This instrument prepared by and after recording return to:

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

Parcel ID Number: 28-24-30-0321-04-000



PROPORTIONATE SHARE AGREEMENT FOR GINN PROPERTY PD/GREENEWAY PARK PARCEL 1B TOWNHOMES AKA GINN PROPERTY PD TOWNHOMES

BOGGY CREEK 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 PULTE HOME COMPANY, LLC, a Michigan limited liability company ("Owner"), with its principal place of business at 4901 Vineland Road, Suite 460, Orlando, Florida 32811 and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("County"), with its principal address at 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 Boggy Creek Road; and

WHEREAS, Owner intends to develop the Property as One Hundred Sixteen (116) Townhomes, referred to and known as Ginn Property PD/Greeneway Park Parcel 1B Townhomes aka PSP-24-08-185 (the "**Project**"); and

WHEREAS, Owner received a letter from County dated February 27, 2025, stating that Owner's Capacity Encumbrance Letter ("CEL") application #CEL-25-02-005 for the Project was denied; and

WHEREAS, the Project will generate Ten (10) deficient PM Peak Hour trips (the "Excess Trips 1") for the deficient roadway segment on Boggy Creek Road from Central Florida Greeneway to Osceola County Line (the "Deficient Segment 1"), and Zero (0) PM Peak Hour trips were available on the 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 Seven (7) deficient PM Peak Hour trips (the "Excess Trips 2") for the deficient roadway segment on Boggy Creek Road from South Access Road to Central Florida Greeneway (the "Deficient Segment 2"), and Zero (0) PM Peak Hour trips were available on Deficient Segment 2 on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, the Excess Trips 1 and Excess Trips 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, Owner has offered to provide 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 Four Hundred Forty-Nine Thousand Two Hundred Eighty-Four and 00/100 Dollars (\$449,284.00) (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.

- Calculation of PS Payment: The amount of the PS Payment for the Deficient Segments, as described in Exhibit "C", totals Four Hundred Forty-Nine Thousand Two Hundred Eighty-Four and 00/100 Dollars (\$449,284.00). 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 "Ginn Property PD" prepared by Traffic & Mobility Consultants LLC, dated November, 2024, for PulteGroup (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 February 21, 2025, and is on file and available for inspection with that division (CMS #2025005). 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 /travel impacts created by the Project; provided, however, that if Owner modifies the Project's development program and/or 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 Subsection 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. Not later than ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of Four Hundred Forty-Nine Thousand Two Hundred Eighty-Four and 00/100 Dollars (\$449,284.00) 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) additional 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 and/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 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 or modification to the Project as set forth in Subsection 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 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. 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 3. Transportation Impact Fee Credits. County and Owner agree that in accordance with Section 163.3180(5)(h)(2)(e), Florida Statutes, as may be amended, Owner shall receive a credit on a dollar for dollar basis for impact fees, paid or payable in the future for the Project in an amount up to but not exceeding the PS Payment 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. 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 and cannot be transferred or applied to another project or property.

Section 5. 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: Pulte Home Company, LLC

Attn: Christopher Wrenn

4901 Vineland Road, Suite 460

Orlando, Florida 32811

With copy to: Pulte Home Company, LLC

3350 Peachtree Road Northeast

Atlanta, Georgia, 30326

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 Public Works 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 a successor in interest to the Property.
- Section 7. Recordation of Agreement. Owner shall record an original of this Agreement in the Public Records of Orange County, Florida, at no expense to County, not later than thirty (30) days after the Effective Date.
- Section 8. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.
- Section 9. Specific Performance. County and 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. 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, in accordance with Section 5, 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.
- Section 10. Attorney Fees. In the event either Party brings an action or proceeding including any counterclaim, cross-claim, or third-party claim, against the other Party arising out of this Agreement, each Party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.
- Section 11. Construction of Agreement; Severability. Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or

unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

- **Section 12.** Amendments. No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing and formally executed by all of the parties.
- Section 13. Termination. In the event either (i) 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 and completed, 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]

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
	Bv.
	By:
	Orange County Mayor
	Date
	Date:
ATTECT. DELIDITION OF COMMISSION	Communication
ATTEST: Phil Diamond, CPA, County As Clerk of the Board of County Comm	<u> </u>
As Clerk of the Board of County Commi	1551011015
Ву:	
Deputy Clerk	
Drint Nama	
Print Name:	

WITNESSES:	"OWNER"
Signature of Witness	PULTE HOME COMPANY, LLC, a Michigan limited liability company
Print Name: Christopher Anderson	Ву:
Mailing Address: 4901 Vineland rd	Print Name: Christopher Wrenn
ste 460	Title: Vice President - Land Development
Signature of Witness	
Print Name: Soan Kirk	
Mailing Address: 4901 Uncland Rd	
Stc 460 Orleade FC 3281/	
STATE OF: FLORIDA	
COUNTY OF: ORANGE	
or □ online notarization, this 12th day of 1 Vice President - Land Development of PUL	wledged before me by means of physical presence 2025, by Christopher Wrenn, as TE HOME COMPANY, LLC, a Michigan limited any, who is personally known to me or has as identification.
•	Signature of Notary Public Print Name: A TESSALYN ANDERSON Notary Public, State of: F408 IDA Commission Expires: 02 04 2026
Notary Public State of Florida A Jessalyn Anderson My Commission HH 220060 Exp.02/04/2026	(mm/dd/yyyy)

Exhibit "A"

"GINN PROPERTY PD/GREENEWAY PARK PARCEL 1B TOWNHOMES AKA GINN PROPERTY PD TOWNHOMES"

Project Location Map



Exhibit "B"

"GINN PROPERTY PD/GREENEWAY PARK PARCEL 1B TOWNHOMES AKA GINN PROPERTY PD TOWNHOMES"

Parcel ID: 28-24-30-0321-04-000

Legal Description:

That part of Lot 4, according to the plat of BEACON PARK BOULEVARD, as recorded in Plat Book 71, Pages 145 through 149, of the Public Records of Orange County, Florida, described as follows:

BEGIN at the Northwest corner of Tract R-4, according to said plat of BEACON PARK BOULEVARD; thence N05°18'23"W along the Westerly line of said Lot 4 for a distance of 51.95 feet to the point of curvature of a curve concave Westerly having a radius of 1623.93 feet, a chord bearing of N07°41'24"W, and a chord distance of 135.08 feet; thence Northerly along said Westerly line and the arc of said curve through a central angle of 04°46'02" for a distance of 135.12 feet to a non-tangent line; thence departing said Westerly line run N79°55'35"E, 11.12 feet to a non-tangent curve concave Southerly having a radius of 55.00 feet, a chord bearing of N70°51'30"E, and a chord distance of 108.63 fect, thence Easterly along the arc of said curve through a central angle of 161°51'50" for a distance of 155.38 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 37.00 feet, a chord bearing of S63°01'57"E, and a chord distance of 42.26 feet, thence Southeasterly along the arc of said curve through a central angle of 69°38'44" for a distance of 44.98 feet to the point of tangency; thence N82°08'41"E, 196.88 feet to the point of curvature of a curve concave Northwesterly having a radius of 100.00 feet, a chord bearing of N45°46'37"E, and a chord distance of 118 59 feet; thence Northeasterly along the arc of said curve through a central angle of 72°44'08" for a distance of 126.95 feet to the point of tangency, thence N09°24'33"E, 88.89 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of N37°04'22"W, and a chord distance of 36.26 feet; thence Northwesterly along the arc of said curve through a central angle of 92°57'51" for a distance of 40.56 feet to the Northerly line of aforesaid Lot 4 and the point of cusp of a curve concave Southerly having a radius of 1049.95 feet, a chord bearing of \$70°41'17"E, and a chord distance of 467.61 feet; thence run the following courses and distances along said Northerly line: Easterly along the arc of said curve through a central angle of 25°44'00" for a distance of 471.57 feet to the point of tangency; \$57°49'17"E, 1014.03 feet to the point of curvature of a curve concave Northerly having a radius of 949.96 feet, a chord bearing of S73°46'04"E, and a chord distance of 521.97 feet; thence Easterly along the arc of said curve through a central angle of 31°53'33" for a distance of 528.77 feet to a non-tangent line; thence departing said Northerly line run \$00°15'13"W, 25.03 feet to the Southerly line of aforesaid Lot 4; thence run the following courses and distances along said Southerly line: N89°44'47"W, 1513.81 feet; N00°03'44"E, 150.57 feet to the point of curvature of a curve concave Southeasterly having a radius of 40.00 feet, a chord bearing of N45°16'08"E, and a chord distance of 56.77 feet; thence Northeasterly along the arc of said curve through a central angle of 90°24'47" for a distance of 63.12 feet to the point of tangency; S89°31'29"E, 40.54 feet to the point of curvature of a curve concave Westerly having a radius of 40.00 feet, a chord bearing of N21°40'59"E, and a chord distance of 74.58 feet; thence Northerly along the arc of said curve through a central angle of 137°35'05" for a distance of 96.05 feet to the point of compound curvature of a curve concave Southerly having a radius of 789.96 feet, a chord bearing of N76°20'10"W, and a chord distance of 771.42 feet; thence Westerly along the arc of said curve through a central angle of 58°2712" for a distance of 805.92 feet to the point of tangency, thence S74°26'14"W, 48.65 feet to the POINT OF BEGINNING. Bearings and distances are based on Florida State Plane Coordinate System East Zone, NAD 83 Datum (2011 adjustment), average combined scale factor of 0.99995460109 and all distances are grid dimensions.

Exhibit "C"

"GINN PROPERTY PD/GREENEWAY PARK PARCEL 1B TOWNHOMES AKA GINN PROPERTY PD TOWNHOMES"

DEFICIENT SEGMENT 1

Log of Project Contributions
Boggy Creek Road (Central Florida Greeneway to Osceola County Line)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of improve	ement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Type of improvement	improved Generalized Capacity	Capacity Increase	Total Project Coef	Coat / Trip
Boggy Creek Rd	Central Florida Greeneway	Osceola County Line	1.46	ε	2000	Widen from 4 to 6 tanes	3020	1020	\$30,816,991	\$30,213

County Share of Improvement

Planned Improvement Roadway(s)	Limits of improvement (From - To)		segment (From - To) Length		Existing Generalized Backtogged Capacity Trips		Improved Generalized Capacity Capacity Increase		County (Backlog) Responsibility
Boggy Creek Rd	Central Florida Greeneway	Osceola County Line	1.46	E	2000	533	3020	1020	\$16,103,388

Developer Share of Improvement

Planned improvement Roadway(s)	Limits of improve	ement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Tripe	Capacity Increase for New Development	Remaining Project Cost	Cost/Trip
Boggy Creek Rd	Central Florida Greeneway	Osceola County Line	1.46	E	2000	3020	1020	533	487	\$14,713,603	\$30,213

Updated: 2/21/25

	Date	Project	Project Trips	Prop Share
Extating	Nov-20	Existing plus Committed	139	\$2,327,694
	Apr-21	Tyson Ranch Townhomes	52	\$963,196
	Jun-22	Tyson Ranch Self Storage	3	\$57,765
	Aug-22	Tapestry Nona	32	\$616,160
	Jan-23	Nona West Phase 2	39	\$856,635
	May-23	Bennette Place	78	\$1,713,270
	Aug-23	Ginn Prop PD /Greenway Oaks	27	\$593,055
	Jan-24	Tyson Ranch MFU	58	\$1,273,970
	Jan-24	Tyson Ranch Hotel	41	\$900,565
	Jan-24	Tyson Ranch Retail	12	\$263,580
	Mar-24	Simpson Rd MFU	45	\$1,010,390
	Sep-24	Greenway Park Car Dealership	1	\$21,965
	Dec-24	Boggy Creek Public storage	5	\$151,065
		Backlogged Totals:	535	\$10,749,310
roposed	Feb-25	Ginn Property PD Townhomes	10	\$302,130
				50
				\$0
				\$0
				\$0
		Totala:	543	\$11,051,440

Exhibit "C"

"GINN PROPERTY PD/GREENEWAY PARK PARCEL 1B TOWNHOMES AKA GINN PROPERTY PD TOWNHOMES"

DEFICIENT SEGMENT 2

Log of Project Contributions
Boggy Creek Road (South Access Road to Central Florida Greeneway)

	Roadway Improvement Project Information									
Planned Existing Improved Improved Improved Capacity Roadway(s) To) Length Adopted LOS Capacity Improvement Capacity Increase Total Project Cost Cost / Trip										
Boggy Creek Rd	S. Access Rd	Central FI Greeneway	0.81	E	2400	Widen from 4 to 6 lanes	3620	1220	\$25,645,647	\$21,022

County Share of Improvement									
Planned Existing Improved									
Improvement		ovement (From -	_	Adopted LOS	Generalized Capacity	Backlogged Trips	Generalized	Capacity	County (Backlog) Responsibility
Roadway(s)		(o)	Length	Adopted LOS	Capacity	inps	Capacity	Increase	Responsibility
		Central FI							
Boggy Creek Rd	S. Access Rd	Greeneway	0.81	E	2400	708	3620	1220	\$14,882,883

Developer Share of Improvement											
Planned Improvement Roadway(s)		ovement (From -		Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogge d Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Boggy Creek Rd	S. Access Rd	Central FI Greeneway	0.81	E	2400	3620	1220	708	512	\$10,762,763	\$21,022

Updated: 2/21/25

		Log of Project Contributions		
	Date	Project	Project Trips	Prop Share
Existing		Existing plus Committed	672	\$11,239,872
	Mar-24 Sep-24	Simpson Rd MFU Greenway Park Car Dealership	21 14	\$372,519 \$248,346
	Dec-24	Boggy Creek Public Storage	1	\$21,022
		Backlogged Totals:	708	\$11,881,759
Proposed	Feb-25	Ginn Property PD Townhomes	7	\$147,154
				\$0 \$0
				\$0 \$0
		Totals:	715	\$12,028,913