

This document prepared by and  
after recording return to:  
Miranda F. Fitzgerald, Esq.  
Lowndes, Drosdick, Doster,  
Kantor & Reed, P.A.  
215 N. Eola Drive  
Orlando, FL 32801

## STARWOOD DEVELOPMENT AGREEMENT

THIS STARWOOD DEVELOPMENT AGREEMENT ("Development Agreement") is made and entered into by and among CARLSBAD ORLANDO, LLC, ("Owner"), whose address for purposes of this Development Agreement is c/o Steven H. Gray, Esq., 125 NE First Avenue, Suite 1, Ocala, FL 34470; BEACHLINE SOUTH RESIDENTIAL, LLC ("Developer"), whose address for purposes of this Development Agreement is 189 S. Orange Avenue, Suite 1110S, Orlando, FL 32801; PAVE IT FORWARD SOUTH, LLC, ("Road Construction Manager") whose address for purposes of this Development Agreement is 189 S. Orange Avenue, Suite 1110S, Orlando, FL 32801; and the CITY OF ORLANDO ("City"), whose address for purposes of the Development Agreement is 400 S. Orange Avenue, Orlando, FL 32801. The Owner, the Developer, the Road Construction Manager and the City are sometimes together referred to herein collectively as the "Parties," and separately as a "Party," as the context requires.

### RECITALS:

*(Capitalized terms not otherwise defined in the following recitals are defined in Section 4 of this Development Agreement or in the City Code.)*

A. The Owner owns that certain real property more particularly described on Exhibit "A" attached hereto that is commonly referred to as the "Starwood Property."

B. The Developer is the contract purchaser of the majority of the Starwood Property.

C. The Owner and the Developer have entered into private agreements that establish contractual rights and obligations between them and which authorize Developer to process applications with the City for comprehensive plan amendments and PD Zoning regarding the entire Starwood Property and to implement, on behalf of the Owner, certain of the obligations set forth in this Development Agreement, including construction of a primary road network that consists of the on-site portions of Innovation Way North (which is now known as, and will be referred to herein as, "Dowden Road") and a master stormwater system. It is anticipated that the Developer will acquire ownership positions in the Starwood Property over time and that both the Owner and the Developer will develop various parcels within the Starwood Property.

D. The City has determined that annexing the Starwood Property will be of significant permanent economic benefit to the City and its citizens.

E. Pursuant to existing territorial service agreements between Orange County, Florida (the "County") and the City, as to reclaimed water and wastewater services, and

between the County and the Orlando Utilities Commission ("OUC"), as to potable water service, the Starwood Property is currently located in the County's service territory for these three (3) utility services. If, however, the County is unwilling or unable to actually provide reclaimed water or wastewater services to the Starwood Property, the City will, in accordance with the terms, conditions, and procedures of the applicable territorial service agreement, provide reclaimed water and wastewater service to the Starwood Property, and as to potable water service, the City will work with OUC to provide such service if the County is likewise unable or unwilling to provide such service to the Starwood Property.

F. The City has determined that it is feasible to provide and extend to the Starwood Property certain municipal services such as police protection, fire protection, trash and garbage removal, and street and storm drainage maintenance in accordance with the terms and conditions of this Development Agreement, and that the provision of such municipal services is in the best interests of the City and its citizens.

G. The Owner has petitioned for annexation of the Starwood Property in reliance on, and in consideration of, the offer of the provision of such municipal services.

H. The City is authorized to enter into development agreements that satisfy the requirements of the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes, (the "Act").

I. The City and the Owner executed a Memorandum of Terms dated July 16, 2015, which was approved by the City Council on July 27, 2015, and which, among other things, provides that the City and the Owner would enter into a Development Agreement in accordance with the provisions of the Act.

J. The Owner has delegated and assigned to the Developer the right and responsibility for negotiating this Development Agreement on behalf of the Owner and the Developer.

K. The Parties have agreed that the Starwood Property is to be developed in accordance with a Conceptual Master Plan and a set of Development Standards specifically applicable to the Starwood Property which have been incorporated into the Staff Report to the Municipal Planning Board ("MPB") for the Starwood applications, as updated November 17, 2015 and April 29, 2016 (the "Staff Report"), and as approved by the MPB on November 17, 2015 and May 17, 2016. A reduced copy of the Conceptual Master Plan is attached hereto as Exhibit "B" and is incorporated herein by this reference. The Parties intend for the Starwood Property to be developed in accordance with the Conceptual Master Plan, with the terms of the Staff Report that will be incorporated into the PD Zoning Ordinance, and with the terms of this Development Agreement. In the event of a conflict between or among these documents, the terms of this Development Agreement will control.

L. The Owner has annexed the Starwood Property in reliance on the City's adoption of amendments to the City's Growth Management Plan and Future Land Use Map to accommodate and be consistent with the land uses shown on the Conceptual Master Plan and the City's reasonable consideration of rezoning the Starwood Property consistent with the Conceptual Master Plan.

M. The commitment of the City to be bound by this Development Agreement, as well as the City's assurance to the Owner and the Developer that this Development Agreement is enforceable against the City and that the City will not seek to thwart enforcement based on any claim of invalidity, are material inducements to the Owner and to the Developer to enter into this Development Agreement, and the Owner would not have voluntarily annexed the Starwood Property into the City or entered into this Development Agreement but for such commitment and assurances by the City.

N. The annexation of the Starwood Property into the City and the agreement of the Owner to develop the Starwood Property as set forth in this Development Agreement are material inducements for the City to enter into this Development Agreement, and the City would not enter into this Development Agreement but for such annexation and assurances by the Owner.

O. The City and the Owner hereby acknowledge and warrant to each other that this Development Agreement, including any future acts as required hereby, is binding and enforceable, in accordance with its terms, on the City and the Owner.

P. Public hearings as required by Section 163.3225 of the Act have been duly noticed and held.

Accordingly, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, each to the others provided, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals and Exhibits.** The above recitals are true and correct, are incorporated herein by reference, and form a material part of this Development Agreement. All Exhibits to this Development Agreement are incorporated herein by reference and form a material a part of this Development Agreement.

2. **Purpose of Agreement.** The purpose of this Development Agreement is to set forth the understanding and agreement of the Parties with respect to the annexation and future development of the Starwood Property.

3. **Annexation.** The Owner previously filed an Annexation Petition regarding the Starwood Property, and the City has adopted the Annexation Ordinance annexing the Starwood Property into the municipal limits of the City.

4. **Definitions.** The following words, phrases and terms used in this Development Agreement shall have the following meanings:

4.1 **ACT.** "Act" means the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes.

4.2 **Agricultural Uses.** "Agricultural Uses" means those uses listed in Section 66.200 of the City's Land Development Code under the heading "Agriculture," and shall also include hunting of native species, but shall exclude poultry, swine and dairy farms.

4.3 **Allowable Expenses.** "Allowable Expenses" means the categories or types of expenses listed on Exhibit "C" attached hereto for which the City may expend the City's Contribution to Phase One and Phase Two of the Regional Roadway Network and for which Transportation Impact Fee Credits shall be awarded in connection with Dowden Road and the Starwood North/South Connector Road, as expressly set forth in this Development Agreement; provided that such Allowable Expenses are also included in the Schedule of Costs applicable to Dowden Road or the Starwood North/South Connector Road.

4.4 **Annexation Ordinance.** "Annexation Ordinance" means Ordinance No. 2016-26 adopted by the City Council of the City on March 14, 2016, annexing the Starwood Property into the municipal limits of the City.

4.5 **Annexation Petition.** "Annexation Petition" means that certain annexation petition filed by the Owner with respect to the Starwood Property on August 24, 2015.

4.6 **Applicant.** "Applicant" means any person who is duly authorized by an owner of land within the Starwood Property to file an application with the City involving the use or development of the parcel described in the Owner's authorization affidavit.

4.7 **Beachline Expressway.** "Beachline Expressway" means State Road 528.

4.8 **CFX.** "CFX" means the Central Florida Expressway Authority.

4.9 **Chief Financial Officer or CFO.** "Chief Financial Officer" or "CFO" means the City Officer who is appointed by the Mayor of Orlando to handle the City's financial matters.

4.10 **City.** "City" means the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida.

4.11 **City's Contribution to Segments DR1, DR2 and DR3.** "City's Contribution to Segments DR1, DR2, and DR3" means fifty percent (50%) of the Schedule of Costs applicable to these road segments.

4.12 **City's Contribution to Segments DR4 and DR5.** "City's Contribution to Segments DR4 and DR5" means fifty percent (50%) of the Schedule of Costs applicable to these road segments.

4.13 **CLOMR.** "CLOMR" means a conditional letter of map revision issued by the Federal Emergency Management Agency for the purpose of revising a previously established 100-year flood elevation.

4.14 **Community Development District or CDD.** "Community Development District" or "CDD" means an independent special taxing district established pursuant to Chapter 190, Florida Statutes.

**4.15 Conceptual Master Plan.** "Conceptual Master Plan" means the plan prepared by Dewberry, a reduced, black and white copy of which is attached to this Development Agreement as Exhibit "B" and a full-sized color copy of which is on file with the City Clerk's Office. In the event of any conflict between the reduced version of the Conceptual Master Plan attached hereto and the full-sized color version of the Conceptual Master Plan on file with the City Clerk's Office, the version on file with the City Clerk's Office shall control.

**4.16 County.** "County" means Orange County, Florida, a charter county and a political subdivision of the State of Florida.

**4.17 Credits.** "Credits" means Transportation Impact Fee Credits awarded by the City for design, permitting and construction costs incurred by the Owner or its designees and the agreed-upon value of right-of-way contributions as set forth in Subsections 12.1 and 12.2 of this Development Agreement.

**4.18 Deed.** "Deed" means a Special Warranty Deed for right-of-way, naming the City as Grantee.

**4.19 Developer.** "Developer" means Beachline South Residential, LLC, its successors and assigns.

**4.20 Development Standards.** "Development Standards" means the specific development standards for the Starwood Property that are included in the Staff Report and that will be incorporated into the PD Zoning Ordinance for the Starwood Property.

**4.21 Dowden Road or DR.** "Dowden Road" or "DR" means the proposed roadway that will extend from the eastern ramps of SR 417 through the Weewahootee PD to Aerospace Parkway within the SLR Property in an approximate alignment as illustrated in Exhibit "E" attached hereto.

**4.22 Effective Date.** "Effective Date" means the date described in Section 22 of this Development Agreement.

**4.23 Equivalency Matrix.** "Equivalency Matrix" means the chart attached to this Development Agreement as Exhibit "D," which allows the conversion of one land use for another land use within the Conceptual Master Plan so long as the conversion does not result in the generation of additional Trips.

**4.24 Escrow Agent.** "Escrow Agent" means Lowndes, Drosdick, Doster, Kantor & Reed, P.A., Attention: Miranda F. Fitzgerald, Esquire. The Escrow Agent has executed this Development Agreement for purposes of acknowledging and consenting to its responsibilities as described herein.

**4.25 FEMA.** "FEMA" means the Federal Emergency Management Agency.

**4.26 Fisch Credits.** "Fisch Credits" means \$1,444,767.20 in unused transportation impact fee credits that are held by Mockingbird Orlando, LLC and that the

City agrees shall have prior rate vesting status until March 15, 2022, which authorizes the City to apply the transportation impact fee rates that were in effect on December 31, 2006, until the Fisch Credits are depleted.

4.27 **GMP.** "GMP" means the City's Growth Management Policy, which is the name of the City's comprehensive plan adopted pursuant to Chapter 163, Part II, Florida Statutes.

4.28 **Innovation Way South or IWS.** "Innovation Way South" or "IWS" means the proposed roadway that will extend from SR 417 or Moss Park Road on the west to the Starwood North/South Connector Road in an alignment to be determined by the County and the City.

4.29 **Lennar.** "Lennar" means Lennar Homes, LLC, the owner of certain property within the Wewahootee PD through which Segment DR1 is planned, its successors and assigns.

4.30 **Master Stormwater Management System.** "Master Stormwater Management System" means a surface water drainage system, including weirs, ditches, lakes, ponds, swales, pipes, pumps, valves, and all related accessories and appurtenances, which is used for stormwater drainage from the various road segments and certain adjacent private properties, as set forth in Subsection 7.19.1 of this Development Agreement.

4.31 **Moss Park.** "Moss Park" means Moss Park Properties, LLLP, the owner of certain property within the Wewahootee PD though which Segment DR2 is planned, its successors and assigns.

4.32 **MOT.** "MOT" means that certain Memorandum of Terms Regarding "Vista East 2.0" dated July 16, 2015, as approved by the City Council on July 27, 2015, and executed by the City, the Owner, Mockingbird Orlando, LLC and Bal Bay Realty, Ltd.

4.33 **MPB.** "MPB" means the City's duly appointed Municipal Planning Board.

4.34 **New Interchange.** "New Interchange" means the interchange that will be constructed by CFX at the Beachline Expressway and Aerospace Parkway within the SLR Property.

4.35 **Notices to Break Escrow.** "Notices to Break Escrow" means the notices that the Road Construction Manager must periodically deliver to the Escrow Agent to notify the Escrow Agent that a Certificate of Completion has been issued by the City for a particular roadway segment and that all conditions have been satisfied for the release of the deeds, easements, bills of sale and letters of credit related to that particular roadway segment pursuant to this Development Agreement.

4.36 **Off-site Contingency.** "Off-site Contingency" means the full execution of an agreement among the Developer, Road Construction Manager, Moss Park and the City, in which Moss Park agrees, within the time requirements of this

Agreement: (a) to execute a Deed to the City in a form satisfactory to the City for the Segment DR1 and Segment DR2 right-of-way and to deliver the Deed to the Escrow Agent; (b) to execute a perpetual, nonexclusive drainage easement in favor of the City necessary to drain, retain and detain all stormwater from Segments DR1 and DR2 and to deliver the drainage easement to the Escrow Agent; (c) to execute a temporary construction easement in favor of the Road Construction Manager for the purpose of designing, permitting and constructing Segment DR1 and Segment DR2 and deliver the temporary construction easement to the Escrow Agent; and (d) to execute perpetual, nonexclusive utility, sidewalk and ancillary easements in favor of the City as may be required by the City or necessitated by the design of Segments DR1 and DR2 (collectively, the "Ancillary Easements") and to deliver the Ancillary Easements to the Escrow Agent. The Deed and each easement shall include a preliminary legal description based on sixty percent (60%) design plans prepared by Poulos & Bennett, LLC.

4.37 **OUC.** "OUC" means the Orlando Utilities Commission.

4.38 **Owner.** "Owner" means Carlsbad Orlando, LLC, its successors and assigns.

4.39 **Owner's Obligations.** "Owner's Obligations" means any of the Owner's obligations regarding the funding of and the design, permitting and construction of Segments DR1, DR2, DR3, DR4, DR5, SNSC1, SNSC2, and SNSC3, as well as the funding of and the design, permitting and construction of the Master Stormwater Management System as addressed in Sections 7, 9, 10, 11, 14 and 15 of this Development Agreement.

4.40 **PD Contingency.** "PD Contingency" means the City's adoption of a PD Zoning Ordinance that is substantially consistent with the Conceptual Master Plan; and when all appeal times have passed without an appeal being filed, or if an appeal is filed, when all issues in the appeal have been resolved by an administrative or court order or by a settlement agreement, in each case satisfactory to the City, the Owner and the Developer.

4.41 **PD Development Plan.** "PD Development Plan" means a development plan as described in Chapter 58, Subpart 2Q of the Charter and Code of Ordinances of the City.

4.42 **PD Zoning Ordinance.** "PD Zoning Ordinance" means the City Ordinance that approves a PD zoning district for the Starwood Property as described in Chapter 65, Subpart 2E, of the City Charter and Code of Ordinances of the City.

4.43 **Phase One Funding Commitment Date.** "Phase One Funding Commitment Date" means the date which is ten (10) business days following the date on which all permits necessary for the Construction of DR1, DR2 and DR3 have been issued and the City has approved final bids for the Construction of DR1, DR2 and DR3, or such later date that the Parties may agree to in writing, that shall be the date on which both the City and the Owner shall be required to secure and confirm their respective funding

commitments as set forth in Subsections 9.1.1.3 and 9.1.2.1 of this Development Agreement.

**4.44 Phase One of the Regional Road Network.** "Phase One of the Regional Road Network" means the Segments DR1, DR2 and DR3 for purposes of this Development Agreement.

**4.45 Phase Two Funding Commitment Date.** "Phase Two Funding Commitment" Date means the date which is ten (10) business days following the date on which all permits necessary for the Construction of DR4 and DR5 have been issued and the City has approved final bids for the Construction of DR4 and DR5, or such later date that the Parties may agree to in writing that shall be the date on which both the City and the Owner shall be required to secure their respective funding commitments as set forth in Subsections 9.2.1.1 and 9.2.2.1 of this Development Agreement.

**4.46 Phase Two of the Regional Road Network.** "Phase Two of the Regional Road Network" means Segments DR4 and DR5.

**4.47 Plan Amendments.** "Plan Amendments" mean the amendments to the City's GMP, including the Subarea Policy required by this Development Agreement and adopted under Ordinance No. 2016-1.

**4.48 POA.** "POA" means a duly formed Property Owners' Association or Homeowners' Association which has the delegated responsibility for maintenance of any portion of the Master Stormwater Management System.

**4.49 Regional Road Network.** "Regional Road Network" means Segments DR1, DR2, DR3, DR4 and DR5, as well as Segments SNSC1, SNSC2 and SNSC3.

**4.50 Road Construction Manager.** "Road Construction Manager" means Pave It Forward South, LLC, its successors and assigns.

**4.51 Roadway Design Consultant.** "Roadway Design Consultant" means an engineering firm qualified to do business in Florida with substantial experience in designing and engineering public road projects and that is acceptable to the City.

**4.52 Schedule of Costs.** "Schedule of Costs" means the projected costs for designing, permitting and constructing any segment of Dowden Road or any segment of the Starwood North/South Connector Road. The Schedule of Costs for Segments DR1, DR2, DR3, DR4 and DR5 will be established by the bids accepted or deemed accepted by the City for design, permitting and construction of the particular road segment being bid in accordance with the provisions in Subsection 9.6.3 of this Development Agreement. The Schedule of Costs for Segments SNSC1, SNSC2 and SNSC3 will be established by the final bids accepted by the Road Construction Manager from three (3) responsive bids obtained by the Road Construction Manager for design, permitting and construction from an agreed upon list of responsible bidders for the particular road segment being bid.



4.53 **School Board.** "School Board" means the board of elected officials that operates the Orange County Public School system.

4.54 **Segment DR1.** "Segment DR1" means the segment of Dowden Road located within property owned by Lennar in Phase 1 of the Wewahoottee PD and extending to the southern boundary of the property owned by Moss Park, as depicted on Exhibit "E" attached hereto.

4.55 **Segment DR2.** "Segment DR2" means the segment of Dowden Road located within the property owned by Moss Park extending to the southwestern boundary of the Starwood Property, as depicted on Exhibit "E" attached hereto.

4.56 **Segment DR3.** "Segment DR3" means the segment of Dowden Road extending east from the southwestern boundary of the Starwood Property for a distance of approximately 3,079 feet, as depicted on Exhibit "E" attached hereto.

4.57 **Segment DR4.** "Segment DR4" means the segment of Dowden Road extending east from the terminus of Segment DR3 to the Starwood North/South Connector Road, as depicted on Exhibit "E" attached hereto.

4.58 **Segment DR5.** "Segment DR5" means the segment of Dowden Road extending east from the Starwood North/South Connector Road to the eastern boundary of the Starwood Property, as depicted on Exhibit "E" attached hereto.

4.59 **Segment DR6.** "Segment DR6" means the segment of Dowden Road extending from the eastern boundary of the Starwood Property east to the proposed Beachline Expressway interchange at Aerospace Parkway within the SLR Property, as depicted on Exhibit "E" attached hereto.

4.60 **Segment SNSC1.** "Segment SNSC1" means the segment of SNSC extending south from the Dowden Road right-of-way for approximately 3,126 feet within the Starwood Property, as depicted on Exhibit "E" attached hereto.

4.61 **Segment SNSC2.** "Segment SNSC2" means the segment of SNSC extending south from the terminus of Segment SNSC1 to Weewahoottee Road, as depicted on Exhibit "E" attached hereto.

4.62 **Segment SNSC3.** "Segment SNSC3" means the segment of SNSC extending south from Weewahoottee Road to Innovation Way South.

4.63 **SFWMD.** "SFWMD" means the South Florida Water Management District.

4.64 **SLR.** "SLR" means Suburban Land Reserve, Inc., its successors and assigns

4.65 **SLR Property.** "SLR Property" means the property owned by SLR within the International Corporate Park development located east of and contiguous to the Starwood Property.

4.66 **SPMP.** "SPMP" means the City's Specific Parcel Master Plan review process in which development plans for certain parcels or portions of the Starwood Property must be reviewed by staff for consistency with the Growth Management Plan, the PD Zoning Ordinance, including the Development Standards, and this Development Agreement and then reviewed and approved by City's MPB.

4.67 **Staff Report.** "Staff Report" means the Staff Report to the MPB for the Starwood applications, updated November 17, 2015 and April 29, 2016.

4.68 **Starwood North/South Connector Road or SNSC.** "Starwood North/South Connector Road" or "SNSC" means the proposed road that will extend from Dowden Road within the Starwood Property south to Innovation Way South as depicted on Exhibit "E."

4.69 **Transportation Impact Fee Credit Account.** "Transportation Impact Fee Credit Account" means a ledger in the name of the Owner maintained by the City to document the amount of Transportation Impact Fee Credits that are available for use, sale or assignment.

4.70 **Transportation Impact Fee Credits.** "Transportation Impact Fee Credits" means monetary credits awarded by the City for the amounts incurred by the Owner, the Developer or the Road Construction Manager that are Allowable Expenses included in a Schedule of Costs, and the agreed-upon value of right-of-way contributions as set forth in Subsections 12.1 and 12.2 of this Development Agreement.

4.71 **Trips.** "Trips" means the net external daily trips projected to be generated by the Starwood Property as set forth in Subsection 7.6 of this Development Agreement.

4.72 **Vista Park Property.** "Vista Park Property" means the property located northwest of the Starwood Property that is owned by Mockingbird Orlando, LLC.

5. **Authority.** The persons executing this Development Agreement represent that they have full authority and the necessary approval and authorization to enter into and execute this Development Agreement on behalf of the applicable Party. This Development Agreement is entered into under the authority of the Florida Constitution, including Article VIII, Section 2(b) thereof, the general powers conferred upon municipalities by statute and otherwise (including Chapter 163 and 166, Florida Statutes, and the City's Charter). The City hereby represents, warrants, and covenants to and with the Owner and the Developer that this Development Agreement has been validly approved by the City Council, that it has been duly executed and delivered by the City, that it is consistent with the City's Growth Management Policy, and that the enforceability hereof is not subject to impairment on the basis of any public policy or police power.

6. **Conditions Precedent to Constructing Regional Road Network.** Neither the Owner nor the City shall be obligated to fund or construct any segment of the Regional Road Network unless and until all permits have been issued for a particular road segment and bids for the particular road segment have been approved for the particular road segment.

## **7. Land Use/Zoning/Development of the Starwood Property.**

**7.1 Growth Management Plan Amendment for the Starwood Property.** Prior to the approval of this Agreement, the City adopted the Plan Amendments. The Plan Amendments include areas designated for Office-Low Intensity, Community Activity Center, Industrial and Conservation uses and new Subarea Policy, S.40.8. The City agrees that the PD Zoning application previously filed is consistent with the Plan Amendments. The City agrees that, Agricultural Uses shall be permitted within the Starwood Property and shall be deemed to be consistent with all of the future land use designations included in the Plan Amendments.

**7.2 PD Zoning and Development Standards.** Simultaneously with the approval of this Agreement, the City shall adopt a PD Zoning Ordinance that substantially conforms with the Conceptual Master Plan. Notwithstanding any other provision in the City's Growth Management Plan or the City's Land Development Code to the contrary, the Starwood Property shall be developed consistent with the Development Standards to be set forth in the PD Zoning Ordinance and as set forth in this Development Agreement. Individual variances and/or exceptions to the Development Standards may be granted by the City in the same manner and pursuant to the same procedure that the City uses to review and grant variances and/or exceptions to the City's Land Development Code or as provided in the PD Zoning Ordinance. Further, non-substantial variances and/or exceptions to these Development Standards for individual home sites and/or entire parcels may be administratively approved by the City's Planning Official or during the SPMP process if requested by a duly authorized Applicant, provided that such non-substantial variance and/or exception is consistent with the intent of this Development Agreement.

**7.3 Development Consistent with Growth Management Plan Amendments and PD Zoning Ordinance.** The City agrees to process applications and plans for development of the Starwood Property consistent with the Plan Amendments, the PD Zoning Ordinance and this Development Agreement. The City agrees to waive all fees for SPMP applications, PD Zoning amendments, site plans and subdivision approvals for a period of five (5) years following approval of the first SPMP for the Starwood Property.

**7.4 Planning and Permit Review.** The City hereby agrees to expedite permit and plan review for the development or any portion of the Starwood Property. Until substantially built-out, the City shall assign an experienced member of permitting staff to serve as a single point of contact to permit applicants within the Starwood Property. This staff member will assist any Applicant in troubleshooting planning and permitting issues that may arise during the development process. When necessary, this staff member will devote substantial time and energy to reducing preventable permitting delays and helping communicate between builders and appropriate City staff. He or she also will be responsible for setting permit review and inspection time frames and ensuring that such time frames are met.

**7.5 Clearing and Mass Grading.** The City agrees to review plans and issue permits for Mass Grading of various parcels ten (10) acres or greater following SPMP approval for the particular parcels. In addition, the Owner and the Developer shall

be allowed to reestablish agricultural uses on the mass-graded parcels to retain the parcels' preexisting agricultural classification prior to commencement of infrastructure development.

**7.6 Trips and Equivalency Matrix.** The Starwood Property is projected to generate a total of 58,000 Expected Daily Trips at full buildout. Land uses and development intensities may be substituted using the conversion factors in the Equivalency Matrix attached hereto as Exhibit "D" provided that the change requested is consistent with the City's Growth Management Plan, Subarea Policy S.40.8 and the City's Land Development Code, as amended in accordance with this Development Agreement. The proposed conversion of land uses shall be considered as part of the SPMP process.

**7.7 Landscaping of Development Parcels.** Landscaping within development parcels shall comply with the PD Zoning Ordinance requirements and the Development Standards or shall comply with the City's Land Development Code or alternative standards established as part of the SPMP process for items not addressed in the Development Standards.

**7.8 Signage.** All project-related signage shall comply with a Master Sign Plan to be submitted by the Owner for review and approval by the City following approval of the PD Zoning Ordinance. Any proposed signage that is not included in the approved Master Sign Plan shall be permitted in accordance with the City's Land Development Code as the same may from time to time be amended or pursuant to alternative standards established as part of the SPMP process for items not addressed in the Development Standards. The Owner may propose locating signage within dedicated rights-of-way at the time of SPMP submittal, and any signage allowed within dedicated right-of-way shall be addressed in a Right-of-Way Utilization Permit issued by the City.

**7.9 City Park Site Dedication.**

**7.9.1 Park Level of Service and Acreage.** Park land shall be consistent with overall City level of service standards of 3.25 acres per 1,000 population, which has a Unit Equivalent of 0.0074 acres per residential unit. This yields a total of 47.36 acres of combined community and neighborhood parks. A minimum of 30 acres must be provided in one parcel for a community park. Open spaces designated Conservation on the Future Land Use Map may not count toward the minimum acreage of parks and recreation facilities. The community park will be constructed by the Owner or CDD, but owned, operated and maintained by the City. The community park shall be constructed when 33% of the residential units have been constructed. The park location, type of facilities, funding responsibilities, timing, construction responsibilities and impact fee credits shall be determined in a separate agreement between the City and the Owner (the "Park Agreement"). On or before June 30, 2017, in anticipation of the conveyance of the community park, the City shall establish a park impact fee credit account for the Owner in the amount of \$300,000 that can be drawn upon as building permits are issued prior to the execution of the Park Agreement. Once the Park Agreement is executed, the park impact fee credit account shall be "trued up" to reflect the total amount of park impact fees granted, less the amount previously allocated to specific building permits within the development.

**7.9.2 Community Park Alternative and Agreement.** The community park acreage required for the Vista Park Property, as noted in Subarea Policies S.39.3 and S.40.8, may be combined with the Starwood community park acreage to create a 60 acre community park within the Starwood development. Potential alternative locations for the community park have been shown on the Conceptual Master Plan. The specific park location, type of facilities, and timing and construction responsibilities shall be memorialized in a separate agreement with the City.

**7.9.3 Community Park Maintenance.** The City shall be responsible for maintenance of the community park, and the City shall issue permits that will grant the Owner the right but not the obligation to supplement the City's maintenance activities within the community park.

**7.10 Gated Communities.** The City will allow gating of subdivisions and private streets within specific parcels of the Starwood Property to be agreed upon and identified during the SPMP process, subject to compliance with Orlando Fire Department requirements. A maximum of 20% of single family and townhome units may be gated (1,280 units total for the PD). One or more of such gates, however, may be removed in the future at the sole option of the Owner or a successor homeowners' association. The City agrees, however, that if the Owner designates and markets portions of the Starwood Property as an "Age Restricted Community," then all development pods within the age restricted areas will be allowed gating typical of similar communities.

**7.11 Electric Utility Service Franchise Area.** The Starwood Property is currently split by the OUC and Duke Energy service franchise areas. In the event that both OUC and Duke Energy are equally capable of providing electric service to the Starwood Property, the Owner agrees to request that OUC be the electric service provider for the entire Starwood Property. The City shall then ask OUC to use its best efforts to negotiate a modification of the applicable electric utility service franchise areas.

**7.12 School Capacity Agreement.** The Owner shall negotiate with the Orange County School Board ("School Board") and appropriately mitigate the impacts of the Starwood Property's Conceptual Master Plan on school capacity in accordance with the School Board's duly adopted procedures. In the event the Starwood Property is designated as the site for a new high school, the Owner and the City will work cooperatively with School Board to determine whether the high school site can be located contiguous to the community park in a manner that would allow sharing of facilities such as bathrooms, concession areas and parking and a reduction in the acreage requirement for the high school site. The timing of any conveyance of a school site shall be agreed upon by the Owner and the School Board.

**7.13 Community Development Districts or Other Municipal Taxing Districts.** Upon request of the Owner, the City agrees to reasonably and promptly cooperate and assist with the creation and approval of one or more CDD's or other type of special district (including, without limitation, special improvement districts, special assessment districts, etc.) as allowed by Florida law; provided, however, in such event, the Owner agrees that any such CDD or special district will be required to waive any right it may have to incorporate into a separate municipality under Florida law. The City

agrees it will act on all such petitions and modifications thereto submitted to the City and will not transfer the same to any other authority or agency unless required by Florida law.

**7.14 Conservation / Retention Areas.** The classifications, labels and descriptions pertaining to the parcels and the locations of the conservation areas or retention areas shown on the Conceptual Master Plan are approximate. The exact location and configuration of the conservation areas and retention areas are subject to change pursuant to regulations of the Florida Department of Environmental Protection, SFWMD and other state and federal agencies. The Parties acknowledge that portions of the conservation areas and retention areas shown on the Conceptual Master Plan may be identified as wetlands. The City hereby agrees that a twenty-five foot (25') buffer adjacent to the wetlands is acceptable if approved by the SFWMD. The City agrees not to impose wetlands or conservation restrictions that are more stringent than those adopted by the SFWMD. The Owner may use or develop wetlands provided that such use and development is approved in a permit issued by the SFWMD. Issuance of an ACOE permit will not be required prior to the City's issuance of development permits in areas of the Starwood Property that the City agrees are not subject to ACOE jurisdiction.

**7.15 Submittal of Applications.** Except as otherwise expressly stated in this Development Agreement, an Applicant shall file with the City all necessary applications and documentation in order to comply with normal and customary procedures required by the City for GMP amendments, rezonings, preliminary and final development plans, preliminary and final plats, master plans, and other development approvals or permits.

**7.16 Future Changes to PD Zoning.** The PD Zoning Ordinance approved for the Starwood Property may be amended from time to time so long as changes to the adopted Growth Management Plan are not required. A change will be classified as either a substantial or non-substantial amendment. The determination of a substantial or non-substantial amendment shall be made jointly by the City's Zoning and Planning Officials and shall be based on the following criteria:

**7.16.1 Substantial Amendment.**

(a) A change that is inconsistent with the Plan Amendments.

(b) A change which would include a principle land use not previously permitted under the approved PD Zoning Ordinance and/or applicable GMP policies.

(c) A change which would alter the land use type adjacent to the boundary of the PD, except when it is: i. a reduction in density; or ii. A reduction in intensity of approved residential development, unless the reduction locates a residential use next to an incompatible land use.

(d) A change which would increase the land use intensity without a corresponding decrease in some other portion of the PD and which results in

greater off-site impacts or potential significant and adverse impacts on adjacent land uses and the surrounding roadway network.

When a proposed amendment to the approved PD Zoning is determined to be substantial, plans and supporting data (following the City's requirements for amendment of a PD Development Plan) must be submitted for review by the City's Technical Review Committee, a public hearing before the MPB, and final action by the City Council.

**7.16.2 Non-substantial Amendment.** All requests for non-substantial amendments, including plans and supporting data, must be submitted for administrative review and approval by the Zoning and Planning Officials and final action by the City Council.

**7.17 Simultaneous Increase/Decrease.** Where an Applicant proposes to reduce the number of units or floor area in one phase of the project, a corresponding increase in the number of units or floor area in another phase may be allowed without triggering a substantial amendment determination so long as other conditions of approval are not adversely affected and no other changes are proposed which would be considered a substantial change as described in Subsection 7.16.1 of this Development Agreement.

**7.18 Street Lighting.** The City shall provide and maintain at its cost streetlights within all public rights-of-way, pursuant to an agreement between the City and OUC regardless of whether OUC or Duke Energy is the electric utility service provider. In the event the Owner or the CDD requests the City to install a light fixture that is an upgrade from the City's standard light fixture, the Owner shall pay to the City the cost differential between the standard light fixture and the upgraded light fixture prior to installation of the streetlights. The Owner shall have the right to request at the time of SPMP submittal the ability to install marketing banners and City-approved technology, including but not limited to, WiFi transmitters, cameras and cellular receivers on streetlights in various designated locations. The marketing banners must be included in an overall Master Sign Plan.

**7.19 Exceptions to City Land Development Code.** In consideration of the Owner's agreement to annex the Starwood Property into the City, the City agrees that the following Development Standards shall apply in lieu of conflicting provisions contained in the City's Land Development Code:

**7.19.1 Stormwater, Floodplain and Compensating Storage Requirements.** Any stormwater systems, including a Master Stormwater Management System, constructed to serve any portion of the Starwood Property shall be designed in accordance with SFWMD requirements in lieu of any conflicting City requirements, including stormwater, floodplain or compensating storage requirements. The 100-year floodplain compensating storage analysis will be based on the 100-year/24-hour storm event. Retention and detention facilities may, at the site developer's election, be combined into a single pond system in accordance with the SFWMD criteria. Stormwater from public roadways and from private development within the Starwood Property may be commingled within the Master Stormwater Management System. The City also agrees to process all

permits associated with the Starwood Property and to issue building permits without delay prior to the receipt of the CLOMR from FEMA.

**7.19.2 Public Access to Lakes.** Access to manmade lakes shall be provided in accordance with the applicable SPMP within the Starwood Property.

**7.20 Compliance with Other Ordinances and Regulations.** Except as otherwise set forth in this Development Agreement or on the PD Development Plan, all development of the Starwood Property shall comply with the applicable City ordinances as they may be amended from time to time, and with the applicable regulations of federal, state, and local agencies.

**8. Development Rights.** The Owner shall have the right to use and develop the Starwood Property as provided in this Development Agreement. The Owner does not waive any right to develop and use the Starwood Property arising by virtue of the statutory or the common law of the State of Florida.

**9. Funding, Design and Construction of the Regional Road Network.**

**9.1 Funding Commitments for Phase One Dowden Road (Segments DR1, DR2 and DR3).**

**9.1.1 City Obligations.**

**9.1.1.1 City's Funding Commitment for Segments DR1, DR2 and DR3.** Based on the final approved bids for Segments DR1, DR2 and DR3, the total amount of funds to be contributed by the City shall not exceed fifty percent (50%) of the Allowable Expenses applicable to Segments DR1, DR2 and DR3 or \$9 Million, whichever is less, and shall not include payment for any costs, fees, or charges other than those Allowable Expenses which are included in the Schedule of Costs applicable to Segments DR1, DR2 and DR3 or otherwise agreed to in writing by the City.

**9.1.1.2 Waiver of Application, Permit and Inspection Fees.** The City shall waive all of the City's application fees, permit fees and inspection fees applicable to the construction of Segments DR1, DR2 and DR3. The waiver of such application, permit and inspection fees shall not be considered as part of the Allowable Expenses applicable to Segments DR1, DR2 and DR3 and shall not be included in the calculation of the cap on the City's contribution to Segments DR1, DR2 and DR3.

**9.1.1.3 City's Phase One Funding Affidavit.** On or before the Phase One Funding Commitment Date, the City shall deliver to Escrow Agent, in escrow, an affidavit certifying that the City has budgeted at least fifty percent (50%) of the final bid amount plus a ten percent (10%) contingency for DR1, DR2 and DR3 or \$9 Million, whichever is less, for the City's Contribution to Phase One of the Regional Road Network and that such funds are available for designing, permitting and constructing Segments DR1, DR2 and DR3 of the Regional Road Network, as provided in Subsection 9.1.1.1.

**9.1.2 Owner's Obligations.**



**9.1.2.1 Owner's Funding Commitment for Segments DR1, DR2 and DR3.** The Owner shall be obligated to fund fifty percent (50%) of any and all costs, fees, and charges for the design, permitting, and construction of Segments DR1, DR2 and DR3, except those permit and inspection fees which have been expressly waived by the City in Subsection 9.1.1.2 of this Development Agreement. In the event the design, permitting, and construction of Segments DR1, DR2 and DR3 exceed \$18 Million, the Owner shall be obligated to fund one hundred percent (100%) of the excess costs, fees, and charges for the design, permitting and construction of the Segments DR1, DR2 and DR3, exclusive of the permit and inspection fees expressly waived herein. In the event, the total actual design, permitting and construction costs of Segments DR1, DR2 and DR3 result in the City's fifty percent (50%) contribution being less than \$9 Million, any surplus may, at the City's election, be allocated to the City's share of the Segments DR4 and DR5.

**9.1.2.2 Owner's Cash Deposit or Irrevocable Letter of Credit.** On or before the Phase One Funding Commitment Date, the Owner shall deposit in escrow with the Escrow Agent cash or an irrevocable letter of credit in favor of the Road Construction Manager with the principal amount being equal to one-half of the final bid amounts for Segments DR1, DR2 and DR3, plus a ten percent (10%) contingency to guarantee the availability of these funds for designing, permitting and constructing the Owner's fifty percent (50%) share of Segments DR1, DR2 and DR3. It is anticipated that the Owner will advance some costs for designing and permitting Segments DR1, DR2 and DR3 prior to the Phase One Funding Commitment Date. As such, the amount of the cash deposit or the letter of credit may be reduced dollar-for-dollar by fifty percent (50%) of any Allowable Expenses that have been advanced by the Owner for design or permitting of DR1, DR2 or DR3. Following the Phase One Funding Commitment Date, the Road Construction Manager shall submit a draw request to the City for reimbursement of the City's fifty percent (50%) share of the Allowable Expenses that were advanced by the Owner.

**9.1.3 Off-site Contingency Applicable to Segments DR1 and DR2.** The City's and the Owner's obligations for funding Segments DR1 and DR2 are contingent upon satisfaction of the Off-site Contingency as defined in this Development Agreement.

## **9.2 Funding Commitments for Phase Two of Dowden Road (Segments DR4 and DR5).**

### **9.2.1 City's Obligations.**

**9.2.1.1 City's Funding Obligations for Segments DR4 and DR5.** Based on the final approved bids for Segments DR4 and DR5, the total amount of funds to be contributed by the City shall not exceed fifty percent (50%) of the Allowable Expenses applicable to Segments DR4 and DR5 and shall not include payment for any costs, fees, or charges other than those Allowable Expenses which are included in the Schedule of Costs or otherwise agreed to in writing by the City. The City will pursue all available sources of funds to finance or otherwise provide for its fifty percent (50%) contribution toward Segments DR4 and DR5 to enable construction commencement. The City shall take the following actions and any others that may be necessary, to obtain funding for Phase Two of the Regional Road Network:

(a) The City will apply for a Trip Funding Grant from the State of Florida or a loan from the State-Funded Infrastructure Bank, or other governmental grants or programs available to the City for regional road projects. If City is successful in obtaining a grant or loan in order to complete construction of Phase Two of the Regional Roadway Network, any amounts obtained by the City shall be credited against the City's fifty percent (50%) contribution to Segments DR4 and DR5.

(b) The City will earmark all revenue from the City's share of the State of Florida gasoline tax revenue generated from completed residential development within the Wewahoottee PD, the Vista Park PD, the Bal Bay PD and the Starwood PD for Phase Two of the Regional Road Network or, at the City's election, an equivalent amount from another revenue source.

(c) The City will pipeline all transportation impact fees paid by developers within the Lennar Property, the Moss Park Property, the Vista Park Property, the Bal Bay Property and the Starwood Property in excess of transportation impact fee credit obligations in this Development Agreement and in agreements with other parties to Phase Two of the Regional Road Network.

**9.2.1.2 City's Phase Two Funding Affidavit.** On or before the Phase Two Funding Commitment Date, the City shall deliver to Escrow Agent, in escrow, an affidavit certifying that the City has budgeted its fifty percent (50%) contribution toward Segments DR4 and DR5 as the City's Contribution to Phase Two of the Regional Road Network and that such funds are available for designing, permitting and constructing Segments DR4 and DR5.

**9.2.1.3 Waiver of Application, Permit and Inspection Fees.** The City shall waive all of the City's application fees, permit fees and inspection fees applicable to the construction of Segments DR4 and DR5. The waiver of such application, permit and inspection fees shall not be considered as part of the Allowable Expenses applicable to Segments DR4 and DR5.

## **9.2.2 Owner's Obligations.**

**9.2.2.1 Owner's Funding Commitment for Segments DR4 and DR5.** The Owner shall be obligated to fund fifty percent (50%) of any and all costs, fees, and charges for the design, permitting, and construction of Segments DR4 and DR5, except those permit and inspection fees which have been expressly waived by the City in Subsection 9.2.1.3 of this Development Agreement.

**9.2.2.2 Owner's Cash or Irrevocable Letter of Credit.** On or before the Phase Two Funding Commitment Date, the Owner shall deposit in escrow with the Escrow Agent cash or an irrevocable letter of credit in favor of the Road Construction Manager in the principal amount necessary to guarantee the Owner's fifty percent (50%) share of the projected cost to complete Segments DR4 and DR5, with the deposit being equal to fifty percent (50%) of the approved final bid amounts plus a ten percent (10%) contingency fee.

**9.2.3 Alternative for Funding Phase Two of Dowden Road.** The Owner shall have the right but not the obligation to advance all or a portion of the design, permitting and construction costs for Segments DR4 and DR5 and obtain a subsequent reimbursement from the City for the City's fifty percent (50%) share at such time as the City obtains funds that can be used for Segments DR4 and DR5. In lieu of obtaining a reimbursement from the City for the City's share of the cost for Segments DR4 and DR5, the Owner may agree, in the Owner's sole and absolute discretion, to accept additional City Transportation Impact Fee Credits equal to one hundred ten percent (110%) for any portion or all of the City's fifty percent (50%) share of the cost for Segments DR4 and DR5.

### **9.3 Design and Permitting of Dowden Road.**

**9.3.1 Design.** The City has previously established the cross-section configuration for Dowden Road as depicted on Exhibit "F" attached hereto. If the PD Contingency is satisfied, then not later than sixty (60) days thereafter, the Road Construction Manager will engage the Roadway Design Consultant to design Segment DR3. If the Off-site Contingency applicable to Segments DR1 and DR2 has been satisfied by that time, the Road Construction Manager will direct the Roadway Design Consultant to also design Segments DR1 and DR2. The design of Segments DR4 and DR5 will be in accordance with the schedule set forth in Table 1. The design of the various roadway segments will appropriately address all stormwater, utility corridor and wetland impact issues necessary for the construction of Dowden Road in phases as set forth in this Development Agreement.

**9.3.2 Cooperation in Permitting Dowden Road.** The City shall serve as the applicant on and sign the permit applications related to the Dowden Road Segments if requested to do so by the Road Construction Manager. Notwithstanding the foregoing, the Owner, working with the Roadway Design Consultant, shall have primary responsibility for obtaining all necessary permits and shall prepare all permit applications, including all related designs and analyses; submit the application and pay any necessary fees; respond to all permitting agency inquiries; provide full access to sites as requested by permitting agencies; and take such other reasonable steps within its power to obtain such permits.

**9.4 Projected Schedule for Phase One and Phase Two of Dowden Road.** The Parties believe the schedule set forth in Table 1 below is reasonable for the design and construction of Phase One and Phase Two of Dowden Road, assuming timely satisfaction the Off-site Contingency and barring currently unforeseen circumstances.

**Table 1**

Project Phase	Segment	Improvement	Design/Permitting Completion Date**	R-O-W/Easement Delivery Date**	Construction Start Date**
I	DR1*	New construction (4LD)	12/30/2017	09/02/2017	03/28/2018
I	DR2*	New construction (4LD)	12/30/2017	09/02/2017	03/28/2018
I	DR3	New construction (4LD)	12/30/2017	09/02/2017	03/28/2018
II	DR4	New construction (4LD)	12/29/2021	09/02/2021	04/27/2022
II	DR5	New construction (4LD)	12/29/2021	09/02/2021	04/27/2022

\*Segments DR1 and DR2 are subject to the Off-site Contingency provision in Subsection 9.1.3 of this Development Agreement.

\*\*All dates are subject to the Force Majeure provisions in Section 21 of this Development Agreement and may be extended by agreement with the City for other reasons including adverse economic conditions.

It is anticipated that Segment DR6 will be constructed by the owners of the SLR Property at no cost to the Owner. The City and the Owner will use their reasonable best efforts to obtain an agreement with SLR, CFX, and the County in order to coordinate the alignment and construction schedule for Segments DR4 and DR5 with the alignment and construction schedule for Segment DR6 on the SLR property and the New Interchange so that Dowden Road and the New Interchange can be completed at the same time and form a complete arterial connection between SR 417 and the Beachline Expressway.

**9.5 Right-of-Way, Easements and Bills of Sale for Dowden Road.**

The Owner shall deliver to the Escrow Agent, in escrow, a Deed in a form acceptable to the City conveying to the City the right-of-way necessary for the construction of Segments DR3, DR4, and DR5 on or before the dates noted for such delivery in Table 1 above. Such right-of-way shall substantially conform to the alignment depicted on the Conceptual Master Plan; provided, however, that the Owner may make adjustments to the alignment to minimize wetland impacts or to comply with sound engineering practices. Further, the Owner shall deliver to the Escrow Agent, in escrow, on or before the dates noted for such delivery in Table 1, an instrument in a form acceptable to the City granting to the City, at no cost to the City, a perpetual, nonexclusive drainage easement encumbering such additional land as necessary for Segments DR3, DR4 and DR5. The drainage easement shall provide that the grantor of the easement will retain the right to relocate, reconfigure and extract fill from the stormwater drainage area(s), at the grantor's expense, as may be necessary or desirable to incorporate them into the Master Stormwater Management System that will serve the development on land adjoining Segments DR3, DR4 and DR5, under a design approved by the City. In addition, the Owner shall deliver to the Escrow Agent, in escrow, an executed bill of sale for the improvements that comprise Segments DR1, DR2, DR3, DR4 and DR5.

**9.6 Construction of Dowden Road.**

**9.6.1 Timing of Construction – Segments DR1, DR2 and DR3.**

The Road Construction Manager shall determine the appropriate time to submit construction plans for bid in accordance with Subsection 9.6.3 of this Development Agreement. After approval of the final bid amounts as set forth in Subsection 9.6.3, the Road Construction Manager shall issue a Notice of Required Funding to the City and the

Owner specifying the fifty-percent (50%) share plus the amount of the ten (10%) contingency that each of them must secure by the date stated in the Notice which shall be the Phase One Funding Commitment Date. A pre-construction conference shall be scheduled within ten (10) business days following the Phase One Funding Commitment Date. Construction of Segments DR1, DR2 and DR3 shall proceed diligently until the City has issued a Certificate of Completion for all three (3) of the Segments. The anticipated dates for commencement of construction of the various road segments are set forth in Table 1.

**9.6.2 Timing of Construction – Segments DR4 and DR5.** The Road Construction Manager will engage the Roadway Design consultant to design and permit Segments DR4 and DR5 in a time frame consistent with the dates included in Table 1. The Road Construction Manager shall determine the appropriate time to submit construction plans for bid in accordance with Subsection 9.6.3 of this Development Agreement. After approval of the final bid amounts as set forth in Subsection 9.6.3, the Road Construction Manager shall issue a Notice of Required Funding to the City and the Owner specifying the fifty-percent (50%) share plus the amount of the ten (10%) contingency that each of them must secure by the date stated in the Notice which shall be the Phase Two Funding Commitment Date. A pre-construction conference shall be scheduled within ten (10) days following the Phase Two Funding Commitment Date. Construction of Segments DR4 and DR5 shall proceed diligently until the City has issued a Certificate of Completion for both Segments. The anticipated dates for commencement of construction of Segments DR4 and DR5 are set forth in Table 1.

**9.6.3 Bids for Work to be Partially Funded by City.** The Road Construction Manager shall obtain at least three (3) responsive bids from responsible bidders for the design, permitting and construction of each improvement or item for which payment will be requested from the City and shall deliver the bids to the City. The City, however, may disqualify any bid which the City determines, in its reasonable discretion, is imbalanced and does not properly reflect the cost of the services or improvement for which payment will be requested. The City shall deliver written notice to the Road Construction Manager of the approved bid within twenty (20) business days after the date on which the City receives the bid documents. If the City disqualifies a bid under this Subsection 9.6.3, the disqualified bid shall not be deemed a responsive bid in determining whether the Road Construction Manager obtained three (3) responsive bids from responsible bidders. If the City fails to respond within the required twenty (20) day period, the Road Construction Manager may award the bid to the bidder of its choosing. Within five (5) business days following approval of the bid by either the City or by the Road Construction Manager, the Road Construction Manager shall give notice to the City, the Owner and the Developer of the consultant or contractor whose bid was selected.

**9.6.4 Coordination.** The Parties acknowledge that construction of Dowden Road will require coordination to minimize delays or interference associated with the construction. The Parties agree to cooperate with one another to facilitate the construction of Dowden Road.

**9.6.5 Project Managers.** The City hereby designates the Capital Improvement Division Manager, or such other individual as the City may designate from time to time in writing, as the City's Project Manager. The Owner hereby designates Pave It

Forward South, LLC as the Road Construction Manager. Greg Clark, an authorized agent of the Road Construction Manager, shall be the Owner's designated representative in all road construction matters. The Owner shall give the City advance notice of any proposed change of the Owner's authorized agent.

**9.6.6 Construction.** The construction of Dowden Road shall be performed in accordance with the plans and specifications prepared by the Road Design Consultant and approved by the City.

**9.6.7 City's Representative.** The City's Project Manager shall interface with the Road Construction Manager pertaining to the design, permitting and construction of Dowden Road. The City's Project Manager shall act as the City's representative and perform the reviews and approvals called for herein, transmit instructions to and receive information from the Road Construction Manager and communicate the City's policies and decisions to the Road Construction Manager.

**9.6.8 Site Inspection.** The City's Project Manager, as well as construction inspectors who report to him, will, from time to time, be on the site inspecting the performance and progress of the Dowden Road construction. They shall be granted complete access to the construction area and access to meeting space within the Road Construction Manager's construction trailer, if one exists. The City's Project Manager and inspectors will observe the progress of the construction to see that the work is being performed in accordance with the approved design. In the event work is discovered, whether by the City's Project Manager or by the Road Construction Manager, their consultants or contractors, which is defective or otherwise non-conforming to the requirements of the design, the Road Construction Manager shall have such work removed and replaced with work that conforms to the approved plans and specifications. The City's Project Manager and his inspectors shall not, during site visits or as a result of observations of work, supervise, direct, or have control over the contractors' work, nor shall they have authority or responsibility for the means, methods, techniques, sequences, or procedures of construction, or for safety measures and programs incident to the work.

**9.6.9 Document Availability.** The Road Construction Manager shall make available for inspection, as requested by the City's Project Manager, copies of all plans, specifications, schedules, correspondence, forms, change order requests, reports, field transmittals, job logs, shop drawings, samples, testing data and reports, bids and any other design, testing, construction engineering inspection, or construction documents requested by the City.

**9.6.10 Change Orders.** All construction contract change orders must be approved by the City's Project Manager in writing. Notwithstanding any other provisions in this Development Agreement, once the design of any segment of Dowden Road has been approved by the City and a construction contract has been executed, any change orders that are requested by the City shall cause the City's contribution to the particular road segment to increase dollar-for-dollar to cover the entire cost of implementing the change requested, and the City shall advance funds for this purpose or provide other security for the cost of implementing the change within ten (10) business days following issuance of the change order. If City funds are not timely advanced, the Road Construction Manager shall not be obligated to implement the change order. The cost of implementing

change orders that are needed as a result of unexpected environmental, geotechnical or force majeure causes shall be shared equally by the City and the Owner. The cost of implementing any change orders which are necessary to cure a latent defect in the design or construction of any segment of Dowden Road shall be borne entirely by the Owner.

#### **9.6.11 Payment of Shared Costs.**

**9.6.11.1 Payment of City's Share.** The Road Construction Manager shall submit monthly to the City's Project Manager, a single invoice on a City of Orlando Public Works Department Application for Payment form, substantially similar to the form attached as Exhibit "H," incorporating invoices of the contractors and consultants for which payment of the City's share of the cost is requested in accordance with Subsections 9.1.1.1, 9.1.2.1, 9.2.1.1 and 9.2.2.1 of this Development Agreement. To receive payment from the City, the work must be an Allowable Expense which is also included on the Schedule of Costs, as it may be modified from time to time by change orders approved in accordance with Subsection 9.6.10 of this Development Agreement, and must be performed in accordance with approved plans and specifications. The City shall not withhold payment of an entire invoice for partial noncompliance with this Subsection 9.6.11. If the amount of a request for payment of Allowable Expenses is not in accordance with the Schedule of Costs, or has not otherwise been agreed to in writing by the City, the City shall pay only the amount due for that portion of the payment request which is in accordance with the Schedule of Costs or which has otherwise been agreed to in writing by the City. Unless otherwise approved by the Public Works Director, the City shall withhold ten percent (10%) of that amount as retainage until final completion and acceptance of the work included in a final completion certificate. Invoices meeting the requirements stated herein shall be paid by the City within twenty (20) business days of receipt. Any interest, penalties, or other damages which accrue to the Owner as a result of the City's failure to pay will be passed on to the City, except where the City withholds payment for noncompliance as set forth above. Any amounts overpaid by the City shall be promptly refunded, including interest at one percent (1%) simple interest per month after thirty (30) days' written notice of the overpayment is received by the Road Construction Manager from the City, or shall be applied to the following invoice as directed by the Public Works Director. Final payment of the City's contribution to a particular road segment shall not be made until all liens are removed from that road segment.

**9.6.11.2 Payment of Owner's Share.** The Road Construction Manager shall submit monthly to the Owner and the Escrow Agent a single invoice incorporating invoices of the contractors and consultants for which payment of the Owner's share of the cost is requested in accordance with Subsections 9.1.1.1, 9.1.2.1, 9.2.1.1 and 9.2.2.1 of this Development Agreement. Lien releases from the contractor and its subcontractors and suppliers shall also be provided as required by the City's Project Manager. If the Owner has deposited cash with the Escrow Agent to secure its road construction obligations, the Escrow Agent shall pay the Owner's share of each draw request from the cash deposit held in escrow. If the Owner has posted a letter of credit with the Escrow Agent to secure its road construction obligations, the Owner shall pay the amount of the invoice and, at the Owner's election, the amount of the letter of credit may be reduced by the amount actually spent by the Owner on a particular road segment. The Owner or the Escrow Agent shall withhold ten percent (10%) of the amount of the invoice as retainage until final completion and acceptance of the work included in a final completion

certificate. Invoices shall be paid by the Owner or the Escrow Agent within twenty (20) business days of receipt.

**9.6.12 Document Audits.** The City shall have the right to access and audit the Road Construction Manager's books, ledgers, records, receipts, invoices, vouchers, correspondence, memoranda, other documents and electronic information relating or pertaining to the payment of Allowable Expenses for any segment of Dowden Road. The Road Construction Manager shall retain all documents pertaining to reimbursement requests for a minimum of five (5) years after the City's issuance of a certificate of completion for the particular segment of Dowden Road and final payment for that segment.

**9.6.13 Insurance Coverage.** The Road Construction Manager shall procure insurance, or require each of its design, testing, construction engineering and inspection consultants and its contractors to provide insurance, that as a minimum complies with the following coverage:

(a)	General Liability	\$ 1,000,000.00
(b)	Automobile Liability	\$ 500,000.00
(c)	Workers' Compensation	Statutory Limits
(d)	Professional Liability [consultant's only]	\$ 1,000,000.00

The City shall be listed as an additional insured on the general liability insurance policy, and the workers' compensation policy shall contain a waiver of subrogation provision.

**9.6.14 Joint Final Inspection.** Upon completion of the construction of any segment of Dowden Road, the Road Construction Manager shall conduct a joint final inspection with the City's Project Manager. If both the City's Project Manager and the Road Construction Manager agree at the inspection that all work has been completed in conformance with the construction requirements, the Road Construction Manager shall submit a final completion certificate to the City. The certificate shall be accompanied by complete as-built drawings, warranties, waivers and releases from all contractors, subcontractors and suppliers, and documentation of the approval of construction by agencies having jurisdiction. A final completion certificate may be submitted by the Road Construction Manager for any segment of Dowden Road as these segments are completed and jointly inspected.

**9.6.15 Dispute Resolution.** With regard to any material disputes between the Road Construction Manager and the City regarding the construction of any segment of Dowden Road, the Parties agree to work together in good faith to resolve all disputes promptly. Either the Owner or the City may demand in writing that the City's Project Manager and the Road Construction Manager meet at such places as may be mutually agreeable to resolve the dispute. Upon receipt of this demand, the Owner, the Road Construction Manager and the City will each promptly comply and will negotiate in good faith to resolve the dispute. If they do not resolve the dispute within thirty (30) days of



the date of the first meeting, the Owner and the City agree to mediate the dispute with a mutually agreed upon mediator chosen from the list of certified mediators maintained by the court having jurisdiction over the dispute. The Owner and the City agree to equally share the cost of any independent mediator engaged to assist them in resolving their differences, with the Owner paying one-half (1/2) of the cost and the City paying one-half (1/2) of the cost. In the event the claim, dispute or other issue is not resolved through mediation, either the Owner or the City may institute litigation to resolve the issues.

**10. Starwood North/South Connector Road.**

**10.1 Design and Permitting of the Starwood North/South Connector Road.** The Owner shall be responsible for the design and construction of the Starwood North/South Connector Road substantially consistent with the cross-section as depicted in Exhibit "G" and substantially consistent with the alignment depicted on the Conceptual Master Plan.

**10.2 Cooperation by City in Permitting of the Starwood North/South Connector Road.** The City shall serve as the applicant on and sign the permit applications related to the Starwood North/South Connector Road if requested to do so by the Road Construction Manager. The City shall also cooperate with and assist the Owner in obtaining any permits or approvals from OUC and the County which may be required for an at-grade crossing of the OUC rail line and connection of the SNSC to Weewahootee Road and Innovation Way South. Notwithstanding the foregoing, the Owner shall have primary responsibility for obtaining all necessary permits and shall prepare all permit applications, including all related designs and analyses; submit the application and pay any necessary fees to permit agencies other than the City; respond to all permitting agency inquiries; provide full access to sites as requested by permitting agencies; and take such other reasonable steps within its power to obtain such permits.

**10.3 Projected Schedule for the Starwood North/South Connector Road.** The Parties believe the schedule set forth in Table 2 below is reasonable for the design and construction of the North/South Connector Road, barring currently unforeseen circumstances.

**Table 2**

<b>Project Phase</b>	<b>Segment</b>	<b>Improvement</b>	<b>Design/Permitting Completion Date</b>	<b>R-O-W/Easement Delivery Date</b>	<b>Construction Start Date</b>
II	SNSC1	New construction (2L)	12/29/2021	12/29/2021	04/27/2022
III	SNSC2	New construction (2L)	12/04/2024	12/04/2024	06/01/2025
III	SNSC3	New construction (2L)	12/03/2025	12/03/2025	06/01/2026

\*All dates are subject to the Force Majeure provisions in Section 21 of this Development Agreement and may be extended by agreement with the City for other reasons including adverse economic conditions.

**10.4 Right-of-Way, Easements and Bills of Sale for the Starwood North/South Connector Road.** The Owner shall deliver to the Escrow Agent, in escrow, a Deed in a form acceptable to the City conveying to the City the right-of-way necessary for the construction of Segments SNSC1, SNSC2, and SNSC3 on or before the dates

noted for such delivery in Table 2 above. Such right-of-way shall substantially conform to the alignment depicted on the Conceptual Master Plan; provided, however, that the Owner may make adjustments to the alignment to minimize wetland impacts or to comply with sound engineering practices. Further, the Owner shall deliver to the Escrow Agent, in escrow, on or before the dates noted for such delivery in Table 2, an instrument in a form acceptable to the City granting to the City, at no cost to the City, a perpetual, nonexclusive drainage easement encumbering such additional land as necessary for Segments SNSC1, SNSC2 and SNSC3. The drainage easement shall provide that the grantor of the easement shall retain the right to relocate, reconfigure and extract fill from the stormwater drainage area(s), at the grantor's expense, as may be necessary or desirable to incorporate them into a Master Stormwater Management System that will serve the development on land adjoining Segments SNSC1, SNSC2 and SNSC3, under a design approved by the City. In addition, the Owner shall deliver to the Escrow Agent, in escrow, an executed bill of sale for the improvements that comprise Segments SNSC1, SNSC2 and SNSC3.

**10.5 Bids for Construction.** The Road Construction Manager shall obtain at least three (3) responsive bids from responsible bidders for the design, permitting and construction of each segment of the Starwood North/South Connector and shall select the bidder it deems most appropriate for the work to be performed.

**10.6 Funding for the Starwood North/South Connector Road.**

**10.6.1 City's Funding Obligations.** The City shall waive all of the City's permit and inspection fees applicable to the construction of Segments SNSC1, SNSC2 and SNSC3.

**10.6.2 Owner's Funding Obligations.** The Owner shall construct two (2) lanes of Segments SNSC1, SNSC2 and SNSC3 and shall pay all of the related costs for the construction, except those permit and inspection fees which have been expressly waived by the City in Subsection 10.6.1 of this Development Agreement in accordance with the construction schedule set forth in Table 2 of this Agreement. At least thirty (30) days prior to the commencement of construction of a particular road segment, the Road Construction Manager shall provide evidence to the City that the Owner has posted cash or an irrevocable letter of credit in favor of the Road Construction Manager securing the full cost of constructing the first two (2) lanes of the road segment that is proposed for construction, plus a ten percent (10%) contingency fee. At the Owner's election, lanes three (3) and four (4) of Segments SNSC1, SNSC2 and SNSC3 may be constructed at the Owner's expense and shall be eligible for impact fee credits for the Allowable Expenses and for right-of-way to the extent that excess capacity is created, as set forth in Subsection 12.2 of this Development Agreement. If the Owner has deposited cash with the Escrow Agent to secure its road construction obligations, the Escrow Agent shall pay the road construction costs from the cash deposit held in escrow. If the Owner has posted a letter of credit with the Escrow Agent to secure its road construction obligations, the Owner shall pay the amount of the invoice and, at the Owner's election, the amount of the letter of credit may be reduced by the amount actually spent by the Owner on a particular road segment.

**11. Provisions Applicable to Design, Permitting and Construction of All Road Segments.**

**11.1 Construction Management Services.** The Road Construction Manager shall perform construction management services related to Dowden Road and the Starwood North/South Connector Road. Such services shall include, but are not limited to, the following: (a) coordination with the City, the County, utility companies, Florida Department of Transportation, SFWMD, other agencies having jurisdiction and adjoining property owners; (b) project management; (c) construction engineering and inspection; (d) construction management; (e) scheduling; (f) reporting; (g) estimating; (h) project accounting; (i) quality control; (j) safety programming; (k) permitting; and (l) administration and oversight of design consultants, and construction and engineering consultants.

**11.2 Legal Descriptions.** At the time that thirty percent (30%) design plans have been completed for Segments DR3, DR4, DR5, SNSC 1, SCNC2, or SNSC3, the Road Construction Manager shall deliver to any property owner who will be conveying right-of-way or easements to the City for that road segment the City-approved forms for the Deed and easements to be conveyed with legal descriptions attached based on the thirty percent (30%) design. The Road Construction Manager shall deliver the executed Deeds and easements to the Escrow Agent in escrow. At such time as all necessary permits have been issued for a particular road segment, the Road Construction Manager shall deliver the final legal descriptions for each Deed and easement to the Escrow Agent and to the property owner who earlier executed a Deed or easement with a legal description based on the thirty percent (30%) design. If a final legal description is materially different than a thirty percent (30%) design description, the property owner who receives a proposed final legal description shall have ten (10) business days to deliver a notice to the Road Construction Manager and the Escrow Agent objecting to the legal description and stating the basis for the objection. If no objection notice is received within the period provided for the notice of objection, the legal description will be deemed final. Following receipt of an objection notice, the Road Construction Manager shall arrange a meeting with the property owner and the surveyor who prepared the legal description to resolve the objection. If necessary, a corrected legal description will be prepared and delivered to the property owner who objected and to the Escrow Agent. The corrected legal description shall be deemed final. Upon receipt of confirmation from the Road Construction Manager that the legal description for a particular road segment is final, the Escrow Agent is authorized by the grantor of each applicable Deed or easement to substitute the final legal description for the earlier legal description in the applicable Deed or easement and continue to hold the Deed or easement in Escrow until such time as a Notice to Break Escrow is received regarding the particular road segment.

**11.3 Wetland Mitigation.** In the design and construction of any road segment, the Owner and the Road Construction Manager shall comply with all applicable federal and state laws, ordinances, rules, and regulations pertaining to the mitigation of wetland impacts. The City will not impose wetland mitigation requirements that are different from or more stringent than those required by the SFWMD. The Owner shall be responsible for mitigating any wetland impacts pursuant to SFWMD permit requirements, either through on-site or off-site mitigation. The actual cost of mitigating wetland impacts related to any road segment shall be deemed an Allowable Expense as indicated in Exhibit "C" to this Development Agreement.

**11.4 Utilities.** Utility mains will be allowed in right-of-way and in easement areas adjacent to the right-of-way for all road segments addressed in this Development Agreement.

**11.5 Commencement of Construction.** At least fifteen (15) business days prior to the commencement of construction on a particular road segment, the Road Construction Manager shall provide evidence to the City that the Owner has posted cash or an irrevocable letter of credit in favor of the Road Construction Manager securing the full cost of constructing the particular road segment, plus a ten percent (10%) contingency fee, except in the case of the various segments of Dowden Road, in which case, the Road Construction Manager shall provide an affidavit to the City confirming that the Owner has posted cash or an irrevocable letter of credit in favor of the Road Construction Manager for not less than fifty percent (50%) of the total construction cost stated in the construction contract for the particular road segment, plus a 10 percent (10%) contingency fee.

**11.6 Materials Testing.** Materials testing will be conducted by an engineer under a continuing contract with the City and designated by City's Permitting Department but, will be paid by the Owner as an Allowable Expense.

**11.7 Landscaping Installation and Maintenance.** The Owner shall install the landscaping approved by the City as part of the construction plans for any road segment prior to issuance of a certificate of completion for the particular road segment, as applicable. The City shall maintain the landscaping within the right-of-way of each road segment at its cost and expense until such time as a final plat is recorded on the private property adjacent to the right-of-way. Once a final plat is recorded for any portion of the Starwood Property which is contiguous to any portion segment of Dowden Road or the Starwood North/South Connector, the owner of such property, its successors or assigns, as expressly set forth in Section 23 of this Development Agreement, shall assume, at its expense, all landscape maintenance activities on that portion of right-of-way contiguous to the particular property which has been platted. Any person or entity with landscape maintenance responsibilities pursuant to this Subsection 11.7 shall have the continuing right to enhance the landscaping in the right-of-way following issuance of a Right-of-Way Utilization Permit by the City.

**11.8 Master Stormwater Management System and Other Drainage Easements.**

**11.8.1 Initial Maintenance Responsibilities.** So long as a Master Stormwater Management System or other drainage easements are used only to accommodate drainage flows from segments of Dowden Road or the Starwood North/South Connector Road, the City shall maintain, in their entirety, the Master Stormwater Management System and the other drainage easement areas. Notwithstanding the foregoing, the Owner or a duly formed CDD or POA shall have the right, but not the obligation, to enter into, upon, and across the Master Stormwater Management System and the drainage easement areas for the purpose of inspecting, maintaining, repairing, and replacing any portion of the Master Stormwater Management System or the drainage facilities located within the drainage easement areas which the City fails to maintain at a standard sufficient to comply with all applicable permits. Except in the case of a bona fide

emergency, the Owner, the CDD or POA, as applicable, shall give the City not less than ten (10) business days' prior notice of its intent to maintain, repair and/or replace a portion of the Master Stormwater Management System or drainage facilities located within any other drainage easement area. The notice shall specify with particularity the deficiency causing the need for the action which the Owner, CDD or POA proposes to take, and shall give the City a reasonable time (to be stated in the notice) in which to take curative measures. If the City fails to take curative measures within the time stated in the notice or fails to diligently pursue the curative measures to completion, and if the Owner, CDD or POA thereafter maintains, repairs and/or replaces any portion of the Master Stormwater Management System or drainage facilities located within any other drainage easement area necessary to maintain the Master Stormwater Management System or drainage facilities at a standard sufficient to comply with all applicable permits, the City shall reimburse the Owner, CDD or POA, as applicable, for the costs incurred by the Owner, CDD or POA in doing so.

**11.8.2 Subsequent Maintenance Responsibilities.** Once a final plat is recorded for any portion of the Starwood Property which will be benefitted by the Master Stormwater Management System or other drainage easement areas, then the owner of such property, its successors or assigns as expressly set forth in Section 23 of this Development Agreement, shall assume, at its expense, all maintenance activities on that portion of the Master Stormwater Management System or other drainage easement areas located within the particular property which has been platted, unless a CDD or POA has been formed and given the responsibility for maintaining the Master Stormwater Management System. It is the Parties' intent that the owner or owners of the Starwood Property or a duly formed CDD or POA shall eventually have full maintenance responsibility for those portions of the Master Stormwater Management System and the drainage easement areas located within the boundaries of their respective properties and that the City shall not have any maintenance responsibilities for any portion of the Master Stormwater Management System or the drainage easement areas, whether located within public rights-of-way or on private property, which receive post-development drainage flows from private properties. The City, however, shall have the right to enter into, upon, and across the Master Stormwater Management System and the drainage easement areas for the purposes of inspecting, maintaining, repairing, and replacing any portion of the Master Stormwater Management System or the drainage facilities located within the drainage easement areas which the property owner fails to maintain at a standard sufficient to comply with all applicable permits. Except in the case of a bona fide emergency, the City shall give the applicable property owner, CDD or POA not less than ten (10) business days' prior notice of the City's intent to maintain, repair and/or replace a portion of the Master Stormwater Management System or drainage facilities located within any other drainage easement area. The notice shall specify with particularity the deficiency causing the need for the action which the City proposes to take, and shall give the property owner a reasonable time (to be stated in the notice) in which to undertake curative measures. If the property owner or CDD or POA, as applicable, fails to undertake curative measures within the time stated in the notice or fails to diligently pursue the curative measures to completion, and if the City thereafter maintains, repairs and/or replaces any portion of the Master Stormwater Management System or drainage facilities located within any other drainage easement area necessary to maintain the Master Stormwater Management System or drainage facilities at a standard sufficient to comply with all applicable permits, the applicable property owner, CDD or POA shall reimburse the City for the cost incurred by the City in doing so.

**11.9 Performance Bonds and Warranties.** Unless cash or an irrevocable letter of credit has been posted with the Escrow Agent for the Owner's required share of the construction cost for each road segment, the Road Construction Manager shall require each construction contractor to obtain, prior to beginning construction, Performance and Payment Bonds with the penal amount of each bond equal to one hundred ten percent (110%) of the construction contract price for each segment of Dowden Road or the Starwood North/South Connector Road. The surety must be authorized to issue bonds in Florida and must be listed in the most recently issued United States Department of Treasury's "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Re-insuring Companies," as published in the Federal Register. The City shall be listed as an Obligee on each bond. The Road Construction Manager shall act to prevent construction liens from being filed on any real property on which any segment of Dowden Road or the Starwood North/South Connector Road. If a lien is filed, the Owner will take the requisite action to have the lien removed. Any performance and payment bonds for a particular road segment shall be released by the City upon issuance of a Certificate of Completion for that road segment and receipt of documentation that all contractors and subcontractors working on that road segment have been paid in full and all contractors' liens have been released. Each construction contract applicable to a segment of Dowden Road or a segment of the Starwood North/South Connector Road shall contain a warranty in the amount of ten percent (10%) of the contract price for the materials and work performed. The warranty shall be in force and effect for a period of two (2) years following the date on which the City accepts maintenance responsibility for the constructed improvement.

**11.10 Conveyance of Constructed Roadway Segments.** Upon the City's issuance of a Certificate of Completion for each roadway segment, that segment shall be conveyed to the City by release from escrow of the applicable deeds, easements and bills of sale as provided in Subsection 15.1 of this Agreement and subject to the City's requirements for accepting constructed roadways.

**11.11 Ownership of Engineering Plans and Related Documents.** The Owner shall retain proprietary rights in and to the designs, engineering drawings, construction plans, and specifications for the segments of Dowden Road and for the Starwood North/South Connector Road, and the City shall not use or allow other persons to use such designs, engineering drawings, construction plans, and specifications without the express written consent of the Owner.

**11.12 Duties Regarding Conveyance Documents.**

**11.12.1 Draft Documents Regarding Property to be Conveyed and Easements to be Granted to the City.** Not later than the sixtieth (60th) business day prior to the date on which construction is proposed to commence on a particular road segment, the Road Construction Manager shall deliver to the City Attorney's Office, attention Kyle Shephard, Esquire, the following documents regarding all property to be conveyed to the City by deed and all property to be encumbered by easements in favor of the City related to that particular road segment:

**11.12.1.1 Drafts of Deeds, Easements and Bills of Sale.**

Draft copies of the deeds, easements and bills of sale being held in escrow or proposed for delivery to the Escrow Agent, including legal descriptions.

**11.12.1.2 Title Certificate.**

A title certificate in a form reasonably acceptable to the City confirming the record fee simple title holder to the land to be conveyed for the particular road segment.

**11.12.1.3 Sketches of Description and Surveys.**

Sketches of description of all property to be dedicated as right-of-way to the City or encumbered with an easement in favor of the City for the particular road segment, certified to the City by a land surveyor registered in the State of Florida. Surveys of any property other than right-of-way to be deeded to the City. The legal description of the property to be conveyed to the City or encumbered by an easement in favor of the City must correspond to the legal description contained in the sketch of description or survey, as applicable.

**11.12.1.4 Environmental Audit.**

A Level 1 environmental audit of the land, including an additional two hundred (200) feet around all sides of the land to be conveyed to the City or encumbered with an easement in favor of the City, certified to the City by an environmental specialist reasonably acceptable to the City. In the event the Level 1 environmental audit indicates that there is or may be environmental contamination on any portion of the land being conveyed or that further investigation is needed, the Owner shall also provide the City with a Level 2 environmental audit, certified to the City by an environmental specialist reasonably acceptable to the City, regarding any areas identified for further investigation in the Level 1 environmental audit. In the event the Level 2 environmental audit indicated there is or may be environmental contamination on any portion of the land being conveyed, the City and the Owner will meet and determine how best to remediate the contamination or otherwise resolve the issue. The Starwood Property is located within the Former Pine Castle Jeep Range. The City has received and accepted the Explosives or Munitions Field Validation Investigation, Starwood Property, Orlando, Florida, dated April 1, 2015, prepared by Buffalo Restoration, LLC (the "Buffalo Report"). The Buffalo Report indicated no remediation action is needed for the Starwood Property. The location of the Starwood Property within the boundaries of the Former Pine Castle Jeep Range shall not be the basis for requiring a Level 2 environmental audit.

**11.12.1.5 Other Documents.**

If the City delivers a written request desiring specific copies of documents or correspondence regarding the Owner's obligations under this Development Agreement to design, permit and construct Dowden Road or the Starwood North/South Connector Road, the Road Construction Manager shall provide the copies to the City employee identified in the City's request for the copies within ten (10) business days following receipt of the request.

**11.12.2 Document Revisions.**

The Road Construction Manager shall respond to the City's comments on any draft documents and make such reasonable revisions as may be needed to ensure that the documents will be in a form acceptable to the City. The Road Construction Manager shall verify the correctness of the legal descriptions on all deeds and easements in advance of sending a Notice to Break Escrow to the Escrow Agent and shall notify the applicable property owner and the Escrow Agent of any revisions.

**11.13 Duty to Cooperate.** The City acknowledges and agrees that the obligations of the Owner and the Road Construction Manager cannot be accomplished or completed without the involvement and joint participation and cooperation of certain other government entities and certain private property owners who are not parties to this Development Agreement. The City will make reasonable efforts to assist the Owner and the Road Construction Manager in acquiring all necessary local, state, and federal permits, licenses, easements, and other approvals to construct Dowden Road and the Starwood North/South Connector Road.

## **12. Transportation Impact Fee Credits.**

**12.1 Dowden Road.** The Owner shall receive City Transportation Impact Fee Credits for fifty percent (50%) of the value of its right-of-way and easement dedications based on an agreed land value of \$100,000 per acre and shall also receive City Transportation Impact Fee Credits for one hundred percent (100%) of its documented cash contributions of Allowable Expense set forth in Exhibit "C" for Segments DR3, DR4 and DR5. In addition, the Owner shall receive Transportation Impact Fee Credits for fifty percent (50%) of the value of right-of-way and easements conveyed to the Developer by Moss Park based on an agreed land value of \$100,000 per acre, and for one hundred ten percent (110%) of its documented cash contributions of Allowable Expense set forth in Exhibit "C" for Segments DR1 and DR2. Landscaping in addition to that listed as an Allowable Expense on Exhibit "C" shall be provided as part of individual SPMP's for development parcels and shall not be eligible for Credits.

**12.2 Starwood North/South Connector Road.** The City acknowledges that the Starwood North/South Connector will be part of the Regional Road Network. The Owner shall not be eligible for Credits for the two-laning of Segments SNSC1, SNSC2 or SNSC3, but the Owner shall receive 100% Transportation Impact Fee Credits for the additional capacity created by the on-site and off-site segments of Segments SNSC1, SNSC2, and SNSC3 beyond that capacity needed for full build out of the Starwood PD Development Plan. Following the four-laning of the Segments SNSC1, SNSC2, and SNSC3, the Owner's eligibility for impact fee credits for excess capacity created shall be Thirty-eight percent (38%) for SNSC1, Eighty-two percent (82%) for SNSC2 and Ninety-five percent (95%) for SNSC3. The percentage of excess capacity created shall be applied to the value of the right-of-way and easement areas at an agreed value of \$100,000 per acre and to the cost of the road segments on which the additional capacity has been created, based on the amount of the documented cash contributions to Allowable Expenses set forth in Exhibit "C."

**12.3 Award of Transportation Impact Fee Credits.** Following issuance of a Certificate of Completion for any road segment, the Owner shall submit to the City a request for an award of Transportation Impact Fee Credits together with documentation of Allowable Expenses incurred that are eligible for Credits. Within thirty (30) days following receipt of a request for an award of Credits, the City shall establish a Transportation Impact Fee Credit Account in the name of the Owner and shall award Credits in accordance with the terms of this Development Agreement. The Owner may use the Credits to satisfy any transportation impact fee obligation for the development of any portion of the Starwood Property or may sell or assign such Credits as provided in Subsection 12.4 of this Development Agreement. When Credits are used to satisfy a



transportation impact fee obligation, the amount of the Credit used shall be deducted from the Transportation Impact Fee Credit Account. It shall be the responsibility of the Owner to coordinate any sale or assignment of such Credits with the City and to ensure the proper use and accounting of the Credits. The Owner hereby assigns any Credits applicable to Segments DR1 and DR2 to the Developer.

**12.4 Transferability of Transportation Impact Fee Credits.** The City agrees that all transportation impact fee credits awarded pursuant to this Development Agreement shall be transferable or assignable to any portion of the Starwood Property, the Vista Park Property or the Bal Bay Property. The City also agrees that the Fisch Credits may be assigned by their owner and used in the development of the Starwood Property until December 31, 2020.

**12.5 Development in Advance of Establishment of Transportation Impact Fee Credit Account.** If any building permit is requested for development within the Starwood Property prior to the establishment of a Transportation Impact Fee Credit Account, and for which Credits are not used to satisfy the impact fee obligation, then the building permit Applicant shall pay to the City all impact fees which are due for the permit requested. The City shall hold in escrow one hundred percent (100%) of the transportation impact fees paid by the building permit Applicant for the benefit of the Owner until such time as the City has established a Transportation Impact Fee Credit Account in the name of the Owner as provided in Subsection 12.3 of this Development Agreement. The City shall release the fees held in escrow to the Owner within twenty (20) business days following establishment of the Transportation Impact Fee Credit Account in the name of the Owner and shall simultaneously reduce by a like amount the impact fee credits in the Owner's Transportation Impact Fee Credit Account.

**13. Transportation Vesting.** Upon the City's issuance of a Certificate of Completion for Segment DR5, sixty percent (60%) of the projected total PM peak hour trips for the Starwood PD Development Plan (33,600 Trips) shall be vested against off-site transportation mitigation requirements. Upon the City's or the County's issuance of a Certificate of Completion for Segment DR6 and connection to Innovation Way South via the Starwood North/South Connector Road, one hundred percent (100%) of the projected total PM peak hour trips for the Starwood PD Development Plan (56,000 Trips) shall be vested, and the Owner shall be deemed to have satisfied all mitigation requirements for off-site transportation impacts generated by the full buildout of the approved Starwood PD Development Plan. In the event Segment DR6 has not been constructed by others between the Starwood Property's eastern boundary and the CFX Interchange at Aeronautical Boulevard, or in the event IWS has not been constructed by others easterly to the intersection of the Starwood North/South Connector Road within five (5) years following completion of Segment SNSC2, the Starwood Development Program will be granted full vesting without these connections.

#### **14. Escrow Agent.**

**14.1 Appointment of Escrow Agent.** The Parties hereby appoint Lowndes, Drosdick, Doster, Kantor, and Reed, P.A., attention: Miranda F. Fitzgerald, Esquire, to serve as the Escrow Agent under this Development Agreement. The Parties acknowledge and agree that the Escrow Agent is serving and may continue to serve as

counsel for the Developer. The Parties hereby agree to waive any conflicts of interest in regard to the Escrow's Agent's dual roles as counsel for the Developer and as Escrow Agent under this Agreement. The Escrow Agent hereby accepts such appointment on the terms provided herein.

**14.2 Replacement of Escrow Agent.** No Party has the power to replace the Escrow Agent without the consent of the other Parties. If the Escrow Agent resigns, a replacement shall be selected by agreement of the Parties. If such an agreement cannot be reached on or before the thirtieth (30th) business day after the effective date of the Escrow Agent's resignation, the City's Chief Financial Officer shall serve as the Escrow Agent, and the previous Escrow Agent shall immediately transfer to the CFO all documents and funds then in escrow.

**14.3 Safekeeping, Disposition, Notification and Inspection of Escrowed Documents.** The Escrow Agent is required to observe only the express provisions of this Development Agreement. It is agreed that the duties of the Escrow Agent under this Development Agreement are purely ministerial in nature. Accordingly, the Escrow Agent's duties shall be expressly limited to the following tasks:

**14.3.1 Safekeeping of Documents.** The safekeeping of the following documents required to be delivered to the Escrow Agent in accordance with the terms of this Development Agreement:

<u>List of Documents</u>	<u>Applicable Section or Subsection of Development Agreement</u>
Deeds for Right-of-Way, Easements and Bills of Sale for Dowden Road and SNSC.	4.37; 9.5; 10.4; 11.12.1.1
City's Funding Affidavits.	9.1.1.3; 9.2.1.2
Cash or Letters of Credit for Owner's share of Segments DR1, DR2, DR3, DR4 and DR5.	9.1.2.2; 9.2.2.2
Cash or Letters of Credit for the estimated costs for the design and construction of Segments SNSC1, SNSC2 and SNSC3.	10.6.2

**14.3.2 Payment of Invoices for Road Construction.** If the Owner has deposited cash with the Escrow Agent to secure the cost of constructing any road segment, the Escrow Agent shall pay invoices received from the Road Construction Manager from the escrowed funds within twenty (20) days following receipt of the invoice unless, within ten (10) days following receipt of the invoice, the Owner notifies the Escrow Agent that there is a dispute regarding the invoiced amount. In that event, the Escrow Agent shall not pay the invoice until receiving further direction from the Owner.

**14.3.3 Substitution of Final Legal Descriptions.** Upon receipt of any final legal description and confirmation of same from the Road Construction Manager, the Escrow Agent shall replace the legal description on Deeds or easements being held in escrow with the applicable final legal description.

**14.3.4 Disposition of Documents.** The disposition of the documents being held in escrow, including, but not limited to, deeds, easements, bills of sale, affidavits and Letters of Credit, shall occur only in accordance with the terms and conditions of this Development Agreement.

**14.3.5 Notification to Parties.** Within five (5) business days following receipt of a request by any Party, the Escrow Agent shall provide the Parties with a list of all documents held in escrow as of the date of such request.

**14.3.6 Inspection of Documents Held in Escrow.** At any time prior to the issuance of a Certificate of Completion for the last road segment to be constructed by the Road Construction Manager under this Development Agreement, the Parties shall have the right to inspect and request copies of any documents being held by Escrow Agent, in escrow, pursuant to the terms of this Development Agreement. All copying costs incurred by the Escrow Agent shall be paid by the Party requesting the copies as a condition of receiving the copies requested.

**14.4 Declaratory Judgment or Interpleader Action.** In the event the Escrow Agent is in doubt as to how, to whom, or under what circumstances to release the documents being held in escrow under this Development Agreement, and the Parties, upon the written request of the Escrow Agent for instructions as to the proper release of same, are unable to agree on how to direct the Escrow Agent in writing as to how, to whom, or under what circumstances to release the documents being held in escrow, the Escrow Agent may file a complaint for a declaratory judgment or an interpleader action in a court of competent jurisdiction in Orange County, Florida, requesting the court to determine how the Escrow Agent should proceed in releasing the documents being held in escrow.

**14.5 Liability of Escrow Agent.** The Parties agree and acknowledge that the Escrow Agent shall have no liability or any further responsibility to any Party or person for release of the deeds, permits and other instruments being held in escrow by the Escrow Agent in good faith hereunder unless such release or disbursement shall constitute a willful breach of the duties and obligations of the Escrow Agent under this Development Agreement or gross negligence on the part of the Escrow Agent. Further, the Parties agree to indemnify and hold the Escrow Agent harmless from and against any and all loss, costs, damages or expenses (including attorneys' and paralegals' fees) it may sustain by reason of its service as the Escrow Agent hereunder, except if such loss, costs, damages or expenses (including attorneys' and paralegals' fees) were incurred by reason of such acts or omissions for which the Escrow Agent is liable or responsible under the first sentence of this Subsection 14.5.

**14.6 Expenses.** Notwithstanding any other provision in this Development Agreement to the contrary, the Owner and the City shall each pay a one-half (1/2) share of the reasonable costs, expenses, and attorneys' and paralegals' fees

which are incurred by the Escrow Agent in the filing and/or prosecution of any complaint for a declaratory judgment or interpleader in accordance with Subsection 14.4 of this Development Agreement. The Owner shall pay for other reasonable expenses incurred by the Escrow Agent in connection with its duties under this Development Agreement. Quarterly following the Effective Date through final disposition of the escrow, the Escrow Agent shall provide an itemized invoice to the Owner of the fees and costs incurred by Escrow Agent during the preceding quarter. Payment of the fees and costs reflected in the invoice shall be due upon receipt and delinquent after thirty (30) days.

**14.7 Escrow Agent as Counsel for Owner and Developer.** The City acknowledges that the Escrow Agent is providing legal representation to the Owner and to the Developer in connection with this Development Agreement. The City hereby waives any claim of conflict of interest resulting from the Escrow Agent's representation of the Owner and the Developer.

**15. Notices to Break Escrow and Satisfaction of Escrow Conditions.** Once the City issues a Certificate of Completion for a particular road segment, and a copy of the Certificate of Completion has been received by the Escrow Agent, then within not more than ten (10) business days thereafter, the Escrow Agent shall distribute the documents being held in escrow that relate to the particular road segment for which the Certificate of Completion has been issued, as follows:

**15.1 Disposition to City.** The Escrow Agent shall release to the City any fully executed deeds, easements and bills of sale described in Subsections 9.5, 10.4 and 11.12.1.1 of this Development Agreement that are applicable to the particular road segment for which the Certificate of Completion has been issued.

**15.2 Disposition to Owner.** The Escrow Agent shall release to the Owner, or to such other person whose name appears as the Guarantor on the Letter of Credit, any original Letter of Credit that guaranteed funding solely for the road segment for which the Certificate of Completion has been issued, or guaranteed funding for more than one road segment if each road segment addressed in the Letter of Credit has been issued a Certificate of Completion as of the date of the Notice to Break Escrow.

**15.3 Disposition of Items Not Listed.** The Escrow Agent shall release any item held in escrow by the Escrow Agent which is not specifically listed in this Section 15 to the person or entity intended to receive that item when and as contemplated by this Development Agreement.

**16. Status Letters.** From time to time during the term of this Development Agreement, the Owner or Developer may request, and the City shall provide, within twenty (20) business days following any such request, a status letter indicating to its knowledge whether all provisions of this Development Agreement are in full force and effect; whether any Notice of Defect has been sent to the Owner, the Developer or the Road Construction Manager; whether the City is aware of any noncompliance with the terms of this Development Agreement by the Parties; and such other information regarding the status of this Development Agreement as may be reasonably requested by the Owner or Developer.

17. **Further Assurances.** In addition to the acts recited in this Development Agreement, the Parties agree to perform or cause to be performed any and all further acts as may be reasonably necessary to complete the transactions contemplated hereby, including the execution and/or recordation of further instruments.

18. **Limitation of Remedies.** Except as otherwise provided in this Section 18, the Parties hereby agree not to pursue an award of monetary damages for a breach of or nonperformance under this Development Agreement, such that if a Party fails or refuses to fulfill its obligations under this Development Agreement, the only remedies available against the non-performing Party shall be either to withhold further performance under this Development Agreement until the nonperforming Party or Parties cure the nonperformance or to seek a court order from the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida requiring the non-performing Party to fulfill its obligations under this Development Agreement. However, nothing in this Development Agreement shall be construed to limit a Party's rights to pursue any and all remedies, if any, under civil rights laws.

19. **Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

If to City:	Chief Administrative Office City of Orlando 400 South Orange Avenue Orlando, Florida 32801 Facsimile: (407) 246-3342
With a copy to:	Chief Assistant City Attorney 400 South Orange Avenue Orlando, Florida 32801 Facsimile: (407) 246-2854
If to Owner:	Carlsbad Orlando, LLC c/o Steven H. Gray, Manager Gray, Ackerman & Haines 125 NE First Avenue, Suite 1 Ocala, Florida 334470 Facsimile: (352) 368-7751
With a copy to:	John J. Brunetti, Jr. 2200 E. 4 <sup>th</sup> Avenue Hialeah, FL 33013 Facsimile: (305) 887-8006

If to Developer: Beachline South Residential, LLC  
c/o Jay A. Thompson, Manager  
189 S. Orange Avenue  
Suite 1110S  
Orlando, FL 32801

With a copy to: Miranda F. Fitzgerald, Esquire  
Lowndes, Drosdick, Doster, Kantor  
& Reed, P.A.  
P.O. Box 2809  
Orlando, FL 32801  
Facsimile: (407) 843-4444

And with a copy to: Lee Stuart Smith, Esquire  
Holland & Knight  
200 S. Orange Avenue  
Suite 2600  
Orlando, FL 32801  
Facsimile: (407) 244-5288

If to Pave It: Pave It Forward South, LLC  
c/o Greg Clark  
189 S. Orange Avenue  
Suite 1110S  
Orlando, FL 32801

If to Escrow Agent: Lowndes, Drosdick, Doster, Kantor  
& Reed, P.A.  
c/o Miranda F. Fitzgerald, Esquire  
P.O. Box 2809  
Orlando, FL 32801  
Facsimile: (407) 843-4444

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

20. **Agency.** The Parties, and their agents, contractors or subcontractors, shall perform all activities that are outlined in this Development Agreement as independent entities and not as agents of each other. Nothing in this Development Agreement is intended to create a partnership or joint venture between the Parties and none of the Parties to this Development Agreement shall be construed under this Development Agreement to be partners or joint venturers for any purpose.

21. **Force Majeure.** The Parties shall not be liable to each other for damages, costs, attorneys' or paralegal fees (including attorneys' or paralegal fees on appeal) for breach of contract, or otherwise for failure or inability to perform occasioned by any cause beyond the control and without the fault of the Parties. Such causes may include, but shall not be limited to, acts of God, acts of government (including, but not limited to regulatory agencies or court) in its sovereign or prior contractual capacity, fires, weather (including, but

not limited to floods, hurricanes and tropical storms), quarantines, restrictions of any kind, strikes, or failure or breakdown of transmission or other facilities or equipment.

22. **Effective Date.** This Development Agreement shall become effective on the date it is recorded by the City in the Public Records of Orange County, Florida not sooner than the earliest date on which each of the following conditions has occurred: (a) the City has adopted the Annexation Ordinance; (b) the City has amended its GMP to include the Starwood Property on the Future Land Use Map and to include a Subarea Policy related to the Starwood Property that is acceptable to the Owner; (c) the City has adopted a PD Zoning Ordinance for the Starwood Property that is acceptable to the Owner; (d) any appeals that may have been filed regarding the Annexation Ordinance, the Plan Amendments or the PD Zoning Ordinance have been resolved by settlement agreement, administrative or judicial order; (e) the Owner, the Developer and the Road Construction Manager have executed this Development Agreement; and (f) the Mayor of the City, or such other City official or employee as may be properly authorized to do so, has executed this Development Agreement following approval of this Development Agreement by the City Council.

23. **Parties Bound.** Except as expressly provided in this Section 23, following recordation of this Development Agreement among the Public Records of Orange County, the benefits and burdens of this Development Agreement shall become a covenant running with the title to the respective lands affected hereby (as described herein) and shall be binding upon the Owner and its respective successors in title to the Starwood Property until release or termination as set forth in Section 27 of this Development Agreement. The Owner may only be released from the Owner's Obligations as defined in Subsection 4.39 of this Development Agreement if assigned to and assumed by assignees with the prior approval of the City following review of the proposed assignee's financial background, determination by the City of the proposed assignee's ability to fulfill the Owner's Obligations of this Development Agreement, and the proposed assignee's written acceptance of the Owner's Obligations or other obligations of the Owner hereunder. The City hereby consents to the assignment by the Owner to the Developer of any and all rights of Owner in this Agreement, and the City hereby agrees to accept the Developer's performance of any obligation of the Owner under this Agreement, including specifically the Owner's Obligations as defined herein.

24. **Periodic Review of Development Agreement.** The SPMP process shall serve as the City's means of periodic review of this Development Agreement in compliance with Section 163.3225, Florida Statutes.

25. **Entire Agreement.** This Development Agreement contains the entire agreement among the Parties hereto, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the Parties relating to the subject matter hereof.

26. **Modification.** This Development Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document approved by the City Council and signed by all parties to this Development Agreement. Upon written request by the Owner or Developer, any amendment to this Development Agreement or waiver of any material provision hereof proposed by the Owner

or Developer shall be presented to the City Council for acceptance or rejection, as the City Council may see fit, within thirty (30) business days of receipt of the request.

**27. Release, Notice of Completion and Termination, Termination and Survival.** The provisions set forth in this Section shall govern the release, termination and survival of this Development Agreement and the procedure for recordation of a Notice of Completion and Termination.

**27.1 Release.** It is the intent of the Parties that the road funding and road construction obligations described as the Owner's Obligations in this Development Agreement shall not be applicable to land purchased by end users for construction of residential or non-residential uses. Sections 9, 10, 11, 14 and 15 of this Development Agreement, in their entirety and including all Subsections within each listed Section, shall be automatically released and shall not be an encumbrance when a deed is recorded indicating that a platted lot has been sold to a third party who is not a party to this Development Agreement (the "Platted Sold Lot"). All other provisions of this Development Agreement shall be binding on the owners of Platted Sold Lots. Nothing in this Subsection 27.1 shall be construed to release from Sections 9, 10, 11, 14, and 15 of this Development Agreement, including all Subsections within each listed Section, lands which are unplatted at the time of their conveyance. The City agrees that all owners of Platted Sold Lots may proceed with and obtain reviews, approvals, permits, certificates of occupancy or issuance of any other item necessary or required for the development, construction or completion of a Platted Sold Lot and improvements thereon without being affected by any non-compliance with Sections 9, 10, 11, 14 and 15 of this Development Agreement.

**27.2 Termination.** This Development Agreement shall terminate and be of no further force thirty (30) years following the Effective Date, or sooner upon recordation of a Notice of Completion and Termination by the City. The termination date may be extended by agreement of the Parties and subject to a public hearing as provided in Section 163.3225, Florida Statutes.

**27.3 Disclaimer of Third Party Beneficiaries.** This Development Agreement is solely for the benefit of the formal Parties to this Development Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal Party hereto. Nothing in this Development Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Development Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors and assigns.

**28. Severability.** If any provision of this Development Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any Party to this Development Agreement or substantially increase the burden of any Party to this Development Agreement, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Development Agreement.

**29. Attorneys' Fees and Costs.** In the event of any action to enforce the terms of this Development Agreement, the prevailing Party shall be entitled to recover reasonable



attorneys' fees, paralegals' fees, and costs incurred at all trial and appellate levels, including such fees and costs incurred in the enforcement of this Section 29. THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY.

30. **Choice of Law and Venue.** Florida law shall govern the interpretation and enforcement of this Development Agreement. In any action or proceeding required to enforce or interpret the terms of this Development Agreement, venue shall be in Orange County, Florida.

31. **Waiver of Jury Trial.** The undersigned hereby mutually, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect to any and all claims and causes of action of any kind whatsoever including, without limitation, any affirmative defenses, counterclaims, or cross claims, based on this Agreement or arising out of, under, or in connection with this Agreement or any agreement contemplated to be executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party with respect hereto or thereto whether such claims or causes of action are known or unknown at the time of execution of this Agreement. Furthermore, none of the undersigned shall seek to consolidate any action in which a jury trial has been waived with any action in which a jury trial cannot be waived. This waiver is a material inducement for the Parties entering into this Agreement.

32. **Construction of the Agreement.** This Development Agreement is the result of negotiations among the Parties hereto such that all Parties have contributed substantially and materially to the preparation of this Development Agreement. Accordingly, this Development Agreement shall not be construed more strictly against one Party than against another Party or other Parties.

33. **Counterparts and Copies.** This Development Agreement consists of 62 pages, excluding Exhibit "A" through Exhibit "H," and may be executed in counterparts. An original of this Development Agreement shall be maintained by the Clerk to the City Council, and copies shall be provided to all Parties listed in the Notice provision (Section 19) of this Development Agreement. A copy of this Development Agreement is admissible to the same extent as the original in any subsequent proceeding and has the same force and effect as the original.

34. **Captions.** The captions for the Sections and Subsections contained in this Development Agreement are solely for the convenience of the Parties and do not, in themselves, have any legal significance.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the undersigned have executed this Development Agreement on the dates indicated below.

WITNESSES:

**CARLSBAD ORLANDO, LLC**, a Florida limited liability company

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Steven H Gray, Manager

\_\_\_\_\_  
Print/Type Name of Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print/Type Name of Witness

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of **CARLSBAD ORLANDO, LLC**, a Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARIAL SEAL

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Signatures Continue on Following Pages]

WITNESSES:

**BEACHLINE SOUTH RESIDENTIAL, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Signature of Witness

By: Land Innovations, LLC, as Florida limited liability company, as Manager

\_\_\_\_\_  
Print/Type Name of Witness

By: \_\_\_\_\_  
Jay Thompson, Manager, as its  
Manager

\_\_\_\_\_  
Signature of Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Print/Type Name of Witness

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Jay Thompson, Manager of Land Innovations, LLC, a Florida limited liability company, Manager of **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARIAL SEAL

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Signatures Continue on Following Pages]

WITNESSES:

**PAVE IT FORWARD SOUTH, LLC, a  
Florida limited liability company**

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Jay A. Thompson, Manager

\_\_\_\_\_  
Print/Type Name of Witness

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print/Type Name of Witness

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of **PAVE IT FORWARD SOUTH, LLC**, a Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARIAL SEAL

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Signatures Continue on Following Pages]

**CITY OF ORLANDO, FLORIDA**

**BY THE MAYOR / MAYOR PRO  
TEMPORE**

\_\_\_\_\_  
Mayor /Mayor Pro Tempore  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST, BY THE CLERK OF THE  
CITY COUNCIL OF THE CITY OF  
ORLANDO, FLORIDA**

\_\_\_\_\_  
City Clerk  
Print Name: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND RELIANCE OF THE  
CITY OF ORLANDO, FLORIDA**

\_\_\_\_\_  
City Attorney  
Print Name: \_\_\_\_\_

**CONSENT AND ACCEPTANCE OF ESCROW AGENT**

The undersigned hereby consents to its appointment as Escrow Agent under this Development Agreement and agrees to comply with the escrow provisions set forth in Sections 14 and 15 hereof.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LOWNDES, DROSDICK, DOSTER,  
KANTOR & REED, P.A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Miranda F. Fitzgerald, as Vice President of **LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.**, a Florida professional association. She is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARIAL SEAL

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public, State of Florida

Commission No: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Exhibit "A" - Starwood Property Legal Description

THAT PORTION OF SECTION 32, LYING NORTH OF A LINE EXTENDED BETWEEN THE EASTERLY 1/4 CORNER AND THE NORTHWEST CORNER; THAT PORTION OF SECTION 33, LYING NORTH OF A LINE EXTENDED BETWEEN THE SOUTHEAST CORNER AND THE WEST 1/4 CORNER AND LYING SOUTH OF STATE ROAD 528 (BEELINE EXPRESSWAY); AND ALL OF SECTIONS 34 AND 35, ALL LYING IN TOWNSHIP 23 SOUTH, RANGE 31 EAST.

LESS AND EXCEPT: THAT PORTION SET FORTH AND DESCRIBED IN THAT STIPULATED ORDER OF TAKING RECORDED APRIL 3, 1989 IN OFFICIAL RECORDS BOOK 4068, PAGE 3668 AND THAT FINAL JUDGMENT OF COMPENSATION AND TITLE RECORDED JULY 18, 1991 IN OFFICIAL RECORDS BOOK 4307, PAGE 2300, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT: THAT PORTION CONVEYED TO ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY PURSUANT TO THAT WARRANTY DEED RECORDED MAY 30, 1966 IN OFFICIAL RECORDS BOOK 1544, PAGE 611, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND:

ALL OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 31 EAST

AND:

THAT PORTION OF SECTION 3, LYING NORTH OF A LINE EXTENDED BETWEEN THE EASTERLY 1/4 CORNER AND THE NORTHWEST CORNER, ALL BEING IN TOWNSHIP 24 SOUTH, RANGE 31 EAST.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN SECTIONS 32, 33, 34 AND 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH AND ADJACENT TO THE EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 528, PER ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, SECTIONS NO. 1.1, NO. 1.2 AND 6440-401/402, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

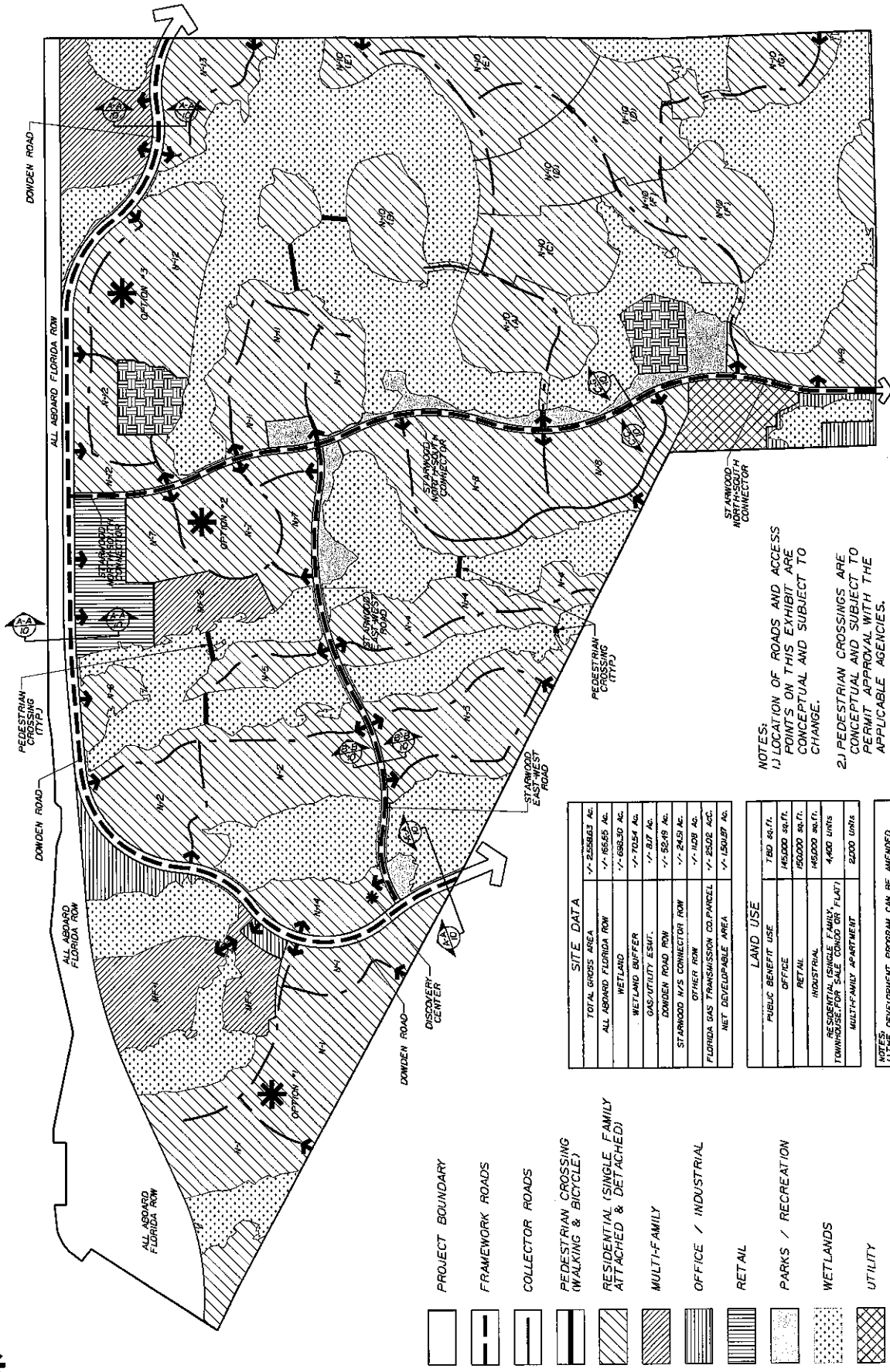
COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE NORTHEAST CORNER OF SAID SECTION 35; THENCE RUN SOUTH  $00^{\circ}11'37''$  WEST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 445.80 FEET FOR THE POINT OF BEGINNING; THENCE RUN SOUTH  $89^{\circ}44'52''$  WEST ALONG A LINE LYING 200.00 FEET SOUTH OF, BY PERPENDICULAR MEASURE, SAID EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 5315.87 FEET; THENCE RUN SOUTH  $89^{\circ}46'02''$  WEST, A DISTANCE OF 2050.28 FEET TO CURVE CONCAVE TO THE SOUTH; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 11200.00 FEET, A CENTRAL ANGLE OF  $04^{\circ}33'55''$ , A CHORD LENGTH OF 892.18 FEET BEARING SOUTH  $87^{\circ}29'04''$  WEST, AN ARC DISTANCE OF 892.42 FEET; THENCE RUN SOUTH  $85^{\circ}12'06''$  WEST, A DISTANCE OF 2984.16 FEET TO A CURVE CONCAVE TO THE SOUTHEAST: THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 6300.00 FEET, A CENTRAL ANGLE OF  $19^{\circ}15'31''$ , A CHORD LENGTH OF 2107.63 FEET BEARING SOUTH  $75^{\circ}34'21''$  WEST, AN ARC DISTANCE OF 2117.59 FEET; THENCE RUN SOUTH  $65^{\circ}55'36''$  WEST, A DISTANCE OF 1652.64 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3246.20 FEET, A CENTRAL ANGLE OF  $29^{\circ}12'51''$ , A CHORD LENGTH OF 1637.32 FEET BEARING SOUTH  $80^{\circ}39'34''$  WEST, AN ARC DISTANCE OF 1655.19 FEET TO SAID EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE; THENCE RUN NORTHERLY AND EASTERLY ALONG SAID EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES; THENCE RUN NORTH  $33^{\circ}00'37''$  EAST, A DISTANCE OF 1712.40 FEET; THENCE RUN NORTH  $49^{\circ}19'48''$  WEST, A DISTANCE OF 197.16 FEET; THENCE RUN NORTH  $37^{\circ}39'28''$  EAST, A DISTANCE OF 198.45 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 626.20 FEET, A CENTRAL ANGLE OF  $27^{\circ}45'47''$ , A CHORD LENGTH OF 300.47 FEET BEARING NOAH  $60^{\circ}53'31''$  EAST. AN ARC DISTANCE OF 303.43 FEET; THENCE RUN NORTH  $84^{\circ}18'48''$  EAST NON-TANGENT TO SAID CURVE, A DISTANCE OF 327.32 FEET; THENCE RUN SOUTH  $00^{\circ}14'49''$  EAST, A DISTANCE OF 149.32 FEET; THENCE RUN NORTH  $89^{\circ}45'1''$  EAST, A DISTANCE OF 800.00 FEET: THENCE RUN NORTH  $00^{\circ}14'49''$  WEST, A DISTANCE OF 151.07 FEET; THENCE RUN NORTH  $88^{\circ}55'29''$  EAST, A DISTANCE OF 171.66 FEET; THENCE RUN SOUTH  $78^{\circ}17'59''$  EAST, A DISTANCE OF 1249.44 FEET; THENCE RUN NORTH  $77^{\circ}48'43''$  EAST, A DISTANCE OF 1328.70 FEET; THENCE RUN SOUTH  $83^{\circ}54'10''$  EAST, A DISTANCE OF 452.77 FEET; THENCE RUN SOUTH  $86^{\circ}43'21''$  EAST, A DISTANCE OF 651.25 FEET; THENCE RUN SOUTH  $73^{\circ}32'40''$  EAST, A DISTANCE OF 208.79 FEET; THENCE RUN NORTH  $89^{\circ}45'22''$  EAST, A DISTANCE OF 280.00 FEET; THENCE RUN NORTH  $42^{\circ}46'53''$  EAST, A DISTANCE OF 102.59 FEET; THENCE RUN NORTH  $89^{\circ}45'22''$  EAST, A DISTANCE OF 250.00 FEET; THENCE RUN NORTH  $85^{\circ}56'32''$  EAST, A DISTANCE OF 601.33 FEET; THENCE RUN NORTH  $81^{\circ}47'06''$  EAST. A DISTANCE OF 252.44 FEET; THENCE RUN NORTH  $89^{\circ}45'20''$  EAST, A DISTANCE OF 3343.66 FEET: THENCE RUN NORTH  $89^{\circ}44'52''$  EAST, A DISTANCE OF 5317.43 FEET TO SAID EAST LINE OF SECTION 35; THENCE RUN SOUTH  $00^{\circ}11'37''$  WEST, ALONG SAID EAST LINE, A DISTANCE OF 200.01 FEET FOR THE POINT OF BEGINNING;

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY OF THE ABOVE DESCRIBED RIGHT-OF-WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT-OF-WAY.



# Exhibit "B" - Conceptual Master Plan

POTENTIAL COMMUNITY PARK LOCATION



- NOTES:
- 1) LOCATION OF ROADS AND ACCESS POINTS ON THIS EXHIBIT ARE CONCEPTUAL AND SUBJECT TO CHANGE.
  - 2) PEDESTRIAN CROSSINGS ARE CONCEPTUAL AND SUBJECT TO PERMIT APPROVAL WITH THE APPLICABLE AGENCIES.
  - 3) DRIVEWAY CUTS ARE PERMITTED ON THE COLLECTOR ROADS.

SITE DATA	
TOTAL GROSS AREA	1/2-235,963 AC.
ALL ABOARD FLORIDA ROW	1/2-16,665 AC.
WETLAND	1/2-698,30 AC.
WETLAND BUFFER	1/2-70,54 AC.
GAS/UTILITY ESMIT.	1/2-507 AC.
DOWIDEN ROAD ROW	1/2-52,49 AC.
STARWOOD N/S CONNECTOR ROW	1/2-24,51 AC.
OTHER ROW	1/2-1,008 AC.
FLORIDA GAS TRANSMISSION CO. PARCEL	1/2-25,02 AC.
NET DEVELOPPABLE AREA	1/2-150,027 AC.

LAND USE	
PUBLIC BENEFIT USE	780, 80/71.
OFFICE	145,000 SFT.
RETAIL	150,000 SFT.
INDUSTRIAL	145,000 SFT.
RESIDENTIAL (SINGLE FAMILY, TOWNHOUSE-FOR SALE CONDO OR FLAT)	4,400 UNITS
MULTI-FAMILY APARTMENT	2,000 UNITS

NOTES:  
 1) THE DEVELOPMENT PROGRAM CAN BE AMENDED BASED ON THE TRIP EQUIVALENCY CONVERSION MA. RIV.  
 2) DEVELOPMENT STANDARDS SHALL BE IN ACCORDANCE WITH THE TD ORDINANCE AND AMENDATION AGREEMENT.

- PROJECT BOUNDARY
- FRAMEWORK ROADS
- COLLECTOR ROADS
- PEDESTRIAN CROSSING (WALKING & BICYCLE)
- RESIDENTIAL (SINGLE FAMILY ATTACHED & DETACHED)
- MULTI-FAMILY
- OFFICE / INDUSTRIAL
- RETAIL
- PARKS / RECREATION
- WETLANDS
- UTILITY
- POTENTIAL PUBLIC USE

**Dewberry**

TYPE: EXHIBIT  
 DATE: DECEMBER 2015  
 PROJECT NO.: STAR-1  
 DRAWN BY: SKH  
 CHECKED BY: NPS  
 SCALE: 1" = 1800'  
 SHEET: 1 OF 1

STARWOOD  
 PD DEVELOPMENT PLAN

PD LAND USE PLAN

800 NORTH MAGNOLIA AVENUE - SUITE 1000 - ORLANDO, FLORIDA 32803  
 407-843-5120 - ENGINEERING BUSINESS - 8794

EXHIBIT "C"

Allowable Expenses

1. PROFESSIONAL & TECHNICAL

Legal/Fees/Permits

Legal  
Title Policy  
Escrow Fees and Costs  
Recording/Govt. Fees  
Access Fees  
Connection Fees  
Inspection/Plan Check Fees  
Letter of Credit Fees  
Performance Bond Fees  
Permit Fees

Studies

Environmental Studies/Engineering  
Topographic Studies  
Geotechnical Studies

Surveys

Right-of-Way Surveys  
Pre-Construction Surveys  
Centerline Control  
Retention Pond Coordinates  
Other Surveys

Design Engineering

Design Engineering  
Traffic Engineering  
Engineering Pre-Construction Services  
Civil Design  
Structural Design/Engineering/Inspection  
Soils Engineering  
Utility Design  
Geology  
Archaeological  
Landscape Architect  
Graphics/Sign Design  
Shop Drawings  
Other Engineering Design

Other Professional & Technical

Inspections  
Testing  
Other Professional & Technical

Other Pre-Construction Costs

Printing  
Bid Costs

**2. CONSTRUCTION**

Site Preparation

Mobilization  
Construction Layout  
Construction Trailer  
Extension of Power  
Soils Testing  
Mow & Disc R/W, ESMT, Ponds  
Clear & Grub R/W, ESMT, Ponds  
Muck Removal, Stockpile  
Pond Excavation, Dewatering  
Grading  
Pond Liners  
Purchase and Import of Fill  
Fine Grade R/W & ESMT  
Seed & Mulch R/W & ESMT  
Sod 4' Back of Curb  
Sod Outer Backslopes  
Sod Pond Banks  
Silt Fence, Turbidity Barriers, Erosion Control  
Water Monitoring/Turbidity Testing

Roadway

Curb & Gutter  
Median Curb  
Asphalt  
Soil Cement  
Stabilized Subbase  
Stabilize Under Curb  
Friction Course, Overlay  
Striping & Signage  
Concrete Sidewalk  
Maintenance of Traffic  
Guardrail  
Fences & Walls, Retaining Walls  
Tie to Existing Roadway  
Sleeves, Conduit  
Box Culverts for Wetland Crossings

Miscellaneous Intersection Improvements  
Underdrain  
Materials Testing

Bridges (Econ)

Storm Drainage

Reinforced Concrete Pipe  
Curb Inlet, Inlet Tops  
Drainage Control Structures, Skimmers  
Mitered End Sections, Splash Pads, Riprap, Geofabric  
Concrete Headwall  
Manhole, Manhole Tops  
Tie to Existing Structure  
Junction Boxes, Tops  
Other Storm Drainage Pipes  
Guardrail  
Dewatering  
Grates & Chains

Landscaping

Landscape Grading  
Irrigation/Sprinklers  
Planting (Grass, Trees, Plants)  
Pumps  
Electrical  
Other Landscaping

Traffic Signalization

Street Lighting

PVC Conduit  
Fixture Upgrades  
Concrete Pads or Bases  
Other

Environmental

Wetland Mitigation Costs, including the cost of off-site mitigation credits and  
the value of on-site conservation easements  
Wildlife Crossings  
Monitoring & Reporting Costs

Contingency

General & Administrative

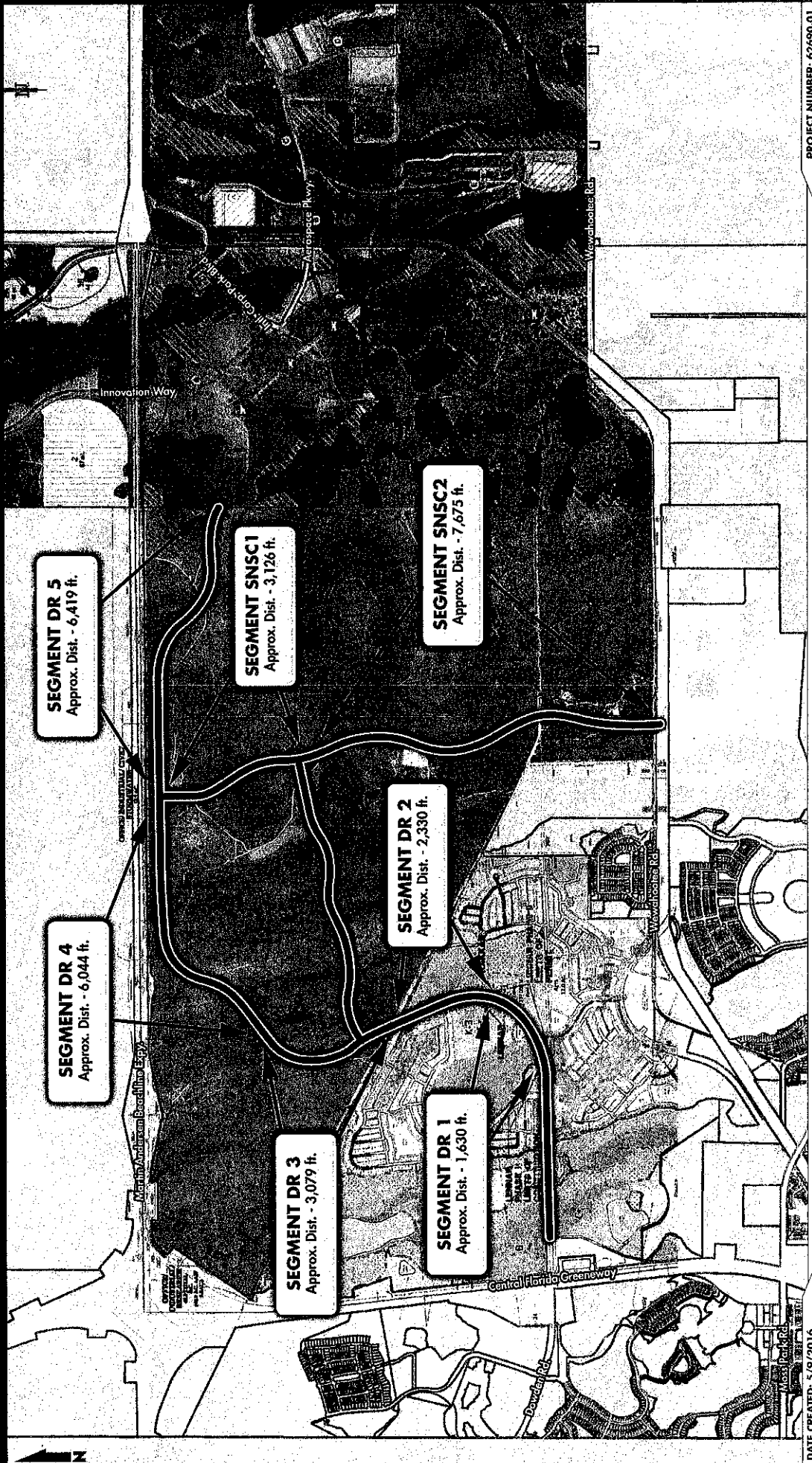
Engineering Services During Construction

Construction Inspection Services  
Construction Supervision/Management (5%)  
As-Builts/Certifications  
Direct Job-Related G&A  
Other Requirements pursuant to Section 9.6.7 of the Development  
Agreement  
Other G&A



EXHIBIT "E"

Graphic Showing Alignment of Dowden Road and Starwood North/South Connector Road



**SEGMENT DR 5**  
Approx. Dist. - 6,419 ft.

**SEGMENT DR 4**  
Approx. Dist. - 6,044 ft.

**SEGMENT SNSC1**  
Approx. Dist. - 3,126 ft.

**SEGMENT SNSC2**  
Approx. Dist. - 7,675 ft.

**SEGMENT DR 2**  
Approx. Dist. - 2,330 ft.

**SEGMENT DR 3**  
Approx. Dist. - 3,079 ft.

**SEGMENT DR 1**  
Approx. Dist. - 1,630 ft.

PROJECT NUMBER: 62690.01

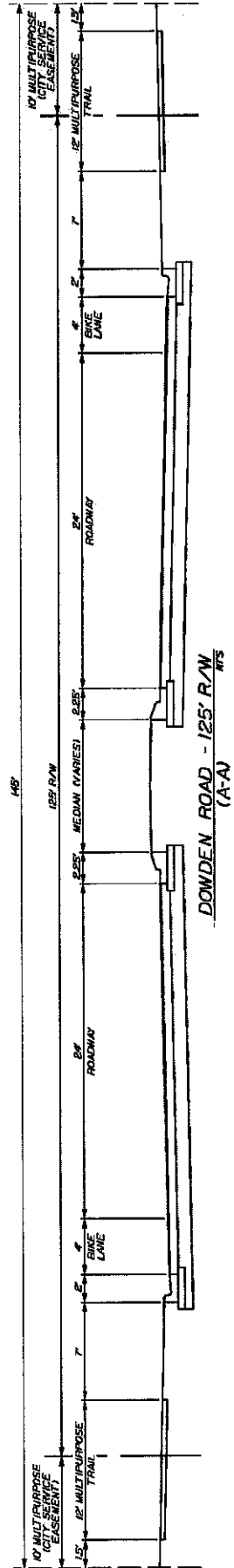
EXHIBIT 1  
Proposed Roadway Network

DATE CREATED: 5/9/2016

Starwood Development



Exhibit "F" - Dowden Road Cross Section









**CITY OF ORLANDO  
PUBLIC WORKS DEPARTMENT  
APPLICATION FOR PAYMENT**

**CONTRACT VALUE INFORMATION**

Original Contract Value	\$0.00	Contract Change Order Value	\$0.00
Cumulative C.O. No.'s	0	Current Contract Value	\$0.00

**CONTRACTOR'S AFFIDAVIT**

The undersigned hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the Contractor to discharge in full all obligations of the Contractor incurred in connection with Work covered by prior Applications for Payment under said contract, being Applications for Payment 1 through 1 inclusive; (2) all materials and equipment incorporated in a said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, security interests and encumbrances; and (3) all previous progress payments have been applied by the Contractor to pay in full (less retainage) all amounts owed to its Subcontractors, Suppliers, Materialmen and Equipment Suppliers reflected (and listed) in prior Applications for Payment, except as stated on the attached.

DATED \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 STATE OF \_\_\_\_\_

\_\_\_\_\_  
**CONTRACTOR**  
 (NAME AND TITLE)

Before me on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, personally appeared \_\_\_\_\_,

known to me, who duly sworn, deposes and says that (s)he is the \_\_\_\_\_ of the Contractor abovementioned; that s(h)e executed the above Application for Payment and statement on behalf of said Contractor; and that all statements contained therein are true, correct and complete.

\_\_\_\_\_  
 NOTARY PUBLIC                      My Commission Expires \_\_\_\_\_

**CITY OF ORLANDO'S APPROVAL**

In accordance with the terms of the contract, the undersigned recommend payment to the Contractor of the Amount Due as presented.

_____ CONSTRUCTION MANAGER	DATE _____
_____ BUREAU CHIEF/DEPUTY BUREAU CHIEF	DATE _____
_____ DIRECTOR OF PUBLIC WORKS	DATE _____

ACCOUNT CHARGE CODE \_\_\_\_\_

