




Interoffice Memorandum

AGENDA ITEM

November 13, 2019

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

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

SUBJECT: December 3, 2019 – Consent Item
Proportionate Share Agreement For LA Fitness – Winter Park University
Aloma Avenue

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for LA Fitness – Winter Park University Aloma Avenue ("Agreement") by and between Silver City Cinemas, LLC and Orange County for a proportionate share payment in the amount of \$232,537. 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 nine deficient trips on the road segment of Aloma Avenue from Semoran Boulevard to Tangerine Avenue in the amount of \$16,648 per trip and for seven deficient trips on the road segment of Aloma Avenue from Tangerine Avenue to Seminole County Line in the amount of \$11,815 per trip.

The Roadway Agreement Committee approved the Agreement on November 13, 2019. 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.

ACTION REQUESTED: Approval and execution of Proportionate Share Agreement for LA Fitness – Winter Park University Aloma Avenue by and between Silver City Cinemas, LLC and Orange County for a proportionate share payment in the amount of \$232,537. District 5

JVW/HEGB/fb
Attachment

BCC Mtg. Date: December 3, 2019

This instrument prepared by
and after recording return to:

Cindy Carucci
Fitness International, LLC
3161 Michelson Drive
Irvine, California 92612

Parcel ID Number(s): 02-22-30-4071-00-030

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

**PROPORTIONATE SHARE AGREEMENT FOR
LA Fitness – Winter Park University**

Aloma Avenue

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 Silver City Cinemas, LLC, a Florida limited liability company (“**Owner**”), whose principal place of business is 3300 University Boulevard, Winter Park, Florida 32792, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), whose address is P.O. Box 1393, Orlando, FL 32802-1393.

WHEREAS, Owner is the owner of 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 5, within the County’s Urban Service Area, and the proceeds of the PS Payment, as defined herein, will be allocated to Aloma Avenue; and

WHEREAS, Owner intends to transfer the Property to Fitness International, LLC, a California limited liability company whose principal place of business is 3161 Michelson Drive, Suite 600, Irvine, California 92612 (“**Contract Purchaser**”); and

WHEREAS, Contract Purchaser intends to develop the Property as a 35,000 square foot physical fitness facility, referred to and known as LA Fitness – Winter Park University (the “**Project**”); and

WHEREAS, Contract Purchaser received a letter from County dated September 18, 2019, stating that Capacity Encumbrance Letter (“**CEL**”) application #19-08-057 for the Project was denied; and

WHEREAS, the Project will generate 9 deficient PM Peak Hour trip(s) (the “**Excess Trip(s) 1**”) for the deficient roadway segment on Aloma Avenue from Semoran Boulevard to Tangerine Avenue (the “**Deficient Segment 1**”), and 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 7 deficient PM Peak Hour trip(s) (the “**Excess Trip(s) 2**”) for the deficient roadway segment on Aloma Avenue from Tangerine Avenue to Seminole County Line (the “**Deficient Segment 2**”), and 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 Excess Trip(s) 1 and Excess Trip(s) 2 shall be referred to herein collectively as the Excess Trips; and

WHEREAS, the Deficient Segment 1 and Deficient Segment 2 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 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 Segments through the current anticipated Project buildout is Two Hundred Thirty-Two Thousand Five Hundred Thirty-Seven and 00/100 Dollars (\$232,537.00) (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. PS Payment; CEL.

(a) **Calculation of PS Payment:** The amount of the PS Payment for the Deficient Segments, as described in Exhibit “C,” totals Two Hundred Thirty-Two Thousand Five Hundred Thirty-Seven and 00/100 Dollars (\$232,537.00). 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 will constitute the Project’s impact on the aforementioned Deficient Segments based upon (i) Contract Purchaser’s Traffic Study titled “LA Fitness Transportation Concurrency Evaluation” prepared by Kimley-Horn and Associates, Inc., dated July, 2019 for

Fitness International, LLC (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 September 18, 2019, and is on file and available for inspection with that division (CMS #2019057). 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 currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within Orange County’s jurisdiction, notwithstanding any subsequent variance in the actual cost of improvement to the Deficient Segments 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, Issuance of CEL.* Within ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of Two Hundred Thirty-Two Thousand Five Hundred Thirty-Seven and 00/100 Dollars (\$232,537.00) 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, 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, 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 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 Owner has not paid the PS Payment within ninety (90) days of the Effective Date, one extension of ninety (90) days may be granted by the manager of County’s Transportation Planning Division. In the event Owner has 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 to the Project which 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. 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 upon Owner's payment of 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 Segments 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. Additionally, nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, and/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 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 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 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:

As to Owner: Silver City Cinemas, LLC
Attn: Geoff Rogers or Mario Guevara
3300 University Boulevard, Suite 218
Winter Park, Florida 32792

With copy to Fitness International, LLC
Contract Attn: Cindy Carucci
Purchaser: 3161 Michelson Drive
Irvine, California 92612

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
Orlando, Florida 32839

Orange County Planning, 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.

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.

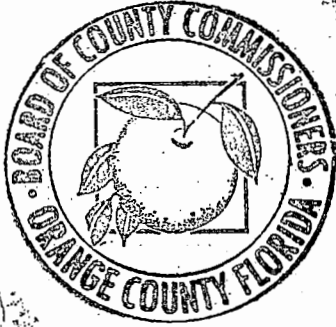
Section 12. Amendments. No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing and formally executed by all of the parties.

Section 13. Termination. In the event either (i) Owner has 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) Owner has 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 all of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

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: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: *3 Dec 19*

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

By: *Noelia Perez*
for Deputy Clerk

Print Name: *Noelia Perez*

WITNESSES:

[Signature]

Print Name: Geoffrey B Rogers

[Signature]

Print Name: Lisa Herold

“OWNER”

Silver City Cinemas, LLC, a Florida limited liability company

By: [Signature]

Print Name: Edward E. Haddock, Jr.

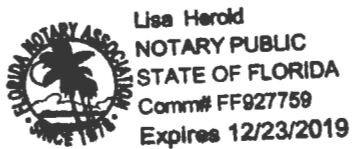
Title: MANAGER

Date: 10/22/19

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by Edward E. Haddock, Jr., as Manager of a Silver City Cinemas, LLC, who is known by me to be the person described herein and who executed the foregoing, this 22 day of October, 2019. He/she 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 22 day of October, 2019.



[Signature]
NOTARY PUBLIC

Print Name: Lisa Herold

My Commission Expires: 12/23/19

Exhibit “A”

“LA Fitness – Winter Park University”

Project Location Map



Exhibit “B”

“LA Fitness – Winter Park University”

Parcel ID: 02-22-30-4071-00-030

Legal Description:

PARCEL 1

ALL THAT PORTION OF LOT 3, K-MART, AS RECORDED IN PLAT BOOK 12, PAGE 67, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 3 AS A POINT OF REFERENCE, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF GOLDENROD ROAD (A 75.00 FEET P RIGHT OF WAY); THENCE S00°19'01" W, ALONG THE EAST LINE OF SAID LOT 3, 51.20 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S00°19'01" W ALONG SAID RIGHT OF WAY LINE, 221.00 FEET; THENCE LEAVING SAID LINE N89°47'07"W, 19.00 FEET; THENCE S87°59'11"W, 25.72 FEET; THENCE N89°47'07"W, 149.60 FEET; THENCE N70°08'39"W, 31.83 FEET TO THE WEST LINE OF SAID LOT 3; THENCE N00°19'01"E, ALONG SAID LINE 199.88 FEET; THENCE LEAVING SAID LINE N56°19'01"E, 26.50 FEET; THENCE S89°40'59"E, 147.54 FEET; THENCE S84°44'31"E, 34.83 FEET; THENCE S89°40'59"E, 20.10 FEET TO THE BEGINNING.

AND

TRACT A:

A PORTION OF LOT 3, K-MART, AS RECORDED IN PLAT BOOK 12, PAGE 67, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID LOT 3, RUN S00°19'01"W, 63.02 FEET; THENCE N56°19'01"E, 8.43 FEET TO THE POINT OF BEGINNING; THENCE N00°19'01"E, 6.95 FEET; THENCE S89°40'59"E, 10.30 FEET; THENCE S56°19'01"W 12.44 FEET TO THE POINT OF BEGINNING.

TRACT B:

A PORTION OF LOT 1, K-MART, AS RECORDED IN PLAT BOOK 12, PAGE 67, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 1; RUN S00°19'01"W, 69.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°19'01"W, 7.00 FEET; THENCE N89°40'59"W, 4.16 FEET; THENCE N00°19'01"E, 7.00 FEET; THENCE S89°40'59"E, 4.16 FEET TO THE POINT OF BEGINNING.

TRACT C:

A PORTION OF LOT 1, K-MART, AS RECORDED IN PLAT BOOK 12, PAGE 67, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID LOT 1, RUN S00°19'01"W, 83.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°19'01"W, 78.39 FEET; THENCE N89°40'59"W, 20.28 FEET; THENCE N00°19'01"E, 32.50 FEET; THENCE N89°40'59"W, 3.33 FEET; THENCE N00°19'01"E, 45.90 FEET; THENCE S89°40'59"E, 6.45 FEET; THENCE N00°19'01"E, 3.50 FEET; THENCE S89°40'59"E, 9.80 FEET, THENCE S00°19'01"W, 3.50 FEET; THENCE S89°40'59"E, 7.36 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENTS AS SET FORTH IN THAT CERTAIN DECLARATION OF EASEMENTS AND RESTRICTIONS DATED AS OF APRIL 1, 1984 BY UNIGOLD ASSOCIATES LIMITED PARTNERSHIP RECORDED APRIL 30, 1984 IN OR BOOK 3500, PAGE 856, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AS AMENDED BY FIRST AMENDMENT OF

Proportionate Share Agreement, LA Fitness – Winter Park University
Fitness International, LLC for Aloma Avenue, 2019

DECLARATION OF EASEMENTS AND RESTRICTIONS DATED AS OF APRIL 1, 1984 BY UNIGOLD ASSOCIATES LIMITED PARTNERSHIP RECORDED MAY 9, 1984 IN OFFICIAL RECORDS BOOK 3504, PAGE 824, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

TOGETHER WITH THE PERMANENT UTILITY EASEMENT DATED DECEMBER 29, 1995 BETWEEN ORLANDO HILLS ASSOCIATES, LTD. AND POSEIDON III INVESTMENTS, INC. RECORDED FEBRUARY 16, 1996 IN OFFICIAL RECORDS BOOK 5014, PAGE 2558, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH SIGN EASEMENT AGREEMENT BETWEEN ORLANDO HILLS ASSOCIATES LIMITED PARTNERSHIP AND EASTWYNN THEATRES, INC. RECORDED MAY 13, 1998 IN OFFICIAL RECORDS BOOK 5481, PAGE 2888, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

Exhibit “C”

“LA Fitness – Winter Park University”

DEFICIENT SEGMENT #1

**Log of Project Contributions
 Aloma Avenue (Semoran Boulevard and Tangerine Avenue)**

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
Aloma Ave	Semoran Blvd	Tangerine Ave	0.93	E	2000	Widen from 4 to 6 lanes	3020	1020	\$16,980,375	\$16,648

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
Aloma Ave	Semoran Blvd	Tangerine Ave	0.93	E	2000	26	3020	1020	\$432,833

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
Aloma Ave	Semoran Blvd	Tangerine Ave	0.93	E	2000	3020	1020	26	994	\$16,547,542	\$16,648

Updated: 9/12/19

Log of Project Contributions				
	Date	Project	Project Trips	Prop Share
Existing	Aug-19	Existing plus Committed	26	\$432,848
				\$0
				\$0
				\$0
				\$0
	Backlogged Totals:		26	\$432,848
Proposed	Aug-19	LA Fitness	9	\$149,832
				\$0
				\$0
				\$0
				\$0
	Totals:		35	\$582,680

DEFICIENT SEGMENT #2

Log of Project Contributions
 Aloma Avenue (Tangerine Avenue to Seminole County Line)

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
Aloma Ave	Tangerine Ave	Seminole County Line	0.66	E	2000	Widen from 4 to 6 lanes	3020	1020	\$12,050,589	\$11,815

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
Aloma Ave	Tangerine Ave	Seminole County Line	0.66	E	2000	26	3020	1020	\$307,172

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
Aloma Ave	Tangerine Ave	Seminole County Line	0.66	E	2000	3020	1020	26	994	\$11,743,417	\$11,815

Updated: 9/12/19

Log of Project Contributions				
	Date	Project	Project Trips	Prop Share
Existing	Aug-19	Existing plus Committed	26	\$307,190
				\$0
				\$0
				\$0
				\$0
	Backlogged Totals:		26	\$307,190
Proposed	Aug-19	LA Fitness	7	\$82,705
				\$0
				\$0
				\$0
				\$0
	Totals:		33	\$389,895

**JOINDER AND CONSENT TO
PROPORTIONATE SHARE AGREEMENT FOR LA FITNESS – WINTER PARK
UNIVERSITY**

The undersigned hereby certifies that it is the Contract Purchaser under the following instrument(s) (the “Instrument(s)”):

Agreement of Purchase and Sale and Joint Escrow Instructions, as amended, by and between Silver City Cinemas, LLC, a limited liability company duly organized and validly existing under the laws of the State of Florida, (the “Seller”), and Fitness International, LLC, a California limited liability company duly created, organized and existing under the laws of the State of California (the “Contract Purchaser”), dated August 29, 2018,

for the sale and purchase of the property presently owned by Silver City Cinemas, LLC, a Florida limited liability company, a description of which is attached hereto as Exhibit “A” (hereinafter the “Property”).

The undersigned hereby joins in, and consents to, the recording of the Proportionate Share Agreement LA Fitness – Winter Park University (the “Agreement”), and agrees that its above-referenced Instrument(s), as it may be modified, amended, and assigned from time to time, shall be subordinated to the Agreement, as said Agreement may be modified, amended, and assigned from time to time.

Furthermore, in the event that Contract Purchaser acquires the Property prior to the recording of the Agreement, then, following the recording of the Agreement, Contract Purchaser agrees that the rights and privileges of the County set forth in the Agreement shall not be disturbed or impaired, and that the Contract Purchaser shall be bound, and the Property shall be encumbered, by the terms and conditions of the Agreement to the same extent as if Contract Purchaser had entered into the Agreement with County or if the Agreement had been recorded prior to Contract Purchaser acquiring title to the Property.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent in manner and form sufficient to bind it.

**Signed, sealed, and delivered
in the presence of:**

Cindy Carucci
Name: CINDY CARUCCI

Chris Bucklin
Name: CHRIS BUCKLIN

**FITNESS INTERNATIONAL, LLC, a
California limited liability company** duly
organized and validly existing under the laws
of the United States of America

By: Louis Welch
Louis Welch

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

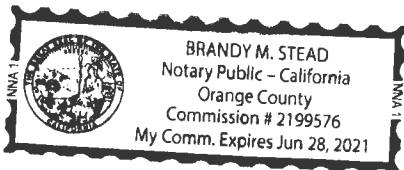
STATE OF CALIFORNIA

COUNTY OF ORANGE

On October 25, 2019, before me, Brandy M. Stead, Notary Public, personally appeared Louis Welch, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.



[Handwritten Signature]
Signature of Notary Public