

**JOINT PROJECT AND REIMBURSEMENT AGREEMENT FOR  
ORANGE COUNTY BOGGY CREEK ROADWAY IMPROVEMENTS AND  
BOGGY CREEK ROAD NORTH CITY WATER MAIN EXTENSION**

THIS JOINT PROJECT AND REIMBURSEMENT AGREEMENT FOR ORANGE COUNTY BOGGY CREEK ROADWAY IMPROVEMENTS AND BOGGY CREEK ROAD NORTH CITY WATER MAIN EXTENSION (the "**Agreement**") is made and entered into by and between **CITY OF ORLANDO** ("**CITY**"), a municipality duly enacted under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida, 32802, and **CROCKETT DEVELOPMENT PROPERTY, LLC** ("**CROCKETT**"), a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida, 32827. CITY and CROCKETT may hereinafter be referred to individually as a "**Party**" or collectively as the "**Parties**."

**RECITALS**

**WHEREAS**, on November 27, 2007, Orange County, Florida (the "**County**"), CROCKETT (as the predecessor-in-interest to Orlando Airport Park, LLC ("**OAP**")) entered into that certain Developers Agreement for Road and Bridge Improvements to Boggy Creek Road recorded November 29, 2007 in Official Records Book 9518, Page 1636 (the "**Original Agreement**"), as amended on September 20, 2011 by that certain Amendment to Developers Agreement for Road and Bridge Improvements to Boggy Creek Road (the "**Amendment to Agreement**") by and among the **County**, CROCKETT and AMB Orlando Airport Park, LLC, as OAP's successor-in-interest, recorded September 22, 2011 in Official Records Book 10271, Page 6407, both in the Public Records of Orange County, Florida (collectively, the "**Developers Agreement**"); and

**WHEREAS**, on or about the date hereof, the **County** and CROCKETT have entered into a supplement to the **Developers Agreement** by virtue of that certain Supplemental Agreement Regarding **Developers Agreement** for Road and Bridge Improvements to Boggy Creek Road (the “**Supplemental Agreement**”) pursuant to which CROCKETT desires to exercise its right (but not the obligation) to complete the construction of the Second Phase Boggy Creek Road Improvements (as defined in the **Supplemental Agreement**) which is a CROCKETT obligation thereunder (the “**Public Project**”); and

**WHEREAS**, pursuant to Section 4(a) of the **Supplemental Agreement** requiring CROCKETT to enter into this **Agreement**, and as part of the **Public Project**, CITY has submitted plans for the design and construction of certain wastewater transmission facilities, “Plans,” to CROCKETT, which Plans have been incorporated into the design plans for the **Public Project**, (the “**CITY Project**”) as shown in **Exhibit “A”** attached hereto and made a part hereof; and

**WHEREAS**, the Parties agree that it would be cost effective and efficient to utilize CROCKETT’s **Contractor** to complete construction of the **CITY Project** in conjunction with construction of the **Public Project**; and

**WHEREAS**, CITY desires to incorporate the **CITY Project** into the **Public Project**; and

**WHEREAS**, CROCKETT is willing to incorporate the **CITY Project** into the **Public Project** for bidding and construction services (the “**Joint Project**”); and

**WHEREAS**, the Parties agree that construction costs of the **CITY Project**, as limited by this **Agreement**, will be at CITY's sole expense.

**NOW, THEREFORE**, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, of which the Parties acknowledge the receipt and sufficiency, CITY and CROCKETT hereby agree as follows:

## **SECTION 1. RECITALS INCORPORATED**

All of the recitals contained herein are true and correct, and are incorporated herein and made a part hereof by this reference.

## **SECTION 2. PREPARATION OF CONSTRUCTION PLANS AND BID DOCUMENTS**

CITY has provided its design plans and specifications for the **CITY Project** to CROCKETT, and CROCKETT has incorporated the **CITY Project** into CROCKETT'S construction plans, specifications, and work schedule for construction of the **Public Project**. Both Parties acknowledge and understand that both the **Public Project** and the **CITY Project** are being designed by Dewberry Engineers, Inc. to minimize **CITY Project's** impacts on CROCKETT'S roadway construction. Accordingly, CITY acknowledges that the **CITY Project** has been incorporated into the **Public Project's** construction plans and specifications and that CROCKETT has provided CITY with a copy of, and CITY has approved the **Joint Project** construction plans, specifications, and schedules. Further, CROCKETT has generated the bid package for the **Joint Project** and has provided to CITY a copy of the bid package documents.

## **SECTION 3. BIDDING AND AWARD OF JOINT PROJECT**

CROCKETT shall retain a contractor to construct the **Joint Project** (the "**Contractor**") in accordance with the requirements set forth in the **Supplemental Agreement**; in conjunction with CROCKETT'S evaluation of the **Joint Project** bids, CROCKETT has provided CITY the bids of the top three (3) ranked contractors as well as CROCKETT'S preferred successful bidder. CITY has reviewed, evaluated, and provided input to CROCKETT on the top three (3) ranked contractors; however, CROCKETT has ultimate authority to select the **Contractor** for the **Public Project**. In conjunction with its review, the CITY has provided its opinion to CROCKETT that the preferable bid for the **CITY Project** is in the amount of **Nine-Hundred**

**Forty-Six Thousand One-Hundred Seventy-Five Dollars (\$946,175.00).** In the event CROCKETT fails to select the **Contractor** that provided the **CITY Project** bid in the amount of \$946,175.00, or fails to select a **Contractor** that will build the **CITY Project** for \$946,175.00, CROCKETT may proceed with awarding the construction of the **Public Project** only, and this agreement will terminate. CROCKETT acknowledges that the CITY is currently discussing a particular unit price pay item with the proposed **Contractor** for the **CITY Project** and the bid amount may decrease as a result thereof. CITY shall give its consent on the selected **Contractor** for the **CITY Project** prior to being liable for any costs related to the work to be performed by said **Contractor**.

#### **SECTION 4. PERMITS**

CROCKETT shall not be responsible to obtain any permits for the **CITY Project**. CITY agrees that all necessary permits for the **CITY Project** shall be obtained or provided by CITY at its sole cost and expense.

#### **SECTION 5. CONSTRUCTION ADMINISTRATION, AND INSPECTIONS**

CROCKETT shall provide and be responsible for the necessary construction, engineering, and inspection work (“**CEI**”) to ensure that construction of the **Public Project** is in compliance with the plans and specifications. CITY shall be responsible for any CEI, and clarification or interpretation required, related to the **CITY Project** during the course of construction. CITY shall respond to CROCKETT requests for clarification or interpretation no later than two (2) business days following receipt of request and all required information to evaluate the request unless additional time is agreed to by both Parties at the time of the request. CITY shall make every effort to reply as quickly as possible to CROCKETT'S requests in order to avoid project delays. If CITY has not provided a response to CROCKETT within the two (2) business days, CROCKETT will use its reasonable judgment to make an

appropriate determination. Any costs incurred as a result of CROCKETT'S interpretation or misinterpretation shall be at CITY'S sole cost and expense, except if CROCKETT failed to provide CITY with the ability to respond as set forth above. CITY shall not provide directives or clarifications directly to the **Contractor**. CROCKETT shall inform CITY of all construction progress meetings so CITY may attend and monitor the **Contractor's** compliance with the construction schedule; as such, CITY staff will be aware, in advance, of all scheduled inspections of the **CITY Project** requested by the **Contractor**. Any changes or requests that CITY's inspectors reasonably deem necessary to protect the health, safety, and welfare of its customers, and that are required to comply with CITY'S construction and maintenance standards, shall be coordinated and requested through CROCKETT. CROCKETT shall require the **Contractor** to comply with CITY's requests and changes for work specified in the bid award and contract. Upon completion of CITY's final inspection and clearance of the **CITY Project** for operation and as provided in Section 7 Warranties herein, CITY shall take title and risk of loss to the **CITY Project** infrastructure and shall operate and perpetually maintain the **CITY Project** and shall be solely responsible for the costs thereof.

#### **SECTION 6. CHANGE ORDERS**

During the course of the **Joint Project**, if CITY or CROCKETT observes, or otherwise becomes aware of, any defects, conflicts, or necessary changes to the **Joint Project**, such Party shall immediately notify in writing the other Party of such defects, conflicts, or necessary changes. CITY and CROCKETT agree that time is of the essence in making any decisions, interpretations, and / or changes with respect to design, materials, and other matters pertinent to the work covered by the construction contract so as not to delay the work of the **Contractor**. If CITY determines that a change in the work or design for the **CITY Project** is necessary to the construction contract in order to complete the **CITY Project**, CITY shall provide such

proposed change in writing to CROCKETT and CROCKETT shall process a change order with the **Contractor**. CITY shall review and approve the cost and any time extensions in the change order prior to the **Contractor** proceeding. Change orders will not be processed until necessary funding for payment are approved by CITY.

#### **SECTION 7. WARRANTIES/PAYMENT AND PERFORMANCE BOND**

CROCKETT warrants and guarantees to CITY that all materials and equipment provided for the **CITY Project** shall be new unless otherwise specified and that all work performed for the **CITY Project** will be of good quality, free from faults or defects and in accordance with the requirements of the design plans and specifications for the **CITY Project** that were included in the bid for the **Public Project**. At the date of final completion of the **CITY Project**, CROCKETT shall provide CITY as set of As Built construction plans for the **CITY Project** and a one year warranty in the amount covering all improvements and work for the **CITY Project** to cover repairs and replacement required due to any and all workmanship and materials related to failures or defects, including latent defects, and/or any and all repairs or replacement due to excessive deterioration of the water transmission system improvements. A walk-through inspection shall take place prior to close out of the one year warranty period. CROCKETT, at its sole expense, shall provide or cause the **Contractor** to provide said repair or replacement to CITY's reasonable satisfaction and in a timely manner. If the repair or replacement of the material and/or work under the warranty is not promptly completed after CITY notifies CROCKETT of the defect, CITY may have the defective material corrected or the rejected work removed and replaced. All direct and indirect costs of such removal and replacement will be paid by CROCKETT. All unsatisfactory or faulty work and materials, or all work and materials that do not comply with the requirements of the design plans and specifications for the **CITY Project** (that were included in the bid for the **Public Project**) or such inspections, tests or

approvals may be deemed defective by CITY.

CROCKETT shall cause **Contractor** to provide a performance bond and payment bond before commencement of the **Joint Project**. The performance and payment bonds shall be in amounts at least equal to the contract amount of the **Joint Project** and conform with the requirements as described in CROCKETT'S contract with **Contractor**. All performance and payment bonds shall name CROCKETT and CITY as additional insureds/obligees. The construction contract applicable to the **Joint Project** will contain a warranty of the work performed consistent with the warranty requirements stated in this Section 7, which shall be in force and effect for a period of one (1) year from the Final Completion date on which CROCKETT or CITY (as applicable) accepts ownership of its part of the **Joint Project**.

#### **SECTION 8. INSURANCE**

Prior to commencing construction of any portion of the **CITY Project** and during the performance of work associated with the **CITY Project**, CROCKETT or its agents and contractors shall procure and maintain insurance with such limits and terms as specified in the Schedule of Limits (set forth herein below):

- (i) Workers' compensation insurance with statutory workers' compensation limits and no less than the limits specified in the Schedule of Limits for Employer's Liability with a waiver of subrogation in favor of CITY its employees and officials.
- (ii) Commercial general liability insurance for all operations including, but not limited to contractual, products and completed operations and personal injury with limits of not less than the limits specified in the Schedule of Limits per occurrence and an aggregate limit of at least twice the per occurrence limit.

- (iii) Business automobile liability insurance for all owned, hired, or non-owned vehicles with limits of not less than the limits specified in the Schedule of Limits per occurrence.
- (iv) Professional Liability (errors and omissions) for engineering design in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.
- (v) Contractor's pollution liability insurance including remediation and monitoring expense for all construction operations with limits of not less than One Million Dollars and 00/100 (\$1,000,000.00) per occurrence.

**Schedule of Limits**

<b>Contract Amount</b>	<b>Workers' Comp/ Employers' Liability</b>	<b>General Liability</b>	<b>Automobile Liability</b>
Up to \$10 million	Statutory/\$500,000	\$1,000,000	\$1,000,000
\$10 - \$20 million	Statutory/\$1,000,000	\$5,000,000	\$5,000,000
Over \$20 million	To be determined by the CITY		

CROCKETT shall be responsible for ensuring that each contractor and major subcontractors procure and maintain the insurance specified above and shall furnish to CITY evidence of such insurance prior to commencement of construction or any work under this **Agreement**. CITY shall be specifically named (scheduled) as an additional insured on all policies except for workers' compensation coverage. Each of the above liability policies shall



contain a contractual liability endorsement in favor of Grantee and shall provide that Grantee will receive at least sixty (60) days notice prior to termination of coverage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by CITY. This provision shall survive termination of this **Agreement** to the extent necessary to protect CITY from liability arising during the term of the **Agreement**. Nothing in this **Agreement** operates as a waiver of Grantee's grant of sovereign immunity or the limits of liability established under Florida law.

CROCKETT shall require of its contractor certificates of insurance or renewals thereof and its **Contractor** will produce same at each stage of the **Joint Project** until the end of the one (1) year warranty period and each of CROCKETT and CITY accepts title and risk of loss on its respective portion of the **Joint Project**.

#### **SECTION 9. PAYMENT OF COSTS.**

CROCKETT shall invoice CITY for work completed and invoiced by the **Contractor** in accordance with mutually agreed upon "unit price pay items" that are part of the bid for the **CITY Project**. CROCKETT will confirm the unit price pay item amounts with the **Contractor** no later than twenty (20) days after receipt of a "Notice to Proceed" and prior to the start of the performance of the **CITY Project**. Prior to any payments being made hereunder, CITY may inspect the work and materials for the **CITY Project**. Said inspections shall not be deemed to have represented that CITY made exhaustive or continuous on-site inspections to check the quality or quantity of work performed or materials supplied for the **CITY Project**, nor shall it relieve CROCKETT of any obligations associated with its warranty requirements under this **Agreement** or to perform otherwise in compliance with the terms of this **Agreement**.

For each payment request under this **Agreement**, CROCKETT shall submit an invoice for reimbursement no more than once per month. Each payment request shall be accompanied by

a signed and sealed engineer's certificate of completion for the portion of work referenced in the invoice, as well as reasonable back up documentation supporting the expenditures contained in such invoice and a partial lien release. CITY shall make reasonable efforts to review each payment request within thirty (30) days and issue payment for the approved amounts within forty-five (45) days of receipt of such request or shall provide written notice of amounts not approved (and the reasons why) within said forty-five (45) days.

Notwithstanding any provisions seemingly to the contrary herein, CROCKETT shall pay to the **Contractor** all amounts for work that CITY has authorized, provided said amount is consistent and limited to the total amounts approved by CITY for the **CITY Project** under this **Agreement** and the bid for the **Joint Project**, inclusive of any additional amounts that may be approved by CITY as change orders to the **CITY Project**. The bid awarded to the **Contractor** for the **Joint Project** and its associated contract by and between the **Contractor** and CROCKETT shall be herein incorporated by this reference.

CITY shall at all times have access to the improvements associated with the **CITY Project**. CROCKETT will provide proper facilities for such access and observation of the work being performed hereunder and also for any inspection or testing thereof by others.

Upon completion of the **CITY Project**, CITY will inspect and confirm in writing that the improvements for the **CITY Project** have been constructed and installed in accordance with this **Agreement**. Upon such approval and clearance by applicable government authorities, CROCKETT will convey the improvements for the **CITY Project** to CITY, by Bill of Sale, free of any liens and encumbrances and with the warranty required under this **Agreement**. CITY will assume risk of loss and responsibility for ongoing operation and maintenance of the **CITY Project** after the one-year warranty period (as required under this **Agreement**) has expired.

## **SECTION 10. DISPUTES**

All claims, disputes and other matters in question between the Parties arising out of, or relating to, this **Agreement** or its performance or breach shall be resolved in accordance with the steps set forth:

- (a) Negotiation;
- (b) Non-binding mediation; and
- (c) Judicial resolution.

## **SECTION 11. MAINTENANCE**

Subject to the terms of Section 9, above, upon CITY'S acceptance of title and risk of loss on the **CITY Project** and thereafter CITY shall be solely responsible for any maintenance, repair, replacement, etc. required for the **CITY Project**.

## **SECTION 12. COOPERATION AND IMPLEMENTATION OF AGREEMENT**

The Parties agree to work together during the implementation of this **Agreement** in order to maximize the benefit to the customers of CITY. If this **Agreement** requires modification as a result of circumstances, unforeseen at the time of **Agreement** execution, the Parties agree to meet in good faith and coordinate these modifications through an amendment to this **Agreement**.

## **SECTION 13. EFFECTIVE DATE AND TERM OF AGREEMENT**

This **Agreement** shall be effective as of the date of last execution hereof by the Parties hereto (the "**Effective Date**") and remain in effect until the **Joint Project** is completed and cleared for service.

## **SECTION 14. INDEMNIFICATION AND HOLD HARMLESS/DISCLAIMER OF DAMAGES**

CROCKETT agrees, on behalf of itself, its agents, contractors, successors and assigns, that to the fullest extent permitted by law, CROCKETT will defend, release, indemnify, and hold harmless CITY and its officials, agents, and employees from and against any and all liabilities,

claims, damages, losses, costs and expenses (including attorneys' fees) or obligations of any kind including without limitation environmental assessments, evaluations, remediation, fines, penalties and clean-up costs asserted against CITY arising out of or resulting from the performance of the construction activities for the **CITY Project**, excepting those acts or omissions arising out of the sole negligence of CITY provided that any such liability, claim, damage, loss, cost or expense:

- (a) Is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the construction activities themselves) including the loss of use resulting therefrom, and
- (b) Is caused in whole or part by an act or omission relating to the construction of the **CITY Project** by CROCKETT, its agents or employees, or any contractor employed by CROCKETT, or anyone directly or indirectly employed by CROCKETT or its contractor(s), their subcontractors, or anyone for whose acts any of them may be liable; and
- (c) Is caused in whole or in part by any discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials related in any way to the construction activities related to the construction of the Improvements; and
- (d) Provided, however, if the **Agreement** or any underlying contract for construction of any Improvements is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the contractors to defend, indemnify, or hold harmless CITY, its officers, and employees shall be limited to an obligation to indemnify and hold harmless to the

extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractors and persons employed or utilized by the contractors in the performance of the construction activities.

- (e) The indemnification provision contained herein shall survive the termination of this **Agreement**.

Notwithstanding anything in this agreement to the contrary, in no event will either party be liable to the other or any third party for incidental, consequential or special damages under the terms of this **Agreement**.

#### **SECTION 15. THIRD PARTY BENEFICIARIES**

Except as otherwise provided in the succeeding sentences, this **Agreement** is solely for the benefit of the Parties hereto and no right or cause of action shall accrue under or by reason hereof to or for the benefit of any third party, except for CITY pursuant to this being a **Public Project** under the **Developers Agreement** (as modified by the **Supplemental Agreement**).

#### **SECTION 16. ASSIGNMENT**

CROCKETT may assign its rights and obligations to another entity so long as that entity agrees to be bound by all of the terms and conditions hereof and consent is obtained from CITY, which consent shall not be unreasonably withheld. CITY may assign its rights and obligations to another entity so long as that entity agrees to be bound by all of the terms and conditions hereof and consent is obtained from CROCKETT, which consent shall not be unreasonably withheld.

#### **SECTION 17. TERMINATION**

This **Agreement** may be terminated by mutual written agreement by the Parties executed with the same formality as the **Agreement**. If so terminated during the construction of the **Joint Project**, CITY shall promptly pay CROCKETT the contract price for all work done and

accepted by CITY related to the **CITY Project** until the date of termination.

#### **SECTION 18. NOTICES**

Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered to either a) hand delivered to the official hereinafter designated for each Party, or when b) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed to the representative or official and address set forth below, or at such other address as a Party shall specify by written notice to the other.

If to Crockett:	James L. Zboril, President Crockett Development Property, LLC 6900 Tavistock Lakes Boulevard, Suite 200 Orlando, Florida 32827
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With a copy to:	Sara W. Bernard, P.A. Broad and Cassel LLP 390 North Orange Avenue, Suite 1400 Orlando, Florida 32801
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If to City:	City of Orlando Attn: City Attorney's Office Public Works Attorney 400 S. Orange Ave. Orlando, FL 32802
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With a copy to:	Manager, Engineering Division Orange County Public Works 4200 South John Young Parkway Orlando, Florida 32839
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When notice is required due to maintenance and repairs, the Parties shall notify each other at the contacts provided above or such other contact information that has been specified by written notice to the other Party.

#### **SECTION 19. SEVERABILITY**

If any part of this **Agreement** is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the **Agreement** if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effective. To that end, this **Agreement** is declared severable.

#### **SECTION 20. APPLICABLE LAW**

This **Agreement** and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and the venue of any action arising hereunder shall lie in the 9<sup>th</sup> Judicial Circuit Court of Orange County, Florida.

#### **SECTION 21. ENTIRE AGREEMENT**

This **Agreement** and its attachments contain the entire agreement between the Parties and supersedes all previous discussions, understanding and agreements between the Parties relating to the subject matter of this **Agreement**.

#### **SECTION 22. TIME OF THE ESSENCE**

Time is of the essence in implementing the terms of this **Agreement**.

#### **SECTION 23. MODIFICATIONS**

Any and all modifications to the provisions herein shall be made by mutual agreement of the Parties, in writing, and be executed by the Parties hereto.

#### **SECTION 24. RIGHTS-OF WAY; EFFECT OF AGREEMENT**

Nothing contained herein is intended to nor shall give or grant to CITY any ownership rights to any portion of the **County's** rights-of-way.

#### **SECTION 25. PUBLIC RECORDS LAW**

CITY is a public agency subject to Chapter 119, Florida Statutes. CROCKETT

agrees to comply with Florida's Public Records Law. Specifically, CROCKETT shall:

1. Keep and maintain public records required by CITY to perform the service.
2. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CROCKETT does not transfer the records to CITY. Upon completion of the contract, CROCKETT agrees to transfer at no cost to CITY all public records in possession of CROCKETT or keep and maintain public records required by CITY to perform the service. If CROCKETT transfers all public record to CITY upon completion of the contract, CROCKETT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CROCKETT keeps and maintains public records upon completion of the contract, CROCKETT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.
3. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]



**IN WITNESS WHEREOF**, CITY and CROCKETT have caused this agreement to be  
duly executed by their respective duly authorized representatives on the dates set forth below.

ATTEST:

**CITY OF ORLANDO, FLORIDA**, a  
municipal corporation, organized and existing  
under the laws of the State of Florida (SEAL)

By: \_\_\_\_\_  
Denise Aldridge, City Clerk

By: \_\_\_\_\_  
Mayor / Mayor Pro Tem

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

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017  
by \_\_\_\_\_, Mayor / Pro Tem and \_\_\_\_\_, City Clerk, who is  
personally known to me who did (did not) take an oath.

\_\_\_\_\_  
Name  
Notary Public  
Serial Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**SIGNATURES CONTINUE NEXT PAGE**

Signed in the presence of Two Witnesses:

**CROCKETT DEVELOPMENT PROPERTY,  
LLC**, a Florida limited liability company

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Signature

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

Title: \_\_\_\_\_

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

### ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF ORANGE

**PERSONALLY APPEARED** before me, the undersigned authority,  
\_\_\_\_\_, as President, of **CROCKETT DEVELOPMENT PROPERTY,  
LLC**. He/she ☐ is personally known to me or ☐ who has produced  
\_\_\_\_\_ as identification.

**WITNESS** my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

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

My commission expires:

## Exhibit "A"

### Project Location Map

