



Interoffice Memorandum

AGENDA ITEM

November 25, 2019

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

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

SUBJECT: December 17, 2019 – Consent Item
Fourth Amendment to Amended and Restated Road Impact
Fee Agreement Vineland Pointe Planned Development
(Vineland Avenue)

The Roadway Agreement Committee has reviewed a Fourth Amendment to Amended and Restated Road Impact Fee Agreement Vineland Pointe Planned Development (Vineland Avenue) ("Fourth Amendment") by and among Vineland Pointe Owner LLC, Altis Vineland Pointe Realty, LLC, and Orange County to amend the terms of the Amended and Restated Road Impact Fee Agreement approved by the Board on December 13, 2016 and recorded at Document #20160653429 as amended. The Fourth Amendment revises Section 9(d) of the Amended and Restated Road Impact Fee Agreement to hold back certain amounts of rentable square feet in each phase (restricted development parcels) until a construction contract has been executed, the acquisition of all ROW has been completed, and a true-up of escrowed funds has taken place (if applicable) for improvements to Vineland Avenue.

The Roadway Agreement Committee approved the Fourth Amendment 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 Fourth Amendment to Amended and Restated Road Impact Fee Agreement Vineland Pointe Planned Development (Vineland Avenue) by and among Vineland Pointe Owner LLC, Altis Vineland Pointe Realty, LLC, and Orange County to modify restricted portions of the development prior to improvements to Vineland Avenue. District 1

JEH/HEGB:fb
Attachment

BCC Mtg. Date: December 17, 2019

PREPARED BY AND RETURN TO:

**Gregory D. Lee, Esq.
Baker Hostetler LLP
200 S. Orange Ave, Suite 2300
Orlando, Florida 32801**

Tax Parcel I.D. No(s): 14-24-28-8880-01-000
14-24-28-8880-02-000
14-24-28-8880-03-000
14-24-28-4796-01-000

**FOURTH AMENDMENT TO AMENDED AND RESTATED
ROAD IMPACT FEE AGREEMENT**

VINELAND POINTE PLANNED DEVELOPMENT

(VINELAND AVENUE)

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED ROAD IMPACT FEE AGREEMENT FOR VINELAND POINTE PLANNED DEVELOPMENT (the “Fourth Amendment”), is effective as of the latest date of execution by the parties hereto (the “Effective Date”) and is made and entered into by and among **VINELAND POINTE OWNER LLC**, a Delaware limited liability company (“VPO”), whose address is 535 Madison Avenue, 6th Floor, New York, New York 10022, **ALTIS VINELAND POINTE REALTY, LLC**, a Florida Limited Liability Company (“Altis”), whose address is 1515 S. Federal Highway, Suite 300, Boca Raton, Florida 33432, and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, 201 S. Rosalind Avenue, Orlando, Florida 32802-1393 (“County”). VPO, Altis, and County are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, an affiliate of Carter Vineland Pointe, LLLP, a Florida limited liability partnership (“Carter”) and County entered into that certain Road Impact Fee Agreement dated

November 9, 2004, and recorded November 16, 2004, at Official Records Book 7703, Page 1210, Public Records of Orange County, Florida (the “Original Agreement”), which was amended and restated through that certain Amended and Restated Road Impact Fee Agreement dated December 13, 2016, and recorded December 16, 2016, in the Public Records of Orange County, Florida under Official Document No. 20160653429, as further amended by that certain First Amendment to Amended and Restated Road Impact Fee Agreement dated November 14, 2017, and recorded November 17, 2017, in the Public Records of Orange County, Florida under Official Document No. 20170632050 (the “First Amendment”), as further amended by that certain Second Amendment to Amended and Restated Road Impact Fee Agreement dated on or about January 15, 2019, and recorded February 6, 2019, in the Public Records of Orange County, Florida under Official Document No. 20190075584 (the “Second Amendment”), and as further amended by that certain Third Amendment to Amended and Restated Road Impact Fee Agreement dated on or about November 12, 2019, and recorded November 19, 2019, in the Public Records of Orange County, Florida under Official Document No. 20190727769 (the “Third Amendment”) (collectively, the “Amended and Restated Agreement”); and

WHEREAS, Altis remains the fee simple owner of the Pride Homes Parcel, as identified in the Third Amendment; and

WHEREAS, VPO remains the fee simple owner of the VPO Parcel, as identified in the Third Amendment; and

WHEREAS, on April 12, 2017, County approved that certain Vineland Pointe PD, which established a development program for both the VPO Parcel and the Pride Homes Parcel in three (3) separate phases of development of the PD, which included the following: phase 1 being a 33.5 acre site comprised of 680 townhome/multifamily units and 50,000 square feet of tourist

commercial; phase 2 being a 37.42 acre site comprised of 317,000 square feet of tourist commercial/245 hotel rooms; and phase 3 being a 32.7 acre site comprised of 263,000 square feet of tourist commercial (with all phases being subject to non-substantial adjustments and modifications). County also approved a development plan specific to the VPO Parcel (Vineland Pointe DP (DP 16-09-336)), which has been amended and now includes 459,600 square feet of commercial retail development also in three (3) phases with phase 1 being comprised of 214,800 square feet of retail (“Phase 1”); phase 2 including 124,300 square feet of retail (“Phase 2”); and phase 3 including 120,500 square feet of retail (“Phase 3”) (with all phases being subject to non-substantial adjustments and modifications) (the “VPO Development Plan”), more particularly described on the exhibit attached to this Fourth Amendment as **Exhibit “A”**; and

WHEREAS, the receipt of certificates of occupancy for Phase 1 is imminent and Phase 2 certificates of occupancy are anticipated in 2019; and

WHEREAS, the Parties desire to amend certain terms and provisions of the Amended and Restated Agreement as set forth below; and

WHEREAS, unless otherwise defined herein, the capitalized words and phrases used herein shall have the same meanings as set forth in the Amended and Restated Agreement; and

WHEREAS, in all other respects, the original terms of the Amended and Restated Agreement shall remain unchanged and in full force and effect.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

Section 2. Section 9(d) of the Amended and Restated Agreement is deleted in its entirety and hereby recreated to read as follows:

(d) **Restricted VPO Development Parcels.** Notwithstanding anything seemingly to the contrary, no certificate(s) of occupancy for 6,000 rentable square feet in Phase 1, 45,000 rentable square feet in Phase 2, and 63,717 rentable square feet of Phase 3 of the VPO Development Plan (collectively, the “Restricted VPO Development Parcels”), as shown on the VPO Development Plan attached hereto as **Exhibit “D”**, shall be issued until: (1) a construction contract for the Improvements has been executed on terms and conditions and with a general contractor approved by County, together with delivery to County of satisfactory payment and performance bonding identifying County as a dual-obligee; (2) the acquisition of all ROW Parcels has been completed or waived by the County; (3) true up of any Escrowed Funds has taken place (if applicable); and (4) any outstanding costs associated with such true up process due and owing to County by Constructing Owner is paid. Attached hereto as **Exhibit “E”** is a trip matrix outlining the trip generation calculations between the Restricted VPO Development Parcels as well as an illustrative site plan.

Section 3. Notice. Any notice delivered with respect to this Fourth Amendment or the Amended and Restated Agreement shall be in writing and shall 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 to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to VPO: Vineland Pointe Owner LLC
 c/o Peter Bergner

535 Madison Avenue, 6th Floor
New York, New York 10022

With a copy to: Baker Hostetler, LLP
200 S. Orange Avenue, Suite 2300
Orlando, Florida 32801
Attn: Gregory D. Lee, Esq.

As to Altis: Altis Vineland Pointe Realty, LLC
1515 S. Federal Highway, Suite 300
Boca Raton, Florida 33432

With a copy to: Nelson Mullins
1905 NW Corporate Boulevard, Suite 310
Boca Raton, Florida 33431
Attn: Diane D. Karst, Esquire

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

With a copy to: Orange County Planning, Environmental, and Development
Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-9205

Section 4. Covenants Running with the Land. This Fourth Amendment shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the parties and of the heirs, legal representatives, successors, and assigns of VPO and Altis and any person, firm, corporation, or other entity that may become the successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 10 of the Amended and Restated Agreement to instruct County to make deductions from VPO's road impact fee account shall remain with VPO unless expressly assigned in writing to another by VPO.

Section 5. Recordation of Fourth Amendment. An executed original of this Fourth Amendment shall be recorded, at VPO's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

Section 6. Applicable Law. This Fourth Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 7. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Fourth Amendment and in the Amended and Restated Agreement.

Section 8. Further Documentation. The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 9. Limitation of Remedies. The Parties expressly agree that the consideration, in part, for each of them entering into this Fourth Amendment is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Fourth Amendment, which remedies shall be the same as for the enforcement of the Amended and Restated Agreement, as set forth in Section 17 of the Amended and Restated Agreement.

In addition to the foregoing, nothing in this Fourth Amendment prohibits or estops County from exercising its power of eminent domain with respect to any portion of the Property as County may lawfully elect.

Section 10. Amendments. No amendment, modification, or other change to this Fourth Amendment or the Amended and Restated Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

Section 11. Counterparts. This Fourth Amendment may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Section 12. Utilities. This Fourth Amendment does not address utility requirements. VPO and Altis shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be duly executed by their respective duly authorized representatives on the dates set forth below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



By: Jerry L. Demings

JL Jerry L. Demings,
Orange County Mayor

Date: 17 Dec 19

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

By: Craig A. Stopyra
fol Deputy Clerk

Printed name: Craig Stopyra

WITNESSES:

Samantha Bernstein
Print Name: Samantha Bernstein

WS
Print Name: Wesley Simons

VPO

VINELAND POINTE OWNER LLC, a
Delaware limited liability company

By: VINELAND POINTE JV, LLC, a
Delaware limited liability company, its sole
member

By: OCP Vineland LLC, a Delaware limited
liability company, its managing member

By: O'Connor Management LLC, a Delaware
limited liability company, its sole member

By: WQ
Name: William Q. O'Connor
Title: CEO & President
Date: November 21, 2019

STATE OF NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me by William Q. O'Connor, as CEO & President of O'Connor Management LLC, a Delaware limited liability company, as sole member of OCP Vineland LLC, a Delaware limited liability company, as managing member of Vineland Pointe JV, LLC, a Delaware limited liability company, as sole member of Vineland Pointe Owner LLC, a Delaware limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 21 day of November, 2019. He is personally known to me or has produced _____ as identification and did did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of November, 2019.

Jessica Jones
Notary Public
Print Name: JESSICA JONES
My Commission Expires: August 26, 2023

JESSICA JONES
Notary Public, State of New York
No. 01JO639688
Qualified in Nassau County
Commission Expires August 26, 2023

WITNESSES:

Crystal Haston
Print Name: Crystal Haston
Jeffrey Justis
Print Name: Jeffrey Justis

ALTIS

ALTIS VINELAND POINTE REALTY, LLC,
a Florida limited liability company

By: ALTIS VINELAND POINTE
HOLDING, LLC,
a Florida limited liability company,
its manager

By: ALTIS VINELAND POINTE, LLC,
a Florida limited liability company,
its manager

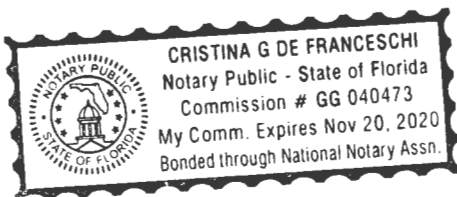
By: ALTIS VINELAND POINTE
MANAGER, LLC,
a Florida limited liability company,
its manager

[Signature]
Name: Timothy A Peterson
Title: V.P.
Date: 11-26-19

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by Timothy A Peterson as VP of Altis Vineland Pointe Manager, LLC, a Florida limited liability company, the manager of Altis Vineland Pointe, LLC, a Florida limited liability company, the manager of Altis Vineland Pointe Holding, LLC, a Florida limited liability company, the manager of Altis Vineland Pointe Realty, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 26 day of November, 2019. He is personally known to me or has produced _____ as identification and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of November, 2019.



Cristina De Franceschi
Notary Public
Print Name: Cristina De Franceschi
My Commission Expires: _____

**JOINDER AND CONSENT TO
FOURTH AMENDMENT TO AMENDED AND RESTATED ROAD IMPACT FEE
AGREEMENT FOR VINELAND POINTE PLANNED DEVELOPMENT**

The undersigned hereby certifies that it is the holder of the following instruments (the “Instruments”):

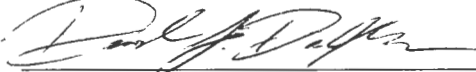

Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing by Vineland Pointe Owner, LLC, a Delaware limited liability company (“Owner”) to Wells Fargo Bank, National Association, recorded December 14, 2017, in Instrument No. 20170681607, Public Records of Orange County, Florida, and the terms and conditions thereof, and that certain Consent to and Collateral Assignment of Impact Fee Agreement and Purchase Agreement by and among Owner, as assignor, and Pride Homes of Vineland, LLC, a Florida limited liability company, as purchaser, recorded March 20, 2018, in Instrument No. 20180160471, Public Records of Orange County, Florida, and the terms and conditions thereof, upon the VPO Parcel (as defined in the Amended and Restated Agreement) presently owned by Owner.

The undersigned hereby joins in, and consents to, the recording of the Fourth Amendment to Amended and Restated Road Impact Fee Agreement for Vineland Pointe Planned Development (the “Fourth Amendment”), and agrees that its above-referenced Instruments, as they may be modified, amended, and assigned from time to time, shall be subordinated to the Fourth Amendment and the Amended and Restated Agreement (as defined in the Fourth Amendment), as said Fourth Amendment and Amended and Restated Agreement may be modified, amended, and assigned from time to time.

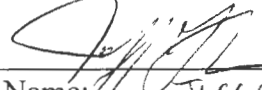
[Signatures follow on next page.]

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:**


Name: Daniel DeMascio

Name: Lauren Usicher

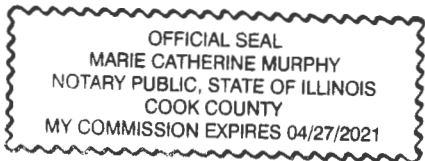
Wells Fargo Bank, National Association

By: 
Print Name: Jeff Goodman
Print Title: VP

STATE OF ~~FLORIDA~~ Illinois
COUNTY OF ~~ORANGE~~ Cook

The foregoing instrument was acknowledged before me this 18th day of November, 2019,
by Jeff Goodman, as VP of Wells Fargo Bank, National
Association, on behalf of such company. She is personally known to me or has produced
 as identification.

(NOTARY SEAL)



Marie Catherine Murphy
Notary Public; State of ~~Florida~~ Illinois
Marie Catherine Murphy
Typed or Printed Name of Notary

**JOINDER AND CONSENT TO
FOURTH AMENDMENT TO AMENDED AND RESTATED ROAD IMPACT FEE
AGREEMENT FOR VINELAND POINTE PLANNED DEVELOPMENT**

The undersigned hereby certifies that it is the holder of the following instruments (the “Instruments”):

Mortgage and Security Agreement by Altis Vineland Pointe Realty, LLC, a Florida limited liability company, as Mortgagor, and Union Savings Bank, as Mortgagee, dated August 19, 2019, recorded August 20, 2019 as Instrument No. 20190515755, of the Public Records of Orange County, Florida.

The undersigned hereby joins in, and consents to, the recording of the Fourth Amendment to Amended and Restated Road Impact Fee Agreement for Vineland Pointe Planned Development (the “Fourth Amendment”), and agrees that its above-referenced Instruments, as they may be modified, amended, and assigned from time to time, shall be subordinated to the Fourth Amendment and the Amended and Restated Agreement (as defined in the Fourth Amendment), as said Fourth Amendment and Amended and Restated Agreement may be modified, amended, and assigned from time to time.

[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:

[Signature]
Name: Santina Vantaggi
[Signature]
Name: Molly Smith

Union Savings Bank, an Ohio corporation

By: [Signature]
Print Name: Lois S. Beck
Print Title: Chairman of the Board

STATE OF Ohio
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 26 day of November, 2019, by Lois S. Beck, as Chairman of the Board of Union Savings Bank, an Ohio corporation, on behalf of such corporation. S/he is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public, State of ~~Florida~~ Ohio
Stacey Fussner
Typed or Printed Name of Notary

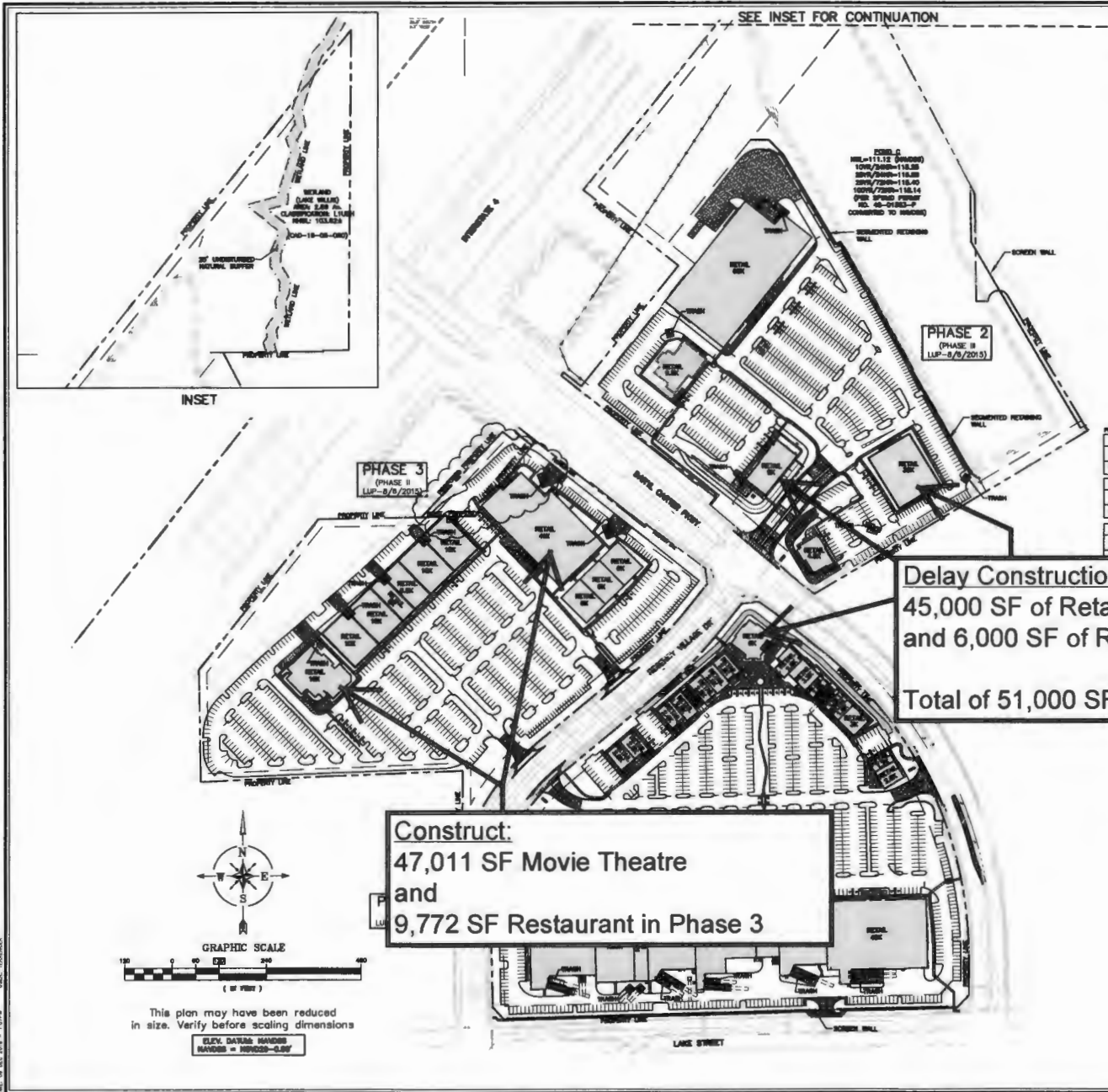


STACEY FUSSNER
Notary Public, State of Ohio
My Comm. Expires Nov. 1, 2021

Exhibit "A"

VPO Development Plan

[See attached page]



INSET

OVERALL SITE DATA:

- PROJECT SITE REQUIREMENTS: ALL TREATMENT AND STORAGE REQUIREMENTS HAVE BEEN PROVIDED BY ON-SITE RETENTION POND IN COMPLIANCE WITH ORANGE COUNTY & SPANISH RIVER COUNTY DISCHARGE REQUIREMENTS TO SPANISH CREEK FOR THE APPROVED U.S.L. SOUTH WESTER SYSTEM WATER SYSTEM.
- SEWERAGE SERVICE PROVIDED: ORANGE COUNTY PUBLIC UTILITIES.
- WASTEWATER TREATMENT SERVICE PROVIDED: ORANGE COUNTY PUBLIC UTILITIES.
- WASTEWATER TREATMENT SERVICE PROVIDED: ORANGE COUNTY PUBLIC UTILITIES.
- WASTEWATER TREATMENT SERVICE PROVIDED: ORANGE COUNTY PUBLIC UTILITIES.

ZONING: TOURIST COMMERCIAL, CASES PER D1.1 OF THE ORANGE COUNTY COMPREHENSIVE PLAN, 2010-2020.

LAND USE: SHOPPING CENTER.

COMPREHENSIVE AREA DETERMINATION: CD-19-05-002 (DATED JUNE 14, 2014)

PHASE	AREA (SQ FT)	FLOOR AREA RATIO
PHASE 1	21,800	0.40
PHASE 2	124,300	0.40
PHASE 3	47,011	0.40

PHASE	TOTAL AREA	RATIO	SPACES REQUIRED	SPACES PROVIDED	N.C.	DIFF.
PHASE 1	21,800 S.F.	0.40	1,074	1,021	0	53
PHASE 2	124,300 S.F.	0.40	622	537	124	85
PHASE 3	47,011 S.F.	0.40	235	289	54	54

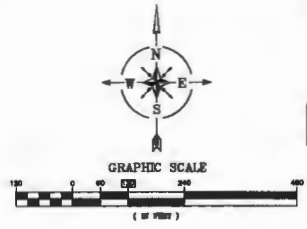
SPACE CALCULATIONS:

SPACE DESCRIPTION	AREA (SQ FT)	AREA (SQ M)
TOTAL PROJECT	173,111	16,047
RETAIL	51,000	4,732
RESTAURANT	9,772	904
MOVIE THEATRE	47,011	4,367

SPACE BY CATEGORY	AREA (SQ FT)	% OF TOTAL
RETAIL	51,000	29.5%
MOVIE THEATRE	47,011	27.2%
RESTAURANT	9,772	5.6%
OFFICE	62,330	35.7%

Delay Construction of:
45,000 SF of Retail in Phase 2
and 6,000 SF of Retail in Phase 1
Total of 51,000 SF of Retail

Construct:
47,011 SF Movie Theatre
and
9,772 SF Restaurant in Phase 3



This plan may have been reduced in size. Verify before scaling dimensions.

ELEV. DATUM: HARRIS BARRING = MEANS-2.56'

Top Construction Schedule

Activity	Start Date	End Date	Duration (Days)
Site Preparation	12/15/2013	01/15/2014	31
Foundation	01/15/2014	02/15/2014	31
Framing	02/15/2014	04/15/2014	61
Roofing	04/15/2014	05/15/2014	31
Interior Finishes	05/15/2014	08/15/2014	92
Final Inspection	08/15/2014	09/15/2014	31

MINIMUM FINISHED FLOOR ELEVATION: 110.14 (NAVD83)

HARRIS
Farm Cal Engineers, LLC
1200 E. Street, Suite 200
Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 639-9888
www.harris-engineering.com
ES 9814

Vineyard Pointe Development Plan
Orange County, Florida

Revisions:

No.	Date	Description
1	11/15/2013	FOR THE CONCEPT REVIEW 11/15/2013
2	11/15/2013	FOR THE CONCEPT REVIEW 11/15/2013
3	11/15/2013	FOR THE CONCEPT REVIEW 11/15/2013
4	11/15/2013	FOR THE CONCEPT REVIEW 11/15/2013
5	11/15/2013	FOR THE CONCEPT REVIEW 11/15/2013
6	11/15/2013	FOR THE CONCEPT REVIEW 11/15/2013
7	11/15/2013	FOR THE CONCEPT REVIEW 11/15/2013
8	11/15/2013	FOR THE CONCEPT REVIEW 11/15/2013

OVERALL SITE PLAN
Scale: As Noted
Date: 02/19/2014
Project No.: 020000

Design: AK
Drawn: TK
Checked: AK

C-05

Exhibit “B”

Trip Matrix

[See attached 2 pages]



MEMORANDUM

November 4, 2019

Re: OCP Vineland PD
 Land Use Equivalency Calculation
 Orange County, Florida
 Project № 16023.1

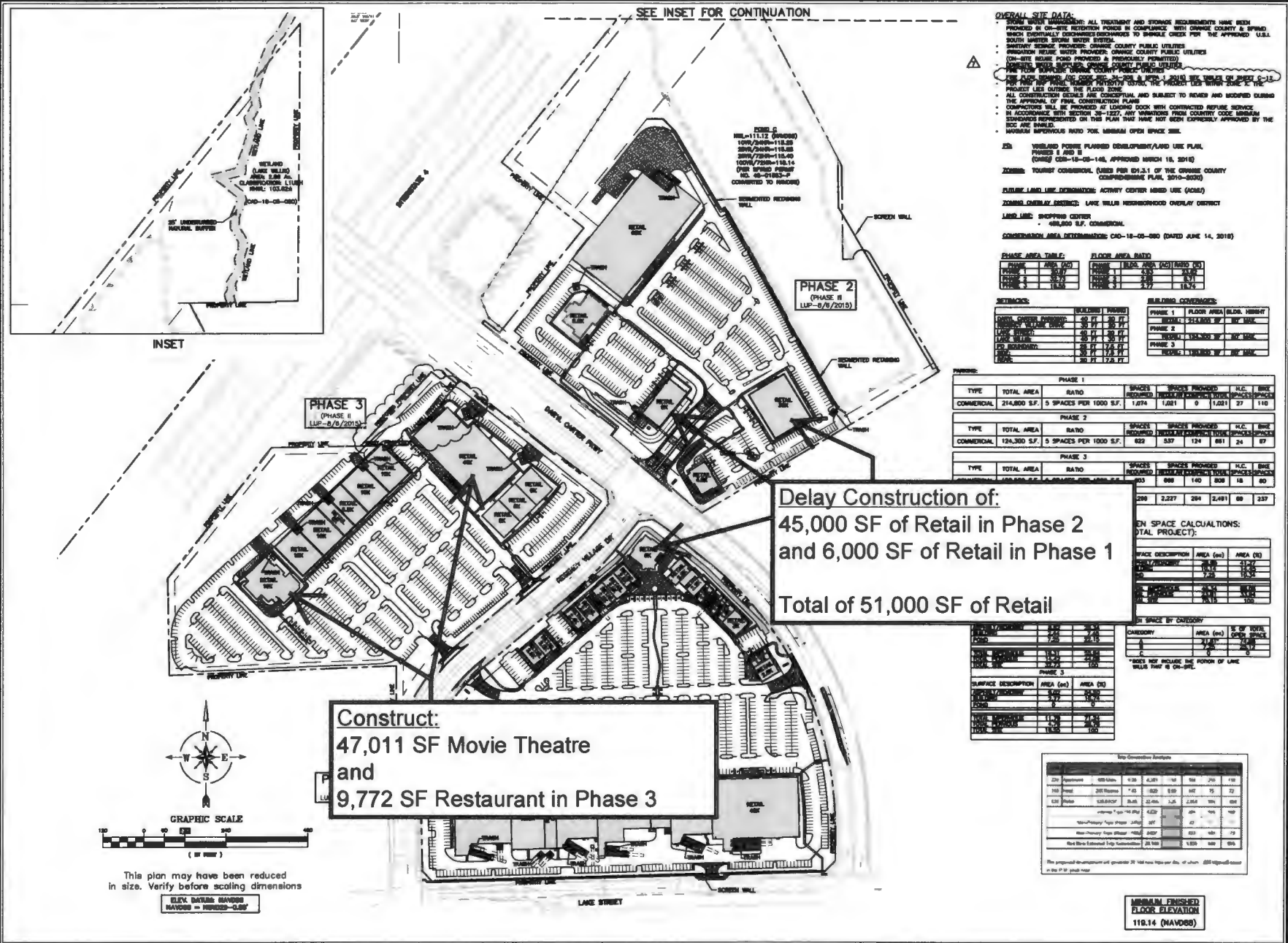
The developer of OCP Vineland is proposing to delay construction of 6,000 square feet of retail in Phase 1 and 45,000 square feet of retail in Phase 2 of the project, a total of 51,000 square feet of retail, in order to allow the construction of a proposed 47,011 square feet movie theatre and an 9,772 square feet restaurant to proceed in Phase 3.

The trip analysis, summarized in **Table 1**, was prepared using data from the ITE *Trip Generation Report, 10th Edition* in accordance with Orange County requirements. The results of the analysis reveal that 51,000 square feet of retail generate 3,803 daily trips while the proposed movie theater and restaurant generate a total of 3,404 daily trips. Therefore, the proposal would result in a net **reduction** of 399 daily trips generated by the project.

**Table 1
 Comparative Trip Generation Analysis**

ITE Code	Land Use	Size	Daily	
			Rate	Trips
Approved Phases 1 & 2 Land Use				
820	Retail	51,000 SF	74.58	3,803
Proposed Phase 3 Land Uses				
445	Movie Theater	47,011 SF	49.10	2,308
931	Restaurant	9,772 SF	112.18	1,096
Phase 3 Trips				3,404
Resulting Change in Trips				-399

ITE Trip Generation Report, 10th Edition



SEE INSET FOR CONTINUATION

PHASE 2
 (PHASE II
 LUP-9/9/2015)

PHASE 3
 (PHASE III
 LUP-9/9/2015)

Delay Construction of:
 45,000 SF of Retail in Phase 2
 and 6,000 SF of Retail in Phase 1
Total of 51,000 SF of Retail

Construct:
 47,011 SF Movie Theatre
 and
 9,772 SF Restaurant in Phase 3

OVERALL SITE DATA:
 - SPECIAL UTILITY MANAGEMENT: ALL TREATMENT AND STORAGE REQUIREMENTS HAVE BEEN PROVIDED IN ON-SITE RETENTION POUNDS IN COMPLIANCE WITH ORANGE COUNTY 8. SPREAD WHICH ESSENTIALLY DISCHARGES DISCHARGES TO BRANCO CREEK FOR THE APPROVED U.S.L.
 - SEWER LATERALS: SEWER LATERALS SHALL BE PROVIDED TO BRANCO CREEK FOR THE APPROVED U.S.L.
 - SANITARY SEWER: ORANGE COUNTY PUBLIC UTILITIES
 - WATER: ORANGE COUNTY PUBLIC UTILITIES
 - ON-SITE SEWER POND PROVIDED & PREVIOUSLY PERMITTED
 - WASTEWATER TREATMENT: ORANGE COUNTY PUBLIC UTILITIES
 - THE PLAN IS SUBJECT TO THE PROVISIONS OF THE PROJECT LIES WITHIN THE ZONE 2 THE PROJECT LIES OUTSIDE THE FLOOD ZONE
 - ALL CONSTRUCTION SHALL BE CONCEPTUAL AND SUBJECT TO REVIEW AND MODIFIED DURING THE APPROVAL OF FINAL CONSTRUCTION PLANS
 - CONTRACTORS SHALL BE PROVIDED AT LEASTING BOOK WITH CONTRACTED REFUSE SERVICE IN ACCORDANCE WITH SECTION 36-1227, ANY VIOLATIONS FROM COUNTRY CODE MINIMUM STANDARD REPRESENTED ON THIS PLAN THAT HAVE NOT BEEN EXPRESSLY APPROVED BY THE RCD ARE SHOWN
 - MAXIMUM SPEED LIMIT 70% MINIMUM OPEN SPACE 20%

ZONING: VILLAGE PLANNED DEVELOPMENT/LAND USE PLAN, PHASES I AND II (ORIG. ORD-16-08-146, APPROVED MARCH 16, 2010)
ZONING: TOURIST COMMERCIAL (MUD PER 01.2.1 OF THE ORANGE COUNTY COMPREHENSIVE PLAN, 2010-2030)
EXISTING LAND USE INFORMATION: ACTIVE CENTER MED USE (ACMS)
ZONING OVERLAY APPLICABLE: LAKE WILLY OVERLOOK OVERLAY DISTRICT
LAND USE: SHOPPING CENTER
CONSERVATION AREA INFORMATION: CO-16-05-080 (DATED JUNE 14, 2010)

PHASE	AREA (SQ FT)	FLOOR AREA RATIO
PHASE 1	214,800	0.5
PHASE 2	124,300	0.5
PHASE 3	56,783	0.5

PHASE	AREA (SQ FT)	FLOOR AREA RATIO	SPACES PROVIDED	N.C. SPACE	BIKE SPACE
PHASE 1	214,800	0.5	1,074	1,021	0
PHASE 2	124,300	0.5	622	537	124
PHASE 3	56,783	0.5	286	2,227	294

PHASE	TYPE	TOTAL AREA	RATIO	SPACES REQUIRED	SPACES PROVIDED	N.C. SPACE	BIKE SPACE
PHASE 1	COMMERCIAL	214,800 S.F.	0.5 SPACES PER 1000 S.F.	1,074	1,021	0	1,021
	COMMERCIAL	214,800 S.F.	0.5 SPACES PER 1000 S.F.	1,074	1,021	0	1,021
PHASE 2	COMMERCIAL	124,300 S.F.	0.5 SPACES PER 1000 S.F.	622	537	124	881
	COMMERCIAL	124,300 S.F.	0.5 SPACES PER 1000 S.F.	622	537	124	881
PHASE 3	COMMERCIAL	56,783 S.F.	0.5 SPACES PER 1000 S.F.	286	2,227	294	2,491
	COMMERCIAL	56,783 S.F.	0.5 SPACES PER 1000 S.F.	286	2,227	294	2,491

OPEN SPACE CALCULATIONS:
 TOTAL PROJECT:

SPACE DESCRIPTION	AREA (sq ft)	AREA (SQ)
OPEN SPACE	1,021	0.023
BIKE SPACE	1,021	0.023
TOTAL	2,042	0.046

SPACES BY CATEGORY:

CATEGORY	AREA (sq ft)	% OF TOTAL
OPEN SPACE	1,021	21.2%
BIKE SPACE	1,021	21.2%
TOTAL	2,042	42.4%

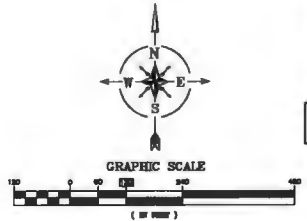
PHASE 3

SPACE DESCRIPTION	AREA (sq ft)	AREA (SQ)
BIKE SPACE	2,491	0.055
TOTAL	2,491	0.055

Site Generation Statistics

City	Population	65+ Male	6-20	65-74	18-24	25-34	35-44	45-54
Orlando	250,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000

MINIMUM FINISHED FLOOR ELEVATION
 119.14 (NAVD88)



This plan may have been reduced in size. Verify before scaling dimensions

ELEV. DATUM: NAVD88
 NAVD88 = 892000-0.00'