



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32802-1393

## Legislation Text

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**File #:** 25-637, **Version:** 1

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### Interoffice Memorandum

**DATE:** April 9, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** N/A

**FROM:** Joseph C. Kunkel, P.E., Director, Public Works Department

**CONTACT:** Jon V. Weiss, P.E., Chairman

**PHONE:** (407) 836-5393

**DIVISION:** Roadway Agreement Committee

**ACTION REQUESTED:**

Approval and execution of Proportionate Share Agreement for Millenia Park Multifamily Phase 2 Conroy-Windermere Road and John Young Parkway by and among Millenia Park Tower V, LLC, Millenia Park Tower VI LLC, Millenia Park Tower VII LLC, Millenia Park Tower VIII LLC and Orange County for a proportionate share payment in the amount of \$1,109,482. District 6. **(Roadway Agreement Committee)**

**PROJECT:** N/A

**PURPOSE:**

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Millenia Park Multifamily Phase 2 Conroy-Windermere Road and John Young Parkway ("Agreement") by and among Millenia Park Tower V, LLC, Millenia Park Tower VI LLC, Millenia Park Tower VII LLC, Millenia Park Tower VIII LLC and Orange County for a proportionate share payment in the amount of \$1,109,482. 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 Conroy-Windermere Road from Vineland Road to Millenia Boulevard in the amount \$16,208 per trip and 53 deficient trips on the road segment of John Young Parkway from Oak Ridge Road to Americana Boulevard in the amount

\$20,322 per trip.

The Roadway Agreement Committee recommended approval on April 9, 2025. 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.

**BUDGET:** N/A

BCC Mtg. Date: April 22, 2025

This instrument prepared by  
and after recording return to:

Isaac Peckel, Manager  
MIR Developments, LLC  
18851 NE 29th Avenue, Suite 402  
Miami, Florida 33180

Parcel ID Numbers: 21-23-29-1175-00-018, 21-23-29-1175-00-019, 21-23-29-1175-01-002, and  
21-23-29-1175-01-001

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

**PROPORTIONATE SHARE AGREEMENT FOR  
MILLENNIA PARK MULTIFAMILY PHASE 2**

**CONROY-WINDERMERE ROAD AND JOHN YOUNG PARKWAY**

This Proportionate Share Agreement (the “Agreement”), effective as of the latest date of execution (the “**Effective Date**”), is made and entered into by and among Millenia Park Tower V LLC, a Florida limited liability company (“**Owner 1**”), Millenia Park Tower VI LLC, a Florida limited liability company (“**Owner 2**”), Millenia Park Tower VII LLC, a Florida limited liability company (“**Owner 3**”), Millenia Park Tower VIII LLC, a Florida limited liability company (“**Owner 4**”), all of which have a principal place of business at 11900 Biscayne Blvd, Suite 289, North Miami, Florida 33181, 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 1, Owner 2, Owner 3, and Owner 4 shall be referred to herein collectively as “**Owners**”. Owners and County may sometimes be referred to herein individually as “**Party**” and collectively as “**Parties**.”

WHEREAS, Owners hold 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 6, and the proceeds of the PS Payment, as defined herein, will be allocated to Conroy-Windermere Road and John Young Parkway; and

WHEREAS, Owners intend to develop the Property as 840 multifamily units and 25,270 square feet of retail, referred to and known as Millenia Park Multifamily Phase 2 (the “**Project**”); and

WHEREAS, Owners received a letter from County dated March 14, 2025, stating that Owners' Capacity Encumbrance Letter ("CEL") application #24-02-010 for the Project was denied; and

WHEREAS, the Project will generate 2 deficient PM Peak Hour trips (the "**Excess Trips 1**") for the deficient roadway segment on Conroy-Windermere Road from Vineland Road to Millenia Boulevard (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 53 deficient PM Peak Hour trips (the "**Excess Trips 2**") for the deficient roadway segment on John Young Parkway from Oak Ridge Road to Americana Boulevard (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, Owners have offered to provide County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owners 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 One Million One Hundred Nine Thousand Four Hundred Eighty-Two and 00/100 Dollars (\$1,109,482.00) (the "**PS Payment**"); and

WHEREAS, County and Owners 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 Owners 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 One Million One Hundred Nine Thousand Four Hundred Eighty-Two and 00/100 Dollars (\$1,109,482.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes, as may be amended. Owners and County agree that the Excess Trips will constitute the Project’s impact on the aforementioned Deficient Segments based upon (i) Owners’ Traffic Study titled “Millenia Park Transportation Impact Analysis” prepared by Kimley-Horn and Associates, Inc., dated October 2024, for Millenia Park Tower V LLC, Millenia Park Tower VI, LLC, Millenia Park Tower VII LLC, Millenia Park Tower VIII, 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 March 6, 2025, and is on file and available for inspection with that division (CMS #2024010). Owners 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 Owners are 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 Owners 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. Owners and County further acknowledge and agree that the calculation of an 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, Owners shall deliver a check to County in the amount of One Million One Hundred Nine Thousand Four Hundred Eighty-Two and 00/100 Dollars (\$1,109,482.00) 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, Owners 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 Owners have 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 Owners have 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. Owners understand and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owners are precluded from asserting any such vesting. In addition, Owners understand 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 Owners' 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, Owners 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. Owners shall be entitled to fully and completely develop the Project, without regard to whether improvements to the Deficient Segments are actually constructed; provided, however, Owners shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owners' 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 Owners 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 Owners agree that in accordance with Section 163.3180(5)(h)(2)(e), Florida Statutes, as may be amended, Owners 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 Owners in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owners 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, Owners 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 Owners: Millenia Park Tower V LLC, Millenia Park Tower VI, LLC,  
Millenia Park Tower VII LLC, and Millenia Park Tower VIII, LLC  
c/o MIR Developments, LLC  
18851 NE 29<sup>th</sup> Avenue, Suite 402  
Miami, Florida 33180

With copy to: Christopher Leppert  
Kimley-Horn and Associates, Inc.  
200 South Orange Avenue, Suite 600  
Orlando, Florida 32801

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 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 Owners and upon any person, firm, corporation, or entity who may become a successor in interest to the Property.

**Section 7. Recordation of Agreement.** Owners 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 Owners 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) Owners have 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) Owners have 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]

Proportionate Share Agreement, Millenia Park Multifamily Phase 2  
Millenia Park Tower V LLC, Millenia Park Tower VI, LLC, Millenia Park Tower VII LLC, Millenia Park Tower  
VIII, LLC for Conroy-Windermere Road and John Young Parkway, 2025

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: Brynn W. Brooks  
Jerry L. Demings  
Orange County Mayor

Date: 22 April 2025

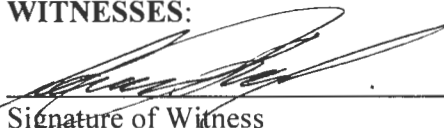
ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: [Signature]  
Deputy Clerk

Print Name: DAVID ROONEY

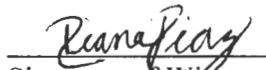
Proportionate Share Agreement, Millenia Park Multifamily Phase 2  
Millenia Park Tower V LLC, Millenia Park Tower VI, LLC, Millenia Park Tower VII LLC, Millenia Park Tower VIII, LLC for Conroy-Windermere Road and John Young Parkway, 2025

**WITNESSES:**

  
Signature of Witness

Print Name: Maecol Prada

Mailing Address: 800 PARKVIEW DR  
HALLANDALE BEACH FL, 33009

  
Signature of Witness

Print Name: DIANA DIAZ

Mailing Address: 1900 Van Buren ST.  
APT 110 HOLLYWOOD FL 33020

**"OWNERS"**

Millenia Park Tower V LLC, a Florida limited liability company

By: MIR Developments, LLC, a Florida limited liability company, its Manager

By:   
\_\_\_\_\_

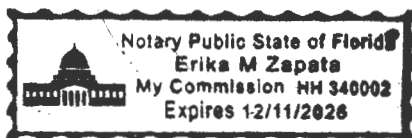
Print Name: Ruben Kaufman

Title: Manager

STATE OF: Florida  
COUNTY OF: Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 01 day of April, 2025, by Ruben Kaufman, as Manager of MIR Developments, LLC, a Florida limited liability company, the Manager of Millenia Park Tower V LLC, a Florida limited liability company, on behalf of such limited liability company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(Notary Stamp)



  
Signature of Notary Public

Print Name: Erika Zapata

Notary Public, State of: Florida

Commission Expires: 12/11/2026

(mm/dd/yyyy)

Proportionate Share Agreement, Millenia Park Multifamily Phase 2  
Millenia Park Tower V LLC, Millenia Park Tower VI, LLC, Millenia Park Tower VII LLC, Millenia Park Tower VIII, LLC for Conroy-Windermere Road and John Young Parkway, 2025

**WITNESSES:**

[Signature]  
Signature of Witness

Print Name: Marisol Peck

Mailing Address: 800 Parkview Dr.

Hallandale Beach, FL, 33009.

[Signature]  
Signature of Witness

Print Name: DIANA DIAZ

Mailing Address: 1900 Van Buren St.

Apt 110 Hollywood FL 33020

**"OWNERS"**

Millenia Park Tower VI LLC, a Florida  
limited liability company

By: MIR Developments, LLC, a Florida  
limited liability company, its Manager

By: [Signature]

Print Name: Ruben Kaufman

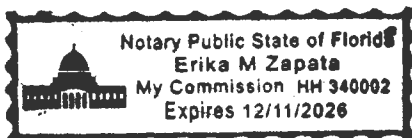
Title: Manager

STATE OF: Florida

COUNTY OF: Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 01 day of April, 2025, by Ruben Kaufman, as Manager of MIR Developments, LLC, a Florida limited liability company, the Manager of Millenia Park Tower VI LLC, a Florida limited liability company, on behalf of such limited liability company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(Notary Stamp)



[Signature]  
Signature of Notary Public

Print Name: Erika Zapata

Notary Public, State of: Florida

Commission Expires: 12/11/2026

(mm/dd/yyyy)

Proportionate Share Agreement, Millenia Park Multifamily Phase 2  
Millenia Park Tower V LLC, Millenia Park Tower VI, LLC, Millenia Park Tower VII LLC, Millenia Park Tower  
VIII, LLC for Conroy-Windermere Road and John Young Parkway, 2025

**WITNESSES:**

[Signature]  
Signature of Witness

Print Name: Marisol Prado

Mailing Address: 800 Parkview Dr.

Hallandale beach, FL, 33009

[Signature]  
Signature of Witness

Print Name: DIANA DIAZ

Mailing Address: 1900 Van Buren St.

Apt 110 Hollywood FL 33020

**"OWNERS"**

Millenia Park Tower VII LLC, a Florida  
limited liability company

By: MIR Developments, LLC, a Florida  
limited liability company, its Manager

By: [Signature]

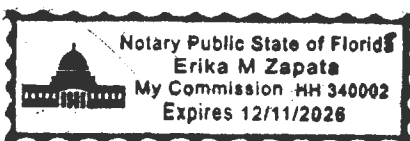
Print Name: Ruben Kaufman

Title: Manager

STATE OF: Florida  
COUNTY OF: Miami-Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this 01 day of April, 2025, by Ruben Kaufman,  
as Manager of MIR Developments, LLC, a Florida limited liability company, the Manager  
of Millenia Park Tower VII LLC, a Florida limited liability company, on behalf of such  
limited liability company, who ☒ is personally known to me or ☐ has  
produced \_\_\_\_\_ as identification.

(Notary Stamp)



[Signature]  
Signature of Notary Public  
Print Name: Erika Zapata  
Notary Public, State of: Florida  
Commission Expires: 12/11/2026  
(mm/dd/yyyy)

**WITNESSES:**

[Signature]  
Signature of Witness

Print Name: Marisol Peada

Mailing Address: 800 parkview Dr.

Hallandale Beach, FL, 33009.

[Signature]  
Signature of Witness

Print Name: Diana Diaz

Mailing Address: 1900 Van Buren St.

Apt 110 Hollywood FL 33020

**"OWNERS"**

Millenia Park Tower VIII LLC, a Florida limited liability company

By: MIR Developments, LLC, a Florida limited liability company, its Manager

By: [Signature]

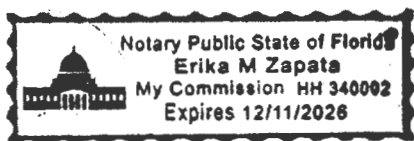
Print Name: Ruben Kaufman

Title: Manager

STATE OF: Florida  
COUNTY OF: Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 01 day of April, 2025, by Ruben Kaufman, as Manager of MIR Developments, LLC, a Florida limited liability company, the Manager of Millenia Park Tower VIII, LLC, Florida limited liability company, on behalf of such limited liability company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(Notary Stamp)

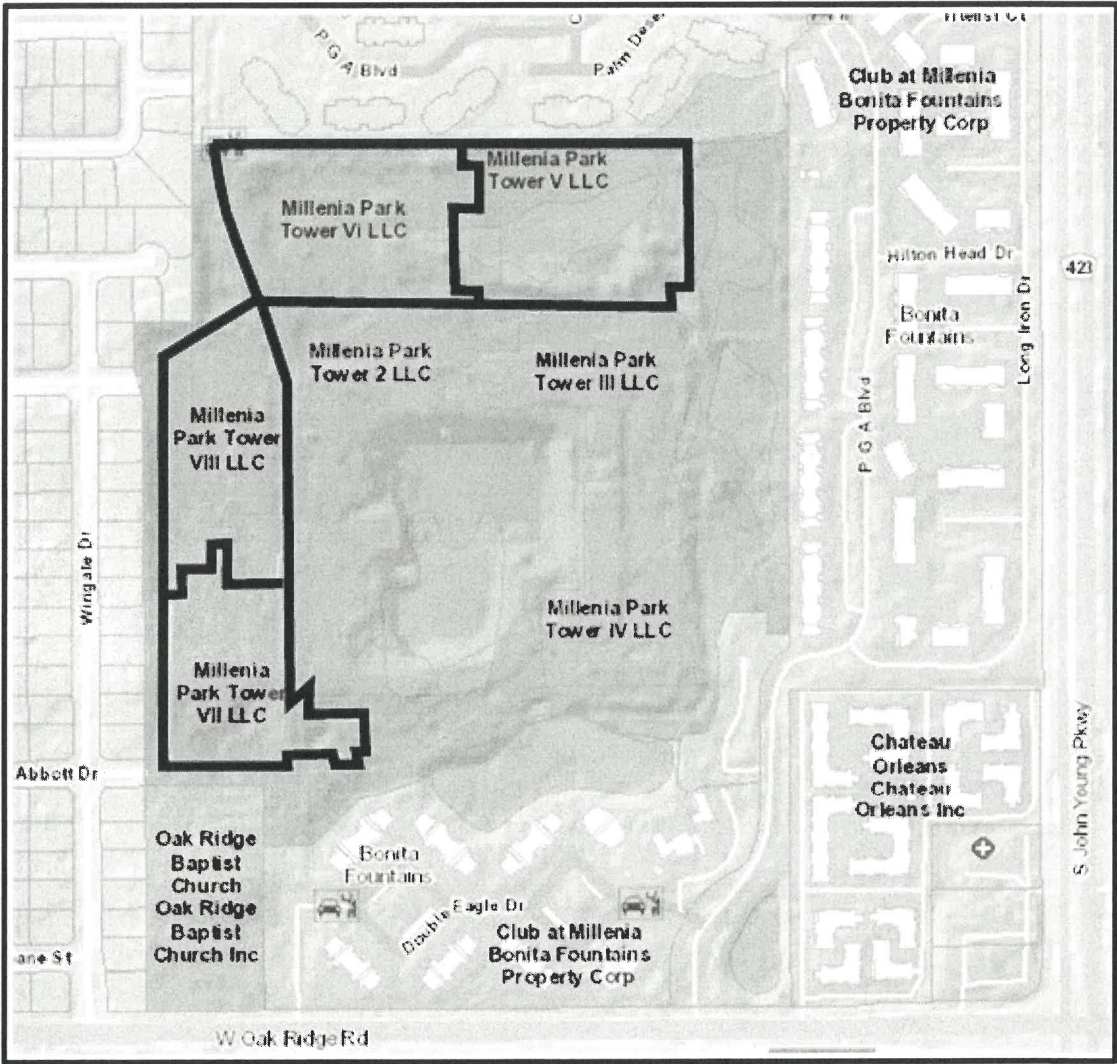


[Signature]  
Signature of Notary Public  
Print Name: Erika Zapata  
Notary Public, State of: Florida  
Commission Expires: 12/11/2025  
(mm/dd/yyyy)

**EXHIBIT “A”**

**“MILLENNIA PARK MULTIFAMILY PHASE 2”**

**Project Location Map**



**EXHIBIT "B"**

**"MILLENNIA PARK MULTIFAMILY PHASE 2"**

Parcel ID: 21-23-29-1175-00-018

A PARCEL OF LAND LOCATED IN SECTION 21, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS DOCUMENT NUMBER 20180061446 AND BEING A PORTION OF LOT 1, CANNONGATE, AS RECORDED IN PLAT BOOK 27, PAGE 111, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1, N00°26'03"W, A DISTANCE OF 506.25 FEET; THENCE LEAVING SAID WEST LINE, N24°06'07"E, A DISTANCE OF 1162.60 FEET TO THE POINT OF BEGINNING;

THENCE N00°09'01"E, A DISTANCE OF 43.12 FEET; THENCE S89°50'59"E, A DISTANCE OF 48.18 FEET; THENCE N00°09'01"E, A DISTANCE OF 181.96 FEET; THENCE N89°50'59"W, A DISTANCE OF 48.18 FEET; THENCE N00°09'01"E, A DISTANCE OF 96.00 FEET; THENCE N89°50'59"W, A DISTANCE OF 33.32 FEET; THENCE N00°09'01"E, A DISTANCE OF 39.79 FEET; THENCE S89°42'20"E, A DISTANCE OF 36.00 FEET; THENCE N00°09'01"E, A DISTANCE OF 1.54 FEET TO THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS DOCUMENT NUMBER 20180061446; THENCE ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES: 1) S89°42'11"E, A DISTANCE OF 409.31 FEET; 2) N83°19'00"E, A DISTANCE OF 47.70 FEET; THENCE LEAVING SAID NORTH LINE, S00°09'01"W, A DISTANCE OF 317.53 FEET; THENCE N89°50'59"W, A DISTANCE OF 17.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF S45°02'01"W, 4.24 FEET) FOR AN ARC DISTANCE OF 4.71 FEET TO A POINT OF TANGENCY; THENCE S00°09'01"W, A DISTANCE OF 35.29 FEET; THENCE N89°50'59"W, A DISTANCE OF 248.50 FEET; THENCE S00°09'01"W, A DISTANCE OF 11.12 FEET; THENCE N89°50'59"W, A DISTANCE OF 190.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.561 ACRES (155103 SQUARE FEET) OF LAND, MORE OR LESS.



**EXHIBIT "B"**

**"MILLENNIA PARK MULTIFAMILY PHASE 2"**

Parcel ID: 21-23-29-1175-00-019

A PARCEL OF LAND LOCATED IN SECTION 21, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS DOCUMENT NUMBER 20180061446 AND BEING A PORTION OF LOT 1, CANNONGATE, AS RECORDED IN PLAT BOOK 27, PAGE 111, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1, N00°26'03"W, A DISTANCE OF 506.25 FEET; THENCE LEAVING SAID WEST LINE, N00°02'51"E, A DISTANCE OF 1073.61 FEET TO THE POINT OF BEGINNING;

THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 02°57'45" AND A CHORD BEARING AND DISTANCE OF N24°08'19"W, 38.78 FEET) FOR AN ARC DISTANCE OF 38.78 FEET TO A POINT OF TANGENCY; THENCE N25°37'12"W, A DISTANCE OF 21.80 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 22°10'47" AND A CHORD BEARING AND DISTANCE OF N14°31'48"W, 307.78 FEET) FOR AN ARC DISTANCE OF 309.69 FEET TO THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS DOCUMENT NUMBER 20180061446; THENCE ALONG SAID NORTH LINE, S89°42'11"E, A DISTANCE OF 580.00 FEET; THENCE LEAVING SAID NORTH LINE, S00°09'01"W, A DISTANCE OF 1.54 FEET; THENCE N89°42'20"W, A DISTANCE OF 36.00 FEET; THENCE S00°09'01"W, A DISTANCE OF 39.79 FEET; THENCE S89°50'59"E, A DISTANCE OF 33.32 FEET; THENCE S00°09'01"W, A DISTANCE OF 96.00 FEET; THENCE N89°50'59"W, A DISTANCE OF 48.18 FEET; THENCE S00°09'01"W, A DISTANCE OF 181.96 FEET; THENCE S89°50'59"E, A DISTANCE OF 48.18 FEET; THENCE S00°09'01"W, A DISTANCE OF 32.00 FEET; THENCE N89°50'59"W, A DISTANCE OF 473.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.122 ACRES (179556 SQUARE FEET) OF LAND, MORE OR LESS.

**EXHIBIT "B"**

**"MILLENNIA PARK MULTIFAMILY PHASE 2"**

Parcel ID: 21-23-29-1175-01-002

A PARCEL OF LAND LOCATED IN SECTION 21, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS DOCUMENT NUMBER 20180081446 AND BEING A PORTION OF LOT 1, CANNONGATE, AS RECORDED IN PLAT BOOK 27, PAGE 111, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1, N00°26'03"W, A DISTANCE OF 506.25 FEET; THENCE LEAVING SAID WEST LINE, N49°29'35"E, A DISTANCE OF 74.74 FEET TO THE POINT OF BEGINNING;

THENCE N89°50'59"W, A DISTANCE OF 247.05 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°59'59" AND A CHORD BEARING AND DISTANCE OF N44°51'00"W, 21.21 FEET) FOR AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE N00°09'00"E, A DISTANCE OF 366.67 FEET; THENCE S89°50'59"E, A DISTANCE OF 28.67 FEET; THENCE N00°09'01"E, A DISTANCE OF 55.47 FEET; THENCE S89°50'59"E, A DISTANCE OF 69.00 FEET; THENCE N00°09'01"E, A DISTANCE OF 43.47 FEET; THENCE S89°50'59"E, A DISTANCE OF 32.00 FEET; THENCE S00°09'01"W, A DISTANCE OF 82.94 FEET; THENCE S89°50'59"E, A DISTANCE OF 109.89 FEET; THENCE N00°09'01"E, A DISTANCE OF 61.81 FEET; THENCE N60°09'01"E, A DISTANCE OF 25.98 FEET; THENCE S00°09'06"W, A DISTANCE OF 325.41 FEET; THENCE N60°09'01"E, A DISTANCE OF 50.23 FEET; THENCE S00°09'06"W, A DISTANCE OF 65.85 FEET; THENCE S89°50'59"E, A DISTANCE OF 40.01 FEET; THENCE S00°09'01"W, A DISTANCE OF 9.67 FEET; THENCE S89°50'59"E, A DISTANCE OF 77.49 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 02°27'31" AND A CHORD BEARING AND DISTANCE OF N88°55'15"E, 8.58 FEET) FOR AN ARC DISTANCE OF 8.58 FEET TO A POINT OF NON-TANGENCY; THENCE S02°18'30"E, A DISTANCE OF 64.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 264.00 FEET, A CENTRAL ANGLE OF 02°27'31" AND A CHORD BEARING AND DISTANCE OF S88°55'15"W, 11.33 FEET) FOR AN ARC DISTANCE OF 11.33 FEET TO A POINT OF TANGENCY; THENCE N89°50'59"W, A DISTANCE OF 2.08 FEET; THENCE S00°09'01"W, A DISTANCE OF 32.67 FEET; THENCE N89°50'59"W, A DISTANCE OF 41.21 FEET; THENCE N00°09'01"E, A DISTANCE OF 15.67 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 4.33 FEET, A CENTRAL ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF N44°50'59"W, 6.13 FEET) FOR AN ARC DISTANCE OF 6.81 FEET TO A POINT OF TANGENCY; THENCE N89°50'59"W, A DISTANCE OF 113.37 FEET; THENCE S00°09'06"W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.928 ACRES (127524 SQUARE FEET) OF LAND, MORE OR LESS.

**EXHIBIT "B"**

**"MILLENNIA PARK MULTIFAMILY PHASE 2"**

Parcel ID: 21-23-29-1175-01-001

A PARCEL OF LAND LOCATED IN SECTION 21, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS DOCUMENT NUMBER 20180061446 AND BEING A PORTION OF LOT 1, CANNONGATE, AS RECORDED IN PLAT BOOK 27, PAGE 111, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1, N00°26'03"W, A DISTANCE OF 506.25 FEET; THENCE LEAVING SAID WEST LINE, N04°00'04"E, A DISTANCE OF 509.33 FEET TO THE POINT OF BEGINNING;

THENCE N00°09'01"E, A DISTANCE OF 100.77 FEET; THENCE N89°50'59"W, A DISTANCE OF 109.89 FEET; THENCE S00°09'01"W, A DISTANCE OF 79.64 FEET; THENCE N89°50'59"W, A DISTANCE OF 32.00 FEET; THENCE S00°09'01"W, A DISTANCE OF 43.47 FEET; THENCE N89°50'59"W, A DISTANCE OF 69.00 FEET; THENCE S00°09'01"W, A DISTANCE OF 55.47 FEET; THENCE N89°50'59"W, A DISTANCE OF 28.87 FEET; THENCE N00°09'00"E, A DISTANCE OF 524.50 FEET; THENCE S89°50'59"E, A DISTANCE OF 19.21 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 4.50 FEET, A CENTRAL ANGLE OF 57°05'25" AND A CHORD BEARING AND DISTANCE OF N61°36'18"E, 4.30 FEET) FOR AN ARC DISTANCE OF 4.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 42.50 FEET, A CENTRAL ANGLE OF 16°08'35" AND A CHORD BEARING AND DISTANCE OF N38°43'27"E, 11.93 FEET) FOR AN ARC DISTANCE OF 11.97 FEET TO A POINT OF NON-TANGENCY; THENCE NORTHEASTERLY ALONG A REVERSE CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 4.50 FEET, A CENTRAL ANGLE OF 81°43'17" AND A CHORD BEARING AND DISTANCE OF N08°14'04"E, 5.89 FEET) FOR AN ARC DISTANCE OF 6.42 FEET TO A POINT OF TANGENCY; THENCE N32°37'34"W, A DISTANCE OF 11.50 FEET; THENCE N57°22'28"E, A DISTANCE OF 129.50 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 228.50 FEET, A CENTRAL ANGLE OF 09°08'27" AND A CHORD BEARING AND DISTANCE OF N61°56'39"E, 36.42 FEET) FOR AN ARC DISTANCE OF 36.45 FEET TO A POINT OF TANGENCY; THENCE N66°30'52"E, A DISTANCE OF 36.18 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 23°38'13" AND A CHORD BEARING AND DISTANCE OF S11°40'01"E, 307.22 FEET) FOR AN ARC DISTANCE OF 309.41 FEET TO A POINT OF TANGENCY; THENCE S00°09'06"W, A DISTANCE OF 261.69 FEET; THENCE S60°09'01"W, A DISTANCE OF 25.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.868 ACRES (124940 SQUARE FEET) OF LAND, MORE OR LESS.



## EXHIBIT "C"

### "MILLENNIA PARK MULTIFAMILY PHASE 2"

#### DEFICIENT SEGMENT 2

#### Log of Project Contributions John Young Parkway (Oak Ridge Road to Americana Boulevard)

Roadway Improvement Project Information										
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement Adding Two Lanes of Capacity	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip	
John Young Parkway	Oak Ridge Rd    Americana Blvd	1.00	E	3020		4040	1020	\$20,728,295	\$20,322	
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		
John Young Parkway	Oak Ridge Rd    Americana Blvd	1.00	E	3020	38	4040	1020	\$772,231		
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
John Young Parkway	Oak Ridge Rd    Americana Blvd	1.00	E	3020	4040	1020	38	982	\$19,956,064	\$20,322

Updated: 3/24/25

Log of Project Contributions			
Date	Project	Project Trips	Prop Share
Existing	Mar-23	Existing plus Committed	\$711,270
	Apr-23	Pet Alliance	\$60,966
	Backlogged Totals:		\$772,236
Proposed	Mar-25	Millenia Park	\$1,077,066
			\$0
			\$0
			\$0
			\$0
Totals:		91	\$1,849,302

Updated: 3/24/25

Log of Project Contributions				
Date	Project	Project Trips	Prop Share	
Existing	Mar-23	Existing plus Committed	35	\$711,270
	Apr-23	Pet Alliance	3	\$60,966
		Backlogged Totals:	38	\$772,236
Proposed	Mar-25	Millenia Park	53	\$1,077,066
				\$0
				\$0
				\$0
		Totals:	91	\$1,849,302