

**ROADWAY IMPROVEMENT AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA
AND AVALON GROVES, LLC REGARDING
SAWGRASS BAY BOULEVARD EXTENSION PROJECT**

THIS ROADWAY IMPROVEMENT AGREEMENT (hereinafter "Agreement") is made by and between **AVALON GROVES, LLC**, doing business as **AVALON GROVES OF FLORIDA, LLC**, a Delaware limited liability company authorized to do business in the State of Florida (hereinafter referred to as "Developer"), and its successors and/or assigns, and **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, Developer is the owner of a parcel of land located in Lake County, Florida, more particularly described on **Exhibit A**, attached hereto and by this reference made a part hereof, (hereinafter referred to as the "Avalon Groves Property"); and

WHEREAS, the improvements contemplated herein are supplemental to, and not in lieu of, the requirements set forth in Planned Unit Development (PUD) Ordinance No. 2016-20 adopted by the Lake County Board of County Commissioners on May 17, 2016, a copy of which is attached hereto as **Exhibit D**, and made a part hereof by this reference, (hereinafter the "PUD Ordinance #2016-20") to which the development of the Avalon Groves Property is made subject; and

WHEREAS, Developer arranged for the preparation of plans and specifications for certain improvements to the Sawgrass Bay Boulevard Extension from its current terminus through the Avalon Groves Property to the westerly property line, which is the Lake/Orange County line, for a distance of approximately 1.72 miles (hereinafter the "Project" or "Sawgrass Bay Boulevard Extension Project"); and

WHEREAS, the parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which the Developer shall construct or cause to be constructed the roadway improvements included through a community development district for the Sawgrass Bay Boulevard Extension Project as a condition of the development of up to 1,659 dwelling units, up to 350,000 square feet of retail, commercial and/or office uses, and up to 175,000 square feet of institutional/civic uses (collectively, the "Developer's Intended Use") approved under the terms of PUD Ordinance #2016-20; and

WHEREAS, the parties have identified a need to establish new roadways and to make other improvements to the road system in and around the South Lake area in accordance with the terms and conditions of this Agreement in order to accommodate increased traffic demands

anticipated as a result of population growth in the surrounding cities, unincorporated Lake County, and Central Florida; and

WHEREAS, Section 22-3 of the Lake County Code states as its intent and purpose, to assist in the provision of new facilities, the need for which is created by new development within Lake County, so that new development bears a proportionate share of the cost of such new facilities, rather than placing such costs on existing residents and taxpayers; and

WHEREAS, in furtherance of this stated intent and purpose, Section 22-8, Lake County Code, provides that impact fees shall be due and payable either at the time of building permit or the time of issuance of the certificate of occupancy; and

WHEREAS, Section 22-39, Lake County Code, provides that in lieu of paying all or a part of the Transportation Impact Fees required for a given development, a developer may construct a road improvement project and be given credit against the Transportation Impact Fees otherwise due, with the amount of the credit being based upon the actual cost of the road improvement project; and

WHEREAS, Impact Fee Credits may be given for “Nonsite-related improvements,” as defined in Section 22-4, Lake County Code; and

WHEREAS, Section 22-41, Lake County Code, states that impact fees shall be used solely for the purpose of providing capital improvements to transportation facilities associated with the arterial and collector road network under jurisdiction of the County; and

WHEREAS, the County has programmed the design and construction of Sawgrass Bay Boulevard from its current terminus, through the Avalon Groves Property to the Lake/Orange County line; and

WHEREAS, it is intended that Lake County and Orange County will enter an Interlocal Agreement or a Memorandum of Understanding (“MOU”) identifying the support of the two counties of a collector road beginning at Sawgrass Bay Boulevard connecting US Hwy 27 in Lake County through the Lake County/Orange County line to Flemmings Road and then to CR 545; and

WHEREAS, the Developer and the County desire to reduce to writing, and have ratified and confirmed, the specific terms and conditions of their understanding and agreement related to: (i) the Developer’s contribution of right of way, (ii) the Developer’s design, permitting, wetlands mitigation, and construction of the Project, (iii) the Developer’s entitlement to Transportation Impact Fee Credits from the County, based on the costs to design, permit, mitigate wetlands/wildlife, and construct the Project, (iv) the estimated dollar amount of Transportation Impact Fee Credits, and (v) other related matters, as are hereinafter set forth.

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants set forth herein, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, and are incorporated herein and made a part hereof by this reference.

2. **Effective Date.** This Agreement shall become effective on the date on which this Agreement is executed by the last party hereto.

3. **Road Improvements to be Undertaken.**

A. Sawgrass Bay Boulevard is a four-lane divided urban roadway which currently begins at US 27 and extends east approximately 1.5 miles through the western boundary of the Avalon Groves Property. The Project proposes to extend Sawgrass Bay Boulevard through the Avalon Groves Property a distance of approximately 1.72 miles, east to the Lake County/Orange County line connecting to Flemmings Road and then to CR 545. This is primarily an east/west road. The Project typical cross section design is proposed as a four-lane urban design section with a curb and gutter closed drainage system to retention ponds, a sidewalk on the north and south sides of the road, bike lanes, and grassed median, all as graphically depicted on **Exhibit B**, attached hereto and by this reference made a part hereof.

B. Sawgrass Bay Boulevard Extension will function as a collector road and will be eligible for Transportation Impact Fee Credits, pursuant to the terms of this Agreement. Developer, its successors in interest or assigns, will be responsible for constructing the Sawgrass Bay Boulevard Extension Project as follows:

(i) Prior to commencement of construction of Phase I of the Project, Developer will dedicate, at no cost to the County and in a form acceptable to the County, rights of way, easements, and stormwater ponds necessary for the Project. Developer will also dedicate the property north of the Project alignment and west of and including the stormwater Pond 1 identified on the Road Construction Plans as depicted on **Exhibit C** ("North Road Right of Way"), attached hereto and by this reference made a part hereof, which the County shall utilize for road and utility right of way without exclusions. The Project includes a 106 foot width right-of-way from the current eastern terminus of Sawgrass Bay Boulevard at the western boundary of the Avalon Groves Property, through the Avalon Groves Property to a point along the eastern boundary of the Avalon Groves Property, where the alignment of Sawgrass Bay Boulevard will transition to the western boundary of the Avalon Groves Property, up to the Orange County Line, as further depicted on **Exhibit C**. The parties agree that Developer has a right to enter upon the dedicated right-of-way granted hereunder for construction purposes of the Project and such right shall survive the conveyance of the right-of-way to the County. However, the right of Developer to enter the right-of-way for construction purposes of the Project shall terminate upon completion and acceptance by the County of the Project.

Developer shall provide easements for the Project which include open or closed drainage conveyance systems with a minimum easement width of twenty (20) feet, all drainage treatment ponds and systems through which the Project drains, and all systems covered by permits (SJRWMD, ACOE, FDEP, etc.) for the Project. The easement for drainage and retention of stormwater runoff from the Project shall be dedicated by a metes and bounds legal description or by subdivision plat (hereinafter "Retention Pond").

It is expressly understood and agreed by the parties that Developer shall at all times have the right to relocate, expand and jointly use the Retention Pond at no cost to the County and to commingle in the Retention Pond stormwater runoff from and in connection with the development of the Avalon Groves Property, so long as the Retention Pond continues to sufficiently accommodate the stormwater runoff from the Project. It is further understood and agreed by the parties that Developer, its successors or assigns, shall be solely responsible for all costs and expenses of maintenance and repair of the jointly utilized Retention Pond or ponds, if more than one location.

(ii) The Sawgrass Bay Boulevard Extension will ultimately be a four-lane facility. The parties agree that Developer shall construct or cause to be constructed (including through a community development district) and build the first two (2) lanes of the Project in accordance with the County's specifications, as depicted on **Exhibits B and C**, and with the County's approved plans and specifications for the Project. The Developer shall provide the earthwork and grading of the alignment for the future four-lane design in conjunction with the first two (2) lanes constructed, as depicted on **Exhibits B and C**. It is understood by the parties that the construction of all grading upfront with the initial two (2) lane design will minimize impacts from future earthworks when the ultimate four (4) lane design is constructed. Notwithstanding the foregoing, Developer at its sole discretion may, but shall not be obligated to, construct all four lanes of the Sawgrass Bay Boulevard Extension Project. If Developer elects to construct all four (4) lanes of the Sawgrass Bay Boulevard Extension Project, Developer shall be entitled to Transportation Impact Fee Credits for the corresponding additional costs of said construction.

C. The County agrees to provide Transportation Impact Fee Credits for (a) the Design, Permitting and Construction costs of the first two (2) lanes of the Sawgrass Bay Boulevard Extension Project from its current terminus through the Avalon Groves Property to the easterly property line, which is the Lake/Orange County line, (b) the appraised value of the North Road Right of Way (excluding area for donated Stormwater Pond 1) to be dedicated by Developer pursuant to 3(B)(i) above, and (c) to the extent constructed by Developer pursuant to 3(B)(ii) above, the design, permitting grading and construction for the two (2) additional lanes of the Sawgrass Bay Boulevard Extension Project. The Developer will coordinate with Lake County on the engineering design and tie-in of the extension with the existing roadway to provide a seamless set of engineering plans. The Developer's Engineer will also provide an appropriate roadway centerline profile transition when crossing into Orange County.

D. For the North Road Right of Way, the Developer shall use a certified Appraiser acceptable to the County for providing an appraisal of the right of way. Developer shall pay for the cost of the initial appraisal. When the appraisal is provided to the County for review, the County may order a second appraisal at its expense for comparison. The County and Developer shall negotiate in good faith for the value of the North Road Right of Way for transfer to Lake County and then release of Transportation Impact Fee Credits to Developer for the value of the property.

E. It is anticipated that the Developer will provide a design which balances the earthwork on the Developer's Project and the proposed Sawgrass Bay Boulevard Extension

Project, and will provide for harmonized grading at the proposed right of way line and subdivision line. Retaining walls, if required along the Project, are the responsibility of the Developer and its successors and assign to construct and maintain off of the proposed County right-of-way.

F. Design, Engineering, and Permitting of the entire Project by the Developer from existing eastern terminus of the paved area of Sawgrass Bay Boulevard, east to the Orange County Line, shall occur with the first phase of the Developer's Avalon Groves Project Development as described in Section 1 (A)(5) of the PUD Ordinance #2016-20 and be completed prior to construction of Phase 1 of the Project.

G. Construction of the Project may occur in a maximum of three (3) phases. Phase 1 of the Project shall be completed in the first phase of development of the Avalon Groves Development Project (the "Development"). Phase 1, Phase 2 and Phase 3 of the Sawgrass Bay Boulevard Extension Project shall be completed in correlation with the phasing of the Development permitted and described in Table 1 of PUD Ordinance #2016-20, a copy of which is attached hereto as **Exhibit D**, which is as follows:

Phase 1 of the Project shall be completed before the Development exceeds certificate of occupancy for 500 residential dwelling units or 20,000 SF of cumulative commercial/office/retail floor area; whichever occurs first;

Phase 2 of the Project shall be completed before the Development exceeds certificate of occupancy for 1,000 residential dwelling units or 40,000 SF of cumulative commercial/office/retail floor area, whichever is first; and

Phase 3 of the Project shall be completed prior to exceeding 1,400 certificates of occupancy (total for all three phases: 1,659 units) or certificate of occupancy for 60,000 SF in cumulative commercial/office/retail floor area, whichever is first.

Notwithstanding the phases approved for the PUD, and the phases for the construction of the Project, Developer shall be entitled to develop the PUD in sub-phases. The Sawgrass Bay Boulevard Extension Project shall be constructed to provide roadway access for each requested PUD phase or sub-phase. All PUD phases shall have access to Sawgrass Bay Boulevard as required by Lake County.

H. If the stormwater ponds constructed on the Avalon Groves Property contain stormwater runoff from the Sawgrass Bay Boulevard Extension as well as runoff created by the development of the Avalon Groves Property, the stormwater pond will be maintained by the Developer until dedicated and maintained by the Homeowner's Association to be created or the Community Development District created for the Avalon Groves Development.

I. The construction of site related improvements including turn lanes into the Avalon Groves Property are not eligible for Transportation Impact Fees.

4. Approval of Plans and Specifications.

A. The final plans and specifications for the Project shall be completed by the Developer in accordance with all County requirements and must be approved by the County prior to any construction. Once approved, the final plans and specifications for the Project shall become a material part of this Agreement. The Lake County Standard Guidelines for Roadway Design are included in **Exhibit G**, attached hereto and by this reference made a part hereof.

B. The rights of way needed for construction of the Project are either public rights of way or are under the ownership or control of Developer. Accordingly, Developer shall provide to County the deeds and/or easements on the Avalon Groves Property necessary for the construction of the Project described elsewhere herein. **All right-of-way, easements, and ponds required for construction of the entire Project (all phases of the Sawgrass Bay Boulevard Extension), shall be dedicated to Lake County prior to commencement of construction of Phase 1 of the Project.**

C. It is understood that the plans and specifications and construction of the Project may be modified through the mutual agreement of the Developer and County through the permitting processes, and by change order as actual construction of the Project progresses. To be effective and binding against the County, however, any and all such change orders must be in writing, executed by the parties, and in accordance with the County's purchasing policy and procedures. The Developer may obtain a copy of these purchasing policy and procedures upon request. The County will add impact fee credits for a cost increase, and deduct impact fee credits for a cost decrease.

5. Estimated Cost and Expense/Design and Engineering, and Construction.

A. Design costs, including, but not limited to, project engineer fees and fees for soil testing and environmental consultants, of the Project shall be eligible for reimbursement in the form of Transportation Impact Fee Credits only as provided for elsewhere in this Agreement. The Transportation Impact Fee Credits granted by the County to Developer shall be equal to the costs for designing, permitting, mitigating wetlands/wildlife, and engineering the Nonsite-Related Improvements, all as reasonably approved by the County. The estimated engineering fees for the Nonsite-Related Improvements provided by Developer's Civil Engineer for the entire Project is \$190,218.00, as depicted in **Exhibit E**, attached hereto and by this reference made a part hereof.

B. Lake County Public Works shall review and have final approval of the environmental mitigation plans for the Project prior to submittal to permitting agencies and may request revisions as necessary to minimize environmental impacts due to the Project. Flood Zone impacts and environmental permit mitigation costs on the Project will be shared between the County and the Developer at a 50/50 cost split. The Developer shall be provided Transportation Impact Fee Credits for the County's share of the environmental permits and mitigation.

C. To the extent that the County requests a change in the design to the Nonsite-Related Improvements, the Developer shall receive from the County additional Impact Fee

Credits, as appropriate hereunder, equal to one hundred percent (100%) of the total cost of any additional design fees incurred by the Developer solely related to the requested change. To the extent that there is a decrease in the design cost, the Impact Fee Credits owed to the Developer, as appropriate hereunder, shall be decreased in an equal amount.

D. The Estimated Construction Cost provided by the Developer's Engineer is \$5,186,152.00 for the Project consisting of the initial two lanes constructed and graded for the future four lanes as depicted in **Exhibit F**, attached hereto and by this reference made a part hereof. The additional two lanes construction cost estimate is \$1,503,819.00 is also depicted in **Exhibit F**. The total construction cost of all four lanes constructed is estimated to be \$6,689,972 (rounded up) as depicted in **Exhibit F**.

6. Construction Requirements.

A. Project Bids. The Developer shall be required to use the competitive bidding process in retaining a Contractor to construct the Nonsite-Related Improvements portion of the Project. Upon receipt of a Notice to Proceed from the County Engineer, Developer may solicit bids for the Project. Developer shall require each bidder in their proposal to provide line item bids to County standards and require each bidder to provide the number of construction days to complete each phase or phases of the Project. The Developer will enter into a construction contract(s) with the selected contractor (the "Construction Contract"). The County shall have the right to review the competitive bidding process utilized by the Developer and shall additionally have the right to review all bids received. In the event that the County reasonably determines that the bidding process is insufficient or that the proposed number of construction days to complete the Project is not reasonable, the County shall notify Developer and require the Developer to reject all bids and re-bid the Project or portion thereof as applicable. Developer shall thereafter re-bid the Project in accordance with the reasonable request of the County. However, if the Developer refuses to reject the bids and re-bid the Project within thirty (30) days of receipt of such notice, then the County shall have the option to abandon the Nonsite-Related Improvements portion of the Project thereby terminating the County's obligation to reimburse the Developer for the Nonsite-Related Improvements portion. Upon execution of a final Construction Contract by Developer, the Construction Contract shall be provided to Lake County Department of Public Works as the basis for determining actual Transportation Impact Fee Credits to Developer.

B. Pre-Construction. Prior to the commencement of construction, Developer shall attend a pre-construction conference with its engineer and contractor, Lake County Public Works, and all involved utility companies. Developer shall notify the other parties to this Agreement at least seven (7) days in advance of such meeting so as to allow the parties to attend. Developer shall not commence construction until after the pre-construction conference and after receipt of a written "Notice to Proceed" from Lake County, which shall issue in its reasonable discretion once the applicable plans and specifications are approved, all necessary permits and approvals have been obtained, and all necessary right-of-way has been dedicated.

C. Construction, Engineering and Inspection Firm. Developer shall hire a qualified CEI firm to provide construction engineering, shop drawing review and approval, and inspection, and Verification Testing (VT) for the Project, which services shall be performed in accordance

with the County's specifications and be a cost of the Project. All testing results shall be provided to the Lake County representative. The County shall have the right, but not the obligation, to perform independent testing from time to time of the roadway segment being constructed during the course of the construction at its own expense.

D. Work Inconsistent With Approved Plans. The County may request and shall be granted conferences with Developer, Developer's CEI firm, and Developer's contractor to discuss any part of the work that it determines to be inconsistent with the previously approved design plans and Lake County specifications. After such a meeting, if the County determines that construction activities are being performed inconsistent with these standards, the parties will follow the following process: (1) the County will notify Developer in writing of its determination of inconsistency, specifying the inconsistencies, (2) within seven (7) days of receipt of such notification, Developer will provide the County with a proposed corrective action, including a time frame for accomplishing the actions, (3) if the proposed corrective action plan is accepted by the County, the Developer will monitor the corrective action and provide the County status reports at such intervals as are reasonable based on the corrective action undertaken, (4) the County may, but is not obligated to, review independently the progress of the corrective action, (5) if the County determines the corrective action is not being done sufficiently, it shall notify Developer in writing that the operation will cease within seventy-two (72) hours and (6) within seventy-two (72) hours after receipt of such notice Lake County, Developer will stop all work until an acceptable resolution is reached between the Developer and the County. If the County determines a condition exists which threatens the public's safety, the County may, at its discretion, issue an immediate stop work order.

E. Completion of Improvements. Upon completion of the work in accordance with the Plans and Specifications, Developer shall furnish a set of record drawings certified by the Engineer of Record that the necessary improvements have been completed in general conformance with the Plans and Approvals, as the same may be modified in accordance with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that to the best of their knowledge, information and belief all materials entering into the work are in general conformance with the Plans and Approvals, or otherwise conform to or meet generally accepted professional practices. The Developer shall also prepare and submit any required certifications to permitting agencies. In addition, Developer shall, at such time, provide each County with copies of records from the project as each County may request, including, but not limited to, Engineer of Record sealed Record Drawings.

F. Community Development District. By way of Ordinance 2016-16, adopted by the Lake County Board of County Commissioners on April 19, 2016, the Avalon Groves Community Development District (CDD) was created. The CDD is a local, special purpose government framework authorized by Chapter 190, Florida Statutes, as an alternative for financing and managing the infrastructure required to support development of the Avalon Groves community. For the purposes of the roadway infrastructure on Sawgrass Bay Boulevard Extension, the CDD shall not collect assessments from future residents, owners, or rental properties for costs to which Transportation Impact Fee Credits have been given (no double charging allowed). Transportation Impact Fee Credits earned by costs paid for by CDD bonds will be issued to the CDD and any credits sold by the CDD will be used to pay down the CDD

bonds. The Developer acknowledges that any transfer of credits shall comply with Chapter 22, Lake County Code.

G. **Right of Way, Ponds, Easements.** All rights of way, easements, and ponds required for construction of the entire Project (all phases of the Sawgrass Bay Boulevard Extension) shall be dedicated to Lake County prior to commencement of construction of Phase 1 of the Project.

7. **Payment and Performance Bonds and Warranties.** Developer shall ensure that any contractor, including itself or any of its related companies, which is retained to carry out the construction of the Project, prior to proceeding with construction of the Project improvements, first provide a payment and performance bond or irrevocable letter of credit to the County that complies with the applicable provisions of the Florida Statutes for public construction bonds and is in a form acceptable to the County Attorney's Office. The security instrument shall be made payable to the County in the amount of one hundred ten percent (110%) of the construction costs of the improvements being constructed and shall remain in effect until the improvements being constructed have been completed and the road or section of road has been accepted by the County. The Construction Contract applicable to the Project shall contain a warranty of the work performed which shall be in force and effect for a period of eighteen (18) months from the date on which the County accepts ownership and maintenance responsibility for the Project. The Developer shall additionally provide to the County a maintenance bond or, if acceptable to the County, an irrevocable letter of credit, in the amount of ten percent (10%) of the total construction cost for a period of eighteen (18) months from the date on which the County accepts ownership and maintenance responsibility for the road. In the event the Developer defaults on the construction of the Project, the County shall utilize the payment and performance bond or letter of credit to complete the work for the Project.

8. **Responsibility for Costs and Maintenance.** Unless Developer elects in its sole and absolute discretion to design, permit and build all four (4) lanes of the Project, Developer shall only bear the full responsibility for payment of all financial obligations for improvement of the Project lying within the established right-of-way of the Sawgrass Bay Boulevard Extension Project, which roadway will be constructed to County standards. The County shall cooperate with the Developer to facilitate all matters to be undertaken by or on behalf of the County as otherwise provided herein.

9. **Insurance.** Notwithstanding the foregoing performance bond requirement, and without waiving such performance bond requirement, the Developer shall maintain, or cause its agents and contractors to maintain, Commercial General Liability coverage for all operations in connection with the Project and this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00 per occurrence, Combined Single Limits (CLS) or its equivalent. The general aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

The Board of County Commissioners shall be specifically included as an additional insured under said policy and said insurance shall include a provision that cancellation of the coverage shall not be effective until thirty (30) days prior written notice is provided to the

County. Certificates of insurance or renewals thereof shall be produced by the Developer at each stage of the construction project until the County accepts the Construction Project as provided for herein.

10. **Excusal from Performance by Governmental Acts.** If for any reason during the term of this Agreement, local, regional, or state governments or agencies (other than the County) shall fail to issue necessary permits or fail to grant necessary approvals for the Project, after the Developer has complied with all conditions precedent to receipt of such permits, to the extent that the requirements necessary to obtain such permits or approvals shall affect the ability of the Developer or the County to perform any of the terms hereof, this Agreement shall be renegotiated by the parties hereto to the extent reasonably feasible to cause the Project to comply with said requirements.

11. **Term and Nature of Agreement.** This Agreement shall become effective on the date on which this Agreement is executed by the last party hereto. The Developer shall undertake commercially reasonable efforts to complete the Project within the timeframe set forth in the Contractor's bid proposal and as agreed to in the Construction Contract. Each Project phase shall be completed within twenty-four (24) months following commencement of construction of the Project phase awarded. With the exception of the warranty requirements set forth herein, this Agreement shall terminate upon the completion of the Project, as evidenced by the County's issuance of a certificate of completion. If Developer fails to begin construction of the Project on or before five (5) years from the effective date of this Agreement, this Agreement will be null and void. If Developer is unable to obtain all necessary approvals for the construction of the Project from the County or any other governmental agency or is unable to negotiate a construction contract for the Project acceptable to Developer in its sole discretion, the sole remedy to the County shall be the termination of this Agreement and the Developer shall not be liable for, and the County shall not seek from the Developer, either damages or the specific performance of this Agreement; provided, however, that the conveyance of any property completed prior to the termination of this Agreement shall not be affected.

12. **Impact Fee Credits.**

A. The County agrees to provide Transportation Impact Fee Credits to Developer for (a) the Design, Permitting and Construction costs of the first two (2) lanes of the Sawgrass Bay Boulevard Extension Project from its current terminus through the Avalon Groves Property to the easterly property line, which is the Lake/Orange County line, (b) the appraised value of the North Road Right of Way (excluding area for donated Stormwater Pond 1) to be dedicated by Developer pursuant to 3(B)(i) above, and (c) to the extent constructed by Developer pursuant to 3(B)(ii) above, the design, permitting grading and construction for the two (2) additional lanes of the Sawgrass Bay Boulevard Extension Project. Developer shall be entitled to Transportation Impact Fees Credits for construction of the Non-Site Related Improvements, which includes the cost of designing, permitting and engineering any and all Non-Site Related Improvements related to the Project as approved by the County. The final estimated cost and expense of the construction of the Non-Site Related Improvements, as that term is defined in the Lake County Code, is shown in the Cost Estimate in **Exhibit F**, prepared by the Developer's Engineer, attached hereto and by this reference made a part hereof. Prior to bidding of the Project construction phase for the Non-Site Related Improvements or any portion thereof, a final

estimate shall be prepared, signed and sealed by an engineer licensed to practice in the State of Florida and provided to the County (the "Estimate"). Upon approval of the Estimate and any preconstruction meetings required by the County Engineer, the Developer may proceed with bidding of the Project. In no event shall the amount of Transportation Impact Fee Credits awarded exceed the actual construction cost of the Non-Site Related Improvements constructed. In the event that final construction cost bid amount is greater than 120% of the Cost Estimate in **Exhibit F** for the construction costs, the County has the option to require the Developer to re-advertise and rebid the Project incorporating any changes required by the County to lower the cost of the Project, which may include revisions to the Construction Plans and the Specifications and Bid Package. If Developer refuses to rebid the Project, or the County does not find the final bid amount acceptable from the bid or rebids, the County may terminate this Agreement.

B. Design and permitting costs shall be reimbursed as set forth in paragraph 5 above. The Transportation Impact Fee Credits for design costs, including professional fees, permitting, and mitigation shall be provided to Developer upon final approval by the County of the plans for the Project (all phases of the Sawgrass Bay Boulevard Extension), receipt by Developer of all permits, right of way dedication and approvals necessary for the design, permitting and grading for the two (2) additional lanes.

C. To the extent there is an increase in the actual cost and expense of the Non-Site Related Improvements as a result of any change order to the plans and specifications, or the modification of the design of the Project as requested or approved by the County, as actual construction of the improvements progresses, the County shall reimburse the Developer in Transportation Impact Fee Credits in an amount equal to the increase in cost and expense resulting from such change order(s). To the extent there is a decrease in the total cost and expense of the Non-Site Related Improvements as a result of any change order(s) to the plans and specifications or construction of the roadway as requested or approved by the County, as actual construction of the improvements progresses, the amount of reimbursement to Developer shall be decreased in an amount equal to the total decrease in the cost and expense resulting from such change order(s).

D. Upon completion and acceptance of the Project by the County, the Developer shall have the authority to assign or transfer Transportation Impact Fee Credits, once granted by the County, from its respective properties or projects to another property or project within the same Impact Fee District in accordance with Section 22-40, Lake County Code.

E. In the event Developer is unable to comply with a material time deadline associated with this Agreement through no fault of the Developer or due to a force majeure event, the parties shall memorialize an extension to the respective time deadline through a duly authorized change order to extend the respective time for performance. However, the parties hereby agree that the County shall be able to partially reduce the amount of Transportation Impact Fee Credits to be granted to Developer in an amount not to exceed fifty percent (50%) of the total Transportation Impact Fee Credits for the design or construction of the Project in the event the Developer willfully and decisively fails to comply with any material time deadline performance under this Agreement, and the parties, following good faith efforts, are unable to enter into a duly authorized change order extending the time for performance.

F. No later than thirty (30) days after completion and acceptance of each Project Construction Phase by the County and the dedication of the right of way, the County shall provide Developer with written notification of the release of the Transportation Impact Fee Credits for that Phase upon receipt of a letter from the Developer requesting such release.

G. In consideration of Developer's construction of the first two (2) lanes of the Project and Developer's dedication of the requisite North Road Right of Way and easements necessary for the Sawgrass Bay Boulevard Extension, at the time Developer is entitled to release of the Transportation Impact Fee Credits set forth in Section 12(F) above, County agrees that the Avalon Groves Property shall be considered in compliance for County transportation concurrency purposes for that Phase of the PUD development not to exceed Developer's Intended Use.

H. Transportation Impact Fee Credits for the Construction costs in Exhibit F shall not be released to the Developer until an Interlocal Agreement or MOU has been executed by the Lake County Board of County Commissioners and the Orange County Board of County Commissioners in which both counties support the construction of a Collector Road beginning at Sawgrass Bay Boulevard connecting US Hwy 27 in Lake County through the Lake County/Orange County line to Flemmings Road and then to CR 545 in Orange County.

I. Prior to a Interlocal Agreement or MOU by and between Lake County and Orange County addressed in paragraph 12(H) above, the Developer may choose to provide the County with an irrevocable letter of credit (LOC) issued by an acceptable financial institution located in the State of Florida and in a form acceptable to the Lake County Attorney's Office, or provide a cash escrow pursuant to an escrow agreement acceptable to the County and to be held by the Lake County Clerk of the Circuit Court as the escrow agent, in an amount equal to the estimated Transportation Impact Fee Credits to be granted to Developer. Developer will be allowed to receive Transportation Impact Fee Credits for design and permitting of the Project completed prior to and with the initial phase of construction and impact fee credits for each subsequent phase of construction thereafter, with a maximum amount of allowable credits no greater than fifty percent (50%) of the cost of the total Project (all phases) until the Interlocal Agreement or MOU described in paragraph 12(H) above is executed. The estimated amount of total Transportation Impact Fee Credits available to Developer, prior to the Interlocal Agreement or MOU being executed, is \$2,593,076.00 which is 50% of the estimated construction cost for the first two (2) lanes of construction, as shown in **Exhibit F**.

Upon acceptance of the letter of credit or cash escrow agreement by the County, the County agrees to release to the Developer fifty percent (50%) of the Transportation Impact Fee Credits for the Project, in the increments described above, and shall provide the Developer with written notification of the release. After entry of an Interlocal Agreement or MOU between Lake County and Orange County as discussed in paragraph 12(H) above, the County agrees to release the irrevocable letter of credit or cash escrow addressed in this paragraph. If within two (2) years from the date of the written notification from Lake County to Developer of the release of the Transportation Impact Fee Credits, Orange County and Lake County have not jointly executed a Interlocal Agreement or MOU regarding, or if Orange County has refused to support, a connection of Sawgrass Bay Boulevard up and through the Lake/Orange line to Flemmings

Road and then to CR545, so as to create a Collector Road, the County may draw on the security, without prior approval of the Developer.

The parties agree that the security addressed in this paragraph 12(I) is separate and apart from the requirements of paragraph 7 of this Agreement. If the Developer chooses to provide security under this paragraph in order to request an early release of Transportation Impact Fee Credits, the Developer understands and acknowledges that it does not waive its requirements to provide to the County a payment and performance bond and a maintenance bond as required in this Agreement.

J. The Transportation Impact Fee Credits for the North Road Right of Way, once negotiated between the County and Developer, and transferred to the County, shall be excluded from the language of paragraphs 12(H) and 12(I) of this Agreement.

K. The Transportation Impact Fee Credits for the Engineering, Design, Permitting and Mitigation identified in paragraph 5(A) and Exhibit E of this Agreement shall be excluded from the language of paragraphs 12(H) and 12(I) of this Agreement.

13. Roadway Access from Other Properties Adjacent to Development. Nothing herein shall prohibit adjacent properties or other properties from connecting to the Sawgrass Bay Boulevard for future development purposes. Lake County proposes to construct a road north from Sawgrass Bay Boulevard to tie in to the future Wellness Way Corridor and thence to Hartwood Marsh Road through the area identified in Section 3.B.i of **Exhibit C**. In addition, there is a strip of land being approximately ten (10) feet in width along the west side of the Project alignment between Station 26 to Station 31 on the road construction plans, also shown on **Exhibit C** as “West Access Area,” which shall be reserved by Developer for future access to Sawgrass Bay Boulevard from adjacent properties. Developer will negotiate in good faith with the adjacent property owner for proportionate share of water and sewer utility access. The road access will be handled through the normal County procedures, including requirements of turn lanes for additional access locations.

14. Compliance with Laws and Regulation. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

15. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a party at the address set forth below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Developer

Avalon Groves, LLC
24151 Ventura Blvd.
Calabasas, California 91302

County

Lake County Board of County Commissioners
Attn: County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

With copy to:

Shutts & Bowen LLP
Attn: Daniel T. O'Keefe, Esq.
300 S. Orange Av., Suite 1000
Orlando, Florida 32801

With copy to:

Lake County Department of Public Works
Attn: County Engineer
P.O. Box 7800
Tavares, Florida 32778

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

17. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

18. **Time is of the Essence.** Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement. For purposes of the time requirements hereunder, such time frames shall, unless otherwise specifically stated herein, (i) not include the day from which the period commences; (ii) if less than six (6) days, be construed to exclude any Saturday, Sunday or legal holiday; and (iii) if six (6) days or more, be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday or legal holiday in the state where such condition or covenant is to be performed, such period shall extend to the first business day thereafter.

19. **Non-Waiver.** No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, of the same or of any other objection of performance incumbent upon that party. Failure on the part of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law, or in equity.

20. **Construction of Agreement.** This Agreement shall not be construed against either party on the basis of it being the drafter of the Agreement. The parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be

deemed to explain, modify, amplify or aid in the interpretation, construction or meaning of the Agreement.

21. **Reasonable Approval.** In those instances in this Agreement in which a party's approval, consent or satisfaction is required, and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

22. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, Developer shall comply with the Florida Public Records' laws, and shall:

A. Keep and maintain public records required by the County to perform the service.

B. Upon request from the County's custodian of public records, provide the County 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.

C. Ensure that public records that are exempt or confidential and exempt from 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 Developer does not transfer the records to the County.

D. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of Developer or keep and maintain public records required by the County to perform the service. If Developer transfers all public records to the County upon completion of the contract, Developer shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the contract, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PUBLIC WORKS, ATTN: FRED SCHNEIDER, P.O. BOX 7800, 350 N. SINCLAIR AVE, TAVARES, LAKE COUNTY, FL, OR AT 352-253-6000 OR VIA EMAIL AT FSCHEIDER@LAKECOUNTYFL.GOV.

23. **Records and Audits.** The Developer shall maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the Developers' place of business at all reasonable times during the term of this Agreement and for ten (10) years from the date of final

payment under this Agreement for audit or inspection by the County upon five (5) business day's prior written notice.

24. **Equal Opportunity Employment.** The Developer agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

25. **Authority.** Each of the parties hereto represent and warrant to each other that they have all necessary power and authority to enter into and consummate the terms and conditions of this Agreement and that all acts, approvals, procedures and similar matters required in order to authorize this Agreement have been taken, obtained or followed, as the case may be, and that this Agreement shall be valid, binding, and enforceable against the Developer and the County and their successors and assigns.

26. **Breach.** In the event of a breach hereof by either party hereto, then the other party hereto shall have all rights and remedies allowed by law, including the right to specific performance of the provisions hereof.

27. **Amendment.** This Agreement may only be amended by an instrument in writing executed by the parties hereto or their successors in interest.

28. **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 this 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 effectuated. To that end, this Agreement is declared severable.

29. **Assignment.** The parties acknowledge that the Developer intends to assign its rights, obligation and responsibilities under this Agreement to VK Avalon Groves, LLC, a foreign limited liability company authorized to do business in the State of Florida. In the event that Developer intends to assign this Agreement and its rights, obligations and responsibilities hereunder to any individual or entity other than VK Avalon Groves, LLC, Developer shall obtain prior written approval of the County. It is understood and agreed by the parties that upon an assignment, the assignor shall be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement.

30. **Disclaimer of Third Party Beneficiaries.** No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto, except any successors in interest of the Development or the County.

31. **Governing Law.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida.

32. **Land Use Approvals.** This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or

development approvals, permissions or rights with respect to the Development Projects, nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions or rights, except as specifically set forth herein..

33. Indemnity. The Developer shall protect, defend, indemnify, and hold harmless, the County, its officers, commissioners, council members, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, including a reasonable attorney's fee or other expenses or liabilities, of every kind and character resulting from any error, omission, or negligent act of the Developer itself, its agents, employees, or representatives in the performance of its obligations under this Agreement.

34. Exhibit List. The following Exhibits are attached hereto and by this reference made a part hereof:

- Exhibit A Avalon Groves Property Legal Description
- Exhibit B Sawgrass Bay Boulevard Typical Cross Section Design
- Exhibit C Sawgrass Bay Boulevard Alignment, Phases, North Road Right of Way, and West Access Area
- Exhibit D PUD Ordinance #2016-20; Avalon Groves Planned Unit Development
- Exhibit E Engineering Fee Cost Estimate
- Exhibit F Construction Cost Estimate
- Exhibit G Lake County Standard Guidelines for Roadway Design

{Remainder of page left intentionally blank.}

Agreement between Lake County and Avalon Groves, LLC for Sawgrass Bay Boulevard Extension Project

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the date and year below written: County, through its Board of County Commissioners, signing by and through its Chairman, and Developer, through its duly authorized representative.

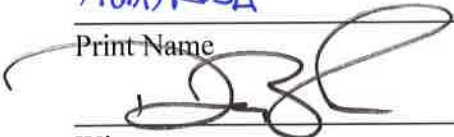
Signed, sealed and delivered in the presence of 2 witnesses:



Witness

TONO ROSA

Print Name



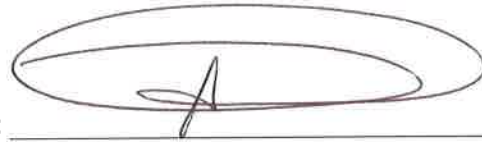
Witness

DENNIS BUSH


Print Name

DEVELOPER

AVALON GROVES, LLC, a Delaware limited liability company doing business as Avalon Groves of Florida, LLC



By:

Bryce Brunsting
~~Chief Operating Officer~~ 
AUTHORIZED REPRESENTATIVE

This 26th day of AUGUST, 2016.

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange } S.S.

On August 26th, 2016 before me, Jin Li, Notary Public
Name of Notary Public, Title

personally appeared Byrle Brunsting
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Road Improvement

containing 22 pages, and dated 08/26/16

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information
Method of Signer Identification
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # <u>1</u> Entry # _____
Notary contact: _____
Other
<input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____

Agreement between Lake County and Avalon Groves, LLC for Sawgrass Bay Boulevard Extension Project

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Sean M. Parks
Chairman

This ____ day of _____, 2016.

Approved as to form and legality:

Melanie Marsh
County Attorney

Exhibit A

Avalon Groves Property Legal Description

MARINA LANDING, INC. (PARCEL 1)

The Northwest 1/4; and the Northwest 1/4 of the Northeast 1/4; and the South 1/2 of the Northeast 1/4; and the North 1/4 of the Southeast 1/4; all in Section 13, Township 24 South of Range 26 East of the Tallahassee Meridian, in Lake County, Florida; Less the Northwest 1/4 of the Northwest 1/4, Section 13, Township 24 South, Range 26 East, Lake County, Florida.

TOGETHER WITH all right, title and interest in and to Easements more particularly described in the following instruments of record.

Roadway Easement Agreement filed in Official Records Book 986, Page 934; as modified by Modification of Roadway Easement Agreement filed in Official Records Book 1486, Page 923, Public Records of Lake County, Florida; and Stipulation filed in Official Records Book 921, Page 246, Public Records of Lake County, Florida; and Easement for Ingress and Egress filed in Official Records Book 1483, Page 2313, Public Records of Lake County, Florida.

Being subject to any rights-of-way, restrictions and easements of record.

ORANGE BLOSSOM HILLS, INC. (PARCEL 2)

PARCEL 1:

The South 1/4 of the Southeast 1/4, The South 1/2 of the Southwest 1/4, The East 3/4 of the North 1/2 of the Southwest 1/4 of Section 13, Township 24 South, Range 26 East, Lake County, Florida.

PARCEL 2:

The South 3/4 of the East 1/2 of the Southeast 1/4 of the Southeast 1/4; BEGIN at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4, run Southwesterly to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4, South to South line of Section, East to Southwest corner of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4, North to POINT OF BEGINNING; all being in Section 14, Township 24 South, Range 26 East, located in Lake County, Florida.

PARCEL 3:

BEGIN at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4, run Southeasterly to Southeast corner of Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4, North to Section line, thence West to POINT OF BEGINNING; North 1/4 of the Northeast 1/4 of the Northeast 1/4; all being in Section 23, Township 24 South, Range 26 East, located in Lake County, Florida.

PARCEL 4:

The North 1/2 of the Northeast 1/4, Section 24, Township 24 South, Range 26 East, located in Lake County, Florida.

PARCEL 5:

BEGIN at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, run Northeasterly to Northeast corner of Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, thence West to the Northwest corner of Section, thence South to **POINT OF BEGINNING**; being in Section 24, Township 24 South, Range 26 East, located in Lake County, Florida.

Together with easement granted in Warranty Deeds recorded in Deed Book 361, Page 371, and in Deed Book 372, Page 442 of the Public Records of Lake County, Florida.

Being subject to any rights-of-way, restrictions and easements of record.

BLR - AVALON LAKES LLC (PARCEL 3)

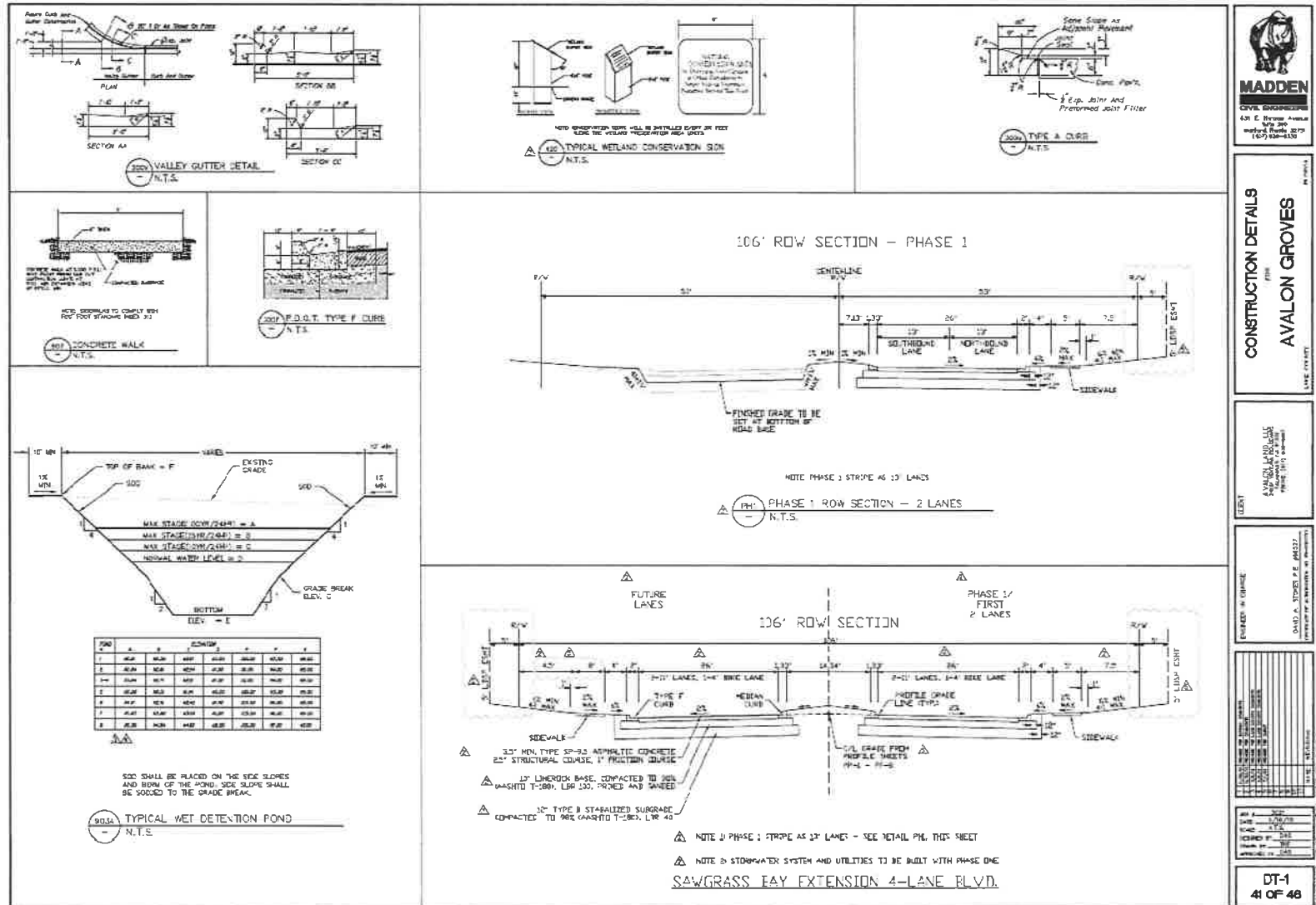
The Northwest 1/4 of the Southwest 1/4, The Southeast 1/4 of the Northeast 1/4, The Northeast 1/4 of the Southeast 1/4, The Southwest 1/4 of the Northeast 1/4, The Northwest 1/4 of the Southeast 1/4, The Northeast 1/4 of the Southwest 1/4, The Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 all in Section 24, Township 24 South, Range 26 East, Lake County, Florida.

AND:

The Northwest 1/4 of Section 24, Township 24 South, Range 26 East, Lake County, Florida, **LESS AND EXCEPT** the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4, **AND LESS AND EXCEPT:** Begin at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 24; run thence Northeasterly to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4; thence run West to the Northwest corner of said Section 24, thence South to the **POINT OF BEGINNING**.

Being subject to any rights-of-way, restrictions and easements of record.

Exhibit B - Sawgrass Bay Boulevard Typical Cross Section Design



MADDEN
CIVIL ENGINEERING
431 E. Highway Avenue
Suite 200
Avalon Groves, FL 32715
(817) 632-8100

CONSTRUCTION DETAILS
FOR
AVALON GROVES

LAWYER

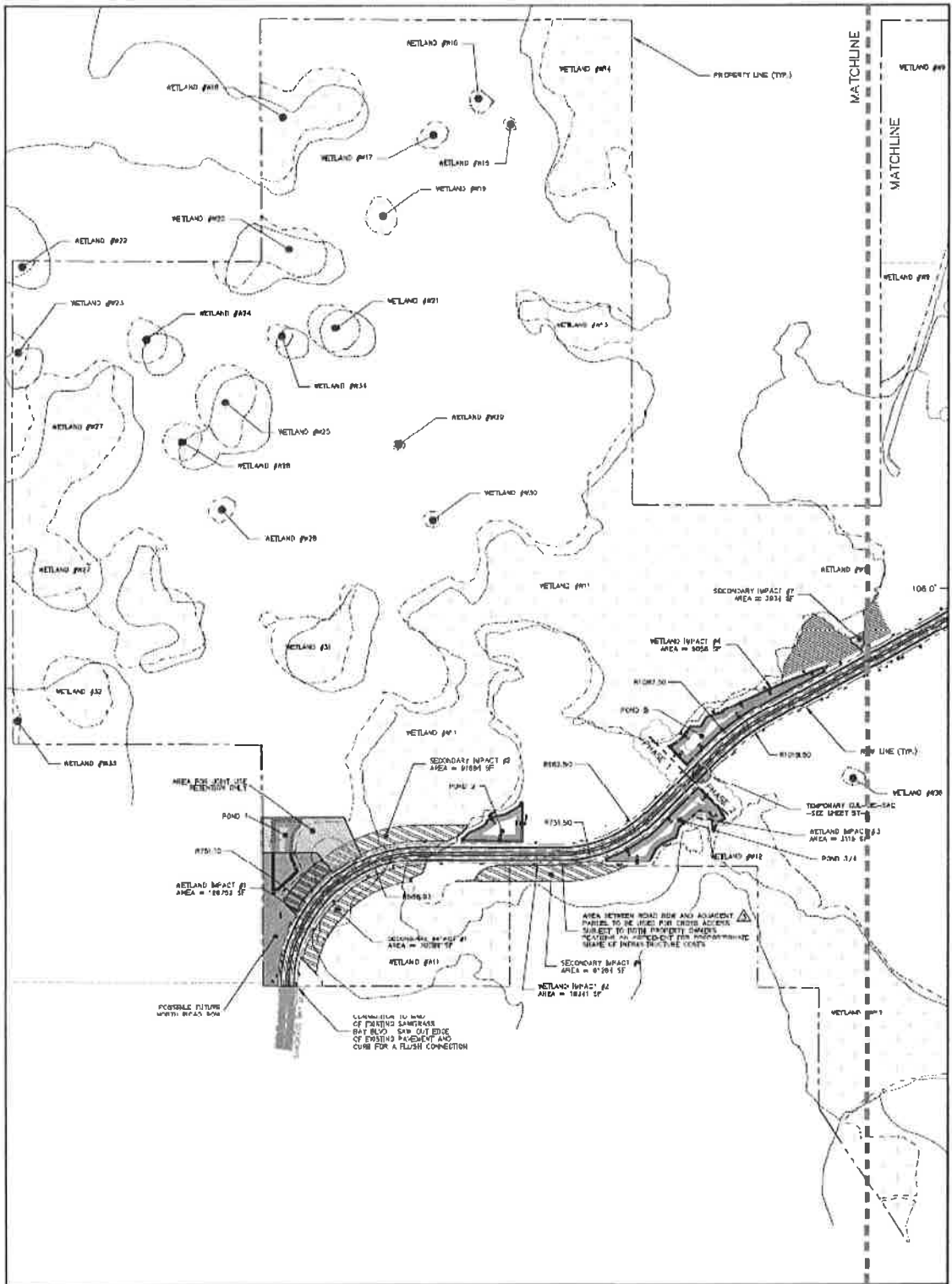
AVALON GROVES
LAWYER

ENGINEER IN CHARGE
DAVID A. STOKES, P.E., AASHTO
REGISTERED PROFESSIONAL ENGINEER

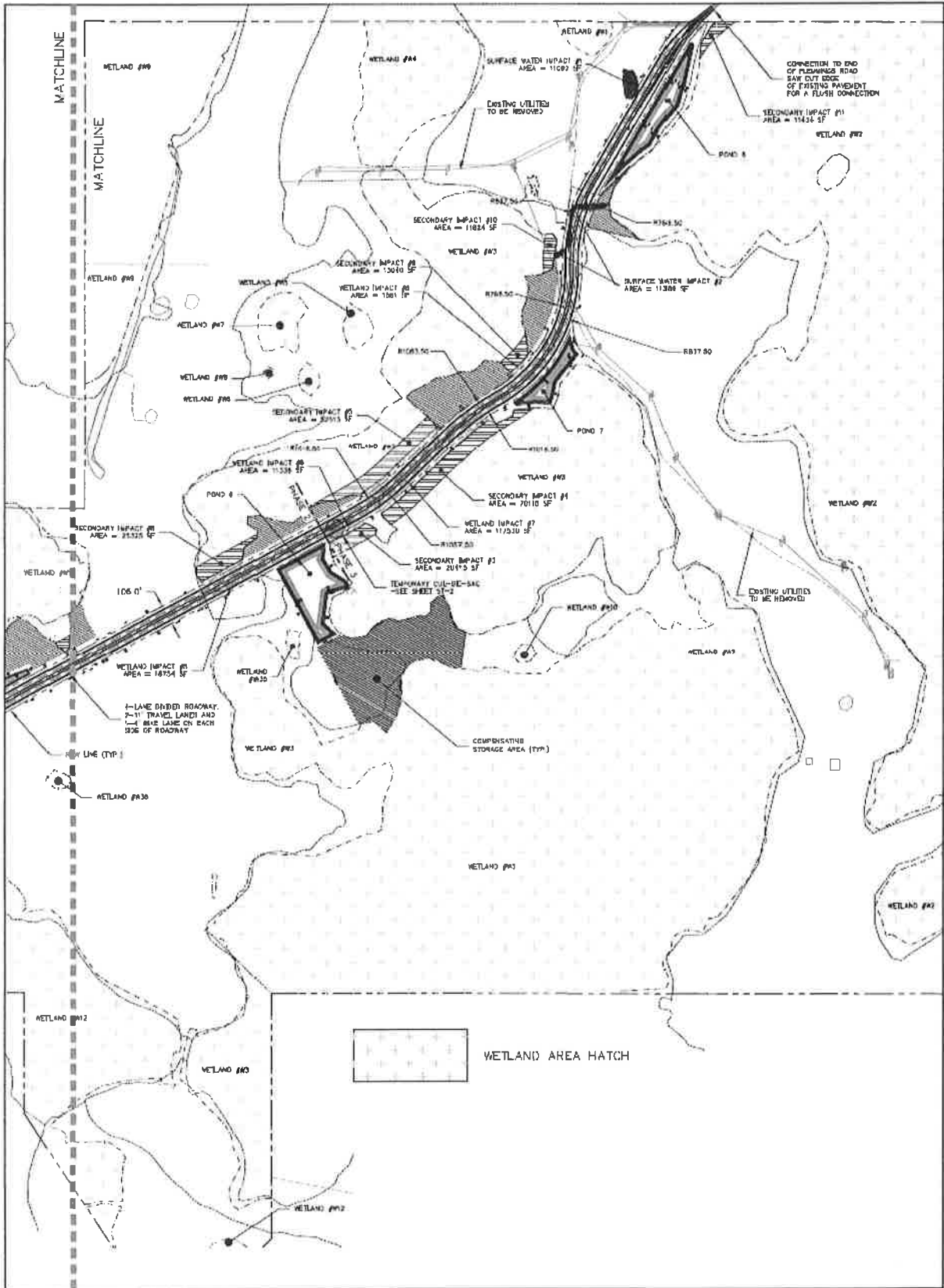
DATE 2/20/18
SCALE 1"=20'
DESIGNED BY DSS
DRAWN BY JSE
CHECKED BY JSS

DT-1
41 OF 48

Exhibit C - Sawgrass Bay Boulevard Alignment, Phases, North Road Right of Way, and West Access Area



<p>DATE: 8/25/16 DRAWN BY: J. B. BROWN CHECKED BY: J. B. BROWN APPROVED BY: J. B. BROWN TITLE: CIVIL</p>	<p>DATE: 8/25/16 DRAWN BY: J. B. BROWN CHECKED BY: J. B. BROWN APPROVED BY: J. B. BROWN TITLE: CIVIL</p>	<p>ENGINEER IN CHARGE JAMES A. STUBBS P.E. #8887 OFFICE OF PROFESSIONAL SERVICES</p>	<p>AVALON LAND, LLC 149 SOUTH BLVD GAINESVILLE, FL 32609 813-353-4447</p>	<p>OVERALL SITE PLAN FOR AVALON GROVES LAKE COUNTY, FLORIDA</p>	<p>MADDEN CIVIL ENGINEERING 1000 N. UNIVERSITY BLVD SUITE 200 GAINESVILLE, FL 32609 352-375-8000</p>
--	--	--	--	---	--



<p>OW-2</p>	<p>DATE: 08/25/16</p> <p>BY: [Signature]</p>	<p>DESIGNED BY: CHADLER</p> <p>DAVID A. TODD P.E. PRINCIPAL</p> <p>OFFICE OF PROFESSIONAL REGISTRATION NO. 001000000</p>	<p>AVALON LAND, LLC</p> <p>2500 WOODBURN BLVD</p> <p>CLARKSBURG, VA 22125</p> <p>404-222-0001</p>	<p>OVERALL SITE PLAN</p> <p>FOR</p> <p>AVALON GROVES</p> <p>LAKE COUNTY FLORIDA</p>	<p>MADDEN</p> <p>200 E. JACKSON AVENUE</p> <p>MILWAUKEE, WI 53212</p> <p>TEL: 414-224-2000</p> <p>WWW.MADDENENGINEERS.COM</p> 
	<p>SCALE: AS SHOWN</p>	<p>DATE: 08/25/16</p>	<p>DATE: 08/25/16</p>	<p>DATE: 08/25/16</p>	<p>DATE: 08/25/16</p>

Exhibit D – PUD Ordinance #2016-20; Avalon Groves Planned Unit Development

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**ORDINANCE NO. #2016-20
Avalon Groves Planned Unit Development (PUD)
RZ-16-11-1**

**AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS
AMENDING THE LAKE COUNTY ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, David B. Langhout (the "Applicant") has submitted a rezoning application on behalf of Avalon Groves, LLC – Steven Porath, Senior Vice President (the "Property Owner") requesting a one time, two (2) year extension to commence development as available under Planned Unit Development (PUD) Ordinance #2012-10, Section 1 (P); and

WHEREAS, the Subject Property consists of approximately 985 +/- acres, located in the South Lake County area east of the Sawgrass PUD and west of Orange County in Sections 13-14, 23-24, Township 24 South, Range 26 East, currently having Alternate Key Number(s) 1101701, 1031486, 1031605, 1594839, 1031648, 1101816, 1031621, 1031613, 3636112, 1101824, and 3884039 more particularly described as follows:

**LEGAL DESCRIPTION:
(EXHIBIT "A" – ATTACHED)**

WHEREAS, on the 24th day of January, 2012, the Board of County Commissioners approved PUD Ordinance #2012-10 regarding the Avalon Groves Planned Unit Development; and

WHEREAS, Section 1(P) of PUD Ordinance #2012-10 requires physical development to commence within three (3) years from the Ordinance approval date and provides the Board of County Commissioners with the ability to grant, via public hearing, a one (1) extension for a maximum of two (2) years upon a showing that reasonable efforts have been made towards securing the required approvals and commencement of work; and

WHEREAS, the subject property is located within the Rural Transition and Urban Low Density Future Land Use Categories and is located within the Wellness Way Urban Service Area (WWUSA) as shown on the Lake County Comprehensive Plan Future Land Use Map; and

WHEREAS, the Lake County Planning and Zoning Board reviewed petition FZ-16-11-1 on the 27th day of April, 2016, after giving Notice on petition for a change in the use of land, including a notice that said petition would be presented to the Board of County Commissioners of Lake County, Florida, on the 17th day of May, 2016; and

WHEREAS, the Board of County Commissioners reviewed said petition, the recommendations of the Lake County Zoning Board, Staff Report and any comments, favorable or unfavorable from the Public and surrounding property owners at a Public Hearing duly advertised; and

WHEREAS, upon review, certain terms and conditions pertaining to the development of the above described property have been duly approved, and

NOW THEREFORE, BE IT ORDAINED, by the Board of County Commissioners of Lake County, Florida, that the Zoning Rules and Regulations of Lake County, Florida, be altered and amended as they pertain to the above subject property subject to the following terms:

1 **Section 1.** Terms: The County Manager or designee shall amend the Lake County Zoning Map in
2 accordance with this Ordinance. Where there is a conflict between this PUD Ordinance and Lake County
3 Land Development Regulations (LDR), the terms of this Ordinance shall take precedence. This Ordinance
4 shall rescind and replace PUD Ordinance #2012-10.
5

6 The uses of the property shall be limited to the uses specified in this Ordinance and generally consistent
7 with the Conceptual Master Plan attached hereto as Exhibit B. To the extent there are conflicts between
8 Exhibit B and this Ordinance, this Ordinance shall take precedence.

9 **A. Land Uses:**

10 **1. Residential Development:**

- 11 a. Density. 1,659 dwelling units including up to 800 multi-family units (including Paired
12 Homes/Duplexes).
13 b. Common Facilities: All amenities such as clubhouses, common areas, community pools and
14 recreational facilities for each residential phase shall be completed prior to issuance of a
15 Certificate of Occupancy on 25% of the residential dwelling units in each residential phase.
16 c. Accessory dwelling units.
17 i. Shall be limited to one unit per legally created lot.
18 ii. Accessory dwelling size - 1,200 maximum square feet or no greater than 40% of the air
19 conditioned living area of the principal dwelling unit.
20 iii. For each lot for which an accessory dwelling unit is approved, a covenant, or similar legally
21 binding instrument, shall be recorded prior to certificate of occupancy stipulating that the
22 parcel shall not be further subdivided.
23 d. Model Homes and Sales Centers. Construction of model units, sales centers and temporary
24 parking lots associated with model units or sales centers and located on an adjoining lot shall
25 be allowed. Up to seven (7) Model homes can be started prior to each final plat via metes and
26 bounds.

27 **2. Commercial/Office/Retail Development:**

- 28 a. Up to 350,000 square feet, comprising retail, commercial and office uses excluding institutional
29 uses.
30 b. Uses shall be consistent with those permitted in the Land Development Regulations for the
31 Neighborhood Commercial (C-1) Zoning District
32 3. Institutional Uses. Up to 175,000 square feet of civic uses and schools are permitted within the
33 development, subject to the maximum floor area and impervious surface ratios of the underlying
34 future land use category.

35 **4. Short-term rentals:**

- 36 a. There shall be no restriction on the duration of the rental term of any units in this planned unit
37 development.

38 **5. Phasing:**

- 39 a. Commercial/Office/Retail Phasing Program – The nonresidential phasing program shall ensure
40 that the rate of nonresidential development approval coincides with the rate of residential
41 development approval as specified in the table below.
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Table 1

Minimum Commercial/Office/Retail Phasing in Urban Low Future Land Use area

Residential development (units)	Minimum commercial/office/retail floor area	Cumulative required commercial/office/ retail floor area
500 units	20,000 SF	20,000 SF
1,000 units	20,000 SF	40,000 SF
1,659 units	20,000 SF	60,000 SF

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Note: Upon the completion of each residential plat, the Developer shall submit a Monitoring Report for review that documents approved nonresidential floor area and number of residential units at the time of application. Mixed use phases shall demonstrate compliance with this requirement upon each application. For the purposes of this report nonresidential shall mean commercial, retail or office.

Table 2
 Proposed Residential Units

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North Tract	Land Use	AC	DU/AC	Units
Rural Transition* FLU Designation	Residential**	188.98	1 du/5 acre	38
			1/3 du/net acre	63
	Wetlands	92.23	0.20	18
Total:		281.21		207 max

* Residential development of equal to or greater than 1 unit per 3 acres shall be clustered and developed as a Rural Residential Subdivision

** This calculation is based on 50% open space (O/S) provided per Rural Transition Future Land Use for rural conservation subdivision as specified herein and the Comprehensive Plan, as amended, for development of 1 unit per acre. Thirty-five percent open space shall be provided for densities of 1 unit per 3 acres or less.

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South Tract	Land Use	AC	DU/Net AC	Units
Urban Low FLU Designation	Residential	231.59		
	Village Center	10.00		
Subtotal:		345.07	4.0	1,380
Wetlands		359.31	0.20	72
Total:		704.38	2.1	1,452

* 25% open space (O/S) per Urban Low Future Land Use is required.

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B. Dimensional Standards

1. Commercial/Office/Retail/Institutional requirements:
 - a. Landscape buffers fences or walls, shall not be required between commercial or mixed (residential/commercial) uses within this planned unit development except to visually screen parking, loading or storage areas.
 - b. No setback shall be required between commercial buildings such as retail or office and the sidewalk. For retail or office uses on internal streets other than the extension of Sawgrass Bay Boulevard, setbacks may include paved surfaces of concrete or individual pavers that function as an extension of the sidewalk.
 - c. Parking shall not be located between the front of a commercial building and the extension of Sawgrass Bay Boulevard. A maximum of one row of parking may be permitted where a tree buffer of at least ten feet is provided between the parking and the edge of right of way.
 - d. All dimensional standards shall comply with Florida Fire Prevention Codes, applicable National Fire Protection Codes and Lake County Fire Protection Standards.

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2. Residential requirements:
 a. Single Family Residential Dimensional Standards

Minimum Dimensions	Single Family Attached (Townhomes)	Single Family Attached (Paired Homes)	Single Family Detached	Live / Work Unit
Front Setback:	10 feet from dwelling to adjacent road rights of way; 5 feet from dwelling to adjacent common space.			
Secondary Front Setback:	10 feet			
Side Setback:	5 feet for detached side or 0 feet for attached units (along the shared property line of common wall). Lot drainage easement shall be a minimum of 8-foot wide between structures.	0 feet. Minimum separation of 8 feet between structures for lot drainage easement.	0 feet. Minimum separation of 8 feet between structures or lot drainage easement.	5 feet for detached side or 0 feet for attached units (along the shared property line of common wall). Lot drainage easement shall be a minimum of 8-foot wide between structures.
Rear setback:	5-feet or 4 feet from an alley			
Front garage setback	Garages shall be setback at least 20 feet from the front property line.			
Lot Width (in feet)	15	20	23	20
Lot Depth (in feet)	50	50	60	50
Unit Width (in feet)	15	18	18	18
Living Area (in feet)	600	500	650	500

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b. Multi-Family Residential Dimensional Standards

Minimum Dimensions	Multi-family
Front:	10 feet from face of curb
Secondary Front	15 feet
Side:	15 between adjacent buildings
Rear setback:	10 feet

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Notes on Residential Standards:

- (1) Minimum as measured from the property line.
- (2) Front-loaded, rear-loaded, or shared parking lots are permitted.
- (3) Balconies, porches, stoops, bay windows and roof overhangs may encroach upon front setback and corner lot side setback up to 3 feet. Balconies and roof overhangs may encroach upon rear setback.
- (4) On-street parking may be used to satisfy parking requirements.
- (5) Minimum of one off-street parking space per unit is required
- (6) Pools or screen rooms shall be subject to the 5 foot rear setback.
- (7) Driveways shall be setback 2 feet from the side property line or 0 feet if shared driveway.
- (8) Lighting and Signage shall comply with the LDR, as amended.
- (9) Residential Driveway connections to Sawgrass Bay Boulevard extension are prohibited, except for connections for livework units developed as part of a mixed use phase.

c. Definition of Housing Types

For the purpose of this Planned Unit Development the following terms shall be defined as:

- i. **Single Family Detached:** A single residential unit on a single platted lot that is a single building not physically connected to any other unit.*
- ii. **Paired Homes (Duplex):** A single residential unit that is separately owned and platted but may be attached on one side along a lot line to an additional single family unit.
- iii. **Single Family Attached (Townhome):** A single residential unit that is separately owned and platted but may be attached on one or both sides along a lot line to additional single family units.
- iv. **Multi-family:** A building containing multiple residential units on a single lot that are intended to be collectively managed by an apartment manager or condo association.
- v. **Live/Work:** An attached single-family dwelling that contains a flexible space that may be used for commercial purposes. Up to 50% of the square footage may be used for commercial purposes.*

* The addition of an accessory dwelling unit does not change the definition of a single family unit.

C. Impervious Surface Ratio:

- 1. Urban Low future land use – shall not exceed .60 within the total developable area.
- 2. Rural Transitional future land use – shall not exceed .30 within the developable area.
- 3. Impervious surface area shall not exceed 0.90 on any given individual residential, mixed use, or commercial lot providing the development phase as a whole does not exceed the maximum impervious surface ratio of the underlying future land use category.

D. Building height:

- 1. 50-feet (maximum) for residential structures
- 2. 75-feet (maximum) for non-residential and civic structures

E. Site Design and Development Guidelines:

- 1. All development shall be in accordance with the design standards specified in the Comprehensive Plan and Land Development Regulation, as amended.

- 1 2. All development shall consist of functional areas in accordance with Traditional Neighborhood
2 Design principles including neighborhoods which include a Neighborhood Core, Neighborhood
3 Proper, and Neighborhood Edge.
4 a. Each Neighborhood Core shall contain higher density housing types, as well as:
5 i. Civic uses/spaces or Recreation uses; and
6 ii. Commercial uses;
7 b. A minimum of one (1) Neighborhood Core consistent with Table 1 of this ordinance.
8 c. Neighborhood Proper areas shall include a range of housing densities and may also
9 include some civic or recreational uses and park space.
10 d. Neighborhood Edge areas will include lower density housing and provide edges to
11 transition to natural areas, wetlands and low intensity uses on adjacent properties. These
12 may also include civic and recreational uses or park space used to transition to natural
13 resource areas.
14 3. Pedestrian orientation: The maximum block length for all development shall not exceed 750-
15 feet.
16 4. Rural Conservation Subdivision development, within the Rural Transitional future land use:
17 a. One (1) dwelling unit per one (1) net buildable acre (maximum) may be permitted.
18 b. A minimum of 50% of the net buildable area of the Rural Conservation Subdivision shall be
19 dedicated as common open space. A conservation easement or similar recorded and
20 legally binding instrument, as allowed by law shall be recorded to preserve the open space
21 areas at plat or final development of each phase.
22 c. Half of the required open space shall be configured in a single contiguous tract for the
23 purposes of creating contiguous expanses of open space to include the most sensitive
24 habitat on each site. The open space shall include environmentally sensitive areas
25 adjacent to public conservation lands or adjacent rural lands, if present. An open space
26 management plan shall be incorporated into site plan or plats applications.
27 d. Open spaces shall be configured in a manner to create "edges" of distinction between rural
28 land uses and urban land uses.
29 e. Proposed subdivisions shall include a minimum of fifteen (15) net buildable acres for
30 development of rural conservation subdivisions in order to receive the one (1) dwelling per
31 acre density.
32 f. Compatibility with existing adjacent residential developments. In order to promote
33 compatibility with existing residential developments that are immediately adjacent to the
34 proposed development site, the applicant shall use one of the following measures:
35 i. A forested, or re-forested, or wetland buffer designed to screen the proposed new
36 development from the existing development, and is a minimum of 100 feet in depth,
37 shall be provided between the existing adjacent residential development and the
38 proposed new lots; or
39 ii. A vegetative buffer, which may be forested, or wetlands to create a minimum of 200
40 feet in depth shall be provided between the existing adjacent residential development
41 and the proposed new lots.
42 iii. Streets shall not cross wetlands unless other access is not practically feasible.
43 iv. Streets shall not traverse slopes greater than a 20 percent grade to facilitate low
44 impact design. If the Developer can demonstrate a hardship created by this
45 requirement, then a variance may grant such crossings.
46 g. Construction envelope and Low Impact Development principles and techniques shall be
47 used. Clearing and grading of treed areas, natural vegetation, and existing topography

- 1 should be limited to the minimum amount required to create buildable lots, construct
2 roadways, install required infrastructure including on-site septic systems, and allow
3 reasonable access for construction equipment. For this reason, a construction envelope
4 shall be established and denoted on all preliminary and final site designs and construction
5 documents. The construction envelope shall not exceed 30 feet beyond the building
6 footprint.
- 7 5. Interconnection; Interconnection of the proposed subdivisions with adjoining properties is
8 encouraged where there are no environmental constraints, as depicted on the conceptual plan.
9 If interconnection of a proposed subdivision with adjoining properties cannot be completed due
10 to the lack of roadway facilities or dedicated right-of-way on an adjacent property at the time
11 that the application is submitted, the future right-of-way required to develop this interconnection
12 shall be dedicated and shown on the final plat in lieu of construction of the interconnecting
13 roadway to the property line.
- 14 6. Parks:
- 15 a. A minimum of a 3.3 acre park shall be dedicated prior to approval of the 500th dwelling
16 unit.
- 17 **F. Public School Concurrency:**
- 18 The developer or Property Owner shall be solely responsible for mitigating public schools impacts
19 in accordance with concurrency management provisions specified in the Land Development
20 Regulations, as amended.
- 21 1. All development within two (2) miles of any school site shall provide 5-foot wide sidewalks that
22 connect to Sawgrass Bay Boulevard extension for the purpose of creating a walkable-network
23 to the schools.
- 24 2. The Property Owner or Applicant shall provide a conceptual master sidewalk/trail plan
25 demonstrating a viable connection network with parks and schools prior to the commencement
26 of the first phase of construction.
- 27 **G. Utilities:**
- 28 1. Solid Waste – The Developer or Property Owner shall demonstrate that all access ways are
29 designed to accommodate solid waste collection vehicles to Lake County standards, as
30 amended. Private solid waste collection may be provided with approval by the County Manager
31 or designee.
- 32 2. Water/Wastewater Facilities - Central potable water and wastewater service system shall be
33 provided by Utilities Incorporated (Inc.), its successor or by the developer. Septic systems or
34 individual potable water wells shall not be permitted.
- 35 3. Utilities shall be underground unless a variance is received.
- 36 4. Drainage/Stormwater Management/Floodplain/Surface Water Protection
- 37 a. Stormwater management plan shall be required with the submittal of a final development
38 order. Any facilities associated with the Sawgrass Bay Boulevard extension road within or
39 impacting Orange County shall be approved by Orange County, prior to approval of the
40 Construction Plan.
- 41 b. Development within the 100-year floodplain shall be solely for the storage of floodwaters
42 and for passive recreation and conservation facilities in accordance with the Land
43 Development Regulations, as amended.
- 44 c. The stormwater management system shall be constructed in accordance with St. Johns
45 River Management District (SJRWMD) permit requirements, and LDR, as amended.

- 1 d. Stormwater management facilities will be designed to minimize impacts to existing surface
2 waters.
3 e. Stormwater facilities for the Sawgrass Bay Boulevard extension may be used as a shared
4 facility to be maintained by the H.O.A. or similar private entity.
5 f. All stormwater ponds developed by the project shall be owned and maintained by the
6 H.O.A. or similar private entity.
- 7 **H. Fire Protection and Rescue Services:** All Development shall comply with the State Fire Code,
8 Florida Fire Prevention Code, National Fire Protection Standards, the Orange County/Lake County
9 Mutual Aid Agreement, and the Land Development Regulations, as amended
- 10 **I. Transportation Improvements:**
11 1. Prior to Phase 1 construction, the Property Owner shall execute a Development Agreement
12 with the County for the dedication of a 106 foot wide right of way and non-exclusive easement
13 for future road and utilities necessary to facilitate the future Sawgrass Bay Boulevard
14 extension. Any road or transportation impact fee credits will be addressed in the Development
15 Agreement. As project phasing is not proposed, the traffic impact study will need to be
16 updated and resubmitted prior to construction plan approval of the 501st lot and 50,000 square
17 feet of non-residential for the project or as provided for in a Development Agreement executed
18 with the Board of County Commissioners. The Developer will be required to update and
19 address any necessary transportation impact mitigation that may result due to the Sawgrass
20 Bay Boulevard connection to Orange County not being completed.
21 2. When warranted, the Property Owner shall coordinate with Orange County regarding any
22 necessary road improvements to Fleming Road in Orange County. The Property Owner shall
23 provide Lake County Public Works with copies of any agreements required by Orange County
24 for any Fleming Road improvements.
25 3. The Developer or Property Owner shall upgrade the current flashing beacon to a full traffic
26 signal when warranted at the intersection of US Highway 27 and Sawgrass Bay Boulevard in
27 accordance with Lake County standards, as amended.
28 4. Sidewalks and Bicycle Facilities. All sidewalks shall be 5-foot wide minimum and constructed in
29 accordance with the LDR, as amended. Bicycle lanes shall be situated within the Sawgrass
30 Bay Boulevard extension right-of-way, in accordance with County standards, as amended.
31 Sidewalks and bicycle lanes within the Sawgrass Bay Boulevard extension right-of-way shall
32 be installed by the Developer concurrent with road construction.
33 5. Pedestrian access ways shall be provided at intervals along roadways and common areas not
34 to exceed 600-feet along all roadways.
35 6. On-Street Parking – Parking shall not be allowed along the Sawgrass Bay Boulevard extension
36 to Fleming Road in Orange County.
37 7. Multiple points of access shall be designed into the road network to facilitate access by
38 fire/safety and public and private service vehicles. A minimum of two access points shall be
39 provided in each subdivision except where environmental constraints exist.
- 40 **J. Signage:**
41 1. All signage shall be in accordance with the Land Development Regulations as amended.
42 2. Signage and entry features may be allowed within County dedicated right-of-way subject to a
43 Lake County right of way utilization permit.
- 44 **K. Open Space and Environmental Considerations:**
45 1. An environmental assessment shall be provided to address all flora and fauna species and
46 associated habitat. The assessment shall be submitted for review at the time construction
47 plans are submitted.

- 1 2. Tree and soil protection areas. Areas designated for tree and soil protection that are located
2 outside of the dedicated open space shall be identified. These areas shall include the critical
3 root zone and greatest extent of the drip line for the trees included in the area to be protected.
4 The method of protection shall be indicated on the plan, including fencing or other protection
5 methods. The method of protection shall be installed prior to the issuance of a development
6 permit.
- 7 3. Open Space:
 - 8 a. Urban Low (UL) Future Land Use Category shall require a minimum of 25% open space,
9 over the entire UL land area
 - 10 b. Rural Transitional (RT) Future Land Use Category shall require a minimum of 50% Open
11 Space, over the entire RT land area if a maximum density of 1 unit per net acre is used. If
12 a density of 1 unit per 3 net acres is used 35% Open Space shall be provided.
 - 13 c. Open space areas shall be provided in accordance with Comprehensive Plan, as
14 amended.
- 15 4. Wetlands:
 - 16 a. Development shall adhere to the wetland setbacks specified in the Comprehensive Plan
17 and Land Development Regulations.
 - 18 b. All wetlands within the property shall be placed into a conservation easement that shall run
19 in favor of, and be enforceable by, a homeowners' association, a public agency acceptable
20 to Lake County, or Lake County, at its option. The conservation easement shall require
21 that all wetlands and wetland buffers be maintained in their natural and unaltered state.
22 Any such easement shall allow access to water dependent structures such as docks and
23 walkways.
 - 24 c. Wetlands shall not be included as part of any platted lot, other than a lot platted as
25 common area, which shall be dedicated to a homeowners' association, qualified agency or
26 Lake County for ownership and maintenance.
 - 27 d. Upland buffers adjacent to wetlands shall be included within the conservation easement.
28 Such easement will specifically allow water dependent structures serving the adjacent
29 upland uses.
- 30 L. Landscaping and Buffering:
 - 31 1. A minimum of one (1) canopy tree shall be required for all single-family detached lots greater
32 than 4,000 square feet in size.
 - 33 2. A minimum of (1) ornamental tree shall be required for each lot comprising an attached
34 dwelling unit.
 - 35 3. A minimum of six (6) trees per acre shall be required.
 - 36 4. A fifty (50) foot wide buffer shall be along the perimeter property line, adjacent to agricultural
37 land areas and agriculture zoned properties. The buffer will be assessed during the review of
38 the required preliminary plat or site plan and may consist of existing non-invasive-vegetation or
39 Florida Friendly vegetation.
 - 40 5. Entrance Features: The Owner may construct entrance features, which may consist of walls,
41 landscaping, contoured berms and signage concurrent with construction of the adjacent
42 roadway. Entrance features shall not be constructed within rights-of-way without appropriate
43 right of way permits.
 - 44 6. All other landscaping shall be in accordance with the Land Development Regulations, as
45 amended.
 - 46 7. A landscape plan shall be submitted for review and approval prior to installation of any trees
47 along any publicly dedicated right-of-way.

- 1 8. Installation of trees within 8' of the sidewalk, shall require the developer to commit the H.O.A.
2 or other private entity to be responsible for the ownership and maintenance of the tree and
3 sidewalk. Those commitments shall be made in a development agreement at the time of final
4 plat.
5 9. Parking lot landscaping shall be in accordance with Land Development Regulations, as
6 amended.
- 7 **M. Maintenance:**
8 1. Common Areas:
9 The Owner shall form and incorporate a private non-profit entity such as a Homeowners'
10 Association or Community Development District for the purpose of operating, maintaining and
11 controlling the common areas, utility easements and common facilities. The incorporation of
12 the private entity shall be in conjunction with final development approval.
13 2. Streets, Stormwater Facilities, and Rights-of-Way:
14 a. All streets and stormwater facilities that have not been dedicated to the County will be
15 maintained by a private entity, such as an HOA or CDD.
16 b. Maintenance of landscaping and common space that has not been accepted by the county
17 in street rights of way shall be maintained by a private entity, such as an HOA or CDD.
- 18 **N. Development Review and Approval:**
19 Prior to the issuance of any permits, the Applicant shall be required to submit a preliminary plat or
20 site plan application generally consistent with EXHIBIT "B" – CONCEPTUAL PLAN, for review and
21 approval in accordance with the Comprehensive Plan and the Land Development Regulations, as
22 amended.
- 23 **O. Concurrency Management Requirements:**
24 1. A capacity reservation certificate shall be required before any final development order is
25 authorized for construction. The Applicant or Developer shall comply with the Land
26 Development Regulations as amended. In the future event that concurrency requirements are
27 changed from the date of this Ordinance approval, Lake County shall implement concurrency
28 for this development consistent with the adopted concurrency management system in effect at
29 that time.
30 2. Granting of this PUD Ordinance does not grant or approve concurrency. No development shall
31 proceed unless a full concurrency review has been completed prior to each stage of
32 development.
- 33 **P. Term:** Physical development shall commence on or before May 24, 2018.
34 1. Failure to commence construction of either infrastructure for 100 dwelling units, or
35 infrastructure for 10,000 square feet of commercial use, and the necessary extension of
36 Sawgrass Bay Boulevard to Phase 1 of the project, on or before May 24, 2018 shall cause the
37 revocation of this ordinance, in accordance with the Comprehensive Plan or superseding
38 documents amended.
- 39 **Q. Monitoring Report for Non-Residential Ratio:** Upon submittal of each development phase, the
40 Applicant shall submit a monitoring report on the development progress for the entire PUD.
- 41 **R. Continuation of Agriculture Uses:**
42 1. Agriculture uses shall be allowed on any portion of the property until such time as that portion
43 of the property receives a final development order consistent with this Ordinance, the
44 Comprehensive Plan, and Land Development Regulations, as amended.
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46 2. Open grazing, stables, tree harvesting, silviculture and pisciculture are specifically permitted.
47 Feed lots, hog farms and other site intensive, potentially noxious agricultural activities are

1 specifically prohibited. The Developer expressly agrees that no clearing of non-invasive trees
2 or wetland alteration will take place within the area used for bona fide agricultural operation.

3 **S. Future Amendments to Statutes, Code, Plans, and/or Regulations:** the specific references in
4 this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive
5 Plan, and Lake County Land Development Regulation shall include any future amendments to the
6 Statutes, Code, Plan, and/or Regulations.

7 **Section 2.** Conditions as altered and amended which pertain to the above tract of land shall mean:

8 A. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove,
9 improve, move, convert, or demolish any building structure, or alter the land in any manner
10 within the boundaries of the above described land without first submitting the necessary
11 plans in accordance with requirements of Lake County, and obtaining the permits required
12 from the other appropriate governmental agencies.

13 B. This ordinance shall inure to the benefit of, and shall constitute a covenant running with the
14 land and the terms, conditions, and provisions hereof, and shall be binding upon the
15 present owner and any successor, and shall be subject to each and every condition herein
16 set out.

17 C. Construction and operation of the proposed use shall at all times comply with the
18 regulations of Lake County and any other permitting agencies.

19 D. The transfer of ownership or lease of any or all of the property described in this ordinance
20 shall include in the transfer or lease agreement, a provision that the purchaser or lessee
21 receives written or record notice of the conditions pertaining to the PUD and that such
22 notices shall run with title to the land. The purchaser or lessee may be required a change
23 from the existing plans and conditions by following procedures contained in the Lake
24 County Land Development Regulations, as amended.

25 E. Action by the Lake County Code Enforcement Special Master. The Lake County Code
26 Enforcement Special Master shall have authority to enforce the terms and conditions set
27 forth in this ordinance.

28 **Section 3. Severability:** If any section, sentence, clause or phrase of this Ordinance is held to be
29 invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in
30 no way affect the validity of the remaining portions of this Ordinance.

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Section 4, **Effective Date.** This Ordinance shall become effective as provided by law.

ENACTED this 17th day of May, 2016.


FILED with the Secretary of State May 27, 2016.

EFFECTIVE May 27, 2016.

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA


SEAN M. PARKS, CHAIRMAN

ATTEST:


NEIL KELLY, Clerk of the
Board of County Commissioners
Lake County, Florida

APPROVED AS TO FORM AND LEGALITY


MELANIE MARSH, County Attorney

**EXHIBIT - A
(LEGAL DESCRIPTION)**

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MARINA LANDING, INC. (PARCEL 1)
The Northwest 1/4; and the Northwest 1/4 of the Northeast 1/4; and the South 1/2 of the Northeast 1/4; and the North 1/4 of the Southeast 1/4; all in Section 13, Township 24 South of Range 26 East of the Tallahassee Meridian, in Lake County, Florida; Less the Northwest 1/4 of the Northwest 1/4, Section 13, Township 24 South, Range 26 East, Lake County, Florida.

TOGETHER WITH all right, title and interest in and to Easements more particularly described in the following instruments of record.

Roadway Easement Agreement filed in Official Records Book 986, Page 934; as modified by Modification of Roadway Easement Agreement filed in Official Records Book 1486, Page 923, Public Records of Lake County, Florida; and Stipulation filed in Official Records Book 921, Page 246, Public Records of Lake County, Florida; and Easement for Ingress and Egress filed in Official Records Book 1483, Page 2313, Public Records of Lake County, Florida.

Being subject to any rights-of-way, restrictions and easements of record.

ORANGE BLOSSOM HILLS, INC. (PARCEL 2)

PARCEL 1:
The South 1/4 of the Southeast 1/4, The South 1/2 of the Southwest 1/4, The East 3/4 of the North 1/2 of the Southwest 1/4 of Section 13, Township 24 South, Range 26 East, Lake County, Florida.

PARCEL 2:
The South 3/4 of the East 1/2 of the Southeast 1/4 of the Southeast 1/4; BEGIN at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4, run Southwesterly to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4, South to South line of Section, East to Southwest corner of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4, North to POINT OF BEGINNING; all being in Section 14, Township 24 South, Range 26 East, located in Lake County, Florida.

PARCEL 3:
BEGIN at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4, run Southeasterly to Southeast corner of Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4, North to Section line, thence West to POINT OF BEGINNING; North 1/4 of the Northeast 1/4 of the Northeast 1/4; all being in Section 23, Township 24 South, Range 26 East, located in Lake County, Florida.

PARCEL 4:
The North 1/2 of the Northeast 1/4, Section 24, Township 24 South, Range 26 East, located in Lake County, Florida.

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PARCEL 5:
BEGIN at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, run Northeasterly to Northeast corner of Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, thence West to the Northwest corner of Section, thence South to POINT OF BEGINNING; being in Section 24, Township 24 South, Range 26 East, located in Lake County, Florida.

Together with easement granted in Warranty Deeds recorded in Deed Book 361, Page 371, and in Deed Book 372, Page 442 of the Public Records of Lake County, Florida.

Being subject to any rights-of-way, restrictions and easements of record.

BLR - AVALON LAKES LLC (PARCEL 3)
The Northwest 1/4 of the Southwest 1/4, The Southeast 1/4 of the Northeast 1/4, The Northeast 1/4 of the Southeast 1/4, The Southwest 1/4 of the Northeast 1/4, The Northwest 1/4 of the Southeast 1/4, The Northeast 1/4 of the Southwest 1/4, The Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 all in Section 24, Township 24 South, Range 26 East, Lake County, Florida.

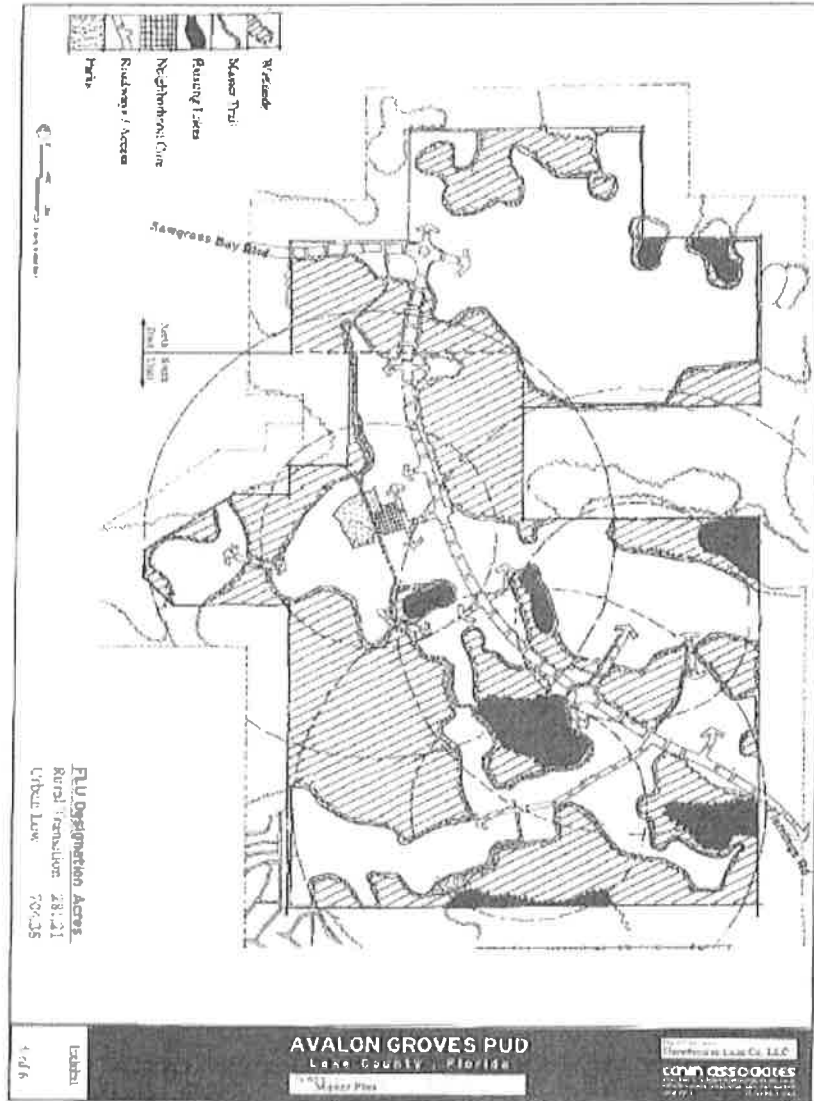
AND:

The Northwest 1/4 of Section 24, Township 24 South, Range 26 East, Lake County, Florida, LESS AND EXCEPT the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4, AND LESS AND EXCEPT: Begin at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 24; run thence Northeasterly to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4; thence run West to the Northwest corner of said Section 24, thence South to the POINT OF BEGINNING.

Being subject to any rights-of-way, restrictions and easements of record.

EXHIBIT - B page 1
(CONCEPTUAL MASTER PLAN)

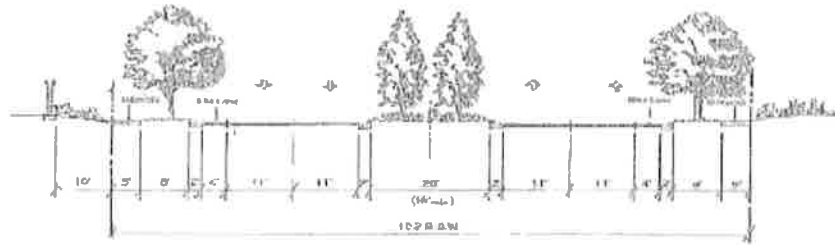
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**Exhibit B page 2
(Concept Plan)**

1
2



3
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5

Exhibit E - Engineering Fee Cost Estimate

Avalon Groves (Boulevard)

EXHIBIT E

Page 1 of 1

Description	Quantity	Unit	Phase 1		Quantity	Unit	Phase 2		Quantity	Unit	Phase 3			
			Unit Price	Subtotal			Unit Price	Subtotal			Unit Price	Subtotal		
*T&E Species Developer	1	LS	\$ 42,000.00	\$ 42,000										
*T&E Species County	1	LS	\$ 42,000.00	\$ 42,000										
Wetland Impact Permitting	1	LS	\$ 31,218.00	\$ 31,218										
Permit Application Fees - SJRWMD & AG/DE	1	LS	\$ 32,000.00	\$ 32,000										
Project Design and Engineering	1	LS	\$ 85,000.00	\$ 85,000										
				\$ 232,218				\$ -				\$ -		
												Combined Phase 1-3 Subtotal =	\$ 232,218	
													Less T&E Fee by Developer =	\$ (42,000)
													Grand Total =	\$ 190,218
*T&E Species fees include Sand Skink and Cooper's Tortoise Mitigation costs to be split 50/50 between the Developer and County														

Exhibit F - Construction Cost Estimate

Avalon Groves (Doubleway)

EXHIBIT F

Page 1 of 21

Phase 1 - First 2 Lanes					Phase 1					Phase 2					Phase 3	GRAND TOTAL
	Quantity	Unit	Unit Price	Subtotal		Quantity	Unit	Unit Price	Subtotal		Quantity	Unit	Unit Price	Subtotal		
General Conditions																
Mobilization	1	LD	\$ 75,000.00	\$ 75,000		1	LD	\$ 25,000.00	\$ 25,000		1	LD	\$ 25,000.00	\$ 25,000		
Survey & Layout	1	LS	\$ 25,000.00	\$ 25,000		1	LS	\$ 20,000.00	\$ 20,000		1	LS	\$ 25,000.00	\$ 25,000		
Control As-Builts	1	LS	\$ 10,000.00	\$ 10,000		1	LS	\$ 10,000.00	\$ 10,000		1	LS	\$ 10,000.00	\$ 10,000		
Geotech Testing	1	LS	\$ 20,000.00	\$ 20,000		1	LS	\$ 20,000.00	\$ 20,000		1	LS	\$ 20,000.00	\$ 20,000		
City & I	1	LS	\$ 2,000.00	\$ 2,000		1	LS	\$ 2,000.00	\$ 2,000		1	LS	\$ 2,000.00	\$ 2,000		
Performance Bond	1	LS	\$ 22,500.00	\$ 22,500		1	LS	\$ 24,000.00	\$ 24,000		1	LS	\$ 25,500.00	\$ 25,500		
				\$ 171,500	\$ 171,500				\$ 133,000	\$ 133,000				\$ 133,500	\$ 133,500	\$ 444,000
Site Prep																
Clear & Grub (Heavy)	12.37	AC	\$ 5,500.00	\$ 68,053		21.53	AC	\$ 5,500.00	\$ 118,415		18.85	AC	\$ 5,500.00	\$ 103,325		
Stump Pulling (4-175)	8,253	1F	\$ 1.20	\$ 9,904		8,187	1F	\$ 1.20	\$ 9,824		8,651	1F	\$ 1.20	\$ 10,381		
Tree Removal		SY	\$ 7.50	\$ -			SY	\$ 7.50	\$ -		1,117	SY	\$ 7.50	\$ 8,378		
				\$ 78,957	\$ 78,957				\$ 128,239	\$ 128,239				\$ 122,284	\$ 122,284	\$ 328,977
Grading and Earthwork																
Excav, Grade Roads	16,281	OY	\$ 3.00	\$ 48,843		31,098	OY	\$ 3.00	\$ 93,294		14,851	OY	\$ 3.00	\$ 44,553		
Excav, Grade C&Gs		OY	\$ 8.40	\$ -		2,597	OY	\$ 8.40	\$ 21,839		4,272	OY	\$ 8.40	\$ 35,897		
Cut to Final Slope	2,292	OY	\$ 2.40	\$ 5,501		16,794	OY	\$ 2.40	\$ 40,306		5,110	OY	\$ 2.40	\$ 12,264		
Install Fill to Grade (Truck Yards)	15,000	OY	\$ 15.00	\$ 225,000		10,000	OY	\$ 18.00	\$ 180,000		45,000	OY	\$ 18.00	\$ 810,000		
Pave Grade ROW, SW, Median	17,287	SY	\$ 1.20	\$ 20,744		21,241	SY	\$ 1.20	\$ 25,489		22,249	SY	\$ 1.20	\$ 26,699		
Grade Tracts (Open Space)	16,281	SY	\$ 0.50	\$ 8,141		25,761	SY	\$ 0.50	\$ 12,881		22,256	SY	\$ 0.50	\$ 11,128		
				\$ 367,695	\$ 367,695				\$ 544,006	\$ 544,006				\$ 928,358	\$ 928,358	\$ 1,840,056
Storm																
18" Class III RCP (6-6)	1,226	LF	\$ 35.00	\$ 42,910		1,281	LF	\$ 35.00	\$ 44,835		2,595	LF	\$ 35.00	\$ 90,475		
18" Class III RCP (6-9)		LF	\$ 38.00	\$ -		300	LF	\$ 38.00	\$ 11,400		448	LF	\$ 38.00	\$ 16,944		
24" Class III RCP (6-6)	576	LF	\$ 40.00	\$ 23,040		706	LF	\$ 40.00	\$ 28,240		35	LF	\$ 40.00	\$ 1,400		
24" Class III RCP (6-9)	314	LF	\$ 45.00	\$ 14,130		333	LF	\$ 45.00	\$ 15,015		60	LF	\$ 45.00	\$ 2,700		
24" Class III RCP (6-10)	200	LF	\$ 50.00	\$ 10,000			LF	\$ 50.00	\$ -			LF	\$ 50.00	\$ -		
30" Class III RCP (6-6)		LF	\$ 58.00	\$ -		97	LF	\$ 58.00	\$ 5,626			LF	\$ 58.00	\$ -		
30" Class III RCP (6-9)	61	LF	\$ 60.00	\$ 3,660		60	LF	\$ 60.00	\$ 3,600			LF	\$ 60.00	\$ -		
30" Class III RCP (6-10)	017	LF	\$ 65.00	\$ 11,055			LF	\$ 65.00	\$ -			LF	\$ 65.00	\$ -		
Type 1 Inlet (3-8)		EA	\$ 3,500.00	\$ -		2	EA	\$ 2,000.00	\$ 4,000		2	EA	\$ 2,500.00	\$ 5,000		
Type 2 Inlet (3-8)	9	EA	\$ 4,250.00	\$ 37,800		10	EA	\$ 4,250.00	\$ 42,500		3	EA	\$ 4,250.00	\$ 12,750		
Type 2 Inlet (6-9)	1	EA	\$ 4,500.00	\$ 4,500			EA	\$ 4,500.00	\$ -		1	EA	\$ 4,500.00	\$ 4,500		
CONCRETE STRUCTURE MOD C Inlet	3	EA	\$ 3,000.00	\$ 9,000		2	EA	\$ 3,000.00	\$ 6,000		2	EA	\$ 3,000.00	\$ 6,000		
Manhole (0-5)	1	EA	\$ 2,100.00	\$ 2,100			EA	\$ 2,100.00	\$ -			EA	\$ 2,100.00	\$ -		
Manhole (6-8)	1	EA	\$ 2,500.00	\$ 2,500		3	EA	\$ 2,500.00	\$ 7,500		3	EA	\$ 2,500.00	\$ 7,500		
Manhole (6-10)	4	EA	\$ 3,000.00	\$ 12,000			EA	\$ 3,000.00	\$ -			EA	\$ 3,000.00	\$ -		
18" MES	3	EA	\$ 800.00	\$ 2,400		1	EA	\$ 800.00	\$ 800		4	EA	\$ 800.00	\$ 3,200		
18" MFR Ditch	4	EA	\$ 1,650.00	\$ 6,600			EA	\$ 1,650.00	\$ -		2	EA	\$ 1,650.00	\$ 3,300		
24" MFR	2	EA	\$ 1,650.00	\$ 3,300		1	EA	\$ 1,650.00	\$ 1,650			EA	\$ 1,650.00	\$ 1,650		
30" MES	2	EA	\$ 1,400.00	\$ 2,800		2	EA	\$ 1,400.00	\$ 2,800			EA	\$ 1,400.00	\$ 1,400		
MFR	154	YN	\$ 75.00	\$ 11,550		32	YN	\$ 75.00	\$ 2,400		182	YN	\$ 75.00	\$ 13,650		
Temporary Storm (NE Drwy)*	1	LS	\$ 20,000.00	\$ 20,000		1	LS	\$ 20,000.00	\$ 20,000		1	LS	\$ 20,000.00	\$ 20,000		
				\$ 106,282	\$ 106,282				\$ 100,000	\$ 100,000				\$ 100,280	\$ 100,280	\$ 469,020
Paving (2 lanes only)																
3" SP-15 Asphalt	7,759	SY	\$ 18.00	\$ 139,662		9,059	SY	\$ 18.00	\$ 163,062		10,225	SY	\$ 18.00	\$ 184,050		
10" Unimog Base	6,267	SY	\$ 14.00	\$ 87,738		9,327	SY	\$ 14.00	\$ 130,578		11,783	SY	\$ 14.00	\$ 164,962		
12" Stabilized Subgrade LHM #0	9,261	SY	\$ 3.25	\$ 30,099		9,636	SY	\$ 3.25	\$ 31,326		12,177	SY	\$ 3.25	\$ 39,578		
Sidewalk & Steps	1	LS	\$ 5,000.00	\$ 5,000		1	LS	\$ 5,000.00	\$ 5,000		1	LS	\$ 7,100.00	\$ 7,100		
Restore Curb Pavt (Vul Xings)	3	EA	\$ 1,500.00	\$ 4,500			EA	\$ 1,500.00	\$ -			EA	\$ 1,500.00	\$ 1,500		
				\$ 305,636	\$ 305,636				\$ 313,004	\$ 313,004				\$ 395,244	\$ 395,244	\$ 1,013,983
Curb/Sidewalk																
Type F Curb	2,250	1F	\$ 10.00	\$ 22,500		2,200	1F	\$ 10.00	\$ 22,000		2,550	1F	\$ 10.00	\$ 25,500		
Median Curb	2,250	1F	\$ 12.50	\$ 28,125		2,400	1F	\$ 12.50	\$ 30,000		2,550	1F	\$ 12.50	\$ 31,875		
8x8" Reinforced Sidewalk	1,225	1F	\$ 32.50	\$ 39,813		1,400	1F	\$ 32.50	\$ 45,500		1,617	1F	\$ 32.50	\$ 52,553		
6x6" Concrete Sidewalk	1,225	1F	\$ 15.00	\$ 18,375		1,400	1F	\$ 15.00	\$ 21,000		1,617	1F	\$ 15.00	\$ 24,255		
				\$ 128,213	\$ 128,213				\$ 129,500	\$ 129,500				\$ 158,870	\$ 158,870	\$ 400,740
Grading																
Soil ROW, Medians	14,543	SY	\$ 2.00	\$ 29,087		16,129	SY	\$ 2.00	\$ 32,258		18,295	SY	\$ 2.00	\$ 36,590		
Soil Ponds Slopes to Grade Break	5,475	SY	\$ 2.00	\$ 10,950		8,290	SY	\$ 2.00	\$ 16,580		7,259	SY	\$ 2.00	\$ 14,518		
Seed & Mulch 0-5%		SY	\$ 0.25	\$ -		40,152	SY	\$ 0.25	\$ 10,038		16,214	SY	\$ 0.25	\$ 4,054		
Seed & Mulch 10%	17,287	SY	\$ 0.25	\$ 4,322		21,241	SY	\$ 0.25	\$ 5,310		22,548	SY	\$ 0.25	\$ 5,637		
Soil Restore 15' Outside ROW	15,500	SY	\$ 2.00	\$ 31,000			SY	\$ 2.00	\$ -			SY	\$ 2.00	\$ -		
				\$ 77,634	\$ 77,634				\$ 68,380	\$ 68,380				\$ 63,359	\$ 63,359	\$ 209,422
Contingency					\$ 100,250				\$ 146,614					\$ 193,894	\$ 193,894	\$ 471,468
Subtotal - Phase 1					\$ 1,440,504				\$ 1,412,752					\$ 2,132,637	\$ 2,132,637	\$ 5,190,152
Phase 2 - Future Lanes																

Exhibit F Cont.

Avalon Groves (Boulevard)

EXHIBIT F

Page 2 of 2

Description	Quantity	Unit	Unit Price	Subtotal	Total	Quantity	Unit	Unit Price	Subtotal	Total	Quantity	Unit	Unit Price	Subtotal	Total	TOTAL
Grading and Earthwork																
Regrade Northside ROW	8,794	SY	\$ 1.00	\$ 8,794		10,621	SY	\$ 1.00	\$ 10,621		11,274	SY	\$ 1.00	\$ 11,274		\$ 30,689
				\$ 8,794	\$ 8,794				\$ 10,621	\$ 10,621				\$ 11,274	\$ 11,274	
Paving (2 lanes only)																
3.5" SF-3.5 Asphalt	7,769	SY	\$ 18.00	\$ 140,202		8,093	SY	\$ 18.00	\$ 146,494		10,205	SY	\$ 18.00	\$ 183,690		
10" Unresurf Base	8,967	SY	\$ 14.00	\$ 125,538		9,388	SY	\$ 14.00	\$ 131,432		11,763	SY	\$ 14.00	\$ 164,682		
Restore Subgrade	9,881	SY	\$ 1.50	\$ 14,822		9,439	SY	\$ 1.50	\$ 14,159		12,177	SY	\$ 1.50	\$ 18,266		
Structure & Siting	1	LS	\$ 5,200.00	\$ 5,200		1	LE	\$ 5,600.00	\$ 5,600		1	LS	\$ 7,100.00	\$ 7,100		
				\$ 24,829	\$ 24,829				\$ 296,142	\$ 296,142				\$ 374,014	\$ 374,014	\$ 958,085
Curbs/Sidewalk																
Type FCurb	2,850	LF	\$ 10.00	\$ 28,500		2,801	LF	\$ 5.50	\$ 26,605		3,850	LF	\$ 9.50	\$ 37,225		
Median Cub	2,850	LF	\$ 12.50	\$ 35,625		2,801	LF	\$ 12.50	\$ 35,013		3,850	LF	\$ 12.50	\$ 48,125		
5'x4" Conc Sidewalk	2,850	LF	\$ 15.00	\$ 42,750		2,801	LF	\$ 15.00	\$ 42,015		3,834	LF	\$ 15.00	\$ 57,510		
				\$ 99,875	\$ 99,875				\$ 103,632	\$ 103,632				\$ 126,860	\$ 126,860	\$ 325,617
Grassing																
ReSod ROW, Medians	7,322	SY	\$ 2.00	\$ 14,643		9,065	SY	\$ 2.00	\$ 18,129		9,478	SY	\$ 2.00	\$ 18,955		
				\$ 14,643	\$ 14,643				\$ 18,129	\$ 18,129				\$ 18,955	\$ 18,955	\$ 51,728
Contingency				\$ 43,774	\$ 43,774				\$ 42,882	\$ 42,882				\$ 53,044	\$ 53,044	\$ 136,711
Subtotal - Phase 2				\$ 443,515	\$ 443,515				\$ 471,377	\$ 471,377				\$ 583,927	\$ 583,927	\$ 1,503,849
GFAND TGTAL				\$ 1,009,079	\$ 1,009,079				\$ 2,084,129	\$ 2,084,129				\$ 2,719,704	\$ 2,719,704	\$ 3,809,972

Exhibit G

Lake County Standard Guidelines for Roadway Design

LAKE COUNTY PUBLIC WORKS SCOPE OF WORK REQUIREMENTS

Updated 3/20/2015

- A. General Requirements
- B. Survey Requirements
- C. Right of Way Plan Requirements:
- D. Plan Deliverables:
- E. Invoice Requirements:
- F. Public Meeting Requirements:

A. General Requirements:

- 1) Consultant shall refer to Lake County's "Expected Deliverable Guidelines" for additional expectations for completion of project milestones and deliverables.
- 2) Consultant shall prepare a project schedule and present to the County project manager at the project kickoff meeting
- 3) Consultant shall create and prepare project deliverable Cad files utilizing Autocad. Microstation files converted to AutoCAD shall not be acceptable.
- 4) Consultant shall construct and maintain a web page detailing the project
- 5) Consultant shall schedule, conduct, and present **all** public meetings according to the approved public meeting scope and public meeting checklist.
- 6) Consultant shall Advertise and Notify the public of the public meeting schedule and location according to the approved public meeting scope and public meeting checklist.
- 7) Consultant will attend monthly progress meetings for the life of the project at the Public Works Department facility. At the discretion of the County project manager, telephone conference calls may substitute for face to face meetings

B. Survey Requirements:

- 1) Consultant shall prepare the Record Survey under the direction and supervision of a Professional Surveyor and Mapper licensed in the State of Florida. The survey shall be in accordance with the adopted "Standards of Practice" for Land Surveying as required by Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida State Statutes".
- 2) Consultant shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded and submitted to the County. Field notes shall include all sketches, bench level runs and instrument set up information that supports electronic data collection methodology. Computations shall include any adjustment reports for Horizontal and Vertical control.
- 3) Consultant shall establish or recover Horizontal Project Control (HPC) relative to Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 1990 Adjustment (NAD83/90). All Primary Control values shall be established with independent,

redundant measurement methods. A report depicting residual statistics shall be submitted with the computations portion of the project report.

- 4) Consultant shall establish or recover Vertical Project Control (VPC) relative to North American Vertical Datum 1988 (NAVD88). Benchmarks shall be placed at intervals not to exceed 500 feet along the project route and in safe areas that minimize the possibility of the mark being lost or disturbed.
- 5) Prior to beginning survey, the consultant will request a copy of a Right of Way package from the Lake County Right of Way Supervisor. This package will include all the right of way information available in the Lake County Public Works Department.
- 6) Consultant shall recover monumentation along existing right of way lines according to all available recorded Public Records. Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying existing right of way lines per County maps, platted or dedicated rights of way. The Survey shall show existing recorded right of way with recording information for the dedication document clearly identified (deed, plat, court order, or recorded maintenance or right of way maps). This information shall include intersecting side street right of way shown on the survey. All other evidence of right of way that is shown on the survey shall be shown in different line type, with the source clearly identified (i.e. property line per deed, State Road Department (SRD)/FDOT monument found, RW per unrecorded plat, recorded plat, etc.)
- 7) Consultant shall file Certified Corner Records (CCR) to Florida Department of Environmental Protection unless one already exists in the state database. Included shall be Section Corners, ¼ Section Corners or other General Land Office (G.L.O.) recognized corners.
- 8) Consultant shall map existing conditions to include (but not limited to) location and identification of all constructed or fixed improvements and features within the survey area, identification and location of all relevant property information such as deed lines, plat lines, designated roads, right of way lines, easements and other matters of public record or information referenced in title report. In addition, a 2-dimension location of any Jurisdictional Wetlands that fall within the scope limits will be located. A notation of the environmental agency that performed the wetlands designation shall be depicted on the survey. When required, elevation data with sufficient density and coverage to develop a Digital Terrain Model supported by determining all existing break lines and high and low points. Ground elevations shall extend a minimum of 25 feet beyond survey limits. Survey limits may change due to certain conditions and any request for deviation from the original scope must be submitted in writing and approved by County staff.
- 9) Consultant shall comply with all Right of Way Engineering Project Requirements as set forth by Lake County Public Works / Engineering / Right of Way Section.
- 10) Consultant shall contact Sunshine One Call @ 811 for utility designation. Include 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.
- 11) Consultant shall detail existing underground storm water and sanitary sewer structures including pipe size, type, condition, and flow direction. Included shall be at least one structure outside the scope limits and in some cases the extent of the system outfall shall be investigated and included in the mapping.

- 12) Consultant shall map any water bodies that fall within the scope limits. If available, the Base Flood Elevation should be determined and shown.
- 13) Contractors and subcontractors must have capability to work from plans in AutoCAD format. Lake County does not provide hard copy detailed plans for the purpose of survey stakeout.
- 14) The Final signed and sealed survey shall be provided to the Project Manager for review by the County Staff. Upon approval, three (3) signed and sealed copies of the survey, along with an electronic file in appropriate format shall be provided to the Project Manager for distribution to County Staff.

C. Right of Way Plan Requirements:

1) Right of Way Mapping (Right of Way Identification Maps)

- a) The consultant shall prepare a Right of Way I.D. Map for the entire project area at a scale not to exceed 1" = 40' (1" = 40' or larger). The sheet view set up on detail sheets shall include only 2 match lines per page (with exceptions at the intersections), and only one alignment per sheet, with view being aligned with the direction of the road, trail or sidewalk. No Text below .10 times (x) the map scale. Lake County prefers the stationing shown on the RWID Maps match the stationing shown on design plans. Situations where not possible should be discussed with the Lake County Survey Manager. Pond site detail sheet should be provided at the end of the map/survey. RWID Maps shall also include the following:
 - i. Key Map, not to exceed 1"= 400', which provides full coverage of the project area and assists in defining the overall project limits.
 - ii. Table of Ownership, which provides present ownership and recording information in tabular form, on a separate tabulation sheet at the end of the map. The minimum parcel data required shall include parcel identification numbers or alternate key numbers; the sheet numbers on which each parcel appears; names of property owners; area of acquisition; interest of acquisition (RW- right of way; WRA-water retention area; PE-perpetual grading drainage and utility easement; DE-drainage easements; TCE-temporary construction easements; RE-right of entry agreement. Other interest types may be identified for project, and should be coordinated with the RW Supervisor and Project Manager.
 - iii. Section & ¼ section lines should be shown and labeled within scope.
- b) All survey work shall be prepared under the direction and supervision of a Professional Surveyor and Mapper, licensed in the State of Florida. The Survey shall be in accordance with the adopted "Standards of Practice" for Land Surveying as required by Chapter 5J-17, Florida Administrative Code pursuant to Section 472.027, Florida state Statutes. The consultant shall analyze each proposed acquisition to identify the appropriate property interest to be acquired, including: RW – (Fee simple); WRA (Water Retention Areas); PE (Permanent Grading Drainage and Utility Easements); DE (Drainage Easements);; TCE (Temporary Construction Easements); RE (Right of Entry Agreements). The consultant shall submit 60%, 90%, and 100% progress review submittals of the Right of Way I.D. Maps on D size (24" x 36") format in landscape view. Electronic copies of AutoCAD files (in format approved by Project Engineer) shall be submitted with final signed and sealed Right of Way I.D. Maps.

- c) Sufficient control data shall be shown on the final Right of Way Identification Map to allow for preparation of legal descriptions and parcel sketches for individual parcels with no additional field information needed.
- d) Consultant shall update and modify legal descriptions and parcel sketches, Right of Way I.D. Maps as needed until final 100% submittal.

2) Review of Title Work

- a) The consultant shall be responsible for all title work needed to provide an accurate Project Survey and Right of Way Identification Maps. Prior to initiating any title searches, the consultant shall meet with the Lake County Right of Way Supervisor to discuss title search parameters, and for approval of the title search company that will be used. The consultant shall provide the Right of Way Supervisor with a copy of the title work, and associated documents. Cost for each search should be included in the project scope.
- b) The consultant shall also review supplemental surveys and investigations performed by the consultant and/or other record information. Recorded and Unrecorded easements shall be shown to the extent they can be identified and located on the right of Way I.D. Map and parcel sketches.

3) Legal Descriptions and Parcel Sketches (If Required)

Consultant shall have a licensed Professional Surveyor and Mapper prepare legal descriptions and parcel sketches for each parcel, if requested as part of the project scope. All legal descriptions and sketches must reference the signed and sealed project Survey, and must include the square footage and acreage for each parcel being acquired. A draft of each legal description and parcel sketch shall be submitted prior to the 90% right of way maps, if required. If any parcels are added or modified prior to the 100% right of way map submittal, the consultant shall submit the legal descriptions and sketches of the modified parcels with revisions to the Right of Way I.D. Map showing the modifications. The signed and sealed final legal descriptions and parcels sketches shall be submitted upon request by the County for use in parcel acquisitions, but not later than with the submittal of the final signed and sealed Right of Way I.D. Maps.

4) Right of Way Surveys, Alignment and Monumentation

Consultant shall have a licensed Professional Surveyor and Mapper monument the centerline of construction/survey at stations that are not more than 600 feet apart and at all P.C.'s, P.T.'s, side street intersections, and changes in direction. Stationing shall be shown on the Right of Way I.D. Maps at all changes of direction, property lines, points of curvature and proposed parcel takes. Similar monumentation and markings shall be provided at all side streets to 150 ft. beyond the limits of the topographic survey or at other locations as approved by the Project Manager. The centerline of construction/survey shall be referenced to permanent monumentation (Section Corners, subdivision corners, roadway monumentation) located outside the limits of construction at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than 600 feet apart. Horizontal control, as stated above shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and shall be shown on the final Right of Way I.D. Maps/miscellaneous surveys. Map dimensions shall be shown in U.S. feet.

D. Plan Deliverables:

1) Expected Plan sheet Divisions:

<u>NO.</u>	<u>DESCRIPTION</u>
1	COVER / KEY SHEET
2	DRAINAGE MAP
3-4	TYPICAL SECTIONS
5-6	GENERAL NOTES
7-8	PROJECT LAYOUT
9-10	REFERENCE POINTS / CONTROL
11-12	ROADWAY PLAN
13-14	ROADWAY PROFILE
15-16	SPECIAL PROFILES
17-18	DRIVEWAY DETAILS
19-20	DRAINAGE STRUCTURE DATA
21-22	POND DETAILS / OUTFALL DETAILS
23-24	POND CROSS SECTIONS
25-26	CROSS SECTION PATTERN
27-28	CROSS SECTIONS
29-30	SIGNING AND MARKING PLAN
31-32	STORMWATER POLLUTION PREVENTION PLAN
33-34	EROSIONS CONTROL PLAN
35-36	TRAFFIC CONTROL PLAN
37-38	UTILITY ADJUSTMENT PLAN
39-40	SIGNALIZATION PLAN
41-42	LIGHTING PLAN
43-44	LANDSCAPE PLAN
45-46	GEOTECHNICAL PLAN

2) Deliverables at the 30% design submittal level:

- a) Three (3) signed and sealed copies of the project survey, an electronic signed copy of survey in pdf format, and an electronic file in an AutoCAD format identified by Lake County.
- b) A letter from the Consultant to the County project manager listing **all** permits that will be required for the project and what agency the permit will be sought from
- c) Consultant will complete an initial threatened and endangered species survey and present a copy of the results to the County project manager
- d) Consultant will complete a phase one environmental survey (if applicable) and submit results to the County project manager
- e) Consultant will complete a planned storm water and initial pond siting report and submit to County project manager for review.
- f) Submitted plans will include "line and grade" plan view and:
 - i. exceed the construction boundaries by 300 feet running longitudinally with the travelway and show existing conditions
 - ii. include a cover page acceptable to the County project manager
 - iii. include County typical sections
 - iv. include County general notes pages
 - v. Show centerline of proposed roadway as the baseline of project. The baseline of survey and centerline of project shall match.
 - vi. Show stationing with beginning and ending project station limits.
 - vii. show existing pavement striping (on additional sheet if necessary for legibility)
 - viii. show existing conditions (grades, signalization, right-of-way, property lines, parcels, trees, driveways, fences, gates, utilities, everything relevant from the survey, etc)

- ix. Show proposed edge of pavement and preliminary proposed right-of-way on plans.
 - x. Show pond locations relative to roadways on plans.
 - xi. Signal plans are to be initiated with proposed Pole locations and ROW impacts provided on plans for review.
- g) Submittal will include 3 sets of review plans (11" x 17" paper to proper legible scale) and a CD with an electronic copy of submitted plans in pdf format, and an electronic file in an AutoCAD format identified by Lake County of the submitted plans.
- 3) Deliverables at the 60% design submittal level:
- a) A copy of the transmittals for the utility companies notified within the limits of the project for "red – brown – green" markups. All utilities within the project limits shall be notified.
 - b) A copy of **any and all** permit plans, permit package (including calculations if necessary) that will be submitted to required permitting agencies, **or** copy of a letter of request for exemption from needing a permit that will be sent to the permitting agency.
 - c) Three copies of the preliminary Right of Way I.D. Maps showing existing and proposed right of way is to be provided. The existing right of way shown on the Right of Way ID Map shall include the recorded right of way, including the recording information for all public rights of ways and easements, and any other RW as approved by the Lake County Engineering Director or his designee.
 - d) Three (2) signed and sealed copies of the Geotechnical Report with an electronic copy of submitted report in pdf format provided on the submittal CD.
 - e) Submitted plans will include all items listed under the 30% submittal and:
 - i. all corrections made to the 30% reviewed plans addressing the comments made by the County project manager
 - ii. Failure to make corrections to the 30% plans as identified by the County Project Manager may result in the requirement of a resubmittal of 60% plans, when deemed necessary by County Project Manager.
 - iii. any problem areas that may exist with utilities noted on the plans
 - iv. plan views, profile views, and cross section views (interval to be set by the County project manager)
 - v. show proposed stormwater management system
 - vi. show the relevant Geotechnical information on the plans
 - vii. show approximate location of listed species and/or environmental impacts
 - viii. Provide preliminary signal plans.
 - f) Submittal will include 3 sets of review plans (11" x 17" paper to proper legible scale) and a CD with an electronic copy in pdf format and in an AutoCAD format identified by Lake County of the project and submitted plans
- 4) Deliverables at the 90% design submittal level:
- a) A copy of **all** needed permits for the project **approved** by the permitting agency with an electronic copy in pdf format provided on the submittal CD.
 - b) A copy of an exemption letter from needing a permit from a permitting agency (if applicable) with an electronic copy in pdf format provided on the submittal CD.
 - c) An **electronic** copy (AutoCAD, pdf, etc.) of the 60% plan submittal "red – brown – green" markups from **all** utilities within the limits of the project shall be included on the submittal CD
 - d) Copies of any correspondence between a utility and the Consultant shall be provided to the County project manager with an electronic copy in pdf format provided on the submittal CD.
 - e) Submitted plans will include all items listed under the 60% submittal and:

- i. all corrections made to the 60% reviewed plans addressing the comments made by the County project manager
 - ii. all corrections made to the reviewed plans by the utilities (incorporate the information from the red – brown – green markups)
 - iii. Failure to make corrections to the 60% plans as identified by the County Project Manager may result in the requirement of a resubmittal of 90% plans, when deemed necessary by County Project Manager.
 - iv. Proposed signing and pavement marking plans.
 - v. Signalization plans provided in accordance with the FDOT Plans Preparation Manual.
 - f) Three (3) signed and sealed copies of the signal warrant (if applicable) with an electronic copy in pdf format provided on the submittal CD.
 - g) Three copies of the final Right of Way I.D. Maps showing existing and proposed right of way is to be provided addressing the comments made by the County project manager.
 - h) Three copies of the preliminary legal descriptions and sketches (L&S) for proposed RW, easements and TCE. L&S for right of entry areas should be discussed with the RW Supervisor before preparation.
 - i) Submittal will include 3 sets of review plans (11" x 17" paper to proper legible scale) and a CD with an electronic copy in pdf format and in an AutoCAD format identified by Lake County of the project and submitted plans
- 5) Deliverables at the 100% design submittal level:
- a) Submitted plans will include all items listed under the 90% submittal and:
 - i. All corrections made to the 90% reviewed plans addressing the comments made by the County project manager
 - ii. All corrections made to the reviewed plans by the utilities (incorporate the information from the red – brown – green markups if any)
 - b) Three (3) copies Signed & Sealed of the Final Right of Way I.D. Maps showing existing and proposed right of way and addressing comments made by the County project manager with an electronic copy in pdf format provided on the submittal CD.
 - c) Three (3) copies Signed & Sealed of the Final legal descriptions and sketches of proposed right of way and easements, addressing comments made by the County project manager with an electronic copy in pdf format provided on the submittal CD.
 - d) Submittal will include 3 sets of review plans (11" x 17" paper to proper legible scale) and a CD in AutoCAD format of the submitted plans
- 6) Deliverables at the Final submittal level:
- a) 2 copies each of **all** permits with pdf copy provided on submittal DVD
 - b) 2 copies each of **any** agency permit exemption letter with pdf copy provided on submittal DVD
 - c) 2 copies each of **any** geotechnical reports with pdf copy provided on submittal DVD
 - d) 2 copies each of **any** environmental reports with pdf copy provided on submittal DVD
 - e) Three (3) signed and sealed project plan record sets
 - f) Ten (10) Hard Copies of the Original Signed and Sealed Sets clearly showing the engineers signature, date, and seal.
 - g) One (1) Scanned pdf copy of the Original Signed and Sealed Set clearly showing the engineers signature, date, and seal provided on the submittal DVD.

E. Invoice Requirements:

- 1) The Consultant is free to submit required deliverable items **before** the listed submittal percentage level with the approval of the County project manager

- 2) Design submittals will not be considered complete until all items listed under the appropriate design submittal level are delivered and approved by the County
- 3) Invoices will be put thru for payment by the County project manager **only** when the County is in possession of all deliverables for the relevant submittal.
- 4) Advancement to the next design submittal level shall not take place until the previous submittal is approved by the County and considered complete.

F. Public Meeting Requirements:

1. Public Meeting Check List

Project Discussion Meeting (Approx. 2 months before meeting)
 (Invite Chris Patton)
 Mailing List (Get ready 6-weeks prior to public meeting)

Meeting Location Facility (Arrange 6-weeks before public meeting)
 Proposed Meeting Day/Date/Time
 (Start time for Meeting & Presentation Start Time)
 County Commissioner's Availability for meeting time and location must be verified!
 Notify County Attorney of Proposed Date
 Check Facility Amenities
 Visit site and check for following:

1. Screen
2. Sound System
3. Seating

Flyer (Mail out 4 weeks prior to public meeting)

1. Engineering Director's Approval
2. Public Works Director's Approval
3. County Manager's Approval

Legal Advertisement
 (Advertise in Newspaper for 1 day only- 5-7 day prior to public meeting)

Consultant Presentation (Have ready for review at Public Works Office at least 2-weeks prior to public meeting)

(Consultant Responsible for the following)

- Boards
- Powerpoint
- Sign In Sheets
- Speaker Cards
- Comment Cards
- Refreshments (water, cookies typical)

2. After the Meeting Procedures

- Compile Comments
- Prepare Responses
- Update Mailout List
- Contact Owners (if requested)
- Mail out Responses
- Website (add to website)

Lake County Dept. of Public Works Project Management
Expected Deliverables Guidelines

PROJECT MANAGEMENT	Project Definition and Summary	Project Status	Current Milestones (MPS)	General Plans Review (GPR)	Preliminary Contract Review (PCR)	Final Contract Review (FCR)	Bid Review	Close Out
Purpose / Milestone	<ul style="list-style-type: none"> Documents the project purpose, type, strategy, phases, risks, budget, and recommended schedule. Modified in the Transportation Construction Program. PODC and Environmental Reviews have been completed. 	<ul style="list-style-type: none"> Provides basis to go forward to determine levels of review/documentation. Documents the team group of members, responsibilities and if applicable, formal. Team assignment, Roles & responsibilities established. Major Milestones established. Documentation of project milestones. Project Management Plan completed, including Resource schedule Budget. 	<ul style="list-style-type: none"> Documents design criteria and major design decisions. 	<ul style="list-style-type: none"> Design of major project elements completed. Review for constructability. Coordination with stakeholders. 	<ul style="list-style-type: none"> On small projects, this may be combined with the final Contract Review. Items missing from design should be noted and should be documented by reviewers. 	<ul style="list-style-type: none"> Phase started ready. All previous comments have been addressed. Review Milestones met. 	<ul style="list-style-type: none"> Submission of all final deliverables. Minor changes to review list over from RDC. 	<ul style="list-style-type: none"> Final Checklist Sign Off by County Engineer. All documents in Bid Folder. Successful bid award and performance completed.
Technical Process and Deliverables Checklist		<ul style="list-style-type: none"> Milestones of design. Design criteria set. Accepted level of effort. Minimum design Deliverable list. 	<ul style="list-style-type: none"> Design concept final. Design features defined. Type, size and location of all structures noted. Approval to begin ROW acquisition process. Approval of geometric design. Design Construction Approval. 	<ul style="list-style-type: none"> All deliverable elements and features included in the project outcome and cost schedule defined. Type, size and location of key elements and features noted. Geometric Review comments received and documented. 	<ul style="list-style-type: none"> The deliverables are submitted complete. Review and acceptance of design items of key elements and issues. Permits Obtained. All environmental permits are approved, verified, and accepted for inclusion into the plans. Construction items are complete and noted & documented. 	<ul style="list-style-type: none"> The Deliverables are Complete. All Review Comments addressed. Plans and specifications at end ROW acquisition. Final Project Approval. 	<ul style="list-style-type: none"> Close out items design Approval is achieved. ROW is clear. 	
Environmental Process and Deliverables Checklist	<ul style="list-style-type: none"> PODC Study is the basis for the development of the road. PODC will also document environmental issues. In the absence of a PODC, establish environmental issues in the project charter. 	<ul style="list-style-type: none"> Final Environmental Documentation and permits needed. Final plans submitted for review. Scope of work. 	<ul style="list-style-type: none"> Agency and public coordination completed. Permits needed verified and begin submission for studies initiated. Environmental Studies initiated. 	<ul style="list-style-type: none"> All environmental permit applications submitted. Permit conditions coordinated with the design team and incorporated into the plans. 	<ul style="list-style-type: none"> All environmental permits approved, verified, and accepted for inclusion into the plans. All environmental special provisions approved and included in the PODC plan set. All permits and environmental requirements completed. 	<ul style="list-style-type: none"> Environmental Commitment File completed. 	<ul style="list-style-type: none"> Environmental Permits in the Bid Docs Folder. 	
Cost Estimate	<ul style="list-style-type: none"> Preliminary cost estimate developed for project or not in the Transportation Construction Program. 	<ul style="list-style-type: none"> Budget assumptions communicated. 		<ul style="list-style-type: none"> Construction cost estimate updated. ROW cost estimate calculated (once scope of acquisition provided). 	<ul style="list-style-type: none"> Construction cost estimate completed. Summary of quantities completed. 	<ul style="list-style-type: none"> Construction cost estimate finalized. 	<ul style="list-style-type: none"> Construction cost estimate updated if needed. 	
Intersection Plans	<ul style="list-style-type: none"> Final Safety Study if available used to base on the scope of work. Intersection issues and discussions identified. 	<ul style="list-style-type: none"> Intersection improvement recommendations reviewed. 	<ul style="list-style-type: none"> Intersection Plans approved. Signal Plan initiated (if required). Confirm Turn Lane Queue Lengths and number of lanes. Verify ROW coverage on intersection site. 		<ul style="list-style-type: none"> Signal Plans layout completed. 	<ul style="list-style-type: none"> Final Plan Review. 	<ul style="list-style-type: none"> Final Plan Update. 	
Right-of-Way (ROW)	<ul style="list-style-type: none"> Requirements for Right of Way have been noted. Look at grades & locate to # of L&S needed (where impacted x 2) 	<ul style="list-style-type: none"> Preliminary ROW needs identified. Permits ordered. ROW Package Prepared & Ready. 	<ul style="list-style-type: none"> Submittal review with ROW team of the request of the County Engineer (Agreement, Plans to request). Right of Entry for project negotiations obtained at the request of the Project Manager. 	<ul style="list-style-type: none"> Submit preliminary ROW ID, maps showing existing and proposed right of way with ROW plans. ROW schedule meeting with County Engineer to review alignment & limits of construction. County Engineer to sign off on Plans will be provided with plans, etc. Large description of activities (L&S) will be requested and a decision of the County Engineer. Permit acquisition initiated. Relocation issues discussed & relocation plan initiated on Federally funded projects. 	<ul style="list-style-type: none"> Final ROW ID maps submitted to review (final ROW package (L&S) provided after review). L&S submitted for review (final L&S copies provided between ROW & L&S plan). ROW negotiations complete before going to bid. Contract Domain complete through COE (Order of Take) before going to bid. 	<ul style="list-style-type: none"> Right of Way callout of DOT Project. 		
Utility Construction and Plans	<ul style="list-style-type: none"> Phase limits identified. Preliminary Design Criteria established. Utility construction sequencing requirements for alignment and all issues. Approved alignments identified. How to use existing alignment information. Limitations identified. Design methods identified. Design specs defined. Final Studies Provided. 	<ul style="list-style-type: none"> New Alignment identified. Design criteria parameters approved. Preliminary layout designed. Vertical clearance reviewed. Conflicting traffic movements between mainline and on ramp (crossing) identified. Pedestrian & Bicycle needs identified. Structural identified. Access review completed. 	<ul style="list-style-type: none"> Final road way section completed, if any type section to station include by geometric software (ROW ID, design, slope, construction, drainage, vertical clear locations, and construction notes). Clear Zone Inventory & Calculation. Marking and major horizontal & vertical alignments designed. Geometric Check completed. Horizontal, horizontal, vertical and drainage. PROVIDE ALL AND CROSS SECTION IN FINAL PACKAGE AND COPY TO PROJECT PLAN REVIEW AND Survey Database Shell Match. 	<ul style="list-style-type: none"> All horizontal & vertical alignments & slope locations completed. Clearance Sections Reviewed for ROW ID in process. Design criteria parameters approved. Phase Alignment completed (i.e. barrier length of road, road objects, alignment design, drainage structures). ADK requirements completed. 	<ul style="list-style-type: none"> Final Plan Review. 	<ul style="list-style-type: none"> Final Plan Update. 		
Special Study Letters and IIS	<ul style="list-style-type: none"> How the new Special Study method works identified. 	<ul style="list-style-type: none"> Special design methodology completed. IIS design methodology to review completed. Type, size, and location completed. Information made on design sheets, as required. 	<ul style="list-style-type: none"> Study review. 	<ul style="list-style-type: none"> Deliverable Special Study submitted. 	<ul style="list-style-type: none"> Final Special Study submitted. 		<ul style="list-style-type: none"> Final Plan Update. 	

PROJECT MANAGEMENT	Project Definition and Summary	Project Startup	General Permit Review (GPR)	General Permit Review (GPR)	Preliminary Contract Review (PCR)	Final Contract Review (FCR)	Bid Review	Close Bid
Signage & Striping		<ul style="list-style-type: none"> Posting / No Posting Zone study 	<ul style="list-style-type: none"> Sign layout completed Existing signs to reuse, and relocate determined Potential conflicts between signal poles and utility 	<ul style="list-style-type: none"> Signing plans, notes, sign specifications completed Conflicts w/th signals, poles, or utility identified Coordination with utilities on structure or >alts identified and marking/foundation details completed Utility Agreement and Utility Relocation Requests submitted Preliminary Striping Plan 	<ul style="list-style-type: none"> Signing date sheets completed Final Striping Plan 		<ul style="list-style-type: none"> Final Plan Update 	
Soils & Paving	<ul style="list-style-type: none"> See PD&E or Preliminary Engineering Study 	<ul style="list-style-type: none"> Soils investigation initiated Preliminary Pavement Design Material Data/Maintenance Requested Traffic Type/Usage/Loading Conditions Field and Core Investigation completed Final Pavement Design Type/cls Being coordinated w/th signal, high mast & sign structures 	<ul style="list-style-type: none"> Soils and Geotechnical Report completed Pavement Planning Report completed Pavement Design Report Foundation Design checked for appropriateness 	<ul style="list-style-type: none"> Final Pavement Design Document Foundation Design for appropriate illumination completed 	<ul style="list-style-type: none"> Final Pavement Design 	<ul style="list-style-type: none"> Being logs submitted 	<ul style="list-style-type: none"> Geotechnical Report completed for contractor review Geotechnical Report & cross-sections posted on >website Pavement Page quantities and materials reviewed w/th Consultant for verification of field accuracy 	
Specifications					<ul style="list-style-type: none"> Prepare summary of quantities Determine item prices. All special provisions submitted for review and approval 	<ul style="list-style-type: none"> Approved Specifications 	<ul style="list-style-type: none"> Specifications updated if needed for Bid. 	
Stormwater Ponds and Hydraulics	<ul style="list-style-type: none"> Design criteria identified Storage Detention identified in accordance with Maintenance Water quality requirements identified 	<ul style="list-style-type: none"> Hydraulic and Water Quality issues identified. Differences confirmed w/th Maintenance Differences confirmed w/th Project Design Team Storm water Management and Report Requirements and type documented 	<ul style="list-style-type: none"> Storage facilities determined. Preliminary Hydraulic Report completed, including: <ul style="list-style-type: none"> Documentation of differences to existing basins and tanks Storm Water Report Preliminary Stormwater Management options to identify Right of Way needs completed 	<ul style="list-style-type: none"> Pond Design Ready for Permitting 	<ul style="list-style-type: none"> Approved Hydraulic Report Storm >site details completed 	<ul style="list-style-type: none"> Pond Final Layout Storm Sewer and Culverts finalized 	<ul style="list-style-type: none"> Final Plan Update 	
Structures (Bridges, Retaining Walls, Noise Walls, High Mast Lighting, sign structures)	<ul style="list-style-type: none"> Identified Bridges, Culverts, Walls structures reviewed. 	<ul style="list-style-type: none"> Bridge & Special Studies scope and RFP 	<ul style="list-style-type: none"> Bridge and Studies initial review 	<ul style="list-style-type: none"> Structural layouts completed Continue Review 	<ul style="list-style-type: none"> Bridge Plan & Culverts review 	<ul style="list-style-type: none"> Final Bridge, Culvert and Structures Plans 	<ul style="list-style-type: none"> Final Plan Update 	
Survey & Mapping	<ul style="list-style-type: none"> Proposed Survey & Mapping limits identified. Review and County approval of consultant's approach to establishing Horizontal and Vertical control. 	<ul style="list-style-type: none"> Proposed Horizontal and Vertical Control Networks completed. Control Networks approved by County before data collection. RQW Package received from County and reviewed Any >as applicable to be included incorporated 	<ul style="list-style-type: none"> Scope of Survey coordinated w/th Design Team Topographic Survey performed including location of designated utility, >altlands and flood zones. Design level mapping completed. Record of Survey completed. 	<ul style="list-style-type: none"> Field review of proposed features completed Right of Way mapping plan coordinated through the County Right of Way Section and utility 	<ul style="list-style-type: none"> Updated Survey for Proposed Right of Way Acquisition Logs and Sketches completed and submitted for review by County Right of Way Section. 	<ul style="list-style-type: none"> All previous comments have been addressed. Minor changes if any. Updated Survey for Proposed Right of Way 	<ul style="list-style-type: none"> Final signed and sealed Survey and sections filed in appropriate format for distribution to County Staff. 	<ul style="list-style-type: none"> Right of Way assessment taking coordinated through County Survey and Right of Way section.
Temporary Erosion and Sediment Control (TESC)		<ul style="list-style-type: none"> Initial discussion and review of special features such as CFV, Seams, and Wetlands 		<ul style="list-style-type: none"> TESC plan submitted for review 	<ul style="list-style-type: none"> TESC approved Water Quality Monitoring Plan submitted 	<ul style="list-style-type: none"> Custom Control Plans and Notes completed 	<ul style="list-style-type: none"> NPDES permit identified for contractor to acquire or supplied by UCPM 	<ul style="list-style-type: none"> NPDES Permit in place
Utilities	<ul style="list-style-type: none"> Utilities within the project limits noted Permit application for utility easements submitted 	<ul style="list-style-type: none"> Potential utility relocations identified Responsibility for costs established. Utility >as-Quota requested 	<ul style="list-style-type: none"> Utility Plan with >as-built information completed and transmitted to Utilities Preliminary Utility conflicts identified Project Overview Meeting held w/th Utility Owners Subcontract Utility Engineering (SUE) Quality Level C & D completed Determination of need for SUE Quality Level A & B Relocation plans and schedule requested from utility 	<ul style="list-style-type: none"> Utility relocation meeting held Utility Relocation Plans and schedule obtained and approved Utility and relocated agreements completed 	<ul style="list-style-type: none"> Utility Relocation Plan information and specifications Letter of Understanding issued to utility requiring relocation Utility, service, and related agreements completed Subcontract Utility Engineering (SUE) Quality Level A & B completed if applicable 	<ul style="list-style-type: none"> Utility relocation and schedule monitored and coordination completed 	<ul style="list-style-type: none"> Utility relocation work completed 	
Public Involvement Plan	<ul style="list-style-type: none"> PP Review of the PD&E or Preliminary Engineering Study 	<ul style="list-style-type: none"> Public Involvement Plan completed 		<ul style="list-style-type: none"> Public Meeting if Required 	<ul style="list-style-type: none"> Public Meeting if Required 	<ul style="list-style-type: none"> Public Meeting if Required 		
Work Zone Traffic Control		<ul style="list-style-type: none"> Traffic control strategy documented 	<ul style="list-style-type: none"> Preliminary traffic control layouts completed 	<ul style="list-style-type: none"> Traffic control plans showing Construction Sequence and staging completed 	<ul style="list-style-type: none"> Final traffic control plans completed Final detour plans completed 	<ul style="list-style-type: none"> Traffic Control Plans Completed 		