# Interoffice Memorandum





July 20, 2022

TO: Mayor Jerry L. Demings

-AND-

**County Commissioners** 

FROM: Jon V. Weiss, P.E., Chairman

Roadway Agreement Committee

SUBJECT: August 9, 2022 – Consent Item

Proportionate Share Agreement for Lone Palm Planned Development

Colonial Drive

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Lone Palm Planned Development Colonial Drive ("Agreement") by and between KB Home Orlando LLC and Orange County for a proportionate share payment in the amount of \$288,747. 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 Colonial Drive from Avalon Park Boulevard to South Tanner Road in the amount of \$24,277 per trip, 11 deficient trips on the road segments of Colonial Drive from Lake Pickett Road to Avalon Park Boulevard in the amount of \$11,337 per trip, and five deficient trips on the road segments of Colonial Drive from Woodbury Road to Lake Pickett Road in the amount of \$8,531 per trip.

The Roadway Agreement Committee recommended approval on July 20, 2022. 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 Lone Palm Planned Development Colonial Drive by and between KB Home Orlando LLC and Orange County for a proportionate share payment in the amount

of \$288,747. District 4

JVW/NC/fb Attachment APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

BCC Mtg. Date: August 9, 2022

This instrument prepared by and after recording return to:

Stephen McConn KB Home Orlando LLC 9102 Southpark Center Loop, Suite 100 Orlando, Florida 32819

Parcel ID Number: 24-22-31-0000-00-043
------[SPACE ABOVE THIS LINE FOR RECORDING DATA]-------

# PROPORTIONATE SHARE AGREEMENT FOR LONE PALM PLANNED DEVELOPMENT

### COLONIAL DRIVE

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 KB Home Orlando LLC, a Delaware limited liability company ("Owner"), with its principal place of business at 9102 Southpark Center Loop, Suite 100, Orlando, Florida 32819, 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. Owner and County may sometimes be referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Owner holds 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, and the proceeds of the PS Payment, as defined herein, will be allocated to Colonial Drive; and

WHEREAS, Owner intends to develop the Property as 37 single family units, referred to and known as Lone Palm (the "**Project**"); and

WHEREAS, Owner received a letter from County dated September 24, 2021, stating that Owner's Capacity Encumbrance Letter ("CEL") application #21-01-007 for the Project was denied; and

WHEREAS, the Project will generate 5 deficient PM Peak Hour trips (the "Excess Trips 1") for the deficient roadway segment on Colonial Drive from Avalon Park Boulevard to South Tanner Road (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 11 deficient PM Peak Hour trips (the "Excess Trips 2") for the deficient roadway segment on Colonial Drive from Lake Pickett Road to Avalon Park Boulevard 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 Project will generate 5 deficient PM Peak Hour trips (the "Excess Trips 3") for the deficient roadway segment on Colonial Drive from Woodbury Road to Lake Pickett Road (the "Deficient Segment 3"), and 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 Excess Trips 1, Excess Trips 2, and Excess Trips 3 shall be referred to herein collectively as the Excess Trips; and

WHEREAS, the Deficient Segment 1, Deficient Segment 2, and Deficient Segment 3 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 eighty-eight thousand seven hundred forty-seven 00 100 Dollars (\$288,747.00) (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 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 eighty-eight thousand seven hundred forty-seven 00/100 (\$288,747.00)" This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes, as may be amended. Owner and County agree that the Excess Trips will constitute the Project's impact on the aforementioned Deficient Segments based upon (i) Owner's Traffic Study titled "Lone Palm Planned Development" prepared by VHB dated September 2021 for KB Home Orlando 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 1, 2021, and is on file and available for inspection with that division (CMS #2021007). 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 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 Owner subsequently modifies 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. 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.

- Timing of PS Payment, Issuance of CEL. No later than ninety (90) days following the Effective Date. Owner shall deliver a check to County in the amount of two hundred eightyeight thousand seven hundred forty-seven 00/100 (\$288,747.00) 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, 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 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 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 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. 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 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.

- Satisfaction of Transportation Improvement Requirements. County hereby (e) acknowledges and agrees that upon Owner's 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, 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 any 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, 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 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, 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 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. 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, Lone Palm Planned Development KB Home Orlando LLC for Colonial Drive, 2022

As to Owner: Stephen McConn

KB Home Orlando LLC

9102 Southpark Center Loop, Suite 100

Orlando, Florida 32819

With copy to: R. Travis Rentz

Godbold, Downing, Bill & Rentz, P.A. 222 W. Comstock Avenue, Suite 101

Winter Park, Florida, 32789

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, 2<sup>nd</sup> 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 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 Owner 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.

Proportionate Share Agreement, Lone Palm Planned Development KB Home Orlando LLC for Colonial Drive, 2022

- **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 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.
- 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 two (2) 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, Lone Palm Planned Development KB Home Orlando LLC for Colonial Drive, 2022

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.

# STAGE COUNT FIGHT

## "COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Trumy, BWOM

Orange County Mayor

Date: August 9, 2022

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

By: Katil snick

Deputy Clerk

Print Name: Katle Smith

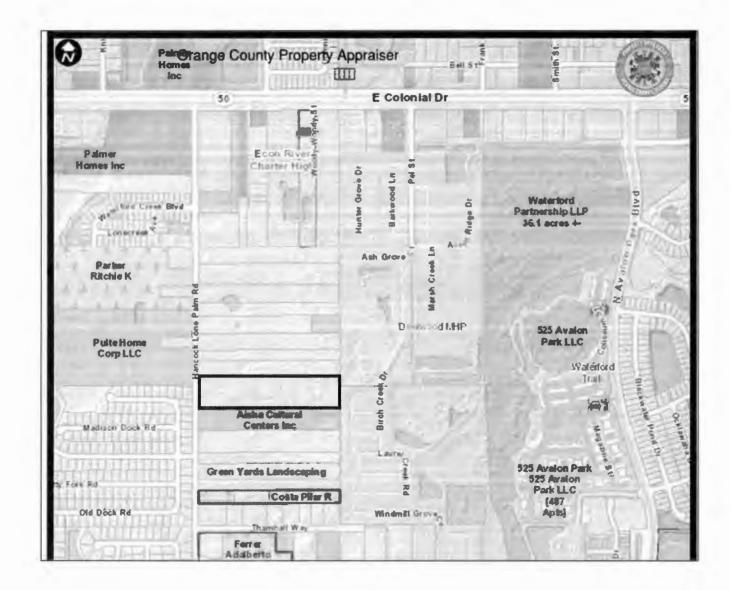
Proportionate Share Agreement, Lone Palm Planned Development KB Home Orlando LLC for Colonial Drive, 2022

WICTNESSES:	"OWNER"
Print Name: Eleen Sesto  Coulty batto  Print Name: Corly Botton	KB Home Orlando LLC, a Delaware limited liability company  By:   Print Name: Stephen McConn  Title: Vice President  Date:   7/5/2022
or 🗆 online notarization, this <u> </u>	owledged before me by means of physical presence f, 2022, by Stephen McConn, as Vice elaware limited liability company, on behalf of such me or [] has produced
WITNESS my hand and official seal of, 20 22 .	I in the County and State last aforesaid this <u>S</u> day
(Notary Stamp)	Signature of Notary Public Print Name: Fleen Sesto
Notary Public State of Florida Eileen Sesto My Commission HH 152862	Notary Public, State of: Floreda Commission Expires: 07/12/2025
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# Exhibit "A"

# "LONE PALM PLANNED DEVELOPMENT"

# **Project Location Map**



### Exhibit "B"

# "LONE PALM PLANNED DEVELOPMENT"

Parcel ID: 24-22-31-0000-00-043

# **Legal Description:**

The South 200 feet of the North 1500 feet of the W 1/2 of the SW 1/4 of Section 24, Township 22 South, Range 31 East, (less the West 30 feet for road right of way), as recorded in the Public Records of Orange County, Florida.

### TOGETHER WITH:

The South 100 feet of the North 1300 feet of the W 1/2 of the SW 1/4 of Section 24, Township 22 South, Range 31 East, (less the West 30 feet for road right of way), as recorded in Public Records of Orange County, Florida.

Parcel Identification Number: 24-22-31-0000-00-043

"LONE PALM PLANNED DEVELOPMENT"

Exhibit "C"

**DEFICIENT SEGMENT #1** 

# Page 11 of 13

# Log of Project Contributions Colonial Dr (Avalon Park Blvd to S. Tanner Rd)

# Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improve	ment (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Colorial Dr	Avaion Park Blvd	8. Tanner Rd	1.08	D	1590	A iden from 4 to 6 tanes	2400	920	\$19,907,014	\$24,277

# **County Share of Improvement**

Planned Improvement Roadway(c)	Limits of Improve	ment (From - To)	Segment Length	Adopted LO8	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Color al Dr	Avaion Park Bird	8. Tanner Rd	1.08	D	1580	170	2400	820	\$4,127,064

# **Developer Share of Improvement**

Planned Improvement Roadway(s)	Limits of Improve	ment (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
Colon a Dr	Avaion Park Blvd	8. Tanner Rd	1.08	D	1580	2400	820	170	650	\$15,779,950	\$24,277

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M	135-21	Christian Brothers Automotive	2	\$48.554
J	J-2"	Lone Pair Reserve	3	\$72,831
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# Log of Project Contributions Colonial Dr (Lake Pickett Rd to Avalon Park Blvd)

# Exhibit "C"

# "LONE PALM PLANNED DEVELOPMENT"

# **DEFICIENT SEGMENT #2**

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Planned Improvement Roadway(b)	Limits of imp	Limits of improvement (From - To)	Segment	Adopted LOS	Estating Ceneralized Capacity	Type of Transvorent	Improved Generalized Capacity	Capacity	Total Project Coet   Trip	Contiling
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				S
				S
				38
		Todate	200	\$3,527,083

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# Log of Project Contributions Colonial Dr (Woodbury Rd to Lake Pickett Rd)

Roadway Improvement Project Information

# Exhibit "C"

# "LONE PALM PLANNED DEVELOPMENT"

# **DEFICIENT SEGMENT #3**

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	Becitogged Totals:	900	EL GRESTE
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