

STREETSCAPE AGREEMENT

This Agreement is made and entered into by and between the **Community Redevelopment Agency of the City of Orlando**, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter referred to as the “CRA”), the principal address of which is Orlando City Hall, 6th Floor, 400 S. Orange Ave., Orlando, Florida 32801 and **Sentinel Capital North Orange, LLC**, a Florida Limited Liability Company, (hereinafter referred to as the “Developer”), the principal address of which is 420 South Orange Avenue, Suite 220, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, the CRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes, and further implement the Downtown Orlando Community Redevelopment Plan adopted pursuant thereto, the CRA has adopted and established the Streetscape Cost Sharing Program (hereinafter referred to as the “Program”), under which the CRA provides financial assistance towards certain eligible streetscape projects within the Downtown Orlando Community Redevelopment Area (hereinafter referred to as the “Area”); and

WHEREAS, the Program serves an important and significant public purpose and is necessary and proper in order to preserve and enhance the tax base and promote the health, safety, and welfare of the public by furthering the eradication of slum and blight by providing safe, consistent streetscape within the Area; and

WHEREAS, Developer is completing renovations to the property at 250 North Orange Avenue, consisting primarily of renovation of the entry plaza, the addition of two entry canopies in front of the building, and a new arcade along Orange Avenue building frontage; as part of such development, Developer is reconstructing and landscaping the public sidewalk and streetscape on a portion of the Developer’s Property and the adjacent right-of-way as shown on Exhibit “A” along N. Orange Avenue from the edge of Developer’s building South to and including the corner of Jefferson Street; and

WHEREAS, in order to offset expenses of the portion of the streetscape within the public right-of-way (hereinafter referred to as the “Streetscape Project”), the CRA, upon recommendation by the CRA Advisory Board, agreed to contribute eighty six thousand six hundred ninety seven dollars and seventy five cents (\$86,697.75) towards the costs of such Streetscape Project pursuant to and contingent upon the terms of this Agreement; and

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CRA and Developer agree as follows:

1. Incorporation of Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.

2. Construction of Streetscape Project. The parties acknowledge that at the time of construction, portions of the Streetscape Project are owned by Developer. Upon completion of the Streetscape Project and inspection and approval of the work by the City, Developer shall provide the City with a City Services Easement in a form acceptable to the CRA and City covering the Streetscape Project from the back of sidewalk to the back of curb for the entire length of the Streetscape Project or as otherwise required by the City.

3. Cost Estimate. A cost estimate for the Streetscape Project is attached hereto as Exhibit "B" and incorporated herein by this reference. The formula used to determine the maximum amount of CRA funding pursuant to section 4 hereof and the calculation of such amount is shown on Exhibit "C", attached hereto and incorporated herein by this reference.

4. Funding. Subject to Developer complying with the conditions contained herein, the CRA shall provide funding up to the amount of eighty six thousand six hundred ninety seven dollars and seventy five cents (\$86,697.75) upon completion of the Streetscape Project, as evidenced by a signed Certificate of Final Inspection and Compliance in the form attached hereto as Exhibit "D" and submission of an invoice reflecting actual costs of construction to the CRA. In the event that actual costs of construction of the Streetscape Project for items which the CRA is participating in funding are less than the cost estimate for such items, the CRA shall only be obligated to pay its matching share of the actual cost of such items and in no event shall the CRA be obligated to pay any costs in excess of the initial CRA contribution to construction cost estimate of eighty six thousand six hundred ninety seven dollars and seventy five cents (\$86,697.75) shown on Exhibit "C". The CRA shall provide funding pursuant to this section only within the first twelve (12) months of the Effective Date of this Agreement. To this end, Developer shall complete the Streetscape Project detailed on the scope of work attached hereto as Exhibit "E" within such twelve (12) month period.

5. Temporary Sidewalks. The Developer shall provide temporary sidewalks required during the construction of the Streetscape Project.

6. Defects/Maintenance Bond. The Developer shall protect the CRA and City of Orlando ("City") against any defects resulting from faulty materials or workmanship of the Streetscape Project and shall maintain the Streetscape Project for a period of two (2) years from the date such improvements are approved and accepted by the CRA and City. The Developer shall obtain a two (2) year maintenance bond for those portions of the Streetscape Project that are improvements within the right-of-way or public property, which bond shall comply with the requirements of City Code and be in a form substantially similar to that attached hereto as Exhibit "F". If the Streetscape Project is defective, or does not conform to the Streetscape Guidelines, Developer shall promptly, without cost to the CRA or City, either correct such defect or work, or if it has been rejected by the CRA or City, remove it from the site and replace it with non-defective and conforming improvements. If the Developer fails to correct the defects, and in the CRA's sole discretion, such delay would cause serious risk of or loss or damage, the CRA may have the defects corrected or the

rejected work removed and replaced and all direct and indirect costs of such removal and replacement, including compensation for additional professional services shall be paid for by the Developer. The CRA reserves and retains all rights and remedies at law and in equity against the Developer and its Surety for damages and for corrections of any and all latent defects. Maintenance of the Streetscape Project following the two year maintenance period covered by the maintenance bond shall be the responsibility of the CRA.

7. Books and Records/Audit. Developer shall compile and maintain accurate books and records related to the construction of the Streetscape Project (hereinafter referred to as “Books and Records”) and indicating compliance with the requirements of this Agreement, and shall make such records available at a mutually agreed upon time for inspection and/or audit by the CRA during regular business hours. Developer acknowledges that the CRA shall have the right to audit the Books and Records from time to time for compliance with the terms of this Agreement, which shall extend for a period of three (3) years after the Term of this Agreement.

8. Default. In the event the Developer shall violates any of the terms, covenants or conditions of this Agreement and Developer shall not have cured or corrected such violation within twenty (20) calendar days, the CRA shall have the right at its election to immediately terminate this Agreement. Developer acknowledges agrees that in addition to terminating this Agreement, the CRA may sue for actual damage arising out of or connected in any way to a breach of the obligations herein and may also pursue any other remedies provided by law or in equity for breach of the obligations herein. Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. Furthermore, the waiver of any default by the CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present.

9. Indemnification and Insurance. Developer shall indemnify, defend and hold harmless the CRA, its agents, employees, and elected and appointed officials, including the Advisory Boards to the CRA and their members, from and against all claims, damages, losses, and expenses (including all attorneys’ costs and fees reasonably and actually incurred, and all attorneys’ costs and fees on appeal) arising out of or resulting from Developer’s performance under this Agreement, and which are caused in whole or in part by Developer, its agents, employees, contractors or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

Developer shall procure and have in force throughout the Term of this Agreement, at Developer’s sole cost and expense, a commercial general liability policy (“occurrence” type policy) with limits of not less than \$1,000,000 Combined Single Limit each occurrence bodily injury and property damage, or its equivalent. Additionally, Developer shall procure and maintain throughout the Term of this Agreement, commercial automobile liability coverage for all owned, non-owned and hired vehicles for limits of not less than \$1,000,000 Combined Single Limit each occurrence, bodily injury and property damage, or its equivalent. Developer will also provide full and complete Workers' Compensation coverage as required by Florida state law. Developer will provide valid Certificates of Insurance to the CRA, within ten (10) days of the effective date of this Agreement to verify such coverage. For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall provide not less than thirty (30) days advance written notice to the CRA prior to cancellation, termination, or material

change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, Developer shall immediately provide written notice to the CRA upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the “occurrence” type. All insurance coverages furnished expect workers’ compensation and employers’ liability shall include the City and CRA and their officers, elected officials, and employees as additional insureds. The City and CRA shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. Developer shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and CRA and their officers, elected officials, agents and employees.

10. Bankruptcy. In the event (a) an order or decree is entered appointing a receiver of Developer or its assets, which is not appealed (or if appealed is determined adverse to Developer) or (b) a petition is filed by Developer for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then the CRA shall have the right to terminate immediately this Agreement.

11. Force Majeure. The parties shall use reasonable diligence to ultimately accomplish the purpose of this Agreement but shall not be liable to each other, or their successors or assigns, for breach of contract, including damages, costs, and attorney’s fees (including costs or attorney’s fees on appeal) as a result of such breach, or otherwise for failure to timely perform its obligations under this Agreement occasioned by any cause beyond the reasonable control and without the fault of the parties. Such causes may include but shall not limited to acts of God, acts of terrorism or of the public enemy, acts of other governments (including regulatory entities or courts) in their sovereign or contractual capacity, fires, hurricanes, tornadoes, floods, epidemics, quarantines, restrictions, strikes, substantial shortages of building materials within the Orlando Metropolitan Area, or failure or breakdown of transmission or other facilities (“Force Majeure”). Notwithstanding anything herein to the contrary, if Developer or the CRA is delayed, hindered or prevented in or from performing its respective obligations under this Agreement by any occurrence or event of Force Majeure, then the period for such performance shall be extended for the period of such performance is delayed, hindered or prevented, and the party delayed, hindered or prevented in or from performing shall not be deemed in breach hereunder.

12. Agency. Developer and CRA, and their agents, contractors, and subcontractors, shall perform all activities that are contained herein as independent entities and not as agents of each other.

13. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

14. Binding Nature of Agreement. This Agreement shall be binding, and shall inure to the benefit of the successors or assigns of the parties hereto, and shall be binding upon and inure to the

benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Business, or any portion thereof.

15. Controlling Law and Venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for a particular issue, all City ordinances, rules, regulations and policies are applicable. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

16. No Liability or Monetary Remedy. Developer hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to Developer for any breach by the CRA is one of mandamus to require the CRA's specific performance under the terms and conditions of this Agreement.

17. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between Developer and the CRA. Developer cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. Developer further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Developer as an inducement to entering into this Agreement.

18. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA contained herein.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waiver of the provisions herein shall be made by the parties in writing.

20. Severability. If a sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

21. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii)

upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

CRA: Thomas Chatmon
Executive Director
Community Redevelopment Agency
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801

Copy to: Stacey Young Adams
Assistant City Attorney
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801

Developer: _____

Sentinel Capital North Orange, LLC
420 N. Orange Ave.
Suite 220
Orlando, Florida 32801

22. Assignment. Developer shall not assign this Agreement without the prior and written consent of the CRA.

23. Term. The term of this Agreement shall commence on the Effective Date and end two (2) years from the date such improvements are approved and accepted by the CRA and City.

24. Effective Date. This Effective Date of this Agreement shall be the date upon which all parties have fully executed the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

By_____

WITNESSES:

(1) _____ (2) _____

Print Name: _____ Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as the _____ of the Downtown Orlando Partnership. He/She is personally known to me or has produced a valid (State) _____ Driver's License as identification.

Notary Public
My Commission Expires:

Community Redevelopment Agency

Buddy Dyer, Chairman

Date

ATTEST:

Thomas C. Chatmon, Jr.
Executive Director, CRA

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
CRA, only.

_____, 2016.

Assistant City Attorney
Orlando, Florida

SENTINEL CAPITAL NORTH ORANGE, LLC

ASBUILT SURVEY FOR:
250 NORTH ORANGE AVENUE
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA 32801
PARCEL ID# 26-22-29-7352-34-015
SECTION 26 - TOWNSHIP 22 SOUTH - RANGE 29 EAST

Exhibit "A"



(A) = ASBUILT INFORMATION
(P) = PLAN INFORMATION
PIPE LENGTHS REPRESENT FROM
C/L TO C/L OF STRUCTURE

ELEVATIONS ARE TO TOP OF OPERATING
NUT, OR TO TOP OF PIPE, UNLESS
OTHERWISE DENOTED.

LEGEND

	HANDICAP SPACE		CONTROL POINT/ BENCHMARK
	LIGHTPOLE		FIRE HYDRANT
	ELECTRICAL VAULT BOX		GATEVALVE
	TRANSFORMER PAD		REDUCER
	ELECTRIC CONDUIT		METER
	HARD ELEVATION		BACKFLOW PREVENTER
	SOFT ELEVATION		MANHOLE
			STORM INLET

ABBREVIATIONS

PSM	PROFESSIONAL SURVEYOR AND MAPPER
D.U.E.	DRAINAGE AND UTILITY EASEMENT
U.E.	UTILITY EASEMENT
P.B.	PLAT BOOK
O.R.B.	OFFICIAL RECORDS BOOK
LB	LICENSED BUSINESS
PRM	PERMANENT REFERENCE MONUMENT
PCP	PERMANENT CONTROL POINT
D.I.P.	DUCTILE IRON PIPE
CLF	CHAINLINK FENCE
WM	WATERMAIN
TYR	TYPICAL
A/C	AIR CONDITIONER
OU	OVERHEAD UTILITY LINE
LP	LIGHTPOLE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
FND	FOUND
IRN	IRON ROD AND CAP
CBS	CONCRETE BLOCK STRUCTURE
WPP	WOODEN POWER POLE
R/W	RIGHT OF WAY
FM	FORCEMAIN
HDPE	HIGH DENSITY POLYETHYLENE
PVC	POLYVINYL CHLORIDE
RCR	REINFORCED CONCRETE PIPE
C/L	CENTERLINE
AV	AIR RELEASE VALVE
CS	CORPORATION STOP
(SS)	STOP SIGN
(HC)	HANDICAP SIGN
TDM	TRUNCATED DOME MAT
C.O.	CLEANOUT
S/W	SIDEWALK
CONC.	CONCRETE
SB	STOP BAR
DYL	DOUBLE YELLOW LINE
SWL	SINGLE WHITE LINE
SBL	SINGLE BLUE LINE
WPF	WOOD PANEL FENCE

SURVEYORS NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, OR RESTRICTIONS OF RECORD WHICH MAY EFFECT THE TITLE OR USE OF THE LAND.
2. THERE MAY BE ADDITIONAL EASEMENTS AND RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY, BUT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
3. NO UNDERGROUND OR ABOVE GROUND IMPROVEMENTS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS SHOWN.
4. NO F.E.M.A. FLOOD ELEVATIONS RESEARCHED BY THIS SURVEYOR.
5. THE SURVEY SHOWN HEREON IS BASED ON A BOUNDARY & TOPOGRAPHICAL SURVEY PROVIDED BY CLIENT, CPH JOB# S25402 & ACCURIGHT JOB# 41725.
6. ELEVATIONS SHOWN HEREON ARE BASED ON A BOUNDARY & TOPOGRAPHICAL SURVEY PROVIDED BY CLIENT, CPH JOB# S25402 & ACCURIGHT JOB# 41725.
7. NORTHING COORDINATES ARE BASED UPON AN ASSUMED DATUM WITH BASIS OF DATUM BEING NAVD 1988.
8. UNLESS STATED AND EMBOSSED WITH SURVEYORS SEAL, THIS SURVEY IS NOT VALID AND IS PRESENTED FOR INFORMATIONAL PURPOSES ONLY.
9. ADDITIONS OR DELETIONS TO THIS AS-BUILT BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
10. THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN EITHER PHYSICALLY LOCATED BY FIELD SURVEY METHODS OR SHOWN BY INFORMATION AND DRAWINGS PROVIDED BY CLIENT. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. HE DOES CERTIFY THAT THEY ARE SHOWN AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE AND ABOVE GROUND OBSERVABLE EVIDENCE OF SAID UTILITIES.
11. RIGHT OF WAY LINES SHOWN HEREON ARE BASED UPON INFORMATION SUPPLIED TO THIS FIRM AND RECOVERED MONUMENTATION AS SHOWN.
12. THIS SURVEY DOES NOT REFLECT A FINAL AS-BUILT OF ENTIRE SITE, AS SPECIFICALLY DIRECTED BY CLIENT.
13. FOR A COMPLETE LEGAL DESCRIPTION SEE CPH JOB# S25402 & ACCURIGHT JOB# 41725.

KOVACS CONSTRUCTION SERVICES, INC.
6845 NARCOOSSEE RD. PHONE: 321-863-7131
UNIT #52
ORLANDO, FLORIDA 32822
CERTIFICATE OF AUTHORIZATION LB# 7823

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

JAMES K. EKERN P.S.M.#5899 DATE

REVISION	DATE
1	
2	
3	
4	
5	

SECTION 26
TOWNSHIP 22 SOUTH
RANGE 29 EAST

SENTINEL CAPITAL NORTH ORANGE, LLC
250 NORTH ORANGE AVENUE
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA 32801
PARCEL ID# 26-22-29-7352-34-015

LAST FIELD DATE:	02/02/16
DRAWN BY:	SWK
CHECKED BY:	WKE
APPROVED BY:	

ASBUILT SURVEY

CLIENT:
R.H. SITE, LLC
4755 JAY DRIVE
SAINT CLOUD, FLORIDA 34772
PH: 407-593-1492

DRAWING
SENTINEL.JSB

SHEET 1
OF 1

STORM SEWER ASBUILT ASSET TABLE

S-1 TYPE "C" INLET N: 4989.40 E: 5319.73 TOP: 107.97 (A) 107.90 (P) N. INV: 104.57 (A) 104.52 (P)	S-2 TYPE "C" INLET N: 4990.41 E: 5319.71 TOP: 107.82 (A) 107.75 (P) N. INV: 104.12 (A) 104.06 (P) S. INV: 103.51 (A) 103.38 (P)	S-3 TYPE "C" INLET N: 4994.21 E: 5320.10 TOP: 107.16 (A) 107.10 (P) N. INV: 103.59 (A) 103.58 (P) S. INV: 103.51 (A) 103.38 (P)	S-4 TYPE "C" INLET N: 5089.02 E: 5320.86 TOP: 106.87 (A) 106.80 (P) N. INV: 103.09 (A) 103.03 (P) S. INV: 103.10 (A) 103.03 (P)	S-5 TYPE "C" INLET N: 5122.63 E: 5320.39 TOP: 106.63 (A) 106.60 (P) N. INV: 102.74 (A) 102.62 (P) S. INV: 102.82 (A) 102.62 (P)	EXISTING DRAINAGE MANHOLE N: 5177.65 E: 5320.39 TOP: 107.21 (A) 107.13 (EX) N. INV: 102.21 (A) 102.23 (EX) SW. INV: 102.18 (A) 102.18 (EX) W. INV: 101.95 (A) 101.93 (EX)
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LOT 3, BLOCK 34
PB "C", PG 62
(NOT INCLUDED)
(VACANT)

FURNISHED BENCHMARK
HUB & TACK
EL: 108.60

Exhibit "A"

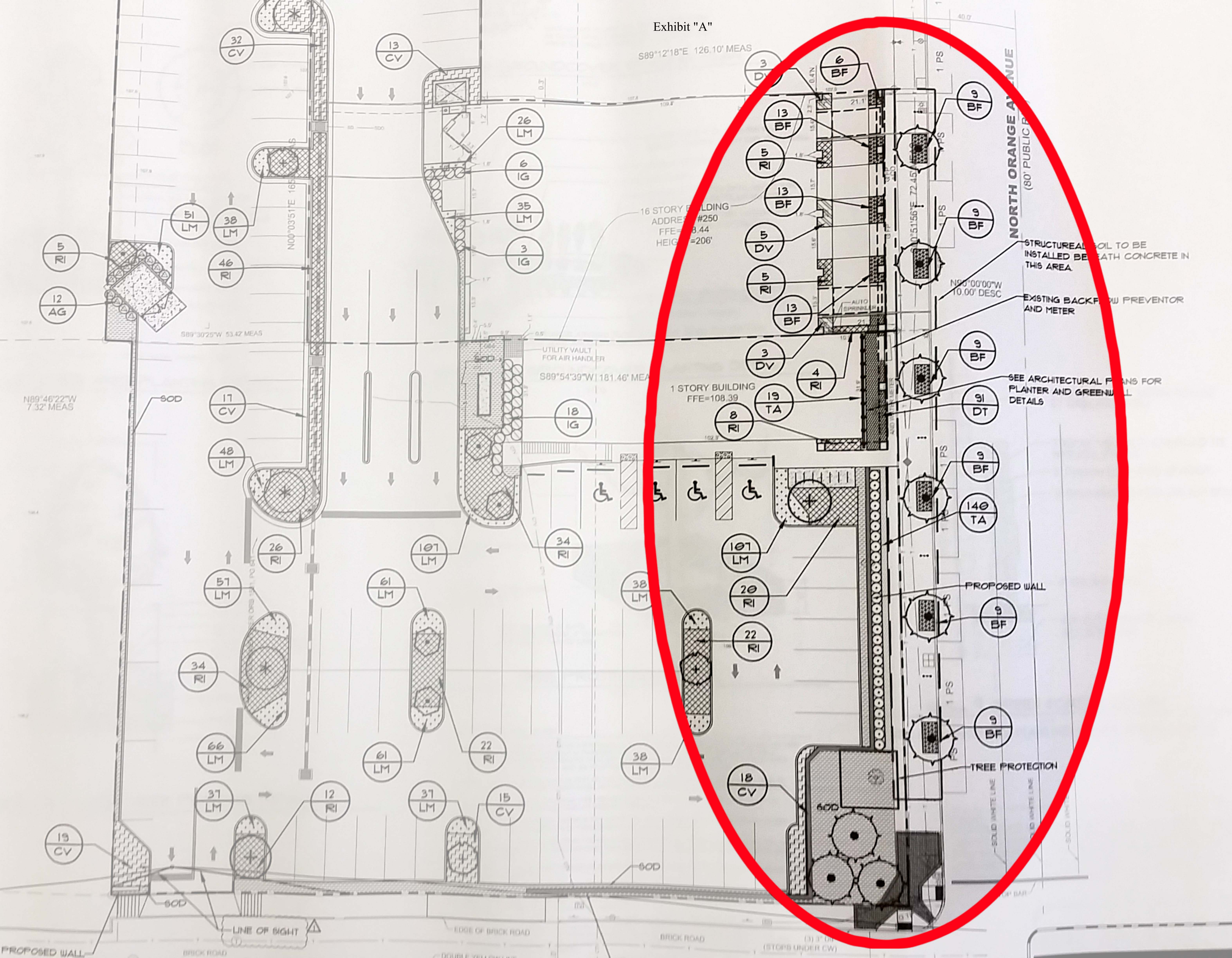


Exhibit "A"

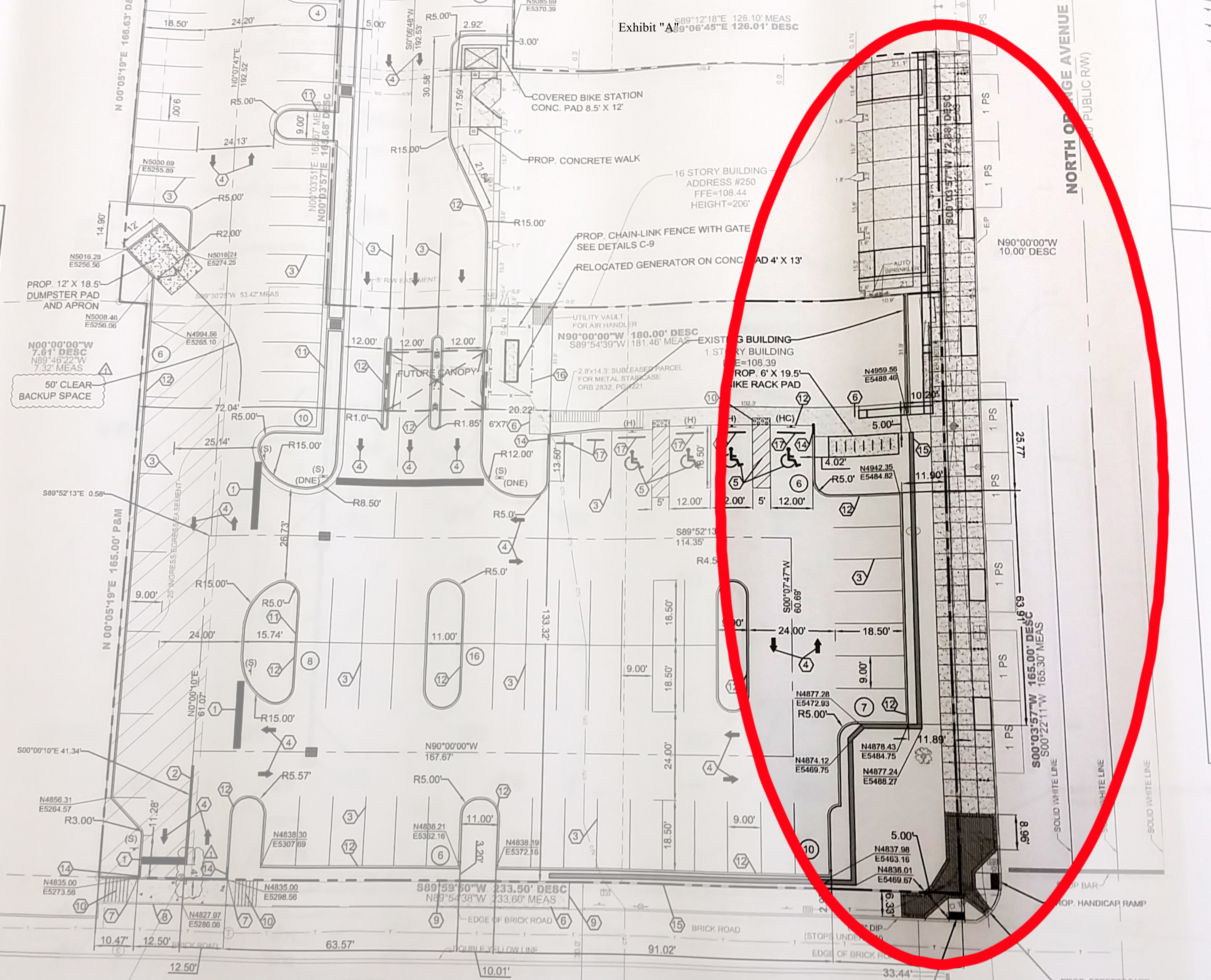


Exhibit "B"

[illegible]

Exhibit "C"

Total cost of all eligible items	\$173,434
	X .50
Maximum CRA Contribution to Construction Costs	\$ 86,717

Exhibit "D"

**CERTIFICATE OF FINAL INSPECTION AND
COMPLIANCE FOR STREETSCAPE CONSTRUCTION**

PROJECT: _____

ADDRESS: _____

DEVELOPER: _____

DEVELOPER'S CONTACT

REPRESENTATIVE: TELEPHONE NUMBER: _____

DATE: _____ EMAIL: _____

This is to certify that all Streetscape construction has been inspected and approved for compliance with the *Downtown Orlando Streetscape Guidelines* by the below-noted City of Orlando representatives, and that all warranties, certificates, and any other items required by the *Downtown Orlando Streetscape Guidelines* are on file with the City Architect.

Signed: _____ Date: _____
(Public Works Dept. --
Capital and Infrastructure Division)

Signed: _____ Date: _____
(City Architect--CRA)

Signed: _____ Date: _____
(Downtown Facility Supervisor--CRA)

NOTE: This signed certificate must be received by the CRA prior to the release of any cost-sharing funds.

Exhibit "E"

Scope of Work

Streetscape

- a. Streetscape Zone—The applicant shall provide 13-feet from the back-of-curb for a streetscape zone that includes a 5-foot wide furniture zone and an 8-foot wide pedestrian clear zone. The 13-foot wide streetscape zone shall extend from the north property line to the corner at the intersection of South Orange Avenue and Jefferson Street.
- b. All streetscape shall be designed and constructed based on Treatment 4 of the Downtown Streetscape Design Guidelines.
- c. Furniture Zone — A 5-foot wide furniture zone shall be provided from the north property line to the Orange and Jefferson corner. The furniture zone shall include 5-foot by 8-foot street tree wells with sylvestri palm street trees and double acorn LED street lights spaced to OUC standards. All valve boxes and covers in the furniture zone shall be traffic bearing grade.
- d. Pedestrian Clear Zone — An 8-foot wide pedestrian clear zone shall be provided from the north property line to the Orange and Jefferson corner. The pedestrian clear zone shall be free of vertical obstructions. Sidewalk panels shall be 8-feet by 8-feet with a 2-inch troweled edge and medium broom finish. Valve boxes and covers shall be traffic bearing grade.
- e. Structural Soil — Structural soil is required where tree wells are used along the public rights-of-way. Structural soil shall be placed with each tree well to a depth of 3-feet in an area of not less than 100 square feet per tree. Show detail on final landscape plans. An alternative material to structural soil may be used but will require Planning Official approval.
- f. Drainage—Rainwater from building shall not sheet flow across pedestrian areas. Rainwater drainage from building shall be conveyed by pipe underneath the sidewalk and discharge into the street.
- g. Smart Park Sign — The Existing Smart Park sign and concrete pole shall be removed and replaced with a sign and post consistent with Downtown Streetscape Guidelines.

Exhibit "F"

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, hereinafter referred to as 'PRINCIPAL' and State of Florida hereinafter referred to as 'SURETY,' and held and firmly bound unto the Community Redevelopment Agency of the City of Orlando, Florida, and the City of Orlando, Florida, hereinafter jointly referred to as "CITY," in the sum of \$ _____ for the payment of which we bind ourselves, heirs, executors, successors or assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including but not limited to streets, curbs, storm drains, sewer system, sidewalks and other improvements as described in the streetscape agreement dated _____ between PRINCIPAL and the CITY ("Agreement").

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, 20____, and filed with the CITY Engineer, and

WHEREAS, PRINCIPAL is obligated to protect the CITY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from _____, 200____.

NOW, THEREFORE, the condition of this obligation is such that is PRINCIPAL shall promptly and faithfully protect the CITY against any defect and correct any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from _____, 20____, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The CITY Engineer shall notify the PRINCIPAL in writing of (1) any defect for which the PRINCIPAL is responsible and (2) any item that is not properly maintained and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect or properly maintain said item.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform within the time specified, the SURETY, upon 45 days written notice from the CITY, or its authorized agent or officer, or the default will forthwith correct such defect or defects, perform the required maintenance and pay all CITY costs related thereto, including, but not limited to, engineering costs, legal fees (including attorney's fees on appeal) and contingent costs. Should the SURETY fail or refuse to correct said defects and perform the required maintenance, the CITY, in view of the public interest, health, safety and welfare factors involved, and the consideration in approving the development and entering into the Agreement, shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the CITY, at its option, shall have the right (1) to correct said defects and (2) to perform the required maintenance in case the PRINCIPAL shall fail or refuse to do so, and in the event the CITY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally obligated hereunder to reimburse the CITY the total cost thereof, including, but not limited to, constructions, engineering costs, legal fees (including attorney's fees on appeal) and contingent costs, together with any damages, either direct or consequential, which may be sustained on account on the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this
_____ day of _____, 20____.

Principal

By: _____

Print Name: _____

Title: _____

Attest:

By: _____

Print Name: _____

Title: _____

Surety

By: _____

Print Name: _____

Witnesses:

Attorney-in-Fact

(1) _____

Print Name: _____

(2) _____

Print Name: _____