# Interoffice Memorandum



AGENDA ITFM

January 17, 2017

TO:

Mayor Teresa Jacobs

–ANID⊸

Board of County Commissioners

FROM:

ames É. Harrison, Esq., P.E., Chairman

way Agreement Committee

SUBJECT:

Feldruary 7, 2017 – Consent Item

Proportionate Share Agreement Reams Road Property PD Reams Road: From Center Drive to Taborfield Avenue

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Reams Road Property PD on Reams Road: from Center Drive to Taborfield Avenue ("Agreement") by and between Mattamy Orlando LLC and Orange County for a proportionate share payment in the amount of \$222,663. Under the terms of the Right of Way Conveyance and Adequate Public Facilities Agreement, which was approved by the Board of County Commissioners on March 18, 2016, and recorded at Document Number 20160137846, the Owners are dedicating the right of way at a value of \$39.375 and may receive an offset of \$39,375 against their proportionate share payment rather than receiving any transportation impact fee credits for the conveyance. This offset will reduce the amount of the proportionate share payment to \$183,288. 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 30 days of the effective date of this Agreement. The Agreement follows the recommendations of the Roadway Agreement Committee providing for the mitigation of road impacts on Reams Road for 21 deficient trips on the road segment from Center Drive to Taborfield Avenue in an amount of \$10,603 per trip.

The Roadway Agreement Committee approved the Proportionate Share Agreement on July 20, 2016. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

Page Two
February 7, 2017 – Consent Item
Proportionate Share Agreement Reams Road Property PD
Reams Road: From Center Drive to Taborfield Avenue

If you have any questions, please feel free to contact me at 407-836-5610.

ACTION REQUESTED: Approval and execution of Proportionate Share Agreement for Reams Road Property PD Reams Road: From Center Drive to Taborfield Avenue by and between Mattamy Orlando LLC and Orange County for a proportionate share payment in the amount of \$183,288. District 1

JEH/HEGB:rep

Attachment

This instrument prepared by and after recording return to:

Juli Simas James, Esquire SHUTTS & BOWEN LLP 300 S. ORANGE AVE., SUITE 1000 ORLANDO, FL 32801

Parcel ID Number(s): 35-23-27-0000-00-013

35-23-27-0000-00-015 34-23-27-0000-00-035 02-24-27-0000-00-005

# PROPORTIONATE SHARE AGREEMENT FOR REAMS ROAD PROPERTY PD

Reams Road: From Center Drive to Taborfield Avenue

This Proportionate Share Agreement (the "Agreement") effective as of the latest date of execution (the "Effective Date") is made and entered into by and between MATTAMY ORLANDO LLC, a Delaware limited liability company ("Owner"), whose mailing address is 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32810, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393.

WHEREAS, Owner is the owner of fee simple title to certain real property, as more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property is located in County Commission District #1 and the proceeds of the PS Payment, as defined herein, will be allocated to Reams Road; and

WHEREAS, Owner intends to develop the Property as a residential subdivision consisting of 47 Single-Family residential units and 114 Townhome residential units (the "Project"); and

WHEREAS, Owner received a letter from County dated June 13, 2016 stating that Owner's Capacity Encumbrance Letter ("CEL") application #15-05-034 for the Project was denied; and

WHEREAS, the Project will generate 21 deficient PM Peak Hour trips (the "Excess Trips") for the deficient roadway segment on Reams Road from Center Drive to Taborfield

Avenue (the "Deficient Segment"), and 0 PM Peak Hour trips were available on the Deficient Segment on the date the CEL was denied, as further described in Exhibit "B" hereto; and

WHEREAS, the Excess Trips will cause the Deficient Segment to operate below adopted Level of Service standards and, therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owner shall provide the County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segment through the current anticipated Project buildout is Two Hundred Twenty-Two Thousand Six Hundred Sixty-Three and No/100 Dollars (\$222,663.00) (the "PS Payment"); and

WHEREAS, Owner and County have also agreed that Owner shall receive a credit against the PS Payment in the amount of Thirty-Nine Thousand Three Hundred Seventy-Five and No/100 Dollars (\$39,375.00) (the "PS Payment Credit"), representing the value of the "Conveyed Lands" conveyed or to be conveyed by Owner to County pursuant to that certain Right of Way Conveyance and Adequate Public Facilities Agreement for Reams Road Property PD entered into by and between the Owner and County recorded on March 18, 2016 as Instrument No. 20160137846;

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between them as to the development of the Property into the Project.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between Owner and County, the receipt and sufficiency of which are hereby acknowledged, the parties 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. Issuance of Capacity Encumbrance Letter.

Credits, the amount of the PS Payment: Prior to the application of the PS Payment Credits, the amount of the PS Payment for the Deficient Segment described in Exhibit "B," attached hereto and incorporated herein by reference, totals Two Hundred Twenty-Two Thousand Six Hundred Sixty-Three and No/100 Dollars (\$222,663.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trips constitute the Project's impact on the aforementioned Deficient Segment based upon (i) Owner's Traffic Study titled "Mattamy Reams Property Traffic Impact Analysis" prepared by Traffic & Mobility Consultants on April 19, 2016 for Mattamy Homes (the "Traffic Study"), and incorporated herein by this reference, and (ii) upon calculations described in Exhibit "B." The Traffic Study was accepted by the Orange County Transportation Planning Division on June 3, 2016, and is on file and available for inspection with that Division (CMS #2015034). Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the

Owner is required to pay through the buildout of the Project as proportionate share mitigation for impacts of the Project upon roadways impacted by the Project 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 Owner 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 Section 2(d) below. Owner and County further acknowledge and agree that the calculation of and agreement regarding the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement.

- *(b)* Timing of PS Payment. Within thirty (30) days following the Effective Date, Owner shall deliver a check to County in the amount of One Hundred Eighty-Three Thousand Two Hundred Eighty-Eight and No/100 Dollars (\$183,288.00) as the balance of the PS Payment due after adjustment for the PS Payment Credit. 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 Community, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segment. Within the time frame provided in the CEL, the Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within thirty (30) days of 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. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.
- (e) Satisfaction of Transportation Improvement Requirements. County hereby acknowledges and agrees that, based upon Owner's commitment to pay 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, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether the improvements to the Deficient Segment are actually constructed. Provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, 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 Owner agree that Owner shall receive transportation impact fee credits on a dollar for dollar basis in an amount up to but not exceeding the PS Payment in accordance with Section 163.3180, Florida Statutes, and as more particularly described in Exhibit "B" attached hereto. County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees.

In the event the amount of transportation impact fee credits exceeds the amount of transportation impact fees due in connection with the Project, Owner shall have the right to assign such excess transportation impact fee credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time. Owner acknowledges and agrees that such excess transportation impact fee credits may only be used in transportation impact fee zone 4.

**Section 4. No Refund.** The PS Payment (including any 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:

As to Owner:

Mattamy Orlando LLC

Attn: Alex Martin, Division President 1900 Summit Tower Blvd., Suite 500

Orlando, Florida 32810

With a copy to:

Mattamy Homes

Attn: Thomas P. C. McCarthy, P.E. Drew Abel

VP Land Orlando Division

1900 Summit Tower Blvd., Suite 500

Orlando, Florida 32810

and

Mattamy Homes

Attn: Leslie C. Candes, Esq. Chief Legal Counsel-US

1900 Summit Tower Blvd., Suite 500

Orlando, Florida 32810

and

Shutts & Bowen LLP

Attn: Juli Simas James, Esq. 300 S. Orange Ave., Suite 1000

Orlando, Florida 32801

As to County:

Orange County Administrator

P. O. Box 1393

Orlando, Florida 32802-1393

With a copy to:

Orange County Community, 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 Community, Environmental, and Development

Services Department

Manager, Transportation Planning Division

4200 South John Young Parkway

Orlando, Florida 32839

Orange County Community, 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 Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.
- **Section 7. Recordation of Agreement.** The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) 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 Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.
- Section 10. Attorney Fees. In the event either party 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 executed by all of the parties.
- **Section 13.** 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.

Proportionate Share Agreement Reams Road Property PD/Reams Road, July 2016

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: Teresa Jacobs Orange County Mayor
	Date:
ATTEST: Phil Diamond, County Comptroller As Clerk of the Board of County Commissioners	
By: Deputy Clerk	
Print Name:	

WITNESSES:	"OWNER"
Print Name: KETH TRACE  Hema Causta Darr  Causta Darr	MATTAMY ORLANDO LLC, a Delaward limited liability company  By:  Alex Martin, Vice President
Print Name: HEMA CARISSA DASS  Print Name: KEITH TRACE	By: Ceds Leslie C. Candes, Vice President  Date: SEPTEMBER 28 , 2016
Hema Caissa Dass  Print Name: HEMA CARISSA DASS	

# STATE OF FLORIDA COUNTY OF <u>ORANGE</u>

WITNESS my hand and official seal in the County and State last aforesaid this 2016 day of SEPTEMBER, 2016.

Hema Caissa Dayr NOTARY PUBLIC

HEMA CARISSA DASS

MY COMMISSION # GG 030618

EXPIRES: September 15, 2020

Bonded Thru Budget Notary Services

Print Name: HEMA CARISSA DASS

My Commission Expires: 9/15/2020

# STATE OF FLORIDA COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Leslie C. Candes, as Vice President of MATTAMY ORLANDO LLC, a Delaware limited liability company, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this \_\_28+h\_\_ day of \_\_3EPTEMBER\_, 2016. She is personally known to me or has produced (type of identification) as identification and did did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of SEPTEMBER, 2016.

Hema Cairra Darr

Print Name: HEMA CARISSA DASS

My Commission Expires: 9/15/2020

# Exhibit "A"

# "Reams Road Property Pd"

Parcel ID: 35-23-27-0000-00-013

35-23-27-0000-00-015 34-23-27-0000-00-035 02-24-27-0000-00-005

Legal Description and Sketch of Description:

(See attached)

# THIS IS NOT A SURVEY

A TRACT OF LAND LYING IN SECTION 2, TOWNSHIP 24 SOUTH, RANGE 27 EAST AND ALSO LYING IN SECTIONS 34 AND 35, TOWNSHIP 23 SOUTH, RANGE 27 EAST, BEING ALL OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1348, PAGE 202, OFFICIAL RECORDS BOOK 7601, PAGE 1703, OFFICIAL RECORDS BOOK 9870, PAGE 9296 AND OFFICIAL RECORDS BOOK 10343, PAGE 2025 ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

AND OFFICIAL RECORDS BOOK 10343, PAGE 2625 ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

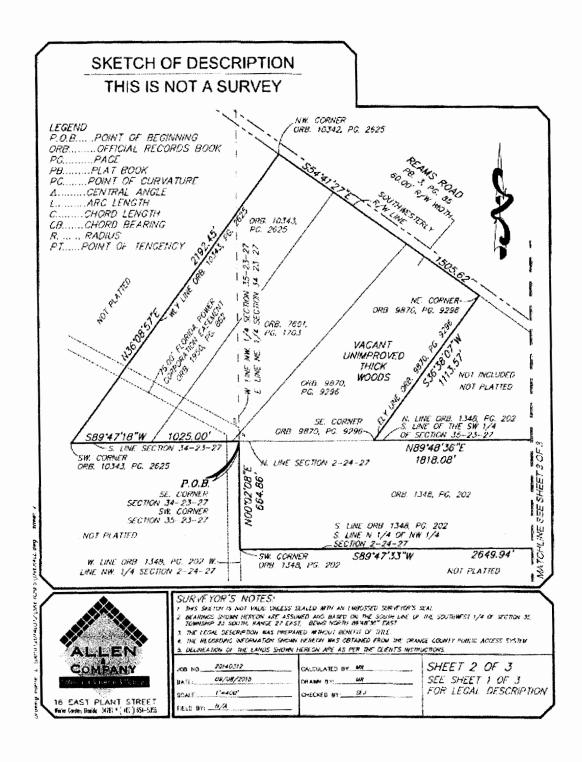
BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE RUN SOUTH 8947/18" WEST, ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 102509 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10343, PAGE 2625, THENCE RUN NORTH 3678/57" EAST, ALONG THE WESTERLY LINE OF SAID OFFICIAL RECORDS BOOK 10343, PAGE 2625, A DISTANCE OF 219245 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 10343, PAGE 2625, LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF PERMS ROAD, ACCORDING TO PLAT BOOK 3, PAGE 86 of SAID DYBLIC RECORDS, THENCE RUN SOUTH SHAT27" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 1505-62 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9870, PAGE 9296; THENCE RUN ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9870, PAGE 9296; THENCE RUN ALONG THE EASTERLY LINE OF SAID CATROLINES DESCRIBED IN OFFICIAL RECORDS BOOK 1348, PAGE 202, ALSO BEING THE SOUTH LINE OF THE SOUTHWEST COLARISED SECRIBED IN OFFICIAL RECORDS BOOK 1348, PAGE 202, ALSO BEING THE SOUTH LINE OF THE SOUTHWEST COLARISE OF SAID OFFICIAL RECORDS BOOK 1348, PAGE 202, ALSO BEING THE SOUTH LINE OF THE SOUTHWEST COLARIES OF SAID SECTION 35; THENCE RUN ALONG SAID NORTH LINE OF SAID SECTION 35; THENCE RUN ALONG SAID NORTH LINE OF SAID SECTION 35; THENCE RUN ALONG SAID NORTH LINE OF THE SOUTHWEST CULARIES OF SAID SECTION 35; THENCE RUN ALONG SAID NORTH LINE OF THE SOUTHWEST COLARIES OF SAID SECTION ASCUMENT OF SAID SECTION 35; THENCE RUN ALONG SAID SOUTH LINE OF THE SOUTHWEST CULARIES OF SAID SECTION 35; THENCE RUN ALONG SAID SOUTH WEST CULARIES OF SAID SECTION 35; THENCE RUN ALONG SAID SOUTH SOUTH LINE OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FEAST, LINE OF THE ALONG SAID SOUTH SOUTH SOUTH SOUTH ALONG SAID SOUTH SOUTH SOUTH SOUTH ALONG SAID SOUTH SOU

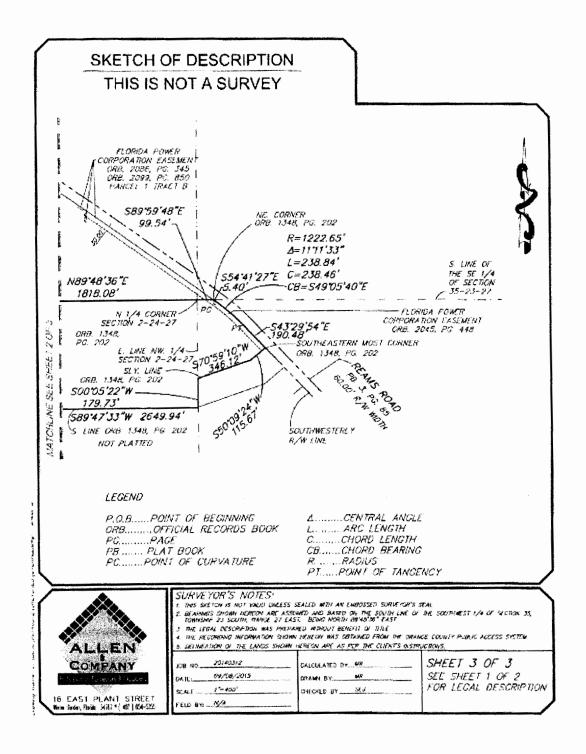
THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 100,200 ACRES MORE OR LESS.

SHEET 1 OF 3 SEE SHEETS 2—3 OF 3 FOR SKETCH OF DESCRIPTION



2. BEARINGS SHOWN HEREON AND A TOWNSHIP 23 SOUTH RANGE 27 S. THE LEGAL DESCRIPTION WAS PRO- 4. THE RECORDING INTOWALTON SH	ST SCALED WITH AN EMPOSSED SUMMERCRY: ISSUANTO AND BASED ON THE SOUTH UNE OF EAST, BEAM REPORT BY STATES; EPARED WITHOUT BEARTH OF THE. CAN HEREON WAS QUITARED FROM THE GRAN WIN HEREON ARE AS PER THE CUSIN'S WISH	THE SOUTHER PURCH ACCORDS SYSTEM
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# "Reams Road Property PD"

# Log of Project Contributions Reams Road (Center Dr. to Taborfield Ave)

Roadway	Improvement Proj	ect Information

Planned Improvement			Segment		Existing Generalized		Second Brown Broad			
Roadway(s)		vement (From - To)	Length	Adapted LOS	Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Reams Road	Center Orive	Taborfield Ave	1.20	E	880	Widen from 2 to 4 lanes	2,000	1,120	\$11,875,200	\$10,603

# **County Share of Improvement**

Planned			1		T T				
Improvement			Segment		Existing Generalized		(reproved Generalized		County (Backlog)
Roadway(s)	Limits of Impro	vement (From - To)	Length	Adopted LOS	Capacity	<b>Backlogged Trips</b>	Capacity	Capacity Increase	Responsibility
Reams Road	Center Drive	Taborfield Ave	1.20	E	880	689	2,000	1,120	\$7,305,369

## **Developer Share of Improvement**

Planned		-						·			
Improvement Roadway(s)	Limits of Impro	vement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project	Cost / Trip
Reams Road	Center Drive	Taborfield Ave	1.20	E	880	2,000	1,120	689	431	\$4,569,831	\$10,603

# Log of Project Contributions

Date	Project	Project Trips	Prop Share
March-17-2016	Existing plus Committed	44	\$7,104,010
	Fitness	4	\$42,412
	Тасо Вен	9	\$95,427
	Mini Storage	6	\$63,616
			\$0
			\$0
			\$0
			50
	Backlogged Totals:	689	\$7,305,467
d		0	\$0
			\$0
			\$0
			\$0
			\$0
			\$0
	Totals:	689	\$7,305,467

Updated: