



Interoffice Memorandum

October 2, 2018

TO: Mayor Teresa Jacobs
and the Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department

CONTACT PERSON: Christine N. Lofye, P.E., Manager
Traffic Engineering Division

PHONE NUMBER: (407) 836-7891

SUBJ: Transportation Impact Fee Agreement for Flamingo Crossings, LLC
Housing Application #18-004

The alternative transportation impact fee calculation for Flamingo Crossings LLC Housing was reviewed and approved by the Impact Fee Committee on June 28, 2018.

The impact fee variables approved by the Committee to be used to calculate the alternative impact fee for this development are:

Variable	Alternative Impact Study Results	Ordinance Rate Multi Family
Trip Generation Rate per dwelling unit	10.22	6.60
Assessable Trip Length (miles)	2.75	6.62
Percent New Trips (%)	100%	100%
Limited Access Discount Factor (%)	39.3%	28.8%

The alternative traffic impact fee utilizing the above variables is \$1,392 per dwelling unit. This rate differs from the applicable ordinance rate of \$2,524 per dwelling unit (per Ordinance Rate Schedule of December 1, 2014 to present).

The Impact Fee Committee requests the approval of the Transportation Impact Fee Agreement regarding an alternative impact fee calculation for Flamingo Crossings LLC Housing by and between Flamingo Crossings, LLC and Orange County. Additionally, Flamingo Crossings, LLC has paid the County \$40,000 for future monitoring for this site. This fee will be used to conduct a follow-up study of the trip generation, trip length, and limited access discount factor characteristics of the above referenced site, as provided for in the Transportation Impact Fee Agreement. This agreement has been approved in form by the County Attorney's Office and Risk Management.

Action Requested: Approval and execution of Transportation Impact Fee Agreement regarding an Alternative Impact Fee Calculation for Flamingo Crossings, LLC Housing (#18-004) by and between Flamingo Crossings, LLC and Orange County. District 1.

MVM/CNL/LLT/wjn

Attachments

BCC Mtg. Date: October 2, 2018

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Mohammed Abdallah, PE
Traffic & Mobility Consultants LLC
3101 Maguire Boulevard, Suite 265
Orlando, Florida 32803

Tax Parcel IDs:

28-24-27-0000-00-001 (East Campus),
28-24-27-0000-00-021 (East Campus),
21-24-27-0000-00-061 (West Campus).

**TRANSPORTATION IMPACT FEE AGREEMENT
REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION
FOR FLAMINGO CROSSINGS, LLC HOUSING (#18-004)**

This TRANSPORTATION IMPACT FEE AGREEMENT REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION FOR FLAMINGO CROSSINGS, LLC HOUSING (the “Agreement”), effective as of the latest day of execution (the “Effective Date”), is made and entered into by and between Flamingo Crossings, LLC, a limited liability corporation registered in the State of Florida, whose mailing address is 1375 Buena Vista Drive, 4th Floor North, Lake Buena Vista, Florida 32830 (“Owner”), and Orange County, a charter county and political subdivision of the State of Florida, whose mailing address is c/o County Administrator, P.O. Box 1393, Orlando, FL 32802-1393 (“County”).

WITNESSETH:

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, Owner intends to develop all or a portion of the Property as a Multi-Family Housing Development, known as Flamingo Crossings, LLC Housing development (“the Project”); and

WHEREAS, pursuant to section 23-93 of the Orange County Code (the “Alternative Impact Fee Code”) and Orange County Administrative Regulations 4.01 and

4.02, Owner conducted an Alternative Impact Fee Traffic Study (“Alternative Impact Fee Study”) and submitted the Alternative Impact Fee Study Number 18-004 to County prior to the issuance of any building permit for the Project; and

WHEREAS, Owner calculated the Alternative Impact Fee in accordance with the formula set forth in section 23-93 of the Orange County Code; and

WHEREAS, on June 28, 2018, County conditionally accepted Owner’s Alternative Impact Fee calculation with the following results: Average Daily Trip Generation Rate of 10.22 trips per dwelling unit; Percentage of New Trips 100%; LADF of 39.3%; and Assessable Trip Length of 2.75 miles as all such terms are defined in the Alternative Impact Fee Code; and

WHEREAS, pursuant to the Alternative Impact Fee Code, the parties are required to enter into this Agreement.

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

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

2. **Conditional Acceptance of Alternative Traffic Impact Fee Calculation.** Subject to sections 3 and 4 of this Agreement, County conditionally accepts the Alternative Traffic Impact Fee calculation submitted by Owner.

3. **Monitoring.**

(a) Pursuant to Section 23-93(h), Orange County code, within the applicable time frame, County shall conduct, or shall have begun to conduct, “monitoring.” For purposes of this Agreement, the term “monitoring” shall mean (i) taking machine traffic counts and/or manual traffic counts at all entrances and exits to and from the Project for five (5) consecutive days, excluding legal holidays, and/or (ii) conducting surveys for five

(5) consecutive days to determine trip length and/ or percentage of new trips associated with the Project. Such monitoring may be done by County or by an authorized agent acting on behalf of County.

(b) Contemporaneously with Owner's execution and submittal of this Agreement, Owner shall deliver a check to County in the amount of Forty Thousand and 00/100 Dollars (\$40,000.00) to cover County's cost of conducting monitoring pursuant to paragraph 3 (a) ("Monitoring Fees"). The check shall be made payable to "Orange County Board of County Commissioners" and shall be brought to the Fiscal and Operational Support Division of the Community, Environmental, and Development Services Department. Upon payment of the Monitoring Fees to County, no further Monitoring Fees shall be owed by Owner to County under this Agreement.

(c) If the monitoring performed by County, or by its authorized agent on behalf of County, results in any additional impact fee, Owner shall pay the difference between the Alternative Traffic Impact Fee conditionally accepted by County under section 2 above, and any additional fee shown to be owing (the "Additional Alternative Impact Fee").

(d) Owner shall pay the Additional Alternative Impact Fee to County within thirty (30) days following written demand by County to Owner, or to its successors or assigns. Owner shall pay to County, by certified cashier's check, the Additional Alternative Impact Fee, plus interest from the date impact fees were due until the date of demand, at the rate in effect on the date the monitoring is completed, as established quarterly by the Comptroller of the State of Florida for judgments and decrees, pursuant to section 55.03, Florida Statutes, as may be amended.

(e) Any Additional Alternative Impact Fee owed shall be calculated using the cost variables found in the Orange County transportation impact fee ordinance existing on the Effective Date and the monitoring variables which result from County's monitoring.

(f) If monitoring by County results in a decreased total impact fee, Owner shall not be entitled to any refund.

As to County: Director, Orange County Public Works Department
4200 South John Young Parkway
Orlando, Florida 32839

With copies to: Orange County Public Works Department
Manager, Traffic Engineering Division
4200 South John Young Parkway
Orlando, Florida 32839

Orange County Community, Environmental,
and Development Services Department
Manager, Fiscal and Operational Support Division
201 South Rosalind Avenue
Post Office Box 1393
Orlando, Florida 32802-1393

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

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.

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. Notwithstanding the foregoing statement, nothing herein precludes County from imposing a lien(s) against the Property for non-payment of impact fees. Venue for any action(s) initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

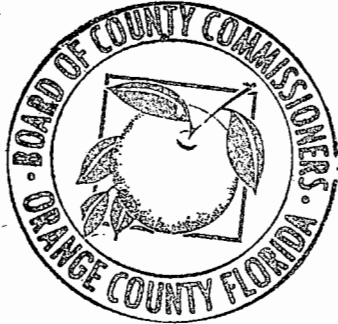
10. ***Attorney Fees.*** In the event either party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for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

11. ***Amendments.*** No amendment, modification, or other change to this Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

12. ***Construction of Agreement.*** Captions of the sections of this Agreement are for convenience and reference only, and the 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, County and Owner 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: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

Date: 10.2.18

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

By: *Katie Smith*
Deputy Clerk

Katie Smith

Printed Name: _____

WITNESSES:

[Signature]

Print Name:

Anna-Marie Boykin

[Signature: Ashley Chaffin McGehee]

Print Name:

Ashley Chaffin McGehee

“OWNER”

**Flamingo Crossings, LLC, a Florida
Limited Liability Company**

By: Walt Disney Imagineering Research &
Development, Inc., its Manager:

[Signature: Page Pierce]

Print Name: Page Pierce

Title: Vice President

Date:

9/4/2018

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me by Page Pierce, the Vice President of Walt Disney Imagineering Research & Development, Inc., as the Manager of FLAMINGO CROSSINGS, LLC, a Florida limited liability company, who is known by me to be the person described herein, this 4th day of September, 2018. S/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 4th day of September, 2018.

[Signature: Brandi Ferrone]
NOTARY PUBLIC

Print Name: Brandi Ferrone
My Commission Expires: 3/14/2022

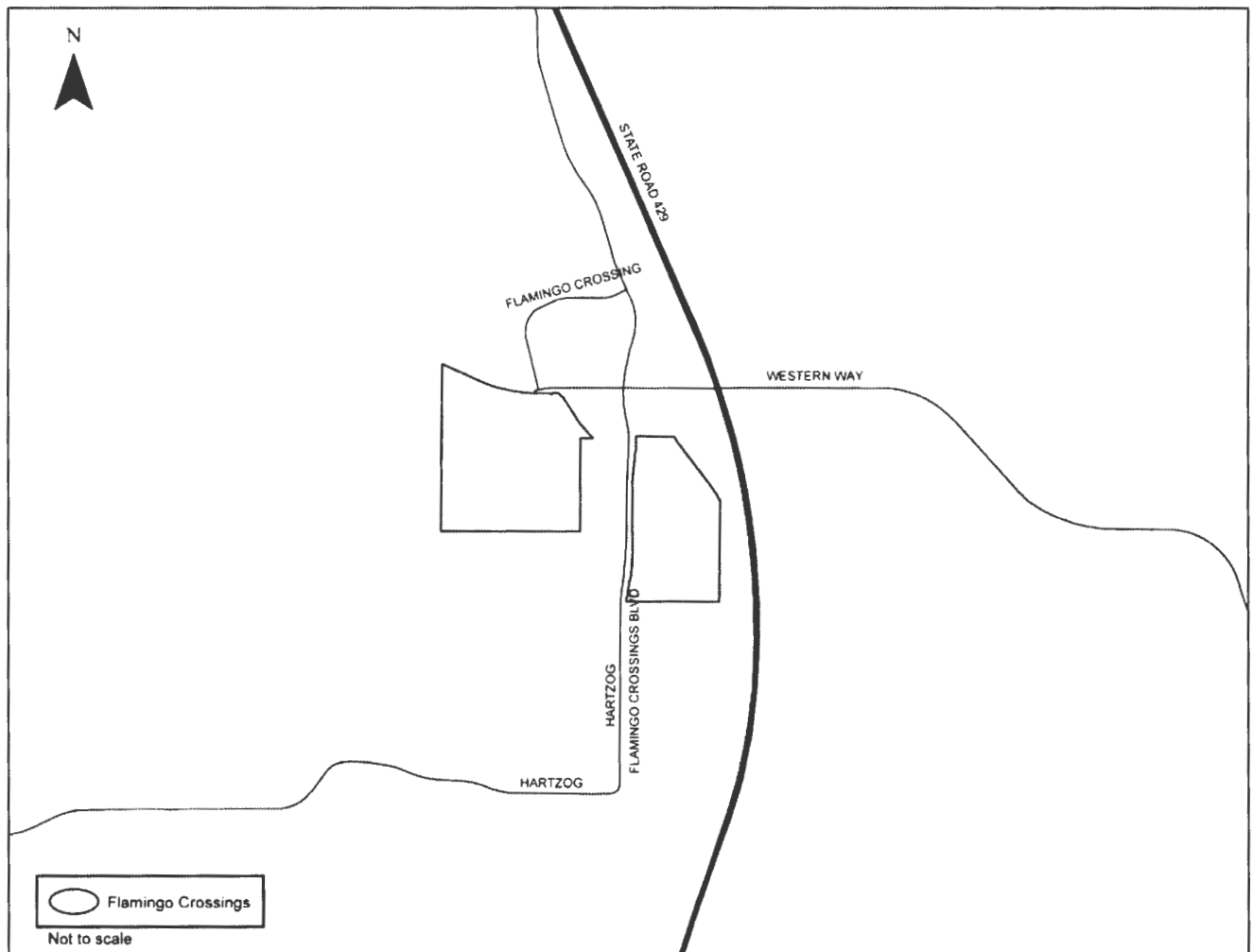


Exhibit "A"

FLAMINGO CROSSINGS, LLC HOUSING

28-24-27-0000-00-001, 28-24-27-0000-00-021 and 21-24-27-0000-00-061

Legal Description and Sketch of Description for the Property



SKETCH OF DESCRIPTION

SEE SHEET 2 FOR SKETCH DESCRIPTION

A parcel of land lying in Sections 21 and 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 21, Township 24 South, Range 27 East, Orange County, Florida; thence North 89 degrees 59 minutes 38 seconds East 125.95 along the South boundary of the Southeast 1/4 of said Section 21 to the Point of Beginning, said point being a point on the Easterly right of way line Flamingo Crossings Boulevard per Document Number 20140507608 of the Public Records of Orange County, Florida and the beginning of a non-tangent curve concave Westerly and having a radius of 1010.00 feet; thence from a tangent bearing of North 03 degrees 30 minutes 07 seconds West run Northerly along the arc of said curve and said Easterly right of way line 35.34 feet through a central angle of 02 degrees 00 minutes 16 seconds to the end of said curve; thence departing said East right of way line South 88 degrees 37 minutes 00 seconds East 555.72 feet to a point on the Westerly limited access right of way line of State Road No. 429 per Official Records Book 7070, Page 2553 and Official Records Book 7106, Page 2802, said point being beginning of a non-tangent curve concave Northeasterly and having a radius of 808.57 feet; thence from a tangent bearing of South 28 degrees 50 minutes 50 seconds East run Southeasterly along the arc of said curve and said Westerly limited access right of way line 135.36 feet through a central angle of 09 degrees 35 minutes 29 seconds to the end of said curve; thence continue the following courses along said Westerly limited access right of way: South 36 degrees 55 minutes 04 minutes East 690.19 feet to the beginning of a tangent curve concave Southwesterly, having a radius of 2203.93 feet and a central angle of 07 degrees 27 minutes 37 seconds; thence run Southeasterly 286.97 feet along the arc of said curve to the end of said curve; thence South 00 degrees 23 minutes 55 seconds West 1445.89 feet to a point on the South boundary of the North 3/4 of the Southwest 1/4 of the Northeast 1/4 of Section 28, Township 24 South, Range 27 East, Orange County, Florida; thence departing said Westerly limited access right of way line North 89 degrees 43 minutes 33 seconds West 1327.69 feet along said South boundary to a point on the Easterly right of way line Flamingo Crossings Boulevard per Document Number 20110068640 of the Public Records of Orange County, Florida; thence run the following courses along said Easterly right of way line: North 00 degrees 18 minutes 35 seconds East 13.60 feet to the beginning of a non-tangent curve concave Northwesterly and having a radius of 1175.00 feet; thence from a tangent bearing of North 15 degrees 18 minutes 00 seconds East run Northeasterly along the arc of said curve 143.70 feet through a central angle of 07 degrees 00 minutes 28 seconds to the end of said curve; thence North 81 degrees 42 minutes 32 seconds West 5.50 feet; thence North 08 degrees 17 minutes 29 seconds East 154.78 feet; thence South 81 degrees 42 minutes 32 seconds East 10.00 feet to a point on the Easterly right of way line Flamingo Crossings Boulevard per Document Number 20140507608 of the Public Records of Orange County, Florida; thence run the following courses along said Easterly right of way line: North 08 degrees 17 minutes 29 seconds East 46.90 feet along to the beginning of a tangent curve concave Westerly, having a radius of 2162.49 feet and a central angle of 07 degrees 53 minutes 08 seconds; thence run Northerly 297.62 feet along the arc of said curve to the end of said curve; thence North 14 degrees 40 minutes 42 seconds East 29.81 feet; thence North 00 degrees 00 minutes 44 seconds West 198.27 feet; thence North 22 degrees 50 minutes 28 seconds West 19.33 feet; thence North 00 degrees 00 minutes 44 seconds West 702.26 feet to the beginning of a tangent curve concave Easterly, having a radius of 2004.50 feet and a central angle of 06 degrees 19 minutes 57 seconds; thence run Northerly 221.54 feet along the arc of said curve to the end of said curve; thence North 06 degrees 19 minutes 13 seconds East 311.81 feet to the beginning of a tangent curve concave Westerly, having a radius of 899.35 feet and a central angle of 05 degrees 39 minutes 43 seconds; thence run Northerly 88.87 feet along the arc of said curve and to the end of said curve; thence North 00 degrees 39 minutes 29 seconds East 105.56 feet to the Point of Beginning.

Containing: 60.778 acres, more or less.

NOTES

1. THIS IS NOT A SURVEY.
2. This Sketch represents the Description prepared by JONES, WOOD and GENTRY, INC. per client's instruction and does not indicate ownership.
3. Bearings shown hereon are based on the South boundary of the Southeast 1/4 of Section 21, Township 24 South, Range 27 East, Orange County, Florida, having an assumed bearing of North 89 degrees 59 minutes 36 seconds East.

IT IS CERTIFIED THAT THE SKETCH REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 FLORIDA STATUTES, UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

FOR:	FLAMINGO CROSSINGS, LLC
DATE: 08-28-18	DRAWN BY: ADA
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	
DANIEL E. GENTRY JR., Florida Registration Number 5047	

JONES, WOOD & GENTRY, INC.
 PROFESSIONAL SURVEYORS AND MAPPERS - LBI
 2600 EAST ROBINSON STREET
 ORLANDO, FLORIDA, 32803
 407-898-7780

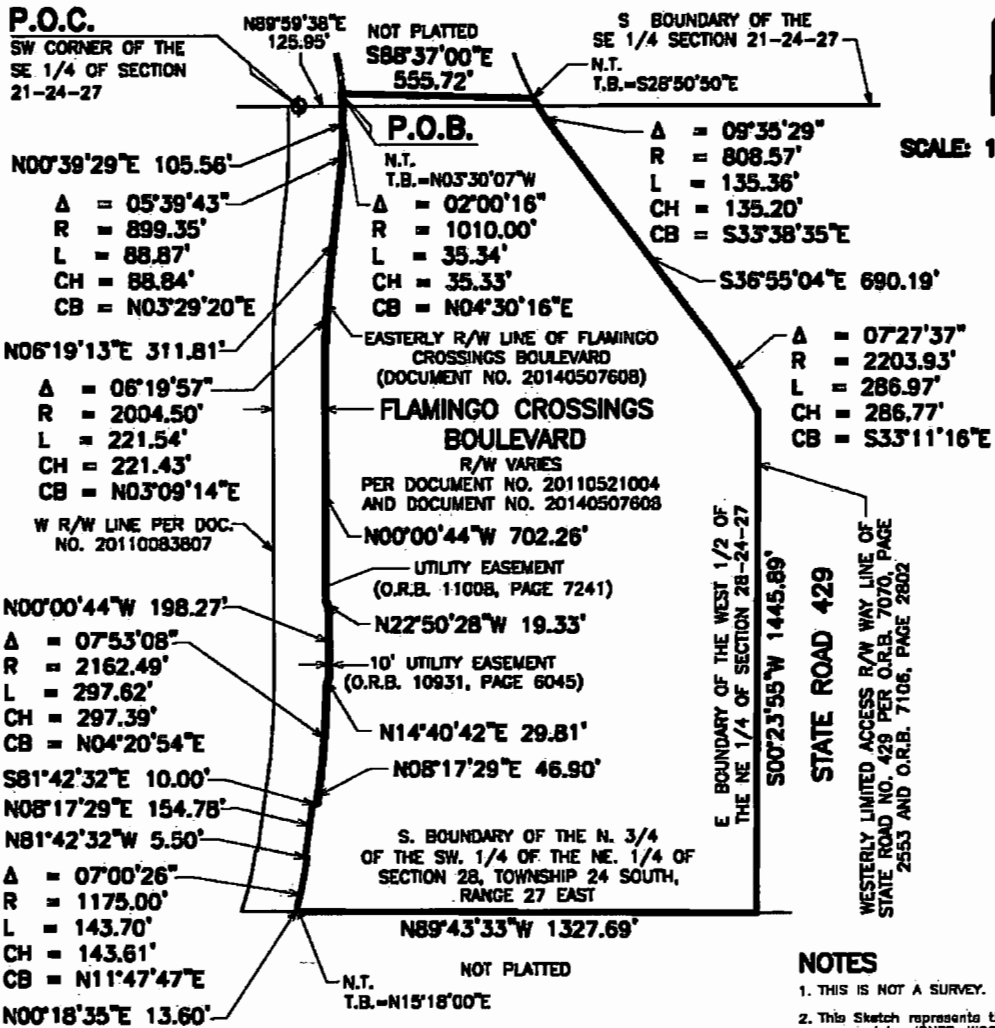
JOB NO. 29177 Sheet 1 of 2 Sheets
 29177 EAST SOD.DWG

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR DESCRIPTION



SCALE: 1" = 800'



LEGEND

- | | |
|-----------------------------|--------------------------------|
| CB = CHORD BEARING | P.O.C. = POINT OF COMMENCEMENT |
| CH = CHORD | O.R.B. = OFFICIAL RECORD |
| DOC. = DOCUMENT | R = RADIUS |
| L = ARC LENGTH | R/W = RIGHT OF WAY |
| N.T. = NON TANGENT | T.B. = TANGENT BEARING |
| P.O.B. = POINT OF BEGINNING | Δ = CENTRAL ANGLE |

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FOR: FLAMINGO CROSSINGS, LLC	
DATE: 08-28-18	DRAWN BY: ADA
JOB NO. 29177 Sheet 2 of 2 Sheets 29177 EAST SOD.DWG	

JONES, WOOD & GENTRY, INC.
 PROFESSIONAL SURVEYORS AND MAPPERS - LB1
 2600 EAST ROBINSON STREET
 ORLANDO, FLORIDA, 32803
 407-898-7780

SKETCH OF DESCRIPTION

DESCRIPTION

A portion of Parcel 1 as described in the Special Warranty Deed recorded in Official Records Book 10274, Page 4901 of the Public Records of Orange County Florida, together with a portion of the Right of Way for Western Way as recorded in Official Records Book 9657, Page 2398 and Official Records Book 9836, Page 4845 of said records, all being in Sections 21 and 28 of Township 24 South, Range 27 East in Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter Corner of said Section 21; thence South 89 degrees 58 minutes 51 seconds West 39.71 feet along the South boundary of the Southwest Quarter of said Section 21 to a point on the boundary of said Parcel 1; thence along said boundary for the following four (4) courses: continue South 89 degrees 58 minutes 51 seconds West 261.02 feet; thence North 00 degrees 11 minutes 15 seconds East 358.93 feet; thence North 68 degrees 34 minutes 31 seconds West 44.23 feet; thence South 52 degrees 06 minutes 19 seconds West 351.54 feet to the Point of Beginning; thence South 40 degrees 06 minutes 17 seconds East 208.02 along said boundary of Parcel 1 to a point on the South boundary of the Southwest Quarter of said Section 21; thence North 89 degrees 58 minutes 51 seconds West 179.07 feet along said South boundary to a point on the East boundary of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 28; thence South 00 degrees 18 minutes 44 seconds West 1325.20 feet along said East boundary to a point on the South boundary of the Northwest 1/4 of the Northwest 1/4 of said Section 28; thence North 89 degrees 50 minutes 09 seconds West 1888.94 feet along said South boundary to a point on the West boundary of the Northwest 1/4 of the Northwest 1/4 of said Section 28; thence North 00 degrees 20 minutes 07 seconds East 1320.16 feet along said West boundary to the Southwest Corner of said Section 21; thence North 00 degrees 46 minutes 30 seconds East 1052.70 feet along the West boundary of the Southwest 1/4 of the Southwest 1/4 of said Section 21 to a point on the South right of way line of the proposed Western Way Extension; thence South 65 degrees 53 minutes 23 seconds East 548.77 along said South right of way line to the beginning of a tangent curve concave Northeasterly and having a radius of 2,158.46 feet; thence Southeasterly 907.68 feet along said South right of way line and along the arc of said curve through a central angle of 24 degrees 05 minutes 38 seconds to the end of said curve; thence South 89 degrees 59 minutes 02 seconds East 173.83 feet along said South right of way line to a point on the South right of way line of Western Way as described in Official Records Book 9657, Page 2398, Official Records Book 9836, Page 4845, Official Records Book 10170, Page 4299 and Official Records Book 10815, Page 4619 of the Public Records of Orange County, Florida; thence Easterly along said South right of way line for the following three (3) courses: South 03 degrees 43 minutes 38 seconds East 6.11 feet; thence North 86 degrees 18 minutes 22 seconds East 22.85 feet; thence North 03 degrees 51 minutes 44 seconds West 4.62 feet to a point on said South boundary of the proposed right of way for Western Way; thence South 89 degrees 59 minutes 02 seconds East 28.34 feet along said South boundary of the proposed right of way; thence North 00 degrees 00 minutes 58 seconds East 11.33 feet along said South boundary to a point along the South right of way line of said Western Way, said point also being the beginning of a non-tangent curve concave Southerly and having a radius of 934.00 feet; thence from a tangent bearing of North 88 degrees 54 minutes 59 seconds East run Easterly 17.80 feet along said South right of way line and the arc of said curve, through a central angle of 01 degrees 05 minutes 31 seconds to the end of said curve; thence South 89 degrees 59 minutes 31 seconds East along said South right of way line, for a distance of 28.71 feet; thence South 46 degrees 15 minutes 22 seconds East 43.38 feet to a point on the boundary of Parcel 1 of a Conservation Easement described in Official Records Book 9630, Page 3791 of the Public Records of Orange County, Florida; thence along said boundary for the following four (4) courses: continue South 46 degrees 15 minutes 22 seconds East 65.40 feet; thence South 34 degrees 19 minutes 16 seconds East 120.76 feet; thence South 32 degrees 10 minutes 23 seconds East 271.63 feet; thence South 40 degrees 06 minutes 17 seconds East 115.45 feet to the Point of Beginning.

Containing 93.305 acres more or less.

NOTES

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FOR: FLAMINGO CROSSINGS, LLC	
DATE: <u>08-29-18</u>	DRAWN BY: <u>AA</u>
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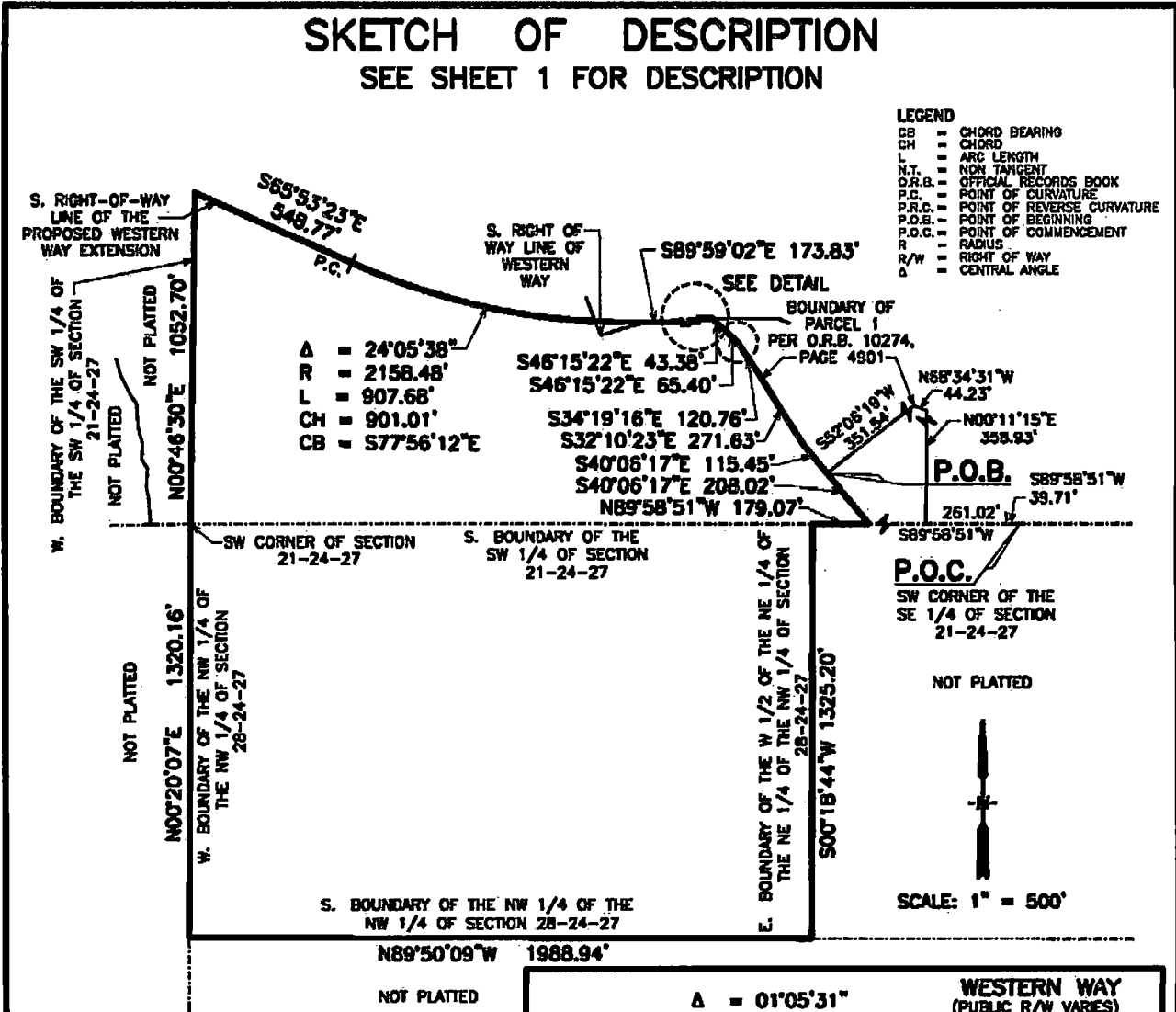
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 407-898-7780

JOB NO. 29177 Sheet 1 of 2 Sheets
 29177 WEST SOD.DWG

SKETCH OF DESCRIPTION SEE SHEET 1 FOR DESCRIPTION

LEGEND

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- CH = CHORD
- L = ARC LENGTH
- N.T. = NON TANGENT
- O.R.B. = OFFICIAL RECORDS BOOK
- P.C. = POINT OF CURVATURE
- P.R.C. = POINT OF REVERSE CURVATURE
- P.O.B. = POINT OF BEGINNING
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WESTERN WAY
 (PUBLIC R/W VARIES)
 (O.R.B. 9857, PAGE 2388)
 (O.R.B. 9838, PAGE 4845)
 (O.R.B. 10170, PAGE 4299)
 (O.R.B. 10315, PAGE 4619)

Δ = 01°05'31"
 R = 934.00'
 L = 17.80'
 CH = 17.80'
 CB = N89°27'44\"E

DETAIL
 SCALE: 1" = 50'

FOR: **FLAMINGO CROSSINGS, LLC**

DATE: 08-29-18

JOB NO. 29177 **Sheet 2 of 2 Sheets**
 29177 WEST SOD.DWG

JONES, WOOD & GENTRY, INC.
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