

Orange County Government

Orange County Administration Center 201 S Rosalind Ave. Orlando, FL 32802-1393

Legislation Text

File #: 24-1386, Version: 1

Interoffice Memorandum

DATE: September 4, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT: Jon V. Weiss, P.E., Chairman

PHONE: (407) 836-5393

DIVISION: Roadway Agreement Committee

ACTION REQUESTED:

Approval and execution of Proportionate Share Agreement for Shoppes at Lakeview Ficquette Road & Reams Road by and between Monsters of Midway Properties, LLC. and Orange County for a proportionate share payment in the amount of \$332,190. District 1. (Roadway Agreement Committee)

PROJECT: N/A

PURPOSE:

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Shoppes at Lakeview Ficquette Road & Reams Road ("Agreement") by and between Monsters of Midway Properties, LLC. and Orange County for a proportionate share payment in the amount of \$332,190. Pursuant to Section 163.3180(5)(h), Florida Statutes, an applicant may mitigate capacity deficiencies by entering into a proportionate share agreement and contributing a proportionate share payment. The proportionate share payment is due within 90 days of the effective date of this Agreement.

The Agreement follows the recommendation of the Roadway Agreement Committee providing for the mitigation of road impacts for six deficient trips on the road segment of Ficquette Road from Summerlake Park Boulevard/Reams Road to Overstreet Road in the amount \$27,762 per trip and six deficient trips on the road segment of Reams Road from Ficquette Road/Summerlake Park Boulevard to Floridian Plance in the amount of \$27,603 per trip.

The Roadway Agreement Committee recommended approval on August 21, 2024. The Specific

File #: 24-1386, Version: 1

Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

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

BUDGET: N/A

APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

BCC Mtg. Date: September 24, 2024

This instrument prepared by and after recording return to:

Mohammed N. Abdallah, PE, PTOE Traffic & Mobility Consultants LLC 3101 Maguire Boulevard, Suite 265 Orlando, Florida 32803

Parcel ID Number: 34-23-27-0000-00-004

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

PROPORTIONATE SHARE AGREEMENT FOR SHOPPES AT LAKEVIEW

FICQUETTE ROAD & REAMS ROAD

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 MONSTERS OF MIDWAY PROPERTIES, LLC., a Florida limited liability company ("Owner"), with its principal place of business at 13352 Bellaria Circle, Windermere, Florida 34786, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("County"), with its principal address at P.O. Box 1393, Orlando, Florida 32802-1393. Owner and County may sometimes be referred to herein individually as "Party" and collectively as "Parties".

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

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

WHEREAS, Owner intends to develop the Property 19,989 square feet of retail plaza, referred to and known as Shoppes at Lakeview (the "Project"); and

WHEREAS, Owner received a letter from County dated June 6, 2024, stating that Owner's Capacity Encumbrance Letter ("CEL") application #CEL-23-11-088 for the Project was denied; and

WHEREAS, the Project will generate Six (6) deficient PM Peak Hour trips (the "Excess Trips 1") for the deficient roadway segment on Ficquette Road from Summerlake Park Boulevard/Reams Road to Overstreet Road (the "Deficient Segment 1"), and Zero (0) PM Peak Hour trips were available on the Deficient Segment 1 on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, the Project will generate Six (6) deficient PM Peak Hour trips (the "Excess Trips 2") for the deficient roadway segment on Reams Road from Ficquette Road/Summerlake Park Boulevard to Floridian Place (the "Deficient Segment 2"), and Zero (0) PM Peak Hour trips were available on Deficient Segment 2 on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, the Excess Trips 1 and Excess Trips 2 shall be referred to herein collectively as the "Excess Trips"; and

WHEREAS, the Deficient Segment 1 and Deficient Segment 2 shall be referred to herein collectively as the "**Deficient Segments**"; 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, Owner has offered to provide 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 Three Hundred Thirty-Two Thousand One Hundred Ninety and 00/100 Dollars (\$332,190.00) (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 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", Three Hundred Thirty-Two Thousand One Hundred Ninety and 00/100 Dollars (\$332,190.00). This PS Payment was calculated in accordance with the

methodology outlined in Section 163.3180, Florida Statutes, as may be amended. Owner and County agree that the Excess Trips will constitute the Project's impact on the aforementioned Deficient Segments based upon (i) Owner's Traffic Study titled "Shoppes at Lakeview" prepared by Traffic & Mobility Consultants LLC, dated May 24, 2024, for MONSTERS OF MIDWAY PROPERTIES, LLC. (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 June 3, 2024, and is on file and available for inspection with that division (CMS #2023088). 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 County's jurisdiction, notwithstanding any subsequent variance in the actual cost of any improvement(s) to the Deficient Segments or actual traffic /travel impacts created by the Project; provided, however, that if Owner modifies the Project's development program and/or 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 Subsection 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.

Timing of PS Payment, Issuance of CEL. Not later than ninety (90) days following (b) the Effective Date, Owner shall deliver a check to County in the amount of Three Hundred Thirty-Two Thousand One Hundred Ninety and 00/100 Dollars (\$332,190.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Planning, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, if the Property's future land use designation and zoning are consistent with the Project's proposed development, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segments. Within the time frame provided in the CEL. 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 after the Effective Date, one extension of ninety (90) additional 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 and/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 or modification to the Project that 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 or modification to the Project as set forth in Subsection 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 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. Additionally, nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, rules, regulations, and/or Orange County Code provisions or from making the required payment of transportation and other impact fees applicable to the Project, subject to any credits as set forth in Section 3 below. For avoidance of doubt, nothing herein is intended to, nor shall, constitute prepayment of any densities and/or intensities of development or of any development program.
- Section 3. Transportation Impact Fee Credits. County and Owner agree that in accordance with Section 163.3180(5)(h)(2)(e), Florida Statutes, as may be amended, Owner shall receive a credit on a dollar for dollar basis for impact fees, paid or payable in the future for the Project in an amount up to but not exceeding the PS Payment 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. For

avoidance of doubt, nothing herein is intended to, nor shall, constitute prepayment of any densities and/or intensities of development or of any development program.

Section 4. No Refund. The PS Payment (including any capacity reservation fees paid with the PS Payment) is non-refundable and cannot be transferred or applied to another project or property.

Section 5. 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: Monsters of Midway Properties, LLC.

Corey D. Graham, MGRM

13352 Bellaria Circle

Windermere, Florida 34786

Monsters of Midway Properties, LLC.

Devin D. Hester, MGRM 13352 Bellaria Circle

Windermere, Florida 34786

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 Public Works Department Manager, Transportation Planning Division 4200 South John Young Parkway, 2nd Floor

Orlando, Florida 32839

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

- **Section 6.** Covenants Running with the Property. This Agreement shall be binding upon 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 Owner and upon any person, firm, corporation, or entity who may become a successor in interest to the Property.
- **Section 7. Recordation of Agreement.** Owner shall record an original of this Agreement in the Public Records of Orange County, Florida, at no expense to County, not later than thirty (30) 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. 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, in accordance with Section 5, 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.
- **Section 10. Attorney Fees.** In the event either Party 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

Proportionate Share Agreement, Shoppes at Lakeview Monsters of Midway Properties, LLC. for Ficquette Road and Reams Road, 2024

unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

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

Section 13. Termination. In the event either (i) Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, as contemplated in Subsection 2(b), or (ii) Owner has timely paid the PS Payment to County and the Project has been constructed on the Property and completed, pursuant to a County building permit, this Agreement shall automatically terminate and thereafter be null and void for all purposes.

Section 14. Counterparts. This Agreement may be executed in up to two (2) counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

[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

Jerry L. Demings
Orange County Mayor

Date: 14 Saprampel 2024

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

By: Deputy Clerk

Print Name: DAVID ROONEY

WITNESSES:	"OWNER"
Signature of Witness	MONSTERS OF MIDWAY PROPERTIES, LLC., a Florida limited liability company
Print Name: RANKER W. Cyce	_ By:
Mailing Address: 7626 W. ZAMO	ALE Print Name: Corey D. Graham
DLIMB FC 328/9 Signature of Witness Print Name: Mise Call Mailing Address: 3891 Sanily Common FC 328/9	Title: Manager Member
or □ online notarization, this <u>\</u> day of <u>\</u> Manager Member of MONSTERS OF MIDV company, on behalf of such company, who	wledged before me by means of physical presence 2024, by Corey D. Graham, as WAY PROPERITES, LLC., a Florida limited liability is personally known to me or has produced attification.
DENISE CRAFFERTY Notary Public - State of Florida Commission # HH 187754 My Comm. Expires Oct 17, 2025 Jonded through National Notary Asso	Signature of Notary Public Print Name: Peni Se Profice Notary Public, State of: Flori da Commission Expires: 10-17-25

(mm/dd/yyyy)

Exhibit "A"

"SHOPPES AT LAKEVIEW"

Project Location Map



Exhibit "B"

"SHOPPES AT LAKEVIEW"

Parcel ID: 34-23-27-0000-00-004

Legal Description:

THAT PART OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 34: THENCE RUN NOO'01'58"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 167.11 FEET: THENCE DEPARTING SAID WEST LINE RUN N84'58'24"E ALONG THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5993, PAGE 1736, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 620.20 FEET; THENCE DEPARTING SAID NORTH LINE RUN NO2'31'41"W, 107.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING ARADIUS OF 1260.00 FEET AND A CHORD BEARING OF NO3"17'40"E: THENCE NORTHERLY ALONG THEARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11'38'43" FOR A DISTANCE OF 256.09 FEET TOTHE POINT OF BEGINNING: SAID POINT BEING ON A CURVE CONCAVING EASTERLY HAVING A RADIUS OF 1260.00 FEET AND A CHORD BEARING OF N18'32'29"E; THENCE NORTHERLY ALONG THE ARC OFSAID CURVE THROUGH A CENTRAL ANGLE OF 18'50'54" FOR A DISTANCE OF 414.50 FEET TO THEPOINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 35.00 FEET AND A CHORD BEARING OF N20'08'38"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVETHROUGH A CENTRAL ANGLE OF 96"13"08" FOR A DISTANCE OF 58.78 FEET TO THE POINT OFTANGENCY; THENCE N68"15'12"W, 141.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVESOUTHERLY HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING OF \$73"45"41"W; THENCEWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75'58'15" FOR ADISTANCE OF 33.15 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1206.52 FEET AND A CHORD BEARING OF \$24'34'33"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22"24"01"FOR A DISTANCE OF 471.70 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S76'37"28"E,249.31 FEET TO THE POINT OF BEGINNING.

Exhibit "C"

"SHOPPES AT LAKEVIEW"

DEFICIENT SEGMENT 1

Log of Project Contributions
Ficquette Road (Summerlake Park Boulevard/Reams Road to Overstreet Road)

Improved Capacity Capacity			Roa	dway In	Roadway Improvement Project Information	t Project	Informatic	u C				
Country Share of Improvement Country Share of Improvement Country Share of Improvement Country Share of Improvement India of Im	Planned Improvement Roadway(s)	Limits of Improvem	ent (From - To)	Segment	Adopted LOS	Existing Generalized Capacity	Type of Improvement	improved Generalized Capacity	Capacity	Total Project Cost	Cost Trip	
County Share of Improvement County Share Coun	F equette Rd	Summerlake Park Bhd / Reams Rd	Overstreet Rd	1.74	E	880	Avden from 2 to 4 lanes	2000	1120	SECRETES	\$27.762	
Summerine Limits of Improvement From - To			Ö	ounty S	hare of Imp	provemen	ıt				9	
Summershape Bad Bad Overstreet Rd 1,74 E 840 622 2000 1120 \$18 100 742	Planned Improvement Roadway(s)	Limits of improvem	ent (From - To)	Segment	Adopted LOS	Existing Generalized Capacity	Backlogged	improved Generalized Capacity	Capacity	County (Backlog) Responsibility		
Summertable Park Capacity C	Ficquette Rd	Summertake Park Blvd / Reams Rd		1.74	ш	980	652	2000	1120	\$18 100 742		
Summerlate Part P				ă	veloper SI	hare of in	provemen	JI.			18	
Summertate Part Bird / Overstreed Rd 1.74 E 800 2000 1120 652 468	Planned Improvement Roadway(s)	Limits of Improvement	ent (From - To)	Sogment	Adopted LOS	Existing Generalized Capacity		Capacity	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Log of Project Contributions Date Project Frips Jan-19 Existing plus Committed 614 Jan-19 Monk PD 22 Jul-22 Lake Reams NBHD 22 Jul-23 Selink PD 5 Jul-23 Primerose at Lake Hancock 3 Jun-24 Shoppes at Lakewiew 6	F cquette Rd	Summertake Park Blvd / Reams Rd		1.74	fi	980	2000	1120	259	468	\$12 992 557	\$27.762
Date Project Jan-19 Existing plus Committed 614 Jan-19 Monk PD 8 Jul-22 Lake Reams NBHD 22 Jul-23 Selink PD 5 Jul-23 Primerose at Lake Hancock 3 Jun-24 Shoppes at Lakeview 6			Po	g of	Project	Cont	ributio	ns				
Jan-19 Existing plus Committed 614 Jan-19 Monk PD 22 Jul-23 Lake Reams NBHD 22 Jul-23 Setink PD 5 Jul-23 Primerose at Lake Hancock 3 Backlogged Totals: 652 Jun-24 Shoppes at Lakeview 6	ă	ate	Pre	oject				Project Trips	L S	rop		
Jan-19 Monk PD Jul-22 Lake Reams NBHD Jul-23 Selink PD Jul-23 Primerose at Lake Hancock Backlogged Totals: 652 Jun-24 Shoppes at Lakeview 6		m-19		sting plu	s Committed			614	\$17.	045,868		
Jul-22 Lake Reams NBHD 22 Jul-23 Selink PD 5 Jul-23 Primerose at Lake Hancock 3 Backlogged Totals: 652 Jun-24 Shoppes at Lakeview 6		an-19	Mo	Od you				8	\$1	51,288		
Jul-23 Selink PD 5 Jul-23 Primerose at Lake Hancock 3 Backlogged Totals: 652 Jun-24 Shoppes at Lakeview 6	รั	ut-22	La	ke Ream	S NBHD			a	\$5	04,834		
Jun-24 Primerose at Lake Hancock 3 Backlogged Totals: 652 Jun-24 Shoppes at Lakeview 6	<u>51</u>	ul-23	Se	link PD				S	\$1	30,885		
Jun-24 Shoppes at Lakeview 6	51	M-23	Pa	merose s	It Lake Hand	ock		2	25	8,531		
Jun-24 Shoppes at Lakeview 6						Backlogg	ed Totals:	652	\$47,	911,406		
9	- 3	m-24	-S	oppes at	Lakeview			9	SI	66,572		
034										\$0		
033										\$0		
059										\$0		
CKO										20		
000							Totals:	859	\$18,	\$18,077,978		

Exhibit "C"

"SHOPPES AT LAKEVIEW"

DEFICIENT SEGMENT 2

Log of Project Contributions
Reams Road (Ficquette Road/Summerlake Park Boulevard to Floridian Place)

Planned Improvement Roadway(s)	Limits of	Improvement (From - To)	Segment	Adopted LOS	Generalized Capacity	Type of improvement	Generalized Capacity	Capacity	Total Project Cost	Cost / Trip	
Peams Road	Summertake Park	Floridian PI	1.73	ш	088	W den from 2 to 4 larves	2000	1120	\$30 #14 602	\$27 603	
			Con	County Share of Improv	- Landelle						
Planned Improvement Roadway(s)	Limits of	Improvement (From - To)	Segment	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity	County (Backlog) Responsibility		
Reams Road	Summertake Park	Flondian PI	1.73	ш	880	189	2000	1120	\$18 797 182		
1			ı	Seemen	Designation of the last	1		ľ	N		
Planned improvement		7	Segment	Adonted De	Existing Generalized	Beneralized	Capacity	Backlogged	increase for New Development	Remaining Prosect Cost	Cost/Trip
Roadway(s)	Limits of improvem	improvement (From - 10)	rengin	SOT paidopy	Capacary	Capacity	HOTOGRADE	Selection	Development	Lighter cost	day in
Reams Road	Summerlake Park	Flond an PI	1.73	E	880	2000	1120	661	430	\$12 117 420 527	\$27,603
			Logici	Log of Project Contributions	ntribution	5					
		L				Project	#	Prop	Γ		
Date	4	Project				Trips		Share			
Existing Jun-18	18	Existin	a plus Co	Existing plus Committed		944		\$17,778,332			
Jun-18	18	Winde	Windermere Center	nter		18		\$347,985			
Aug-19	-19	Winde	Windermere Cay III	ıy III		00	-	\$146,520			
Jul	22	Lake	Lake Reams NBHD	ВНО		7		\$159,705			
Jul-23	23	Primro	se at Lak	Primrose at Lake Hancock		e		\$78.081	П		
		-		Backlog	Backlogged Totals:	5: 681	49	\$19.509.023	T		
Proposed Jun-24	24	Shopp	Shoppes at Lakeview	eview		0		\$165,618			
								20			
								\$0			
								0\$	П		
							-	3	7		
					Totals:	5: 687		\$18,674,241			
									1		