



Orange County Government

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

Legislation Text

File #: 25-465, **Version:** 1

Interoffice Memorandum

DATE: March 5, 2025

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 Amended and Restated Proportionate Share Agreement for Windermere Cay Phase 3 Ficquette Road, Reams Road, Summerlake Park Boulevard & Winter Garden-Vineland Road by and between Timberlock Partners II, LP and Orange County for a revised proportionate share payment in the amount of \$1,549,434. District 1. **(Roadway Agreement Committee)**

PROJECT: N/A

PURPOSE:

The Roadway Agreement Committee has reviewed an Amended and Restated Proportionate Share Agreement for Windermere Cay Phase 3 Ficquette Road, Reams Road, Summerlake Park Boulevard & Winter Garden-Vineland Road (the "Amended and Restated Agreement") by and between Timberlock Partners II, LP and Orange County to the amend certain terms of the Proportionate Share Agreement for Windermere Cay Phase 3 (the "Existing Agreement") approved by the Board on November 15, 2019, recorded as Instrument No. 20190723069, Public Records of Orange County, Florida.

The Existing Agreement called for a proportionate share payment in the amount of \$269,536, which was made by the Owner to the County, subsequently allowing for the approval of the associated Capacity Encumbrance Letter (CEL) application. The CEL approval has since expired. A revision of the CEL application was made resulting in a revised Proportionate Share Payment in the amount of \$1,818,970. The previously paid proportionate share payment of \$269,536 will be applied toward the revised proportionate share payment, leaving a remaining balance in the amount of \$1,549,434 to be

paid within 90 days of the effective date of this Amended and Restated Agreement. The expiration and revision of the CEL application necessitates the need for this Amended and Restated Agreement.

The Amended and Restated Agreement serves for the additional mitigation of road impacts for eight deficient trips on the road segment of Ficquette Road from Summerlake Park Boulevard/Reams Road to Overstreet Road in the amount of \$32,793 per trip, 29 deficient trips on the road segment of Reams Road from Summerlake Park Boulevard to Floridian Place in the amount of \$32,604 per trip, eight additional deficient trips on the road segment of Reams Road from Floridian Place to Taborfield Avenue in the amount of \$25,820 per trip, four additional deficient trips on the road segment of Summerlake Park Boulevard from Porter Road to Summerlake Groves Street in the amount of \$15,077 per trip, three additional deficient trips on the road segment of Winter Garden-Vineland Road from Sunset Boulevard to Silverlake Park Drive in the amount of \$48,734 per trip, two additional deficient trips on the road segment of Winter Garden-Vineland Road from Reams Road to Chase Road in the amount of \$41,905 per trip, and two additional deficient trips on the road segment of Winter Garden-Vineland Road from Chase Road to Ficquette Road in the amount of \$57,115 per trip.

The Roadway Agreement Committee recommended approval on February 12, 2025. The Specific 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: March 25, 2025
This instrument prepared by
and after recording return to:

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

Parcel ID Number:
02-24-27-7150-01-001

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

AMENDED AND RESTATED

**PROPORTIONATE SHARE AGREEMENT FOR
WINDERMERE CAY PHASE 3**

**FICQUETTE ROAD, REAMS ROAD, SUMMERLAKE PARK BOULEVARD &
WINTER GARDEN-VINELAND ROAD**

This Amended and Restated Proportionate Share Agreement (the “**Agreement**”), effective as of the latest date of execution (the “**Effective Date**”), is made and entered into by and between TIMBERLOCK PARTNERS II, LP, a Foreign Limited Partnership (“**Owner**”), with its principal place of business at 1717 Woodstead Court, Suite 207, The Woodlands, Texas 77380, 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 and County previously entered into a Proportionate Share Agreement, approved and recorded November 15, 2019, Instrument No. 20190723069, Public Records of Orange County, Florida (the “**Existing Agreement**”), that called for payment of a Proportionate Share Payment in the amount of Two Hundred Sixty-Nine Thousand Five Hundred Thirty-Six and 00/100 (\$269,536.00), which payment was made by Owner to County; and

WHEREAS, Owner’s Capacity Encumbrance Letter application #CEL-19-08-055, issued in connection with Owner’s payment of the Proportionate Share Payment under the Existing Agreement, expired, therefore necessitating a revised agreement; and

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, Reams Road, Summerlake Park Boulevard, and Winter Garden-Vineland Road ; and

WHEREAS, Owner intends to develop the Property as Two Hundred Sixteen (216) Apartment Units, referred to and known as Windermere Cay Phase 3 (the “**Project**”); and

WHEREAS, Owner received a letter from County dated January 14, 2025, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application #CEL-19-08-055 (revised) for the Project was denied; and

WHEREAS, the Project will generate Eight (8) 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 Twenty-Nine (29) deficient PM Peak Hour trips (the “**Excess Trips 2**”) for the deficient roadway segment on Reams Road from 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 Project will generate Eight (8) deficient PM Peak Hour trips (the “**Excess Trips 3**”) for the deficient roadway segment on Reams Road from Floridian Place to Taborfield Avenue (the “**Deficient Segment 3**”), and Zero (0) PM Peak Hour trips were available on Deficient Segment 3 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate Four (4) deficient PM Peak Hour trips (the “**Excess Trips 4**”) for the deficient roadway segment on Summerlake Park Boulevard from Porter Road to Summerlake Groves Street (the “**Deficient Segment 4**”), and Zero (0) PM Peak Hour trips were available on Deficient Segment 4 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate Three (3) deficient PM Peak Hour trips (the “**Excess Trips 5**”) for the deficient roadway segment on Winter Garden-Vineland Road from Sunset Boulevard to Silverlake Park Drive (the “**Deficient Segment 5**”), and Zero (0) PM Peak Hour trips were available on Deficient Segment 5 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate Two (2) deficient PM Peak Hour trips (the “**Excess Trips 6**”) for the deficient roadway segment on Winter Garden-Vineland Road from Reams Road to Chase Road (the “**Deficient Segment 6**”), and Zero (0) PM Peak Hour trips were available on Deficient Segment 6 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate Two (2) deficient PM Peak Hour trips (the “**Excess Trips 7**”) for the deficient roadway segment on Winter Garden-Vineland Road from Chase Road to Ficquette Road (the “**Deficient Segment 7**”), and Zero (0) PM Peak Hour trips were available on Deficient Segment 7 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Excess Trips 1, Excess Trips 2, Excess Trips 3, Excess Trips 4, Excess Trips 5, Excess Trips 6, and Excess Trips 7 shall be referred to herein collectively as the “**Excess Trips**”; and

WHEREAS, the Deficient Segment 1, Deficient Segment 2, Deficient Segment 3, Deficient Segment 4, Deficient Segment 5, Deficient Segment 6, and Deficient Segment 7 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 One Million Eight Hundred Eighteen Thousand Nine Hundred Seventy and 00/100 Dollars (\$1,818,970.00) (the “**PS Payment**”); and

WHEREAS, County and Owner desire to amend and restate the terms, conditions, and agreements between them under the Existing Agreement 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”, totals One Million Eight Hundred Eighteen Thousand Nine Hundred Seventy and 00/100 Dollars (\$1,818,970.00). 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 Windermere Cay Phase III” prepared by Traffic & Mobility Consultants LLC, dated January 13, 2025, for Timberlock II Partners, LP (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 January 13, 2025, and is on file and available for inspection with that division (CMS #2019055). 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 an 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.* Not later than ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of One Million Five Hundred Forty-Nine Thousand Four Hundred Thirty-Four and 00/100 Dollars (\$1,549,434.00). The previously paid PS Payment of Two Hundred Sixty-Nine Thousand Five Hundred Thirty-Six and 00/100 (\$269,536.00) will be applied, hence the remaining balance is One Million Five Hundred Forty-Nine Thousand Four Hundred Thirty-Four and 00/100 Dollars (\$1,549,434.00). 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: Timberlock Partners II, LP
Attn: Billy J. Brice III
1717 Woodstead Court, Suite 207
The Woodlands, Texas 77380

With copy to: Law Office of Ted B. Edwards, P.A.
Attn: Ted B. Edwards, Esquire
400 N. New York Avenue, Suite 108
Winter Park, Florida 32789

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 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.

Section 15. Effect of Agreement. This Agreement amends and completely restates the Existing Agreement between the parties hereto.

[Signatures appear on following pages]

Amended and Restated Proportionate Share Agreement for Windermere Cay Phase 3
Timberlock Partners II, LP for Ficquette Road, Reams Road, Summerlake Park Boulevard &
Winter Garden-Vineland Road, 2025

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: *[Signature]*
Jerry L. Demings
Orange County Mayor

Date: 25 March 2025

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

By: *[Signature]*
62 Deputy Clerk

Print Name: Jennifer Lara-Klimetz

Amended and Restated Proportionate Share Agreement for Windermere Cay Phase 3
Timberlock Partners II, LP for Ficquette Road, Reams Road, Summerlake Park Boulevard &
Winter Garden-Vineland Road, 2025

WITNESSES:

Phillip Chadis
Signature of Witness

Print Name: Phillip Chadis

Mailing Address: 18 Outerwall Pl

The Woodlands, TX 77381

Janette M. Goldwaite
Signature of Witness

Print Name: Janette M. Goldwaite

Mailing Address: 15471 Pin Oak Dr.

Conroe, TX 77304

“OWNER”

TIMBERLOCK PARTNERS II, LP, a foreign
limited partnership

By 535 REALTY, LLC, a foreign limited
liability company, its General Partner

By: [Signature]

Print Name: Billy J. Brice III

Title: Sole Manager

STATE OF: Texas
COUNTY OF: MONTGOMERY

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 27th day of January, 2025, by Billy J. Brice III, as
Sole Manager of 535 REALTY, LLC, a foreign limited liability company, as General Partner of
TIMBERLOCK PARTNERS II, LP. A foreign limited partnership, on behalf of such partnership,
who ☒ is personally known to me or ☐ has produced _____ as
identification.



Janice Johns
Signature of Notary Public
Print Name: Janice Johns
Notary Public, State of: Texas
Commission Expires: 1-27-2025
(mm/dd/yyyy)

Exhibit “A”

“WINDERMERE CAY PHASE 3”

Project Location Map

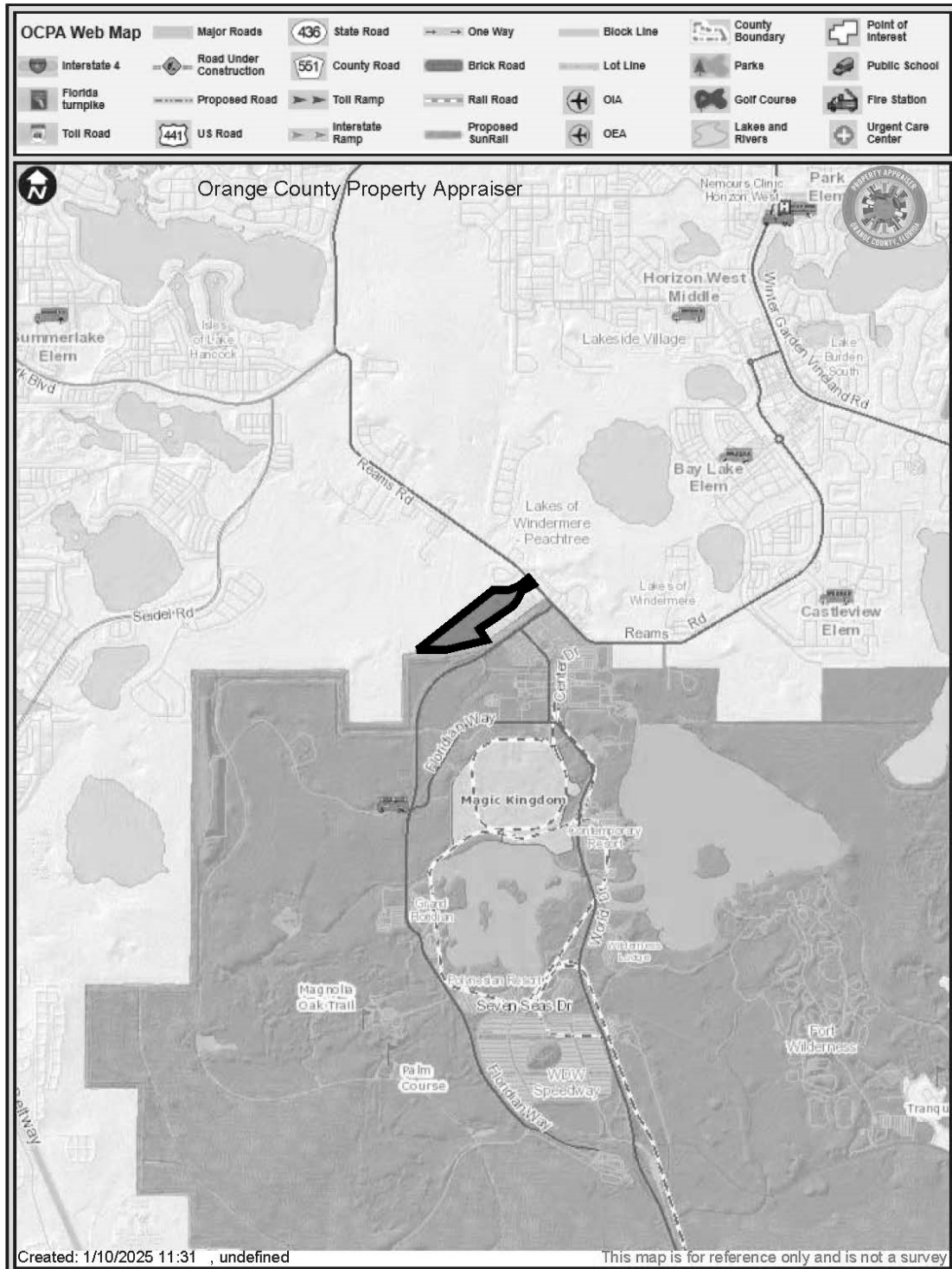


Exhibit "B"

"WINDERMERE CAY PHASE 3"

Parcel ID: 02-24-27-7150-01-001

Legal Description:

A PARCEL OF LAND IN SECTION 2, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, SAGO CAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78, PAGES 109-110, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE RUN NORTH 43°29'23" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF REAMS ROAD, FOR 451.21 FEET, TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN SOUTHWESTERLY ALONG A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 71.82 FEET, A CENTRAL ANGLE OF 6°26'57", AN ARC LENGTH OF 8.08 FEET, A CHORD LENGTH OF 8.08 FEET AND A CHORD BEARING OF SOUTH 54°04'28" WEST; THENCE RUN SOUTH 50°02'25" WEST FOR 50.13 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 176.00 FEET, A CENTRAL ANGLE OF 19°19'10", AN ARC LENGTH OF 59.35 FEET, A CHORD LENGTH OF 59.06 FEET AND A CHORD BEARING OF SOUTH 59°42'00" WEST, TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 19.50 FEET, A CENTRAL ANGLE OF 32°43'07", AN ARC LENGTH OF 11.14 FEET, A CHORD LENGTH OF 10.98 FEET AND A CHORD BEARING OF SOUTH 53°00'02" WEST; THENCE RUN SOUTH 76°14'07" WEST FOR 53.20 FEET, TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTH; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 24.50 FEET, A CENTRAL ANGLE OF 33°31'30", AN ARC LENGTH OF 14.34 FEET, A CHORD LENGTH OF 14.13 FEET AND A CHORD BEARING OF SOUTH 81°41'16" WEST, TO A POINT OF COMPOUND CURVATURE; THENCE RUN SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 148.00 FEET, A CENTRAL ANGLE OF 15°54'01", AN ARC LENGTH OF 41.07 FEET, A CHORD LENGTH OF 40.94 FEET AND A CHORD BEARING OF SOUTH 56°58'30" WEST, TO A POINT OF COMPOUND CURVATURE; THENCE RUN SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 348.00 FEET, A CENTRAL ANGLE OF 22°56'10", AN ARC LENGTH OF 139.31 FEET, A CHORD LENGTH OF 138.38 FEET AND A CHORD BEARING OF SOUTH 37°33'25" WEST, TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 335.62 FEET, A CENTRAL ANGLE OF 5°03'55", AN ARC LENGTH OF 29.67 FEET, A CHORD LENGTH OF 29.66 FEET AND A CHORD BEARING OF SOUTH 23°38'47" WEST; THENCE RUN SOUTH 21°12'14" WEST FOR 186.04 FEET, TO THE POINT OF CURVATURE OF A CURVE, CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 162.89 FEET, A CENTRAL ANGLE OF 31°51'51", AN ARC LENGTH OF 90.59 FEET, A CHORD LENGTH OF 89.43 FEET AND A CHORD BEARING OF SOUTH 37°08'09" WEST; THENCE RUN SOUTH 53°29'48" WEST FOR 73.77 FEET; THENCE RUN SOUTH 53°30'09" WEST FOR 1008.94 FEET; THENCE RUN SOUTH 35°42'19" EAST FOR 303.53 FEET; THENCE RUN SOUTH 53°30'09" WEST FOR 60.42 FEET; THENCE RUN SOUTH 77°52'27" WEST FOR 1095.42 FEET; THENCE RUN SOUTH 89°44'05" WEST FOR 565.61 FEET; THENCE RUN NORTH 51°49'00" EAST FOR 2435.77 FEET; THENCE RUN NORTH 89°47'47" EAST FOR 291.92 FEET; THENCE RUN NORTH 34°11'32" EAST FOR 10.55 FEET; THENCE RUN NORTH 71°10'44" EAST FOR 424.88 FEET; THENCE NORTH 50°02'25" EAST FOR 134.17 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF REAMS ROAD; THENCE RUN SOUTH 43°29'23" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR 120.83 FEET, TO THE POINT OF BEGINNING.

Exhibit “C”

“WINDERMERE CAY PHASE 3”

DEFICIENT SEGMENT 1

Log of Project Contributions

Ficquette Road (Summerlake Park Boulevard/Reams Road to Overstreet 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	Cost / Trip
Ficquette Road	Summerlake Park Blvd / Reams Rd	Overstreet Road	1.74	E	880	Widening from 2 to 4 Lanes	2000	1120	\$32,793
									\$32,793

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
Ficquette Road	Summerlake Park Blvd / Reams Rd	Overstreet Road	1.74	E	880	658	2000	1120	\$21,577,170

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 New Development
Ficquette Road	Summerlake Park Blvd / Reams Rd	Overstreet Road	1.74	E	880	2000	1120	658	462
									\$32,793

Updated: 01/14/2025

LOG OF PROJECT CONTRIBUTIONS (EXISTING)					
Date	Project	Project Trips	Prop-Share		
January - 2019	Existing Plus Committed	614	\$20,134,902		
January - 2019	Monk PD	8	\$151,288		
July - 2022	Lake Reams NBHD	22	\$504,834		
July - 2023	Selink PD	5	\$130,885		
July - 2023	Primerose at Lake Hancock	3	\$78,531		
July - 2024	Shoppes at Lakeview	6	\$196,758		
BACKLOGGED TOTALS:		658	\$21,197,198		

LOG OF PROJECT CONTRIBUTIONS (PROPOSED)					
Date	Project	Project Trips	Prop-Share		
December - 2024	Windermere Cay Phase 3	8	\$262,344		
TOTALS:		666	\$21,459,542		

Exhibit “C”

“WINDERMERE CAY PHASE 3”

DEFICIENT SEGMENT 2

Log of Project Contributions

Reams Road (Summerlake Park Boulevard to Floridian Place)

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	Cost / Trip
Reams Road	Summerlake Park Boulevard	Floridian Place	1.73	E	880	Widening From 2 to 4 Lanes	2000	1120	\$32,604
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
Reams Road	Summerlake Park Boulevard	Floridian Place	1.73	E	880	683	2000	1120	\$22,268,254
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 New Development
Reams Road	Summerlake Park Boulevard	Floridian Place	1.73	E	880	2000	1120	683	437
									Cost / Trip
									\$32,604

Updated: 01/13/2025

LOG OF PROJECT CONTRIBUTIONS (EXISTING)			
Date	Project	Project Trips	Prop-Share
June - 2018	Existing Plus Committed	644	\$20,996,976
June - 2018	Windermere Center	19	\$347,985
July - 2022	Lake Reams NBHD	7	\$159,705
July - 2023	Primrose at Lake Hancock	3	\$78,081
July - 2024	Shoppes at Lakeview	6	\$165,618
September - 2024	Windermere Springs	4	\$110,412
BACKLOGGED TOTALS:		683	\$21,858,777
LOG OF PROJECT CONTRIBUTIONS (PROPOSED)			
Date	Project	Project Trips	Prop-Share
December - 2024	Windermere Cay Phase 3	29	\$945,516
TOTALS:		712	\$22,804,293

Updated: 01/13/2025

Exhibit “C”

“WINDERMERE CAY PHASE 3”

DEFICIENT SEGMENT 3

Log of Project Contributions
 Reams Road (Floridian Place to Taborfield Avenue)

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	Cost / Trip
Reams Road	Floridian Place	Taborfield Avenue	1.37	E	880	Widening From 2 to 4 Lanes	2000	1120	\$25,820
								\$28,917,313	

County Share of Improvement					
Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	County (Backlog) Responsibility
Reams Road	Floridian Place	Taborfield Avenue	1.37	E	\$19,906,472

Developer Share of Improvement							
Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Cost / Trip
Reams Road	Floridian Place	Taborfield Avenue	1.37	E	880	2000	\$25,820

Updated: 01/14/2025

LOG OF PROJECT CONTRIBUTIONS			
(EXISTING)			
Date	Project	Project Trips	Prop-Share
December - 2024	Existing Plus Committed	771	\$16,853,289
BACKLOGGED TOTALS:		771	\$16,853,289
LOG OF PROJECT CONTRIBUTIONS			
(PROPOSED)			
Date	Project	Project Trips	Prop-Share
December - 2024	Windermere Cay Phase 3	8	\$206,560
TOTALS:		779	\$17,059,849

Exhibit “C”

“WINDERMERE CAY PHASE 3”

DEFICIENT SEGMENT 4

Log of Project Contributions

Summerlake Park Boulevard (Porter Road to Summerlake Groves Street)

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	Cost / Trip
Summerlake Park Boulevard	Porter Road	Summerlake Groves Street	0.80	E	880	Widening From 2 to 4 Lanes	2000	1120	\$15,077
									\$16,886,022

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
Summerlake Park Boulevard	Porter Road	Summerlake Groves Street	0.80	E	880	31	2000	1120	\$467,381

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 New Development
Summerlake Park Boulevard	Porter Road	Summerlake Groves Street	0.80	E	880	2000	1120	31	1089
									\$16,418,641
									\$15,077

Updated: 01/14/2025

LOG OF PROJECT CONTRIBUTIONS				
(EXISTING)				
Date	Project	Project Trips	Prop-Share	
July - 2022	Existing Plus Committed	19	\$28,684	
November - 2023	WVG Dental at Hamlin	1	\$12,036	
February - 2024	Hamlin Tiki Docks	3	\$36,108	
October - 2024	Stoneybrook-Spirits Hamlin	8	\$96,288	
BACKLOGGED TOTALS:		31	\$373,116	

LOG OF PROJECT CONTRIBUTIONS				
(PROPOSED)				
Date	Project	Project Trips	Prop-Share	
December - 2024	Windermere Cay Phase 3	4	\$80,308	
TOTALS:		35	\$433,424	

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“WINDERMERE CAY PHASE 3”

DEFICIENT SEGMENT 5

Log of Project Contributions

Winter Garden-Vineland Road (Sunset Boulevard to Silverlake Park Drive)

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	Cost / Trip
Winter Garden-Vineland Road	Sunset Boulevard	Silverlake Park Drive	1.57	E	2000	Widening From 4 to 6 Lanes	3020	1020	\$48,734
									\$49,708,228

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	Sunset Boulevard	Silverlake Park Drive	1.57	E	2000	749	3020	1020	\$36,501,434

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 New Development
Winter Garden-Vineland Road	Sunset Boulevard	Silverlake Park Drive	1.57	E	2000	3020	1020	749	271
									\$13,206,794
									\$48,734

Updated: 01/14/2025

LOG OF PROJECT CONTRIBUTIONS (EXISTING)				
Date	Project	Project Trips	Prop-Share	
May - 2018	Existing Plus Committed	736	\$35,868,224	
May - 2018	WNG Dental at Hamlin	3	\$82,128	
August - 2019	Hamlin Tiki Docks	3	\$84,312	
December - 2021	Stonebrook Spirits Hamlin	4	\$136,408	
May - 2024	Willamar Country Estates	3	\$102,306	
BACKLOGGED TOTALS:		749	\$36,273,376	

LOG OF PROJECT CONTRIBUTIONS (PROPOSED)				
Date	Project	Project Trips	Prop-Share	
December - 2024	Windermere Cay Phase 3	3	\$146,202	
TOTALS:		752	\$36,419,580	

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“WINDERMERE CAY PHASE 3”

DEFICIENT SEGMENT 6

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
	Reams Road	Chase Road								
Winter Garden-Vineland Road			1.35	E	2000	Widening From 4 to 6 Lanes	3020	1020	\$42,742,744	\$41,905

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
	Reams Road	Chase Road							
Winter Garden- Vineland Road			1.35	E	2000	1013	3020	1020	\$42,449,412

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 New Development	Remaining Project Cost	Cost / Trip
	Reams Road	Chase Road									
Winter Garden-Vineland Road			1.35	E	2000	3020	1020	1013	7	\$293,333	\$41,905

Updated: 01/14/2025

LOG OF PROJECT CONTRIBUTIONS (EXISTING)				
Date	Project	Project Trips	Prop-Share	
April - 2018	Existing Plus Committed	989	\$23,281,060	
April - 2018	Ladybird Academy	10	\$235,400	
May - 2018	Regions Windermere	4	\$94,160	
February - 2019	Monk PD	7	\$164,780	
August - 2019	Lakeside Village Lot 7	3	\$72,498	
BACKLOGGED TOTALS:		1013	\$23,847,898	

LOG OF PROJECT CONTRIBUTIONS (PROPOSED)				
Date	Project	Project Trips	Prop-Share	
December - 2024	Windermere Cay Phase 3	2	\$83,810	
TOTALS:		1015	\$23,931,708	

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“WINDERMERE CAY PHASE 3”

DEFICIENT SEGMENT 7

Log of Project Contributions

Winter Garden-Vineland Road (Chase Road to Ficquette 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
	Chase Road	Ficquette Road								
Winter Garden-Vineland Road			1.84	E	2000	Widening From 4 to 6 Lanes	3020	1020	\$58,256,777	\$57,115

County Share of Improvement						
Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	County (Backlog) Responsibility
Winter Garden-Vineland Road	Chase Road	Ficquette Road	1.84	E	2000	\$31,584,312

Developer Share of Improvement						
Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Cost / Trip
Winter Garden-Vineland Road	Chase Road	Ficquette Road	1.84	E	2000	\$57,115

Updated: 01/14/2025

LOG OF PROJECT CONTRIBUTIONS			
(EXISTING)			
Date	Project	Project Trips	Prop-Share
November - 2022	Existing Plus Committed	545	\$31,127,675
July - 2023	Salink PD	8	\$364,744
BACKLOGGED TOTALS:		553	\$31,492,419

LOG OF PROJECT CONTRIBUTIONS			
(PROPOSED)			
Date	Project	Project Trips	Prop-Share
December - 2024	Windermere Cay Phase 3	2	\$114,230
TOTALS:		555	\$31,606,649