




Interoffice Memorandum

February 1, 2023

TO: Mayor Jerry L. Demings
–AND–
County Commissioners

FROM: Jon V. Weiss, P.E., Chairman
Roadway Agreement Committee 

SUBJECT: February 21, 2023 – Consent Item
Proportionate Share Agreement for Watercrest at Windermere
Maguire Road, Main Street, Roberson Road, and
Winter Garden-Vineland Road

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Watercrest at Windermere Maguire Road, Main Street, Roberson Road, and Winter Garden-Vineland Road ("Agreement") by and between American Orange County Investments 40 LLC and Orange County for a proportionate share payment in the amount of \$302,007. 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 90 days of the effective date of this Agreement.

The Agreement follows the recommendation of the Roadway Agreement Committee providing for the mitigation of road impacts for five deficient trips on the road segments of Maguire Road from Boat Canal to Gotha Road in the amount of \$17,889 per trip, one deficient trip on the road segments of Maguire Road from Gotha Road to Roberson Road in the amount of \$15,878 per trip, four deficient trips on the road segments of Main Street from 6th Avenue to Boat Canal in the amount of \$11,606 per trip, five deficient trips on the road segments of Roberson Road from Windermere Road to Maguire Road in the amount of \$17,584 per trip, one deficient trip on the road segments of Winter Garden-Vineland Road from Ficquette Road to Lake Butler Boulevard in the amount of \$34,537 per trip, one deficient trip on the road segments of Winter Garden-Vineland Road from Lake Butler Boulevard to Tilden Road in the amount of \$8,254 per trip, and one deficient trip on the road segments of Winter Garden-Vineland Road from Tilden Road to Western Beltway in the amount of \$19,549 per trip.

The Roadway Agreement Committee recommended approval on February 1, 2023. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5393.

Page Two

February 21, 2023 – Consent Item

Proportionate Share Agreement For Watercrest at Windermere Maguire Road, Main Street, Roberson Road, and Winter Garden-Vineland Road

ACTION REQUESTED: Approval and execution of Proportionate Share Agreement for Watercrest at Windermere Maguire Road, Main Street, Roberson Road, and Winter Garden-Vineland Road by and between American Orange County Investments 40 LLC and Orange County for a proportionate share payment in the amount of \$302,007. District 1

JVW/NC/js
Attachment

BCC Mtg. Date: February 21, 2023

This instrument prepared by
and after recording return to:
Mohammed Abdallah
Traffic & Mobility Consultants LLC
3101 Maguire Blvd, Ste 265
Orlando, FL 32803

Parcel ID Numbers:

01-23-27-0000-00-003;
01-23-27-0000-00-004;
01-23-27-0000-00-009;
01-23-27-0000-00-030;
01-23-27-0000-00-058;
01-23-27-0000-00-050;
01-23-27-0000-00-066

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**PROPORTIONATE SHARE AGREEMENT FOR
WATERCREST AT WINDERMERE**

**MAGUIRE ROAD, MAIN STREET, ROBERSON ROAD, AND WINTER GARDEN-
VINELAND 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 AMERICAN ORANGE COUNTY INVESTMENTS 40 LLC, a Florida limited liability company (an “**Owner**”), with its principal place of business at 964 Cypress Drive, Delray Beach, Florida 33483, and AMERICAN ORANGE HOME 50, LLC, a Florida limited liability company (an “**Owner**”), with its principal place of business at 964 Cypress Drive, Delray Beach, Florida 33483, each an “**Owner**” and referred herein collectively as the “**Owners**”, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), with a mailing address of P.O. Box 1393, Orlando, Florida 32802-1393. Owners and County may sometimes be referred to herein individually as “**Party**” and collectively as “**Parties**”.

WHEREAS, Owners hold fee simple title to certain real property, as generally depicted on Exhibit “A” and more particularly described on Exhibit “B”, both of which exhibits are attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, the Property is located in County Commission District #1, and the proceeds of the PS Payment, as defined herein, will be allocated to Maguire Road, Main Street, Roberson Road, and Winter Garden-Vineland Road; and

WHEREAS, Owners intend to develop the Property as forty-one (41) single-family residential units, referred to and known as Watercrest at Windermere (the “**Project**”); and

WHEREAS, Owners received a letter from County dated December 28, 2022, stating that Owners’ Capacity Encumbrance Letter (“**CEL**”) application #CEL-22-06-059 for the Project was denied; and

WHEREAS, the Project will generate five (5) deficient PM Peak Hour trips (the “**Excess Trips 1**”) for the deficient roadway segment on Maguire Road from Boat Canal to Gotha Road (the “**Deficient Segment 1**”), and zero (0) PM Peak Hour trips were available on Deficient Segment 1 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate one (1) deficient PM Peak Hour trip (the “**Excess Trip 2**”) for the deficient roadway segment on Maguire Road from Gotha Road to Roberson Road (the “**Deficient Segment 2**”), and zero (0) PM Peak Hour trips were available on Deficient Segment 2 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate four (4) deficient PM Peak Hour trips (the “**Excess Trips 3**”) for the deficient roadway segment on Main Street from 6th Avenue to Boat Canal (the “**Deficient Segment 3**”), and zero (0) PM Peak Hour trips were available on Deficient Segment 3 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate five (5) deficient PM Peak Hour trips (the “**Excess Trips 4**”) for the deficient roadway segment on Roberson Road from Windermere Road to Maguire Road (the “**Deficient Segment 4**”), and zero (0) PM Peak Hour trips were available on Deficient Segment 4 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate one (1) deficient PM Peak Hour trip (the “**Excess Trip 5**”) for the deficient roadway segment on Winter Garden-Vineland Road from Ficquette Road to Lake Butler Boulevard (the “**Deficient Segment 5**”), and zero (0) PM Peak Hour trips were available on Deficient Segment 5 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate one (1) deficient PM Peak Hour trip (the “**Excess Trip 6**”) for the deficient roadway segment on Winter Garden-Vineland Road from Lake Butler Boulevard to Tilden Road (the “**Deficient Segment 6**”), and zero (0) PM Peak Hour trips were available on Deficient Segment 6 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate one (1) deficient PM Peak Hour trip (the “**Excess Trip 7**”) for the deficient roadway segment on Winter Garden-Vineland Road from Tilden Road to Western Beltway (the “**Deficient Segment 7**”), and zero (0) PM Peak Hour trips were available

on Deficient Segment 7 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS the Excess Trips 1, Excess Trip 2, Excess Trips 3, Excess Trips 4, Excess Trip 5, Excess Trip 6, and Excess Trip 7 shall be referred to herein collectively as the “**Excess Trips**”; and

WHEREAS, the Deficient Segment 1, Deficient Segment 2, Deficient Segment 3, Deficient Segment 4, Deficient Segment 5, Deficient Segment 6, and Deficient Segment 7 shall be referred to herein collectively as the “**Deficient Segments**”; and

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

WHEREAS, Owners and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is three hundred two thousand seven and 00/100 Dollars (\$302,007.00) (the “**PS Payment**”); and

WHEREAS, County and Owners 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 Owners and County, the receipt and sufficiency of which are hereby acknowledged, the Parties stipulate and agree as follows:

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

Section 2. PS Payment; CEL.

(a) *Calculation of PS Payment:* The amount of the PS Payment for the Deficient Segments, as described in Exhibit “C”, totals three hundred two thousand seven and 00/100 Dollars (\$302,007.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes, as may be amended. Owners and County agree that the Excess Trips will constitute the Project’s impact on the aforementioned Deficient Segments based upon (i) Owners’ Traffic Study titled “Lake Roberts Reserve” prepared by Traffic & Mobility Consultants LLC, dated December 2022 for Toll Bros., Inc. (the “**Traffic Study**”), which is incorporated herein by this reference, and (ii) upon the calculations described in Exhibit “C”. The Traffic Study was accepted by the Orange County Transportation Planning Division on December 6, 2022, and is on file and available for inspection with that division (CMS #2022059). Owners 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 Owners are required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon

roadways within County's jurisdiction, notwithstanding any subsequent variance in the actual cost of any improvement(s) to the Deficient Segments or actual traffic impacts created by the Project; provided, however, that if Owners subsequently modify the Project's development program and/or 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. Owners 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, Issuance of CEL.* No later than ninety (90) days following the Effective Date, Owners shall deliver a check to County in the amount of three hundred two thousand seven and 00/100 Dollars (\$302,007.00) 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 Planning, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, if the Property's future land use designation and zoning are consistent with the Project's proposed development, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segments. Within the time frame provided in the CEL, Owners 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 capacity 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 Owners have not paid the PS Payment within ninety (90) days after the Effective Date, one extension of ninety (90) days may be granted by the manager of County's Transportation Planning Division. In the event Owners have not paid the PS Payment to County within one hundred eighty (180) days after 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 or modification to the Project that increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segments or other segments within the transportation impact area, as defined by County. Owners understand and agree that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owners are precluded from asserting any such vesting. In addition, Owners understand and agree that any 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 upon Owners' payment of the PS Payment as required herein, and absent any change or modification to the Project, as set forth in Subparagraph 2(d) above, Owners

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. Owners shall be entitled to fully and completely develop the Project, without regard to whether any improvements to the Deficient Segments are actually constructed; provided, however, Owners shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owners' Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Additionally, nothing herein shall be construed to exempt Owners from meeting the requirements of all other applicable laws, rules, regulations, and/or Orange County Code provisions or from making the required payment of transportation and other impact fees applicable to the Project, subject to any credits as set forth in Section 3 below.

Section 3. Transportation Impact Fee Credits. County and Owners agree that Owners 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, as may be amended, and as specifically described in Exhibit "C". 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 Owners in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owners 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, Owners 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. Furthermore, for avoidance of doubt, nothing herein is intended to, nor shall constitute, prepayment of any densities and/or intensities of development or of any development program.

Section 4. No Refund. The PS Payment (including any capacity 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, Watercrest at Windermere
American Orange County Investments 40 LLC and American Orange Home 50, LLC for
Maguire Road, Main Street, Roberson Road, and Winter Garden-Vineland Road, 2023

As to Owners: American Orange County Investments 40 LLC
Mr. Robert Zlatkiss
964 Cypress Drive
Delray Beach, Florida 33483

American Orange Home 50, LLC
Mr. Robert L. Zlatkiss
964 Cypress Drive
Delray Beach, Florida 33483

With copy to: Toll Bros., Inc.
Mr. Mark McIntosh
2966 Commerce Park Drive, Suite 100
Orlando, Florida 32819

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

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

Orange County
Planning, Environmental, and Development Services Department
Manager, Transportation Planning Division
4200 South John Young Parkway, 2nd Floor
Orlando, Florida 32839

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

Section 6. Covenants Running with the Property. This Agreement shall be binding upon 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 Owners 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 Owners shall record this Agreement in the Public Records of Orange County, Florida, at no expense to County, no later than thirty (30) days after the Effective Date.

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 Owners 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 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 and formally executed by all of the parties.

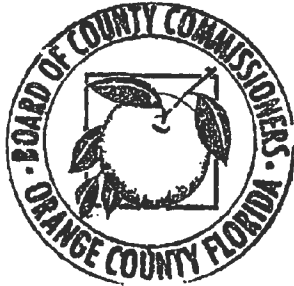
Section 13. Termination. In the event either (i) Owners have not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, as contemplated in Subsection 2(b), or (ii) Owners have timely paid the PS Payment to County and the Project has been constructed on the Property pursuant to a County building permit, this Agreement shall automatically terminate and thereafter be null and void for all purposes.

Section 14. Counterparts. This Agreement may be executed in up to three (3) counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

Proportionate Share Agreement, Watercrest at Windermere
American Orange County Investments 40 LLC and American Orange Home 50, LLC for
Maguire Road, Main Street, Roberson Road, and Winter Garden-Vineland Road, 2023

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: *Bruce B. Brown*
for Jerry L. Demings
Orange County Mayor

Date: February 21, 2023

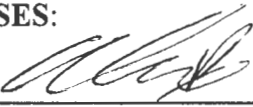
ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Lara-Klimetz*
Deputy Clerk

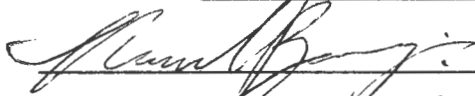
Print Name: Jennifer Lara- Klimetz

Proportionate Share Agreement, Watercrest at Windermere
American Orange County Investments 40 LLC and American Orange Home 50, LLC for
Maguire Road, Main Street, Roberson Road, and Winter Garden-Vineland Road, 2023

WITNESSES:



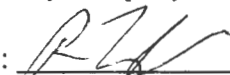
Print Name: Alex Parus



Print Name: Naudia Berriego

"OWNER"

AMERICAN ORANGE COUNTY
INVESTMENTS 40 LLC, a Florida limited
liability company

By: 

Print Name: Robert Zlatkiss

Title: Authorized Member

Date: 1/18/23

STATE OF: Florida
COUNTY OF: Palm Beach


The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 18th day of January, 2023, by Robert Zlatkiss, as Authorized
Member of AMERICAN ORANGE COUNTY INVESTMENTS 40 LLC, a Florida limited
liability company on behalf of such company, who ☒ is personally known to me or ☐ has produced
_____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day
of January, 2023.

(Notary Stamp)



ALEX PARUS
Commission # HH 269837
Expires September 24, 2026


Signature of Notary Public
Print Name: Alex Parus
Notary Public, State of: Florida
Commission Expires: 09/24/2026

Proportionate Share Agreement, Watercrest at Windermere
American Orange County Investments 40 LLC and American Orange Home 50, LLC for
Maguire Road, Main Street, Roberson Road, and Winter Garden-Vineland Road, 2023

WITNESSES:

[Signature]

Print Name: Alex Parus

[Signature]

Print Name: Naudia Berrego

"OWNER"

AMERICAN ORANGE HOME 50, LLC, a
Florida limited liability company

By: [Signature]

Print Name: Robert L. Zlatkiss

Title: Manager

Date: 1/10/23

STATE OF: Florida
COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 18th day of January, 2023, by Robert L. Zlatkiss, as Manager
of AMERICAN ORANGE HOME 50, LLC, a Florida limited liability company on behalf of such
company, who ☒ is personally known to me or ☐ has produced _____ as
identification.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day
of January, 2023.

(Notary Stamp)



ALEX PARUS
Commission # HH 269837
Expires September 24, 2026

[Signature]
Signature of Notary Public
Print Name: Alex Parus
Notary Public, State of: Florida
Commission Expires: 09/24/2026

Proportionate Share Agreement, Watercrest at Windermere
American Orange County Investments 40 LLC and American Orange Home 50, LLC for
Maguire Road, Main Street, Roberson Road, and Winter Garden-Vineland Road, 2023

**JOINDER AND CONSENT TO
"WATERCREST AT WINDERMERE"**

TOLL BROS., INC., a Pennsylvania Corporation, (the "Applicant") hereby joins in and consents to the above Proportionate Share Agreement for Watercrest at Windermere (the "Agreement"), for itself and on behalf of any affiliate of TOLL BROS., INC. that receives an assignment of the Agreement, and further agrees to comply with the conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to the proportionate share mitigation under this Agreement.

WITNESSES:

[Signature]

Print Name: Stuart McDonald

[Signature]

Print Name: Johanna Bass

"APPLICANT"

TOLL BROS., INC., a Pennsylvania corporation

By: [Signature]

Print Name: Mark McIntosh

Title: Vice President

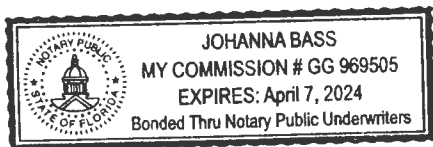
Date: 1/18/23

STATE OF: Florida
COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of January, 2023, by Mark McIntosh, as Vice President of TOLL BROS., INC., a Pennsylvania corporation on behalf of such corporation, who is ☒ personally known to me or has ☐ produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of January, 2023.

(Notary Stamp)



[Signature]
Signature of Notary Public
Print Name: Johanna Bass
Notary Public, State of: Florida
Commission Expires 4/7/2024

Exhibit "B"

"WATERCREST AT WINDERMERE"

Parcel IDs: 01-23-27-0000-00-003; 01-23-27-0000-00-004; 01-23-27-0000-00-009; 01-23-27-0000-00-030; 01-23-27-0000-00-058; 01-23-27-0000-00-050; and 01-23-27-0000-00-066

Legal Description:

PARCEL 1

BEGIN AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2 IN SECTION 1, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN WEST 1043.75 FEET, THENCE SOUTH 417.42 FEET, THENCE EAST 1043.75 FEET, THENCE NORTH 417.42 FEET TO PLACE OF BEGINNING.

TOGETHER WITH

PARCEL 2

THE NORTH $\frac{1}{2}$ OF GOVERNMENT LOT 2, SECTION 1, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LESS THE FOLLOWING TRACTS:

BEGIN AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2 IN SECTION 1, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN WEST 1043.75 FEET, THENCE SOUTH 417.42 FEET, THENCE EAST 1043.75 FEET, THENCE NORTH 417.42 FEET TO PLACE OF BEGINNING, ORANGE COUNTY, FLORIDA,

THE EAST $\frac{1}{2}$ OF THE SOUTH 370 FEET OF THE NORTH $\frac{1}{2}$ OF GOVERNMENT LOT 2, SECTION 1, TOWNSHIP 23 SOUTH, RANGE 27 EAST, LESS THE SOUTH 19 FEET MORE OR LESS, ORANGE COUNTY, FLORIDA;

THE SOUTH 379 FEET OF THE WEST $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF GOVERNMENT LOT 2 OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 19 FEET MORE OR LESS OF THE EAST 98 FEET MORE OR LESS OF THE ABOVE DESCRIBED PROPERTY; AND

ANY PORTION LYING WITHIN THE PLAT OF WINDERMERE GRANDE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 54, PAGES 63 AND 64, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH

PARCEL 3

FROM THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN N 00 DEGREES 36'11" EAST ALONG THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 1, 1337.56 FEET; THENCE RUN NORTH 89 DEGREES 53'46" WEST 1324.32 FEET TO THE SOUTHEAST CORNER OF THE NORTH $\frac{1}{2}$ OF GOVERNMENT LOT 2 OF SAID SECTION 1, THENCE RUN NORTH 00 DEGREES 34'06" EAST ALONG THE EAST LINE OF THE NORTH $\frac{1}{2}$ OF SAID GOVERNMENT LOT 2, A DISTANCE OF 370.01 FEET TO THE NORTHEAST CORNER OF THE EAST $\frac{1}{2}$ OF THE SOUTH 370.00 FEET OF SAID GOVERNMENT LOT 2 AND THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 53'46" WEST ALONG THE NORTH LINE OF SAID EAST $\frac{1}{2}$ OF THE SOUTH 370.00 FEET OF SAID GOVERNMENT LOT 2, A DISTANCE OF 662.28 FEET TO THE NORTHWEST CORNER OF SAID EAST $\frac{1}{2}$ OF THE SOUTH 370.00 FEET; THENCE RUN NORTH 00 DEGREES 33'03" EAST ALONG THE EAST LINE OF THE WEST $\frac{1}{2}$ OF THE SOUTH 379.00 FEET, 9.00 FEET TO THE NORTHEAST CORNER OF THE WEST $\frac{1}{2}$ OF THE SOUTH 379.00 FEET, THENCE RUN NORTH 89 DEGREES 53'46" WEST ALONG THE NORTH LINE OF THE WEST $\frac{1}{2}$ OF THE SOUTH 379.00 FEET OF SAID NORTH $\frac{1}{2}$ OF GOVERNMENT LOT 2, A DISTANCE OF 86.09 FEET; THENCE RUN NORTH 00 DEGREES 34'06" EAST PARALLEL TO THE EAST LINE OF THE NORTH $\frac{1}{2}$ OF SAID GOVERNMENT LOT 2, A DISTANCE OF 281.65 FEET; THENCE RUN NORTH 89 DEGREES 52'47" EAST, 748.40 FEET TO A POINT ON THE EAST LINE OF THE NORTH $\frac{1}{2}$ OF SAID GOVERNMENT LOT 2, THENCE RUN SOUTH 00 DEGREES 34'06" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 293.58 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

Exhibit “B”

“WATERCREST AT WINDERMERE”

Parcel IDs: 01-23-27-0000-00-003; 01-23-27-0000-00-004; 01-23-27-0000-00-009; 01-23-27-0000-00-030; 01-23-27-0000-00-058; 01-23-27-0000-00-050; and 01-23-27-0000-00-066

Legal Description (continued):

PARCEL 4

THE EAST $\frac{1}{2}$ OF THE SOUTH $\frac{3}{4}$ FEET OF THE NORTH $\frac{1}{2}$ OF GOVERNMENT LOT 2, SECTION 1, TOWNSHIP 23 SOUTH, RANGE 27 EAST, LESS THE SOUTH 19 FEET MORE OR LESS, ORANGE COUNTY, FLORIDA.

AND LESS ANY PORTION LYING WITHIN THE PLAT OF WINDERMERE GRANDE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 54, PAGES 63 AND 64, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH

PARCEL 5

THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR ACCESS RESERVED IN QUIT CLAIM DEED RECORDED JULY 14, 2000 IN OFFICIAL RECORDS BOOK 6045, PAGE 26, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH

PARCEL 6

THE WEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR ACCESS RESERVED IN QUIT CLAIM DEED RECORDED JULY 14, 2000 IN OFFICIAL RECORDS BOOK 6045, PAGE 24, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 7

THE NORTHEAST ONE QUARTER (NE $\frac{1}{4}$) OF THE NORTHWEST ONE QUARTER (NW $\frac{1}{4}$) OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

Exhibit "C"

**"WATERCREST AT WINDERMERE"
 DEFICIENT SEGMENT 1**

**Log of Project Contributions
 Maguire Road (Boat Canal to Gotha 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
Maguire Rd	Boat Canal Gotha Rd	1.09	E	800	Widen from 2 to 4 lanes	1700	900	\$16,098,553	\$17,889

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
Maguire Rd	Boat Canal Gotha Rd	1.09	E	800	91	1700	900	\$1,627,844

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
Maguire Rd	Boat Canal Gotha Rd	1.08	E	800	1700	900	91	809	\$14,471,709	\$17,889

Updated: 1/4/23

Log of Project Contributions

Date	Project	Project Trips	Prop Share
Existing	Nov-22	Existing plus Committed	91 \$1,627,899
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Exhibit "C"

**"WATERCREST AT WINDERMERE"
 DEFICIENT SEGMENT 5**

**Log of Project Contributions
 Winter Garden-Vineland Road (Ficquette Road to Lake Butler Boulevard)**

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
Winter Garden-Vineland Road	Ficquette Rd Lake Butler Blvd	1.59	E	2000	Widen from 4 to 6 lanes	3020	1020	\$35,227,003	\$34,537
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	
Winter Garden-Vineland Road	Ficquette Rd Lake Butler Blvd	1.59	E	2000	878	3020	1020	\$30,322,852	
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
Winter Garden-Vineland Road	Ficquette Rd Lake Butler Blvd	1.59	E	2000	3020	1020	878	142	\$4,904,151
									\$34,537
Updated: 1/1/23									
Log of Project Contributions									
Date	Project	Project Trips	Prop Share						
Existing									
Jul-17	Existing plus Committed	845	\$20,359,430						
Jul-17	Central Parc at Bridgewater Crossings	2	\$48,188						
Oct-17	Windermere Village LLC	20	\$481,880						
Feb-19	Monk PD	6	\$166,350						
Nov-20	The Spot @ Silver Living	5	\$166,115						
	Backlogged Totals:	878	\$21,221,963						
Proposed									
Jan-23	Watercrest at Windermere	1	\$34,537						
			\$0						
			\$0						
			\$0						
			\$0						
	Totals:	879	\$21,266,600						

