

**BROWN & BROWN ECONOMIC DEVELOPMENT GRANT AGREEMENT**

**THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT** (this “Agreement”), is entered into by and between the City of Daytona Beach, a Florida municipal corporation (the “City”), Volusia County, a Florida political subdivision (the “County”), and BROWN & BROWN, a Florida corporation, (“B&B”), and is effective as of the date of last signature below(the “Effective Date”).

**WITNESSETH:**

**WHEREAS**, B&B is an existing business that has been headquartered in Volusia County, Florida since 1939 with over 230 offices in 43 states and more than 8,000 employees nationwide; and

**WHEREAS**, B&B has announced its intent, subject to certain conditions more specifically set forth herein, to create no fewer than 450 full time equivalent jobs with an average annual salary of \$41,300.00 (the “New Jobs”) to the City of Daytona Beach by December 31, 2022; and

**WHEREAS**, in connection with the proposed relocation, B&B is planning to redevelop property located on Beach Street in downtown Daytona Beach as more particularly described on attached **Exhibit “A”** (the “B&B Property”), with a 175,000 square foot office building and related support and ancillary facilities (the “B&B Campus”) as generally depicted on attached **Exhibit “B”**; and

**WHEREAS**, the B&B Property and the proposed B&B Campus are located in the Downtown Community Redevelopment Area (“the Redevelopment Area”), and the proposed redevelopment project is consistent with the goals and objectives of the adopted Community Redevelopment Plan for the Downtown Road Redevelopment Area (the “Redevelopment Plan”); and

**WHEREAS**, Objective 5.4 of the Redevelopment Plan identifies a public interest in targeting and supporting the establishment of new employment opportunities in the Redevelopment Area, and specifies that public incentives including tax increment financing and other economic development tools should be considered to secure such employment opportunities and improve the overall economic vitality of the Redevelopment Area; and

**WHEREAS**, the parties have identified certain public infrastructure improvements (the “Public Infrastructure Improvements”) as generally described on **Exhibit “C”** and defined below, that are required to serve the B&B Property which will also benefit the surrounding properties, support existing businesses in the vicinity, foster additional redevelopment, and generate sustainable economic activity in the Redevelopment Area; and

**WHEREAS**, consistent with the adopted goals and policies of the Redevelopment Plan, B&B has requested assistance from the City and the County in the form of an economic

development grant to offset the costs associated with the Public Infrastructure Improvements; and

**WHEREAS**, the City desires to facilitate the successful redevelopment of the B&B Property and establishment of the B&B Campus in a manner that is consistent with the Redevelopment Plan and in order to realize the identified public benefits set forth in the Redevelopment Plan as a result of improved public infrastructure in the Redevelopment Area; and

**WHEREAS**, the City has the authority set forth in §163.370(2) and §166.021(8), Florida Statutes (2017), to provide public funding for the purpose of community redevelopment and the enhancement and expansion of existing business to foster the creation of a strong, balanced, and stable economy; and

**WHEREAS**, the County desires to provide an economic development grant for redevelopment of the B&B Property and establishment of the B&B Campus pursuant to the County's authority set forth in, §125.01(1) and §125.045, Florida Statutes (2017), to provide public funding for the purpose of community redevelopment, and the enhancement and expansion of existing business, to foster the creation of a strong, balanced, and stable economy; and

**WHEREAS**, the parties desire to clarify their respective responsibilities, obligations, duties, powers, and liabilities concerning the installation, construction, operation, and maintenance of the proposed Public Infrastructure Improvements;

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

**SECTION 1. *Recitals.*** The foregoing recitals are true and correct and are hereby incorporated as part of this Agreement as if fully set forth herein.

**SECTION 2. *Authority.*** This Agreement is entered into by the City pursuant to the provisions of §163.370(2) and §166.021(8), Florida Statutes (2017), and by the County pursuant to the provisions of §125.01(1) and §125.045, Florida Statutes (2017), and other applicable provisions of law.

**SECTION 3. *Definitions.***

a. "B&B Campus" means the development as depicted on the Preliminary Site Plan attached hereto as **Exhibit "B"**, inclusive of the proposed construction of a commercial office building with a combined total building area of not less than 175,000 square feet (the "B&B Building"). The term "B&B Campus" shall include such modifications to the Preliminary Site Plan as approved and permitted by the City's final development order for the B&B Campus site plan.

b. "B&B Property" means the real property identified on attached **Exhibit "A"**.

c. “*Downtown Redevelopment Area*” or “*Redevelopment Area*” means the area identified in the Community Redevelopment Plan for the Downtown Redevelopment Area, as amended through August 4, 2010.

d. “*Legal Requirements*” means (i) all applicable federal, state, and local laws, ordinances, regulations, and codes, including the City’s Code of Ordinances and Land Development Code, and all development orders and permits issued thereunder; and (ii) the City’s standard construction details for public utility and right-of-way construction.

e. “*New Jobs*” means no less than 450 full time equivalent jobs with an average annual salary of \$41,300.00 created at the B&B Campus, in connection with the completed development of the B&B Property by December 31, 2022.

f. “*Public Infrastructure Improvements*” means all capital improvements that provide a public benefit, inclusive of transportation, drainage, stormwater, and water and sewer utilities, that occur in public rights of way, on dedicated public easements, or otherwise constructed in connection with the B&B Campus, as identified in **Exhibit “C”**, or as may be required to meet the Legal Requirements.

#### **SECTION 4. *City and County Infrastructure Grant Funds.***

a. *City Grant Funds.* The City will contribute grant funds in an amount not to exceed \$4,500,000.00 (the “City Grant Funds”) to induce commencement and encourage completion of the development of the B&B Campus. City Grant Funds will be applied as follows:

i. City Grant Funds will be used to reimburse B&B for the actual costs associated with the design, permitting, and construction, including all related earthwork, fill and grading, of the Public Infrastructure Improvements that occur in public rights of way or on dedicated public easements.

ii. City Grant Funds will also be applied to reimburse B&B for the actual costs associated with the design, permitting and construction of that portion of the Public Infrastructure Improvements associated with hardscape, landscaping, fountains, or lighting improvements occurring on the street frontages to the B&B Property adjacent to public rights of way.

b. *County Grant Funds.* The County will contribute grant funds in an amount not to exceed \$4,500,000.00 (the “County Grant Funds”) to induce commencement and encourage completion of the development of the B&B Campus. County Grant Funds will be applied as follows:

i. County Grant Funds will be used to reimburse B&B for the actual costs associated with the design, permitting, and construction of that portion of the Public Infrastructure Improvements associated with transportation infrastructure, and all related earthwork, fill, and grading.

ii. County Grant Funds will also be applied to reimburse B&B for the actual costs associated with the design, permitting and construction of that portion of the Public Infrastructure Improvements associated with stormwater treatment and management improvements, and all related earthwork, fill, and grading.

iii. The B&B Campus and associated New Jobs will require a robust and redundant information technology infrastructure capable of delivering reliable data transfer capacity of at least 1GB/s. The IT Infrastructure will be provided by one or more franchise telecommunication companies. Any remaining County Grant Funds may be used to fund costs associated with upsizing or expanding IT and Franchise Utilities.

c. *General Restriction on Use of Grant Funds.* All Grant Funds will be applied solely to reimburse B&B for the actual costs associated with the design, permitting, and construction, including all related earthwork, fill and grading, of Public Infrastructure Improvements.

d. *Costs in Excess of Grant Funds.* The City and County shall not be responsible for reimbursement to B&B for any costs to construct the Public Infrastructure Improvements in excess of Grant Funds provided herein. B&B expressly assumes the risk of all cost overruns in excess of Grant Funds provided herein, that are required to complete the Public Infrastructure Improvements, including the risk of unforeseen or unanticipated site conditions.

**SECTION 5. *Payment of County Grant Funds to City for Administration and Distribution.*** In order to streamline the review and approval of reimbursements due to B&B under the terms of this Agreement for costs associated with the Public Infrastructure Improvements, the County will transfer the County Grant Funds to the City for administration and distribution to B&B in accordance with the terms of this Agreement. The County will complete this transfer within 30 days after B&B has filed a written notice of request for payment of Grant Funds pursuant to Section 6. The City and County intend for their respective contributions to B&B to be as equal as possible and will jointly review the B&B request for Grant Funds so that there is an equal allocation between them with respect to the Public Infrastructure Improvement costs. Any unused County Grant Funds will be returned to the County by the City within 30 days after final distribution of Grant Funds to B&B under this Agreement.

**SECTION 6. *Distribution of City and County Grant Funds to B&B.*** Upon the completion of Public Infrastructure Improvements in accordance with Section 7, B&B may file a written notice of request for payment of the Grant Funds in full. The notice of request for payment of Grant Funds shall be provided within four (4) years of the Effective Date, unless such deadline is expressly extended by the City. The City will distribute all Grant Funds owed to B&B within 60 days after B&B's request provided, however, that no Grant Funds will be due and payable to B&B prior to October 1, 2018, regardless of whether B&B as filed the notice of request for payment prior to that date.

**SECTION 7. *Design, Permitting, and Construction of Public Infrastructure Improvements.*** B&B will cause the design, permitting, and construction of the Public Infrastructure Improvements, in accordance with the provisions of this Section.

a. *Compliance with Legal Requirements.* All Public Infrastructure Improvements will comply with Legal Requirements. If B&B proposes to install upgraded features (beyond standard public infrastructure construction requirements) such as upgraded hardscaping, landscaping, or decorative light fixtures in the right-of-way or on other public property in conjunction with the development of the B&B Property, approval of such features will only be granted (i) in conjunction with the City's approval of a planned development agreement in accordance with the City's Land Development Code, or (ii) in conjunction with the City's approval of a public use permit as provided in the Land Development Code.

b. *Retention of Project Engineer and Construction Contractor.* B&B will obtain the services of project engineer and construction contractor in accordance with the following requirements:

i. *Selection of Project Engineer.* Except as provided in Section 7.b.(iii), B&B will select a firm to design the Public Infrastructure Improvements and act as project engineer overseeing the construction of said Improvements, using a competitive solicitation process. B&B will require the project engineer to: (1) be properly licensed in Florida, (2) carry appropriate liability insurance, and (3) have substantial experience as project engineer for projects similar in scope to the design and construction of the Public Infrastructure Improvements (collectively, (1) – (3) are referred to as “minimum qualifications”).

ii. *Selection of Construction Contractor.* Except as provide in Section 7.b.(iii), B&B will select a contractor to construct the Public Infrastructure Improvements, using competitive bid procedures. Such procedures will require B&B to award the construction contract to the responsible bidder submitting the lowest responsive quote. For purposes herein, the term, “responsible” will have the same meaning as used in Section 30-82(8) of the City Code.

iii. *Selection of Design-Build Firm.* Nothing herein will be deemed to prohibit B&B from entering into a single contract with a design-build firm for both project engineering and construction services, provided that: (1) B&B will first hire a design professional to create design criteria, using a competitive proposal process, (2) B&B will also use a competitive proposal process, which will include review based on these design criteria, to select the design-build firm, and (3) the design-build firm selected must also meet all minimum qualification requirements set forth in Section 7.b.(i) and the responsible bidder requirements set forth in Section 7.b.(ii).

iv. *Additional Requirements.* B&B will publicly advertise solicitation of the services identified in Sections 7(b)(i)-(iii), as applicable, in a manner satisfactory to the City. Prior to soliciting such services, B&B will allow the City to review the draft solicitation procedure and solicitation package to ensure compliance with this Agreement. In addition, prior to execution of the construction contract, or as applicable the design-build contract, the City will

have the right to review and approve the proposed contract award to ensure that it meets the requirements of this Agreement.

c. *Preconstruction Submittals.* Before commencement of construction of Public Infrastructure Improvements, B&B will provide the City with a complete set of engineering drawings and specifications for the City's review. The City will have the right to reject these submittals if they fail to comply with the Legal Requirements or if they reflect improvements that are inconsistent with this Agreement. In addition, prior to construction, B&B will provide a signed, sealed statement by the project engineer certifying the estimated cost of constructing the Public Infrastructure Improvements in reasonable detail.

d. *Construction Contract Requirements.* B&B will ensure that the contract for construction of the Public Infrastructure Improvements will: (i) require the contractor to provide adequate liability insurance coverage, of types, in such amounts, and from insurers approved by the City's Risk Manager; and that such insurance name the City and County as additional insured; (ii) include provisions requiring the contractor to indemnify and hold the City and County harmless, the form of such provisions being subject to approval by the City Attorney; (iii) require the contractor to provide a performance and payment bond meeting the requirements of Section 7.e., below; (iv) require a warranty by the contractor of all labor, materials, and installation for a minimum period of 12 months following the City's acceptance of the Public Infrastructure Improvements, and require the contractor to provide a maintenance bond in the amount of 10% of the estimated cost of constructing such Improvements, as certified by the contractor's design professional. The warranty and the bond must be in favor of the City; (v) require that all product warranties be assigned to the City as a condition of the City's acceptance of the Public Infrastructure Improvements; and (vi) provide that B&B's rights under the construction contract will be assignable to the City if B&B abandons construction of the B&B Campus project.

If B&B elects to use the services of a design-build firm for the design and construction of the Public Infrastructure Improvements, the design-build contract will also meet these requirements.

e. *Performance and Payment Bond.* The performance and payment bond will be in an amount equal to at least 110% of the estimated cost of constructing the Public Infrastructure Improvements as certified by the project engineer, and will name the City and County as co-obligees. The bond will in a form acceptable to the City Attorney. The bond must be accompanied by sufficient evidence of the authority of the issuing agent, including a certified copy of the power of attorney of the person signing the bond on the surety's behalf. The surety company executing the bond must be must be rated "A" or better by A.M. Best Key Rating Guide, authorized to do business in the State of Florida, and must be listed by the United States Treasury Department Treasury Fiscal Service, Bureau of Government Financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as being approved

for writing bonds for federal projects on its current list in an amount not less than the required bond amount.

f. *Monitoring of Work; Fee.* The City will at all times prior to acceptance of the Public Infrastructure Improvements have the right to access the work and inspect for compliance with this Agreement. Prior to the City's issuance of any permit required to commence construction of Public Infrastructure Improvements, B&B will pay the City a one-time fee equal to 1% of the project engineer's signed and sealed cost estimate for Public Infrastructure Improvements. This fee will be used to defray the City's cost of inspecting the Public Infrastructure Improvements prior to completion. The Grant Funds may be used to offset this fee.

g. *Certificate of Completion.* At such time as B&B believes the construction of Public Infrastructure Improvements to be complete, B&B will request the City to provide a final inspection walkthrough. The City will promptly schedule and conduct the walkthrough with appropriate technical staff. If City staff identify any technical defects, B&B will cause the construction contractor to repair same and request an additional walkthrough.

If based on the walkthrough inspection the City affirms that the work is complete, the City will so notify B&B, which will then be authorized to provide the City a certificate of completion. The certificate will include the following:

- i. Proof that all roadway, water and sewer, and other City impact fees, if applicable, have been paid or otherwise satisfied.
- ii. A signed, sealed letter from the project engineer, (1) stating that all Public Infrastructure Improvements have been constructed in strict compliance with the Legal Requirements and in substantial conformance with the engineering drawings and specifications approved by the City, and (2) setting forth a detailed cost breakdown of all Public Infrastructure Improvements.
- iii. A written assignment of all applicable product warranties.
- iv. The maintenance bond required above.
- v. Sealed as-built plans.
- vi. An affidavit certifying proof of payment of all subcontractors and suppliers.
- vii. A bill of sale, for all Public Infrastructure Improvements, as applicable.
- viii. A tender of any utility or other easements that are needed by the City to accept ownership and maintenance of Public Infrastructure Improvements in form reasonably acceptable to the City.

h. *Completion of Public Infrastructure Improvements.* The Public Infrastructure Improvements will be deemed complete for purposes of this Agreement when the City issues a notice of acceptance. The City will only issue such notice after B&B has submitted the certificate of completion in strict conformance with the requirements above. The City will promptly provide B&B written notice of acceptance once these conditions are met.

i. *Stormwater Management Facilities.* B&B will own and maintain all necessary stormwater management facilities that exclusively serve the B&B Campus. In the event the Public Infrastructure Improvements include joint stormwater management facilities that serve the B&B Campus and other property in the vicinity or public roadways, ownership and maintenance of those stormwater management facilities will be determined by subsequent easement agreements acceptable to the City, B&B and, if applicable, the County. The City will cooperate with B&B to provide any necessary connections to the City's stormwater management system. B&B will be responsible for paying the City's normal and customary fees associated with the provision of stormwater management services.

j. *Water and Sewer Service.* The City as the water and sewer service provider within its municipal boundaries will be the sole provider of such services to the B&B Campus. B&B will be responsible for paying the City's normal and customary fees associated with the provision of those services.

**SECTION 8. Covenants of B&B.** In addition to express obligations of B&B in other provisions of this Agreement, B&B covenants to meet certain development and employment criteria by dates certain and has agreed to construct or acquire, operate, and maintain the B&B Building and Campus, in accordance with certain terms and conditions as set forth in this Section. B&B, as a material inducement to the City and County to enter this agreement, hereby covenants and agrees to the following:

a. *New Jobs.* B&B shall provide evidence that New Jobs have been created in connection with the development of the B&B Campus and associated B&B Building. Evidence provided to the City and County shall be a certification of compliance from the Department of Economic Opportunity in connection with the State of Florida's Qualified Targeted Industry program agreement entered into by B&B.

b. *B&B Campus.* B&B shall provide evidence that B&B has constructed a minimum of 175,000 square feet of office space in connection with the development of the B&B Campus and associated B&B Building.

c. *Compliance Deadline.* The B&B Campus must meet the requirements of Sections 8(a) and (b) by December 31, 2022, unless such deadline is expressly extended by the City.

d. *Reduction in City and County Grant Funds for Non-Compliance.* In the event that B&B fails to satisfy the covenants contained in Sections 8(a) or (b), the amount of the City and County Grant Funds shall be reduced in proportion to the amount by



which B&B missed the applicable performance standard set forth in those sections. For example, in the event the total number of New Employees is 405, the City and County Grant Funds shall be reduced by 10% ( $405/450 = .9 \times \$9,000,000 = \$8,100,000$ ). Similarly, if the total office square footage constructed on the B&B Campus is 140,000 square feet, the City and County Grant Funds shall be reduced by 20% ( $140,000/175,000 = .8 \times \$9,000,000 = \$7,200,000$ ). In the event the City and County Grant Funds have already been paid to B&B at the time it becomes known that the covenants contained in either Section 8(a) or (b) have not been met, then B&B shall refund the difference in the amount of City and County Grant Funds distributed in Section 6 and the reduced amount calculated as set forth in this Section to the City and County, as appropriate.

**SECTION 9. *City's Police Powers.*** Nothing contained in this Agreement will be construed as a waiver of, or contract, with respect to the regulatory and permitting authority of the City under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

**SECTION 10. *Notice.*** All notices required or permitted under this Agreement shall be in writing and hand-delivered or mailed to the following parties.

For B&B:

Brown & Brown, Inc.  
Attn: David Lotz, Esq.  
220 S. Ridgewood Ave.  
Daytona Beach, FL 32114

With a copy to:

Cobb Cole  
149 South Ridgewood Ave.  
7th Floor  
Daytona Beach, FL 32115

For the City:

City Manager  
301 S. Ridgewood Ave.  
Daytona Beach, FL 32114

With a copy to:

City Attorney  
301 S. Ridgewood Ave.  
Daytona Beach, FL 32114

For the County:

County Manager  
123 W. Indiana Avenue  
DeLand, FL 32720

With a copy to:

County Attorney  
123 W. Indiana Avenue  
DeLand, FL 32720

**SECTION 11. *Complete Agreement; Agreement to be Recorded.*** This Agreement represents the complete understanding by and between the parties with respect to the subjects set forth herein. Any and all prior agreements between the parties with respect to any subject contemplated by this Agreement are hereby voided and superseded by this Agreement. All parties have participated equally in the drafting and preparation of this Agreement. This Agreement shall be recorded in the Public Records of Volusia County, Florida. The terms and conditions imposed by this Agreement shall be binding upon all successors in interest in the B&B Property.

**SECTION 12. *Dispute Resolution.*** The parties to this Agreement agree that any dispute arising from the terms and conditions set forth herein shall be submitted to mediation prior to the

institution of any legal suit.

**SECTION 13. *Venue and Severability.*** In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be exclusively in Volusia County, Florida. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

**SECTION 14. *Waiver of Jury Trial.*** The parties agree that they have knowingly waived the right to trial by jury and have instead agreed that, in the event of any litigation arising out of or connected to this Agreement, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

**SECTION 15. *Limitation on Waivers.*** The waiver of any provision of this Agreement will not be deemed to be a waiver of any other provision of this Agreement. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided in writing, nor will a waiver of any default be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement, whether the default is known or not, does not constitute a waiver or estoppel of the right to do so.

**SECTION 16. *No Third Party Beneficiaries.*** There are no third party beneficiaries and no party shall have any rights pursuant to this Agreement or arising out of this Agreement except for the B&B, the County and the City.

**SECTION 17. *Force Majeure.*** In the event that fire, riots or civil commotion, acts of government or government immobility (whether federal, state, or local), war, acts of God, or contingencies beyond the reasonable control of a party (hereinafter, "force majeure event") interfere with or prevent the fulfillment by such party of its obligations hereunder, such obligations will be suspended until such time as such contingency or contingencies have terminated. Each party will promptly notify the other upon becoming aware that any such contingency or contingencies have occurred or are likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations hereunder.

**SECTION 18. *No Assignment.*** This Agreement cannot be transferred or assigned without the prior written permission of the other parties.

**SECTION 19. *Provisions to Survive Termination.*** All terms and conditions of this Agreement which contemplate a period of time beyond completion or termination will survive such completion or termination and not be merged therein or otherwise terminated. All time stated herein is of the essence.

**SECTION 20. *No General Obligation.*** The County and City covenant to budget and appropriate from legally available, non-ad valorem funds, the contributions provided for above in the fiscal year when due. The foregoing covenants to budget and appropriate by the County and City do not create any lien upon or pledge of such non-ad valorem funds; preclude the parties

from pledging non-ad valorem funds in the future; require the County or City to levy and collect any particular non-ad valorem funds; or give a prior claim on the non-ad valorem funds as opposed to claims of general creditors. The covenants to appropriate non-ad valorem funds are subject in all respects to the payment of obligations secured by a pledge of such non-ad valorem funds heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenants to budget and appropriate by the County and City in their respective general annual budgets for the purposes and in the manner stated herein shall have the effect of making non-ad valorem funds available for the payment of amounts described in this Agreement, and place on the County and City a material duty to appropriate and budget by amendment, if necessary, amounts sufficient to meet their obligations hereunder; subject, however, in all respects to the provisions of general law which provide that the County and City shall not make appropriations in a fiscal year which exceed the amount to be received from taxation or other revenue sources during such fiscal year; and subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare, and safety of the inhabitants of the County and City or which are legally mandated by applicable law.

No provision of this Agreement shall be considered a debt obligation of the County or City within the meaning of any constitutional or statutory provision or limitation. Amounts payable hereunder are limited obligations of the County or City respectively and neither the full faith and credit nor the taxing power of the City, the County, the State of Florida or any political subdivision is pledged as security for the obligations due hereunder.

**SECTION 21. *B&B's Representations.*** B&B represents that it will establish as a goal to retain, hire, or engage Volusia County contractors for design and construction of the Public Infrastructure Improvements, and to encourage or require its contractors, vendors, and service providers to achieve a minimum of 20% employment of Volusia County residents.

**IN WITNESS WHEREOF**, the Parties hereto attached their hands and seals on the dates set forth below.

**THE CITY OF DAYTONA BEACH,  
FLORIDA**

Attest:

By: \_\_\_\_\_  
Derrick L. Henry, Mayor

By: \_\_\_\_\_  
Letitia LaMagna, City Clerk

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

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Derrick L. Henry, Mayor, on behalf of the City, who is personally known to me and did not take an oath.

\_\_\_\_\_  
Notary Public  
Commission No: \_\_\_\_\_

**THE COUNTY OF VOLUSIA**

By: \_\_\_\_\_  
Ed Kelley, County Chair

Attest:

By: \_\_\_\_\_  
James T. Dinneen, County Manager

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

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by Ed Kelley, County Chair, on behalf of the County, who is personally known to me and did not take an oath.

\_\_\_\_\_  
Notary Public  
Commission No: \_\_\_\_\_

**BROWN & BROWN, INC.**, a Florida corporation

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Print Name of Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Print Name of Witness 2

By: \_\_\_\_\_  
Print Name: J. Powell Brown  
Title: President and CEO

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

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by J. Powell Brown, as President and CEO of Brown & Brown, Inc., a Florida corporation. He is  personally known to me, or  produced as identification \_\_\_\_\_, and did not take an oath.

\_\_\_\_\_  
Notary Public  
Commission No. \_\_\_\_\_

**Exhibit "A" – Legal Description for Brown & Brown Property**

Parcel I:

A parcel of land lying within Lots 1, 2, 3, 4, North 1/2 of Lot 5, part of Lot 6, Lots 7 through 13, parts of Lots 14 and 15 and East 45 feet of Lot 37, Block 50; Together with Lots 3 through 6, part of Lot 7 and Lots 8 through 11, Block 51, MASON AND COLEMAN'S ADDITION TO DAYTONA, according to plat thereof, recorded in Deed Book "I", Page 151, of the Public Records of Volusia County, Florida; Together with Lots 13, 14, and 15, ELLA E. COLEMAN SUBDIVISION, according to plat thereof, recorded Map Book 2, Page 123, of the Public Records of Volusia County, Florida; and, Together with Lots 7, 8, 9, 10, and 11, C. A. BALLOUGH RESUBDIVISION, according to plat thereof, recorded in Map Book 5, Page 63, of the Public Records of Volusia County, Florida and being more particularly described as follows:

Tract "A"

Beginning at the Southwest corner of Lot 7, said C. A. BALLOUGH RESUBDIVISION, said point also lying on the North line of San Juan Avenue, a 35 foot wide right of way and the East line of Wisconsin Place, a 27 foot wide right of way as shown on said Plat of C. A. BALLOUGH RESUBDIVISION, run N24°13'07"W, along the West line of Lots 7, 8, 9 and 10, said Ballough Subdivision, a distance of 315.52 feet to a point on the North right of way line of First Avenue, said point also lying on the South of Lot 8, Block 51, said MASON AND COLEMAN'S ADDITION TO DAYTONA; thence along said North right of way line, S66°16'20"W a distance of 262.70 feet to the Southwest corner of Lot 11, Block 51, said MASON AND COLEMAN'S ADDITION TO DAYTONA; thence along the West line of said Lot 11, Block 51, N23°43'40"W, a distance of 287.52 feet to a point on the South right of way line of Mullally Street, a 40 foot wide right-of-way as now laid out and in use; thence, along said South line, N66°16'20"E, a distance of 321.48 feet; thence departing said South right of way line, S22°46'59"E a distance of 74.99 feet; thence N66°16'20"E a distance of 50.00 feet to a point on the West right of way line of Daytona Street, a 50 foot wide right of way as now laid out and in use; thence along said West right of way line, S22°46'59"E a distance of 11.68 feet; thence departing said West right of way line, N66°14'34"E, along a Westerly extension of the North line of Lot 3, Block 51, said MASON AND COLEMAN'S ADDITION TO DAYTONA and along the North line of said Lot 3, Block 51, a distance of 339.00 feet to the intersection of the North line of said Lot 3, Block 51 and the West right of way line of Beach Street, a prescriptive right of way of varying width; thence, along said West right of way line, S09°38'25"E a distance of 207.23 feet; thence continuing along said West right of way line, S12°19'16"E, a distance of 49.76 feet; thence, continuing along said West right of way line, S16°30'37"E a distance of 50.40 feet; thence continuing along said West right of way line S18°19'53"E, a distance of 217.46 feet to the intersection of said West right of way line and the North right of way line of the aforementioned San Juan Avenue; thence along said North right

of way line, S66°14'11"W, a distance of 359.44 feet to the Point of Beginning.

Tract "B"

Lots 13, 14, and 15, ELLA E. COLEMAN SUBDIVISION, according to plat thereof, recorded in Map Book 2, Page 123 (re-filed in Map Book 22, Page 10), of the Public Records of Volusia County, Florida.

Together with: The Southerly one-half except the Northerly Ten (10) feet of Lot 6, and all of Lot 7, Block 50, MASON AND COLEMAN'S ADDITION TO DAYTONA, according to the plat thereof, as recorded in Deed Book "I", Page 151, of the Public Records of Volusia County, Florida.

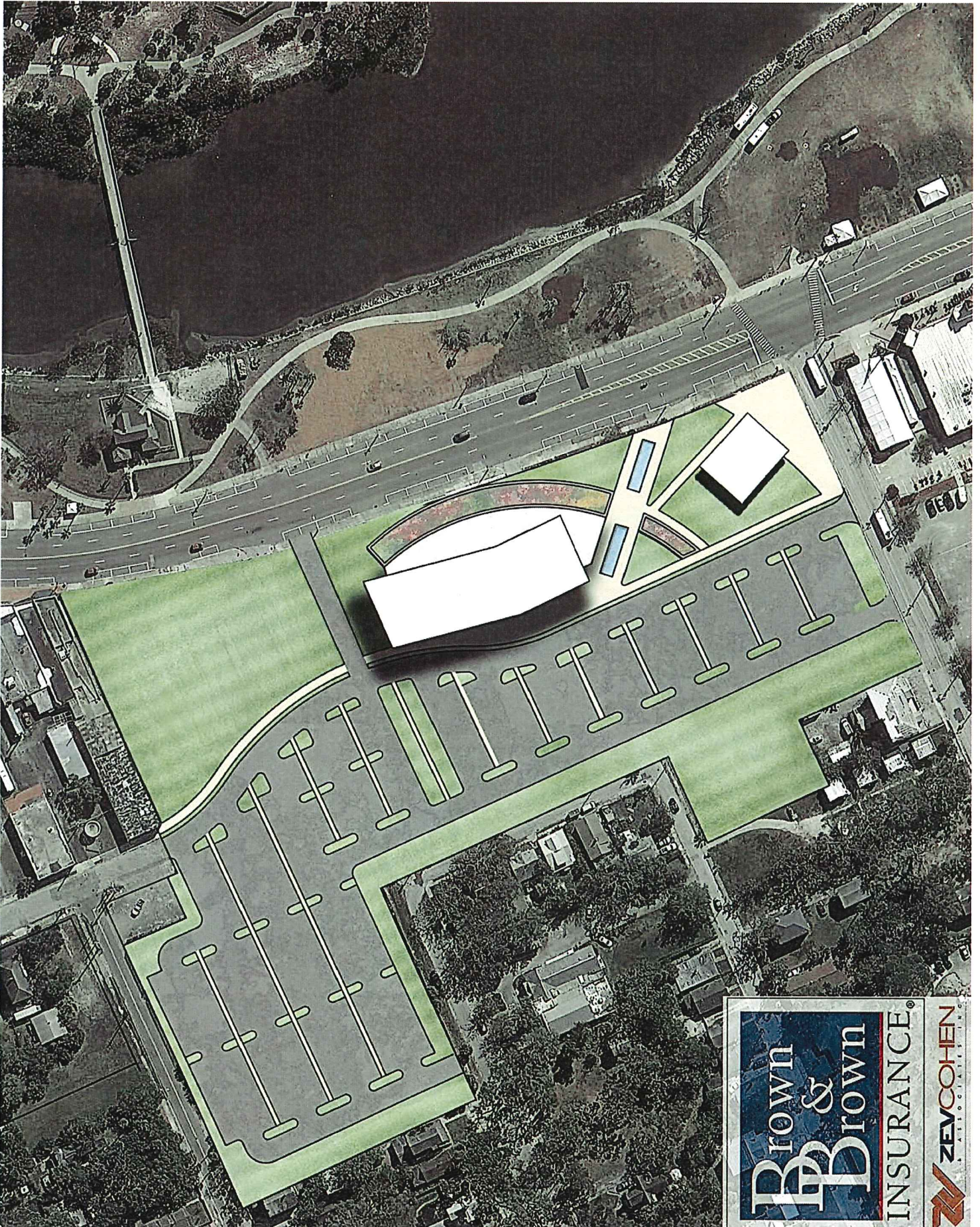
Together with: Lot(S) 8, 9, 10, 11, 12, 13, 14 and the Northerly 1/2 of Lot 15, excepting therefrom the Westerly 5 feet of the Southerly 150.25 feet of said Lot 14, all in Block 50, MASON AND COLEMAN'S ADDITION TO DAYTONA, according to plat thereof, as recorded in Deed Book "I", Page 151, of the Public Records of Volusia County, Florida.

Parcel II:

All that part of San Juan Avenue, a 35 foot wide right of way and the alleyway lying immediately East of said San Juan Avenue, along with Lot 13, said Lot currently in use as part of San Juan Avenue, as shown on the Plat of C.A. BALLOUGH RESUBDIVISION, as recorded in Map Book 5, Page 63, of the Public Records of Volusia County, Florida, as lies Easterly of the East right of way line of Wisconsin Place, a 27 foot wide right of way as per said C.A. BALLOUGH RESUBDIVISION, extended South to the South line of said San Juan Avenue and Westerly of the West right of way line of Beach Street, as now laid out and in use, together with that part of the Lot 6, Block 50, MASON AND COLEMAN'S ADDITION TO DAYTONA, according to the plat thereof, as recorded in Deed Book "I", Page 151, Public Records of said Volusia County, and currently in use as San Juan Avenue, as lies Northerly of the North line of the Southerly 1/2, except the Northerly 10 feet thereof, of said Lot 6, Block 50, MASON AND COLEMAN'S ADDITION TO DAYTONA, and lying Westerly of the West right of way line of said Beach Street.



Exhibit B



# Exhibit C Public Infrastructure Improvements



**ZEV COHEN  
& ASSOCIATES, INC.**

<b>Project Name:</b>	Brown & Brown Expansion
<b>Project Number:</b>	ZC 17105
<b>Date:</b>	October 18, 2017
<b>Item:</b>	Engineer's Opinion of Cost

300 Interchange Blvd. Ormond Beach, FL  
 Phone: 386-677-2482 Fax: 386-677-2505  
 Engineers . Planners . Landscape Architecture

## Engineer's Opinion of Cost

Item	Amount
<b>Sewage Collection System</b> Cost Includes: 1. Demolition and reconstruction of existing public sanitary lift station # 21 2. Demolition and/or reconstruction of existing gravity sewer serving off-site properties 3. Demolition, reconstruction, and upsizing of existing public force main	\$ 1,330,000.00
<b>Drainage System</b> Cost Includes: 1. Construction of stormwater treatment system 2. Placement of fill to provide groundwater separation for treatment system 3. Improvement of existing stormwater system serving off-site properties	\$ 2,180,700.00
<b>Potable Water Distribution System</b> Cost Includes: 1. Construct new 14" water main along Dr. Mary McLeod Bethune Blvd. to serve off-site properties 2. Demolition and/or reconstruction of existing water mains serving off-site properties	\$ 566,810.00
<b>Reclaimed Water Distribution System</b> Cost Includes: 1. Construct new 8" reclaimed water main along Dr. Mary McLeod Bethune Blvd. to serve off-site properties	\$ 173,190.00
<b>Hardscape</b> Cost Includes: 1. Construction of streetscape and frontage improvements	\$ 850,000.00
<b>Landscape</b> Cost Includes: 1. Construction of streetscape and frontage improvements	\$ 300,000.00
<b>Irrigation</b> Cost Includes: 1. Construction of streetscape and frontage improvements	\$ 75,000.00
<b>Fountain</b> Cost Includes: 1. Construction of streetscape and frontage improvements	\$ 250,000.00
<b>Lighting</b> Cost Includes: 1. Construction of streetscape and frontage improvements	\$ 500,000.00
<b>IT and Franchise Utility Allowance</b> Cost Includes: 1. Extension/upsizing of required franchise utilities and project specific utilities to the site, including but not limited to, FPL, AT&T, and Teco	\$ 500,000.00
<b>Environmental Remediation</b> Cost Includes: 1. The associated costs with the existing BSRA	\$ 150,000.00
<b>TOTAL</b>	<b>\$ 6,875,700.00</b>

# Exhibit C Public Infrastructure Improvements



**ZEV COHEN**  
& ASSOCIATES, INC.

300 Interchange Blvd. Ormond Beach, FL  
Phone: 386-677-2482 Fax: 386-677-2505  
Engineers . Planners . Landscape Architecture

Project Name: Brown & Brown Expansion  
Project Number: ZC 17105  
Date: October 18, 2017  
Item: Engineer's Opinion of Cost

## *Engineer's Opinion of Cost*

Item	Amount
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**Assumptions:**

- 1) Costs, including hardscape, are based on Schematic Plans and will require refinement once final engineering and permitting is performed.
- 2) Costs do not include any land costs.
- 3) Estimate assumes there will be no unsuitable materials.
- 4) This estimate assumes that the existing soils and water table conditions are suitable for an underground exfiltration system.
- 5) This estimate assumes that this site will not be required to provide 100-year flood compensating storage.
- 6) This estimate assumes that the existing stormwater system that runs through the site will remain and be lined.
- 7) This cost does not include the full site costs associated with this project.
- 8) The lighting accounts for the hardscape and Right of Way areas only.
- 9) The Design and Permitting Costs include the design fees, bonding fees, inspection fees, application fees, etc.

## Exhibit C Public Infrastructure Improvements



**ZEV COHEN**  
& ASSOCIATES, INC.

<b>Project Name:</b>	Brown & Brown Expansion
<b>Project Number:</b>	ZC 17105
<b>Date:</b>	October 18, 2017
<b>Item:</b>	Engineers Estimate of Cost

300 Interchange Blvd. Ormond Beach, FL  
 Phone: 386-677-2482 Fax: 386-677-2505  
 Engineers . Planners . Landscape Architecture

### Sewage Collection System

Item	Quantity	Unit	Unit Price	Amount
<b>Gravity Lines</b>				
Gravity Sewer	1,000	LF	\$ 19.00	\$ 19,000.00
<b>Manholes</b>				
Public Manholes	6	EA	\$ 5,500.00	\$ 33,000.00
<b>Force Mains</b>				
12" DIP	800	LF	\$ 120.00	\$ 96,000.00
<b>Gate Valves</b>				
12"	6	EA	\$ 4,500.00	\$ 27,000.00
Misc. Blow offs and Fittings	1	LS	\$ 18,000.00	\$ 18,000.00
<b>Miscellaneous</b>				
Connect to Existing Manhole	1	LS	\$ 10,000.00	\$ 10,000.00
Pump/Lift Station	1	EA	\$ 600,000.00	\$ 600,000.00
Demo Existing Public Utilities	1	LS	\$ 150,000.00	\$ 150,000.00
Dewatering	1	LS	\$ 200,000.00	\$ 200,000.00
Erosion Control	1	LS	\$ 2,000.00	\$ 2,000.00
Design and Permitting Costs	1	LS	\$ 175,000.00	\$ 175,000.00
<b>SEWAGE COLLECTION TOTAL</b>				<b>\$ 1,330,000.00</b>

## Exhibit C Public Infrastructure Improvements



**ZEV COHEN**  
& ASSOCIATES, INC.

Project Name: Brown & Brown Expansion  
 Project Number: ZC 17105  
 Date: October 18, 2017  
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300 Interchange Blvd. Ormond Beach, FL  
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### ***Drainage System***

Item	Quantity	Unit	Unit Price	Amount
<b>High-Density Polyethylene</b>				
18" HDPE	1,150	LF	\$ 25.00	\$ 28,750.00
24" HDPE	320	LF	\$ 35.00	\$ 11,200.00
30" HDPE	125	LF	\$ 42.00	\$ 5,250.00
<b>Clearing</b>				
Clearing	1	LS	\$ 55,000.00	\$ 55,000.00
<b>Excavation</b>				
General	35,000	CY	\$ 2.00	\$ 70,000.00
Borrow (Fill, Spread, Compact)	45,000	CY	\$ 12.00	\$ 540,000.00
Grading	10	AC	\$ 1,500.00	\$ 15,000.00
<b>Inlets</b>				
TYPE "C" INLET (4' depth)	24	EA	\$ 3,000.00	\$ 72,000.00
<b>Junction Box</b>				
FDOT TYPE-J (5' dia)	10	EA	\$ 4,000.00	\$ 40,000.00
<b>Nyloplast Drain Basin/Inline Drains</b>				
Secondary Pipe/ Inlets	1	LS	\$ 100,000.00	\$ 100,000.00
<b>Miscellaneous</b>				
Storm Tech	1	LS	\$ 450,000.00	\$ 450,000.00
Erosion Control (add. BMPs required)	1	LS	\$ 10,000.00	\$ 10,000.00
Existing Stormwater Lining	1	LS	\$ 300,000.00	\$ 300,000.00
Dewatering	1	LS	\$ 100,000.00	\$ 100,000.00
Discharge Control Structure	1	EA	\$ 8,500.00	\$ 8,500.00
Remove and Replace Existing				
Public Stormwater	1	LS	\$ 100,000.00	\$ 100,000.00
Design and Permitting Costs	1	LS	\$ 275,000.00	\$ 275,000.00
<b>DRAINAGE SYSTEM TOTAL</b>				<b>\$ 2,180,700.00</b>

## Exhibit C Public Infrastructure Improvements



**ZEV COHEN**  
& ASSOCIATES, INC.

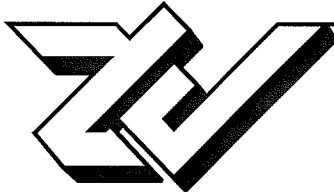
<b>Project Name:</b>	Brown & Brown Expansion
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300 Interchange Blvd. Ormond Beach, FL  
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### *Potable Water Distribution System*

Item	Quantity	Unit	Unit Price	Amount
<b>Ductile Iron Pipe</b>				
14" DIP (CL350)	570	LF	\$ 63.00	\$ 35,910.00
<b>Valves</b>				
14" Gate Valve w/ Box	5	EA	\$ 2,500.00	\$ 12,500.00
<b>Fire Hydrant w/ Valve</b>	5	EA	\$ 3,600.00	\$ 18,000.00
<b>Tapping Sleeves</b>				
12"x14" Tapping Sleeve & Valve	1	EA	\$ 18,000.00	\$ 18,000.00
<b>Drilling</b>				
14" HDPE Directional Drill & Drill Pit	1	LS	\$ 50,000.00	\$ 50,000.00
Misc. Drill Pit Reconstruction	1	LS	\$ 20,000.00	\$ 20,000.00
Misc. Blow offs and Fittings	1	LS	\$ 30,000.00	\$ 30,000.00
<b>Miscellaneous</b>				
Design and Permitting Fees	3	EA	\$ 1,800.00	\$ 5,400.00
Conflict Crossing (20LF, 10")	2	EA	\$ 2,500.00	\$ 5,000.00
Conflict Crossing (20LF, 14")	5	EA	\$ 5,000.00	\$ 25,000.00
Remove and Relocate Existing Water	1	LS	\$ 100,000.00	\$ 100,000.00
Dewatering	1	LS	\$ 150,000.00	\$ 150,000.00
Erosion Control	1	LS	\$ 2,000.00	\$ 2,000.00
Design and Permitting Costs	1	LS	\$ 95,000.00	\$ 95,000.00
<b>POTABLE WATER DISTRIBUTION SYSTEM TOTAL</b>				<b>\$ 566,810.00</b>

## Exhibit C Public Infrastructure Improvements



**ZEV COHEN**  
& ASSOCIATES, INC.

Project Name:	Brown & Brown Expansion
Project Number:	ZC 17105
Date:	October 18, 2017
Item:	Engineers Estimate of Cost

300 Interchange Blvd. Ormond Beach, FL  
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### ***Reclaimed Water Distribution System***

Item	Quantity	Unit	Unit Price	Amount
<b>Ductile Iron Pipe</b>				
8" DIP (CL350)	570	LS	\$ 42.00	\$ 23,940.00
<b>Valves</b>				
8" Gate Valve w/ Box	5	EA	\$ 1,250.00	\$ 6,250.00
Misc. Blow offs and Fittings	1	LS	\$ 15,000.00	\$ 15,000.00
<b>Miscellaneous</b>				
8" HDPE Directional Drill & Drill Pit	1	LS	\$ 30,000.00	\$ 30,000.00
Misc. Drill Pit Reconstruction	1	LS	\$ 20,000.00	\$ 20,000.00
Erosion Control	1	LS	\$ 2,000.00	\$ 2,000.00
Dewatering	1	LS	\$ 50,000.00	\$ 50,000.00
Design and Permitting Costs	1	LS	\$ 26,000.00	\$ 26,000.00
<b>RECLAIMED WATER DISTRIBUTION SYSTEM TOTAL</b>				<b>\$ 173,190.00</b>

# Exhibit C Public Infrastructure Improvements

## Public Improvements - Surface Improvements Estimate 10/13/2017

### Dr. Mary McLeod Bethune Blvd (New curb & sidewalk, Bike Lane, Signalization, pavement)

Description	Quantity	Unit	Unit Price	Amount
Mobilization	1	LS	\$ 57,000.00	\$ 57,000.00
MOT	1	LS	\$ 30,000.00	\$ 30,000.00
Milling 1.5"	4624	SY	\$ 3.25	\$ 15,028.25
Resurfacing 1.5" SP-9.5	4624	SY	\$ 10.00	\$ 46,240.76
Striping (Bike Lane)	2346	LF	\$ 0.90	\$ 2,111.40
Thermo (Roadway)	2344	LF	\$ 0.90	\$ 2,109.60
Thermo (Crosswalk)	80	LF	\$ 1.40	\$ 112.00
ADA Detectable Warning Surface	4	EA	\$ 225.00	\$ 900.00
Demo (Sidewalk/Curb)	1823	SY	\$ 8.00	\$ 14,584.89
6-Ft sidewalk	1440	SY	\$ 42.00	\$ 60,480.00
Type F Curbing	2160	LF	\$ 29.50	\$ 63,720.00
Driveway aprons	244	SY	\$ 42.00	\$ 10,266.67
Signal Replacement (MMB & Beach)	1	LS	\$ 350,000.00	\$ 350,000.00
Survey	1	LS	\$ 15,000.00	\$ 15,000.00
Design/permitting	1	LS	\$ 73,500.00	\$ 73,500.00
Street Lighting	44	EA	\$ 10,000.00	\$ 440,000.00
<b>Total ( 10% Contingency)=</b>				<b>\$ 1,299,158.91</b>

### San Juan (Restore high back curb & new sidewalk)

Description	Quantity	Unit	Unit Price	Amount
Mobilization	1	LS	\$ 14,000.00	\$ 14,000.00
MOT	1	LS	\$ 20,000.00	\$ 20,000.00
Milling 5.5"	2580	SY	\$ 9.50	\$ 24,510.00
Resurfacing 1.5" SP-9.5	2580	SY	\$ 10.00	\$ 25,800.00
Thermo (Roadway)	2344	LF	\$ 0.90	\$ 2,109.60
ADA Detectable Warning Surface	4	EA	\$ 225.00	\$ 900.00
Demo (Sidewalk)	1302	SY	\$ 8.00	\$ 10,417.78
5-Ft sidewalk	1289	SY	\$ 42.00	\$ 54,133.33
Survey	1	LS	\$ 7,500.00	\$ 7,500.00
Design/permitting	1	LS	\$ 16,500.00	\$ 16,500.00
Street Lighting	44	EA	\$ 10,000.00	\$ 440,000.00
<b>Total ( 10% Contingency)=</b>				<b>\$ 677,457.78</b>

### Wisconsin St (new sidewalks only) - \*Note Road is only 16 Ft wide

Description	Quantity	Unit	Unit Price	Amount
Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
MOT	1	LS	\$ 5,000.00	\$ 5,000.00
Demo (Sidewalk)	311	SY	\$ 8.00	\$ 2,488.89
5-Ft sidewalk	298	SY	\$ 42.00	\$ 12,506.67
Survey	1	LS	\$ 5,500.00	\$ 5,500.00
Design/permitting	1	LS	\$ 3,500.00	\$ 3,500.00
Street Lighting	12	EA	\$ 10,000.00	\$ 120,000.00
<b>Total ( 10% Contingency)=</b>				<b>\$ 169,395.11</b>

### First Ave (new sidewalks only) - \*Note Road is only 18 Ft wide & driveway aprons are missing or in poor condition

Description	Quantity	Unit	Unit Price	Amount
Mobilization	1	LS	\$ 6,500.00	\$ 6,500.00
MOT	1	LS	\$ 5,000.00	\$ 5,000.00
Demo (Sidewalk)	933	SY	\$ 8.00	\$ 7,466.67
5-Ft sidewalk	914	SY	\$ 42.00	\$ 38,406.67
Survey	1	LS	\$ 7,500.00	\$ 7,500.00
Design/permitting	1	LS	\$ 7,200.00	\$ 7,200.00
Street Lighting	26	EA	\$ 10,000.00	\$ 260,000.00
<b>Total ( 10% Contingency)=</b>				<b>\$ 365,280.67</b>

### Daytona St (new sidewalks only) -

Description	Quantity	Unit	Unit Price	Amount
Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00
MOT	1	LS	\$ 25,000.00	\$ 25,000.00
Milling 1.5"	2167	SY	\$ 3.25	\$ 7,041.67
Resurfacing 1.5" SP-9.5	2167	SY	\$ 10.00	\$ 21,666.67
Demo (Sidewalk)	784	SY	\$ 8.00	\$ 6,275.56
5-Ft sidewalk	744	SY	\$ 42.00	\$ 31,266.67
Survey	1	LS	\$ 7,500.00	\$ 7,500.00
Design/permitting	1	LS	\$ 37,000.00	\$ 37,000.00
Street Lighting	26	EA	\$ 10,000.00	\$ 260,000.00
<b>Total ( 10% Contingency)=</b>				<b>\$ 479,325.61</b>

**Grand Total (Excluding Mullaly & Beach St, and landscaping) = \$ 2,990,618.08**