



Interoffice Memorandum

AGENDA ITEM

August 20, 2018

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

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

A handwritten signature in black ink, appearing to read "J. Harrison", with the date "8/20/18" written below it.

SUBJECT: September 11, 2018 – Consent Item  
Proportionate Share Agreement For  
Harness Track aka Wetherbee Road Property  
Boggy Creek Road: From Tradeport Drive to Wetherbee Road

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Harness Track aka Wetherbee Road Property ("Agreement") by and between Michael McGovern, Kent Whitaker Sterchi, as Trustee, and his successors, of the Elizabeth Allen Sterchi Real Estate Trust dated May 3, 2018, Patricia C. Fawsett, and Orlando Airport Land Partners, L.P. partnership (collectively as "Owner") and Orange County for a proportionate share payment in the amount of \$433,225. 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 30 days of the effective date of this Agreement. The Agreement follows the recommendations of the Roadway Agreement Committee, providing for the mitigation of road impacts for 31 deficient trips on the road segment of Boggy Creek Road from Tradeport Drive to Wetherbee Road in an amount of \$13,975 per trip.

The Roadway Agreement Committee approved the Proportionate Share Agreement on May 16, 2018. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

**ACTION REQUESTED: Approval and execution of Proportionate Share Agreement for Project Name: Harness Track aka Wetherbee Road Property Boggy Creek Road by and between Michael McGovern, Kent Whitaker Sterchi, as Trustee, and his successors, of the Elizabeth Allen Sterchi Real Estate Trust dated May 3, 2018, Patricia C. Fawsett, Orlando Airport Land Partners, L.P. and Orange County for a proportionate share payment in the amount of \$433,225. District 4**

JEH/HEGB:am  
Attachment

BCC Mtg. Date: September 11, 2018

This instrument prepared by  
and after recording return to:

M. Rebecca Wilson, Esquire  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, FL 32801

Parcel ID Number(s): 17-24-30-0000-00-008

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

**PROPORTIONATE SHARE AGREEMENT FOR  
Project Name: Harness Track aka Wetherbee Road Property**

**Boggy Creek 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 Michael McGovern, a married man, Kent Whitaker Sterchi, as Trustee, and his successors, of the Elizabeth Allen Sterchi Real Estate Trust dated May 3, 2018, Patricia C. Fawsett, a married woman and Orlando Airport Land Partners, L.P., a Georgia limited partnership (collectively as “**Owner**”), whose address is P.O. Box 420528 Atlanta, GA 30342-0528 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 4, within the County’s Urban Service Area, and the proceeds of the PS Payment, as defined herein, will be allocated to Boggy Creek Road; and

WHEREAS, Owner intends to develop the Property as 252 Multi-Family Units, referred to and known as Harness Track aka Wetherbee Road Property (the “**Project**”); and

WHEREAS, Owner received a letter from County dated April 3, 2018, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application CEL-17-11-082, as amended, for the Project was denied; and

WHEREAS, the Project will generate thirty-one (31) deficient PM Peak Hour trip(s) (the “**Excess Trip(s)**”) for the deficient roadway segment on Boggy Creek Road from Tradeport Drive to Wetherbee 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 Trip(s) 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 Owner shall provide the County with proportionate share mitigation for the Excess Trip(s); and

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trip(s) on the Deficient Segment through the current anticipated Project buildout is FOUR HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED TWENTY-FIVE and 00/100 Dollars (\$433,225.00) (the “**PS Payment**”); and

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

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

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

**Section 2. PS Payment; CEL.**

(a) *Calculation of PS Payment:* The amount of the PS Payment for the Deficient Segment, as described in Exhibit “C,” totals FOUR HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED TWENTY-FIVE and 00/100 Dollars (\$433,225.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trip(s) constitute the Project’s impact on the aforementioned Deficient Segment based upon (i) Owner’s Traffic Study titled “Wetherbee Property” prepared by VHB, dated March 2018 for Atlantic Housing Partners, LLLP (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 March 8, 2018, and is on file and available for inspection with that division (CEL #17-11-082). 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 Segment or actual traffic impacts created by the Project; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2(d) below. Owner and County further acknowledge and agree that the calculation of, and agreement

regarding, the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement.

(b) *Timing of PS Payment, Issuance of CEL.* Within thirty (30) days following the Effective Date, Owner shall deliver a check to County in the amount of FOUR HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED TWENTY-FIVE and 00/100 Dollars (\$433,225.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Community, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, 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 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 thirty (30) days of 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. 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 Segment are actually constructed. Provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, and/or Orange County Code provisions or from making the required payment of transportation impact fees applicable to the Project, subject to credits as set forth in Section 3 below.

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

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

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

As to Owner: Michael McGovern  
Kent Whitaker Sterchi, as Trustee, and his successors, of the  
Elizabeth Allen Sterchi Real Estate Trust dated May 3, 2018  
Patricia C. Fawsett  
Orlando Airport Land Partners, L.P.  
P.O. Box 420528  
Atlanta, GA 30342-0528

With copy to: M. Rebecca Wilson  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, Florida 32801

As to County: Orange County Administrator  
P. O. Box 1393  
Orlando, Florida 32802-1393

With copy to: Orange County Community, 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 Community, Environmental, and Development  
Services Department  
Manager, Transportation Planning Division  
4200 South John Young Parkway  
Orlando, Florida 32839

Orange County Community, Environmental, and Development  
Services Department  
Manager, Planning Division  
201 South Rosalind Avenue, 2nd Floor  
Orlando, FL 32801

**Section 6. *Covenants Running with the Property.*** This Agreement shall be binding and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

**Section 7. *Recordation of Agreement.*** The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business days after the Effective Date.

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

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

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

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

**Section 12. Amendments.** No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing and formally executed by all of the parties.

**Section 13. Counterparts.** This Agreement may be executed in up to three (3) counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

Proportionate Share Agreement, Harness Track aka Wetherbee Road Property  
Boggy Creek Road From Tradeport Drive to Wetherbee Road 2018

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: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 9.11.18

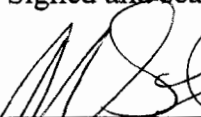
ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

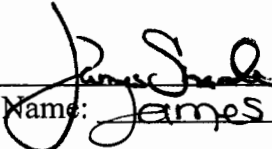
By: *Lakela Louis*  
Deputy Clerk

Print Name: Lakela Louis



Signed and sealed in the presence of:

  
Print Name: H. Grady Thrasher

  
Print Name: James Shade

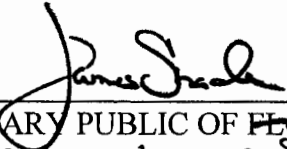
“OWNER”  
  
MICHAEL MCGOVERN

Date: 7/31/18

STATE OF ~~FLORIDA~~ Georgia )  
  ) s.s.:  
COUNTY OF ~~ORANGE~~ Cobb )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July, 2018, by Michael McGovern. He is personally known to me or has produced GA ID (type of identification) as identification.


AFFIX NOTARY STAMP

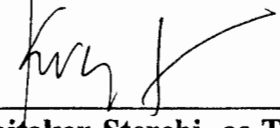
  
NOTARY PUBLIC OF ~~FLORIDA~~ Georgia  
Print Name: James Shade  
Commission No.: \_\_\_\_\_  
Expires: Notary Public, Cobb County, Georgia  
My Commission Expires May 18, 2022

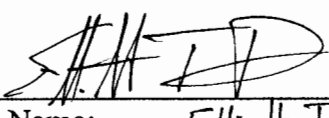
Proportionate Share Agreement, Harness Track aka Wetherbee Road Property  
Boggy Creek Road From Tradeport Drive to Wetherbee Road 2018

Signed and sealed in the presence of:

“OWNER”

  
\_\_\_\_\_  
Print Name: Brandon Humes

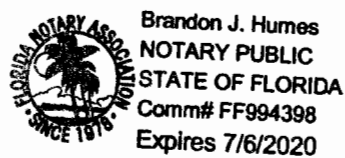
  
\_\_\_\_\_  
**Kent Whitaker Sterchi, as Trustee, and his  
successors, of the Elizabeth Allen Sterchi  
Real Estate Trust dated May 3, 2018**

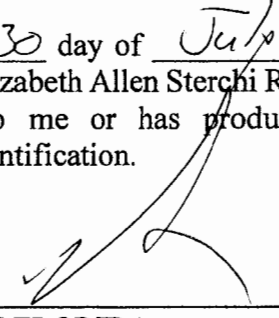
  
\_\_\_\_\_  
Print Name: Elliott T. Drake

Date: 7/30/18

STATE OF FLORIDA        )  
  ) s.s.:  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this 30 day of July,  
2018, by Kent Whitaker Sterchi, as Trustee, and his successors, of the Elizabeth Allen Sterchi Real  
Estate Trust dated May 3, 2018. She is personally known to me or has produced  
\_\_\_\_\_ (type of identification) as identification.



  
\_\_\_\_\_  
NOTARY PUBLIC OF FLORIDA  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Expires: \_\_\_\_\_

AFFIX NOTARY STAMP

Proportionate Share Agreement, Harness Track aka Wetherbee Road Property  
Boggy Creek Road From Tradeport Drive to Wetherbee Road 2018

Signed and sealed in the presence of:

“OWNER”

Suzanne Miller  
Print Name: Suzanne Miller

Jann Austin  
Print Name: Jann Austin

PATRICIA C. FAWSETT

By: Michael P. McMahon  
MICHAEL P. MCMAHON, as Attorney-in-  
fact

Date: July 31, 2018

STATE OF FLORIDA            )  
  ) s.s.:  
COUNTY OF ORANGE        )

The foregoing instrument was acknowledged before me this 31 day of July, 2018, by Michael P. McMahon, as Attorney-in-fact for Patricia C. Fawsett. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

Jann Elizabeth Austin  
NOTARY PUBLIC OF FLORIDA  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Expires: \_\_\_\_\_

AFFIX NOTARY STAMP



POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS that PATRICIA C. FAWSETT, has made, constituted and appointed, and by these presents does make, constitute and appoint MICHAEL P. McMAHON, whose address is 420 South Orange Avenue, Suite 1200, Orlando, Florida 32801, true and lawful attorney for her and in her name, place and stead, for the purpose of acting in her place and stead as a co-owner of that certain real property described on Exhibit "A" attached hereto for the purpose of executing any and all contracts, obligations, undertakings, releases, waivers or other instruments relating to the property. including, but not limited to, deeds and other documents concerning the marketing or sale of real property and all instruments, documents or undertakings related to real property transactions with any persons or companies seeking to acquire the said property, giving and granting unto her said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done as fully, to all intents and purposes, as she might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 15<sup>th</sup> day of September, 2017.

Signed, sealed and delivered in the presence of:

Barbara R. Morrison  
Print Name: Barbara R. Morrison

Patricia C. Fawsett  
Patricia C. Fawsett,

Monica B. Starr  
Print Name: Monica Starr

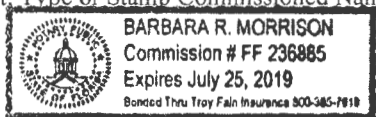
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was sworn to and subscribed before me this 15<sup>th</sup> day of September, 2017, by PATTRICIA C. FAWSETT, who is:

- personally known to me; or
- produced a driver's license issued by the State of Florida Department of Highway Safety and Motor Vehicles as identification; or
- produced the following identification: \_\_\_\_\_

Barbara R. Morrison  
NOTARY PUBLIC, STATE OF FLORIDA  
Barbara R. Morrison

(Print, Type or Stamp Commissioned Name of Notary Public)



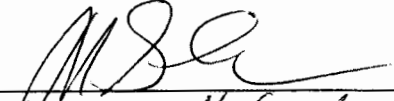
**EXHIBIT "A"**

AN UNDIVIDED 1/20 INTEREST (FIVE PERCENT) IN:

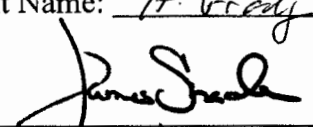
THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 30 EAST (LESS THE EAST 626.33 FEET OF THE NORTH 208.75 FEET), AND ALSO (LESS: FROM THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 30 EAST, RUN SOUTH 00°21'30" WEST ALONG THE CENTER SECTION LINE A DISTANCE OF 494.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°21'30" WEST, A DISTANCE OF 264.00 FEET; THENCE NORTH 89°30'57" WEST A DISTANCE OF 1155.00 FEET; THENCE NORTH 00°21'30" EAST, A DISTANCE OF 264.00 FEET; THENCE SOUTH 89°30'57" EAST, A DISTANCE OF 1155.00 FEET TO THE POINT OF BEGINNING, CONTAINING 7 ACRES MORE OR LESS), ALL IN ORANGE COUNTY, FLORIDA.


Signed and sealed in the presence of:

"OWNER"

  
 \_\_\_\_\_  
 Print Name: H. Grady Thacker

ORLANDO AIRPORT LAND PARTNERS,  
 L.P., a Georgia limited partnership


  
 \_\_\_\_\_  
 Print Name: James Shade

By:   
 \_\_\_\_\_  
 Michael McGovern, its General Partner

Date: 7/31/18

STATE OF <sup>Georgia</sup> FLORIDA )  
 ) s.s.:  
 COUNTY OF <sup>Cobb</sup> ORANGE )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July, 2018, by Michael McGovern as General Partner of ORLANDO AIRPORT LAND PARTNERS, L.P., a Georgia limited partnership on behalf of the organization. He is personally known to me or has produced GATD (type of identification) as identification.

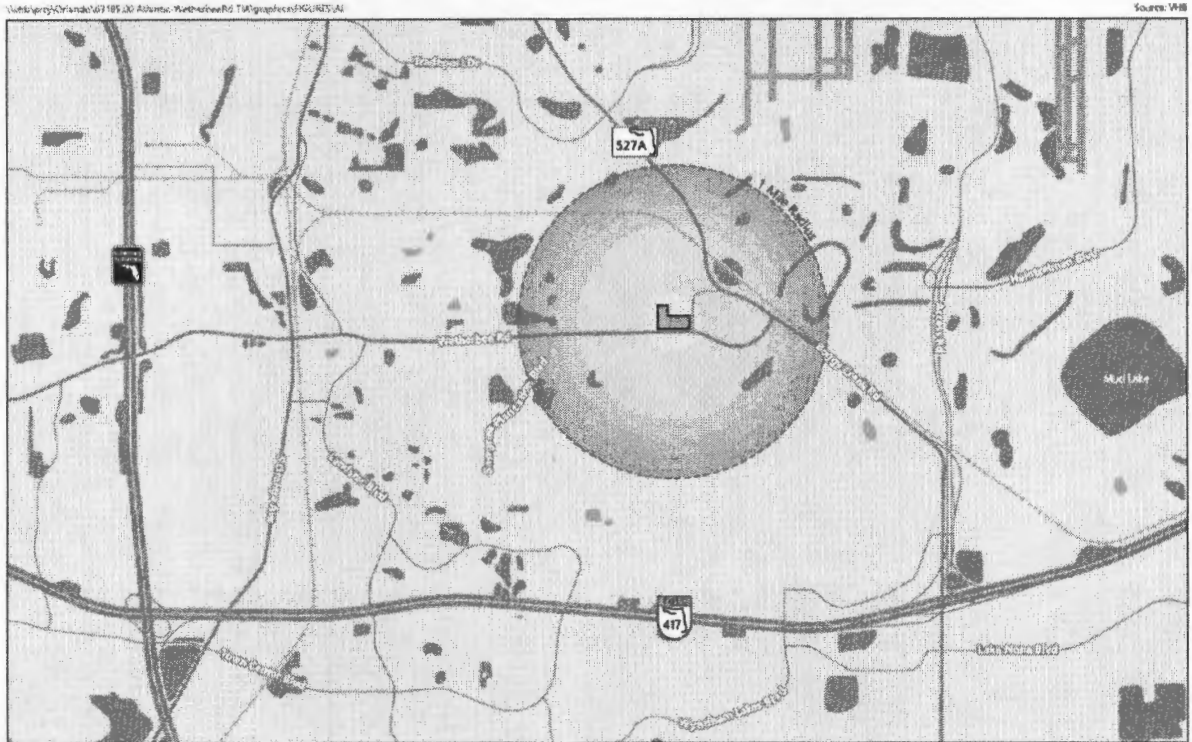
  
 \_\_\_\_\_  
 NOTARY PUBLIC OF FLORIDA <sup>Georgia</sup>  
 Print Name: James Shade  
 Commission No.: \_\_\_\_\_  
 Expires: \_\_\_\_\_  
 Notary Public, Cobb County, Georgia  
 My Commission Expires May 18, 2022

AFFIX NOTARY STAMP

**Exhibit A**

**Harness Track aka Wetherbee Road Property**

**Project Location Map**



Project Location



Figure 1  
Project Location Map

**Exhibit "B"**

**Harness Track aka Wetherbee Road Property**

Parcel ID: 17-24-30-0000-00-008

Legal Description:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 17 AS THE POINT OF BEGINNING; THENCE RUN S89°56'19"W, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 1320.73 FEET TO THE WEST LINE THEREOF; THENCE RUN N 00°40'580"E, ALONG SAID WEST LINE, 827.49 FEET; THENCE RUN S89°30'57"E, 161.02 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 5443, PAGE 4681 OF THE ORANGE COUNTY PUBLIC RECORDS; THENCE RUN S00°21'30"W, ALONG THE WEST LINE THEREOF, 264.00 FEET TO THE SOUTH LINE OF SAID PARCEL OF LAND; THENCE RUN S89°30'57"E, ALONG SAID SOUTH LINE, 1155.00 FEET TO THE EAST LINE OF AFOREMENTIONED SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE RUN S00°21'30"W, ALONG SAID EAST LINE, 550.92 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ROAD RIGHT-OF-WAY FOR WETHERBEE ROAD AND AIRPORT PARK DRIVE.



**Exhibit "C"**

**"[PROJECT NAME]"  
 Log of Project Contributions**

Log of Project Contributions Bogy Creek Rd from Tradeport Dr to Wetherbee Rd											
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	
Bogy Creek Rd	Tradeport Dr	Wetherbee Rd	1.32	E	880	Widen from 2 to 4 lanes	2000	1120	\$15,651,261	\$13,975	
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		
Bogy Creek Rd	Tradeport Dr	Wetherbee Rd	1.32	E	880	333	2000	1120	\$4,653,455		
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
Bogy Creek Rd	Tradeport Dr	Wetherbee Rd	1.32	E	880	2000	1120	333	787	\$10,997,806	\$13,975
										Updated:	6/11/18

Log of Project Contributions				
	Date	Project	Project Trips	Prop Share
Existing	Apr-18	Existing plus Committed	302	\$4,220,450
				\$0
				\$0
				\$0
				\$0
		<b>Backlogged Totals:</b>	<b>302</b>	<b>\$4,220,450</b>
Proposed	Apr-18	Wetherbee Rd Project	31	\$433,225
				\$0
				\$0
				\$0
				\$0
<b>Totals:</b>			<b>333</b>	<b>\$4,653,675</b>

11857016 Segment Length x 4xCost per Lane Mile