



1 county road system in and around the City of Minneola in order to accommodate increased traffic  
2 demands in the area; and

3 **WHEREAS**, upon completion, the roadway constructed as part of the Road Project  
4 will become a County road and will be classified as an urban collector roadway; and

5 **WHEREAS**, if OWNER constructs the Road Project, OWNER will be entitled to  
6 reimbursement of costs in impact fee credits associated with the Non-Site Related  
7 Improvements, as defined herein, under the terms and conditions which are more particularly  
8 described in this Agreement; and

9 **WHEREAS**, COUNTY finds that the Road Project is consistent with the Comprehensive  
10 Plan, and acknowledges that the portion of the Road Project qualifying for transportation impact  
11 fee credit is an integral part of and a necessary accommodation of contemplated Non-Site  
12 Related Improvements to the extension of North Hancock Road, and the proposed construction  
13 and donation time schedule is consistent with COUNTY'S transportation work schedule; and

14 **WHEREAS**, the parties desire to reduce to writing, and have ratified and confirmed, the  
15 specific terms and conditions of their understanding and agreement related to the design,  
16 permitting and construction of the Road Project, and other related matters as are hereinafter set  
17 forth.

18 **NOW THEREFORE**, for and in consideration of the mutual terms, understandings,  
19 conditions, premises and covenants herein set forth, and other good and valuable consideration, the  
20 receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

21 **Section 1. Recitals.** The foregoing recitals are true and correct, and hereby  
22 incorporated as a material part of this Agreement as if fully set forth herein.

23 **Section 2. Owner's Responsibilities.**

24 A. OWNER shall complete the design, permitting and construction of the Road  
25 Project as set forth in this Section. The "Road Project" consists of:

26 1. The engineering and design of the Easterly portion of the North Hancock  
27 Road Extension as a four-lane urban collector roadway from the eastern right of way  
28 limits of the Interchange Project (as defined in the Interchange Agreement) north to CR  
29 561A with a 22 ft. median, curb and gutter, closed drainage, bike lanes, sidewalk on the  
30 west and a trail on the east side of the alignment running north to south together with the

1 engineering and design for the earthwork and stormwater collection and retention  
2 systems for the ultimate four-lane roadway (which may also be engineered and designed  
3 to accommodate stormwater from OWNER's adjacent retained property), pursuant to  
4 plans prepared by DRMP, Inc., the latest version of which are attached hereto as **Exhibit**  
5 **"A"**;

6 2. The outfall conveyance pipes from the road storm sewer to the stormwater  
7 pond(s) shall be designed for the ultimate four-lane design;

8 3. The permitting and construction of the two (2) northbound lanes of such  
9 roadway from the centerline of the roadway to the east right of way line which shall  
10 include the through lanes, curb and gutter, stormwater conveyance system, and 12 ft. bike  
11 trail. The two northbound lanes will be striped to serve as a two-lane road with one lane  
12 in each direction north and south, until the ultimate four-lane construction is completed;

13 4. The storm sewer drainage system shall be designed and engineered with  
14 the main storm conveyance pipeline under the east side of the roadway to serve the  
15 ultimate four-lane design and constructed with the initial two lanes. Cross pipes at no  
16 more than 500 ft. spacing, shall be installed under the two-lane roadway for future tie-ins  
17 to the additional two southbound lanes when the final four-lane is constructed;

18 5. The permitting and construction of the turn lane improvements on CR  
19 561A at the intersection with the Easterly Portion of the North Hancock Road Extension;  
20 and

21 6. The permitting and construction of any turn lanes into the OWNER's  
22 adjacent retained property. All proposed future access locations shall be designed to the  
23 Lake County Access Management code requirements for driveway spacing and location;  
24 and

25 7. The permitting and earthwork (including stabilization and sodding) for the  
26 22 ft. median and future remaining two (2) southbound lanes of such roadway. Other  
27 than the earthwork described above, OWNER shall have no obligation to construct the 22  
28 ft. median, the two (2) southbound lanes of such roadway, nor the associated curb and  
29 bike lanes for the two (2) southbound lanes.

30 B. Any construction performed by the OWNER must be done in a manner which  
31 complies with the Lake County Code and Land Development Regulations

1 C. The plans and specifications are being prepared by DRMP, Inc., and COUNTY  
2 has reviewed and approved the preliminary plans attached hereto in Exhibit "A". Once the  
3 final plans are complete, the plans shall be reviewed and approved by COUNTY. The final  
4 plans and specifications, once signed and sealed by the engineer, and approved in writing by  
5 COUNTY, shall be incorporated herein by reference and become a material part hereof. OWNER  
6 shall be required to have such plans and specifications completed on or before February 1, 2015.  
7 Failure to complete such plans and specifications by such time shall be a default of this Agreement.  
8 Once the plans are approved, changes to the plans shall be required to be approved in writing by  
9 COUNTY. The final plans and any proposed changes to the plans shall be submitted to COUNTY,  
10 and COUNTY shall have thirty (30) days from the submittal to approve or disapprove the initial  
11 plans or any requested changes. Approval of the plans or any revisions thereto shall be undertaken  
12 in good faith and approval shall not be withheld unreasonably. Should COUNTY take longer than  
13 thirty (30) days to approve the plans, OWNER's obligation to construct the Road Project shall be  
14 extended by the number of days in excess of thirty (30) that COUNTY utilized to review the plans.

15 D. OWNER shall obtain all required permits, at OWNER'S expense, for the Road  
16 Project including any required Water Management District permits, gopher tortoise permits,  
17 and other environmental permits prior to construction beginning. Other than for the earthwork  
18 described above, OWNER shall have no obligation to obtain permits for the construction of the  
19 22 ft. median, the two (2) southbound lanes of such roadway nor the associated curb and bike  
20 lanes for the two (2) southbound lanes.

21 E. COUNTY shall issue any required permits under the jurisdiction of the COUNTY,  
22 provided, however, that the obligation to issue any required permits shall only be in accordance  
23 with the Lake County Code and Land Development Regulations, and OWNER shall follow any  
24 and all application requirements. Failure of OWNER to comply with all such terms and  
25 conditions shall constitute a default of this Agreement.

26 F. To the extent that the COUNTY is authorized, either explicitly or implicitly, to  
27 approve or deny any plans, permits, or applications contemplated by this Agreement, the  
28 COUNTY shall process such applications in a timely manner, and in accordance with the  
29 applicable provisions of the Lake County Code.

30 G. The preliminary estimated cost and expense of the construction of the Non-Site  
31 Related Improvements, as those terms are defined in the Lake County Code and Land

1 Development Regulations, for the Road Project, hereinafter the "Cost Estimate," is attached  
2 hereto and incorporated herein by reference as **Exhibit "B"**. The estimate has been  
3 prepared by an engineer licensed to practice in the State of Florida and has been signed and  
4 sealed by the engineer.

5 H. Prior to commencing any construction as part of the Road Project, the OWNER shall  
6 provide to the COUNTY an unconditional Performance and Payment Bond meeting the  
7 requirements of the Florida Statutes for public construction bonds assuring COUNTY that  
8 OWNER will perform all of its obligations under this Agreement and construct the road in  
9 accordance with the approved plans and permits and that OWNER will pay all costs of such  
10 construction.

11 I. OWNER shall obtain from its contractor a proposal for the Road Project  
12 construction, and detailed line item cost for each element of the Non-Site Related Improvements  
13 to be constructed. Upon delivery of the contractor's proposal and line item costs, the COUNTY  
14 shall make a determination whether the proposal is reasonable in light of other competitively bid  
15 public projects similar in nature, size and scope. To the extent the COUNTY does not find the  
16 proposal and line item costs reasonable, the COUNTY and the OWNER shall negotiate in good  
17 faith and arrive at a reasonable cost figure based on the cost estimate and bidding information  
18 available to the COUNTY. Prior to the issuance of a Notice to Proceed, OWNER shall provide a  
19 copy of the signed construction contract to COUNTY. In the event that the parties cannot  
20 negotiate a good faith cost for the Road Project, OWNER shall have the option of bidding the  
21 Road Project in accordance with the competitive bidding process set forth in Section 255.0525,  
22 Florida Statutes, Section 255.20, Florida Statutes, and Section 336.44, Florida Statutes, as  
23 applicable.

24 J. Any construction contract for the Road Improvement entered into by OWNER  
25 shall be required to include the following provisions:

26 1. A construction schedule reasonably approved by COUNTY and any  
27 other requirements as set forth in this Agreement, including requiring the selected  
28 contractor to abide by the provisions of the Lake County Code and Land Development  
29 Regulations.

30 2. A requirement that such Contractor provide a Maintenance Bond or  
31 irrevocable letter of credit made payable to the COUNTY in the amount of the ten

1 percent (10%) of the actual cost of construction for a period of twenty-four (24) months  
2 from the COUNTY'S acceptance of the Road Project.

3 K. Construction.

4 1. OWNER shall be required to hold a pre-construction conference with its  
5 engineer, its selected contractor, COUNTY, the City of Minneola, and all utilities and shall  
6 notify the parties forty-eight (48) hours in advance of such meeting so as to allow the parties  
7 to attend.

8 2. OWNER shall not commence construction of the Road Project until after  
9 the pre-construction conference and after receipt of a written "Notice to Proceed" from  
10 COUNTY, which COUNTY shall issue once the pre-construction conference has taken  
11 place, all necessary right-of-way and easements have been acquired for the project and  
12 the required bonds have been received by COUNTY. OWNER agrees to begin  
13 construction on or before April 1, 2015 and complete construction of the Road Project no  
14 later than eighteen (18) months after construction commences. OWNER shall have no  
15 obligation to construct the Road Project unless the DEPARTMENT enters into a design  
16 build contract to construct the interchange and moves forward in an expeditious manner  
17 to complete such construction. Except as described below, OWNER'S failure to  
18 complete construction within this time frame shall be a default of this Agreement.

19 3. All the periods set forth herein shall be extended by the time during which  
20 OWNER'S performance is delayed by causes or occurrences outside or beyond the control of  
21 OWNER, including, by the way of example and not limitation: acts of God, including adverse  
22 weather conditions; strikes or other labor controversies, acts of terrorism or declarations of  
23 war; shortages of materials or inability to timely obtain delivery of materials; fire or other  
24 casualties; orders or requirements of any governmental authority; change orders to the Road  
25 Project which are required, requested or approved by COUNTY; and delay, neglect or default  
26 of COUNTY or any other party to the Turnpike Agreement other than OWNER, including  
27 delays caused by failure to meet approval deadlines or to timely issue the Notice to Proceed as  
28 contained herein. However, if the Road Project identified herein has not be completed within  
29 the time periods specified herein, no interruption, interference, inefficiency, suspension or  
30 delay in OWNER'S services shall relieve OWNER of its duty to perform or give rise to any  
31 right to damages or additional compensation from COUNTY excluding hindrances or delays

1 due to fraud, bad faith, active interference on the part of COUNTY.

2 4. Should OWNER be materially obstructed or delayed in the prosecution  
3 of or completion of the work as a result of unforeseeable causes beyond the control of  
4 OWNER as set forth herein, then OWNER shall notify COUNTY in writing within five  
5 (5) business days after the commencement of such delay, stating the cause or causes  
6 thereof, or be deemed to have waived any right which OWNER may have had to request  
7 a time extension.

8 5. OWNER agrees it, or its designated engineer, will coordinate, supervise  
9 and inspect the Non-Site Related Improvements and will be responsible for  
10 construction administration in connection with the Road Project and shall also sign and  
11 seal all As-Built drawings to COUNTY and shall provide engineering certifications to all  
12 permitting agencies. OWNER shall coordinate inspection times with COUNTY. The  
13 OWNER also agrees to provide all certified test results for the construction to COUNTY.

14 L. OWNER shall convey to COUNTY the right-of-way identified in **Exhibit "C"**,  
15 attached hereto and incorporated herein by reference within thirty (30) days of the Effective Date  
16 of this Agreement. The conveyance of the right-of-way shall be by general warranty deed and  
17 shall be free and clear of all liens and encumbrances except as approved by COUNTY in its  
18 reasonable discretion. A certificate or opinion of title from an attorney or title company  
19 evidencing the same shall be provided to the COUNTY, upon delivery of the deed. OWNER'S  
20 failure to make such conveyance within this time frame shall be a default of this  
21 Agreement.

22 M. OWNER shall convey to COUNTY the stormwater collection and retention  
23 systems identified in **Exhibit "D"**, attached hereto and incorporated herein by reference within  
24 thirty (30) days of the completion of the plans and permitting and prior to construction starting.  
25 The conveyance of the stormwater collection and retention systems shall be by general warranty  
26 deed and shall be free and clear of all liens and encumbrances except as approved by COUNTY  
27 in its reasonable discretion. Such stormwater collection and retention systems shall be owned  
28 and maintained by COUNTY until such time as OWNER wishes to utilize the same for its  
29 stormwater collection and retention needs for its adjacent development, at which time COUNTY  
30 shall grant to OWNER a non-exclusive stormwater retention and conveyancing easement over  
31 and upon such areas and OWNER shall thereafter maintain the pond. In the event OWNER

1 elects to utilize the stormwater collection and retentions systems, COUNTY shall also transfer  
2 the stormwater permit and maintenance to the designated Homeowners Association (HOA), or  
3 commercial site owner when timely required by property transfer documents. OWNER'S failure  
4 to make such conveyance within this time frame shall be a default of this Agreement.

5 N. If, after the right of way or stormwater collection and retention systems are  
6 conveyed to COUNTY, it is determined that additional property for right of way or stormwater  
7 collection is necessary, OWNER shall convey such additional property to COUNTY within thirty  
8 (30) days of such discovery. If, after any conveyance is made, it is determined that any portion of  
9 such property is not needed for right of way or stormwater collection, County shall convey such  
10 property to OWNER within thirty (30) days of such discovery. OWNER or COUNTY's failure to  
11 make such conveyance within this time frame shall be a default of this Agreement.

12 O. OWNER shall have the right to enter the property conveyed to COUNTY  
13 relating to the Road Project for the purpose of constructing the Road Project; provided,  
14 however, this right shall automatically terminate upon completion and acceptance by COUNTY of  
15 the Road Project.

16 P. COUNTY shall assume all maintenance for the Road Project upon  
17 completion, approval and acceptance of the Road Project; provided, however, that the OWNER  
18 shall assume maintenance of the stormwater collection and retention systems as described in  
19 Section 2(M) above, if applicable.

20 **Section 3. County's Responsibilities.**

21 A. COUNTY shall grant to OWNER Transportation Impact Fee credits for design and  
22 construction of the Non-Site Related Improvements as provided below. The Non-Site Related  
23 Improvements include the following:

24 1. COUNTY'S share of the earthwork costs for the additional ultimate four-  
25 lane grading less the proposed two lanes to be constructed by OWNER.

26 2. The turn lanes to be constructed at CR 561A.

27 3. Construction costs of the stormwater collection and retentions systems over  
28 and above what is necessary for the two-lanes to be constructed by OWNER.

29 4. Engineering, design, and environmental permitting costs and mitigation fee  
30 (including any geotechnical exploration costs), for the additional two southbound lanes not  
31 being constructed by OWNER and for the turn lanes to be constructed at CR 561A, but



1 there shall be no credits for the design or permitting of any stormwater related permits  
2 relating to the stormwater ponds for any part of the project.

3 5. The actual costs incurred by OWNER in connection with obtaining the  
4 bonds required as set forth in this Agreement.

5 6. The Site Related and Non-Site Related Improvements are further identified  
6 in Exhibit "E", attached hereto and incorporated herein by reference.

7 B. No later than sixty (60) days after completion and acceptance of the Road Project by  
8 COUNTY, COUNTY shall provide OWNER with written notification of the release of the impact  
9 fee credits.

10 C. Notwithstanding anything herein to the contrary, COUNTY shall not be obligated to  
11 provide Transportation Impact Fee credits for design costs or any right of way or stormwater pond  
12 real estate conveyances or dedications.

13 D. To the extent there is an increase in the actual cost and expense of the Non-Site  
14 Related Improvements as a result of any change order to the plans and specifications, or the  
15 modification of the design of the Road Project as requested or approved by COUNTY, as actual  
16 construction of the improvements progresses, COUNTY shall provide OWNER Transportation  
17 Impact Fee credits in an amount equal to the increase in cost and expense resulting from such  
18 change order(s). To the extent there is a decrease in the total cost and expense of the Non-Site  
19 Related Improvements as a result of any change order(s) to the plans and specifications or  
20 construction of the roadway as requested or approved by COUNTY, as actual construction of the  
21 improvements progresses, the amount of reimbursement to OWNER shall be decreased in an  
22 amount equal to the total decrease in the cost and expense resulting from such change order(s).

23 E. OWNER shall have the authority to assign or transfer impact fee credits, once  
24 granted by COUNTY, from its retained adjacent properties or projects to another property or  
25 project within the same impact fee district. Upon the effective date of this Agreement, OWNER  
26 may transfer impact fee credits in accordance with Section 22-40, Lake County Code. Approval  
27 and execution of this Agreement shall serve as the Board of County Commissioner's approval to  
28 transfer impact fee credits available to OWNER pursuant to this Agreement.

29 **Section 4. Default and Termination.**

30 A. OWNER and COUNTY are simultaneously entering into the Turnpike Agreement.  
31 Pursuant to the Turnpike Agreement, COUNTY is undertaking the four-laning of a segment of

1 North Hancock Road south of the Road Project and south of the Interchange Project (as defined in  
2 the Turnpike Agreement). OWNER and COUNTY agree that the Road Project and the four-  
3 laning of the segment of North Hancock Road south of the Road Project are essential parts of the  
4 Interchange Project. Notwithstanding anything contained herein to the contrary, COUNTY may  
5 construct the southerly portion of North Hancock Road before OWNER is required to deed the  
6 right of way and stormwater areas by this Agreement. Should OWNER default in its  
7 responsibilities herein to deed such right of way and stormwater easements to COUNTY,  
8 COUNTY will be irreparably harmed and will have no remedy at law. Therefore, in case of such  
9 a default, COUNTY shall be entitled to specific performance of this Agreement with respect to  
10 this obligation.

11 B. Should OWNER default in any its responsibilities under this Agreement,  
12 COUNTY shall provide written notice of default to OWNER and shall include a specific  
13 description of the alleged default for which the notice is given. OWNER shall then have thirty  
14 (30) days from the date of receipt of the notice within which to cure any default described in the  
15 written notification, or, if the default cannot be cured within thirty (30) days, the aforesaid period  
16 shall be extended through completion of the cure so long as OWNER commences the cure within  
17 the initial thirty (30) day period and continues to cure such default in good faith. In the event the  
18 default is not cured within thirty (30) days (or such longer period as applicable).

19 C. COUNTY shall be entitled to specific performance of this Agreement, to  
20 exercise its rights under the Performance and Payment Bond provided for herein, and for  
21 damages.

22 **Section 5. Indemnity.** OWNER shall, protect, defend, indemnify, and hold  
23 harmless COUNTY, its officers, commissioners, employees and agents from and against any and  
24 all losses, penalties, damages, settlement, costs, charges, professional fees, including a reasonable  
25 attorney's fee or other expense or liabilities, of every kind and character resulting from any error,  
26 omission, or negligent act of such indemnifying party, including itself, its agents, employees or  
27 representatives, in the performance of its obligations under this Agreement.

28 **Section 6. Warranty.** OWNER shall cause its contractor to warrant the work  
29 performed in constructing the Road Project for a period of twenty-four (24) months from  
30 the date of completion and acceptance by COUNTY and the warranty shall be backed by a  
31 Maintenance Bond or irrevocable letter of credit for the benefit of COUNTY which represents ten

1 percent (10%) of the cost of the construction of the Road Project.

2 **Section 7. Concurrency Management.** OWNER hereby acknowledges and agrees  
3 that it shall satisfy all concurrency requirements as set forth by the governing body having  
4 jurisdiction over their developments. This Agreement shall not be construed to grant OWNER  
5 any entitlements in this respect.

6 **Section 8. Notices.** All notices, demands, or other writings required or  
7 permitted to be given or made or sent under this Agreement, by either party to the other, shall be in  
8 writing and shall be deemed to have been fully delivered upon (i) receipt of such notice when hand  
9 delivered (by personal courier or overnight delivery service) to the party to whom such notice is  
10 addressed as set forth below, (ii) receipt of such notice as indicated by the signature, and date on  
11 the return receipt of a certified mailing, or (iii) on the same day if sent by facsimile and a printed  
12 confirmation of transmission is obtained by the sender and a copy sent by certified mail, and  
13 addressed and transmitted to the party to whom such notice is to be delivered as set forth below.  
14

OWNER

Family Dynamics Land Company, LLC  
1023 West Dixie Avenue  
Leesburg, Florida 34748  
Attn: Peter Strimenos

COUNTY

Lake County  
Attn: County Manager  
Post Office Box 7800  
Tavares, Florida 32778  
Phone No.: 352-343-9495

With a copy to:

Scott A. Cookson, Esq.  
Shuffield, Lowman & Wilson, P.A.  
1000 Legion Place, Suite 1700  
Orlando, Florida 32801

With a copies to:

Lake County - Department of Public Works  
Attn: Engineering Director  
437 Ardice Avenue  
Eustis, Florida 32726  
Phone No.: 352-483-9040

Lake County  
Attn: County Attorney  
Post Office Box 7800  
Tavares, Florida 32778  
Phone No.: 352-343-9787

15 Any party by written notice in accordance with the requirements of this Section may modify its  
16 address for receipt of all future notices.

1           **Section 9. Entire Agreement.** This Agreement embodies and constitutes the  
2 entire understanding of the parties with respect to the subject matter addressed herein, and all  
3 prior negotiations, correspondence, conversations, agreements, understandings representations  
4 and statements, oral or written, are incorporated and merged into this Agreement.

5           **Section 10. Amendments to Agreement.** No modification, amendment or  
6 alternative of the terms or conditions herein shall be effective or binding upon the parties hereto  
7 unless the same is contained in a written instrument executed by the parties. In addition, no  
8 modification, amendment or alternative of the terms or conditions relating to the OWNER'S  
9 construction obligations for the Road Project or the timing thereof shall be effective or  
10 binding without the written consent of the DEPARTMENT. Any change orders which are  
11 mutually agreed to by the parties and the DEPARTMENT, if necessary, reduced to writing and  
12 extended in accordance with COUNTY'S Purchasing Policies and Procedures, to the extent  
13 applicable, shall be deemed to satisfy the provisions of this Section, and the same shall be effective  
14 and binding on the parties.

15           **Section 11. Binding Effect.** This Agreement shall be binding upon and inure to  
16 the benefit of the parties and their respective successors and assigns. The terms and conditions of  
17 this Agreement shall burden, benefit, and shall run with the title to the properties referenced  
18 herein.

19           A. The failure of any party to insist upon strict and exact compliance with any  
20 provision hereof shall not constitute a waiver of the rights of such party to subsequently insist  
21 upon compliance with that provision or any other provision of this Agreement. Failure of any  
22 party to pursue or exercise any power, right or remedy on one occasion shall not constitute a  
23 waiver of the rights of such party to exercise such power, right or remedy on any subsequent  
24 occasions.

25           B. All rights, remedies, powers and privileges conferred on the parties under this  
26 Agreement shall be cumulative of and in addition to, but not restrictive of or in lieu of, those  
27 conferred by law and/or available in equity.

28           **Section 12. Severability.** If any provisions of this Agreement, the deletion of which  
29 would not adversely affect the receipt of any material benefits by a party hereunder or  
30 substantially increase the burden of a party hereunder, shall be held invalid or unenforceable to  
31 any extent by a court of competent jurisdiction, the same shall not affect in any respect

1 whatsoever the validity or enforceability or the remainder of this Agreement.

2       **Section 13. Authority.** Each party warrants and represents to the other that it has all  
3 necessary power and authority to enter into and consummate the terms and conditions of this  
4 Agreement and that, upon execution of this Agreement by all parties, this Agreement shall be  
5 valid, binding and enforceable against such parties and their respective successors and assigns.

6       **Section 14. Breach.** In the event of a breach of this Agreement by any party  
7 hereto, the other party or parties shall have all rights and remedies allowed by law, including the  
8 right to specific performance of the provisions hereof.

9       **Section 15. Governing Law.** This Agreement shall be construed and enforced in  
10 accordance with the laws of the State of Florida. Exclusive venue in any action to construe or  
11 enforce the provisions of this Agreement shall be in the Circuit Court of and for Lake County,  
12 Florida.

13       **Section 16. Interpretation.** This Agreement shall not be construed more strictly  
14 against one party than against the other merely by the virtue of the fact that it may have been  
15 prepared by counsel for one of the parties, it being recognized that both parties have  
16 contributed substantially and materially to the preparation of the Agreement.

17       **Section 17. Time is of the Essence.** Time is hereby declared to be of the  
18 essence in the performance of the duties and obligations of the respective parties to this  
19 Agreement. If the OWNER does not commence construction of the Road Project within the time  
20 allowed herein, this Agreement shall terminate as set forth elsewhere herein.

21       **Section 18. Captions.** The captions or Section headings in this Agreement are  
22 provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the  
23 interpretation, or meaning of this Agreement.

24       **Section 19. Disclaimer of Third Party Beneficiaries.** No right or cause of action  
25 shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a  
26 formal party hereto, except any successors in interest to or assigns of the parties.

27       **Section 20. Counterparts.** This Agreement may be executed in any number  
28 of counterparts each of which, when executed and delivered, shall be an original, but all  
29 counterparts shall together constitute one and the same instrument.

30       **Section 21. No Recording.** This Agreement shall not be recorded in the  
31 Public Records of Lake County, Florida.

1           **Section 22. Effective Date.**       This Agreement shall become effective upon the  
2 date that the last party hereto executes it and shall remain in effect until the Road Project is  
3 completed and finally accepted by COUNTY and the two-year warranty period has expired.

4           **Section 23. Financial Accounting.** All financial records of OWNER pertaining to this  
5 Agreement shall be maintained according to generally accepted accounting principles. A separate  
6 project will be established in accounting records to account for the Road Project costs. The  
7 financial records shall enable the ready identification of all Road Project costs. COUNTY shall  
8 have the right to audit or verify the amount and accuracy of Road Project costs and documentation  
9 throughout the term of this Agreement and for five (5) years thereafter. COUNTY may conduct an  
10 annual review and audit of performance under this Agreement to determine whether or not there has  
11 been demonstrated good faith compliance with the terms, and to report the credit applied towards  
12 the payment of Transportation Impact Fees and the balance of available or unused credits.

13           **Section 24. Public Records.** If, when, and to the extent during its activities under  
14 this Agreement a court determines that OWNER is a “contractor” for purposes of Section  
15 119.0701, Florida Statutes, OWNER shall comply with all of the Florida public records’ laws.

16           **Section 25. Turnpike Agreement.** This Agreement shall not take effect until the  
17 Turnpike Agreement is fully executed. In the event the Turnpike Agreement is not fully  
18 executed within twelve (12) months of the execution of this Agreement, either party shall have  
19 the option of terminating this Agreement upon thirty (30) days written notice to the other. In  
20 addition, OWNER’S obligations as set forth herein relating to the construction of the Road  
21 Project are conditioned upon the faithful completion of the COUNTY’S and the  
22 DEPARTMENT’S construction obligations set forth in the Turnpike Agreement.

23

24

1 Development Agreement between Lake County, Florida and Family Dynamic Land Company, LLC for the Easterly North Hancock Road Extension Project.

2

3 IN WITNESS WHEREOF, the parties have made and executed this Agreement on the  
4 respective dates under each signature.

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**BOARD OF COUNTY  
COMMISSIONERS LAKE COUNTY,  
FLORIDA**

10

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12 ATTEST:

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27 Approved as to Form  
28 and Legal Sufficiency

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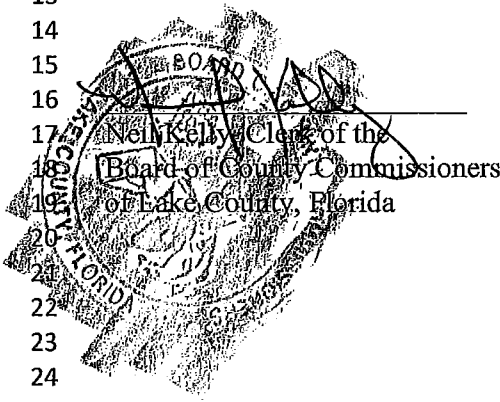
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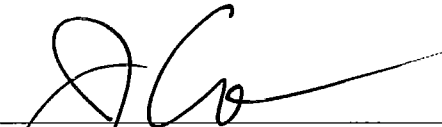
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33 Sanford A. Minkoff, Esq.  
34 Lake County Attorney

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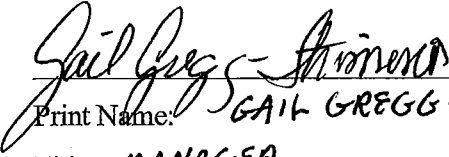
  
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Jimmy Conner  
Chairman  
This 31<sup>st</sup> day of July, 2014.

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Development Agreement between Lake County, Florida and Family Dynamic Land Company, LLC for the Easterly North Hancock Road Extension Project.

OWNER

**FAMILY DYNAMICS LAND  
COMPANY, LLC**, a Florida limited liability  
company

  
Print Name: GAIL GREGG-STAIMENOS  
Title: MANAGER

This 22 day of July, 2014.

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EXHIBITS

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- 3 EXHIBIT A Preliminary Construction Plans
- 4 EXHIBIT B Cost Estimate
- 5 EXHIBIT C Description of ROW
- 6 EXHIBIT D Description of Stormwater Collection and Retention Systems
- 7 EXHIBIT E Description of Site Related and Non-Site Related Improvements

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**EXHIBIT A**

**Preliminary Construction Plans**

**SEE ATTACHED CD**

Lake County North Hancock Road Extension - Preliminary Opinion of Probable Cost

**EXHIBIT B - PAGE 1 OF 2**

**Cost Estimate**

FDOT Pay Item	Item	QTY	Unit	Unit Price	Amount
102	1	1	LS	\$30,000.00	\$30,000.00
0000	200	1	LS	\$50,000.00	\$50,000.00
110	1	1	AC	\$12,000.00	\$168,000.00
120	1	14	AC	\$12,000.00	\$168,000.00
120	2	75,060	CY	\$8.00	\$600,480.00
160	4	5,000	CY	\$11.00	\$55,000.00
285	70	2,200	SY	\$2.79	\$6,138.00
334	1	2,100	SY	\$15.31	\$32,151.00
400	0	460	TN	\$115.00	\$52,900.00
400	2	425	CY	\$460.00	\$195,500.00
415	1	110	CY	\$800.00	\$88,000.00
415	1	4,000	LB	\$0.90	\$3,600.00
430	174	29,295	LB	\$0.90	\$26,365.50
430	174	1,500	LF	\$15.00	\$22,500.00
430	174	1,200	LF	\$58.69	\$70,428.00
570	1	100	LF	\$95.36	\$9,536.00
570	1	35,850	SY	\$0.56	\$20,076.00
Subtotal					\$1,430,674.50
Total					\$1,430,674.50

**EXHIBIT B – PAGE 2 OF 2****Total North Hancock Road Extension - Preliminary Opinion of Probable Cost**

FDOT Pay Item	Item	QTY	Unit	Unit Price	Amount
101	1 Mobilization	1	LS	\$200,000.00	\$200,000.00
102	1 Maintenance Of Traffic	1	LS	\$40,000.00	\$40,000.00
109	71 3 Field Office	300	DAY	\$85.00	\$25,500.00
0000	200 1 Prevention, Control, and Abatement of Erosion and Water Pollution	1	LS	\$100,000.00	\$100,000.00
110	1 1 Clearing & Grubbing	28	AC	\$12,000.00	\$336,000.00
120	1 Regular Excavation	234,062	CY	\$8.00	\$1,872,496.00
120	2 Borrow	10,000	CY	\$11.00	\$110,000.00
160	4 12" LBR40 Stabilization	28,935	SY	\$2.79	\$80,728.65
285	70 1 4" Limerock (Optional Base Group 1)	3,617	SY	\$8.70	\$31,467.90
285	70 6 8" Limerock (Optional Base Group 6)	8,956	SY	\$15.61	\$139,803.16
285	70 9 10" Limerock (Optional Base Group 9)	19,290	SY	\$15.31	\$295,329.90
334	1 11 Asphalt Concrete	4,625	TN	\$115.00	\$531,875.00
400	0 11 Conc. Class NS, Gravity Wall	425	CY	\$460.00	\$195,500.00
400	2 1 Conc. Class II, Culverts	310	CY	\$800.00	\$248,000.00
415	1 3 Reinforcing Steel, Retaining Wall	4,000	LB	\$0.90	\$3,600.00
415	1 6 Reinforcing Steel, Miscellaneous	83,700	LB	\$0.90	\$75,330.00
425	2 91 Manholes, J-8, <10'	1	EA	\$3,461.63	\$3,461.63
425	13 11 Inlets, Curb, Type P-1, <10'	15	EA	\$4,873.85	\$73,107.75
425	13 21 Inlets, Curb, Type P-2, <10'	9	EA	\$5,669.79	\$51,028.11
430	174 118 Pipe Culvert, Opt Mtl, Round, 18"	3,000	LF	\$44.40	\$133,200.00
430	174 124 Pipe Culvert, Opt Mtl, Round, 24"	2,700	LF	\$58.69	\$158,463.00
430	174 136 Pipe Culvert, Opt Mtl, Round, 36"	300	LF	\$95.36	\$28,608.00
430	984 138 Mitered End Section, Opt Round, 36"	3	EA	\$3,153.00	\$9,459.00
520	1 7 Concrete Curb & Gutter, Type E	6,200	LF	\$15.00	\$93,000.00
520	1 10 Concrete Curb & Gutter, Type F	6,200	LF	\$18.00	\$111,600.00
524	2 29 Conc. Ditch Pavement, 4", Reinforced	13,777	SY	\$30.00	\$413,310.00
570	1 1 Performance Turf	102,395	SY	\$0.56	\$57,341.20
<b>Subtotal</b>					<b>\$5,418,209.30</b>
Misc. Items (Signing & Pavement Marking, Matting, Detectable Warning, etc.)				10%	\$541,820.93
Contingency				15%	\$812,731.40
<b>Total</b>					<b>\$6,772,761.63</b>

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**EXHIBIT C – PAGE 1 OF 6**  
**Description of Right of Way**

**SCHEDULE "A"**

**LEGAL DESCRIPTION:**  
**Proposed Right of Way**

A parcel of land lying in Parcel E as described in Official Records Book 1890, Page 662 of the Public Records of Lake County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 32, Township 21 South, Range 26 East, said point being a found 4"x4" concrete monument with no identification; thence run South 00°55'12" West along the East line of said Section 32, a distance of 837.19 feet to a point on the South right of way line of County Road 561-A per the Florida Department of Transportation Right of Way Map Section 11660-2250, Lake County, Florida; thence run South 60°50'33" West along said South right of way line, a distance of 277.65 feet to a point on a curve, concave to the Northwest, having a Radius of 995.37 feet and a Central Angle of 16°10'13"; thence run Southwesterly along the Arc of said curve and along said South right of way line, a distance of 280.92 feet (Chord Bearing = South 68°55'39" West, Chord Distance = 279.98 feet) to the POINT OF BEGINNING; thence departing said South right of way line, run South 05°06'23" East, a distance of 266.84 feet to a point on a curve, concave to the West, having a Radius of 2148.00 feet and a Central Angle of 08°47'18"; thence run Southeasterly along the Arc of said curve, a distance of 329.47 feet (Chord Bearing = South 00°42'44" East, Chord Distance = 329.15 feet) to the end of said curve; thence run South 03°40'55" West, a distance of 1265.70 feet to a point on a curve, concave to the East, having a Radius of 2800.00 feet and a Central Angle of 45°19'33"; thence run Southeasterly along the Arc of said curve, a distance of 2215.03 feet (Chord Bearing = South 18°58'52" East, Chord Distance = 2157.73 feet)

(Continue description on next page)

**NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 32, TOWNSHIP 21 SOUTH, RANGE 26 EAST AS BEING SOUTH 00°55'12" WEST, AN ASSUMED BEARING.
2. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.
3. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH.
4. DISTANCES SHOWN HEREON ARE CALCULATED UNLESS OTHERWISE NOTED.

**LEGEND:**

(C) = CALCULATED DATA  
 C.R. = COUNTY ROAD  
 C.B. = CHORD BEARING  
 C.D. = CHORD DISTANCE  
 COR. = CORNER  
 CM = CONCRETE MONUMENT  
 EXIST. = EXISTING  
 FND. = FOUND  
 FDOT = FLORIDA DEPARTMENT  
 OF TRANSPORTATION  
 L = ARC LENGTH  
 L.B. = LICENSED BUSINESS

OR = OFFICIAL RECORDS BOOK  
 PL = PROPERTY LINE  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT  
 No. = NUMBER  
 PG = PAGE  
 R = RADIUS  
 REQ. = REQUIRED  
 R/W = RIGHT-OF-WAY  
 SEC. = SECTION  
 Δ = CENTRAL ANGLE

SEE SHEETS 3-6 OF 6 FOR  
SKETCH OF DESCRIPTION

SKETCH PREPARED BY



**DRMP**  
 ENGINEERS, SURVEYORS, PLANNERS, SCIENTISTS  
 943 LAKE BALDWIN LANE  
 ORLANDO, FLORIDA 32814  
 (407) 896-0594  
 L.B. No. 2648

SHEET 1 OF 6

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## SCHEDULE "A"

## LEGAL DESCRIPTION:

(continued from previous page)

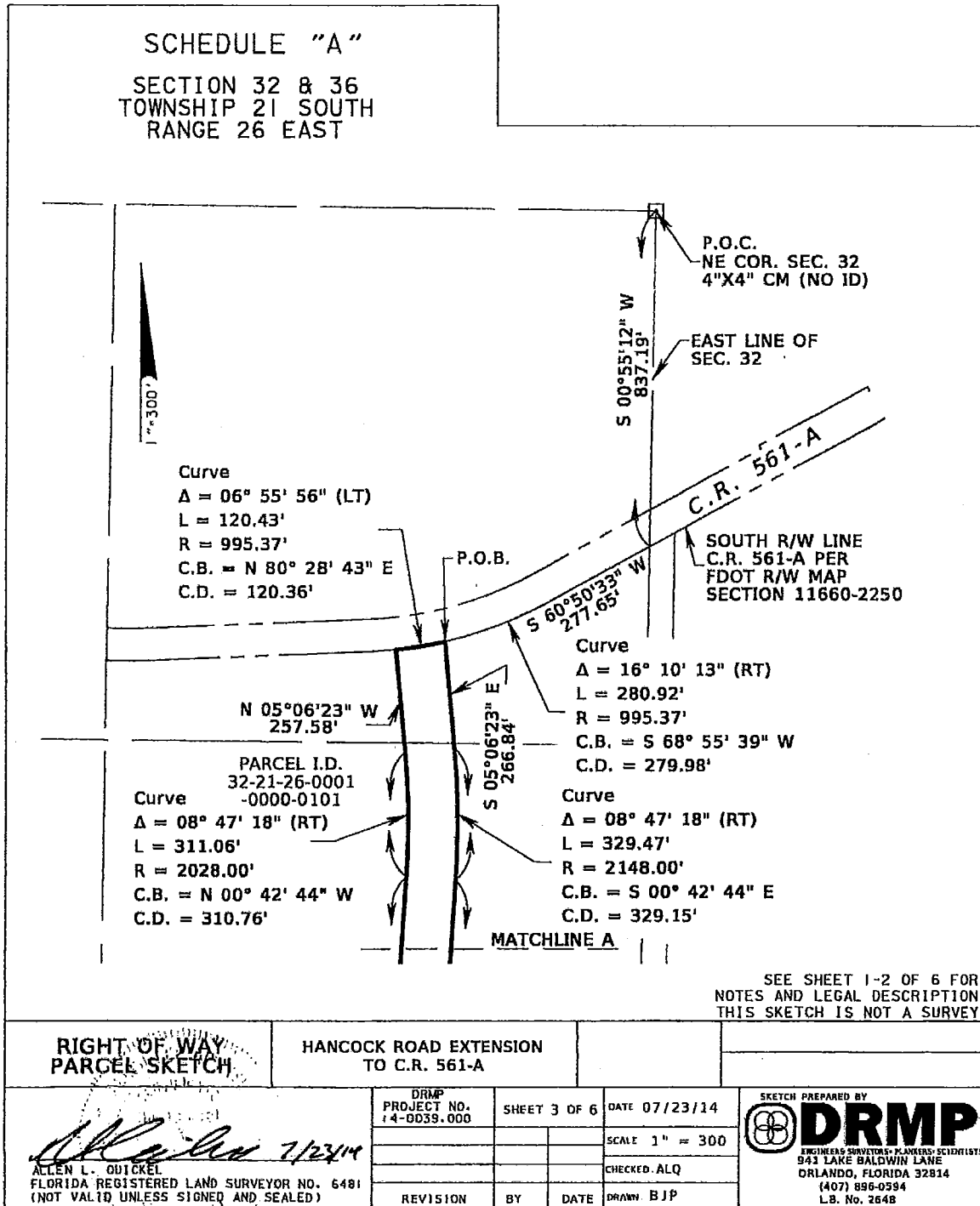
to the end of said curve; thence run South 41°38'38" East, a distance of 1970.83 feet to a point on a curve, concave to the Southwest, having a Radius of 1211.00 feet and a Central Angle of 10°49'49"; thence run Southeasterly along the Arc of said curve, a distance of 228.91 feet (Chord Bearing = South 36°13'43" East, Chord Distance = 228.57 feet) to the end of said curve and to a point on the proposed right of way line for Florida's Turnpike; thence run South 58°58'35" West along said Proposed right of way line, a distance of 120.00 feet to a point on a non-tangent curve, concave to the Southwest, having a Radius of 1091.00 feet and a Central Angle of 10°51'12"; thence departing said Proposed right of way line, run Northwesterly along the Arc of said curve, a distance of 206.67 feet (Chord Bearing = North 36°13'02" West, Chord Distance = 206.36 feet) to the end of said curve; thence run North 41°38'38" West, a distance of 1970.83 feet to a point on a curve, concave to the Northeast, having a Radius of 2920.00 feet and a Central Angle of 45°19'33"; thence run Northwesterly along the Arc of said curve, a distance of 2309.96 feet (Chord Bearing = North 18°58'52" West, Chord Distance = 2250.20 feet) to the end of said curve; thence run North 03°40'55" East, a distance of 1265.70 feet to a point on a curve, concave to the West, having a Radius of 2028.00 feet and a Central Angle of 08°47'18"; thence run Northwesterly along the Arc of said curve, a distance of 311.06 feet (Chord Bearing = North 00°42'44" West, Chord Distance = 310.76 feet) to the end of said curve; thence run North 05°06'23" West, a distance of 257.58 feet to a point on said South right of way line and also a point on a non-tangent curve, concave to the Northwest, having a Radius of 995.37 feet and a Central Angle of 06°55'56"; thence run Northeasterly along the Arc of said curve and along said South right of way line, a distance of 120.43 feet (Chord Bearing = North 80°28'43" East, Chord Distance = 120.36 feet) to the POINT OF BEGINNING.

Contains 17.350 acres, more or less.

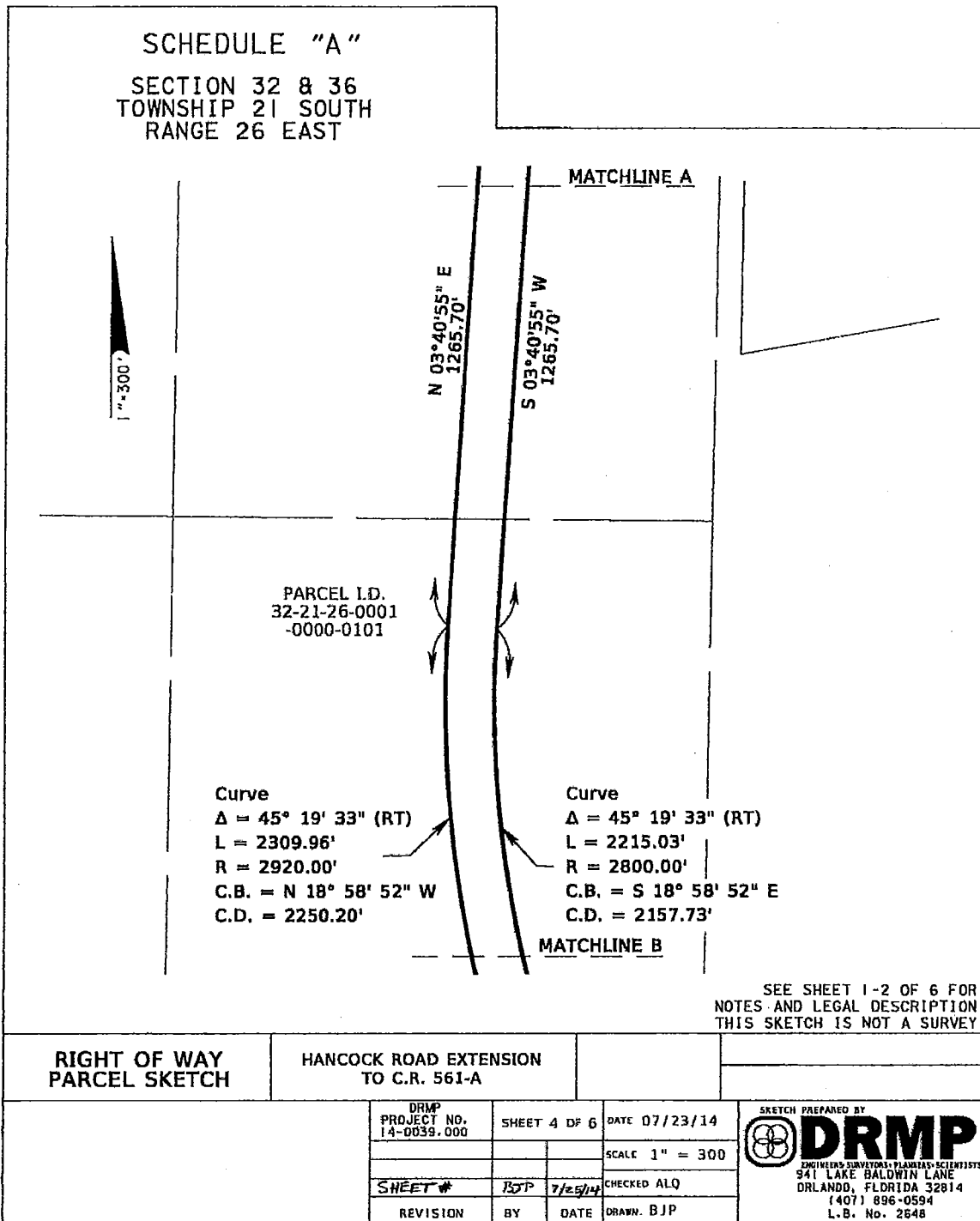
SEE SHEETS 3-6 OF 6 FOR  
SKETCH OF DESCRIPTION



SHEET 2 OF 6

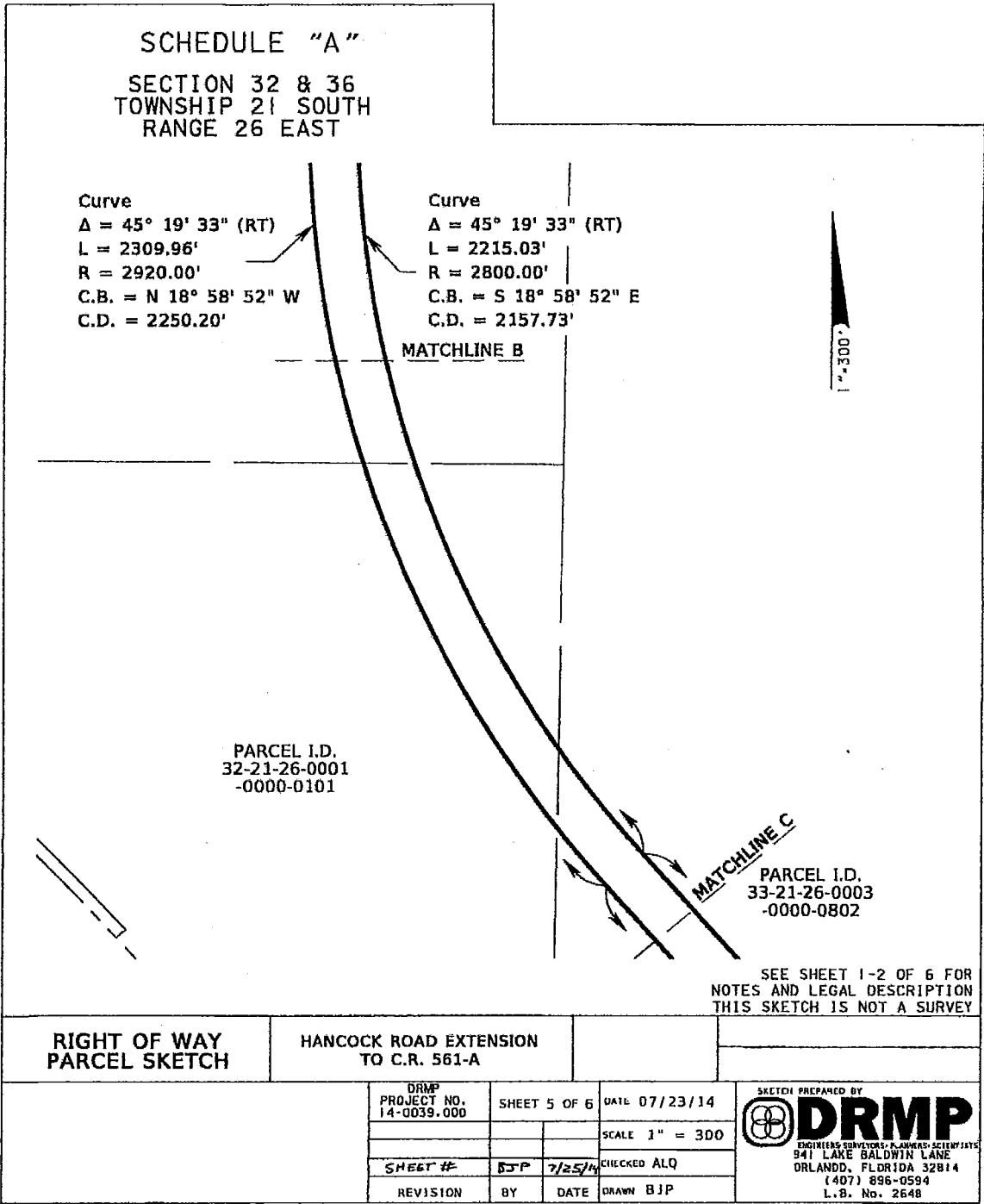


**EXHIBIT C - PAGE 4 OF 6**

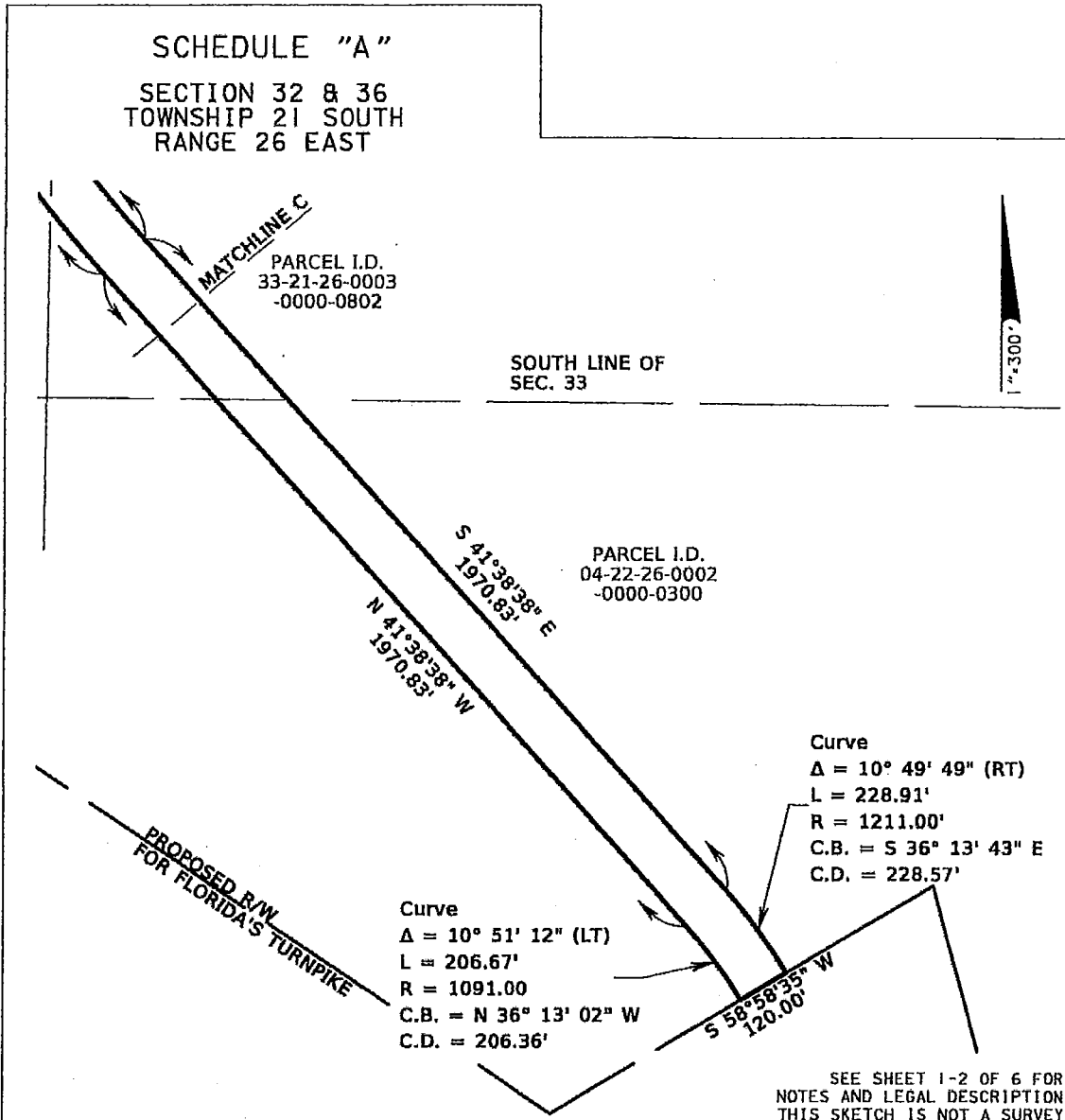




**EXHIBIT C - PAGE 5 OF 6**



**EXHIBIT C - PAGE 6 OF 6**



<b>RIGHT OF WAY PARCEL SKETCH</b>		<b>HANCOCK ROAD EXTENSION TO C.R. 561-A</b>			
DRMP PROJECT NO. 14-0039.000		SHEET 6 OF 6		DATE 07/23/14	
				SCALE 1" = 300	
SHEET #		EOP		CHECKED ALO	
REVISION		BY		DRAWN BJP	
				DATE	

SKETCH PREPARED BY

**DRMP**

ENGINEERS SURVEYORS-PLANNERS-SCIENTISTS

941 LAKE BALDWIN LANE

ORLANDO, FLORIDA 32814

(407) 896-0594

L.B. No. 2648

1 **EXHIBIT D**

2 **Description of Stormwater Collection and Retention Systems**

3 North Hancock Road shall be designed and constructed with curb and gutter and a closed (piped)  
4 stormwater conveyance system to retention ponds. The System shall be designed for the  
5 ultimate four lane cross section, with construction of an initial two lane section. The storm  
6 sewer system installed with the first two lanes shall be designed and constructed as the main  
7 pipeline to handle future storm flow when the corridor is upgraded to the ultimate four lane  
8 section. The Stormwater Collection and Retention Systems shall include any necessary rights of  
9 way, easements, or real property necessary for such systems to function that are not located  
10 within the right of way on Exhibit "C".

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1 **EXHIBIT E**

2 **Description of Site Related and Non Site Related Improvements**

3 Site Related improvements include all improvements that are not Non-Site Related.

4 The Non-Site Related Improvements include the following:

- 5 1. The COUNTY'S share of the earthwork costs for the additional ultimate four-lane grading  
6 less the proposed two lanes to be constructed by OWNER.
- 7 2. The turn lanes to be constructed at CR 561A.
- 8 3. Construction costs of the stormwater collection and retentions systems for the future 4-  
9 lane urban design over and above what is necessary for the two-lanes to be constructed  
10 by OWNER.
- 11 4. Engineering, design, and environmental permitting costs and mitigation fee (including any  
12 geotechnical exploration costs), for the additional two southbound lanes not being  
13 constructed by OWNER and for the turn lanes to be constructed at CR 561A, but there shall  
14 be no credits for the design or permitting of any stormwater related permits relating to the  
15 stormwater ponds for any part of the project.
- 16 5. The actual costs incurred by OWNER in connection with obtaining the bonds required as set  
17 forth in this Agreement.