



Interoffice Memorandum

**AGENDA ITEM**

November 1, 2021

TO: Mayor Jerry L. Demings  
-AND-  
County Commissioners

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

SUBJECT: November 30, 2021 – Consent Item  
Proportionate Share Agreement for Foothills of Mount Dora Phase 4  
Orange Blossom Trail

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Foothills of Mount Dora Phase 4 Orange Blossom Trail ("Agreement") by and among Donald and Janet Mealey Family Limited Partnership, First Team Properties, LLC, The Foothills of Mount Dora, LLC, Peacock Investment Holdings, LLC, and Orange County for a proportionate share payment in the amount of \$1,390,116. 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 28 deficient trips on the road segments of Orange Blossom Trail from Ponkan Road to Sadler Road in the amount of \$49,647 per trip.

The Roadway Agreement Committee recommended approval on October 27, 2021. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5393.

**ACTION REQUESTED:** Approval and execution of Proportionate Share Agreement for Foothills of Mount Dora Phase 4 Orange Blossom Trail by and among Donald and Janet Mealey Family Limited Partnership, First Team Properties, LLC, The Foothills of Mount Dora, LLC, Peacock Investment Holdings, LLC, and Orange County for a proportionate share payment in the amount of \$1,390,116. District 2

JVW/NC/fb  
Attachment

BCC Mtg. Date: Nov. 30, 2021

This instrument prepared by:

Mohammed Abdallah  
Traffic & Mobility Consultants LLC  
3101 Maguire Blvd, Ste 265  
Orlando, FL 32803

After recording return to:

Jeff Bankowitz  
GrayRobinson, P.A.  
301 East Pine Street, Suite 1400  
Orlando, Florida 32801

Parcel ID Numbers:

10-20-27-0000-00-045,  
10-20-27-0000-00-043

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

**PROPORTIONATE SHARE AGREEMENT FOR  
FOOTHILLS OF MOUNT DORA PHASE 4**

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**ORANGE BLOSSOM TRAIL**

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 DONALD AND JANET MEALEY FAMILY LIMITED PARTNERSHIP, a Nevada limited partnership, whose principal place of business is 9776 Covert Garden Drive, Orlando, Florida 32827; FIRST TEAM PROPERTIES, LLC, a Florida limited liability company, whose principal place of business is 1089 W. Morse Boulevard, Suite D, Winter Park, Florida, 32789; THE FOOTHILLS OF MOUNT DORA, LLC, a Florida limited liability company, whose principal place of business is 1089 W. Morse Boulevard, Suite D, Winter Park, Florida, 32789; PEACOCK INVESTMENT HOLDINGS, LLC, a Florida limited liability company, whose principal place of business is 1089 W. Morse Boulevard, Suite D, Winter Park, Florida, 32789; each an owner, referred to herein collectively as (the “**Owners**”), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), whose address is P.O. Box 1393, Orlando, Florida 32802-1393.

WHEREAS, Owners are the owners of fee simple title to certain real property, as generally depicted on Exhibit “A” and more particularly described on Exhibit “B,” both of which exhibits are attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, the Property is located in County Commission District 2, and the proceeds of the PS Payment, as defined herein, will be allocated to Orange Blossom Trail; and

WHEREAS, Owners intend to develop the Property as 230 single-family dwelling units, referred to and known as Foothills of Mount Dora Phase 4 (the “**Project**”); and

WHEREAS, Owners received a letter from County dated September 27, 2021, stating that Owners’ Capacity Encumbrance Letter (“**CEL**”) application #CEL-21-02-021 for the Project was denied; and

WHEREAS, the Project will generate 28 deficient PM Peak Hour trips (the “**Excess Trips**”) for the deficient roadway segment on Orange Blossom Trail from Ponkan Road to Sadler Road (the “**Deficient Segment**”), and zero (0) PM Peak Hour trips were available on the Deficient Segment on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Excess Trips will cause the Deficient Segment to operate below adopted Level of Service standards; therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owners shall provide the 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 Segment through the current anticipated Project buildout is one million three hundred ninety thousand one hundred sixteen and 00/100 Dollars (\$1,390,116.00) (the “**PS Payment**”); and

WHEREAS, Owners agree to be held jointly and severally responsible for compliance with the terms of this Agreement and the payment of the PS Payment; and

WHEREAS, Owners have designated FIRST TEAM PROPERTIES, LLC to represent the Owners’ interest and responsibilities to the County under the terms of this Agreement, including payment of 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 hereto stipulate and agree as follows:

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

**Section 2. PS Payment; CEL.**

(a) *Calculation of PS Payment:* The amount of the PS Payment for the Deficient Segment, as described in Exhibit “C,” totals one million three hundred ninety thousand one hundred sixteen and 00/100 Dollars (\$1,390,116.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owners and County agree that the Excess Trips will constitute the Project’s impact on the aforementioned

Deficient Segment based upon (i) Owners' Traffic Study titled "FOOTHILLS OF MT DORA PHASE 4" prepared by TRAFFIC & MOBILITY CONSULTANTS LLC, dated August 2, 2021 for FIRST TEAM COMMERCIAL (the "**Traffic Study**"), which is incorporated herein by this reference, and (ii) upon the calculations described in Exhibit "C." The Traffic Study was accepted by the Orange County Transportation Planning Division on September 23, 2021, and is on file and available for inspection with that division (CMS #2021021). 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 Orange County's jurisdiction, notwithstanding any subsequent variance in the actual cost of improvement to the Deficient Segment or actual traffic impacts created by the Project; provided, however, that if Owners subsequently increase the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2(d) below. Owners and County further acknowledge and agree that the calculation of, and agreement regarding, the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement.

(b) *Timing of PS Payment, Issuance of CEL.* Within ninety (90) days following the Effective Date, Owners shall deliver a check to County in the amount of one million three hundred ninety thousand one hundred sixteen and 00/100 Dollars (\$1,390,116.00) 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, the 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 of the Effective Date, one extension of ninety (90) 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 or approval of a commercial site plan for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in subparagraph 2(b) above.

(d) *Increase in Project Trips.* Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segment or other segments within the transportation impact area, as defined by County. Owners understand and agree 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 agree 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 in the Project increasing the number of trips as set forth in subparagraph 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 the improvements to the Deficient Segment 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, regulations, and/or Orange County Code provisions or from making the required payment of transportation impact fees applicable to the Project, subject to credits as set forth in Section 3 below.

**Section 3. Transportation Impact Fee Credits.** County and Owners agree that Owners shall be entitled to receive transportation impact fee credits jointly on a dollar for dollar basis in an amount up to but not exceeding the PS Payment in accordance with Section 163.3180, Florida Statutes, and as specifically described in Exhibit "C." County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by 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.

**Section 4. No Refund.** The PS Payment (including any capacity reservation fees paid with the PS Payment) is non-refundable.

**Section 5. Notice.** With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

Proportionate Share Agreement, Foothills of Mount Dora Phase 4  
Donald and Janet Mealey Family LP, First Team Properties, LLC, The Foothills of Mount Dora, LLC, and Peacock  
Investment Holdings, LLC for Orange Blossom Trail, 2021

As to Owners: First Team Properties, LLC  
W. Warner Peacock  
1089 W. Morse Boulevard, Suite D  
Winter Park, Florida, 32789

With copy to: Donald and Janet Mealey Family LP  
Bevin G. Wesley  
9776 Covent Garden Drive  
Orlando, Florida 32827

The Foothills of Mount Dora, LLC  
W. Warner Peacock  
1089 W. Morse Boulevard, Suite D  
Winter Park, Florida, 32789

Peacock Investment Holdings, LLC  
W. Warner Peacock  
1089 W. Morse Boulevard, Suite D  
Winter Park, Florida, 32789

First Team Commercial  
Tad Dixon  
1089 W. Morse Boulevard, Suite D  
Winter Park, Florida, 32789

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

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

Orange County  
Planning, Environmental, and Development Services Department  
Manager, Transportation Planning Division  
4200 South John Young Parkway, 2nd Floor  
Orlando, Florida 32839

Orange County  
Planning, Environmental, and Development Services Department  
Manager, Planning Division  
201 South Rosalind Avenue, 2nd Floor  
Orlando, Florida 32801

**Section 6. Covenants Running with the Property.** This Agreement shall be binding and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owners and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

**Section 7. Recordation of Agreement.** The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owners' expense, within thirty (30) business days after the Effective Date.

**Section 8. Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.

**Section 9. Specific Performance.** County and 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.

**Section 10. Attorney Fees.** In the event either party hereto brings an action or proceeding including any counterclaim, cross-claim, or third-party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.

**Section 11. Construction of Agreement; Severability.** Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

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

**Section 13. 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 pursuant to a County building permit, this Agreement shall automatically terminate and thereafter be null and void for all purposes.

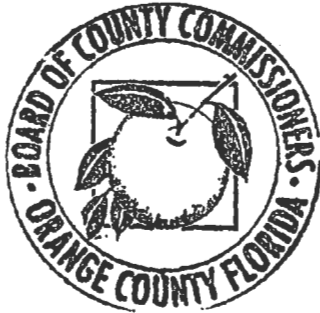
**Counterparts.** This Agreement may be executed in up to three (3) counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

Proportionate Share Agreement, Foothills of Mount Dora Phase 4  
Donald and Janet Mealey Family LP, First Team Properties, LLC, The Foothills of Mount Dora, LLC, and Peacock  
Investment Holdings, LLC for Orange Blossom Trail, 2021

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

“COUNTY”



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: November 30, 2021

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

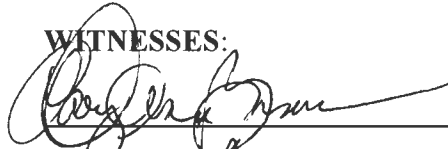
By: *Katie Smith*  
Deputy Clerk

Print Name: **Katie Smith**



Proportionate Share Agreement, Foothills of Mount Dora Phase 4  
Donald and Janet Mealey Family LP, First Team Properties, LLC, The Foothills of Mount Dora, LLC, and Peacock  
Investment Holdings, LLC for Orange Blossom Trail, 2021

**WITNESSES:**

  
\_\_\_\_\_  
Print Name: Mary Ann Busteca

  
\_\_\_\_\_  
Print Name: SARAH J. DAVENPORT

**"OWNER"**

DONALD AND JANET MEALEY FAMILY  
LIMITED PARTNERSHIP, a Nevada limited  
partnership

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

Print Name: Bevin G. Wesley

Title: CFO

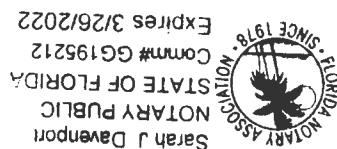
Date: October 18, 2021

STATE OF: FLORIDA  
COUNTY OF: ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 18th day of OCTOBER, 2021, by Bevin G. Wesley, as CFO  
of DONALD AND JANET MEALEY FAMILY LIMITED PARTNERSHIP, a Nevada limited  
partnership, on behalf of such partnership, who ☐ is personally known to me or ☒ has produced  
DRIVERS LICENCE as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day  
of OCTOBER, 2021.

(Notary Stamp)


  
Sarah J. Davenport  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG195212  
Expires 3/26/2022

  
\_\_\_\_\_  
Signature of Notary Public

Print Name: \_\_\_\_\_

Notary Public, State of: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

  
Sarah J. Davenport  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG195212  
Expires 3/26/2022

Proportionate Share Agreement, Foothills of Mount Dora Phase 4  
Donald and Janet Mealey Family LP, First Team Properties, LLC, The Foothills of Mount Dora, LLC, and Peacock  
Investment Holdings, LLC for Orange Blossom Trail, 2021

WITNESSES:

[Signature]

Print Name: Lauren Buens

[Signature]

Print Name: Diane Reinhardt

"OWNER"

FIRST TEAM PROPERTIES, LLC, a Florida  
limited liability company

By: [Signature]

Print Name: W. Warner Peacock

Title: MGR

Date: 10-12-21

STATE OF: SC

COUNTY OF: Jasper

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this 12 day of OCT, 2021, by W. Warner Peacock, as  
MGR of FIRST TEAM PROPERTIES, LLC, a Florida limited liability company, on behalf of  
such company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as  
identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day  
of October, 2021.



Susan W. Brasch  
Signature of Notary Public  
Print Name: SUSAN W. BRASCH  
Notary Public, State of: SC  
Commission Expires: 6-21-31

Proportionate Share Agreement, Foothills of Mount Dora Phase 4  
Donald and Janet Mealey Family LP, First Team Properties, LLC, The Foothills of Mount Dora, LLC, and Peacock  
Investment Holdings, LLC for Orange Blossom Trail, 2021

**WITNESSES:**

*Diane Reinhart*  
Print Name: Diane Reinhart  
*Lauren Buens*  
Print Name: Lauren Buens

**"OWNER"**

THE FOOTHILLS OF MOUNT DORA,  
LLC, a Florida limited liability company

By: *W. Warner Peacock*

Print Name: W. Warner Peacock

Title: MGR

Date: 10-13-21

STATE OF: SC  
COUNTY OF:  Jasper

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this 13 day of October, 2021, by W. Warner Peacock, as  
MGR of THE FOOTHILLS OF MOUNT DORA, LLC, a Florida limited liability company, on  
behalf of such company, who ☒ is personally known to me or ☐ has produced  
\_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day  
of October, 2021.



*Taneeka Holman*  
Signature of Notary Public  
Print Name: Taneeka Holman  
Notary Public, State of: SC  
Commission Expires: 12/22/2024

Proportionate Share Agreement, Foothills of Mount Dora Phase 4  
Donald and Janet Mealey Family LP, First Team Properties, LLC, The Foothills of Mount Dora, LLC, and Peacock  
Investment Holdings, LLC for Orange Blossom Trail, 2021

WITNESSES:

[Signature]

Print Name: Lauren Buens

[Signature]

Print Name: Diane Reinhart

“OWNER”

PEACOCK INVESTMENT HOLDINGS,  
LLC, a Florida ~~limited liability~~ company

By: [Signature]

Print Name: W. Warner Peacock

Title: MGR

Date: 10-12-21

STATE OF: SC

COUNTY OF: Jasper

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this 12 day of Oct, 2021, by W. Warner Peacock, as  
MGR of PEACOCK INVESTMENT HOLDINGS, LLC, a Florida limited liability company, on  
behalf of such company, who ☒ is personally known to me or ☐ has produced  
\_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day  
of October, 2021.

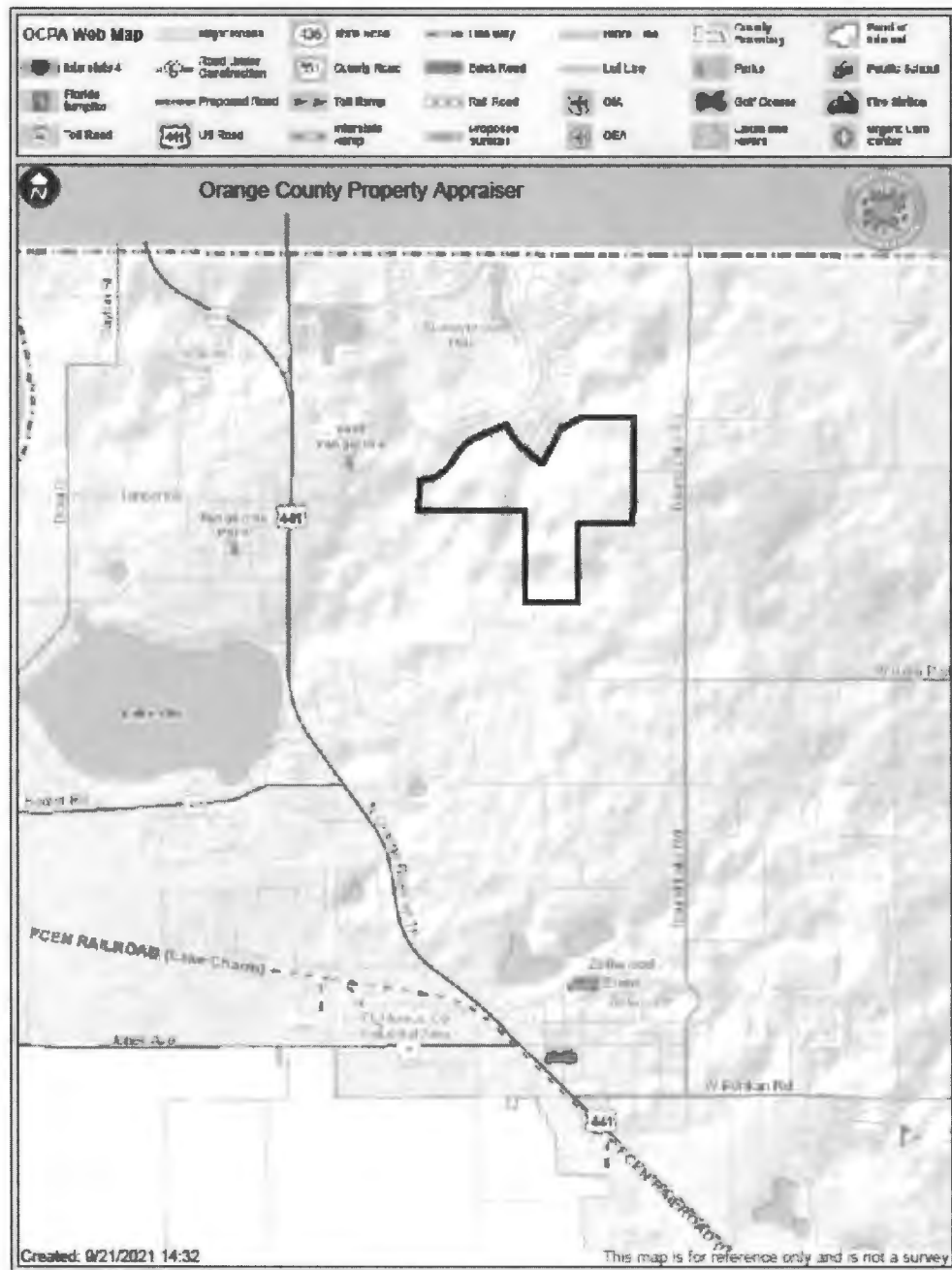


Susan W. Brasch  
Signature of Notary Public  
Print Name: SUSAN W. BRASCH  
Notary Public, State of: SC  
Commission Expires: 6-21-31

## Exhibit "A"

### "FOOTHILLS OF MOUNT DORA PHASE 4"

#### Project Location Map



**Exhibit "B"**

**"FOOTHILLS OF MOUNT DORA PHASE 4"**

Parcel IDs: 10-20-27-0000-00-045 and 10-20-27-0000-00-043

**Legal Description:**

That part of Sections 3, 4, 9 and 10, Township 20 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 4; thence run N88°17'50"E along the South line of the Southwest 1/4 of said Section 4 for a distance of 2663.51 feet to the Southwest corner of the Southeast 1/4 of said Section 4; thence run N88°11'58"E along the South line of said Southeast 1/4 of said Section 4 for a distance of 1328.91 feet to the Northwest corner of the North 3/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence run S00°07'37"E along the West line of said North 3/4 of the Northeast 1/4 of the Northeast 1/4 for a distance of 250.00 feet to the POINT OF BEGINNING; thence continue S0°07'37"E along said West line for a distance of 747.68 feet to the Southwest corner of the North 3/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence run N88°15'43"E for a distance of 1328.25 feet to the Southwest corner of the North 3/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 10; thence run S89°33'11"E for a distance of 1339.36 feet to Southeast corner of the North 3/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 10; thence run S00°03'01"E for a distance of 1663.88 feet to the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 10; thence run S00°19'26"E for a distance of 667.19 feet to the Southwest corner of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 10; thence run S89°33'29"E for a distance of 1336.81 feet to the Southeast corner of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 10; thence run N00°03'57"W for a distance of 668.46 feet to the Southeast corner of the East 1/2 of the Northwest 1/4 of said Section 10; thence run N00°03'57"W for a distance of 1329.97 feet to the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 10; thence run S89°38'59"E for a distance of 1327.04 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 10; thence run S89°38'59"E along the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 10 for a distance of 1296.96 feet to the West right-of-way line of Round Lake Road; thence run N00°01'40"W along said West right-of-way line for a distance of 15.00 feet; thence, departing said West right-of-way line, run N89°38'59"W along the North line of the South 15.00 feet of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 10 for a distance of 633.45 feet; thence run N00°00'15"E along the East line of the West 1/2 of said Northeast 1/4 of the Northeast 1/4 of said Section 10 for a distance of 45.00 feet; thence run N89°38'59"W along the North line of the South 60.00 feet of said West 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 10 for a distance of 633.55 feet to the East line of the Northwest 1/4 of the Northeast 1/4 of said Section 10; thence run N00°01'09"W for a distance of 1270.79 feet to the Northeast corner of said Northwest 1/4 of the Northeast 1/4 of said Section 10; thence run N02°05'32"E for a distance of 1313.85 feet to the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 3; thence run N89°29'48"W for a distance of 1325.79 feet to the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 3; thence run S61°30'00"W for a distance of 569.55 feet; thence run S27°35'00"W for a distance of 1013.78 feet to a point on a non-tangent curve concave Northeasterly having a radius of 2000.00 feet and a chord bearing of N43°00'49"W; thence run Northwesterly along the arc of said curve through a central angle of 38°48'23" for a distance of 1354.59 feet to a non-tangent line; thence run S66°23'23"W for a distance of 854.37 feet to the point of curvature of a curve concave Southeasterly having a radius of 1000.00 feet; thence run Southwesterly along the arc of said curve through a central angle of

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Donald and Janet Mealey Family LP, First Team Properties, LLC, The Foothills of Mount Dora, LLC, and Peacock  
Investment Holdings, LLC for Orange Blossom Trail, 2021

40°35'03" for a distance of 708.33 feet to the point of reverse curvature of a curve concave  
Northwesterly having a radius of 1000.00 feet; thence run Southwesterly along the arc of said curve  
through a central angle of 64°04'03" for a distance of 1118.19 feet to the POINT OF BEGINNING.  
Together with ingress and egress easements and other appurtenant easements as provided in that  
certain Development Agreement recorded in Official Records Book 7159, Page 3290, of the  
Public Records of Orange County, Florida.

Exhibit "C"

"FOOTHILLS OF MOUNT DORA PHASE 4"

DEFICIENT SEGMENT

Log of Project Contributions  
Orange Blossom Trail (Ponkan Road to Sadler Road)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Orange Blossom Trail	Ponkan Road	Sadler Road	1.91	E	1580	Widen from 4 to 6 lanes	2400	820	\$40,700,897	\$49,647

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
Orange Blossom Trail	Ponkan Road	Sadler Road	1.91	E	1580	469	2400	820	\$23,284,075

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
Orange Blossom Trail	Ponkan Road	Sadler Road	1.91	E	1580	2400	820	469	351	\$17,425,822	\$49,647

Updated: 9/23/21

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Sep-21	Existing plus Committed	469	\$23,284,443
		Backlogged Totals:	469	\$23,284,443
Proposed	Sep-21	Foothills of Mount Dora Phase 4	28	\$1,390,116
				\$0
				\$0
				\$0
				\$0
				\$0
		Totals:	497	\$24,674,559