

BCC Mtg. Date: Aug. 16, 2016

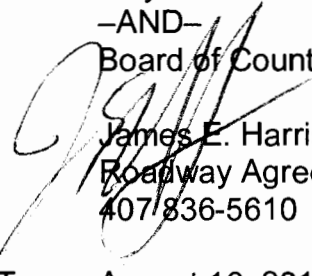


Interoffice Memorandum

July 25, 2016

AGENDA ITEM

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM:  James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee
407/836-5610

SUBJECT: August 16, 2016 – Consent Item
Proportionate Share Agreement for The Reserve at Alafaya

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for The Reserve at Alafaya on Woodbury Road (From Golfway Boulevard to Lake Underhill Road) ("Agreement") by and among Alafaya Com Tract 7, LLC; Alafaya TH Tract 4, LLC; Alafaya SF Properties, LLC and Orange County for a proportionate share payment in the amount of \$249,560. Pursuant to Section 163.3180(5)(h), Florida Statutes, an applicant may mitigate capacity deficiencies by entering into a Proportionate Share Agreement and contributing a proportionate share payment. The Proportionate Share Payment is due within 30 days of the effective date of this Agreement. The Agreement follows the recommendations of the Roadway Agreement Committee providing for the mitigation of road impacts on Woodbury Road for thirty-four deficient trips on the road segment from Golfway Boulevard to Lake Underhill Road in an amount of \$7,340 per trip.

The Roadway Agreement Committee approved the Proportionate Share Agreement on April 6, 2016. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

ACTION REQUESTED: Approval and execution of Proportionate Share Agreement for The Reserve at Alafaya Alafaya Com Tract 7, LLC, Alafaya TH Tract 4, LLC, and Alafaya SF Properties, LLC Woodbury Road: From Golfway Boulevard to Lake Underhill Road) by and between Alafaya Com Tract 7, LLC; Alafaya TH Tract 4, LLC; Alafaya SF Properties, LLC; and Orange County for a proportionate share payment in the amount of \$249,560. District 4

JEH/HEGB:rep
Attachment

BCC Mtg. Date: Aug. 16, 2016

This instrument prepared by
and after recording return to:

Jonathan P. Huels, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Parcel ID Number(s):

12-23-31-0000-00-011
12-23-31-0000-00-012
12-23-31-0000-00-008
12-23-31-0000-00-001

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**PROPORTIONATE SHARE AGREEMENT FOR
THE RESERVE AT ALAFAYA
ALAFAYA COM TRACT 7, LLC, ALAFAYA TH TRACT 4, LLC, AND
ALAFAYA SF PROPERTIES, LLC
Woodbury Road: From Golfway Boulevard to Lake Underhill Road**

This Proportionate Share Agreement (the "Agreement") effective as of the latest date of execution (the "**Effective Date**") is made and entered into by and between **ALAFAYA COM TRACT 7, LLC, a Florida limited liability company, ALAFAYA TH TRACT 4, LLC, a Florida limited liability company, and ALAFAYA SF PROPERTIES, LLC, a Florida limited liability company** (collectively as, "**Owner**"), whose mailing address is 210 S. Orange Avenue, Suite 1090, Orlando, FL 32801 and **ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("County")**, whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393.

WHEREAS, Owner is the owner of fee simple title to certain real property, as more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "**Property**"); and

WHEREAS, the Property is located in County Commission District 4, within the County's Urban Service Area, and the proceeds of the PS Payment, as defined herein, will be allocated to Woodbury Road; and

WHEREAS, Owner intends to develop the Property as 50,000 square feet of Office, 100,000 square feet of Retail, 400 Single Family Units, 560 Multi-Family Units, and 100 Townhomes (the "**Project**"); and

Proportionate Share Agreement
ALAFAYA COM TRACT 7, LLC, ALAFAYA TH TRACT 4, LLC,
and ALAFAYA SF PROPERTIES, LLC for Woodbury Road, 2016

WHEREAS, Owner received a letter from County dated March 28, 2016, stating that Owner's Capacity Encumbrance Letter ("CEL") application #2015065 for the Project was denied; and

WHEREAS, the Project will generate 34 deficient PM Peak Hour trips (the "**Excess Trips**") for the deficient roadway segment on Woodbury Road from Golfway Boulevard to Lake Underhill Drive (the "**Deficient Segment**"), and 0 PM Peak Hour trips were available on the Deficient Segment on the date the CEL was denied as further described in Exhibit "B" hereto; and

WHEREAS, the Excess Trips will cause the Deficient Segment to operate below adopted Level of Service standards and, therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owner shall provide the County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segment through the current anticipated Project buildout is two hundred forty-nine thousand, five hundred sixty and 00/100 Dollars (\$249,560.00) (the "**PS Payment**"); and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between them as to the development of the Property into the Project.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between Owner and County, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Issuance of Capacity Encumbrance Letter.

(a) *Calculation of PS Payment:* The amount of the PS Payment for the Deficient Segment described in Exhibit "B," attached hereto and incorporated herein by reference, totals two hundred forty-nine thousand, five hundred sixty and 00/100 Dollars (\$249,560.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trips constitute the Project's impact on the aforementioned Deficient Segment based upon (i) Owner's Traffic Study titled "The Reserve at Alafaya – Phase II" prepared by Vanasse Hangen Brustlin, Inc. on February 2016 for Morgran Management, LLC (the "Traffic Study"), and incorporated herein by this reference, and (ii) upon calculations described in Exhibit "B." The Traffic Study was accepted by the Orange County Transportation Planning Division on March 28, 2016, and is on file and available for inspection with that Division (CMS #2015065). Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the Project as

proportionate share mitigation for impacts of the Project upon roadways impacted by the Project within Orange County's jurisdiction, notwithstanding any subsequent variance in the actual cost of improvement to the Deficient Segment or actual traffic impacts created by the Project; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2(d) below. Owner and County further acknowledge and agree that the calculation of and agreement regarding the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement.

(b) *Timing of PS Payment.* Within thirty (30) days following the Effective Date, Owner shall deliver a check to County in the amount of two hundred forty-nine thousand, five hundred sixty and 00/100 Dollars (\$249,560.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Community, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segment. Within the time frame provided in the CEL, the Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within thirty (30) days of the Effective Date, this Agreement shall become null and void.

(c) *Project Development.* Recordation of a subdivision plat or approval of a commercial site plan for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in subparagraph 2(b) above.

(d) *Increase in Project Trips.* Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segment or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.

(e) *Satisfaction of Transportation Improvement Requirements.* County hereby acknowledges and agrees that, based upon Owner's commitment to pay the PS Payment as required herein and absent any change in the Project increasing the number of trips as

set forth in subparagraph 2(d) above, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether the improvements to the Deficient Segment are actually constructed. Provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, or Orange County Code provisions or from making the required payment of transportation impact fees applicable to the Project, subject to credits as set forth in Section 3 below.

Section 3. Transportation Impact Fee Credits. County and Owner agree that Owner shall be entitled to receive transportation impact fee credits on a dollar for dollar basis in an amount up to but not exceeding the PS Payment in accordance with Section 163.3180, Florida Statutes, and as more particularly described in Exhibit "B" attached hereto. County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees.

Section 4. No Refund. The PS Payment (including any reservation fees paid with the PS Payment) is non-refundable.

Section 5. Notice. With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

Proportionate Share Agreement
ALAFAYA COM TRACT 7, LLC, ALAFAYA TH TRACT 4, LLC,
and ALAFAYA SF PROPERTIES, LLC for Woodbury Road, 2016

As to Owner: ALAFAYA COM TRACT 7, LLC
ALAFAYA TH TRACT 4, LLC
ALAFAYA SF PROPERTIES, LLC
201 S. Orange Avenue
Suite 1090
Orlando, Florida 32801

With copy to: Jonathan P. Huels, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

As to County: Orange County Administrator
P. O. Box 1393
Orlando, Florida 32802-1393

With copy to: Orange County Community, Environmental, and Development
Services Department
Manager, Fiscal and Operational Support Division
201 South Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Orange County Community, Environmental, and Development
Services Department
Manager, Transportation Planning Division
4200 South John Young Parkway
Orlando, Florida 32839

Orange County Community, Environmental, and Development
Services Department
Manager, Planning Division
201 South Rosalind Avenue, 2nd Floor
Orlando, FL 32801

Section 6. Covenants Running with the Property. This Agreement shall be binding and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

Section 7. Recordation of Agreement. The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business days after the Effective Date.

Proportionate Share Agreement
ALAFAYA COM TRACT 7, LLC, ALAFAYA TH TRACT 4, LLC,
and ALAFAYA SF PROPERTIES, LLC for Woodbury Road, 2016

Section 8. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.

Section 9. Specific Performance. County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Section 10. Attorney Fees. In the event either party hereto brings an action or proceeding including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.

Section 11. Construction of Agreement; Severability. Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

Section 12. Amendments. No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

Section 13. Counterparts. This Agreement may be executed in up to three (3) counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

Proportionate Share Agreement
ALAFAYA COM TRACT 7, LLC, ALAFAYA TH TRACT 4, LLC,
and ALAFAYA SF PROPERTIES, LLC for Woodbury Road, 2016

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed
by their respective duly authorized representatives on the dates set forth below.

“COUNTY”



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Tefesa Jacobs*
Tefesa Jacobs
Orange County Mayor

Date: 8.16.16

ATTEST: Martha O . Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Klimetz*
for Deputy Clerk

Printed Name: Jennifer Klimetz

Proportionate Share Agreement
ALAFAYA COM TRACT 7, LLC, ALAFAYA TH TRACT 4, LLC,
and ALAFAYA SF PROPERTIES, LLC for Woodbury Road, 2016

“The Reserve at Alafaya”

WITNESSES:



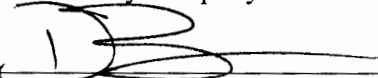
Printed Name: Chris Delgado



Printed Name: Dawn Bachan-Muckunlall

“OWNER,,

ALAFAYA COM TRACT 7, LLC, a Florida
limited liability company

By: 

Print Name: Daniel Thall

Title: Vice President

Date: 4/15/16

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Daniel Thall, as Vice President of ALAFAYA COM TRACT 7, LLC, a Florida limited liability company who is known by me to be the person described herein and who executed the foregoing, this 15 day of April, 2016. He is personally known to me, or has produced _____ (type of identification) as identification and did/ no (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of April, 2016.


NOTARY PUBLIC

Print Name: Dawn Bachan-Muckunlall

My Commission Expires: 3/24/18



Proportionate Share Agreement
ALAFAYA COM TRACT 7, LLC, ALAFAYA TH TRACT 4, LLC,
and ALAFAYA SF PROPERTIES, LLC for Woodbury Road, 2016

WITNESSES:

[Signature]

Printed Name: Chris Delgado

[Signature]

Printed Name: Dawn Bachan-Muckunlall

“OWNER,,

ALAFAYA TH TRACT 4, LLC, a Florida limited liability company

By: [Signature]

Print Name: Daniel Thall

Title: Vice President

Date: 4/15/16

STATE OF FLORIDA
COUNTY OF ORANGE

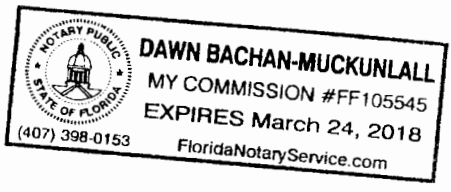
SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Daniel Thall, as Vice President of ALAFAYA TH TRACT 4, LLC, a Florida limited liability company who is known by me to be the person described herein and who executed the foregoing, this 15 day of APRIL, 2016. He is personally known to me or has produced _____ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of April, 2016.

[Signature]
NOTARY PUBLIC

Print Name: Dawn Bachan-Muckunlall

My Commission Expires: 3/24/18



Proportionate Share Agreement
ALAFAYA COM TRACT 7, LLC, ALAFAYA TH TRACT 4, LLC,
and ALAFAYA SF PROPERTIES, LLC for Woodbury Road, 2016

WITNESSES:

[Signature]

Printed Name: Chris Delgado

[Signature]

Printed Name: Dawn Bachan - Muckunlall

“OWNER,,

ALAFAYA SF PROPERTIES, LLC, a
Florida limited liability company

By: [Signature]

Print Name: Daniel Thall

Title: Vice President

Date: 4/15/16

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Daniel Thall, as Vice President of ALAFAYA SF PROPERTIES, LLC, a Florida limited liability company who is known by me to be the person described herein and who executed the foregoing, this 15 day of April, 2016. He is personally known to me or has produced _____ (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of April, 2016.

[Signature]
NOTARY PUBLIC

Print Name: Dawn Bachan-Muckunlall

My Commission Expires: 3/24/18



Exhibit "A"

Parcel No.: 12-23-31-0000-00-001

A PORTION OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST ¼ CORNER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE THE NORTHEAST ¼ OF SECTION 12-23-31, NORTH 00°02'49" WEST, A DISTANCE OF 260.00 FEET; THENCE DEPARTING THE EAST LINE SOUTH 89°53'09" WEST, A DISTANCE OF 1,320.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°53'09" WEST, A DISTANCE OF 1,870.12 FEET; THENCE NORTH 08°03'57" WEST, A DISTANCE OF 358.31 FEET; THENCE NORTH 28°49'56" EAST, A DISTANCE OF 17.15 FEET; THENCE NORTH 80°04'01" EAST, A DISTANCE OF 138.76 FEET; THENCE NORTH 21°17'01" EAST, A DISTANCE OF 124.37 FEET; THENCE NORTH 10°30'39" EAST, A DISTANCE OF 167.02 FEET; THENCE NORTH 02°07'53" EAST, A DISTANCE OF 207.80 FEET; THENCE NORTH 00°56'28" EAST, A DISTANCE OF 115.21 FEET; THENCE NORTH 42°08'04" WEST, A DISTANCE OF 14.10 FEET; THENCE NORTH 79°27'07" EAST, A DISTANCE OF 131.88 FEET; THENCE NORTH 23°58'36" EAST, A DISTANCE OF 107.60 FEET; THENCE NORTH 67°38'25" EAST A DISTANCE OF 123.41 FEET; THENCE NORTH 63°58'14" EAST, A DISTANCE OF 170.10 FEET; THENCE NORTH 26°05'29" EAST, A DISTANCE OF 116.74 FEET; THENCE NORTH 43°56'43" EAST, A DISTANCE OF 176.67 FEET; THENCE NORTH 55°35'37" EAST; A DISTANCE OF 121.39 FEET; THENCE NORTH 61°53'53" EAST, A DISTANCE OF 38.97 FEET; THENCE NORTH 53°06'54" EAST A DISTANCE OF 108.27 FEET; THENCE NORTH 64°44'30" EAST, A DISTANCE OF 185.89 FEET; THENCE NORTH 48°38'34" EAST, A DISTANCE OF 94.64 FEET; THENCE SOUTH 49°58'55" EAST, A DISTANCE OF 1,258.35 FEET; THENCE SOUTH 40°01'05" WEST, A DISTANCE OF 462.75 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 40°01'45" AND A CHORD DISTANCE OF 119.79 FEET WHICH BEARS SOUTH 20°00'10" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 122.26 FEET; THENCE SOUTH 00°00'34" WEST, A DISTANCE OF 497.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 60.39 ACRES MORE OR LESS

Parcel No.: 12-23-31-0000-00-001

A PORTION OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SECTION 12-23-31, NORTH 00°02'49" WEST, A DISTANCE OF 260.00 FEET; THENCE SOUTH 89°53'09" WEST, A DISTANCE OF 3,191.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°53'09" WEST, A DISTANCE OF 2,168.43 FEET TO A POINT ON THE WEST LINE OF SECTION 12-23-31; THENCE ALONG THE WEST LINE NORTH 00°08'26" EAST, A DISTANCE OF 1,188.29 FEET; THENCE DEPARTING THE WEST LINE NORTH 89°55'33" EAST, A DISTANCE OF 1,000.00 FEET; THENCE NORTH 00°08'26" EAST, A DISTANCE OF 1,210.00 FEET TO A POINT ON THE NORTH LINE OF SECTION 12-23-31; THENCE ALONG THE NORTH LINE NORTH 89°55'33" EAST, A DISTANCE OF 1,152.56 FEET; THENCE DEPARTING THE NORTH LINE SOUTH 70°01'00" EAST, A DISTANCE OF 974.72 FEET; THENCE SOUTH 49°58'55" EAST, A DISTANCE OF 442.65 FEET; THENCE SOUTH 48°38'34" WEST, A DISTANCE OF 84.64 FEET; THENCE SOUTH 64°44'30" WEST, A DISTANCE OF 185.89 FEET; THENCE SOUTH 53°06'54" WEST, A DISTANCE OF 108.27 FEET; THENCE SOUTH 61°53'53" WEST, A DISTANCE OF 38.97 FEET; THENCE SOUTH 55°35'37" WEST, A DISTANCE OF 121.39 FEET; THENCE SOUTH 43°56'43" WEST, A DISTANCE OF 176.67 FEET; THENCE SOUTH 26°05'29" WEST, A DISTANCE OF 116.74 FEET; THENCE SOUTH 63°58'14" WEST, A DISTANCE OF 170.10 FEET; THENCE SOUTH 67°38'25" WEST, A DISTANCE OF 123.41 FEET; THENCE SOUTH 23°58'36" WEST, A DISTANCE OF 107.60 FEET; THENCE SOUTH 79°27'07" WEST, A DISTANCE OF 131.88 FEET; THENCE SOUTH 42°08'04" EAST, A DISTANCE OF 14.10 FEET; THENCE SOUTH 00°56'28" WEST, A DISTANCE OF 115.21 FEET; THENCE SOUTH 02°07'53" WEST, A DISTANCE OF 207.80 FEET; THENCE SOUTH 10°30'39" WEST, A DISTANCE OF 167.02 FEET; THENCE SOUTH 21°17'01" WEST, A DISTANCE OF 124.37 FEET; THENCE SOUTH 80°04'01" WEST, A DISTANCE OF 138.76 FEET; THENCE SOUTH 28°49'56" WEST, A DISTANCE OF 17.15 FEET; THENCE SOUTH 08°03'57" EAST, A DISTANCE OF 358.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 116.50 ACRES (5,074,806 SQUARE FEET), MORE OR LESS.

Parcel No.: 12-23-31-0000-00-008

A PORTION OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 12-23-31, SOUTH 89°53'09" WEST, A DISTANCE OF 1,980.86 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING THE NORTH LINE SOUTH 00°12'21" EAST, A DISTANCE OF 145.48 FEET; THENCE SOUTH 09°24'11" WEST, A DISTANCE OF 103.37 FEET; THENCE SOUTH 12°56'24" WEST, A DISTANCE OF 252.96 FEET; THENCE SOUTH 41°39'36" EAST, A DISTANCE OF 33.51 FEET; THENCE SOUTH 00°07'48" WEST, A DISTANCE OF 157.84 FEET; THENCE SOUTH 09°55'57" EAST, A DISTANCE OF 202.43 FEET; THENCE SOUTH 01°39'52" WEST, A DISTANCE OF 135.55 FEET; THENCE SOUTH 00°16'38" WEST, A DISTANCE OF 959.67 FEET; THENCE SOUTH 89°39'12" WEST, A DISTANCE OF 27.49 FEET; THENCE SOUTH 00°07'36" WEST, A DISTANCE OF 19.78 FEET; THENCE NORTH 84°13'32" WEST, A DISTANCE OF 120.95 FEET; THENCE NORTH 76°03'22" WEST, A DISTANCE OF 64.89 FEET; THENCE NORTH 71°33'28" WEST, A DISTANCE OF 51.84 FEET; THENCE SOUTH 80°33'36" WEST, A DISTANCE OF 30.84 FEET; THENCE SOUTH 39°52'54" WEST, A DISTANCE OF 26.21 FEET; THENCE SOUTH 10°08'29" WEST, A DISTANCE OF 17.70 FEET; THENCE SOUTH 02°29'30" EAST, A DISTANCE OF 36.25 FEET; THENCE SOUTH 04°27'31" WEST, A DISTANCE OF 89.24 FEET; THENCE SOUTH 58°47'15" WEST, A DISTANCE OF 79.35 FEET; THENCE SOUTH 24°01'12" WEST, A DISTANCE OF 14.11 FEET; THENCE SOUTH 30°01'32" WEST, A DISTANCE OF 31.40 FEET; THENCE SOUTH 08°17'03" EAST, A DISTANCE OF 17.36 FEET; THENCE SOUTH 08°51'45" EAST, A DISTANCE OF 45.18 FEET; THENCE SOUTH 24°37'48" EAST, A DISTANCE OF 56.23 FEET; THENCE SOUTH 08°33'37" EAST, A DISTANCE OF 34.81 FEET; THENCE SOUTH 06°38'15" WEST, A DISTANCE OF 81.57 FEET; THENCE SOUTH 29°05'23" WEST, A DISTANCE OF 44.14 FEET; THENCE SOUTH 01°46'39" EAST, A DISTANCE OF 30.70 FEET; THENCE SOUTH 37°51'27" EAST, A DISTANCE OF 72.14 FEET; THENCE SOUTH 33°43'10" WEST, A DISTANCE OF 95.14 FEET; THENCE SOUTH 26°02'20" EAST, A DISTANCE OF 32.35 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF INNOVATION WAY PER OFFICIAL RECORD BOOK 8887, PAGE 3330 AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 12-23-31; THENCE ALONG THE SOUTH LINE AND THE NORTH RIGHT OF WAY LINE SOUTH 89°49'44" WEST, A DISTANCE OF 316.07 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 12-23-31; THENCE ALONG THE WEST LINE NORTH 00°07'35" EAST, A DISTANCE OF 199.39 FEET; THENCE SOUTH 89°55'47" WEST, A DISTANCE OF 2,655.92 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 12-23-31; THENCE ALONG THE WEST LINE NORTH 00°11'24" EAST, A DISTANCE OF 2,457.03 FEET TO THE WEST 1/4 CORNER OF SECTION 12-23-31; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 12-23-31 AND THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 12-23-31 NORTH 89°53'09" EAST, A DISTANCE OF 3,379.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 186.92 ACRES (8,142,262 SQUARE FEET), MORE OR LESS.

Parcel No.: 12-23-31-0000-00-012

A PORTION OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE THE NORTHEAST 1/4 OF SECTION 12-23-31, NORTH 00°02'49" WEST, A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING;; THENCE DEPARTING THE EAST LINE, SOUTH 89°53'09" WEST, A DISTANCE OF 1,320.90 FEET; THENCE NORTH 00°00'34" EAST, A DISTANCE OF 497.17 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 40°01'45" AND A CHORD DISTANCE OF 119.79 FEET WHICH BEARS NORTH 20°00'10" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 122.26 FEET; THENCE NORTH 40°01'05" EAST, A DISTANCE OF 462.75 FEET; THENCE SOUTH 49°58'55" EAST, A DISTANCE OF 1,282.46 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 12-23-31; THENCE ALONG THE EAST LINE SOUTH 00°02'49" EAST, A DISTANCE OF 136.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.31 ACRES (797,939 SQUARE FEET), MORE OR LESS.

EXHIBIT "B"
Log of Project Contributions
Woodbury Road

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Woodbury Road	Golfway Blvd	Lake Underhill Drive	0.89	E	800	Widen from 2 to 4 lanes	2,000	1,200	\$8,807,440	\$7,340

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Woodbury Road	Golfway Blvd	Lake Underhill Drive	0.89	E	800	Widen from 2 to 4 lanes	2,000	1,200	\$0

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Woodbury Road	Golfway Blvd	Lake Underhill Drive	0.89	E	800	2,000	1,200	Widen from 2 to 4 lanes	1,200	\$8,807,440	\$7,340

Updated: 8/3/16

Log of Project Contributions

Date	Project	Project Trips	Prop Share
Jun-15	The Reserve @ Alafaya		\$249,560
		0	\$0
			\$0
			\$0
Backlogged Totals:		34	\$249,560
			\$0
			\$0
			\$0
			\$0
			\$0
Totals:		34	\$249,560