Interoffice Memorandum

AGENDA ITEM



March 4, 2020

TO: Mayor Jerry L. Demings

-AND-

Board of County Commissioners

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

Roadway Agreement Committee

(407) 836-5393

SUBJECT: March 24, 2020 – Consent Item

Proportionate Share Agreement For Hamlin Reserve Medical Office

Units 3, 4, and 6 Avalon Road/CR 545

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Hamlin Reserve Medical Office Units 3, 4, and 6 Avalon Road/CR 545 ("Agreement") by and between NNOM1, LLC, and Orange County for a proportionate share payment in the amount of \$242,426. 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 recommendations of the Roadway Agreement Committee providing for the mitigation of road impacts for two deficient trips on the road segment of Avalon Road from Old YMCA Road to Schofield Road in the amount of \$9,175 per trip, eight deficient trips on the road segment of Avalon Road from Schofield Road to Porter Road in the amount of \$9,055 per trip, twelve deficient trips on the road segment of Avalon Road from Porter Road to New Independence Parkway in the amount of \$11,107 per trip, and eight deficient trips on the road segment of Avalon Road from New Independence Parkway to McKinney Road in the amount of \$2,294 per trip.

This project is located in the Town Center Village of Horizon West, and is subject to the Town Center East Road Network Agreement approved by the Board on December 11, 2011, as amended. Pursuant to the 2011 agreement, trips in excess of the authorized amount may be processed consistent with the County's concurrency ordinance. The project impacts a deficient segment of Avalon Road/CR 545 and requires a proportionate share payment as mitigation. The particular segment of Avalon Road is a partnership project addressed under the Hamlin West Amended and Restated Road Network Agreement approved by the Board on August 7, 2018. While a typical proportionate share agreement would have the payment come to the County, this Agreement provides that the mitigation payment be delivered to the escrow agent managing the partnership dollars for that project and will be subject to the Escrow Agreement approved by the Board on October 18, 2016. This Agreement also directs any additional impact fee payments for the project to the escrow agent to reduce the private funding deficit for the Avalon Road improvements.

Page Two
March 4, 2020 – Consent Item
Proportionate Share Agreement For Hamlin Reserve Medical Office Units 3, 4, and 6
Avalon Road/CR 545

The Roadway Agreement Committee approved the Agreement on March 4, 2020. 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 Hamlin Reserve Medical Office Units 3, 4 and 6 Avalon Road/CR 545 by and between NNOM1, LLC and Orange County directing both the proportionate share payment in the amount of \$242,426 and future transportation impact fee payments that may be associated with the project pursuant to the Escrow Agreement for the Hamlin West Amended and Restated Road Network Agreement to be utilized towards the completion of Avalon Road/CR 545 improvements. District 1

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

BCC Mtg. Date: March 24, 2020

This instrument prepared by and after recording return to: James G. Willard, Esq. Shutts & Bowen LLP 300 S. Orange Avenue, Suite 1600 Orlando, Florida 32801

Parcel ID Number(s): 29-23-27-2720-03-000

29-23-27-2720-04-000 29-23-27-2720-06-000

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

PROPORTIONATE SHARE AGREEMENT FOR HAMLIN RESERVE MEDICAL OFFICE UNITS 3, 4 AND 6

AVALON ROAD/CR 545

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 NNOM1, LLC, a Florida limited liability company ("Owner"), whose principal place of business is 2898 South Osceola Avenue, Orlando, Florida 32806, 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"** and **Exhibit "B-1"**, all 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, within the Town Center Village of Horizon West, and the proceeds of the PS Payment, as defined herein, will be allocated to Avalon Road/CR 545; and

WHEREAS, Owner intends to develop the Property as a multi-building medical office complex containing a total of 21,200 SF referred to and known as Hamlin Reserve Medical Office Units 3, 4 and 6 (the "**Project**"); and

WHEREAS, Owner received a letter from County dated February 13, 2020, stating that Owner's Capacity Encumbrance Letter ("CEL") application #CEL-19-12-102 for the Project was denied; and

WHEREAS, the Project will generate the following deficient PM Peak Hour trips for the deficient roadway segments on Avalon Road/CR 545 indicated below:

- Two (2) project trips for the segment of Avalon Road from Old YMCA Road to Schofield Road.
- Eight (8) project trips for the segment of Avalon Road from Schofield Road to Porter Road.
- Twelve (12) project trips for the segment of Avalon Road from Porter Road to New Independence Parkway.
- Eight (8) project trips for the segment of Avalon Road from New Independence Parkway to McKinney Road.

The foregoing described deficient roadway segments shall collectively be referred to as the "Deficient Segments", and the number of deficient trips generated shall collectively be referred to as "Excess Trips", all of the foregoing being further described and identified on the attached Exhibit "C"; 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 Two Hundred Forty-Two Thousand Four Hundred Twenty-Six and 00/100 Dollars (\$242,426.00) (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 Segments, as described in Exhibit "C," totals Two Hundred Forty-Two Thousand Four Hundred Twenty-Six and 00/100 Dollars (\$242,426.00). 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 constitute the Project's impact on the aforementioned Deficient Segments based upon (i) Owner's Traffic Study titled "Hamlin Medical Office, Buildings B, C & E" prepared by VHB, Inc. last revised February, 2020, for SLF IV/Boyd Horizon West JV, LLC (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 February 10, 2020, and is on file and available for inspection with that division (CMS #2019102). 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 the PS Payment. The check shall be made payable to "Shutts & Bowen LLP Escrow Account" and shall be delivered to the Fiscal and Operational Support Division of the Orange County Planning, Environmental, and Developmental Services Department for acknowledgment of receipt and transmittal to Shutts & Bowen LLP for deposit into the Hamlin West Road Network Agreement escrow account maintained by Shutts & Bowen LLP, as "Escrow Agent" pursuant to the Escrow Agreement for Hamlin West Road Network Agreement (the "Escrow Agreement") approved by the Orange County Board of County Commissioners on October 18, 2016. The County hereby determines that because the improvement of Avalon Road/CR 545 is an objective of the Hamlin West Road Network Agreement entered into among Owner, County, and Carter-Orange 45 SR 429 Land Trust dated June 28, 2016 and recorded June 30, 2016 at Document No. 20160338700, Public Records of Orange County, Florida, as amended by that certain Amended and Restated Road Network Agreement dated August 7, 2018 and recorded August 14, 2018 at Document No. 20180482220 (the "Road Agreement"), it is in the best interest of the County to accelerate improvement of Avalon Road/CR 545 by directing the PS Payment to Escrow Agent to be held and disbursed as part of the "Escrowed Funds" in accordance with, and as defined in, the Escrow Agreement and the Road Agreement.

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. 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: NNOM1, LLC

2898 South Osceola Avenue Orlando, Florida 32806

With copy to: James G. Willard, Esq.

Shutts & Bowen LLP

300 S. Orange Avenue, Suite 1600

Orlando, Florida 32801

As to County: Orange County Administrator

P. O. Box 1393

Orlando, Florida 32802-1393

With copy to: Orange County Planning, Environmental, and Development

Services Department

Manager, Fiscal and Operational Support Division

201 South Rosalind Avenue, 2nd Floor

Orlando, Florida 32801

Orange County Planning, Environmental, and Development

Services Department

Manager, Transportation Planning Division

4200 South John Young Parkway

Orlando, Florida 32839

Orange County Planning, 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.
- Section 14. Allocation of Project Transportation Impact Fees. To further enable and accelerate improvement of the Deficient Segments, Owner shall pay any transportation impact fee due at the time of Project development by check in the amount of such required transportation impact fee (less appropriate credit for the PS Payment) payable to "Shutts & Bowen LLP Escrow Account" and delivered to the Orange County Transportation Planning Division for acknowledgement of receipt and transmittal to Escrow Agent for deposit into the Hamlin West Road Network Agreement Escrow Account maintained by Escrow Agent pursuant to the Escrow Agreement.

Proportionate Share Agreement, Hamlin Reserve Medical Office Units 3, 4 and 6 NNOM1, LLC, for Avalon Road/CR 545, 2020

Section 15. Disposition of Excess Escrowed Funds. Notwithstanding anything herein or in the Escrow Agreement to the contrary, in the event there are Escrowed Funds still held by Escrow Agent pursuant to the Escrow Agreement after completion of all authorized Improvements, as defined in and pursuant to the Road Agreement, such excess funds shall be immediately delivered to County by Escrow Agent.

[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

Jerry L. Demings
Orange County Mayor

Date: MAR 2 4 2020

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

By: Deputy Clerk

Print Name: Katie Smith



Proportionate Share Agreement, Hamlin Reserve Medical Office Units 3, 4 and 6 NNOM1, LLC, for Avalon Road/CR 545, 2020

WITNESSES:	"OWNER"
Print Name: GARY Son	NNOM1, LLC, a Florida limited liability company
ay my	By: Holder
Print Name: Alfredo Barrott	Matthew Harkins, Manager
Print Name: ///tredo Barrott	Date: 3-7-2020

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged	before me by means of \square physical
presence or \square online notarization, this $\underline{\mathcal{L}}$ day of	f March, 2020 by Matthew Harkins, as
Manager of NNOM1, LLC, a Florida limited liability of	company, on behalf of said company and
{check appropriate box} [\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	to me or [] has produced his State of
driver's license as identification.	
^	A 0 10
(\frac{1}{2} \).	1 Sam
L/CK	

Notary Public, State of Florida

Notary's Printed Name

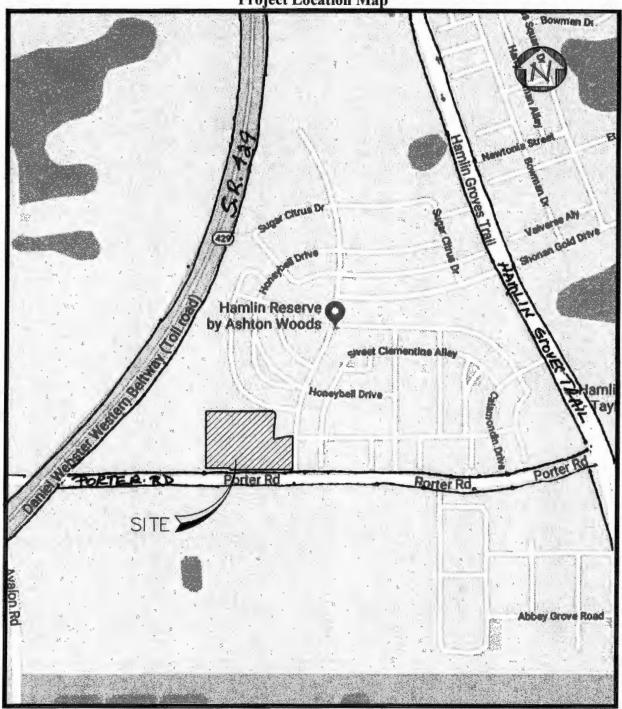
My Commission Expires:

JOINDER AND CONSENT

This Agreement is joined in by Shutts & Bowen, LLP in its capacity as Escrow Agent under the Escrow Agreement and the Road Agreement to acknowledge and consent to the performance of its additional duties as set forth in this Agreement.

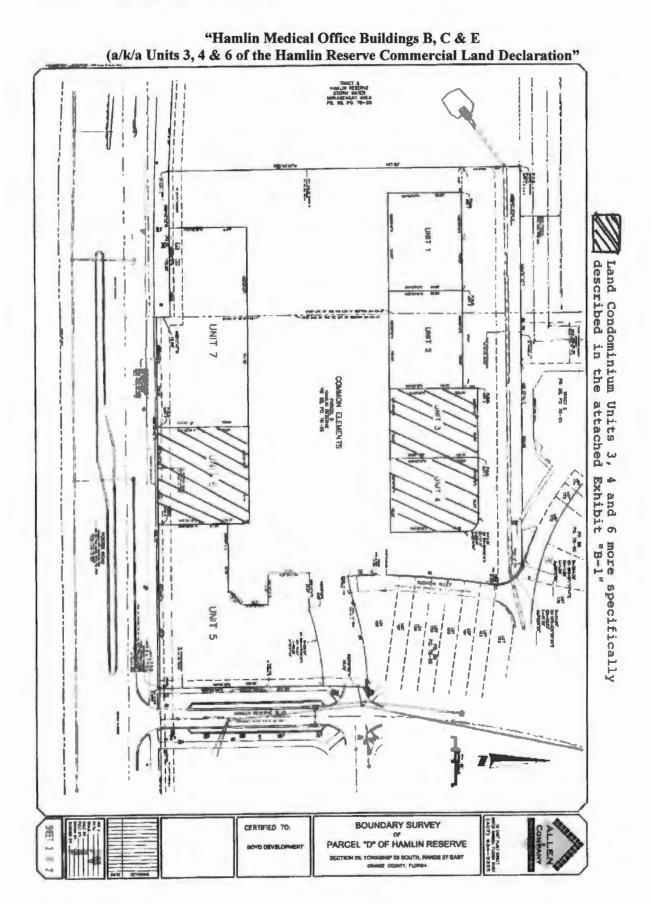
WITNESSES.	"ESCROW AGENT"
Print Name: Serena M. W. Nams Amchael Sandra E. Rowland	By: James G. Willard, Partner
STATE OF FLORIDA COUNTY OF ORANGE	
presence or □ online notarization, this 4th	wledged before me by means of I physical day of March, 2020 by James G. Willard, Partner ility partnership, and who is personally known to
of March, 2020.	the County and State last aforesaid this Hh day
SANDRA E ROWLAND Commission # GG 113189 Expiree July 7, 2021 Bended Thru Budget Holary Services	NØTARY PUBLIC Print Name:
	My Commission Expires:

Exhibit "A"
"Hamlin Reserve Medical Office"
Project Location Map



KELLY,	Scale: 1" = 600' Date: 12/17/2018	HAMLIN RESERVE
COLLINS &	S: 29 T: 23 R: 27	PARCEL D
GENTRY, INC.	Job # :1320.000	Exhibit: LOCATION MAP
ENGINEERING / PLANNIN	Drawn by: JAM	Source: GOOGLE EARTH
EIAGINGELLING / LEVIANIA	Appyd, by: JAM	Area: ORANGE COUNTY 1 of

Exhibit "B"



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EXHIBIT "B-1" LEGAL DESCRIPTION

Units 3, 4 and 6, of HAMLIN RESERVE COMMERCIAL LAND CONDOMINIUM, a Commercial Condominium, together with its undivided interest in the common elements, according to the Declaration of Condominium for Hamlin Reserve Commercial Land Condominium thereof recorded in Instrument No. 20190473044, as amended from time to time, of the Public Records of Orange County, Florida.

EXHIBIT "C" "Hamlin Reserve Medical Office" Deficient Segments Page 1 of 4

			- Indoorday	Proposi			Existing				Page 1	of 4						
				Fah-20				Date		Avaion Rd	Planned improvement Roadway(s)		Avalon Rd	Planned improvement Roadway(s)		Avaion Rd	Planned improvement Roadway(s)	
			ngillari medicai cilico	Hamis Marked Office			Existing plus Committed	Project	og of Projec	OID YMCA	Limits of Improv		Old YMCA	Limits of Improv		Old YMCA	Limits of Improv	
					Backlogged Totals:		Bd		Log of Project Contributions	Schofield Rd	Limits of improvement (From - To)		Schofield Rd	Limits of improvement (From - To)	C	Schofield Rd	Limits of Improvement (From - To)	
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										1120	Capacity Increase	Ä	2000	Improved Generalized Capacity		2000	Improved Generalized Capacity	
										1498	Backlogged Trips		1120	Capacity		1120	Capacity	
										-376	Capacity Increase for New Development		\$13,725,755	County (Backlog) Responsibility		\$10,275,966	Total Project Cost	
									Updated	-\$3,449,789	Remaining Project Cost					\$9,175	Cost / Trip	

Log of Project Contributions
Avalon Rd (Old YMCA Rd to Schofield Rd)

Exhibit "C"

Log of Project Contributions Avalon Rd (Schofield Rd to Porter Rd)

				rioposeurreo-zo	Feb-20			0	Date Project	Log of Project Contributions	Avaion Rd Schofield Rd	Planned improvement Roadway(a) Limits of improvement (From - To)			Planned Improvement Roadway(s) Limits of Improvement (From - To)		Avaion Rd Schofield Rd	Planned improvement Roadway(s) Limits of improvement (From - To)	
						Backlogged Totals:				Contributio	Porter Rd	nent (From - To)		Poner Rd	nent (From - To)	လ	Porter Rd	nent (From - To)	Node
				c	50	1268		1,268	Project	ns	0.75	Segment Length	De	0.75	Segment Length	unty Si	0.75	Segment Length	way III
**	SO SO	90	5	3/2,440	677 440	\$11,481,740		\$11,481,740	Prop Share		Е	Adopted LOS	Developer Share of Improvement	Е	Adopted LOS	County Share of Improvement	m	Adopted LOS	Koadway Improvement Project Information
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											1268	Backlogged Trips		1120	Capacity		1120	Capacity	
											-148	Capacity Increase for New Development		\$11,480,784	County (Backlog) Responsibility		\$10,140,756	Total Project Cost	
										Updated: 2/25/20	\$1,340,028	Remaining Project Cost					\$9,055	Cost / Trip	
										2/25/20	\$9,055	Cost / Trip							

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Exhibit "C" Page 3 of 4

					roposed Fel		O	Od	Oc	Od	Oc	Od	Ma	Ma	Fec	Fet	Fet	Dec	Dec	Dec	Existing Dec	Date	
					Feb-20		Od-19	Oct-19	Oct-19	Oct-19	Oct-19	Oct-19	May-19	May-19	Feb-19	eb-19	Feb-19)ec-18	Dec-18	Dec-18	Dec-18	•	
Totals:					Hamin Medical Office	Backlogged Totals:	Hamfin Family Dentsi	Hamin Market	Hamin NEC Wawa	Hamin NWC Commercial Lot 2 Regions Bank	Hamlin SWC Commercial Lot C McCdonalds	Hamlin McCoy Federal Credit Union	Suntrust	Taco Bell / Pizza Hut	Hamin Reserve Medical Office Bidg A&F	Hamin Reserve Office-Daycare Bidg D	Hamin Active Adult Living Apartments	Restaurant at Hamlin NEC	Hamin Daycare	The Blake at Hamlin	Existing plus Committed	Project	Log of Project Contributions
1229					12	1217	-	2	2	1	2	4	1	1	2	2	_	1	2	1	1212	Project Trips	ns
\$13,644,963	\$0	\$0	\$0	\$6	\$133,284	\$13,511,679	\$11,107	\$22,214	\$22,214	\$11,107	\$22,214	\$11,107	\$9,999	\$9,999	\$19,998	\$19,998	\$9,999	\$9,999	\$19,998	\$9,999	\$13,461,684	Share	

lanned improvement Roadway(s)	Limits of impr	ovement (From - To)	Segment	Segment Existing Improved Segment Generalized Generalized Capacity Backlogged Length Adopted LOS Capacity Capacity Increase Trips	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increses	Backlogged Trips	Capacity Increase for New Remainin Development Project C	Remainir Project C
on Rd	Porter Rd	Porter Rd New Independence Pkwy 0.92	0.92	Э	880	2000	1120	1217	-97	-\$1,077 3

\$13,516,662	1120	2000	1217	880	m	0.92	New Independence Pkwy	Porter Rd	on Rd
County (Backlog Responsibility	Capacity	Generalized Capacity	Backlogged Trips	Generalized	Adopted LOS	Segment	nprovement (From - To)	Limits of lms	Roadway(s)

		Roadw	/ay lmp	Roadway Improvement Project Information	Project Ir	rformation	3			
provement vay(s)	nits of impro	Limits of improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Type o	improved Generalized Capacity	Capacity	Total Project Cost	Ω
Poi	Porter Rd	New Independence Pkwy 0.92	0.92	Е	088	Widen from 2 to 4 lanes	2000	1120	\$12,439,327	

Avalon R	
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Rd to New	Logor C
valon Rd (Porter Rd to New Independence Pkwy)	Fod or i olece ocumpanding
Pkwy)	

Log of Project Contributions Avalon Rd (New Independence Pkwy to McKinney Rd)

			Roadw	ay impi	Roadway Improvement Project Information	roject In	formation				
	Planned improvement Roadway(s)	Limks of Improvement (From - To)	ment (From - To)	Segment	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
	Avaion Rd	New independence Plwy	McKinney Rd	0.19	îπ	880	Widen from 2 to 4 lanes	2000	1120	\$2,588,992	\$2,294
			Cou	nty Sha	County Share of Improvement	vement					
	Planned improvement Roadway(s)	Limits of improvement (From - To)	ment (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility	
	Avaion Rd	New Independence Plwy	McKinney Rd	0.19	Е	880	565	2000	1120	\$1,273,027	
				Deve	Developer Share of Improvement	re of Imp	rovement				
	Planned Improvement Roadway(s)	Limits of improvement (From - To)	ment (From - To)	Segment	Adopted LOS	Existing Generalized Capacity	improved Generalized Capacity	Capacity	Backlogged Trips	Capacity increase for New Development	Remaining Project Cost
	Avaion Rd	New independence Pkwy	McKinney Rd	0.19	ш	880	2000	1120	255	565	\$1,295,964
		Log of Projec	Log of Project Contributions	o,							Updated:
	Date	Project		Project Trips	Prop						
Existing	Dec-18	Existing plus Committed		548	\$1,252,524						
	Dec-18	The Blake at Hamlin		2	\$4,130						
	Dec-18	Hamlin Daycare		4 -	\$8,260						
	Dec-19	Restaurant at Hamlin NEC		2	\$4,130						
	Feb-19	Hamlin Active Adult Living Apartments	Apartments	۰ ـ	\$2,065						
	Feb-19	Hamlin Reserve Medical Office Bldg A&F	ffice Bidg A&F	4	\$8,260						
	May-19	Taco BeWPizza Hut		2	\$4,130						
	May-19	Suntrust		1	\$2,065						
	Oct-19	Hamlin McCoy Federal Credit Union	of C (McCdonalds)	0 10	\$4,588						
	Oct-19	Hamlin NWC Commercial Lot 2 Regions Bank	Lot 2 Regions Bank		\$2,294						
	Oct-19	Hamlin NEC Waws		3	\$6,882						
	Oct-19	Hamlin Market		4	\$9,176						
	Oct-20	Hamlin Family Dental		N	\$4,588						
			Backlogged Totals:	555	\$1,271,100						
Proposed	d Feb-20	Hamlin Medical Office		80	\$18,352						
					80						
					\$0						
				7	200 464						
			Totals:	563	\$1,289,461						

Exhibit "C"
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