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.

Calculation of PS Payment: The amount of the PS Payment for the Deficient *(a)* 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.

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 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.

Satisfaction of Transportation Improvement Requirements. County hereby (e) 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, 2 <sup>nd</sup> Floor Orlando, Florida 32801
	Orange County Public Works Department Manager, Transportation Planning Division 4200 South John Young Parkway, 2 <sup>nd</sup> Floor Orlando, Florida 32839
	Orange County Planning, Environmental, and Development Services Department Manager, Planning Division 201 South Rosalind Avenue, 2 <sup>nd</sup> 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]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

## "COUNTY"

ORANGE COUNTY, FLORIDA By: Board of County Commissioners

By: \_\_\_\_\_\_ Jerry L. Demings Orange County Mayor

Date:

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

\_\_\_\_\_

By: \_\_\_\_\_

Deputy Clerk

Print Name: \_\_\_\_\_

WITNESSES

Signature of Witness

Print Name: <u>Phillip Chadas</u> Mailing Address: 18 Juhawale Pl

Signature of Witness

Print Name: <u>Sanette M. (Educa</u>) Mailing Address: <u>15471 Pin Oak</u> Dr <u>Conroe</u>, TX 77384

**"OWNER"** 

TIMBERLOCK PARTNERS II, LP, a foreign limited partnership

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

By:

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  $\square$  physical presence or  $\square$  online notarization, this  $\square$  day of  $\square$  and  $\square$  , 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  $\square$  is personally known to me or  $\square$  has produced \_\_\_\_\_\_\_ as identification.



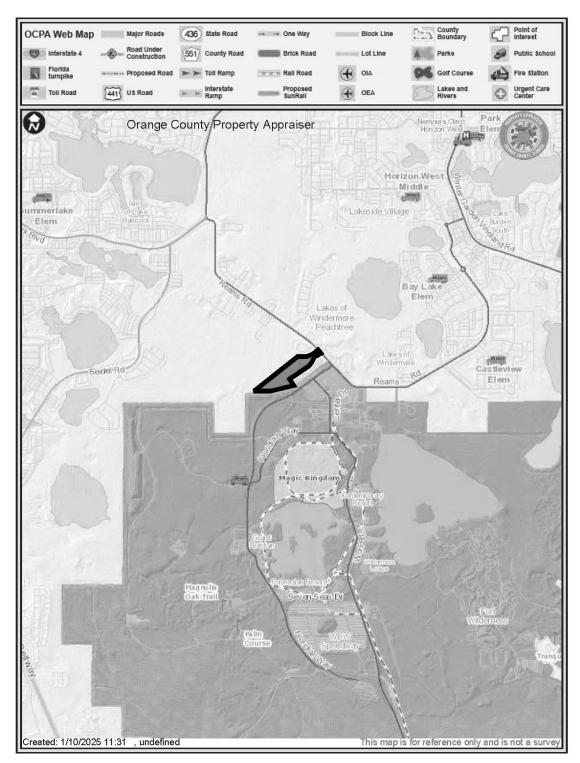
nature of Notary Public Print Name: Janice Johns Notary Public, State of: Texas Commission Expires: \_01/2

(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'C1", 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 SCUTHWESTERLY 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.

#### "WINDERMERE CAY PHASE 3"

## **DEFICIENT SEGMENT 1**

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

Updated: 01/14/2025 \$32,793

\$15,149,928

462

658

1120

		Ro	adway Impro	ovement P	Roadway Improvement Project Information	ation					
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	om - To)	Segment Adopted Length LOS	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip	
Ficquette Road	Summerlake Park Blvd / Reams Rd Overstreet Road	<b>Overstreet Road</b>	1.74	ы	880	Widening From 2 to 4 Lanes	2000	1120	\$36,727,099	\$32,793	
		Co	<b>County Share of Improvement</b>	f Improve	ment						
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	om - To)	Segment Adopted Length LOS	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility		
Ficquette Road	Summerlake Park Bivd / Reams Rd Overstreet Road	<b>Overstreet Road</b>	1.74	ш	880	658	2000	1120	\$21,577,170		
			Dev	reloper Sh	Developer Share of Improvement	ement					
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	om - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Backlogged Capacity Increase Remaining Trips New Development Project Cost	Remaining Project Cost	Cost / Trip

e Road	Ficquette Road Summerlake Park Blvd / Reams Rd Overstreet Road	<b>Overstreet Road</b>	1.74	ш	880	2000
I						
	LOG OF PROJECT	LOG OF PROJECT CONTRIBUTIONS				
	(EXIS	(EXISTING)				
	Project		<b>Project Trips</b>	Prot	Prop-Share	
	Existing Plus Committed		614	\$20,1	\$20,134,902	
	Monk PD			\$15	\$151,288	
	Lake Reams NBHD		22	\$50	\$504,834	
	Selink PD		5	\$13	\$130,885	
	Primerose at Lake Hancock		3	\$7	\$78,531	
	Shoppes at Lakeview		9	\$19	\$196,758	
	BAC	BACKLOGGED TOTALS:	658	\$21,1	\$21,197,198	
	LOG OF PROJECT	LOG OF PROJECT CONTRIBUTIONS				
	(PROF	(PROPOSED)				
	Project		<b>Project Trips</b>	Prof	Prop-Share	
4	December - 2024 Windermere Cay Phase 3		8	\$2(	\$262,344	
		TOTALS:	999	\$21,4	\$21,459,542	

# Exhibit "C"

#### "WINDERMERE CAY PHASE 3"

## **DEFICIENT SEGMENT 2**

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

01/13/2025

Updated:

\$32,604

\$14,247,770

437

83

1120

200

88

ш

1,73

Floridian Place

Summertake Park Boulevard

Reams Road

Capacity

Capacity

			Roadway Im	provemen	Roadway Improvement Project Information	rmation					
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	t (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip	
Reams Road	Summerlake Park Boulevard Floridian Place	Floridian Place	1.73	Е	880	Widening From 2 to 4 Lanes	2000	1120	\$36,516,023	\$32,604	
			<b>County Share of Improvement</b>	e of Impro	vement						
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	t (From - To)	Segment Adopted Length LOS	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity		Capacity County (Backlog) Increase Responsibility		
Reams Road	Summerlake Park Boulevard Floridian Place	Floridian Place	1.73	в	880	683	2000	1120	\$22,268,254		
			-	Developer	Developer Share of Improvement	rovement					
Planned Improvement Production	Limits of Improvement (From - To)	: (From - To)	Segment Length	Adopted LOS	Existing Generalized	Improved Generalized	Capacity Increase	Backlogged Trips	Backlogged Capacity Increase Remaining Trips New Development Project Cost	Remaining Project Cost	Cost / Trip

		Prop-Share	\$20,996,976	\$347,985	\$159,705	\$78,081	\$165,618	\$110,412	\$21,858,777			Prop-Share	\$945,516	\$22,804,293
		<b>Project Trips</b>	644	19	7	3	9	4	683	2		<b>Project Trips</b>	29	712
LOG OF PROJECT CONTRIBUTIONS	(EXISTING)	Project	<b>Existing Plus Committed</b>	Windermer Center	Lake Reams NBHD	Primerose at Lake Hancock	Shoppes at Lakeview	September - 2024 Windermere Springs	BACKLOGGED TOTALS:	LOG OF PROJECT CONTRIBUTIONS	(PROPOSED)	Project	Windermere Cay Phase 3	TOTALS:
		Date	June - 2018	June - 2018	July - 2022	July - 2023	July - 2024	September - 2024				Date	December - 2024	

Roadway(s)

### "WINDERMERE CAY PHASE 3"

## **DEFICIENT SEGMENT 3**

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

Cost / Trip

Project Cost

New Development

Trips

Increase

Generalized Capacity

Generalized Capacity

LOS

Length

Limits of Improvement (From - To)

Improvement Roadway(s) 01/14/2025

\$25,820

			Roadv	vay Improv	rement Proje	Roadway Improvement Project Information				
Planned Improvement Roadway(s)	Limits of Impro	Limits of Improvement (From - To) Segment Adopted Generalized Length LOS Capacity	Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost / Trip	Cost / Trip
Reams Road	Floridian Place	Reams Road Floridian Place Taborfield Avenue 1.37	1.37	в	880	Widening From 2 to 4 Lanes	2000	1120	\$28,917,313	\$25,820
			Count	y Share of	<b>County Share of Improvement</b>	t				
Planned Improvement	l imite of Imnro	Planned Immrovement (Erom - To)	Segment	Adopted	Segment Adopted Concretized	Backlogged	Improved	Capacity	Capacity County (Backlog)	

2000 1120 771 349 \$9,010,841	Updated:										1
E 880				Prop-Share	\$16,853,289	\$16,853,289			Prop-Share	\$206,560	\$17,059,849
1.37		UTIONS		<b>Project Trips</b>	771	771	UTIONS		<b>Project Trips</b>	8	6/1
Reams Road Floridian Place Taborfield Avenue		LOG OF PROJECT CONTRIBUTIONS	(EXISTING)	Project	December - 2024 Existing Plus Committed	BACKLOGGED TOTALS: 771	LOG OF PROJECT CONTRIBUTIONS	(PROPOSED)	Project	December - 2024 Windermere Cay Phase 3	TOTALS:
Reams Road				Date	December - 2024				Date	December - 2024	

### "WINDERMERE CAY PHASE 3"

## **DEFICIENT SEGMENT 4**

## Log of Project Contributions Summerlake Park Boulevard (Porter Road to Summerlake Groves Street)

		Ro	adway Impro	vement Pr	Roadway Improvement Project Information	ation				
Planned Improvement Roadway(s)	Limits of I	Limits of Improvement (From - To)	Segment Adopted Length LOS		Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
mertake Park Boulevard	Porter Road	Summerlake Park Boulevard Porter Road Summerlake Groves Street	0.80	E	880	Widening From 2 to 4 Lanes	2000	1120	\$16,886,022	\$15,077
		Col	<b>County Share of Improvement</b>	f Improven	nent					
Planned Improvement Roadway(s)	Limits of I	Limits of Improvement (From - To)	Segment Adopted Length LOS		Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility	
nmerlake Park Boulevard	Porter Road	Summerlake Park Boulevard Porter Road Summerlake Groves Street	0.80	Е	880	31	2000	1120	\$467,381	
			Dev	eloper Shi	<b>Developer Share of Improvement</b>	ement				

						p-Share	Pro	Project Trips Prop-Share	Project		Date
									(EXISTING)		
									LOG OF PROJECT CONTRIBUTIONS	0 901	
Updated: 01/14/2025	Updated:										
\$15,077	1089 \$16,418,641 \$15,077	1089	31	2000 1120	2000	880	В	0.80	Summertake Groves Street	Porter Road	Summerlake Park Boulevard Porter Road Summerlake Groves Street 0.80 E
Cost / Trip	Remaining Project Cost	Capacity Backlogged Capacity Increase Remaining Cost/Trip Increase Trips New Development Project Cost	Backlogged Trips	Capacity Increase	Segment Adopted Existing Improved Length LOS Capacity Capacity Capacity	Existing Improved Generalized Generalized Capacity Capacity	Adopted LOS	Segment Length	Limits of Improvement (From - To)	Limits of I	Planned Improvement Roadway(s)

	LOG OF PROJECT CONTRIBUTIONS		
	(EXISTING)		
Date	Project	<b>Project Trips</b>	Prop-Share
July - 2022	Existing Plus Committed	19	\$228,684
November - 2023	WMG 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	<b>Project Trips</b>	Prop-Share
December - 2024	Windermere Cay Phase 3	4	\$60,308
	TOTALS:	35	\$433,424

\$36,501,434

1020

3020

749

2000

ш

1.57

Silverlake Park Drive

Sunset Boulevard

Winter Garden-Vineland Road

# Exhibit "C"

## "WINDERMERE CAY PHASE 3"

## **DEFICIENT SEGMENT 5**

## Log of Project Contributions Winter Garden-Vineland Road (Sunset Boulevard to Silverlake Park Drive)

Updated: 01/14/2025

		Roadwa	ay Improvem	ent Projec	<b>Roadway Improvement Project Information</b>					
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	ent (From - To)	Segment Adopted G	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost / Trip	Cost / Trip
Winter Garden-Vineland Road	Sunset Boulevard	Silvertake Park Drive 1.57	1.57		E 2000	Widening From 4 to 6 Lanes	3020	1020	\$49,708,228	\$48,734
		County	<b>County Share of Improvement</b>	rovement						
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	ent (From - To)	Segment Adopted G Length LOS	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	Improved Capacity County (Backlog) Generalized Increase Responsibility	

		ġ	sour
		Cost / Trip	\$48,7;
		Remaining Project Cost	\$13,206,794 \$48,734
		Capacity Backlogged Capacity Increase Remaining Increase Trips New Development Project Cost	271
		Backlogged Trips	1020 749
		Capacity Increase	1020
	nt	Segment Adopted Existing Improved Ceneralized Ceneralized Inc	3020
	<b>Developer Share of Improvemen</b>	Existing Generalized Capacity	2000
	er <mark>Share o</mark>	Adopted LOS	3
	Develop	Segment Length	1.57
			Sunset Boulevard Silverlake Park Drive 1.57
		Limits of Improvement (From - To)	Sunset Boulevard
		Planned Improvement Roadway(s)	Winter Garden-Vineland Road

	LOG OF PROJECT CONTRIBUTIONS		
	(EXISTING)		
Date	Project	<b>Project Trips</b>	Prop-Share
May - 2018	Existing Plus Committed	736	\$35,868,224
May - 2018	WMG Dental at Hamlin	3	\$82,128
August - 2019	Hamlin Tiki Docks	3	\$84,312
December - 2021	Stoneybrook Spirits Hamlin	4	\$136,408
May - 2024	Willamar Country Estates	3	\$102,306
	BACKLOGGED TOTALS:	749	\$36,273,378
	LOG OF PROJECT CONTRIBUTIONS		
	(PROPOSED)		
Date	Project	<b>Project Trips</b>	Prop-Share
December - 2024	Windermere Cay Phase 3	3	\$146,202
	TOTALS:	752	\$36,419,580

## "WINDERMERE CAY PHASE 3"

## **DEFICIENT SEGMENT 6**

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

	t Cost Cost / Trip	744 \$41,905
	Total Project Cost	\$42,742,744
	Capacity Increase	1020
	Improved Generalized Capacity	3020
formation	Type of Improvement	Widening From 4 to 6 Lanes
Roadway Improvement Project Information	Existing Generalized Capacity	2000
mproveme	Segment Adopted Length LOS	E
Roadway		1.35
	Limits of Improvement (From - To)	Chase Road
	Limits of Improv	Reams Road
	Planned Improvement Roadway(s)	Winter Garden-Vineland Road

				Develope	<b>Developer Share of Improvement</b>	provement					
Planned Improvement Roadway(s)	Limits of Improv	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Segment Adopted Existing Improved Ceneralized Los Capacity Capacity		Backlogged Trips	Capacity Backlogged Capacity Increase Remaining Cost/Trip Increase Trips New Development Project Cost	Remaining Project Cost	Cost / Trip
/inter Garden-Vineland Road	Reams Road	Reams Road Chase Road	1.35	E	2000	3020	1020	1013	7	\$293,333 \$41,905	\$41,905
										Updated:	Updated: 01/14/2025
	LOG OF PROJ	LOG OF PROJECT CONTRIBUTIONS	S								

	LOG OF PROJECT CONTRIBUTIONS	S	
	(EXISTING)		
Date	Project	<b>Project Trips</b>	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	S	
	(PROPOSED)		
Date	Project	<b>Project Trips</b>	Prop-Share
December - 2024	Windermere Cay Phase 3	2	\$83,810

\$23,931,708 \$83,810

> 1015 2

> > TOTALS:

## "WINDERMERE CAY PHASE 3"

## **DEFICIENT SEGMENT 7**

Log of Project Contributions

Winter Garden-Vineland Road (Chase Road to Ficquette Road)

\$57,115

\$26,672,466

467

553

1020

3020

2000

ш

1.84

Ficquette Road

Chase Road

Winter Garden-Vineland Road

Updated: 01/14/2025

							Γ		Cost / Trip
	Trip	15							
	Cost / Trip	\$57,115							Remair Project
	Total Project Cost	\$58,256,777			County (Backlog) Responsibility	\$31,584,312			Capacity Backlogged Capacity Increase Remaining Increase Trips New Development Project Cost
	Capacity Increase	1020			Capacity Increase	1020			Backlogged Trips
	Improved Generalized Capacity	3020			Improved Generalized Capacity	3020			Capacity Increase
ormation	Type of Improvement	Widening From 4 to 6 Lanes			Backlogged Trips	553	rovement	DIOVEILIEUL	Improved Generalized Capacity
Roadway Improvement Project Information	Existing Generalized Capacity	2000		ovement	Existing Generalized Capacity	2000	. Change at law		Existing Generalized Capacity
nproveme		В		re of Impr		E		Developer Share of Improvement	Adopted LOS
Roadway In	Segment Adopted Length LOS	1.84		<b>County Share of Improvement</b>	Segment Adopted Length LOS	1.84			Segment Adopted Length LOS
	Limits of Improvement (From - To)	Ficquette Road			Ficquette Road			Limits of Improvement (From - To)	
	Limits of Improv	Chase Road			Limits of Improv	Chase Road			Limits of Improv
	Planned Improvement Roadway(s)	Winter Garden-Vineland Road			Planned Improvement Roadway(s)	Winter Garden-Vineland Road			Planned Improvement Roadway(s)