



Interoffice Memorandum

AGENDA ITEM

April 23, 2020

TO: Mayor Jerry L. Demings
—AND—
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Chairman
Roadway Agreement Committee
(407) 836-5393

SUBJECT: May 19, 2020 – Consent Item
Proportionate Share Agreement For Hamlin SWC Commercial –
Building J Avalon Road/CR 545

The Roadway Agreement Committee (RAC) has reviewed a Proportionate Share Agreement for Hamlin SWC Commercial – Building J Avalon Road/CR 545 ("Agreement") by and between Hamlin Retail Partners, LLC, and Orange County for a proportionate share payment in the amount of \$40,203. 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 recommendations of the RAC providing for the mitigation of road impacts for three deficient trips on the road segment of Avalon Road from Porter Road to New Independence Parkway in the amount of \$11,107 per trip, and three deficient trips on the road segment of Avalon Road from New Independence Parkway to McKinney Road in the amount of \$2,294 per trip.

This project is located in the Town Center Village of Horizon West, and is subject to the Town Center East Road Network Agreement approved by the Board on December 11, 2011, as amended. Pursuant to the 2011 agreement, trips in excess of the authorized amount may be processed consistent with the County's concurrency ordinance. The project impacts a deficient segment of Avalon Road/CR 545 and requires a proportionate share payment as mitigation. The particular segment of Avalon Road is a partnership project addressed under the Hamlin West Amended and Restated Road Network Agreement approved by the Board on August 7, 2018. While a typical proportionate share agreement would have the payment come to the County, this Agreement provides that the mitigation payment be delivered to the escrow agent managing the partnership dollars for that project and will be subject to the Escrow

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May 19, 2020 – Consent Item

Proportionate Share Agreement For Hamlin SWC Commercial – Building J
Avalon Road/CR 545

Agreement approved by the Board on October 18, 2016. This Agreement also directs any additional impact fee payments for the project to the escrow agent to reduce the private funding deficit for the Avalon Road improvements.

The Roadway Agreement Committee approved the Agreement on April 23, 2020. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

ACTION REQUESTED: Approval and execution of Proportionate Share Agreement for Hamlin SWC Commercial – Building J Avalon Road/CR 545 by and between Hamlin Retail Partners, LLC and Orange County directing both the proportionate share payment in the amount of \$40,203 and future transportation impact fee payments that may be associated with the project pursuant to the Escrow Agreement for the Hamlin West Amended and Restated Road Network Agreement to be utilized towards the completion of Avalon Road/CR 545 improvements. District 1

JVW/HEGB/fb
Attachment

BCC Mtg. Date: May 19, 2020

This instrument prepared by
and after recording return to:
James G. Willard, Esq.
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

Parcel ID Number(s): 20-23-27-2717-01-004

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

**PROPORTIONATE SHARE AGREEMENT FOR
HAMLIN SWC COMMERCIAL - BUILDING J**

AVALON ROAD/CR 545

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 HAMLIN RETAIL PARTNERS, LLC, a Florida limited liability company ("**Owner**"), whose principal place of business is 14422 Shoreside Way, Suite 130, Winter Garden, Florida 34787, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("**County**"), whose address is P.O. Box 1393, Orlando, FL 32802-1393.

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

WHEREAS, the Property is located in County Commission District 1, within the Town Center Village of Horizon West, and the proceeds of the PS Payment, as defined herein, will be allocated to Avalon Road/CR 545; and

WHEREAS, Owner intends to develop the Property as a 11,800 SF commercial building (the "**Project**"); and

WHEREAS, Owner received a letter from County dated March 6, 2020, stating that Owner's Capacity Encumbrance Letter ("**CEL**") application #CEL-20-02-014 for the Project was denied; and

WHEREAS, the Project will generate three (3) deficient PM Peak Hour trips for the deficient roadway segment on Avalon Road/CR 545 from Porter Road to New Independence Parkway and three (3) deficient PM Peak Hour trips for the deficient roadway segment on Avalon Road/CR 545 from New Independence Parkway to McKinney Road and zero (0) PM Peak Hour trips were available on the foregoing deficient segments on the date the CEL was

denied as further described in the attached **Exhibit "C"**. Both of the foregoing described deficient roadway segments shall collectively hereafter be referred to as the **"Deficient Segments"**, and the number of deficient trips generated shall collectively be referred to as **"Excess Trips"**, all of the foregoing being further described and identified on the attached **Exhibit "C"**; and

WHEREAS, the Excess Trips will cause the Deficient Segments to operate below adopted Level of Service standards; therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, 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 Segments through the current anticipated Project buildout is Forty Thousand Two Hundred Three and 00/100 Dollars (\$40,203.00) (the **"PS Payment"**); and

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. PS Payment; CEL.

(a) **Calculation of PS Payment:** The amount of the PS Payment for the Deficient Segments, as described in Exhibit "C," totals Forty Thousand Two Hundred Three and 00/100 Dollars (\$40,203.00). 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 Segments based upon (i) Owner's Traffic Study titled "Hamlin SWC Commercial, Building J Transportation Concurrency Analysis" prepared by VHB, Inc. dated February, 2020, for Owner (the **"Traffic Study"**), which is incorporated herein by this reference, and (ii) upon the calculations described in Exhibit "C." The Traffic Study was accepted by the Orange County Transportation Planning Division on March 5, 2020, and is on file and available for inspection with that division (CMS #2020014). 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 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 Segments 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, Issuance of CEL.* Within ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of the PS Payment. The check shall be made payable to "Shutts & Bowen LLP Escrow Account" and shall be delivered to the Fiscal and Operational Support Division of the Orange County Planning, Environmental, and Developmental Services Department for acknowledgment of receipt and transmittal to Shutts & Bowen LLP for deposit into the Hamlin West Road Network Agreement escrow account maintained by Shutts & Bowen LLP, as "**Escrow Agent**" pursuant to the Escrow Agreement for Hamlin West Road Network Agreement (the "**Escrow Agreement**") approved by the Orange County Board of County Commissioners on October 18, 2016. The County hereby determines that because the improvement of Avalon Road/CR 545 is an objective of the Hamlin West Road Network Agreement entered into among Owner, County, and Carter-Orange 45 SR 429 Land Trust dated June 28, 2016 and recorded June 30, 2016 at Document No. 20160338700, Public Records of Orange County, Florida, as amended by that certain Amended and Restated Road Network Agreement dated August 7, 2018 and recorded August 14, 2018 at Document No. 20180482220 (the "**Road Agreement**"), it is in the best interest of the County to accelerate improvement of Avalon Road/CR 545 by directing the PS Payment to Escrow Agent to be held and disbursed as part of the "**Escrowed Funds**" in accordance with, and as defined in, the Escrow Agreement and the Road Agreement.

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 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 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 Owner has 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 Owner has 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 Segments 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 upon Owner'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 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 Segments 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, 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 Owner agree that Owner shall be entitled to 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 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 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.

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:

As to Owner: Hamlin Retail Partners, LLC
14422 Shoreside Way, Suite 130
Winter Garden, Florida 34787

With copy to: James G. Willard, Esq.
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

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

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

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

Orange County Planning, Environmental, and Development
Services Department
Manager, Planning Division
201 South Rosalind Avenue, 2nd Floor
Orlando, FL 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; Termination. 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. In the event either (i) Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, as contemplated in Section 2(b), or (ii) Owner has 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.

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 and formally 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.

Section 14. Allocation of Project Transportation Impact Fees. To further enable and accelerate improvement of the Deficient Segments, Owner shall pay any transportation impact fee due at the time of Project development (unless such obligation is satisfied by the use of transportation impact fee credits) by check in the amount of such required transportation impact fee (less appropriate credit for the PS Payment) payable to "Shutts & Bowen LLP Escrow Account" and delivered to the Orange County Transportation Planning Division for acknowledgement of receipt and transmittal to Escrow Agent for deposit into the Hamlin West Road Network Agreement Escrow Account maintained by Escrow Agent pursuant to the Escrow Agreement.

Section 15. Disposition of Excess Escrowed Funds. Notwithstanding anything herein or in the Escrow Agreement to the contrary, in the event there are Escrowed Funds still held by Escrow Agent pursuant to the Escrow Agreement after completion of all authorized Improvements, as defined in and pursuant to the Road Agreement, such excess funds shall be immediately delivered to County by Escrow Agent.

[Signatures appear on following pages]

Proportionate Share Agreement, Hamlin SWC Commercial - Building J
Hamlin Retail Partners, LLC for Avalon Road/CR 545, 2020

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*

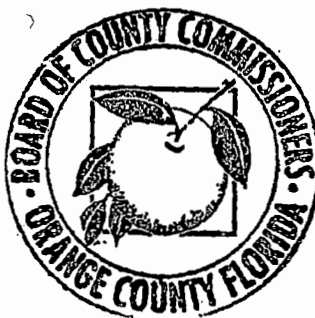
for Jerry L. Demings
Orange County Mayor

Date: MAY 19 2020

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

By: *Katie Smith*
Deputy Clerk

Print Name: Katie Smith



WITNESSES:

T.J. Schuch
Print Name: T.J. Schuch
Gavin Stephenson
Print Name: GAVIN STEPHENSON

"OWNER"

HAMLIN RETAIL PARTNERS, LLC, a
Florida limited liability company

By: BK Hamlin Retail Partners, LLC, a
Florida limited liability company, its
Manager

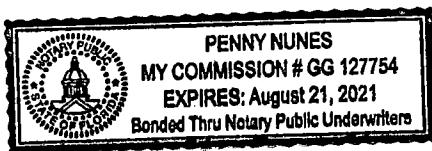
By: Scott T. Boyd
Scott T. Boyd, Manager

Date: 3/27/20

STATE OF FLORIDA
COUNTY OF ORANGE

Acknowledged freely and voluntarily for the purposes therein expressed before me by
Scott T. Boyd, Manager of BK Hamlin Retail Partners, LLC, a Florida limited liability company,
Manager of Hamlin Retail Partners, LLC, a Florida limited liability company. He appeared
before me by means of: ☐ online notarization, or ☒ physical presence and is ☒
personally known to me, or ☐ has produced _____
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 27th
day of march, 2020.

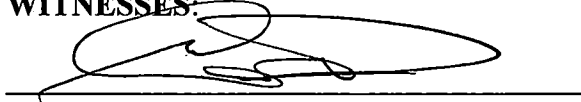


Penny Nunes
NOTARY PUBLIC
Print Name: Penny Nunes
My Commission Expires: 8/21/21

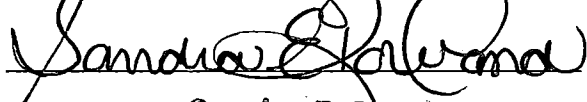
JOINDER AND CONSENT

This Agreement is joined in by Shutts & Bowen, LLP in its capacity as Escrow Agent under the Escrow Agreement and the Road Agreement to acknowledge and consent to the performance of its additional duties as set forth in this Agreement.

WITNESSES:



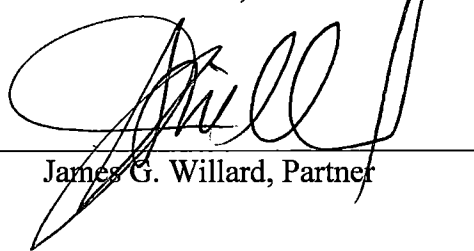
Print Name: George D. Brown



Print Name: Sandra E. Rowland

"ESCROW AGENT"

SHUTTS & BOWEN, LLP

By: 
James G. Willard, Partner

**STATE OF FLORIDA
COUNTY OF ORANGE**

Acknowledged freely and voluntarily for the purposes therein expressed before me by James G. Willard, Partner of Shutts & Bowen, LLP, a Florida limited liability partnership, who is known by me to be the person described herein and who executed the foregoing, this 30th day of March, 2020. He appeared before me by means of: ☐ online notarization, or ☒ physical presence and is ☒ personally known to me, or ☐ has produced _____ 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 30th day of March, 2020.



SANDRA E ROWLAND
Commission # GG 113189
Expires July 7, 2021
Bonded Thru Budget Notary Services


NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

Exhibit "A"

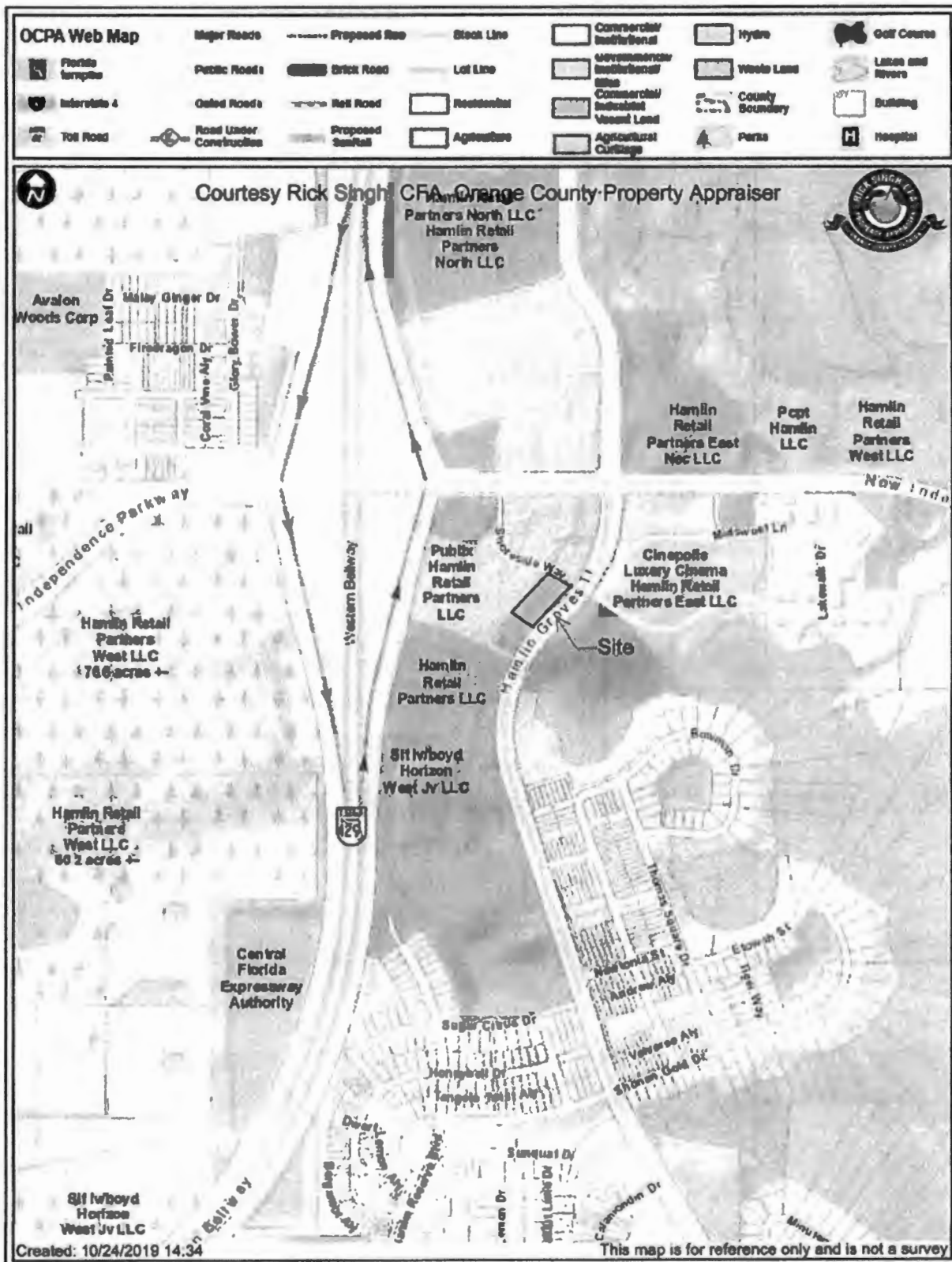


Exhibit "B"
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**LEGAL DESCRIPTION OF
HAMLIN SWC COMMERCIAL - BUILDING J**

Approximately 1.32 acres of land more particularly described as Tract C of Hamlin Southwest, as recorded in Plat Book 90, Page 65, in the Public Records of Orange County, Florida, containing 2.46 acres and referred to below as "Parcel A", less and except that portion of Parcel A containing 1.14 acres and described as "Parcel B" below:

Parcel A:

COMMENCE at the point of intersection of the Southerly right-of-way line of New Independence Parkway according to Official Records Book 10416, Page 5782 and the Westerly right-of-way line of Hamlin Groves Trail according to Official Records Book 10416, Page 5782 all of the Public Records of Orange County, Florida thence run the following courses along the Westerly right-of-way line of said Hamlin Groves Trail; South 45° 17' 57" East for a distance of 42.43 feet; thence run South 00° 17' 57" East for a distance of 11.41 feet to the point of curvature of a curve, concave Westerly having a radius of 846.36 feet, with a chord bearing of South 05° 04' 18" West, and a chord distance of 158.44 feet; thence run Southerly along the arc of said curve through a central angle of 10° 44' 29" for an arc distance of 158.67 feet to a point of compound curvature of a curve, concave Northwesterly having a radius of 943.91 feet with a chord bearing of South 22° 41' 30" West, and a chord distance of 400.53 feet; thence run Southerly through a central angle of 24° 29' 56" along the arc of said curve for an arc distance of 403.60 feet to a point of compound curvature of a curve concave Northwesterly having a radius of 943.91 feet, with a chord bearing of South 37° 12' 30" West, and a chord distance of 74.68 feet also being the POINT OF BEGINNING; thence run Southwesterly through a central angle of 04° 32' 04" along the arc of said curve for an arc distance of 74.70 feet to a point of compound curvature of a curve concave Northwesterly having a radius of 750.00 feet, with a chord bearing of South 44° 35' 23" West, and a chord distance of 133.71 feet; thence run Southwesterly through a central angle of 10° 13' 41" along the arc of said curve for an arc distance of 133.88 feet to a point of reverse curvature of a curve concave Southeasterly having a radius of 1012.00 feet, with a chord bearing of South 39° 11' 10" West, and a chord distance of 369.46 feet, thence run Southwesterly through a central angle of 21° 02' 07" along the arc of said curve for an arc distance of 371.54 feet to a point on a non tangent curve concave Northeasterly having a radius of 35.00 feet, with a chord bearing of North 74° 08' 08" West, and a chord distance of 14.52 feet, thence run Northwesterly along the arc of said curve through a central angle of 23° 56' 36" for an arc distance of 14.63 feet to a point of tangency, thence run North 62° 09' 49" West for a distance of 138.56 feet to the point of curvature of a curve, concave Easterly having a radius of 15.00 feet, with a chord bearing of North 17° 11' 40" West, and a chord distance of 21.20 feet; thence run Northerly along the arc of said curve through a central angle of 89° 56' 19" for an arc distance of 23.55 feet to a point of tangency; thence run North 27° 46' 29" East for a distance of 66.32 feet to the point of curvature of a curve, concave Southeasterly having a radius of 296.00 feet, with a chord bearing of North 33° 24' 56" East, and a chord distance of 58.19 feet; thence

Exhibit "B"
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run Northeasterly along the arc of said curve through a central angle of $11^{\circ} 16' 53''$ for an arc distance of 58.28 feet to a point of tangency; thence run North $39^{\circ} 03' 22''$ East for a distance of 445.88 feet to the point of curvature of a curve, concave Southerly having a radius of 15.00 feet, with a chord bearing of North $75^{\circ} 13' 52''$ East, and a chord distance of 17.71 feet; thence run Easterly through a central angle of $72^{\circ} 20' 59''$ along the arc of said curve for an arc distance of 18.94 feet to a point of compound curvature of a curve concave Southwesterly having a radius of 209.00 feet, with a chord bearing of South $61^{\circ} 50' 17''$ East, and a chord distance of 49.17 feet; thence run Southeasterly along the arc of said curve through a central angle of $13^{\circ} 30' 41''$ for an arc distance of 49.29 feet to a point of tangency; thence run South $55^{\circ} 04' 57''$ East for a distance of 118.98 feet to the point of curvature of a curve concave Southwesterly having a radius of 45.00 feet, with a chord bearing of South $42^{\circ} 25' 47''$ East, and a chord distance of 19.71 feet, thence run Southeasterly through a central angle of $25^{\circ} 18' 19''$ along the arc of said curve for an arc distance of 19.87 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Parcel B:

A PARCEL OF LAND LYING IN THE EAST 1/2 OF SECTION 20, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA BEING A PORTION OF LOT 1, HAMLIN SOUTHWEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, PAGES 65 THROUGH 70, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF NEW INDEPENDENCE PARKWAY ACCORDING TO OFFICIAL RECORDS BOOK 10416, PAGE 5782 AND THE WESTERLY RIGHT-OF-WAY LINE OF HAMLIN GROVES TRAIL ACCORDING TO OFFICIAL RECORDS BOOK 10416, PAGE 5782 ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID HAMLIN GROVES TRAIL; RUN SOUTH $45^{\circ} 17' 57''$ EAST FOR A DISTANCE OF 42.43 FEET; THENCE RUN SOUTH $00^{\circ} 17' 57''$ EAST FOR A DISTANCE OF 11.41 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 846.36 FEET, WITH A CHORD BEARING OF SOUTH $05^{\circ} 04' 18''$ WEST, AND A CHORD DISTANCE OF 158.44 FEET; THENCE RUN SOUTHERLY THROUGH A CENTRAL ANGLE OF $10^{\circ} 44' 29''$ ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 158.67 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 943.91 FEET, WITH A CHORD BEARING OF SOUTH $24^{\circ} 57' 32''$ WEST, AND A CHORD DISTANCE OF 473.20 FEET; THEN RUN SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF $29^{\circ} 02' 00''$ ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 478.30 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 750.00 FEET, WITH A CHORD BEARING OF SOUTH $44^{\circ} 35' 23''$ WEST, AND A CHORD DISTANCE OF 133.71 FEET; THENCE RUN SOUTHWESTERLY THROUGH A CENTRAL

Exhibit "B"
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ANGLE OF 10°13'41" ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 133.88 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1012.00 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 47°39'52" WEST, 72.01 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°04'41" FOR AN ARC DISTANCE OF 72.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE HAVING A RADIUS OF 1012.00 FEET WITH A CHORD BEARING AND DISTANCE OF SOUTH 37°08'56" WEST, 298.35 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°57'13" FOR AN ARC DISTANCE OF 299.44 FEET; THENCE DEPARTING SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE RUN ALONG THE ARC OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 34.33 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 74°23'06" WEST, 14.53 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°26'33" FOR AN ARC DISTANCE OF 14.65 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 62°09'49" WEST, A DISTANCE OF 139.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 14.33 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 17°09'49" WEST, 20.27 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 22.51 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 27°46'29" EAST, A DISTANCE OF 68.41 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 295.99 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 33°31'07" EAST, 56.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°55'33" FOR AN ARC DISTANCE OF 56.44 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 39°03'22" EAST, A DISTANCE OF 157.46 FEET; THENCE RUN SOUTH 48°29'12" EAST, A DISTANCE OF 114.33 FEET; THENCE RUN NORTH 47°11'26" EAST, A DISTANCE OF 49.38 FEET; THENCE RUN SOUTH 45°52'30" EAST, A DISTANCE OF 54.65 FEET TO THE POINT OF BEGINNING.

Exhibit "C"
Page 1 of 2

Log of Project Contributions
Avalon Rd (Porter Rd to New Independence Pkwy)

| 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 |
| Avalon Rd | Porter Rd - New Independence Pkwy | 0.82 | E | 880 | Widen from 2 to 4 lanes | 2000 | 1120 |
| Total Project Cost | | | | | | | \$11,107 |
| Total Project Cost | | | | | | | \$12,438,327 |

| 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 |
| Avalon Rd | Porter Rd - New Independence Pkwy | 0.82 | E | 880 | 1217 | 2000 | 1120 |
| County (Backlog) Responsibility | | | | | | | \$13,516,652 |

| Developer Share of Improvement | | | | | | | |
|---------------------------------------|-----------------------------------|----------------|-------------|-------------------------------|-------------------------------|------------------|-------------------|
| Planned Improvement Roadway(s) | Limits of Improvement (From - To) | Segment Length | Adopted LOS | Existing Generalized Capacity | Improved Generalized Capacity | Backlogged Trips | Capacity Increase |
| Avalon Rd | Porter Rd - New Independence Pkwy | 0.82 | E | 880 | 2000 | 1217 | 1120 |
| Remaining Project Cost | | | | | | | \$11,107 |
| Capacity Increase for New Development | | | | | | | 47 |

Updated: 3/12/20

| Log of Project Contributions | | | | | | | |
|------------------------------|--|---------------|--------------|------------------|------------------|------------------|------------------|
| Date | Project | Project Trips | Prop Share | Backlogged Trips | Backlogged Trips | Backlogged Trips | Backlogged Trips |
| Dec-18 | Existing plus Committed | 1212 | \$13,481,884 | | | | |
| Dec-18 | The Blake at Hamlin | 1 | \$9,999 | | | | |
| Dec-18 | Hamlin Daycare | 2 | \$19,998 | | | | |
| Dec-18 | Restaurant at Hamlin NEC | 1 | \$9,999 | | | | |
| Feb-19 | Hamlin Active Adult Living Apartments | 1 | \$9,999 | | | | |
| Feb-19 | Hamlin Reserve Office-Daycare Bldg D | 2 | \$19,998 | | | | |
| Feb-19 | Hamlin Reserve Medical Office Bldg A&F | 2 | \$19,998 | | | | |
| May-19 | Town Hall / Plaza Rd | 1 | \$9,999 | | | | |
| May-19 | Swatara | 1 | \$9,999 | | | | |
| Oct-19 | Hamlin McCoy Federal Credit Union | 1 | \$11,107 | | | | |
| Oct-19 | Hamlin SWC Commercial Lot C McDonalds | 2 | \$22,214 | | | | |
| Oct-19 | Hamlin WWC Commercial Lot 2 Regions Bank | 1 | \$11,107 | | | | |
| Oct-19 | Hamlin NEC Wares | 2 | \$22,214 | | | | |
| Oct-19 | Hamlin Market | 2 | \$22,214 | | | | |
| Oct-19 | Hamlin Family Dental | 1 | \$11,107 | | | | |
| Feb-20 | Hamlin Medical Office | 12 | \$133,284 | | | | |
| Backlogged Totals: | | | | 1217 | \$13,611,879 | | |
| Mar-20 | Hamlin SW Commercial Building J | 3 | \$33,321 | | | | |
| | | | \$0 | | | | |
| | | | \$0 | | | | |
| | | | \$0 | | | | |
| | | | \$0 | | | | |
| Totals: | | | | 1220 | \$13,645,200 | | |

Exhibit "C"
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Log of Project Contributions
Avalon Rd (New Independence Pkwy to McKinney Rd)

| 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 |
| Avalon Rd | New Independence Pkwy | McKinney Rd | E | 880 | Widen from 2 to 4 lanes | 2000 | 1120 | \$2,658,962 | \$2,294 |
| 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 | |
| Avalon Rd | New Independence Pkwy | McKinney Rd | E | 880 | 555 | 2000 | 1120 | \$1,273,027 | |
| Developer 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 | Capacity Increase for New Development | Remaining Project Cost |
| Avalon Rd | New Independence Pkwy | McKinney Rd | E | 880 | 555 | 2000 | 1120 | 565 | \$1,295,944 |
| | | | | | | | | | Cost / Trip |
| | | | | | | | | | \$2,294 |

Updated: 3/12/20

| Log of Project Contributions | | | | | | | | | |
|------------------------------|--|---------------|--------------------|--|--|--|--|--|--|
| Date | Project | Project Trips | Prop Share | | | | | | |
| Dec-18 | Existing Jct. Committed | 546 | \$1,252,524 | | | | | | |
| Dec-18 | The Blake at Hamlin | 2 | \$4,130 | | | | | | |
| Dec-18 | Hamlin Self Storage | 1 | \$2,065 | | | | | | |
| Dec-18 | Hamlin Daycare | 4 | \$8,260 | | | | | | |
| Dec-18 | Restaurant at Hamlin NEC | 2 | \$4,130 | | | | | | |
| Feb-19 | Hamlin Active Adult Living Apartments | 1 | \$2,065 | | | | | | |
| Feb-19 | Hamlin Reserve Office Daycare Bldg D | 3 | \$6,195 | | | | | | |
| Feb-19 | Hamlin Reserve Office Daycare Bldg A&F | 4 | \$8,260 | | | | | | |
| May-19 | Teco BallPlex Hall | 2 | \$4,130 | | | | | | |
| May-19 | Southwest | 1 | \$2,065 | | | | | | |
| Oct-19 | Hamlin McCarty Federal Credit Union | 2 | \$4,130 | | | | | | |
| Oct-19 | Hamlin SWC Commercial Lot C (McClelland) | 2 | \$4,130 | | | | | | |
| Oct-19 | Hamlin NWC Commercial Lot 2 Eugene Bank | 1 | \$2,065 | | | | | | |
| Oct-19 | Hamlin NEC Warehouse | 3 | \$6,195 | | | | | | |
| Oct-19 | Hamlin Market | 4 | \$8,260 | | | | | | |
| Oct-20 | Hamlin Family Dental | 2 | \$4,130 | | | | | | |
| Feb-20 | Hamlin Medical Office | 8 | \$16,520 | | | | | | |
| | Backlogged Totals: | 665 | \$1,271,989 | | | | | | |
| Mar-20 | Hamlin SWC Commercial Building J | 3 | \$6,195 | | | | | | |
| | | | \$0 | | | | | | |
| | | | \$0 | | | | | | |
| | Totals: | 558 | \$1,277,894 | | | | | | |

Proposed