#### Interoffice Memorandum



November 11, 2020

TO: Mayor Jerry L. Demings

-AND-

**County Commissioners** 

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

Roadway Agreement Committee

SUBJECT: December 15, 2020 – Consent Nem

Proportionate Share Agreement for O'Reilly Auto Parts Store – Bithlo

(BTH) Colonial Drive (SR50) and Chuluota Road

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Share Agreement for O'Reilly Auto Parts Store – Bithlo (BTH) Colonial Drive (SR50) and Chuluota Road ("Agreement") by and between O'Reilly Automotive Stores, Inc., and Orange County for a proportionate share payment in the amount of \$98,187. 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 one deficient trip on the road segments of Colonial Drive (SR50) from Avalon Park Boulevard to S. Tanner Road in the amount of \$24,277 per trip, and two deficient trips on the road segment of Colonial Drive (SR50) from S. Tanner Road to Chuluota Road in the amount of \$26,975 per trip, and one deficient trip on the road segments of Chuluota Road from Colonial Drive (SR50) to Lake Pickett Road in the amount of \$19,960 per trip.

The Roadway Agreement Committee recommended approval on November 11, 2020. 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 O'Reilly Auto Parts Store – Bithlo (BTH) Colonial Drive (SR50) and Chuluota Road by and between O'Reilly Automotive Stores, Inc. and Orange County for a proportionate share payment in the amount of \$98,187.

**District 5** 

JVW/HEGB/fb Attachment APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

BCC Mtg. Date: December 15, 2020

This instrument prepared by and after recording return to:

Legal Department c/o Sandra Haynes O'Reilly Automotive Stores, Inc. 233 Patterson Springfield, Missouri 65802

Parcel ID Number: 21-22-32-2337-00-190

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

# PROPORTIONATE SHARE AGREEMENT FOR O'REILLY AUTO PARTS STORE – BITHLO (BTH)

#### COLONIAL DRIVE (SR50) AND CHULUOTA ROAD

This Proportionate Share Agreement (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between O'Reilly Automotive Stores, Inc., a Missouri Corporation ("Owner"), whose principal place of business is 233 Patterson Springfield, Missouri 86802, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("County"), whose address is P.O. Box 1393, Orlando, FL 32802-1393.

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

WHEREAS, the Property is located in County Commission District 5, within the County's Urban Service Area, and the proceeds of the PS Payment, as defined herein, will be allocated to Colonial Drive (SR50), and

WHEREAS, Owner intends to develop the Property as 7,627 square feet auto parts retail store, referred to and known as O'Reilly Auto Parts Store – Bithlo (BTH) (the "**Project**"); and

WHEREAS, Owner received a letter from County dated <u>September 22, 2020</u>, stating that Owner's Capacity Encumbrance Letter ("CEL") application #20-06-050 for the Project was denied; and

WHEREAS, the Project will generate 1 deficient PM Peak Hour trip (the "Excess Trip 1") for the deficient roadway segment on Colonial Drive (SR50) from Avalon Park Boulevard to S. Tanner Road (the "Deficient Segment 1"), and 0 PM Peak Hour trips were available on Deficient Segment I on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, the Project will generate 2 deficient PM Peak Hour trips (the "Excess Trips 2") for the deficient roadway segment on <u>Colonial Drive (SR50)</u> from <u>S. Tanner Road</u> to <u>Chuluota Road</u> (the "Deficient Segment 2"), and 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 1 deficient PM Peak Hour trip (the "Excess Trip 3") for the deficient roadway segment on <u>Chuluota Road</u> from <u>Colonial Drive (SR50)</u> to <u>Lake Pickett Road</u> (the "Deficient Segment 3"), and 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 Excess Trip(s) 1, Excess Trip(s) 2 and Excess Trip(s) 3 shall be referred to herein collectively as the Excess Trips; and

WHEREAS, the Deficient Segment 1, Deficient Segment 2 and Deficient Segment 3 shall be referred to herein collectively as the Deficient Segments; and

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

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is ninety eight thousand one hundred eighty seven and 00/100 Dollars (\$98,187.00) (the "PS Payment"); and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between them as to the development of the Property into the Project.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between Owner and County, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

#### Section 2. PS Payment; CEL.

Calculation of PS Payment: The amount of the PS Payment for the Deficient Segments, as described in Exhibit "C," totals ninety eight thousand one hundred eighty seven and 00/100 Dollars (\$98,187.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trips will constitute the Project's impact on the aforementioned Deficient Segments based upon (i) Owner's Traffic Study titled Traffic Impact Analysis prepared by Orange County's Transportation Planning Division, dated September 17, 2020 for O'Reilly Auto Parts Store - Bithlo (BTH) (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 September 17, 2020, and is on file and available for inspection with that division (CMS #2020050). Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within Orange County's jurisdiction, notwithstanding any subsequent variance in the actual cost of improvement to the Deficient Segments or actual traffic impacts created by the Project; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2(d) below. Owner and County further acknowledge and agree that the calculation of, and agreement regarding, the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement.

- Timing of PS Payment, Issuance of CEL. Within ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of ninety eight thousand one hundred eighty seven and 00/100 Dollars (\$98,187.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Planning, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, if the Property's future land use designation and zoning are consistent with the Project's proposed development, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segments. Within the time frame provided in the CEL, the Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial capacity reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within ninety (90) days of the Effective Date, one extension of ninety (90) days may be granted by the manager of County's Transportation Planning Division. In the event Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, this Agreement shall become null and void.
- (c) Project Development. Recordation of a subdivision plat or approval of a commercial site plan for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in subparagraph 2(b) above.
- (d) Increase in Project Trips. Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segments or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.
- (e) Satisfaction of Transportation Improvement Requirements. County hereby acknowledges and agrees that upon Owner's payment of the PS Payment as required herein, and absent any change in the Project increasing the number of trips as set forth in subparagraph 2(d) above, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether the improvements to the Deficient Segments are actually constructed; provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Additionally, nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws,

regulations, and/or Orange County Code provisions or from making the required payment of transportation impact fees applicable to the Project, subject to credits as set forth in Section 3 below.

Section 3. Transportation Impact Fee Credits. County and Owner agree that Owner shall be entitled to receive transportation impact fee credits on a dollar for dollar basis in an amount up to but not exceeding the PS Payment in accordance with Section 163.3180, Florida Statutes, and as specifically described in Exhibit "C." County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees.

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

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

As to Owner: Legal Department c/o Sandra Haynes

O'Reilly Automotive Stores, Inc.

233 Patterson

Springfield, Missouri 65802

With copy to: Cardno

380 Park Place Boulevard Clearwater, Florida 33759

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, 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 and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.
- **Section 7. Recordation of Agreement.** The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business days after the Effective Date.
- **Section 8. Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.
- **Section 9. Specific Performance.** County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.
- **Section 10. Attorney Fees.** In the event either party hereto brings an action or proceeding including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.
- Section 11. Construction of Agreement; Severability. Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

Proportionate Share Agreement, O'Reilly Auto Parts Store – Bithlo (BTH) O'Reilly Automotive Stores Inc. for Colonial Drive (SR50) and Chuluota Road, 2020

- **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 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, O'Reilly Auto Parts Store - Bithlo (BTH)
O'Reilly Automotive Stores Inc. for Colonial Drive (SR50) and Chuluota Road, 2020

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.

"COUNT	Y"
ORANGE	COUNTY, FLORIDA
By: Board	l of County Commissioners
By: $\mathcal{F}_{1}$	und. Bwok
Jerry I	C. Demings e County Mayor
orang	e County Mayor
Date:	DEC 1 5 2020

	Date: _	DEC 1 5 2020
ATTEST: Phil Diamond, CPA, County Comp As Clerk of the Board of County Commissions By:		ST. COMMITTEE OF STREET
Deputy Clerk Print Name: Katle Smith	_	
i fine ivaine.		SEE COUNTY F.CO.

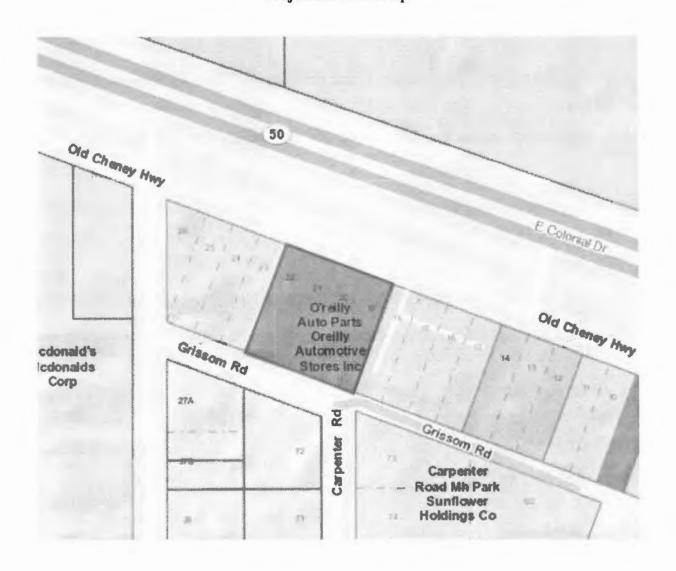
Proportionate Share Agreement, O'Reilly Auto Parts Store – Bithlo (BTH) O'Reilly Automotive Stores Inc. for Colonial Drive (SR50), 2020

WITNESSES:	"OWNER"
Print Name: Karen Jenson  Ly Lilly  Print Name: A para (C. Sh.)	O'Reilly Automotive Stores Inc., a Missouri Corporation  By:  Print Name: Scott Kraus  Title: Sr. Vice President of Real Estate & Expansion  Date: 10-30-20
online notarization, this 334 day of 0? President of Real Estate & Expansion of 0?R	ed before me by means of physical presence or
WITNESS my hand and official seal of Detober, 2020	in the County and State last aforesaid this 33th day
(Notary Stamp)	Signature of Notary Public Print Name: Kuren (Varie Danie)
KAREN MARIE DANIEL Notary Public – Notary Seal STATE OF MISSOUR! Dade County My Commission Expires Apr. 13, 2024 Commission #20775524	Notary Public, State of: Missouri Commission Expires: 4-13-24

Exhibit A

"O'REILLY AUTO PARTS STORE – BITHLO (BTH)"

Project Location Map



#### Exhibit "B"

## "O'REILLY AUTO PARTS STORE - BITHLO (BTH)"

Parcel ID: 21-22-32-2337-00-190

#### **Legal Description:**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 21, TOWNSHIP 22 SOUTH, RANGE 32 EAST, 0RANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID SECTION N00°03'18"E FOR A DISTANCE OF 404.35 FEET TO A POINT; THENCE LEAVING SAID WEST SECTION LINE S69°27'03"E FOR A DISTANCE OF 182.02 FEET TO A 1/2" REBAR FOUND, SAID POINT BEING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED PARCEL OF LAND; THENCE N20°27'59"E FOR A DISTANCE OF 199.97 FEET TO A 5/8" REBAR & CAP FOUND (LS2494) ALONG THE SOUTHERLY RIGHT OF WAY OF OLD CHENEY HIGHWAY (VARIABLE PUBLIC R/W): THENCE ALONG SAID RIGHT OF WAY OF OLD CHENEY HIGHWAY S69°26'37"E FOR A DISTANCE OF 200.22 FEET TO A 5/8" REBAR & CAP FOUND (LS2494); THENCE LEAVING SAID RIGHT OF WAY OF OLD CHENEY HIGHWAY S20°33'36"W FOR A DISTANCE OF 199.94 FEET TO A 5/8" REBAR FOUND ALONG THE NORTHERLY RIGHT OF WAY OF GRISSOM ROAD (60' PUBLIC R/W); THENCE ALONG SAID RIGHT OF WAY OF GRISSOM ROAD N69°27'03"W FOR A DISTANCE OF 199.89 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 40,002 SQUARE FEET OR 0.918 ACRES MORE OR LESS.

#### Exhibit "C"

# "O'REILLY AUTO PARTS STORE - BITHLO (BTH)"

# **DEFICIENT SEGMENT [1]**

Log of Project Contributions
Colonial Drive (SR50) from Avalon Park Boulevard to S. Tanner Road

			Ros	dway	Roadway Improvement Project Information	ant Projec	t informat	tion				
Planned Improvement Roadway(s)		its of improver	Limits of improvement (From - To)	Segment	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Incresse	Total Project Cost	Cost / Tnp	
Calenal Dr		Avaion Park Blvd	S Tenner Rd	1.06	۵۱	1580	Weden from 4 to 6 lanes	2400	820	\$19,907,014	\$24.277	
			S	ounty	County Share of Improvement	nprovem	ent					
Planned improvement Roadway(s)		its of amprover	Limits of improvement (From - To)	Segment	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity	County (Backlog) Responsibility		
Chanal Or	-	Avaion Park Blvd	S Tamer Rd	1.08	Q	1580	161	2400	029	\$3,908,572		
				7	Developer Share of Improvement	Share of	Improvem	ent				
Planned Improvement Roadway(s)		is of improver	Limits of improvement (From - Tc)	Segment	Adopted LOS	Existing Generalized Capacity	improved Generalized Capacity	Capacity	Backlogged Tnps	Capacity increase for New Development	Remaining Project Cost	Cost / Trip
Corcrui Dr		Avaion Park Bind	S. Tanner Rd	1 08	O	1580	2400	620	161	629	\$15,998,442	TTZ, MC2
	Log or	f Project	og of Project Contributions	ons							Updated: 9/17/20	9417720
Date	Project			Project	Prop							
Existing Jan-18	Exita	Existing plus Committed	ted	160	\$3,884 TZ3							
A: 13. 18	SW SO	Di Mole vei Office		***	\$21.571	,						
		ď	Backlogged Totals:	161	\$3,905,891							
Proposed Sec-30	O'Resi	O'Rein, Auto Parts		-	S24.277							
					SO							
					\$0	,						
					SO							
					S							
			Totals:	162	\$3,930,168	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,						

## Exhibit "C"

# "O'REILLY AUTO PARTS STORE - BITHLO (BTH)"

## **DEFICIENT SEGMENT [2]**

Log of Project Contributions
Colonial Drive (SR50) from S. Tanner Road to Chuluota Road

		Rog	dway	Roadway Improvement Project Information	Int Proje	ct Informa					
Planned Improvement Roadway(s)	Lemits of ingrove	Limits of angrovement (From - To)	Segment	Acopieci LOS	Existing Generalized Capacity	Type of inprovement	Improved Generalized Capacity	Capacity	Total Project Cost	Cost / Trip	
Coppie 3	8. Tamer Rd	Chutusa Rd	1,16	Q	1580	Fyrden from 4 to 6 tanes	2400	023	XZZ.118,904	\$76,972	
		S	ounty	County Share of Improvement	пргочет	ent					
Planed Improvenest Roadway(s)	Limits of improve	Limits of improvement (From - To	Segment	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	improved Generalized Capacity	Capacity	County (Backlog) Responsibility		
Colora 3	S. Tamer Rd	Chelabata Pol	1,16	Q	1580	95	2400	83	22,47,685		
				Developer Share of Improvement	Share of	Improvem	ent				
Planned improvement Roadway(s)	Limits of improve	Linuts of improvement (From - To)	Segment Length	Acoptet LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity	Bacilogged Tr.ps	Capacity Increase for New Development	Remaining Project Cost	Cost/Trp
Curna 3	S. Tanner Rd	Chulatota Rd	1,16	O	1580	2400	820	96	730	\$19,691,219	\$76,978
1	Log of Project Contributions	t Contribut	Suoi							Updated: \$17/29	8/17/20
Date	Project		Project Trips	Prop							
Existing vitin 18	Existing plus Committed	cled	88	\$1,373,800							
Sep.23	Community Health Center	Center	2	0963.638							
		Backingged Totals:	96	\$2,427,750							
Proposed Sep 23	ORen Auto Parts		2	\$53.500							
				23							
				38							
				3 3							
		Totals	82	52.481.700							

## Exhibit "C"

## "O'REILLY AUTO PARTS STORE - BITHLO (BTH)"

# **DEFICIENT SEGMENT [3]**

Log of Project Contributions Chuluota Road from Colonial Drive (SR50) to Lake Pickett Road

			Ro	dway	roadray improvement rioject impimation	nafor a nu	A MITOTIMA	ion				
Planned Improvement Roadway(s)		innts of Improve	Limits of Improvement (From - To)	Segment	Adopted LOS	Existing Generalized Capacity	Type of improvement	Improved Generalized Capacity	Capacity	Total Project Cost	Cost / Trip	
Tu was Rd		Colonial Dr	Lake Pickett Rd	158	я	740	Widen from 2 to 4 lanes	1580	840	\$16,765,579	\$19,960	
			0	ounty	County Share of Improvement	proveme	ant					
Planned improvement Roadwayss)		imsts of Improve	Limits of Improvement (From - To)	Segment	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility		
Little Lota F.3		Colonial Dr	Lake Pickett Rd	1.93	ш	740	181	1580	840	\$3,612,563		
					Developer Share of Improvement	Share of	mprovem	ent				
Planned Improvement Readway(s)		Imets of Improve	Limits of Improvement (From - To)	Segment	Adopted LOS	Existing Generalized Capacity	Emproved Generalized Capacity	Capacity	Backlogged Trips	Capacity increase for slew Development	Remaining Project Cost	Cost
Characta 6.3		Colonial Dr	Lake Pickett Rd	153	E	740	1580	840	181	659	\$13,152,996	\$19,960
F	Log	of Projec	Log of Project Contributions	ions							Updated: 9/17/20	9/17/20
Date	ă.	Project		Project Trips	Prop Share							
Existing Oct 15	iii	Existing plus Committed	tted	124	\$2 883,243							
\$.400	34	verzon-Hearland Dentai	entai	3	\$69.272							
Psc.v-15	-	axe Fickett Parcels 4 & 5	3.5	17	\$392 542							
Apr. 17	3	ake Pickell Gluster 1.23	1.23	29	\$669 630							
15ak-17	#	Heartwood PD		9	\$175.013							
Sep. 20	Ö	Community Health Center	enter	2	\$38,920							
		d	Darking Totale	182	\$4.708.622							
00 and	2	T. March Common	9		00000							
		Original Autor para			B\$							
					3							
					<b>X</b>							
					30							