



Interoffice Memorandum

AGENDA ITEM

March 20, 2019

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

FROM: **James E. Harrison, Esq., P.E., Chairman**
Roadway Agreement Committee
(407) 836-5610

A handwritten signature in black ink, appearing to read "J.E. Harrison", written over the printed name in the "FROM" field.

SUBJECT: April 9, 2019 – Consent Item
Proportionate Share Agreement For Monk PD
Winter Garden-Vineland Road

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Monk PD ("Agreement") by and between Brent I. Monk and Betsy L. Monk, husband and wife; Brent I. Monk, Trustee of the Brent I. Monk Revocable Living Trust dated November 24, 1994 and Dolores E. Monk, and Orange County for a proportionate share payment in the amount of \$331,130. 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 seven deficient trips on the road segment of Winter Garden-Vineland Road from Reams Road to Chase Road in the amount of \$23,540 per trip and six deficient trips on the road segment of Winter Garden-Vineland Road from Ficquette Road to Lake Butler Boulevard in the amount of \$27,725 per trip.

The Roadway Agreement Committee approved the Proportionate Share Agreement on March 20, 2019. 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 Monk PD Winter Garden-Vineland Road by and between Brent I. Monk and Betsy L. Monk, Brent I. Monk, Trustee of the Brent I. Monk Revocable Living Trust dated November 24, 1994 and Dolores E. Monk, and Orange County for a proportionate share payment in the amount of \$331,130. District 1

JEH/HEGB:aw
Attachment

BCC Mtg. Date: April 9, 2019

This instrument prepared by
and after recording return to:

Joedel Zaballero, P.E.
VHB
225 E. Robinson Street, Suite 300
Orlando, FL 32801

Parcel ID Number(s): 23-23-27-0000-00-007, 23-23-27-0000-00-013, and 23-23-27-0000-00-026

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

**PROPORTIONATE SHARE AGREEMENT FOR
MONK PD**

WINTER GARDEN – VINELAND 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 BRENT I. MONK AND BETSY L. MONK, husband and wife, whose mailing address is 13003 Orange Isle Drive, Windermere, Florida 34786, BRENT I. MONK, TRUSTEE OF THE BRENT I. MONK REVOCABLE LIVING TRUST DATED NOVEMBER 28, 1994, whose address is 13003 Orange Isle Drive, Windermere, Florida 34786 and DOLORES E. MONK, whose address is 2330 Village Boulevard, West Palm Beach, FL 33409 (collectively, “**Owner**”), 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,” 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 Winter Garden – Vineland Road; and

WHEREAS, Owner intends to develop the Property as 81 single family dwelling units, referred to and known as Monk PD (the “**Project**”); and

WHEREAS, Owner received a letter from County dated February 15, 2019, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application #CEL-18-05-043 Revised for the Project was denied; and

WHEREAS, the Project will generate seven (7) deficient PM Peak Hour trip(s) (the “**Excess Trip(s) 1**”) for the deficient roadway segment on Winter Garden – Vineland Road from Reams Road to Chase Road (the “**Deficient Segment 1**”), and zero (0) PM Peak Hour trips were

available on 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 trip(s) (the “**Excess Trip(s) 2**”) for the deficient roadway segment on Winter Garden – Vineland Road from Ficquette Road to Lake Butler Boulevard (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 Trip(s) 1 and Excess Trip(s) 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, 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 three hundred thirty-one thousand one hundred thirty and 00/100 Dollars (\$331,130.00) (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 three hundred thirty-one thousand one hundred thirty and 00/100 Dollars (\$331,130.00). 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 “TRAFFIC IMPACT STUDY – MONK PROPERTY – WEST OF DUNCASTER STREET ORANGE COUNTY, FLORIDA” prepared by VANASSE HANGEN BRUSTLIN, INC., dated December 2018 for Design Develop Construct, 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 February 5, 2019, and is on file and available for inspection with that division (CMS #2018043). 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 three hundred thirty-one thousand one hundred thirty and 00/100 Dollars (\$331,130.00) 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, 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 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:

Proportionate Share Agreement, MONK PD
Brent I. Monk and Betsy L. Monk, husband and wife,
Brent I. Monk, Trustee and Dolores E. Monk for Winter Garden – Vineland Road, 2019

As to Owner: Brent I. Monk and Betsy L. Monk
13003 Orange Isle Drive
Windermere, Florida 34786

Brent I. Monk, Trustee of the Brent I. Monk Revocable Living
Trust dated November 28, 1994
13003 Orange Isle Drive
Windermere, FL 34786

Dolores E. Monk
by Brent Monk, Agent
2330 Village Boulevard
West Palm Beach, Florida 33409

With copy to: Mr. Brian Martin
3301 Bellington Drive
Orlando, FL 32835

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. The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business days after the Effective Date.

Section 8. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.

Section 9. Specific Performance. County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Section 10. Attorney Fees. In the event either party hereto brings an action or proceeding including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.

Section 11. Construction of Agreement; Severability. Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

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

[Signatures appear on following pages]

Proportionate Share Agreement, MONK PD
Brent I. Monk and Betsy L. Monk, husband and wife,
Brent I. Monk, Trustee and Dolores E. Monk for Winter Garden – Vineland Road, 2019

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: *Bryan W. Brinkley*
for Jerry L. Demings
Orange County Mayor

Date: 9 April 15

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

By: *Katie Smith*
Deputy Clerk

Print Name: Katie Smith



Proportionate Share Agreement, MONK PD
Brent I. Monk and Betsy L. Monk, husband and wife,
Brent I. Monk, Trustee and Dolores E. Monk for Winter Garden – Vineland Road, 2019

WITNESSES:

[Handwritten signature]

Print Name: Jim Kerr

[Handwritten signature]

Print Name: Jean E Hobson

“OWNER”

Brent I. Monk

By: Brent Monk

Print Name: Brent Monk

Title: owner

Date: 3-8-19

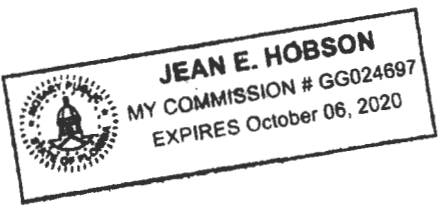
STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Brent I. Monk, who is known by me to be the person described herein and who executed the foregoing, this 8th day of March, 2019. 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 8th day of March, 2019.

[Handwritten signature]
NOTARY PUBLIC
Print Name: Jean E Hobson

My Commission Expires: _____



Proportionate Share Agreement, MONK PD
Brent I. Monk and Betsy L. Monk, husband and wife.
Brent I. Monk, Trustee and Dolores E. Monk for Winter Garden – Vineland Road, 2019

WITNESSES:
[Signature]

Print Name: Jim Karr

[Signature]

Print Name: Jean Hobson

“OWNER”

Betsy L. Monk

By: [Signature]

Print Name: Betsy L. Monk

Title: owner

Date: 3/8/19

**STATE OF FLORIDA
COUNTY OF ORANGE**

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Betsy L. Monk, who is known by me to be the person described herein and who executed the foregoing, this 8th day of MARCH, 2019. 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 8th day of MARCH, 2019.

[Signature]

NOTARY PUBLIC

Print Name: Jean E Hobson

My Commission Expires: _____



Proportionate Share Agreement, MONK PD
Brent I. Monk and Betsy L. Monk, husband and wife,
Brent I. Monk, Trustee and Dolores E. Monk for Winter Garden – Vineland Road, 2019

WITNESSES:

[Signature]
Print Name: Jim Kerr

[Signature]
Print Name: Jean E Hobson

“OWNER”

Brent I. Monk, Trustee of the Brent I. Monk Revocable Living Trust Dated November 28, 1994

By: Brent I. Monk Trustee

Print Name: Brent I. Monk

Title: Trustee

Date: 3-8-19

**STATE OF FLORIDA
COUNTY OF ORANGE**

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Brent I. Monk, Trustee of the Brent I. Monk Revocable Living Trust Dated November 28, 1994, who is known by me to be the person described herein and who executed the foregoing, this 8th day of March, 2019. 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 8th day of March, 2019.



[Signature]
NOTARY PUBLIC
Print Name: Jean E Hobson

My Commission Expires: _____

Proportionate Share Agreement, MONK PD
Brent I. Monk and Betsy L. Monk, husband and wife,
Brent I. Monk, Trustee and Dolores E. Monk for Winter Garden – Vineland Road, 2019

WITNESSES:

[Signature]

Print Name: _____

Jean Hobson

Print Name: Jean Hobson

“OWNER”

Dolores E. Monk, by Brent Monk, Agent

By: Brent Monk agent

Print Name: Brent Monk agent

Title: agent

Date: 3/8/19

**STATE OF FLORIDA
COUNTY OF ORANGE**

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Dolores E. Monk, by Brent Monk, Agent who is known by me to be the person described herein and who executed the foregoing, this 8th day of MARCH, 2019. 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 8th day of MARCH, 2019.

Jean E. Hobson

NOTARY PUBLIC

Print Name: Jean E Hobson

My Commission Expires: _____



Exhibit A
“MONK PD”
Project Location Map



Proportionate Share Agreement, MONK PD
Brent I. Monk and Betsy L. Monk, husband and wife,
Brent I. Monk, Trustee and Dolores E. Monk for Winter Garden – Vineland Road, 2019

Exhibit “B”

“MONK PD”

Legal Description of the PD Property:

The East half of the southeast quarter of Section 23, Township 23 South, Range 27 East, less the part North and West of Creek.

AND LESS:

A portion of the East half of the southeast quarter of Section 23, Township 23 South, Range 27 East, Orange County, Florida. Being more particularly described as follows:

BEGIN at the southeast corner of the southeast quarter of Section 23, Township 23 South, Range 27 East as shown on the plat Windermere Terrace, Plat Book 77, Page 129, Official Records of Orange County, Florida; thence run along the South line of the East half of said southeast quarter, South 89°52'07" West, 1324.72 feet to the southwest corner of the East half of said southeast quarter, also being a point on the northerly boundary line of said Windermere Terrace; thence leaving said South line run along the West line of the East half of said southeast quarter and northerly boundary line of said Windermere Terrace, North 00°09'55" West, 242.26 feet; thence leaving said West line run the following four courses along said northerly boundary line, North 89°51'21" East, 850.53 feet; thence South 06°58'45" East, 200.00 feet; thence North 83°01'15" East, 307.06 feet; thence North 89°31'31" East, 145.38 feet to the East line of said southeast quarter; thence leaving said northerly boundary line run along said East line South 00°14'12" East, 81.32 feet to the POINT OF BEGINNING.

Exhibit "C"

"MONK PD"

DEFICIENT SEGMENT 1

Log of Project Contributions

Winter Garden – Vineland Road (Reams Road to Chase 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
Winter Garden-Vineland Rd	Reams Rd	Chase Rd	1.35	E	2000	Widen from 4 to 6 lanes	3020	1020	\$24,010,466	\$23,540

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	
Winter Garden-Vineland Rd	Reams Rd	Chase Rd	1.35	E	2000	1003	3020	1020	\$23,610,291	

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
Winter Garden-Vineland Rd	Reams Rd	Chase Rd	1.35	E	2000	3020	1020	1003	17	\$400,174	\$23,540

Proportionate Share Agreement, MONK PD
 Brent I. Monk and Betsy L. Monk, husband and wife,
 Brent I. Monk, Trustee and Dolores E. Monk for Winter Garden – Vineland Road, 2019

Exhibit “C”

“MONK PD”

DEFICIENT SEGMENT 1

Log of Project Contributions
 Winter Garden – Vineland Road (Reams Road to Chase Road)

LOG OF EXISTING PROJECT CONTRIBUTIONS			
DATE	PROJECT	PROJECT TRIPS	PROP SHARE
April '18	Existing plus Committed	989	\$23,281,060
April '18	Ladybird Academy	10	\$235,400
May '18	Regions Windermere	4	\$94,160
BACKLOGGED TOTALS:		1003	\$23,610,620

LOG OF PROPOSED PROJECT CONTRIBUTIONS			
DATE	PROJECT	PROJECT TRIPS	PROP SHARE
Feb. '19	Monk Property	7	\$164,780
PROPOSED TOTALS:		7	\$164,780

EXISTING & PROPOSED TOTALS:		1010	\$23,775,400
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Proportionate Share Agreement, MONK PD
 Brent I. Monk and Betsy L. Monk, husband and wife,
 Brent I. Monk, Trustee and Dolores E. Monk for Winter Garden – Vineland Road, 2019

Exhibit “C”

“MONK PD”

DEFICIENT SEGMENT 2

Log of Project Contributions

Winter Garden – Vineland Road (Ficquette Road to Lake Butler Boulevard)

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
Winter Garden - Vineland Road	Ficquette Rd	Lake Butler Blvd	1.59	E	2000	Widen from 4 to 6 lanes	3020	1020	\$28,278,993	\$27,725

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	
Winter Garden - Vineland Road	Ficquette Rd	Lake Butler Blvd	1.59	E	2000	867	3020	1020	\$24,037,144	

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
Winter Garden - Vineland Road	Ficquette Rd	Lake Butler Blvd	1.59	E	2000	3020	1020	867	153	\$4,241,849	\$27,725

Proportionate Share Agreement, MONK PD
 Brent I. Monk and Betsy L. Monk, husband and wife,
 Brent I. Monk, Trustee and Dolores E. Monk for Winter Garden – Vineland Road, 2019

Exhibit “C”

“MONK PD”

DEFICIENT SEGMENT 2

Log of Project Contributions

Winter Garden – Vineland Road (Ficquette Road to Lake Butler Boulevard)

LOG OF EXISTING PROJECT CONTRIBUTIONS			
DATE	PROJECT	PROJECT TRIPS	PROP SHARE
July '17	Existing plus Committed	845	\$20,359,430
July '17	Central Parc at Bridgewater Crossings	2	\$48,188
Oct. '17	Windermere Village LLC	20	\$481,880
BACKLOGGED TOTALS:		867	\$20,889,498

LOG OF PROPOSED PROJECT CONTRIBUTIONS			
DATE	PROJECT	PROJECT TRIPS	PROP SHARE
Jan. '19	Monk Property	6	\$166,350
PROPOSED TOTALS:		6	\$166,350

EXISTING & PROPOSED TOTALS:		873	\$21,055,848
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