




Interoffice Memorandum

AGENDA ITEM

October 2, 2019

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

FROM: Jon V. Weiss, P.E., Chairman   
Roadway Agreement Committee

SUBJECT: October 22, 2019 – Consent Item  
Proportionate Share Agreement For Dean Apartments  
University Boulevard

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Dean Apartments University Boulevard ("Agreement") by and between Heron Senior Housing, L.L.C., Dean and Univ. Investments, LLC, James W. Hickman Marital Trust, and Orange County for a proportionate share payment in the amount of \$124,656. 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 16 deficient trips on the road segment of University Boulevard from Dean Road to Rouse Road in the amount of \$7,791 per trip.

The Roadway Agreement Committee approved the Agreement on October 2, 2019. 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.

**ACTION REQUESTED: Approval and execution of Proportionate Share Agreement for Dean Apartments University Boulevard by and between Heron Senior Housing, L.L.C., Dean and Univ. Investments, LLC, James W. Hickman Marital Trust, and Orange County for a proportionate share payment in the amount of \$124,656. District 5**

JVW/HEGB/fb  
Attachment

BCC Mtg. Date: October 22, 2019

This instrument prepared by  
and after recording return to:

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

Parcel ID Numbers:  
08-22-31-0000-00-003  
08-22-31-0000-00-195  
08-22-31-0000-00-165

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

**PROPORTIONATE SHARE AGREEMENT FOR  
DEAN APARTMENTS**

**UNIVERSITY BOULEVARD**

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 HERON SENIOR HOUSING, L.L.C., a Florida limited liability company, whose mailing address is 1901 Ulmerton Road, Suite 475, Clearwater, Florida 33762, and DEAN AND UNIV. INVESTMENTS, LLC, a Florida limited liability company, whose mailing address is P.O. Box 941618, Maitland, Florida 32794, and JAMES W. HICKMAN MARITAL TRUST, whose mailing address is P.O. Box 941618, Maitland, Florida 32794, (each an “**Owner**”, and collectively, the “**Owners**”), 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, Owners are the owners 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 5, and the proceeds of the PS Payment, as defined herein, will be allocated to University Boulevard and/or appropriate parallel facilities; and

WHEREAS, Owners intend to develop the Property as two hundred twenty-eight (228) apartment units, referred to and known as Dean Apartments (the “**Project**”); and

WHEREAS, Owners received a letter from County dated May 29, 2019, stating that Owners’ Capacity Encumbrance Letter (“**CEL**”) application #CEL-19-04-026 for the Project was denied; and

WHEREAS, the Project will generate sixteen (16) deficient PM Peak Hour trips (the “**Excess Trips**”) for the deficient roadway segment on University Boulevard from Dean Road to Rouse Road (the “**Deficient Segment**”), and zero (0) PM Peak Hour trips were available on the Deficient Segment on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Excess Trips will cause the Deficient Segment to operate below adopted Level of Service standards; therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owners have requested to provide the County with proportionate share mitigation for the Excess Trips; and

WHEREAS, University Boulevard is a constrained road and is not anticipated to be widened beyond six (6) lanes; and

WHEREAS, that certain roadway identified as East West Road runs parallel to University Boulevard from Dean Road to Rouse Road (the “**Alternative Deficient Segment**”) and has been identified in the Orange County Long Range Transportation Plan as the reliever facility for University Boulevard in East Orange County; and

WHEREAS, Owners and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Alternative Deficient Segment through the current anticipated Project buildout is one hundred twenty-four thousand six hundred fifty-six and 00/100 Dollars (\$124,656.00) (the “**PS Payment**”); and

WHEREAS, County and Owners 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 Owners 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 Alternative Deficient Segment, as described in Exhibit “C,” totals one hundred twenty-four thousand six hundred fifty-six and 00/100 Dollars (\$124,656.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owners and County agree that the Excess Trips will constitute the Project’s impact on the aforementioned Deficient Segment based upon (i) Owners’ Traffic Study titled “DEAN APARTMENTS” prepared by TRAFFIC & MOBILITY CONSULTANTS LLC, dated May 7, 2019 for THE EVERETT COMPANY (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 May 7, 2019, and is on file and available for inspection with that division (CMS #2019026). Owners 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 Owners are 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 Alternative Deficient Segment or actual traffic impacts created by the Project; provided, however, that if Owners subsequently increase 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. Owners 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, Owners shall deliver a check to County in the amount of one hundred twenty-four thousand six hundred fifty-six and 00/100 Dollars (\$124,656.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Planning, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, if the Property's future land use designation and zoning are consistent with the Project's proposed development, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segment. Within the time frame provided in the CEL, the Owners 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 Owners have not paid the PS Payment within ninety (90) days of the Effective Date, one extension of ninety (90) days may be granted by the manager of County's Transportation Planning Division. In the event Owners have 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 Segment or other segments within the transportation impact area, as defined by County. Owners understand and agree that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owners are precluded from asserting any such vesting. In addition, Owners understand and agree 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 Owners' 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, Owners 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. Owners shall be entitled to fully and completely develop the Project, without regard to whether the improvements to the Alternative Deficient Segment are actually constructed; provided, however, Owners shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owners' 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 Owners 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 Owners agree that Owners 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 Owners in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owners 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, Owners shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees.

**Section 4. No Refund.** The PS Payment (including any capacity reservation fees paid with the PS Payment) is non-refundable.

**Section 5. Notice.** With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owner: Heron Senior Housing, L.L.C.  
R. Tom Chapman, Manager  
1901 Ulmerton Road, Suite 475  
Clearwater, Florida 33762

As to Owner: Dean and Univ. Investments, LLC  
André F. Hickman, Manager  
P.O. Box 941618  
Maitland, Florida 32794

Proportionate Share Agreement, DEAN APARTMENTS  
Heron Senior Housing, L.L.C., Dean and Univ. Investments, LLC, and James W. Hickman Marital Trust for  
University Boulevard, 2019

As to Owner: James W. Hickman Marital Trust  
André F. Hickman, Co-Trustee  
Sidney Vihlen II, Co-Trustee  
P.O. Box 941618  
Maitland, Florida 32794

With copy to: Pollack Shores Real Estate Group, LLC  
Michael Blair, Authorized Signatory  
5605 Glenridge Drive NE, Suite 775  
Atlanta, Georgia 30342

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  
Planning, Environmental, and Development Services 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 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 Owners 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 Owners' 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 Owners 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.

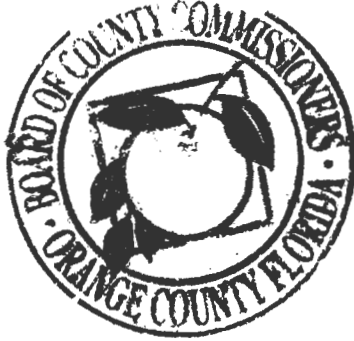
**Section 13. Termination.** In the event either (i) Owners have not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, as contemplated in Subsection 2(b), or (ii) Owners have timely paid the PS Payment to County and the Project has been constructed on the Property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

**Section 14. 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, DEAN APARTMENTS  
Heron Senior Housing, L.L.C., Dean and Univ. Investments, LLC, and James W. Hickman Marital Trust for  
University Boulevard, 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: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: 22 Oct 19

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

By: *Jennifer Klimetz*  
for Deputy Clerk

Print Name: Jennifer Klimetz



Proportionate Share Agreement. DEAN APARTMENTS  
Heron Senior Housing, L.L.C., Dean and Univ. Investments, LLC, and James W. Hickman Marital Trust for  
University Boulevard, 2019

**WITNESSES:**

Nina Duren

Print Name: NINA DUREN

Mike Galvin

Print Name: MIKE GALVIN

**"OWNER"**

HERON SENIOR HOUSING, L.L.C., a  
Florida limited liability company

By: R. Tom Chapman

Print Name: R. Tom Chapman

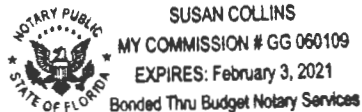
Title: Manager

Date: 9.24.2019

**STATE OF FLORIDA**  
**COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me by R. Tom Chapman, as Manager of HERON SENIOR HOUSING, L.L.C., a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 24 day of SEPTEMBER, 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 24 day of SEPTEMBER, 2019.



Susan Collins  
NOTARY PUBLIC

Print Name: SUSAN COLLINS

My Commission Expires: 2.3.2021

Proportionate Share Agreement, DEAN APARTMENTS  
Heron Senior Housing, L.L.C., Dean and Univ. Investments, LLC, and James W. Hickman Marital Trust for  
University Boulevard, 2019

**WITNESSES:**

Andre C Roberts-Singleton

Print Name: Andre C Roberts-Singleton

Paul Sills

Print Name: Paul Sills

**“OWNER”**

DEAN AND UNIV. INVESTMENTS, LLC,  
a Florida limited liability company

By: Andre F. Hickman

Print Name: Andre F. Hickman

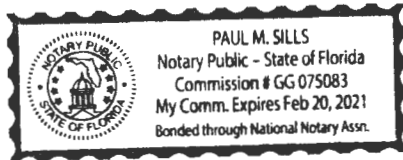
Title: Manager

Date: 9/27/19

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by André F. Hickman, as Manager of DEAN AND UNIV. INVESTMENTS, LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 27<sup>th</sup> day of September, 2019. He/she is personally known to me or has produced n/a (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 27<sup>th</sup> day of September, 2019.



Paul M. Sills  
NOTARY PUBLIC

Print Name: Paul M. Sills

My Commission Expires: 2/20/21

WITNESSES:

Andre C Roberts-Singleton

Print Name: Andre C Roberts-Singleton

[Signature]

Print Name: Paul Sills

“OWNER”

JAMES W. HICKMAN MARITAL TRUST

By: [Signature]

Print Name: André F. Hickman

Title: Co-Trustee

Date: 9/27/19

WITNESSES:

Andre C Roberts-Singleton

Print Name: Andre C Roberts-Singleton

[Signature]

Print Name: Paul Sills

By: [Signature]

Print Name: Sidney Vihlen

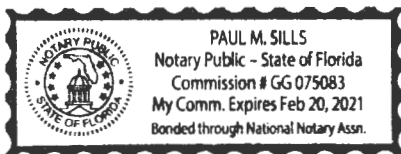
Title: Co-Trustee

Date: 9/27/19

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by André F. Hickman, as Co-Trustee of JAMES W. HICKMAN MARITAL TRUST, who is known by me to be the person described herein and who executed the foregoing, this 27<sup>th</sup> day of September, 2019. He/she is personally known to me or has produced nil (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 27<sup>th</sup> day of September, 2019.



[Signature]

NOTARY PUBLIC

Print Name: Paul M. Sills

My Commission Expires: 2/20/21

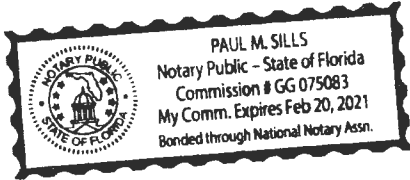
[Signatures appear on following page]

Proportionate Share Agreement, DEAN APARTMENTS  
Heron Senior Housing, L.L.C., Dean and Univ. Investments, LLC, and James W. Hickman Marital Trust for  
University Boulevard, 2019

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by Sidney Vihlen II, as Co-Trustee of JAMES W. HICKMAN MARITAL TRUST, who is known by me to be the person described herein and who executed the foregoing, this 27<sup>th</sup> day of September, 2019. He/she is personally known to me or has produced n/a (type of identification) as identification and did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 27<sup>th</sup> day of September, 2019.



NOTARY PUBLIC

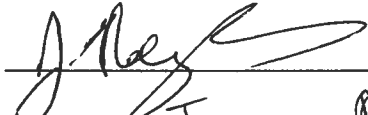
Print Name: Paul M. Sills


My Commission Expires: 2/20/21

### JOINDER AND CONSENT

POLLACK SHORES DEVELOPMENT, LLC, a Georgia limited liability company, (the “Applicant”) hereby joins in and consents to the above Proportionate Share Agreement (the “Mitigation”) for Dean Apartments for University Boulevard, (the “Agreement”), for itself and on behalf of any affiliate of POLLACK SHORES DEVELOPMENT, LLC that receives an assignment of the Agreement, and further agrees to comply with the conditions and procedure to aid in the monitoring and enforcement of the assignee’s performance of the Applicant’s obligations with regard to Mitigation under this Agreement.

**WITNESSES:**

  
\_\_\_\_\_  
Print Name: Jeremy Reynolds

  
\_\_\_\_\_  
Print Name: Jay Lively

CRP/POLLACK DEAN ROAD OWNER,  
L.L.C., a Delaware limited liability company

For POLLACK SHORES CAPITAL II, LLC,  
a Georgia limited liability company as sole  
member

By POLLACK SHORES REAL ESTATE  
GROUP, LLC, a Georgia limited liability  
company as its manager

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

Print Name: Michael Blair

Title: Authorized Signatory

Date: 9.19.19

[Signatures appear on following page]

Proportionate Share Agreement, DEAN APARTMENTS  
Heron Senior Housing, L.L.C., Dean and Univ. Investments, LLC, and James W. Hickman Marital Trust for  
University Boulevard, 2019

STATE OF Georgia  
COUNTY OF Fulton

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Michael Blair, as Authorized Signatory of POLLACK SHORES REAL ESTATE GROUP, LLC, a Georgia limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 19 day of September, 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 19 day of September, 2019.

Heather Peppers  
NOTARY PUBLIC

Print Name: Heather Peppers

My Commission Expires: 4-10-22



**Exhibit "A"**  
**"DEAN APARTMENTS"**  
**Project Location Map**



**Exhibit "B"**

**"DEAN APARTMENTS"**

Parcel IDs: 08-22-31-0000-00-003, 08-22-31-0000-00-195, and 08-22-31-0000-00-165

**Legal Description:**

COMMENCING AT THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE S89°58'33"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 674.10 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE S00°25'27"E ALONG THE EAST LINE OF SAID WEST 1/2 FOR A DISTANCE OF 74.03 FEET TO THE POINT OF BEGINNING; THENCE S89°58'09"E A DISTANCE OF 326.88 FEET; THENCE S00°01'39"W A DISTANCE OF 120.40 FEET; THENCE S15°09'42"E A DISTANCE OF 231.06 FEET; THENCE S29°39'12"W A DISTANCE OF 95.78 FEET; THENCE S02°02'48"W A DISTANCE OF 196.85 FEET; THENCE S47°51'43"W A DISTANCE OF 168.62 FEET; THENCE S47°57'51"W A DISTANCE OF 127.77 FEET; THENCE S89°34'33"W A DISTANCE OF 106.77 FEET; THENCE S00°25'38"E A DISTANCE OF 266.36 FEET; THENCE N89°58'33"W A DISTANCE OF 475.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF DEAN ROAD (STATE ROAD S-425 125' RIGHT OF WAY) THENCE N04°16'55"E ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 528.27 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE GO S89°58'33"E A DISTANCE OF 432.08 FEET TO THE AFOREMENTIONED EAST LINE OF SAID WEST 1/2 THENCE N00°25'28"W ALONG SAID EAST LINE A DISTANCE OF 562.58 FEET TO THE POINT OF BEGINNING HAVING AN AREA OF 11.39 ACRES MORE OR LESS



**Exhibit "C"**

**"DEAN APARTMENTS"**

**ALTERNATIVE DEFICIENT SEGMENT**

**Log of Project Contributions  
 East West Road (Dean Road to Rouse 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

**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

**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

Updated: 9/6/19

**Log of Project Contributions**

Date	Project	Project Trips	Prop Share
Existing	Existing plus Committed	0	\$0
		0	\$0
			\$0
			\$0
			\$0
Backlogged Totals:		0	\$0
Proposed	Dean Apartments	16	\$124,656
			\$0
			\$0
			\$0
Totals:		16	\$124,656