

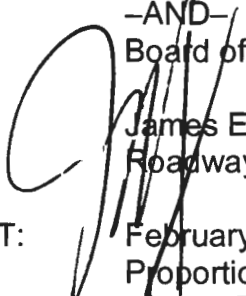


Interoffice Memorandum

AGENDA ITEM

February 7, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM:  James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee

SUBJECT: February 21, 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

BCC Mtg. Date: February 21, 2017

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

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

**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.

(a) **Calculation of 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, 2nd 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.

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*
Teresa Jacobs
Orange County Mayor

Date: 2.22.17

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

By: *Craig A. Stopysa*
for Deputy Clerk

Print Name: Craig A. Stopysa



WITNESSES:

Keith Trace

Print Name: KEITH TRACE

Hema Carissa Dass

Print Name: HEMA CARISSA DASS

Keith Trace

Print Name: KEITH TRACE

Hema Carissa Dass

Print Name: HEMA CARISSA DASS

"OWNER"

MATTAMY ORLANDO LLC, a Delaware
limited liability company

By: Alex Martin
Alex Martin, Vice President

By: Leslie C. Candes
Leslie C. Candes, Vice President

Date: SEPTEMBER 28, 2016

STATE OF FLORIDA
COUNTY OF ORANGE

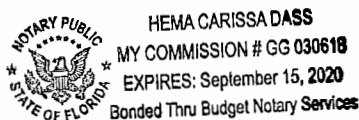
SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Alex Martin, as Vice President of MATTAMY ORLANDO LLC, a Delaware limited liability company, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 28th day of SEPTEMBER, 2016. He 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 Carissa Dass
NOTARY PUBLIC

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 28th day of SEPTEMBER, 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 Carissa Dass
NOTARY PUBLIC

Print Name: HEMA CARISSA DASS

My Commission Expires: 9/15/2020

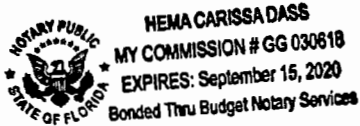


Exhibit "A"

"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)

LEGAL DESCRIPTION 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 1601, PAGE 1703, OFFICIAL RECORDS BOOK 9870, PAGE 9296 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 89°47'18" WEST, ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 1025.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10343, PAGE 2625; THENCE RUN NORTH 36°08'57" EAST, ALONG THE WESTERLY LINE OF SAID OFFICIAL RECORDS BOOK 10343, PAGE 2625, A DISTANCE OF 2192.45 FEET TO THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 10343, PAGE 2625, LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF REAMS ROAD, ACCORDING TO PLAT BOOK 3, PAGE 85 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 54°41'27" 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 OFFICIAL RECORDS BOOK 9870, PAGE 9296, SOUTH 36°38'07" WEST, 1113.57 FEET TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9870, PAGE 9296, SAID POINT ALSO LYING ON THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 1348, PAGE 202, ALSO BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE RUN ALONG SAID NORTH LINE OF OFFICIAL RECORDS BOOK 1348, PAGE 202 AND ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 35, NORTH 89°48'35" EAST, 1818.08 FEET TO THE NORTH QUARTER CORNER OF THE SAID SECTION 2; THENCE RUN ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, SOUTH 89°59'48" EAST, 99.54 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1348, PAGE 202, SAME POINT LIES ON THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF REAMS ROAD; THENCE RUN ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES: SOUTH 54°41'27" EAST, 5.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1222.85 FEET, A CENTRAL ANGLE OF 11°11'33", AN ARC LENGTH OF 238.84 FEET, A CHORD LENGTH OF 238.46 FEET AND A CHORD BEARING OF SOUTH 49°05'40" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 43°29'54" EAST, 180.48 FEET TO THE SOUTHEASTERN MOST CORNER OF SAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1348, PAGE 202; THENCE RUN ALONG THE SOUTHERLY LINE OF SAID LANDS THE FOLLOWING COURSES: SOUTH 50°09'24" WEST, 115.67 FEET; SOUTH 70°39'10" WEST, 340.12 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE RUN SOUTH 00°05'22" WEST, ALONG SAID EAST LINE, 179.73 FEET; THENCE RUN SOUTH 89°47'33" WEST, ALONG THE SOUTH LINE OF OFFICIAL RECORDS BOOK 1348, PAGE 202, A DISTANCE OF 2649.94 FEET TO THE SOUTHWEST CORNER THEREOF, SAID POINT LIES ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE RUN NORTH 00°02'08" EAST, ALONG SAID WEST SECTION LINE AND THE WEST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1348, PAGE 202, A DISTANCE OF 864.85 FEET TO THE POINT OF BEGINNING.

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



16 EAST PLANT STREET
Wesley Chapel, Florida 34787 • (407) 614-5555

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. BEARINGS SHOWN HEREON ARE ASSIGNED AND BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 27 EAST, BEING NORTH 89°48'35" EAST.
3. THE LEGAL DESCRIPTION WAS PREPARED WITHOUT BENEFIT OF TITLE.
4. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.
5. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

JOB NO. 20140312

DATE 08/08/2015

SCALE: 1"=400'

FIELD BY: N/A

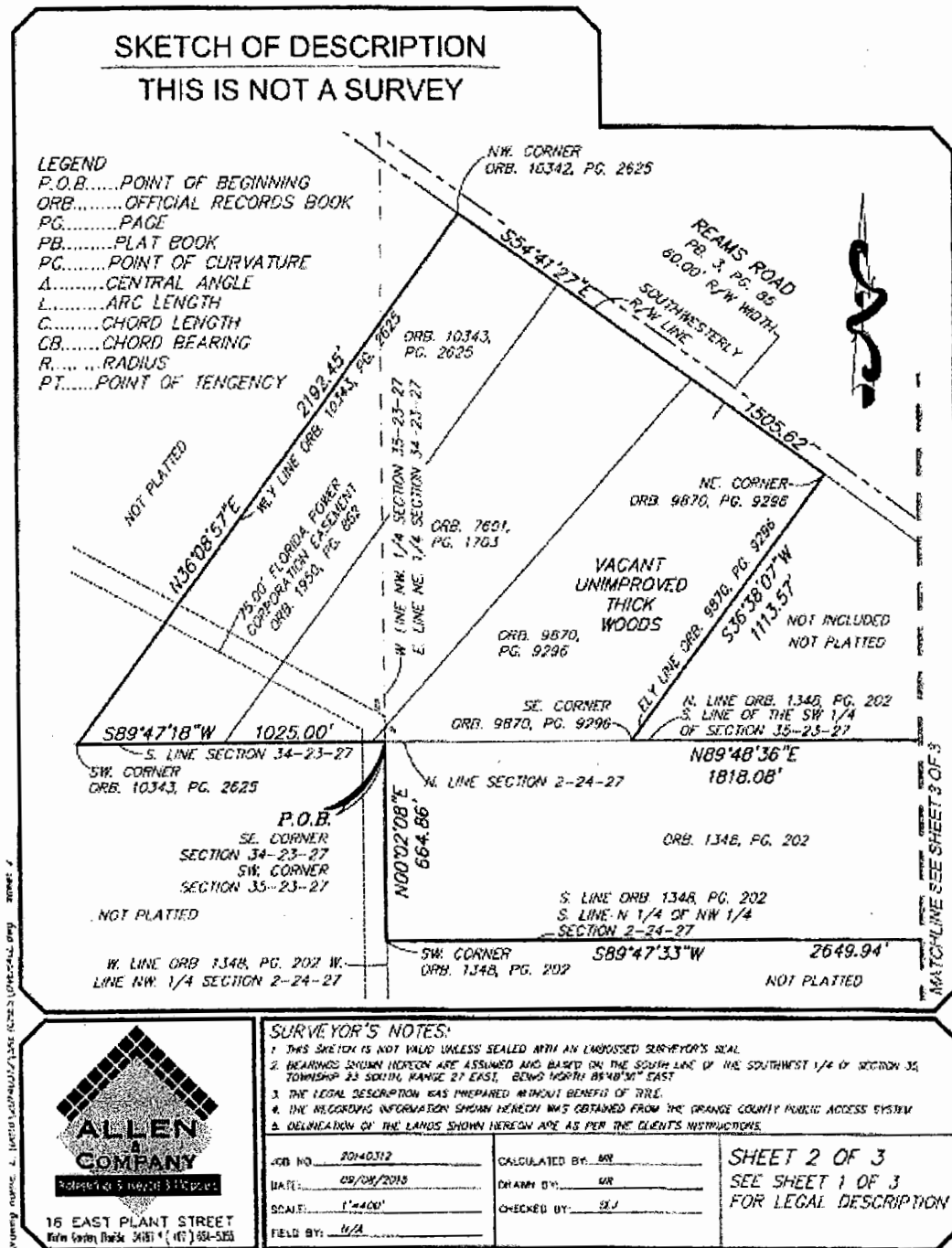
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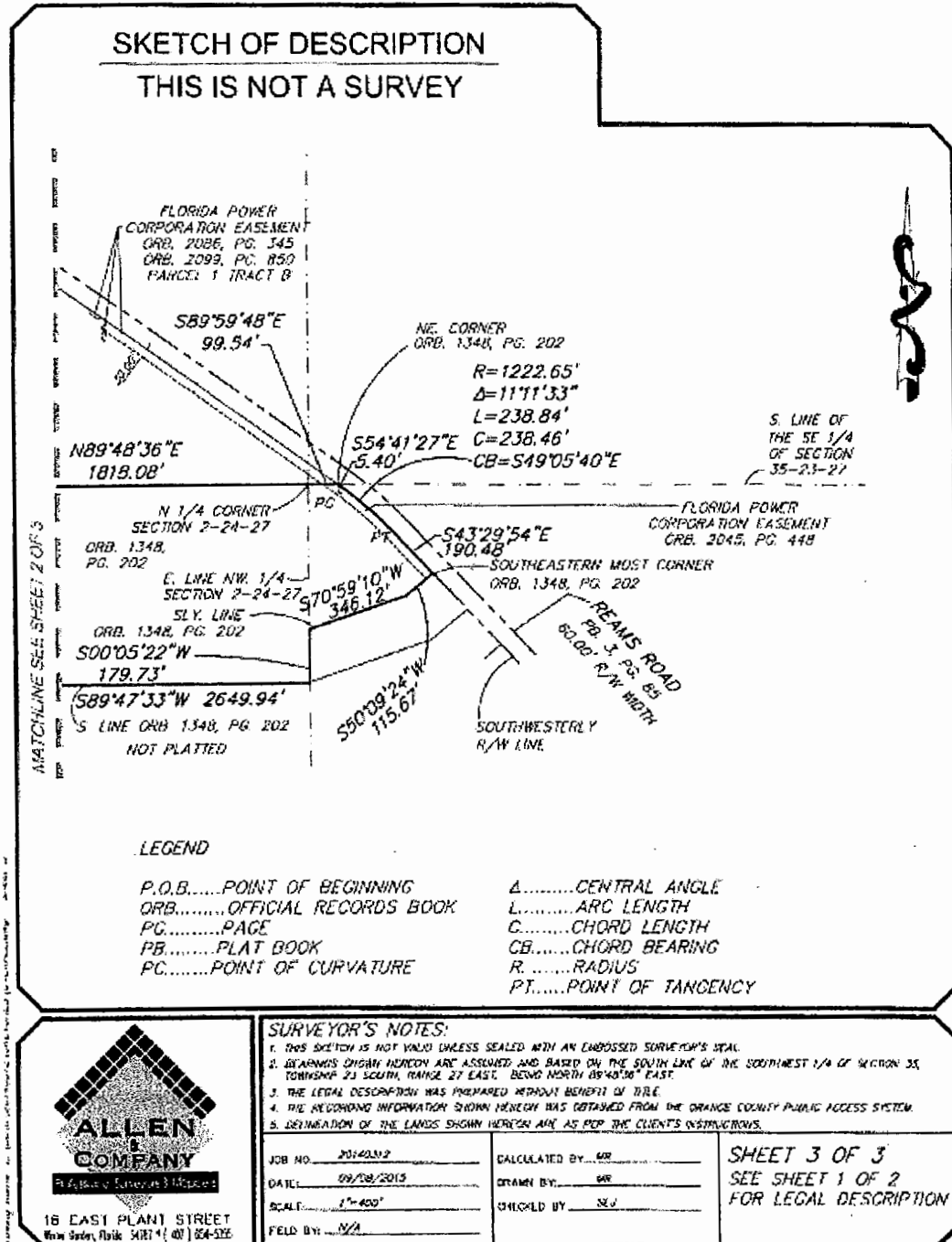
DRAWN BY: AM

CHECKED BY: SE

FOR THE LICENSED BUSINESS: 16773 BY:

JAMES L. RICHMAN, P.S.M. #5633





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

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 |
|--------------------------------|-----------------------------------|----------------|----------------|-------------|-------------------------------|-------------------------|-------------------------------|-------------------|--------------------|-------------|
| Reams Road | Center Drive | Taborfield Ave | 1.20 | E | 880 | Widen from 2 to 4 lanes | 2,000 | 1,120 | \$11,875,200 | \$10,603 |

Backlogged Trips and Capacity Increase

| 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 |
|--------------------------------|-----------------------------------|----------------|----------------|-------------|-------------------------------|------------------|-------------------------------|-------------------|---------------------------------|
| Reams Road | Center Drive | Taborfield Ave | 1.20 | E | 880 | 689 | 2,000 | 1,120 | \$7,305,369 |

Remaining Project Cost and Cost / Trip

| 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 |
|--------------------------------|-----------------------------------|----------------|----------------|-------------|-------------------------------|-------------------------------|-------------------|------------------|---------------------------------------|------------------------|-------------|
| Reams Road | Center Drive | Taborfield Ave | 1.20 | E | 880 | 2,000 | 1,120 | 689 | 431 | \$4,569,831 | \$10,603 |

Updated:

Log of Project Contributions

| | Date | Project | Project Trips | Prop Share |
|----------|---------------|-------------------------|---------------|-------------|
| Existing | March-17-2016 | Existing plus Committed | | \$7,104,010 |
| | | | | |
| | | Fitness | 4 | \$42,412 |
| | | Taco Bell | 8 | \$95,427 |
| | | Mini Storage | 6 | \$63,618 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| Proposed | | Backlogged Totals: | 689 | \$7,305,467 |
| | | | 0 | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | Totals: | 689 | \$7,305,467 |