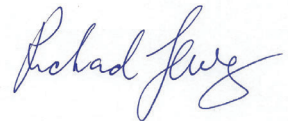
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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

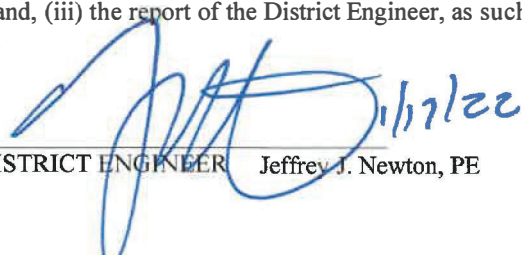
BY: _____
CHAIRMAN or VICE CHAIRMAN



DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY: _____
DISTRICT ENGINEER Jeffrey J. Newton, PE



RECEIVED

By Amanda Lane at 1:40 pm, Jan 17, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	January 14, 2021	REQUISITION NO:	117
PAYEE:	World Electric Supply	AMOUNT DUE:	\$11,300.00
ADDRESS:	PO Box 741020 Atlanta, GA 30374-1020	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none">• Invoice S043784350.010 for Infrastructure 1C Construction Materials – \$5,650.00• Invoice S043784350.021 for Infrastructure 1C Construction Materials – \$5,650.00		

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All invoice(s) are on file with the District from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY:  1/17/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	January 21, 2021	REQUISITION NO:	118
PAYEE:	Core & Main	AMOUNT DUE:	\$84,402.60
ADDRESS:	PO Box 28330 St. Louis, MO 63146	FUND:	<u>Acquisition/Construction</u>
ITEM:	See Enclosed Summary		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY:  1/24/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 3:22 pm, Jan 24, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	January 21, 2022	REQUISITION NO:	119
PAYEE:	Donald W McIntosh Associates Inc	AMOUNT DUE:	\$14,879.90
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none">• Invoice 42121 for Project 18124 (Poitras East CDD) Engineering Services Through 12/31/2021 – \$5,771.25• Invoice 42122 for Project 20695 (Pearson Avenue (Street A) – Phase 2) Engineering Services Through 12/31/2021 – \$311.40• Invoice 42124 for Project 21555 (Poitras East Master Infrastructure Phase 1C) Engineering Services Through 12/31/2021 – \$3,282.20• Invoice 42125 for Project 21556 (Poitras East Master Infrastructure Phase 1D) Engineering Services Through 12/31/2021 – \$2,543.05• Invoice 42126 for Project 21557 (Poitras East Off-Site Force Main) Engineering Services Through 12/31/2021 – \$2,972.00		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY: 
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 3:22 pm, Jan 24, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	January 21, 2022	REQUISITION NO:	120
PAYEE:	Osceola Board of County Commissioners	AMOUNT DUE:	\$11,940.88
ADDRESS:	1 Courthouse Square, Ste. 1100 Kissimmee, FL 34741	FUND:	<u>Acquisition/Construction</u>
ITEM:	Construction Permit Fee for the PE Parcel N-3 Street A Phase 2 – SDP21-0079 Project		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY:  1/21/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 3:22 pm, Jan 24, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT
REQUISITION FOR PAYMENT
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	January 21, 2021	REQUISITION NO:	121
PAYEE:	World Electric Supply	AMOUNT DUE:	\$438,210.03
ADDRESS:	PO Box 741020 Atlanta, GA 30374-1020	FUND:	<u>Acquisition/Construction</u>
ITEM:	See Enclosed Summary		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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POITRAS EAST COMMUNITY
DEVELOPMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  1/24/22
DISTRICT ENGINEER Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 3:22 pm, Jan 24, 2022

Postras East Community Development District

**Work Authorization/Proposed Services
*(if applicable)***

Postras East Community Development District

District's Financial Position and Budget to Actual YTD

Postras East CDD
Statement of Financial Position
As of 1/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>Assets</u>				
<u>Current Assets</u>				
General Checking Account	\$253,728.91			\$253,728.91
Alleyway & Infrastructure Capital Res.	24,984.95			24,984.95
Assessments Receivable	71,555.75			71,555.75
Series 2020 Debt Service Reserve		\$620,102.52		620,102.52
Series 2020 Interest		29.90		29.90
Total Current Assets	<u>\$350,269.61</u>	<u>\$620,132.42</u>	<u>\$0.00</u>	<u>\$970,402.03</u>
Total Assets	<u><u>\$350,269.61</u></u>	<u><u>\$620,132.42</u></u>	<u><u>\$0.00</u></u>	<u><u>\$970,402.03</u></u>
<u>Liabilities and Net Assets</u>				
<u>Current Liabilities</u>				
Accounts Payable	\$1,404.50			\$1,404.50
Deferred Revenue	71,555.75			71,555.75
Accounts Payable			\$194,972.25	194,972.25
Retainage Payable			146,780.30	146,780.30
Total Current Liabilities	<u>\$72,960.25</u>	<u>\$0.00</u>	<u>\$341,752.55</u>	<u>\$414,712.80</u>
Total Liabilities	<u><u>\$72,960.25</u></u>	<u><u>\$0.00</u></u>	<u><u>\$341,752.55</u></u>	<u><u>\$414,712.80</u></u>
<u>Net Assets</u>				
Net Assets, Unrestricted	(\$63,275.11)			(\$63,275.11)
Net Assets - General Government	98,831.13			98,831.13
Current Year Net Assets - General Government	241,753.34			241,753.34
Net Assets, Unrestricted		\$296,780.20		296,780.20
Current Year Net Assets, Unrestricted		323,352.22		323,352.22
Net Assets, Unrestricted			(\$707,171.88)	(707,171.88)
Current Year Net Assets, Unrestricted			365,419.33	365,419.33
Total Net Assets	<u><u>\$277,309.36</u></u>	<u><u>\$620,132.42</u></u>	<u><u>(\$341,752.55)</u></u>	<u><u>\$555,689.23</u></u>
Total Liabilities and Net Assets	<u><u>\$350,269.61</u></u>	<u><u>\$620,132.42</u></u>	<u><u>\$0.00</u></u>	<u><u>\$970,402.03</u></u>

Poitras East CDD
Statement of Activities
As of 1/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>Revenues</u>				
On-Roll Assessments	\$57,040.24			\$57,040.24
Off-Roll Assessments	235,251.29			235,251.29
Other Income & Other Financing Sources		\$0.01		0.01
Debt Proceeds		386,117.43		386,117.43
Other Income & Other Financing Sources			\$65,674.68	65,674.68
Debt Proceeds			3,655,573.77	3,655,573.77
Total Revenues	<u>\$292,291.53</u>	<u>\$386,117.44</u>	<u>\$3,721,248.45</u>	<u>\$4,399,657.42</u>
<u>Expenses</u>				
Supervisor Fees	\$600.00			\$600.00
D&O Insurance	2,506.00			2,506.00
Trustee Services	5,648.38			5,648.38
Management	11,666.68			11,666.68
Engineering	3,119.50			3,119.50
District Counsel	2,703.49			2,703.49
Assessment Administration	7,500.00			7,500.00
Travel and Per Diem	43.67			43.67
Postage & Shipping	19.09			19.09
Legal Advertising	490.00			490.00
Bank Fees	25.00			25.00
Miscellaneous	1,259.44			1,259.44
Web Site Maintenance	800.00			800.00
Dues, Licenses, and Fees	175.00			175.00
Electric	107.29			107.29
Water Reclaimed	6,707.56			6,707.56
General Insurance	3,064.00			3,064.00
Contingency	324.32			324.32
Liftstation Maintenance	795.00			795.00
Personnel Leasing Agreement	3,000.00			3,000.00
Interest Payments (Series 2020)		\$62,782.45		62,782.45
Engineering			\$39,231.53	39,231.53
District Counsel			2,229.00	2,229.00
Legal Advertising			148.50	148.50
Property & Casualty			22,459.00	22,459.00
Contingency			3,291,761.62	3,291,761.62
Total Expenses	<u>\$50,554.42</u>	<u>\$62,782.45</u>	<u>\$3,355,829.65</u>	<u>\$3,469,166.52</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>				
Interest Income	\$16.23			\$16.23
Interest Income		\$17.23		17.23
Interest Income			\$0.53	0.53
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$16.23</u>	<u>\$17.23</u>	<u>\$0.53</u>	<u>\$33.99</u>
Change In Net Assets	\$241,753.34	\$323,352.22	\$365,419.33	\$930,524.89
Net Assets At Beginning Of Year	<u>\$35,556.02</u>	<u>\$296,780.20</u>	<u>(\$707,171.88)</u>	<u>(\$374,835.66)</u>
Net Assets At End Of Year	<u><u>\$277,309.36</u></u>	<u><u>\$620,132.42</u></u>	<u><u>(\$341,752.55)</u></u>	<u><u>\$555,689.23</u></u>

Poitras East CDD
Budget to Actual
For the Month Ending 01/31/2022

	Year To Date			FY 2022	Percentage
	Actual	Budget	Variance	Adopted Budget	Variance
<u>Revenues</u>					
On-Roll Assessments	\$ 57,040.24	\$ 120,408.33	\$ (63,368.09)	\$ 361,225.00	80.92%
Off-Roll Assessments	235,251.29	-	235,251.29	-	
Net Revenues	\$ 292,291.53	\$ 120,408.33	\$ 171,883.20	\$ 361,225.00	80.92%
<u>General & Administrative Expenses</u>					
Supervisor Fees	\$ 600.00	\$ 1,600.00	\$ (1,000.00)	\$ 4,800.00	12.50%
D&O Insurance	2,506.00	1,000.00	1,506.00	3,000.00	83.53%
Trustee Services	5,648.38	2,000.00	3,648.38	6,000.00	94.14%
Management	11,666.68	11,666.67	0.01	35,000.00	33.33%
Engineering	3,119.50	4,000.00	(880.50)	12,000.00	26.00%
Dissemination Agent	-	1,666.67	(1,666.67)	5,000.00	0.00%
District Counsel	2,703.49	8,333.33	(5,629.84)	25,000.00	10.81%
Assessment Administration	7,500.00	2,500.00	5,000.00	7,500.00	100.00%
Reamortization Schedules	-	83.33	(83.33)	250.00	0.00%
Audit	-	2,000.00	(2,000.00)	6,000.00	0.00%
Travel and Per Diem	43.67	100.00	(56.33)	300.00	14.56%
Telephone	-	16.67	(16.67)	50.00	0.00%
Postage & Shipping	19.09	166.67	(147.58)	500.00	3.82%
Copies	-	333.33	(333.33)	1,000.00	0.00%
Legal Advertising	490.00	4,166.67	(3,676.67)	12,500.00	3.92%
Bank Fees	25.00	60.00	(35.00)	180.00	13.89%
Miscellaneous	1,259.44	3,373.33	(2,113.89)	10,120.00	12.45%
Office Supplies	-	83.33	(83.33)	250.00	0.00%
Web Site Maintenance	800.00	900.00	(100.00)	2,700.00	29.63%
Holiday Decorations	-	1,666.67	(1,666.67)	5,000.00	0.00%
Dues, Licenses, and Fees	175.00	58.33	116.67	175.00	100.00%
Total General & Administrative Expenses	\$ 36,556.25	\$ 45,775.00	\$ (9,218.75)	\$ 137,325.00	26.62%
<u>Field Operations</u>					
Electric Utility Services					
Electric	\$ 107.29	\$ 1,666.67	\$ (1,559.38)	\$ 5,000.00	2.15%
Water-Sewer Combination Services					
Water Reclaimed	6,707.56	3,333.33	3,374.23	10,000.00	67.08%
Other Physical Environment					
General Insurance	3,064.00	1,100.00	1,964.00	3,300.00	92.85%
Property & Casualty Insurance	-	833.33	(833.33)	2,500.00	0.00%
Other Insurance	-	33.33	(33.33)	100.00	0.00%
Irrigation Repairs	-	3,333.33	(3,333.33)	10,000.00	0.00%
Landscaping Maintenance & Material	-	25,000.00	(25,000.00)	75,000.00	0.00%
Tree Trimming	-	1,666.67	(1,666.67)	5,000.00	0.00%
Flower & Plant Replacement	-	3,333.33	(3,333.33)	10,000.00	0.00%
Contingency	324.32	10,000.00	(9,675.68)	30,000.00	1.08%
Road & Street Facilities					
Entry and Wall Maintenance	-	1,000.00	(1,000.00)	3,000.00	0.00%
Hardscape Maintenance	-	1,666.67	(1,666.67)	5,000.00	0.00%
Alleyway Maintenance	-	3,333.33	(3,333.33)	10,000.00	0.00%
Streetlights	-	5,000.00	(5,000.00)	15,000.00	0.00%
Accent Lighting	-	166.67	(166.67)	500.00	0.00%
Liftstation Maintenance	795.00	833.33	(38.33)	2,500.00	31.80%
Parks & Recreation					
Personnel Leasing Agreement	3,000.00	4,000.00	(1,000.00)	12,000.00	25.00%
Reserves					
Infrastructure Capital Reserve	-	6,666.67	(6,666.67)	20,000.00	0.00%
Alleyway Reserve	-	1,666.67	(1,666.67)	5,000.00	0.00%
Total Field Operations Expenses	\$ 13,998.17	\$ 74,633.33	\$ (60,635.16)	\$ 223,900.00	6.25%
Total Expenses	\$ 50,554.42	\$ 120,408.33	\$ (69,853.91)	\$ 361,225.00	14.00%
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$ 16.23	\$ -	\$ 16.23	\$ -	
Total Other Revenues (Expenses) & Gains (Losses)	\$ 16.23	\$ -	\$ 16.23	\$ -	
Net Income (Loss)	\$ 241,753.34	\$ -	\$ 241,753.34	\$ -	