



Interoffice Memorandum

December 12, 2017

TO: Mayor/Teresa Jacobs
~~—AND—~~
 Board of County Commissioners

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

SUBJECT: January 9, 2018 – Consent Item
 Right-of-Way and Proportionate Share Agreement
 Heartwood PD Chuluota Road: From Colonial Drive to Lake Pickett Road
 (Related to Case # PSP-17-01-012)

The Roadway Agreement Committee has reviewed a Right-of-Way and Proportionate Share Agreement for Heartwood PD ("Agreement") by and between Home Dynamics Corporation and Orange County for the dedication of right-of-way on Lake Pickett Road and a proportionate share payment for six deficient trips on Chuluota Road: From Colonial Drive to Lake Pickett Road in the amount of \$156,558. Right of Way is being conveyed as two separate parcels: 9,945 square feet of right-of-way is being donated at no cost to the County and an additional 10,089 square feet is being conveyed for Transportation Impact Fee Credits in the amount of \$17,350. 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 of \$156,558 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 Chuluota Road for six deficient trips on the road segment from Colonial Drive to Lake Pickett Road in an amount of \$26,093 per trip. The owners of the property, Andre M. Roberge and Marielle S. Roberge have also executed consent to the agreement.

The Roadway Agreement Committee approved the Right-of-Way and Proportionate Share Agreement on May 17, 2017. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

Page Two

January 9, 2018 – Consent Item

Right-of-Way and Proportionate Share Agreement

Heartwood PD Chuluota Road: From Colonial Drive to Lake Pickett Road

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

ACTION REQUESTED: Approval and execution of Right-of-Way and Proportionate Share Agreement for Heartwood Right-of-Way for Lake Pickett Road Improvements and Proportionate Share Contribution for Chuluota Road from Colonial Drive to Lake Pickett Road by and between Home Dynamics Corporation and Orange County for the dedication of 9,945 square feet of right-of-way as a donation, 10,089 square feet of right-of-way for \$17,350 in transportation impact fee credits and a proportionate share payment in the amount of \$156,558. District 5

JEH/HEGB:rep

Attachment

BCC Mtg. Date: January 9, 2018

This instrument prepared by
and after recording return to:

Chris Roper, Esq.
Akerman LLP
P.O. Box 231
Orlando, FL 32802

Parcel ID Number(s):
A portion of 10-22-32-0000-00-008
A portion of 10-22-32-0000-00-044

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

RIGHT-OF-WAY AND PROPORTIONATE SHARE AGREEMENT FOR Heartwood

Right-of-Way for Lake Pickett Road Improvements and Proportionate Share Contribution for Chuluota Road from Colonial Drive to Lake Pickett Road

This Right-of-Way And Proportionate Share Agreement (the "**Agreement**"), effective as of the latest date of execution (the "**Effective Date**"), is made and entered into by and between HOME DYNAMICS CORPORATION, a Florida corporation ("**Applicant**"), whose mailing address is 4755 Technology Way, Suite 210, Boca Raton, FL 33431, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("**County**"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393, and is joined in and consented to by the Owners defined below.

WITNESSETH:

WHEREAS, Applicant is under contract to be the fee simple owner of certain real property, as more particularly shown in the project location map identified as Exhibit "A" and as more particularly described on Exhibit "B" (legal description and sketch of description), both of which are attached hereto and incorporated herein by this reference (the "**Property**"); and

WHEREAS, ANDRE M. ROBERGE and MARIELLE S. ROBERGE, husband and wife, are the current fee simple owners of the Property (collectively, the "**Owners**") and by execution of the attached Joinder and Consent have jointed in and consented to this Agreement and have recognized the Applicant's rights to purchase, develop and pursue entitlements on the Property; and

WHEREAS, Applicant intends to develop the Property as a residential community consisting of up to 38 single-family detached lots (the "**Project**"); and

WHEREAS, Applicant is willing to convey certain portions of the Property to the County in two parts (collectively, the **"ROW Conveyance"**): the first part being more particularly described on Exhibit "C" attached hereto and incorporated herein (the **"Impact Fee Credit Eligible Lands"**) in return for credits against transportation impact fees to be paid in the future in connection with the Project; and the second part being more particularly described on Exhibit "D" (the **"Non-Impact Fee Credit Eligible Lands"**) for which no additional consideration shall be paid to Applicant; and

WHEREAS, the Orange County Engineer has declared the Lake Pickett Road and Chuluota Road improvements to be impact fee eligible; and

WHEREAS, Applicant received a letter from County dated February 13, 2017 stating that Applicant's Capacity Encumbrance Letter (**"CEL"**) application #CEL-16-11-103 for the Project was denied; and

WHEREAS, the Project will generate 6 deficient PM Peak Hour trips (the **"Excess Trips"**) for the deficient roadway segment on Chuluota Road from Colonial Drive to Lake Pickett Road (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 "E" 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 Applicant shall provide the County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Applicant 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 Hundred Fifty-Six Thousand Five Hundred Fifty-Eight and 00/100 Dollars (\$156,558.00) (the **"PS Payment"**); and

WHEREAS, the Property is located in County Commission District 5 and the proceeds of the PS Payment will be allocated to Chuluota Road improvements; and

WHEREAS, County and Applicant desire to set forth certain terms, conditions, and agreements between them as to the conveyance of such land to the County, payment of the proportionate share and development of the Property into the Project.

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

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

Section 2. Conveyance of Land to County by Applicant.

(a) *Conveyed Lands.* Prior to or concurrently with the recordation of the first plat for the Property or within one hundred twenty (120) days from the County's written request therefor, whichever is sooner, Applicant shall convey to County marketable fee title to the Impact Fee Credit Eligible Lands and the Non-Impact Fee Credit Eligible Lands (collectively, the "**Conveyed Lands**"). The County's written request for the Conveyed Lands, if any, shall occur no sooner than sixty (60) days following the Effective Date of this Agreement.

(b) *Procedure.* The conveyance of the Conveyed Lands is anticipated to be by plat dedication. However, if the County submits a written request for the Conveyed Lands pursuant to subparagraph (a) above, then the conveyance of the Conveyed Lands shall be by general warranty deed. In either case, conveyance of the Conveyed Lands shall be free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. Applicant shall pay all costs associated with the conveyance of the Conveyed Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the Conveyed Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Applicant to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Applicant for the year of conveyance.

(c) *Title Policy.* No less than thirty (30) days prior to conveyance of the Conveyed Lands by general warranty deed, if applicable, Applicant shall deliver to County, at Applicant's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days of the conveyance of the Conveyed Lands.

(d) *Value of Conveyed Lands.* The value of the land to be conveyed by Applicant to County has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time.

The Parties hereby agree that the value of the Impact Fee Credit Eligible Lands to be conveyed by Applicant to County, in return for credits against transportation impact fees to be paid in the future in connection with the Project (or another project to which Right-of-Way Credits (defined below) have been assigned by Applicant), is Seventeen Thousand Three Hundred Fifty and 00/100 Dollars (\$17,350) (the "**Right-of-Way Credit Total**"). The Right-of-Way Credit Total results from an agreed-upon fair market value of \$75,000.00 per acre, or fraction thereof, and a total acreage of approximately .23133 acre(s). The Right-of-Way Credit Total shall be the same regardless whether such lands are conveyed by deed or by plat. For County's record keeping purposes, the Parties hereby agree that the value of the Non-Impact Fee Credit Eligible Lands to be conveyed to the County is Seventeen Thousand One Hundred Twenty-Three and 00/100 Dollars (\$17,123), based on an agreed-upon fair market value of \$75,000.00 per acre, or fraction thereof, and a total acreage of approximately 0.2283 acre(s).

(e) *Environmental Audit.* No less than thirty (30) days prior to conveyance by general warranty deed, if applicable, Applicant shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the

Conveyed Lands. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Applicant shall submit to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the Conveyed Lands, one of the following events shall occur: (i) Applicant shall remediate the Conveyed Lands to County's satisfaction prior to the conveyance; or (ii) Applicant and County shall negotiate and enter into a separate agreement whereby Applicant shall pay the full cost of remediation; or (iii) County may terminate this Agreement at its option.

(f) *Compliance with Section 286.23, Florida Statutes.* Regardless whether the conveyance is by deed or by plat, Applicant shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

Section 3. PS Payment; CEL.

(a) *Calculation of PS Payment:* The amount of the PS Payment for the Deficient Segment described in Exhibit "E," attached hereto and incorporated herein by reference, totals One Hundred Fifty-Six Thousand Five Hundred Fifty-Eight and 00/100 Dollars (\$156,558.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Applicant and County agree that the Excess Trips constitute the Project's impact on the aforementioned Deficient Segment based upon (i) Applicant's Traffic Study titled "Heartwood Property Traffic Impact Analysis" prepared by Traffic And Mobility Consultants on August 20, 2016 for Home Dynamics Corporation (the "**Traffic Study**"), and incorporated herein by this reference, and (ii) upon calculations described in Exhibit "E." The Traffic Study was accepted by the Orange County Transportation Planning Division on November 18, 2016, and is on file and available for inspection with that Division (CMS #CEL-16-11-103). Applicant 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 Applicant 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 Applicant subsequently increases the number of units and/or changes the primary use of the Project to other than a residential community, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 3(d) below. Applicant 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 thirty (30) days following the Effective Date, Applicant shall deliver a check to County in the amount of One Hundred Fifty-Six Thousand Five Hundred Fifty-Eight and 00/100 Dollars (\$156,558.00) 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 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 Applicant 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 as a credit 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 4(b) below. In the event Applicant has not paid the PS Payment within thirty (30) days following 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 3(b) above.

(d) *Increase in Project Trips.* Any change to the Project which increases the unit count and/or changes the primary use of the Property to other than a residential community may result in an increase in trips on the Deficient Segment or other segments within the transportation impact area, as defined by County. Applicant understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Applicant is precluded from asserting any such vesting. In addition, Applicant 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 upon Applicant's 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 3(d) above, Applicant 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. Applicant 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, Applicant shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Applicant'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 Applicant 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 4 below.

Section 4. Transportation Impact Fee Credits.

(a) *Impact Fee Credits for Right of Way.* Promptly upon the County's approval and acceptance of the dedication or conveyance of the Conveyed Lands to the County, either by plat or by general warranty deed as provided above, County shall credit on its books to the account of Applicant, for purposes of Article IV of Chapter 23 of the Orange County Code and any successor code provisions (the "**Impact Fee Ordinance**"), an amount of transportation impact fee credits equal to the Right-of-Way Credit Total (the "**Right-of-Way Credits**"). The Right-of-

Way Credits may only be used in transportation impact fee zone 2. Thereafter, as impact fees become payable from time to time in connection with the Project (or another project to which Right-of-Way Credits have been assigned by Applicant), and if so instructed by Applicant, County shall deduct such amounts payable from Applicant's account.

For purposes of the foregoing, County shall make deductions from Applicant's account from time to time only upon receipt of written direction from Applicant (or from such person or entity to whom Applicant expressly may assign this authority, in writing, in the future) to effect the particular deduction.

Nothing herein shall prevent Applicant from assigning all or part of its Right-of-Way Credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time.

(b) *Impact Fee Credits for PS Payment.* County and Applicant agree that Applicant shall be entitled to receive transportation impact fee credits on a dollar for dollar basis in an amount equal to the PS Payment in accordance with Section 163.3180, Florida Statutes, and as more particularly described in Exhibit "E" attached hereto (the "**PS Credits**"). County further agrees that such PS 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 Applicant in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 3 above. In no event shall Applicant receive PS 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, Applicant 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 5. No Refund. The PS Payment (including any capacity reservation fees paid with the PS Payment) is non-refundable.

Section 6. Utilities. This Agreement does not address utility requirements. Applicant shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

Section 7. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Applicant: David Schack
Home Dynamics Corporation
4755 Technology Way, Suite 210
Boca Raton, FL 33431

With copy to: Jim McNeil, Esq.
Akerman LLP
420 S. Orange Avenue, Suite 1200
Orlando, FL 32801

As to Owner: Andre M. Roberge And Marielle S. Roberge
18600 Lake Pickett Road
Orlando, FL 32820

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

With 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, FL 32801

Section 8. Covenants Running with the Land. This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties and to any person, firm, corporation, or other entity that may become a successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 4 to instruct County to make deductions from Applicant's transportation impact fee credit account shall remain with Applicant unless expressly assigned in writing to another by Applicant.

Section 9. Recordation of Agreement. An executed original of this Agreement shall be recorded, at Applicant's expense, in the Public Records of Orange County, Florida, within thirty (30) days after the Effective Date.

Section 10. 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 11. *Time is of the Essence.* Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 12. *Further Documentation.* The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 13. *Limitation of Remedies.* County and Applicant expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

(a) ***Limitations on County's remedies.*** Upon any failure by Applicant to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or
- (ii) the right to set off, against the amounts of impact fees to be credited in favor of Applicant under this Agreement, (A) any amounts due to County from Applicant under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by Applicant, but which Applicant has failed or refused to do when required; or
- (iii) the withholding of development permits and other approvals or permits in connection with the Project and/or the Property; or
- (iv) any combination of the foregoing.

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

(b) ***Limitations on Applicant's remedies.*** Upon any failure by County to perform its obligations under this Agreement, Applicant shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of Applicant; or
- (iv) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Section 14. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

Section 15. 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 16. Counterparts. This Agreement and any amendment(s) may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Section 17. Termination; Effect of Annexation. This Agreement shall remain in effect so long as the Property remains in unincorporated Orange County, Florida, unless the Parties terminate it in writing. If any portion of the Property is proposed to be annexed into a neighboring municipality, and out of the unincorporated areas, County may, in its sole discretion, terminate this Agreement upon notice to the Applicant.

[Signatures appear on following pages]

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

TJ Orange County Mayor

Date: 1.10.18

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

By: *Katie Smith*

Deputy Clerk

Print Name: Katie Smith



"APPLICANT"

Home Dynamics Corporation,
a Florida corporation

WITNESSES:

Print Name: Teresa Peterson

By: _____

Name: David J. Schack

As Its: President

Print Name: David J. Schack Date: 6/30/2017

STATE OF FLORIDA
COUNTY OF Palm Beach

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by David J. Schack, as President of Home Dynamics Corporation, a Florida corporation, who is known by me to be the person described herein and who executed the foregoing, this 30 day of June, 2017. He/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 30 day of June, 2017.

NOTARY PUBLIC

Print Name: Teresa Peterson

My Commission Expires: 8/25/19



JOINDER AND CONSENT OF ANDRE AND MARIELLE ROBERGE

Andre M. Roberge and Marielle S. Roberge, husband and wife, hereby join in and consent to the Agreement as a "joinder" party for the express purpose of acknowledging and agreeing to the terms contained in this Agreement.

"OWNERS"

WITNESSES:

Xiomara De Leon
Print Name: Xiomara De Leon

Samantha Harris
Print Name: Samantha Harris

By: Andre M. Roberge
ANDRE M. ROBERGE

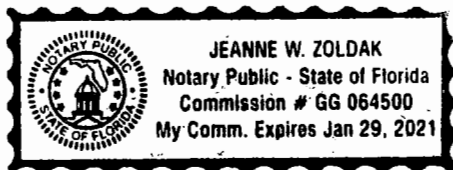
Date: JULY 13, 2017

STATE OF FLORIDA

COUNTY OF Orange

I SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Andre M. Roberge, an individual, who is known by me to be the person described herein and who executed the foregoing, this 13th day of July, 2017. He/she is personally known to me or has produced FL. Div. Lic. (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 13th day of July, 2017.



Jeanne W. Zoldak
NOTARY PUBLIC

Print Name: Jeanne W. Zoldak

My Commission Expires: Jan 29, 2021

Xiomara De Leon

Print Name: Xiomara De Leon

Samantha Harris

Print Name: Samantha Harris

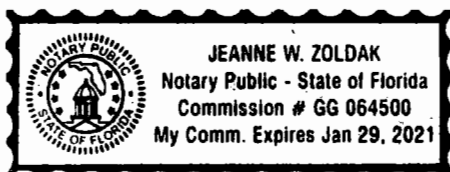
By: Marielle S. Roberge
MARIELLE S. ROBERGE

Date: July 13 2017

STATE OF FLORIDA
COUNTY OF Orange

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Marielle S. Roberge, an individual, who is known by me to be the person described herein and who executed the foregoing, this 13th day of July, 2017. He/she is personally known to me or has produced FL. DRIV. LIC. (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 13th day of July, 2017.



Jeanne W. Zoldak
NOTARY PUBLIC

Print Name: Jeanne W. Zoldak

My Commission Expires: Jan 29, 2021

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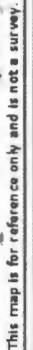


Exhibit "B"

Legal Description and Sketch of Description for Property

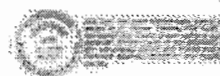
[See attached 2 pages]

Legal Description

A portion of Section 10, Township 22 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 10; thence run N 00°37'10" W, along the west line thereof, a distance of 1,301.39 feet to a point on the southerly right-of-way line of State Road No. 420 (a 60.00 foot wide right-of-way); said point being a point on a non-tangent curve, concave northwesterly, having a radius of 440.27 feet; thence, on a chord bearing of N 57°56'14" E and a chord distance of 457.59 feet, run northeasterly, along the arc of said curve and along said southerly right-of-way line, a distance of 481.19 feet, through a central angle of 62°37'15" to a point 210.00 feet northerly of (when measured perpendicular to) the south line of the Southwest 1/4 of the Northeast 1/4 of said Section 10; thence run N 89°34'14" E, parallel with said south line, a distance of 57.36 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 850.00 feet; thence, on a chord bearing of S 39°50'39" W and a chord distance of 148.48 feet, run southwesterly, along the arc of said curve, a distance of 148.67 feet, through a central angle of 10°01'16" to a point; thence run S 69°21'52" E, a distance of 423.45 feet; thence run N 84°07'02" E, a distance of 583.83 feet to a point on the east line of the Northwest 1/4 of the Southeast 1/4 of said Section 10; thence run S 00°42'51" E, along said east line, a distance of 1,332.67 feet to a point on the south line of the Northwest 1/4 of the Southeast 1/4 of said Section 10; thence run S 89°37'31" W, along said south line, a distance of 1,329.62 feet to the POINT OF BEGINNING.

Containing 40.74 acres, more or less.



Digitally signed by
R. Clayton Ganung
Date: 2017.05.23
13:19:07 -04'00'

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

See Sheet 2 of 2 for sketch.

Lines shown hereon are radial unless noted in R (non-radial).

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY


NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

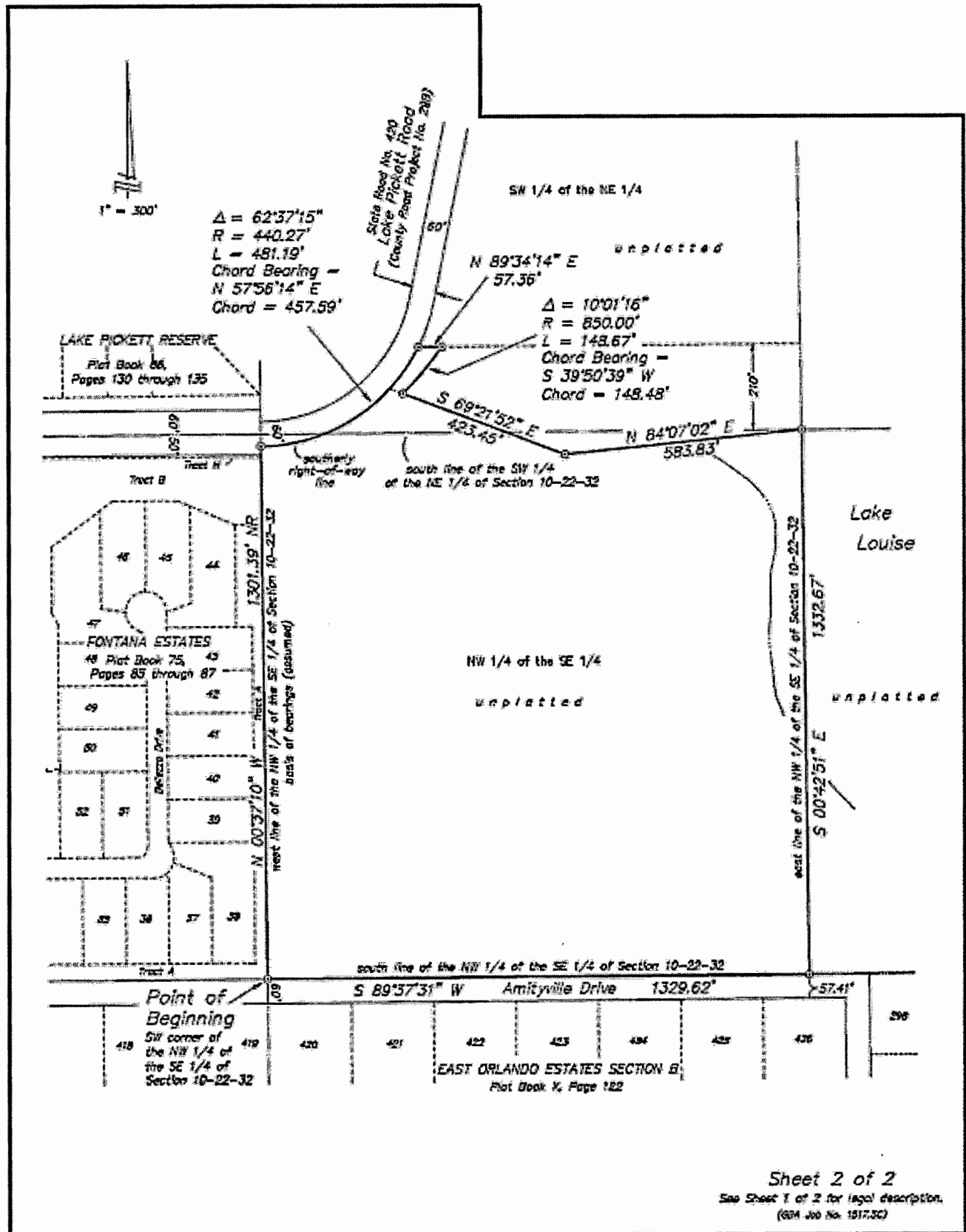
Sketch of Description

of
HEARTWOOD

situated in

Section 10, Township 22 South, Range 32 East
Orange County, Florida

PREPARED FOR: Home Dynamics Corp.	JOB NO. 1517.50	SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. GMA LBS NO. 7134
 GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers	SHEET 1 of 2	
1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6856	DATE 5/23/17	
	SCALE As Noted	



Sheet 2 of 2
 See Sheet 1 of 2 for legal description.
 (804 J00 No. 1917.3C)

Exhibit "C"

**Legal Description and Sketch of Description
for Impact Fee Credit Eligible Lands**

[See attached 1 page]

Exhibit "D"

**Legal Description and Sketch of Description
for Non-Impact Fee Credit Eligible Lands**

[See attached 1 page]

Exhibit "E"

Heartwood

Log of Project Contributions

[See attached 1 page]

Log of Project Contributions
Chuluota Road (Colonial Drive to Lake Pickett 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
Chuluota Road	Colonial Dr	Lake Pickett Rd	1.93	D	740	Widen from 2 to 4 lanes	1580	840	\$21,918,000	\$26,093

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
Chuluota Road	Colonial Dr	Lake Pickett Rd	1.93	D	740	373	1580	840	\$9,732,636

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
Chuluota Road	Colonial Dr	Lake Pickett Rd	1.93	D	740	1580	840	373	467	\$12,185,364	\$26,093

Updated: 5/22/17

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Aug-16	Existing plus Committed	324	\$8,454,132
	Oct-15	Lake Pickett 4 and 5	17	\$443,581
	Dec-15	Verizon	3	\$78,279
	Apr-17	Lake Pickett Clusters	29	\$756,697
				\$0
				\$0
				\$0
				\$0
		Backlogged Totals:	373	\$9,732,689
Proposed	May-17	Heartwood	6	\$156,558
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
		Totals:	379	\$9,889,247