



Interoffice Memorandum

**AGENDA ITEM**

November 26, 2018

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

FROM:  James E. Harrison, Esq., P.E., Chairman  
Roadway Agreement Committee  
407.836.5610

SUBJECT: December 18, 2018 – Consent Item  
Proportionate Share Agreement For Lake Underhill Self Storage  
Lake Underhill Road: From Dean Road to Rouse Road

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Lake Underhill Self Storage ("Agreement") by and between Safstor Lake Underhill, LLC and Orange County for a proportionate share payment in the amount of \$33,502. 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 two deficient trips on the road segment of Lake Underhill Road from Dean Road to Rouse Road in the amount of \$16,751 per trip.

The Roadway Agreement Committee approved the Proportionate Share Agreement on November 14, 2018. 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 Lake Underhill Self Storage Lake Underhill Road by and between Safstor Lake Underhill, LLC and Orange County for a proportionate share payment in the amount of \$33,502. District 4**

JEH/HEGB:am  
Attachment

BCC Mtg. Date: December 18, 2018

This instrument prepared by  
and after recording return to:  
Jay R. Jackson, P.E.  
Kimley-Horn and Associates, Inc.  
189 South Orange Avenue, Suite 1000  
Orlando, FL 32801

Parcel ID Number:  
28-22-31-4880-00-020

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

**PROPORTIONATE SHARE AGREEMENT FOR  
Lake Underhill Self Storage**

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**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 SAFSTOR LAKE UNDERHILL, LLC, a Delaware limited liability company (“**Owner**”), whose principal place of business is 444 Seabreeze Boulevard, Suite 840, Daytona Beach, FL 32118, 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 4, within the County’s Urban Service Area, and the proceeds of the PS Payment, as defined herein, will be allocated to Lake Underhill Road; and

WHEREAS, Owner intends to develop the Property as a 100,560-square foot self-storage facility, referred to and known as Lake Underhill Self Storage (the “**Project**”); and

WHEREAS, Owner received a letter from County dated October 5, 2018, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application #CEL-18-08-069 for the Project was denied; and

WHEREAS, the Project will generate two (2) deficient PM Peak Hour trips (the “**Excess Trips**”) for the deficient roadway segment on Lake Underhill Road from Dean Road to Rouse Road (the “**Deficient Segment**”), and zero (0) PM Peak Hour trips were available on the Deficient Segment on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Excess Trips will cause the Deficient Segment 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 Segment through the current anticipated Project buildout is Thirty-Three Thousand Five Hundred Two and 00/100 Dollars (\$33,502.00) (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 Segment, as described in Exhibit “C,” totals Thirty-Three Thousand Five Hundred Two and 00/100 Dollars (\$33,502.00). 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 “Lake Underhill Self Storage Transportation Concurrency Evaluation” prepared by Kimley-Horn and Associates, Inc. dated October 2018 for SAFStor Lake Underhill, 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 October 4, 2018, and is on file and available for inspection with that division (CMS #2018069). 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 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, Issuance of CEL.* Within ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of Thirty-Three Thousand Five Hundred Two and 00/100 Dollars (\$33,502.00) 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 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 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 thirty (90) days of the Effective Date, one extension of 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 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 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 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, 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:

[Remainder of page intentionally left blank]

As to Owner: SAFStor Lake Underhill, LLC  
444 Seabreeze Boulevard, Suite 840  
Daytona Beach, FL 32118

With copy to: Jay R. Jackson, P.E.  
Kimley-Horn and Associates, Inc.  
189 South Orange Avenue, Suite 1000  
Orlando, FL 32801

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

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

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

Orange County Community, Environmental, and Development  
Services Department  
Manager, Planning Division  
201 South Rosalind Avenue, 2<sup>nd</sup> 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.

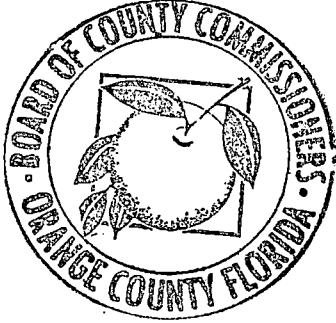
**Section 12. Amendments.** No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing and formally executed by all of the parties.

**Section 13. 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*  
Jerry L. Demings  
Orange County Mayor

Date: 12.18.18

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

By: *Katie Smith*  
Deputy Clerk

Print Name: **Katie Smith**



**WITNESSES:**

Dallie J  
Print Name: Danielle Garay  
Renee Harcl  
Print Name: Renee Harcl

**"OWNER"**

**SAFSTOR LAKE UNDERHILL, LLC**  
a Delaware limited liability company

By: Andrew H. Young  
Manager

Date: 11.8.2018

**STATE OF FLORIDA**  
**COUNTY OF Volusia**

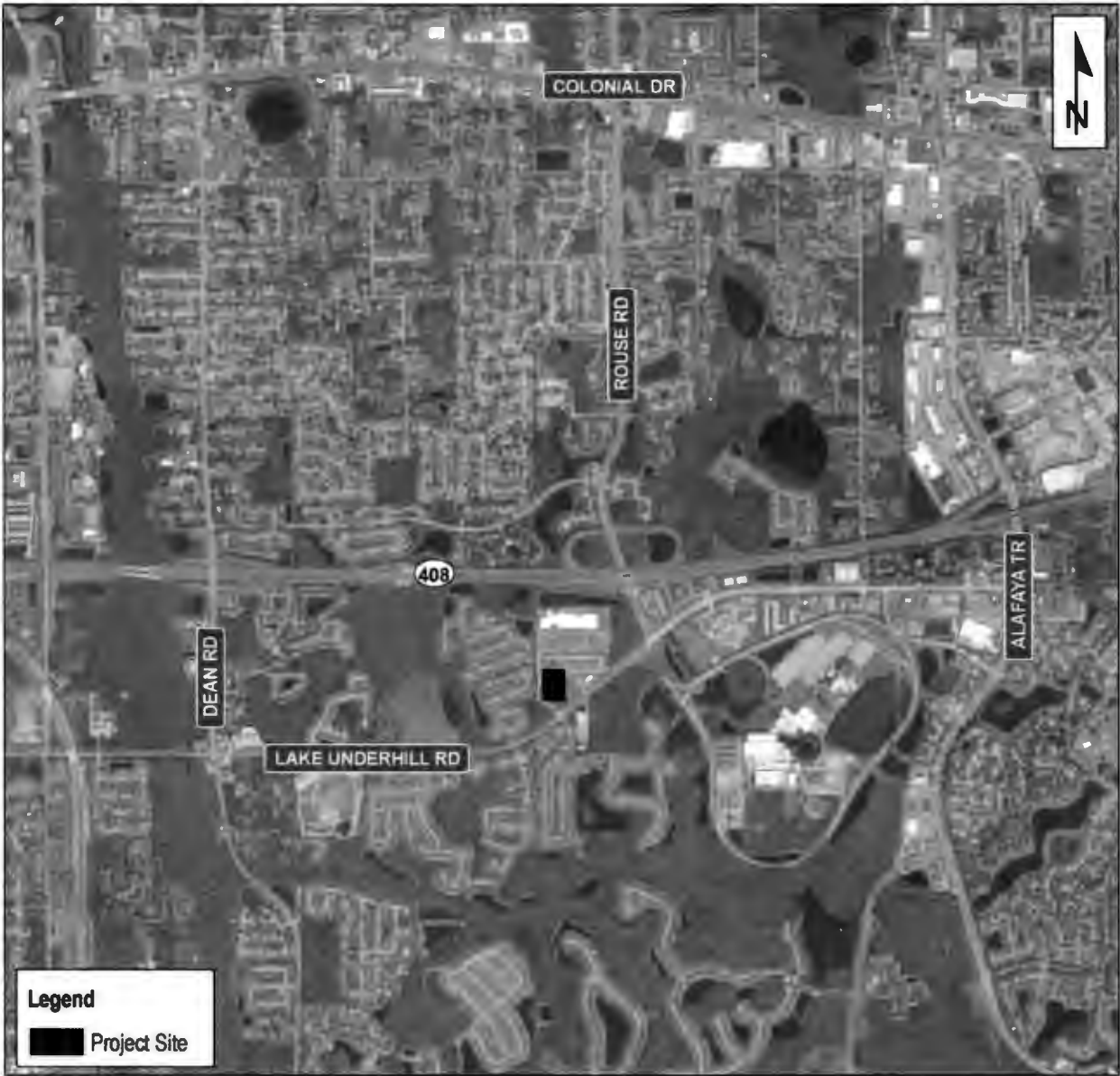
SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Andrew H. Young, as Manager of SAFStor Lake Underhill, LLC, a Delaware limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 08 day of November, 2018. 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 08 day of November, 2018.



Dallie J  
NOTARY PUBLIC  
Print Name: Danielle Garay  
My Commission Expires: 10.19.19

**Exhibit A**  
**“Lake Underhill Self Storage”**  
**Project Location Map**



**Exhibit "B"**

**"Lake Underhill Self Storage"**

Parcel ID: 28-22-31-4880-00-020

LEGAL DESCRIPTION (PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY,  
DATED 2017, NOV 30)

**PARCEL 1 SOUTH PORTION LOT 2A**

A PORTION OF LOT 2, LEGACY PLACE, AS RECORDED IN PLAT BOOK 45, PAGES 46 - 48, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, LEGACY PLACE, AS RECORDED IN PLAT BOOK 45, PAGES 46 - 48, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A TANGENT BEARING OF N 40° 49' 31" W, A RADIUS OF 147.71 FEET AND A CENTRAL ANGLE OF 40° 48' 44"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE WEST LINE OF SAID LOT 2, A DISTANCE OF 105.22 FEET TO THE POINT OF TANGENCY; THENCE N 00° 00' 47" W, A DISTANCE OF 403.22 FEET; THENCE N 90° 00' 00" E, A DISTANCE OF 391.16 FEET; THENCE S 00° 00' 00" E, A DISTANCE OF 66.46 FEET; THENCE N 89° 55' 13" E., A DISTANCE OF 27.86 FEET; THENCE S 00° 00' 00" E, A DISTANCE OF 433.29 FEET; THENCE S 89° 59' 37" W ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 382.99 FEET TO THE POINT OF BEGINNING. CONTAINING 4.738 ACRES OR 206,426 SQUARE FEET, MORE OR LESS.

**PARCEL 2 ROAD PARCEL**

A PORTION OF LOT 2, LEGACY PLACE, AS RECORDED IN PLAT BOOK 45, PAGES 46 - 48, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, LEGACY PLACE. AS RECORDED IN PLAT BOOK 45, PAGES 46 - 48 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N 50° 18' 48" E ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2 (ALSO BEING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE UNDERHILL ROAD), A DISTANCE OF 229.56 FEET TO THE POINT OF BEGINNING; THENCE N 39° 41' 12" W, A DISTANCE OF 256.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 174.50 FEET AND A CENTRAL ANGLE OF 39° 10' 05"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 119.29 FEET; THENCE N 00° 00' 00" W, A DISTANCE OF 29.17 FEET; THENCE N 89° 55' 13" E, A DISTANCE OF 73.80 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A TANGENT BEARING OF S 61° 47' 31" E, A RADIUS OF 227.50 FEET AND A CENTRAL ANGLE OF 22° 06' 19"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 87.77 FEET TO THE POINT OF TANGENCY; THENCE S 39° 41' 12" E, A DISTANCE OF 256.96 FEET; THENCE S 50° 18' 48" W ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2 ( ALSO BEING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LAKE UNDERHILL ROAD), A DISTANCE OF 53.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.46 ACRES OR 20,095 SQUARE FEET, MORE OR LESS.

THE FOLLOWING EASEMENTS ARE FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2:

**PARCEL 3:**

EASEMENT RIGHTS FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 AS SET FORTH IN LEGACY PLACE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, RECORDED IN OFFICIAL RECORDS BOOK 5898, PAGE 4698, AND RERECORDED IN OFFICIAL RECORDS BOOK 6084, PAGE 1013, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 4:

EASEMENT RIGHTS FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 AS SET FORTH IN STORMWATER DRAINAGE EASEMENT AGREEMENT BETWEEN THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, EXPRESSWAY EAST, LTD., AND LAKE UNDERHILL PARTNERSHIP, DATED DECEMBER 8, 1999, RECORDED IN OFFICIAL RECORDS BOOK 5898, PAGE 4606, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 5:

EASEMENT RIGHTS FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 AS SET FORTH IN DECLARATION OF COVENANTS AND RESTRICTIONS FOR LEGACY PLACE BUSINESS PARK ASSOCIATION, INC., RECORDED IN OFFICIAL RECORDS BOOK 8765, PAGE 207, AS AMENDED BY A CERTAIN FIRST AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 9553, PAGE 1120, AND AS AMENDED AND RESTATED PURSUANT TO A CERTAIN AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR LEGACY PLACE BUSINESS PARK ASSOCIATION, INC., RECORDED IN OFFICIAL RECORDS BOOK 9839, PAGE 8665 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

COMBINED LEGAL DESCRIPTION FOR PARCEL 1 & PARCEL 2 (AS REQUESTED BY CLIENT AND PREPARED BY L&S DIVERSIFIED)

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, LEGACY PLACE, AS RECORDED IN PLAT BOOK 45, PAGES 46 THROUGH 48 OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, SAID POINT OF BEGINNING BEING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 147.71 FEET, A CENTRAL ANGLE OF 40° 48' 47", AND A CHORD BEARING NORTH 20° 20' 30" WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND THE WEST LINE OF SAID LOT 2, AN ARC DISTANCE OF 105.22 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID CURVE RUN NORTH 00° 03' 53" EAST CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 403.22 FEET; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89° 55' 20" EAST, A DISTANCE OF 391.16 FEET; THENCE SOUTH 00° 04' 40" WEST, A DISTANCE OF 66.46 FEET; THENCE NORTH 89° 59' 53" EAST, A DISTANCE OF 27.86 FEET; THENCE SOUTH 89° 59' 56" EAST, A DISTANCE OF 73.80 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 227.50 FEET, A CENTRAL ANGLE OF 22° 06' 22", AND A CHORD BEARING SOUTH 50° 39' 37" EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 87.78 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID CURVE RUN SOUTH 39° 36' 21" EAST, A DISTANCE OF 256.96 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF AFORESAID LOT 2 AND THE NORTHWESTERLY RIGHT OF WAY LINE OF LAKE UNDERHILL ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 3344, PAGE 556 AND OFFICIAL RECORDS BOOK 3411, PAGE 60 AND OFFICIAL RECORDS BOOK 3412, PAGE 1201 OF AFORESAID PUBLIC RECORDS; THENCE SOUTH 50° 23' 39" WEST ALONG SAID SOUTHEASTERLY LINE AND SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 53.00 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE AND SAID NORTHWESTERLY RIGHT OF WAY LINE RUN NORTH 39° 36' 21" WEST, A DISTANCE OF 256.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 174.50 FEET, A CENTRAL ANGLE OF 39° 10' 05", AND A CHORD BEARING NORTH 59° 11' 24" WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 119.29 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 00° 04' 40" WEST, A DISTANCE OF 404.12 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 89° 55' 43" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 382.99 FEET TO THE POINT OF BEGINNING.

**Exhibit "C"**  
**"Lake Underhill Self Storage"**

**DEFICIENT SEGMENT**

Log of Project Contributions  
 Lake Underhill Road (Dean Road to Rouse 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
Lake Underhill Rd	Dean Rd	Rouse Rd	1.45	E	880	Widen from 2 to 4 lanes	2000	1120	\$18,760,162	\$16,751

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
Lake Underhill Rd	Dean Rd	Rouse Rd	1.45	E	880	2000	1120	127	993	\$16,632,894	\$16,751

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
Lake Underhill Rd	Dean Rd	Rouse Rd	1.45	E	880	127	2000	1120	\$2,127,268

LOG OF EXISTING PROJECT CONTRIBUTIONS			
Date	Project	Project Trips	Prop-Share
Jan-18	Existing Plus Committed	83	\$1,292,942.00
May-14	Eastmar Commons	29	\$451,751.00
May-17	Verona Subdivision	2	\$33,502.00
Feb-18	Dean Road Storage	1	\$16,751.00
Apr-18	Amazing Explorers Academy	9	\$150,759.00
Jun-18	Plunk Property	3	\$50,253.00
<b>Backlogged Totals:</b>		<b>127</b>	<b>\$1,995,958.00</b>

LOG OF PROPOSED PROJECT CONTRIBUTIONS			
Date	Project	Project Trips	Prop-Share
Oct-18	Lake Underhill Self Storage	2	\$33,502.00
<b>Proposed Totals:</b>		<b>2</b>	<b>\$33,502.00</b>

<b>Existing &amp; Proposed Totals:</b>		<b>129</b>	<b>\$2,029,460</b>
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