CHG

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT OR BOOK: 4814 PAGE 1768 PAGE: 1 OF 62 INSTR # 2978874 Doc Type: GOV Recorded: 7/30/2021 at 1:21 PM Rec. Fee: RECORDING \$528.50 Cashier By: JOANC

# BABCOCK RANCH COMMUNITY INCREMENT 2

#### DRI INCREMENTAL DEVELOPMENT ORDER

### BOARD OF COUNTY COMMISSIONERS CHARLOTTE COUNTY, FLORIDA

**ADOPTED JULY 27, 2021** 

#### TABLE OF CONTENTS

		Page
REC	CITALS	3
FIND	DINGS OF FACT AND CONCLUSIONS OF LAW	4
CON	NDITIONS	6
1.	GROSS RESIDENTIAL DENSITY CONDITION AND DEVELOPMENT PROGRAM	
2.	AFFORDABLE HOUSING	
3.	STORMWATER MANAGEMENT, WATER QUALITY, AND FLOOD PLAINS	9
4.	TRANSPORTATION	
5.	VEGETATION, WILDLIFE, AND WETLANDS	
6.	WASTEWATER MANAGEMENT AND WATER SUPPLY	21
7.	EDUCATION	22
8.	POLICE AND FIRE	23
9.	SOLID/HAZARDOUS/MEDICAL WASTE	24
10.	OPEN SPACE AND PARKS	25
11.	ENERGY	26
12.	MINING OPERATIONS	27
13.	CONSISTENCY WITH THE LOCAL COMPREHENSIVE PLAN	28
14.	BIENNIAL REPORTS	28
15.	COMPLIANCE MONITORING	28
16.	EXEMPTION FROM DOWNZONING AND DENSITY/INTENSITY REDUCTION	28
17.	COMMENCEMENT OF DEVELOPMENT	29
<b>1</b> ,8.	PROJECTED BUILDOUT	
19.	EXPIRATION DATE	29
20.	DEVELOPMENT PERMITS	
21.	GENERAL PROVISIONS	29
22.	EXHIBITS	

#### RESOLUTION NO. 2021-109

## AN INCREMENTAL DEVELOPMENT ORDER OF THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY FLORIDA FOR INCREMENT 2 OF THE BABCOCK RANCH COMMUNITY (CHARLOTTE COUNTY), A MASTER DEVELOPMENT OF REGIONAL IMPACT

WHEREAS, on December 7, 2020 Babcock Property Holdings, LLC ("Developer"), in accordance with Subsections 380.06(6) and (21), Florida Statutes, filed an Application for Incremental Development Approval ("AIDA") known as the Babcock Ranch Community, Increment 2 (hereinafter "BRC Increment 2" "Increment 2" or "Project") with Charlotte County, Florida ("County") and the Southwest Florida Regional Planning Council ("SWFRPC"); and

WHEREAS, Developer, County, and the SWFRPC entered into a Master DRI Agreement on March 13, 2007 (fully executed March 16, 2007), as required by Section 380.06(21)(b), Florida Statutes ("AMDA Agreement"); and

WHEREAS, in February, 2007, Developer, in accordance with Subsection 380.06(6) and (21), Florida Statutes, filed an Application for Master Development Approval ("AMDA") of a Development of Regional Impact known as the Babcock Ranch Community ("Babcock Charlotte") with Charlotte County and SWFRPC; and

WHEREAS, on December 13, 2007, the Board approved and adopted the Babcock Ranch Community Master Development of Regional Impact Master DRI Development Order under Resolution 2007-196, as subsequently amended on June 17, 2008 by Resolution 2008-063; on December 15, 2009 by Resolution 2009-283; on December 13, 2011 by Resolution 2011-485; on April 24, 2012 by Resolution 2012-024; on July 25, 2017 by Resolution 2017-187; on June 12, 2018 by Resolution 2018-077; and on July 27, 2021 by Resolution 2021-19 (MDO"); and

WHEREAS, in accordance with Condition 22 of the 2007 MDO, the Board of County Commissioners of Charlotte County, Florida and the Babcock Ranch Community Independent Special District (the "District") entered into the "Babcock Ranch Community Fiscal Stabilization Agreement between Board of County Commissioners of Charlotte County, Florida, and the Babcock Ranch Community Independent Special District" on September 23, 2008, ("Fiscal Stabilization Agreement"); and as recorded in Official Records Book 3326, Pages 1412-1439, of the Public Records of Charlotte County, Florida; and said agreement satisfies the MDO requirements; and

WHEREAS, in accordance with Condition 21 of the 2007 MDO, the Board of County Commissioners of Charlotte County, Florida, Developer, and the District entered into the "Impact Fee Credit and Reimbursement Agreement for Babcock Ranch Community" on November 12, 2008, ("Impact Fee Agreement"); and as recorded in Official Records Book 3337, Pages 1813-1823, of the Public Records of Charlotte County, Florida; and said agreement satisfies the MDO requirements; and

WHEREAS, all of the agreements, studies, reports and other documents referenced in this Babcock Ranch Community Increment 2 Incremental Development Order ("IDO") shall be kept on file with Charlotte County; and

WHEREAS, the Board, as the governing body of the unincorporated area of Charlotte County having jurisdiction pursuant to Section 380.06, Florida Statutes, is authorized and empowered to consider the requested AIDA for the Babcock Charlotte Increment 2; and

WHEREAS, the public notice requirements of Section 380.06, Florida Statutes, and the Charlotte County Land Development Regulations ("LDR"), which includes the County's Zoning Ordinance, have been satisfied for the AIDA; and

WHEREAS, the Charlotte County Planning and Zoning Board has reviewed and considered the County's staff report and held a public hearing to consider the AIDA on July 12, 2021; and

WHEREAS, the issuance of a development order pursuant to Section 380.06, Florida Statutes, does not constitute a waiver of any powers or rights of County regarding the issuance of other development permits consistent herewith; and

WHEREAS, on July 27, 2021, the Board, at a public hearing in accordance with Section 380.06, Florida Statutes, having considered the AIDA submitted by Developer, the AIDA sufficiency questions from reviewing agencies and Developer's responses thereto, the documentary and oral evidence presented at the hearing before the Board, the report and recommendations of the Charlotte County Planning and Zoning Board, and the recommendations of County staff, makes the Findings of Fact and Conclusions of Law set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA THAT:

#### **RECITALS**

The recitals set forth above are true and correct and are incorporated herein and made a part hereof.

#### FINDINGS OF FACT AND CONCLUSIONS OF LAW

- 1. The real property constituting Increment 2 which is the subject of the AIDA, consists of approximately 4,021.45 acres, and is legally described as set forth in Exhibit A attached hereto and made a part hereof ("Property" or "Community").
- 2. The AIDA is consistent with Section 380.06, Florida Statutes.
- 3. The AIDA is consistent with the MDO, which is incorporated herein by reference.
- 4. The Developer submitted to the County an AIDA on December 7, 2020. The representations and commitments of Developer made in the AIDA which are made conditions of this IDO are identified and set forth herein.
- 5. The Developer proposes to develop Increment 2 in accordance with the Babcock Master Concept Plan (Map H) attached hereto as Exhibit B and made a part hereof. Map H constitutes a portion of the revised Master Plan for the Babcock Ranch Overlay District in the Charlotte 2050 Comprehensive Plan ("Comprehensive Plan"). The development program for Increment 2 authorized by this IDO, consisting of one phase, is as follows ("Development Program"), subject to the limitations contained herein:
  - (i) 6,457 residential dwelling units (4,434 single family units and 2,023 multi-family units),
  - (ii) 297,250 square feet of retail,
  - (iii) 727,750 square feet of office,
  - (iv) 200,000 square feet of industrial,
  - (v) 100 assisted living facility (ALF) beds,
  - (vi) 75,000 square feet of ancillary community uses, and
  - (vii) 18-hole golf course and related facilities, including but not limited to maintenance facilities and cart barn.

- (viii) Supporting community facilities such as the educational service center, schools, university facilities, libraries, places of worship, fire, EMS and sheriff facilities, regional and community park facilities, clubhouses and similar neighborhood amenities, and the necessary utility infrastructure including, but not limited to, water, wastewater and reuse water systems, electric, telephone and cable systems, will not be attributed to the development components set forth above, and will not count towards the maximum thresholds of development as established in this IDO.
- (ix) All other facilities, together with the development components set forth above [excluding (viii)] shall not exceed the maximum thresholds established in this IDO, subject to the use of the Equivalency Matrix contained in Exhibit C.
- (x) Temporary housing for construction workers and their families will not count against the residential dwelling units allowed herein.
- 6. The Increment 2 development is not in an area designated as an Area of Critical State Concern pursuant to the Provisions of Section 380.05, Florida Statutes, as amended.
- 7. The Increment 2 development is consistent with the current land development regulations and the Charlotte 2050 Comprehensive Plan, adopted pursuant to Chapter 163, Part II, Florida Statutés. Further, it is orderly, maximizes efficiency of infrastructure, and provides for specific infrastructure improvements needed to meet prescribed levels of service.

- 8. Increment 2 development as approved herein is consistent with the State Comprehensive Plan.
- 9. The mitigation provided for Increment 2 development is consistent with the requirements of Section 163.3180(5), F.S.
- 10. The AIDA for Increment 2 of the Babcock Ranch Community DRI is hereby approved, subject to compliance with the conditions contained in this IDO and the MDO.

#### **CONDITIONS**

### 1. GROSS RESIDENTIAL DENSITY CONDITION AND DEVELOPMENT PROGRAM

- A. Representations and Commitments as Conditions.
- (1) The Development Program is approved and may be adjusted by Developer in accordance with the equivalency matrix attached hereto, and incorporated herein, as Exhibit C.
- (2) The Updated Summary of Land Dedication & Facilities Construction for Increment 2 is attached hereto as Exhibit D and updates a portion of Exhibit D of the MDO.
- (3) The minimum amount of non-residential development which may be constructed by the end of Increment 2 relative to the cumulative number of residential units which have been, or are projected to be, developed in Increment 2 shall be 50,000 square feet. The intent is that non-residential uses be allowed to serve the occupancy of dwelling units.
  - (4) Development within Increment 2 shall be in accordance with Exhibit E.
- (5) Current uses within Increment 2 may continue to operate until such time said use is permanently replaced with a use approved herein. Current uses within

Increment 2 include, but are not limited to, cattle grazing, agricultural uses, and ecotourism uses. Permits for existing uses can be renewed or modified as an allowed use until said use is permanently replaced by a use approved herein.

#### 2. AFFORDABLE HOUSING

A. Representations and Commitments as Conditions. – None.

#### 3. STORMWATER MANAGEMENT, WATER QUALITY, AND FLOOD PLAINS

- A. Representations and Commitments as Conditions.
- (1) The Master Drainage Plan for Increment 2 is attached hereto as Exhibit F.
- (2) The design of the Increment 2 surface water management system will comply with the "Stormwater Plan" outlined in Subsection A and B in Condition 4 of the MDO.
- (3) Development of Increment 2 includes conveyance features located outside the Increment 2 boundaries that convey stormwater runoff. Examples of conveyance features include, but are not limited to, swales, ditches, canals and overland flow. Some improvements to these conveyance features will be made as part of Increment 2.
- (4) The stormwater management system shall be that system as permitted by the South Florida Water Management District ("SFWMD") Individual Environmental Resource Permit No. 08-00004-S-05, as may be amended ("ERP").

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

9

#### 4. TRANSPORTATION

- A. Representations and Commitments as Conditions.
- (1) Increment 2

In accordance with the MDO, each Incremental traffic study will include any previously evaluated Increment as Project traffic. Mitigation provided by any previously evaluated Increment shall be credited to the overall impact of the Project.

- a. Developer shall be fully responsible for the required site-related roadway and intersection improvements associated with Increment 2 as set forth herein. Site-related improvements include, but are not limited to, the following: site driveways and roads; median cuts made necessary by those driveways or roads; right-turn, left-turn, and deceleration or acceleration lanes leading to or from those driveways or roads; traffic control measures for those driveways or roads; and roads or intersection improvements whose primary purpose at the time of construction is to provide access to the development. The specific site-related improvements shall be subject to review and approval under the Site Plan Review process as provided in Section 3-9-7.1 of the Code of Laws and Ordinances of Charlotte County, Florida ("Code"), and coordination with FDOT. The cumulative site-related improvements for Increments 1 and 2 are as follows:
  - a. SR 31 / Cypress Parkway (D-D)
    - Add NB Right-Turn Lane

- Add SB Left-Turn Lane
- Add WB Dual Left-Turn Lanes
- Add WB Thru/Right-Turn Lane
- Signal, If and When Warranted
- b. SR 31 / Horseshoe Road / Lake Babcock Drive (C-C)
  - Add NB Right-Turn Lane
  - Add SB Left-Turn Lane
  - Add WB Dual Left-Turn Lanes
  - Add WB Thru/Right-Turn Lane
  - Signal, If and When Warranted
- c. SR 31 / Cook Brown Road/Greenway Boulevard (B-B)
  - Add NB Right-Turn Lane
  - Add SB Left-Turn Lane
  - Add WB Left-Turn Lane
  - Add WB Thru/Right-Turn Lane
  - Signal, If and When Warranted
- d. SR 31 / Increment 1 North Project Entrance/Hercules
  Grade
  - Add NB Right-Turn Lane
  - Add SB Left-Turn Lane
  - Add WB Left-Turn/Right-Turn Lane

Construction of ingress and egress driveways, as necessary along SR 31.

- b. The cumulative off-site traffic impacts of Increments 1 and 2, through 2033, as estimated by the AIDA traffic analysis are identified in Exhibit J, which is attached hereto and incorporated herein by reference. These off-site traffic impacts have been accepted by FDOT, Charlotte County, Lee County, and the SWFRPC, as the cumulative impacts resulting from Increments 1 and 2.
  - 1. The mutually agreed upon significantly and adversely impacted roadways for Increments 1 and 2, that are not transportation deficient, and the identified improvements for Increments 1 and 2 are:
    - a. SR 31 from SR 78 to Old Rodeo Drive
      - Widen from 4 to 6 Lanes
    - b. SR 31 from Old Rodeo Drive to North River Road
      - Widen from 4 to 6 Lanes
    - c. SR 31 from North River Road to Shirley Lane
      - Widen from 4 to 6 Lanes
    - d. SR 31 from Shirley Lane to Fox Hill Road
      - Widen from 4 to 6 Lanes
    - e. SR 31 from Fox Hill Road to Busbee Lane
      - Widen from 4 to 6 Lanes
    - f. SR 31 from Busbee Lane to Charlotte/Lee County Line
      - Widen from 2 to 6 Lanes

- g. SR 31 from Charlotte/Lee County Line to Cypress
  Parkway
  - Widen from 2 to 6 Lanes
- h. SR 31 from Cypress Parkway to Lake Babcock Drive
  - Widen from 2 to 4 Lanes
- 2. The mutually agreed upon significantly and adversely impacted intersections, that are not transportation deficient, and the identified improvements for Increments 1 and 2 are:
  - a. SR 78 / Hart Road
    - Add SB Right-Turn Lane
  - b. SR 80 / Orange River Boulevard
    - Add NB Left-Turn Lane
    - Add WB Left-Turn Lane
  - c. SR 80 / SR 31
    - Add NB Left-Turn Lane
    - Add WB Thru Lane
  - d. SR 31 / SR 78
    - Add EB Left-Turn Lane
  - e. SR 31 / North River Road
    - Add WB Left-Turn Lane
  - f. SR 78 / Old Bayshore Road
    - Add EB Left-Turn Lane

The Cumulative (with Increment 1 and 2) proportionate share of the improvements, as shown on Exhibit K, has been calculated consistent with F.S. 163.3180. The proportionate share calculation was based on 5,117 pm peak hour two-way external trips and 5,087 pm peak hour two-way net new trips assigned to the external road network established by the AIDA traffic analysis. The calculated cumulative proportionate share for the Incremental DRI with both Increments 1 and 2 is \$50,761,263 based upon the proportionate share percentages as calculated per lane mile for each improvement as shown on Exhibit K. The proportionate share percentages have been accepted by Charlotte County and FDOT for Increments 1 and 2, recognizing that the actual costs may increase or decrease based upon the final actual costs of the agreed upon improvements.

3. The agreed upon mitigation of the significantly and adversely impacted roadways and intersection improvements identified in Condition 4(A) (1).b.1. and 2., accepted by Charlotte County and FDOT shall be the following schedule of listed improvements and date certain payment provisions:

Reference #	Item (1)	Total Costs Subject to Prop Share Assessment (7)	Proportionate Share Estimate	Mitigation Commitments (8)	Mitigation Paid	Anticipated Start Date (2)
1.1	Off-Site Road Segments			-		
	SR 31				i -	i
	a. SR 78 to CR 78 -Widen from 2 to 4 lanes -With infrastructure and grading provided					_
	for 6-lane expansion	\$11,434,523	\$11,434,523	\$20,960,000	\$0	SR 31 PD&E Study (6)
	b. CR 78 to Cypress Parkway -Widen from 2 to 4 lanes -With infrastructure and grading provided					
	for 6-lane expansion	\$34,702,126	\$31,253,395	\$47,170,000	\$0	SR 31 PD&E Study (6)
-	c. Cypress Parkway to Horseshoe Road -Widen from 2 to 4 lanes -Sidewalk one side	\$7,730,259	\$7,730,259	\$7,730,000	\$0	SR 31 PD&E Study (6)
	Subtotal	\$53,866,908	\$50,418,177	\$75,860,000		DK 31 FD&E SHIDY W
i	d. Prior Project Contributions	Ψ22,000,200	\$50,710,177	#7J,000,000		<del></del>
	(1) SEIR/PD&E Contribution	\$0	\$0	\$1,350,000	\$1,350,000	Completed (5)
	(2) Previously completed design, permitting, and survey associated with SR		30	\$1,550,000_	\$1,330,000	Completed
	31 widening	\$0	\$0	\$2,342,000	\$2,342,000	Completed (5)
	(3) Previously constructed chain of lakes	\$0	\$0	\$2,500,000	\$2,500,000	Completed (5)
	SR 31 Subtotal	\$53,866,908	\$50,418,177	\$82,052,000	\$6,192,000	_
I.2	Off-site Intersections					
	a. SR 78 and Hart Road -Add SB Right-Turn Lane	\$283,996	\$0	\$0.	\$0	Mitigation Satisfied (9)
	b. SR 80 and Orange Rover Boulevard -Add NB Left -Turn Lane -Add WB Left-Turn Lane	\$270,836	\$72,223	\$0	\$0	Mitigation Satisfied (9)
ļ	c. SR 80 and SR 31  -Add NB Left-Turn Lane  -Add WB Thru Lane	\$730,433	\$0	\$0	\$0	Mitigation Satisfied (9)
	d. SR 31 and SR 78 -Add EB Left-Turn Lane	\$135,418	\$135,418	\$0	<b>\$</b> 0	Mitigation Satisfied (9)
	c. SR 31 and North River Road -Add WB Left-Turn Lane f. SR 78 and Old Bayshore Road	\$135,418	\$0	\$0	\$0	Mitigation Satisfied (9)
	Add EB Left-Turn Lane	\$135,418	\$135,418	\$0	S0	Mitigation Satisfied (9)
	Off-site Intersections Subtotal	\$1,691,519	\$343,059	\$0	\$0	Mitigation Satisfied (9)
2	SR 31 Traffic Count Stations <sup>(3)</sup>	\$0	\$0	\$200,000	\$200,000	Installed at Cypr Parkway, Lake Babco Drive, and Greenv Boulevard (4)
	Grand Total	\$55,558,427	\$50,761,236	\$82,252,000	\$6,392,000	

(3) The cost of the permanent count station equipment will be credited against the DRI's traffic mitigation obligation per MDO Condition 5.B.(7).

(4) Traffic Count Stations to be installed at Project Entrances, as the Project Entrances are built.

(8) Includes FDOT State Infrastructure Bank Loan Improvement Cost Estimate of \$75,860,197.

<sup>(</sup>I) Subject to agreement between FDOT and the Developer, the scope of the schedule of improvements may be increased with credit for any increased cost funded by the Developer reimbursed consistent with Condition 4.(A).1.b.6.

<sup>(2)</sup> Dates are anticipated and subject to adjustment by Developer and FDOT without a need to amend this IDO. Start dates, as well as the associated mitigation requirements, contained within the IDO are subject to extension under Section 252.363, Florida Statutes.

<sup>(5)</sup> These tasks have been mitigated by Developer to facilitate completion of required improvements. The paid mitigation is creditable towards future assessments consistent with Condition 4.(A).1.b.6.

<sup>(6)</sup> FDOT SR 31 PD&E Study from Cook Brown Road to SR 78 is currently ongoing.
(7) Total estimated costs for improvements of the significantly and adversely impacted roadways and intersection improvements identified in Condition 4(A)(1).b.1. and 2 which are subject to proportionate share assessment.

<sup>(9)</sup> Proportionate share obligations for the off-site intersection improvements are considered to be pipelined towards SR 31 roadway improvements; mitigation paid to-date is in excess of proportionate share obligations for the off-site intersection improvements.

- 4. These conditions and satisfaction of mitigation supersede Transportation Conditions of Increment 1 IDO (Resolution 2020-070, as may be amended from time to time), as transportation analyses are cumulative. After the effective date of this IDO, the Developer shall (or indicate completion of):
  - a. Initiate the below improvements of SR 31 to eventually (during the full development of Babcock Ranch) result in the four-laning of SR 31 from SR 78 to Horseshoe Road/Lake Babcock Drive (Reference #2 above and i-ii below). The improvements will consist of the following:
    - Funding in the amount of \$1,000,000 has been provided to the FDOT to facilitate the preparation of the Project Development and Environment Study (PD&E) and/or State Environmental Impact Report (SEIR) for SR31 from SR 78 to North River Road. This funding is being used by the FDOT to prepare a complete PD&E Study or SEIR Study of SR 31 from SR 78 to North River Road.
    - Coordinating with FDOT to fund, continue and complete the Project Development and Environment Study (PD&E) or State Environmental Impact Report (SEIR) for SR 31 from North River Road to Cook Brown Road.

- Permanent traffic count stations were installed at Greenway Boulevard, Lake Babcock Drive, and Cypress Parkway.
- 5. FDOT has maintenance authority for SR 31 and the intersection improvements set forth above. Developer shall be responsible for the guaranteed construction of the above improvements, in accordance with the above schedule, and in accordance with the binding and enforceable commitment by the Developer in this IDO, to assure construction or improvement of these facilities.
- 6. If the cost of the mitigation provided by the Developer for Increments 1 and 2 exceeds the proportionate share of the impacts resulting from mitigation by Increments 1 and 2 of \$50,761,263 (as adjusted up or down in accordance with actual costs and based upon the accepted proportionate share percentages shown on Exhibit K), the Developer shall be entitled to a credit toward the overall impact of the Project for the cost of improvements beyond the proportionate share amount and receive mitigation credit for subsequent increments or phases, as provided in the MDO and applicable law. Developer, FDOT, and/or County may enter into a Transportation Credit Agreement to further delineate the terms and procedures for implementing credits for identified improvements set forth above in excess of the proportionate share of Increments 1 and 2. Credit for the cost

- of additional improvements as set forth above shall be analyzed as part of the transportation analysis for future increments and be included in subsequent incremental development orders.
- c. Satisfaction of the required mitigation in the timeframes as outlined and compliance with the transportation related provisions of this IDO for Increment 2 shall satisfy the road or traffic concurrency requirements of the Charlotte 2050 Comprehensive Plan, LDR, and the Charlotte County Concurrency Management System, through December 31, 2033 (the buildout date of Increment 2). If the Developer proposes to extend the buildout date of Increment 2 beyond December 31, 2033, the Developer and the County, during the development order amendment process pursuant to Section 380.06(7), Florida Statutes, shall re-evaluate the future traffic impact of Increment 2 in a manner consistent with the MDO, and shall re-evaluate the concurrency status of Increment 2 on all roadway segments and intersections listed in Conditions 4(A)(1)b.1. and 2., above.
- d. DEO has determined that SR 31 is a Regionally Significant Roadway.
- e. County, by approving this IDO, has exercised its discretion to accept this mitigation for Increment 2.
- f. Improvements to the facilities outlined above shall be mitigated at the time that a road segment or intersection is expected to operate below the level of service standard adopted in County's Comprehensive Plan.

  If the road or the intersection operates below the adopted level of

service, no building permits for residential and non-residential development shown on Exhibit E for Increment 2 shall be issued unless the improvements are: a) complete, b) under construction, c) the subject of a clearly identified, executed and recorded local government development agreement consistent with Sec. 163.3220 through 163.3423, F.S., ensuring completion concurrent with impacts; d) the subject of a binding commitment ensuring completion concurrent with impacts or e) the DRI's proportionate share mitigation may be pipelined into specific improvements as deemed necessary and mutually agreed upon between FDOT and the developer.

(2) The Master Internal Circulation Plan for Increment 2 is attached hereto as Exhibit G

#### 5. <u>VEGETATION, WILDLIFE, AND WETLANDS</u>

- A. Representations and Commitments as Conditions.
- (1) Additional species have been documented within Increment 2 over those identified in the MDO. An updated Biological Opinion for the Babcock Ranch Community will be provided to the County with the first biennial report for Increment 2.
- (2) Development within Increment 2 shall comply with the threatened and endangered management plan ("T&E Plan") provided for in the Conceptual ERP and United States Army Corps of Engineers Permit SAJ 2006-6656 (IP-MJD) ("ACOEP"), as may be modified.
- (3) Development within Increment 2 shall comply with the mitigation requirements provided for in the ERP and ACOEP, as may be modified.
- (4) Mitigation for wetlands and listed species within the Increment 2 boundary may occur outside the Increment 2 boundary in accordance with the MDO, and the approved T&E Plan and Mitigation Plan referenced in the MDO, and included in the state and federal permits.
- (5) Any amendments to the T&E Plan and Mitigation Plan will be provided as part of the applicable Biennial Report for Increment 2 to the County.
- (6) Copies of any conservation easements that have been recorded relative to Increment 2 that were not provided in a previously submitted Biennial Report will be provided as part of the applicable Biennial Report for Increment 2 to the County.
  - (7) A Greenway Map for Increment 2 is attached hereto as Exhibit H.

#### 6. WASTEWATER MANAGEMENT AND WATER SUPPLY

- A. Representations and Commitments as Conditions.
- (1) The Primary Utility Corridor map for Increment 2 is attached hereto as Exhibit I.
- (2) The source of raw water for potable service within Increment 2 will be groundwater. MSKP Town and Country Utility, LLC or its successors and assigns will provide water service for Increment 2.
- (3) MSKP Town and Country Utility, LLC or its successors and assigns will provide wastewater service for Increment 2.
- (4) All effluent suitable for Public Access Reuse will be stored and distributed as needed into an irrigation system which will include residential, commercial, median and other green areas. After storage has been maximized, excess effluent will be disposed of consistent with Florida Department of Environmental Protection permitting. Irrigation systems will use best management practices to minimize overspray onto impervious systems that could lead to the stormwater management system.
- (5) Babcock Ranch Irrigation, LLC, or its successors and assigns, will provide reclaimed water service for Increment 2.

#### 7. EDUCATION

- A. Representations and Commitments as Conditions.
- (1) The Developer shall comply with the School Site Dedication Agreement.

  Delivery of the school site(s) as set forth on the schedule in Exhibit "D" may be revised by agreement of Developer and the Charlotte County School Board.
- (2) The Developer, District, Charlotte County and The School Board of Charlotte County entered into an Addendum to the Babcock Ranch School Site Dedication Agreement on January 8, 2018 ("Agreement") addressing school concurrency for development. Should the Agreement not be utilized to address school concurrency in the future, the Developer shall either amend the Agreement, enter into a new agreement to address school concurrency or comply with the updated Interlocal Agreement for Coordinated Planning and School Concurrency dated May 2018.
- (3) Age-restricted communities will not be subject to school concurrency requirements.

#### 8. POLICE AND FIRE

- A. Representations and Commitments as Conditions.
- (1) All law enforcement, fire, and EMS impact fees collected from the Development (not including any interest earned by County) shall be provided to Developer or District in the form of reimbursements as set forth in the Impact Fee Agreement.
  - (2) Fire protection may be served by appropriately pressurized irrigation water.

#### 9. SOLID/HAZARDOUS/MEDICAL WASTE

- A. Representations and Commitments as Conditions.
- (1) Solid waste in Increment 2 will be collected by the District. Increment 2 is not intended to be part of the County's Sanitation District; however, solid waste will be sent to the Charlotte County Landfill.

#### 10. OPEN SPACE AND PARKS

- A. Representations and Commitments as Conditions.
- (1) Renewable energy and energy storage resource facilities and systems shall be allowed throughout Increment 2. If constructed within Active Greenways, such facilities shall not count as open space.
- (2) Park sites shall be conveyed to the District or a property owner's association (POA) with exotic plants removed and infrastructure provided.
- (3) District or Developer shall prepare the master plan(s) for the permanent park site(s) required within Increment 2. The Developer, District or POA shall develop and operate the parks within Increment 2.
- (4) General agricultural operations may be conducted throughout Increment 2 in accordance with the Charlotte 2050 Comprehensive Plan and the LDR.
- (5) All parks and library impact fees collected from the Development within Increment 2 shall be provided to the Developer or District in accordance with the Impact Fee Agreement.
- (6) Common recreational areas and common open spaces within Increment 2, if any, will be maintained by a POA or the District.
- (7) Some recreation and parks may be provided as temporary uses in Increment 2 that might be replaced by future development as other facilities are provided.

#### 11. ENERGY

A. Representations and Commitments as Conditions - None.

#### 12. <u>MINING OPERATIONS</u>

A. Representations and Commitments as Conditions – None.

#### **CONSISTENCY WITH THE LOCAL COMPREHENSIVE PLAN**

County has determined that the Increment 2 project is consistent with its Charlotte 2050 Comprehensive Plan.

#### **BIENNIAL REPORTS**

The Developer of Increment 2, or its successor(s)-in-title to the undeveloped portions of Increment 2, must submit a biennial report to the County. The Developer of Increment 2 must inform successors-in-title to any undeveloped portion of the real property covered by this IDO of this reporting requirement.

#### **COMPLIANCE MONITORING**

The County Administrator, or his or her designee, shall be the local official responsible for assuring compliance with the IDO. Monitoring procedures will include County's site plan review and code enforcement procedures, and the Biennial Reports.

#### EXEMPTION FROM DOWNZONING AND DENSITY/INTENSITY REDUCTION

Pursuant to Subsection 380.06(4)(a), Florida Statutes, this Increment 2 project is exempt from down zoning, intensity reduction, or unit density reduction until May 8, 2043, unless County can demonstrate that substantial changes in the conditions underlying the approval of this IDO have occurred or this IDO was based on substantially inaccurate information provided by the Developer or that the change is clearly established by local government to be essential to the public health, safety, or welfare.

#### COMMENCEMENT OF DEVELOPMENT

Development shall commence in accordance with the deadline(s) established in this IDO.

#### PROJECTED BUILDOUT

Buildout of Increment 2 is projected to occur on or about December 31, 2033 ("Buildout Date").

#### **EXPIRATION DATE**

The expiration date for this IDO is December 31, 2040.

#### **DEVELOPMENT PERMITS**

Subsequent requests for development permits within Increment 2 shall not require further review pursuant to Section 380.06, Florida Statutes. Amendments to this IDO shall be processed in accordance with Charlotte County Code 3-9-10.1, as may be amended.

#### **GENERAL PROVISIONS**

The approval granted by this IDO is limited. Such approval shall not be construed to relieve the Developer of the duty to comply with all other applicable local, state, or federal permitting regulations.

- A. Developer and County shall work together in a cooperative manner to ensure that the necessary applications to County, the issuance of permits and the conduct of inspections occur expeditiously and that development is not impeded by unnecessary delays associated with such applications, permit issuances, and inspections.
- B. It is understood that any reference herein to any governmental agency shall be construed to mean any future entity which may be created or be designated or succeed in interest to, or which otherwise possesses any of the powers and duties of, any referenced governmental agency in existence on the effective date of this IDO.
- C. Appropriate conditions and commitments contained herein may be assigned to or assumed by the District.

- D. If there is a conflict between a provision in this IDO and a provision in the MDO, the provision in this IDO shall prevail for Increment 2. Exhibit D, attached hereto and made a part hereof by reference, is an updated version of Exhibit D to the MDO entitled "Summary of Land Dedication and Facilities Construction" as to the Increment 2 property. Said updated Exhibit D amends Exhibit D to the MDO as to the Increment 2 property.
- E. If the Developer is required by this IDO to provide, pay for, or otherwise cause to be provided, infrastructure, projects, systems, or facilities, then the District may independently satisfy such obligations. To the extent that any such obligation under this IDO is met or performed by the District, then such obligation shall be deemed satisfied and the Developer shall no longer be subject to such obligation.
- F. If there is a conflict between a provision in this IDO and a provision in an ERP, a Consumptive Use Permit ("CUP"), Florida Department of Environmental Permitting ("FDEP") 404 Permit or ACOEP, the provision in the ERP, CUP, FDEP 404 Permit or ACOEP shall prevail.
- G. In the event that any portion or section of this IDO is determined to be invalid, illegal, or unconstitutional by a court or agency of competent jurisdiction, such decision shall in no manner affect the remaining portions of this development order which shall remain in full force and effect.
- H. This IDO shall be binding upon the County and the Developer, its assignees or successors-in-interest.
  - I. This IDO shall become effective as provided by law.

- J. The County may provide certified copies of this IDO to DEO and the SWFRPC.
- K. This Resolution shall be recorded in the Public Records of Charlotte County, Florida. Notice of the adoption of this IDO shall be recorded by the Developer, in accordance with F.S. 28.222 with the Clerk of the Circuit Court for Charlotte County.

PASSED AND DULY ADOPTED this 27th day of July 2021.

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By:

William G. Ti

ひしゅるな

ATTEST:

Roger D. Eaton, Clerk of the Circuit Court and Ex-Officio Clerk to the Board of County Commissioners

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Janette S. Knowlton, County Attorney

LR2020-0820

#### **EXHIBITS**

Exhibit A	Increment 2 Babcock Ranch Community Legal Description
Exhibit B	Babcock Ranch Community Map H Increment 2 Master Development Plan and Fixed and Variable Development Criteria
Exhibit C	Babcock Ranch Community Increment 2 Equivalency Matrix
Exhibit D	Updated Summary of Land Dedications and Facilities Construction
Exhibit E	Babcock Ranch Community Increment 2 Parameters
Exhibit F	Increment 2 Master Drainage Plan
Exhibit G	Increment 2 Master Internal Circulation Plan
Exhibit H	Increment 2 Primary Greenway Map and Trails Plan
Exhibit I	Increment 2 Primary Utility Corridor Map
Exhibit J	Increment 2, Future (2033) Traffic Conditions with Project Directional Peak Hour Peak Season
Exhibit K	Increment 2, Future (2033) Traffic Conditions with Project Proportionate Share Calculation

# EXHIBIT A Increment 2 Babcock Ranch Community Legal Description



#### DESCRIPTION

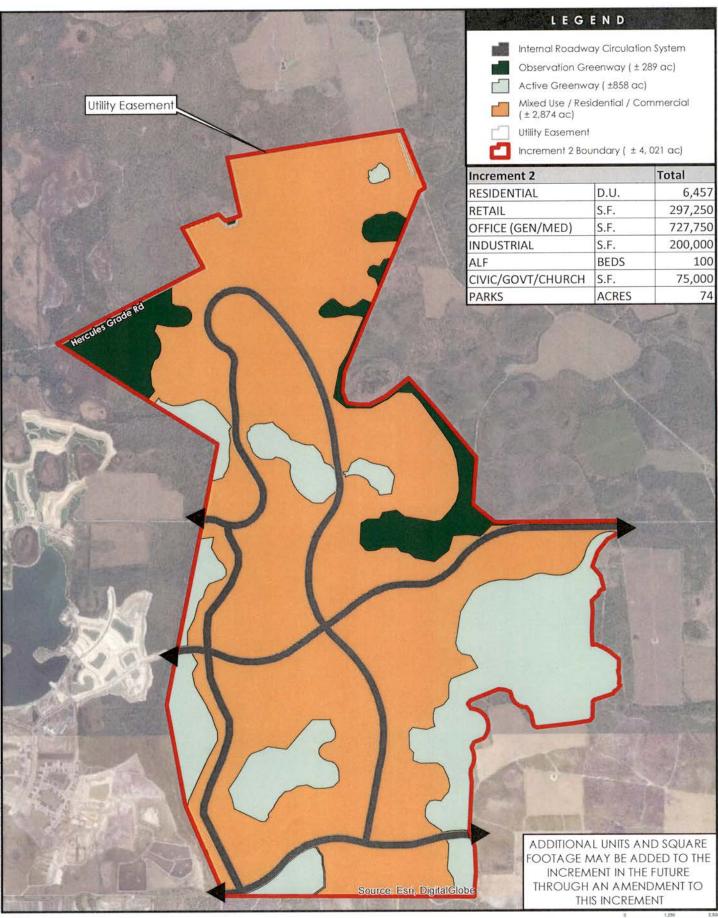
BABCOCK RANCH COMMUNITY
INCREMENT 2
LYING IN
SECTIONS 15, 16, 17, 20, 21, 22, 26, 27, 28, 29, 32, 33,
TOWNSHIP 42 SOUTH, RANGE 26 EAST
CHARLOTTE COUNTY, FLORIDA

COMMENCING AT A POINT OF INTERSECTION WITH THE NORTHWESTERLY CORNER OF PARCEL 1 (AREA 6) AND THE EAST LINE OF PARCEL 2 (300' STRIP), AS RECORDED IN OFFICIAL RECORDS BOOK 3010, PAGE 105, PUBLIC RECORDS, CHARLOTTE COUNTY, FLORIDA; THENCE ON THE NORTHERLY LINE OF SAID PARCEL 1, FOR THE FOLLOWING THREE (3) COURSES; (1) S.77°54'41"E., FOR 707.32 FEET; (2) N.81°38'00"E., FOR 5,167.82 FEET; (3) N.82°12'01"E., FOR 711.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ON SAID NORTHERLY LINE FOR THE FOLLOWING SIX (6) COURSES; (1) N.62°45'03"E., FOR 4,638.30 FEET; (2) N.28°10'55"W., FOR 1,272.60 FEET; (3) N.69°50'23"E., FOR 1,104.27 FEET; (4) S.45°00'57"E., FOR 266.60 FEET; (5) N.71°59'01"E., FOR 448.53 FEET; (6) N.12°51'59"W., FOR 1,654.85 FEET; THENCE N.81°12'25"E., DEPARTING SAID LINE, FOR 4,859.91 FEET; THENCE N.85°04'00"E., FOR 129.81 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID PARCEL 1; THENCE ON SAID EASTERLY LINE FOR THE FOLLOWING FOURTEEN (14) COURSES: (1) S.21°59'06"E., FOR 1,739.17 FEET; (2) S.55°42'26"W., FOR 195.73 FEET; (3) S.22°47'49"W., FOR 5,490.82 FEET; (4) S.05°03'05"W., FOR 533.35 FEET; (5) S.20°54'51"E., FOR 336.86 FEET; (6) S.80°06'18"E., FOR 334.84 FEET; (7) N.89°59'33"E., FOR 307.20 FEET; (8) N.62°56'46"E., FOR 516.42 FEET; (9) N.52°01'16"E., FOR 818.34 FEET; (10) S.42°01'35"E., FOR 1,162.94 FEET; (11) S.39°20'59"E., FOR 1,779.16 FEET; (12) S.04°14'12"W., FOR 1,329.59 FEET; (13) S.51°39'36"E., FOR 782.53 FEET; (14) N.89°45'02"E., FOR 3.471.81 FEET; THENCE S.00°00'00"E., DEPARTING SAID EASTERLY LINE, FOR 346.72 FEET; THENCE S.29°19'24"W., FOR 26.86 FEET; THENCE S.04°37'49"W., FOR 7.78 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 661.19 FEET, (DELTA 03°10'41") (CHORD BEARING N.71°49'45"W.), (CHORD 36.67 FEET) FOR 36.68 FEET; THENCE S.61°23'22"W., FOR 308.04 FEET: THENCE S.38°34'17"W., FOR 438.56 FEET; THENCE S.20°30'08"W., FOR 454.57 FEET; THENCE N.85°45'27"E., FOR 6.50 FEET; THENCE S.41°20'52"E., FOR 344.79 FEET; THENCE S.13°34'11"E., FOR 393.26 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 134.61 FEET, (DELTA 95°45'46") (CHORD BEARING S.45°42'26"W.), (CHORD 199.70 FEET) FOR 224.98 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 9,808.43 FEET, (DELTA 01°37'53") (CHORD BEARING S.46°35'13"W.), (CHORD 279.26 FEET) FOR 279.26 FEET: THENCE S.05°18'09"E., FOR 283.91 FEET; THENCE S.01°55'28"W., FOR 574.50 FEET; THENCE S.02°15'23"E., FOR 376.41 FEET; THENCE N.87°56'27"E., FOR 102.23 FEET; THENCE S.68°32'26"E., FOR 184.58 FEET; THENCE \$.59°33'15"E., FOR 245.11 FEET; THENCE \$.50°54'05"E., FOR 309.70 FEET; THENCE S.18°36'38"E., FOR 49.44 FEET; THENCE S.01°22'46"E., FOR 266.68 FEET; THENCE S.56°14'45"W., FOR 32.59 FEET; THENCE S.10°10'32"E., FOR 217.99 FEET; THENCE S.04°12'55"W., FOR 154.81 FEET; THENCE S.39°06'34"E., FOR 58.79 FEET; THENCE S.39°30'30"W., FOR 164.97 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 124.06 FEET, (DELTA 69°32'40") (CHORD BEARING S.40°13'32"W.), (CHORD 141.51 FEET) FOR 150.59 FEET; THENCE S.72°40'47"W., FOR 567.54 FEET; THENCE S.42°10'27"W., FOR 62.63 FEET; THENCE S.00°28'50"W., FOR 448.95 FEET; THENCE S.38°02'18"W., FOR 118.40 FEET; THENCE S.80°58'57"W., FOR 481.97 FEET; THENCE S.83°40'09"W., FOR 1,019.45 FEET; THENCE N.54°07'16"W., FOR 108.20

FEET; THENCE N.11°38'08"W., FOR 344.38 FEET; THENCE N.36°31'29"W., FOR 221.80 FEET; THENCE N.87°23'51"W., FOR 91.28 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 443.18 FEET, (DELTA 58°51'33") (CHORD BEARING N.48°10'08"W.), (CHORD 435.51 FEET) FOR 455.27 FEET; THENCE N.18°03'07"W., FOR 140.72 FEET; THENCE N.69°29'26"W., FOR 172.06 FEET; THENCE N.85°07'59"W., FOR 168.82 FEET; THENCE S.68°18'22"W., FOR 836.36 FEET; THENCE S.39°51'17"W., FOR 125.06 FEET; THENCE S.32°37'17"E., FOR 161.39 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 497.26 FEET, (DELTA 131°11'40") (CHORD BEARING \$.23°32'53"E.), (CHORD 905.67 FEET) FOR 1,138.61 FEET; THENCE \$.65°57'47"W., FOR 294.69 FEET; THENCE \$.26°55'45"W., FOR 161.56 FEET; THENCE S.19°22'16"E., FOR 128.56 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 623.05 FEET, (DELTA 45°12'57") (CHORD BEARING S.06°00'15"W.), (CHORD 479.03 FEET) FOR 491.69 FEET; THENCE S.61°08'43"W., FOR 12.30 FEET; THENCE S.05°47'00"W., FOR 153.29 FEET; THENCE S.08°22'36"E., FOR 246.42 FEET; THENCE S.03°02'02"W., FOR 1,355.26 FEET; THENCE S.17°58'48"E., FOR 5.20 FEET; THENCE S.17°58'42"E., FOR 485.85 FEET; THENCE S.02°35'12"E., FOR 717.60 FEET; THENCE S.04°41'29"W., FOR 513.66 FEET; THENCE S.00°11'48"W., FOR 182.44 FEET; TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SECTION 34, THENCE N.89°35'44"W., ON SAID SOUTH LINE, FOR 2,902.61 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE N.89°37'16"W., ALONG THE SOUTH LINE OF SECTION 33, FOR 4,151.59 FEET; THENCE N.23°14'51"W., DEPARTING SAID SOUTH LINE, FOR 2,768.33 FEET; THENCE N.10°23'41"W., FOR 2,923.88 FEET; THENCE N.11°12'07"E., FOR 7,458.70 FEET; THENCE N.57°49'39"W., FOR 5,335.90 FEET TO THE POINT OF BEGINNING.

### **EXHIBIT B**

# Babcock Ranch Community Map H Increment 2 Master Development Plan and Fixed and Variable Development Criteria







### FIXED AND VARIABLE DEVELOPMENT CRITERIA FOR BABCOCK RANCH COMMUNITY INCREMENT 2

#### FIXED DEVELOPMENT CRITERIA

- 1. THE ALLOCATION OF DWELLING UNITS AND SQUARE FOOTAGE IDENTIFIED ON THE LAND USE TABLE ON MAP H MAY BE MODIFIED CONSISTENT WITH THE EQUIVALENCY MATRIX. ANCILLARY FACILITIES INCLUDED IN INCREMENT 2 SUCH AS EDUCATIONAL SERVICE CENTERS, SCHOOLS, UNIVERSITY FACILITIES, LIBRARIES, PLACES OF WORSHIP, FIRE, EMS, SHERIFF FACILITIES, REGIONAL AND COMMUNITY PARK FACILITIES, AND CLUBHOUSES WILL NOT BE ATTRIBUTED TO OTHER DEVELOPMENT COMPONENTS AND WILL NOT REQUIRE USE OF THE EQUIVALENCY MATRIX.
- 2. AGRICULTURAL USES, UTILITY INFRASTRUCTURE, RENEWABLE ENERGY SYSTEMS AND FACILITIES SHALL BE PERMITTED THROUGHOUT INCREMENT 2 AND WILL NOT BE ATTRIBUTED TO OTHER DEVELOPMENT PROGRAMS AND WILL NOT BE SUBJECT TO THE EQUIVALENCY MATRIX.
- 3. ALL DEVELOPMENT OF THE SUBJECT PROPERTY, AS IT RELATES TO THE DEFINED DEVELOPMENT FORMS, DESIGN STANDARDS AND PROVISIONS AND USES COMMON TO THE DISTRICT, SHALL BE IN CONFORMANCE WITH THE BACOCK RANCH OVERLAY ZONING DISTRICT (ORDINANCE NO. 2014-077), AS MAY BE AMENDED.
- 4. OPEN SPACE SHALL BE TABULATED AND UPDATED AS A RESULT OF FINAL PERMITTING FOR THE PURPOSE OF MONITORING THE MINIMUM OF 35% OPEN SPACE REQUIRED OVERALL FOR THE BABCOCK RANCH COMMUNITY. OPEN SPACE/GREENWAY AREAS SUBJECT TO CONSERVATION EASEMENTS IDENTIFIED IN THIS INCREMENT SHALL BE RECORDED IN THE PUBLIC RECORDS FOLLOWING FINAL PERMITTING.

#### VARIABLE DEVELOPMENT CRITERIA

- 1. THE FOLLOWING ITEMS WILL BE DEFINED DURING DETAILED SITE PLANNING AND PERMITTING:
  - a. FINAL CONFIGURATIONS OF OPEN SPACE, GREENWAYS, DEVELOPMENT PODS, AND UTILITY CORRIDORS, INCLUDING POTENTIAL RELOCATION AND RECONFIGURATION OF OPEN SPACE, GREENWAYS, UTILITY CORRIDORS AND NEIGHBORHOOD MIXED USE/RESIDENTIAL/COMMERCIAL (MURC).
  - b. FINAL ACREAGES OF ALL PROPOSED USES.
  - c. NATIVE HABITAT PRESERVATION, ALTERATION, ENHANCEMENT, MITIGATION AND CONSERVATION ACREAGES MAY BE MODIFIED BASED ON FINAL LAND PLANNING, STORMWATER LAKE DESIGN, OTHER ENGINEERING REQUIREMENTS AND FINAL PERMITTING. MITIGATION

- MAY OCCUR OUTSIDE THE BOUNDARIES OF THE INCREMENT SUBJECT TO FINAL PERMITTING APPROVALS.
- d. STORMWATER MANAGEMENT FACILITIES MAY OCCUR OUTSIDE THE BOUNDARIES OF THE INCREMENT SUBJECT TO FINAL ENGINEERING AND PERMITTING.
- e. THE FINAL LOCATION, SIZE AND ALLOCATION OF CIVIC FACILITIES (I.E. INTERNAL PARKS, SCHOOLS, CHURCHES, EMERGENCY SERVICES BUILDINGS, ETC.).
- f. THE INTERNAL ROAD ALIGNMENTS AND CIRCULATION (LOCAL ROADS WITHIN DEVELOPMENT PODS WILL BE PROVIDED AS PART OF FINAL SITE PLANNING AND PERMITTING).
- g. THE CONFIGURATION AND DETAIL ASSOCIATED WITH THE AGRICULTURE AREAS.
- h. THE FINAL LOCATION, ALLOCATION, ALIGNMENT AND USE OF THE MULTI-MODAL TRAIL SYSTEM AND THE EXACT LOCATIONS AND FUTURE INTERCONNECTIONS OF THE MULTI-MODAL TRAIL SYSTEM WITH THE NEIGHBORHOOD TRAIL/PATH/SIDEWALK SYSTEM.
- i. THE LOCATION OF VEHICULAR ACCESS POINTS, INCLUDING EXISTING TEMPORARY ENTRYWAYS, TO EXTERNAL PUBLIC ROADWAYS.
- 2. FURTHER ADJUSTMENTS TO THE BOUNDARIES OF DEVELOMENT PODS FOR SPECIFIC LAND USE CLASSIFICATIONS MAY OCCUR AS A RESULT OF FINAL LAND PLANNING AND PERMITTING. SPECIFIC USES TO SUPPORT DEVELOPMENT SUCH AS PARKING, STORMWATER LAKES, PARKS OR OTHER SPACES MAY BE IDENTIFIED AND REFINED THROUGH SUBSEQUENT PERMITTING CONSISTENT WITH LOCAL LAND DEVELOPMENT REGULATIONS.
- 3. ADDITIONAL UNITS AND SQUARE FOOTAGE MAY BE ADDED TO THE INCREMENT IN THE FUTURE THROUGH AN AMENDMENT TO THIS INCREMENT.
- 4. GOLF COURSE/RECREATION IS ALLOWED IN MIXED USE RESIDENTIAL COMMERCIAL (MURC).

### **EXHIBIT C**

## Babcock Ranch Community Increment 2 Equivalency Matrix

Table EM-1: Babcock Ranch Community - Increment 2 (Cumulative DRI) Equivalency Matrix

Land Use.	Unit	Single-Family (1 d.u.)	Multifamily (1.d,u,)	Age: Restricted Residential (1 d.u.)	Assisted Living Facility (1 bed)	Retail (1,000 sq. ft.)	General Office (1,000 sq. ft.)	Medical Office (1,000 sq. ft.)	Industrial General Light (1,000 sq. ft.)	Industrial <sup>2</sup> (1,900 sq. ft.)	Hotel / Motel (1 toom)	RV Park <sup>3</sup> (1 site)	Civic / Government (1,080 sq. ft.)
Single-Family	<b>d</b> ,u,	NA NA	0.46	0.35	0.30	3.35	1.20	3.97	0.34	0.47	0.83	0,32	2.00
Multifamily	đ.u.	2.17	AA .	0.76	0.66	7.29	2.60	8.64	0.75	1.02	1.80	0.69	4,34
Age-Restricted Residential 1	d.u.	2.85	1.31	NA .	0.87	9.56	3.42	11.33	98.0	1.33	2.36	0.90	5.70
Assisted Living Facility	bed	3.29	1.51	1.15	NA.	11.03	3,94	13.07	1.13	1.54	2.72	2.04	6.57
Retail	sq. ft.	300	140	100	90	NA .	. 360	1,180	100	140	250	90	600
General Office	sq. ft.	830	380	290	250	2,800	NA .	3,320	290	390	690	260	1,670
Medical Office	sq. ft.	250	120		20	840	300	NA	90	120	210	80	500
industrial - General Light	sq. ft.	2,900	1,330	1,020	880	9,720	3,470	11,520	NA .	1,360	2,400	920	5,790
Industrial <sup>2</sup>	sq. fl.	2,140	980	750	6SD	7,170	2,560	8,500	740	NA	1,770	680	4,270
Hotel / Motel	room	1.21	0.56	0.42	0.37	4.06	1.45	4.81	0.42	0.57	NA.	0.38	2.42
RV Park 3	site	3.17	1.46	1.11	0.96	10.62	3.80	12,59	1.09	1.48	2.62	NA NA	6.33
Civic / Government	sq. fl.	500	230	180	150	1,680	600	1,990	170	230	410	160	NA.

Table EM-2: BRC - Increment 2 (Cumulative DRI) Trip Generation

		BRC increm (Cumulativ		Increment 2 (Cumulative DR)								
<b>Lenduse</b>	ITE - Land-Use Code	Trip Generation (PM Peak, Two-way)	Size	Trip Generation Estimate <sup>5</sup> Effective Yrip Rate (PM Peak Hour, Two-Way)								
Residential												
Single-Family	210	6,357	7,434	0.86 trips/d.u.								
Multifamily	220	1,583	4,023	0.39 trips/d.u.								
Age-Restricted Residential 1	251	n/a	n/a	0,30 trips/d.u.								
Assisted Living Facility	254	52	200	0.26 trlps/bed								
Non-Residential				<del> </del>								
Retali	820	3,348	1,167,250	2.87 trlps/1,000 sq. ft.								
General Office	710	840	819,550	1,02 trips/1,000 sq. ft.								
Medical Office	720	621	182,730	3,40 trips/1,000 sq. ft.								
Industrial - General Light	110	59	200,000	0.30 trips/1,000 sq. it.								
Industrial <sup>2</sup>	130	n/a	n/a	0.40 trlps/1,000 sq. ft.								
Hotel / Motel	310	424	600	0.71 trips/room								
RV Park <sup>3</sup>	416	rı/a	n/a	0.27 sile								
Civic / Government , /	. 730	129	75,470	1,71 trips/1,000 sq. ft,								

Source: Institute of Transportation Engineers (ITE)\_Trip Generation, 10th Edition.

- 1 Includes Senior Adult Housing, Active Adult Residential and Retirement Community Master DR).
- 2 Includes Industrial Park and Research & Development Park.
- 3 Recreational Vehicle Park MDO.
- 4 Refer to Appendix 214 (Page 1-9), Trip Generation With BRC DRI, <u>Baboock Rench Community ORI Increment 2 (2020). May 12, 2021.</u>
  5 The effective trip rate based on the ITE trip generation equation (fitted curve), where applicable. Otherwise, standard ITE average rate assumed.



### **EXHIBIT D**

### Updated Summary of Land Dedications and Facilities Construction

SUMMARY OF E Public Facilities Required	OF LAND DEDICATION & FACILITIES CONSTRUCTION  Aggregate Site Number of Sites Shell Building Commencement of Dedication (#) Required Operations (acre) (s.f.)			SITE & BUILDING DEDICATION/CONSTRUCTION TIME LINE  The criteria for determining public facility shell completion and/or land dedication shall be by population or residential certificate of occupancy  ("C/O") referenced below.				
Community Services Library Component	4	1	12,000 *1 (8,000 optional County participation)	12,000 SF- prior to reaching 17,500 persons 8,000 SF optional County participation- prior to reaching 20,000 persons	12,000 SF *3	8,000 SF optional County participation		
Fire/Rescue/Law Enforcement Site #2 Fire	2	1	8,500 · · · · · · · · · · · · · · · · · ·	2nd Fire Station by 12,500 persons or 400,000 square feet of non-residential within Increment 2, whichever will be achieved first.	*3			

By 17,500 persons\*2

#### Notes to Exhibit 'D'

County Annex - "County Hall"

\*1 Phased Library option. The County and the Developer and/or District agree to cooperate with respect to the design, construction, and funding of this library facility. The Developer shall be required to fund the construction of a 12,000 SF library shell building. The County may desire to construct a library facility lotaling 20,000 SF. If so, the Developer shall fund the library shell building costs for 12,000 SF and the County shall fund the construction of the library shell building costs for 8,000 SF in addition to the construction completion of the library facility described herein.

20,000

- \*2 A County Annex building will be constructed on County owned land. This facility will be designed as a gathering place for community residents, and as County Commission and key staff satellite offices. Appropriate operations shall be served from this facility. The County, at its option, may increase the size of the County Annex and fund said expansion.
- \*3 County and Developer shall meet bi-annually to discuss the next five (5) years of development projections, such projections shall include the projected population and square footage for non-residential development, including but not limited to retail, office, industrial, ancillary facilities, etc. The population projection shall be based on 2.5 persons per unit. The development projections shall also be coordinated with the emergency response zones to meet the service requirements. The site and building dedication/construction timing for each public facility will be agreed upon in writing as part of the bi-annual meetings.

#### General Notes:

- All dedications and construction, required under this schedule, shall be completed and turned over based on a population or residential dwelling unit certificate of occupancy use threshold required above.
- 2) The shell building construction required above shall be completed by the Developer one (1) year prior to the trigger referenced in the column entitled 'Commencement of Operations'.

# EXHIBIT E Babcock Ranch Community Increment 2 Parameters

### **EXHIBIT E**

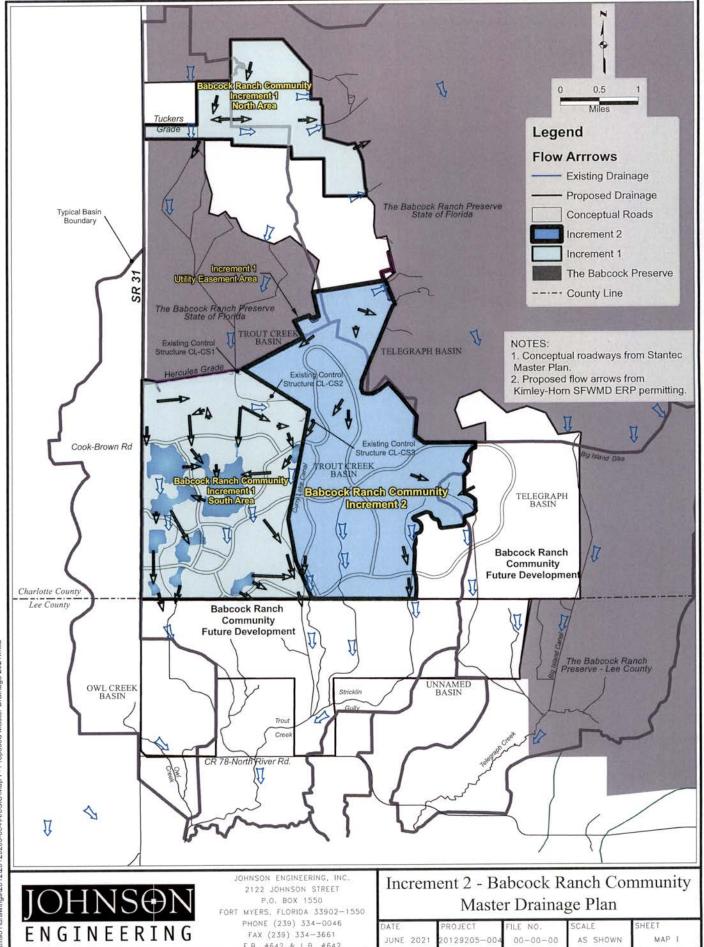
Table 1. INCREMENT 2 PARAMETERS

Increment 2	k	Total
RESIDENTIAL	D.U.	6,457
RETAIL	S.F.	297,250
OFFICE (GEN/MED)	S.F.	727,750
INDUSTRIAL	S.F.	200,000
ALF	BEDS	100
CIVIC/GOVT/CHURCH	S.F.	75,000

#### Note:

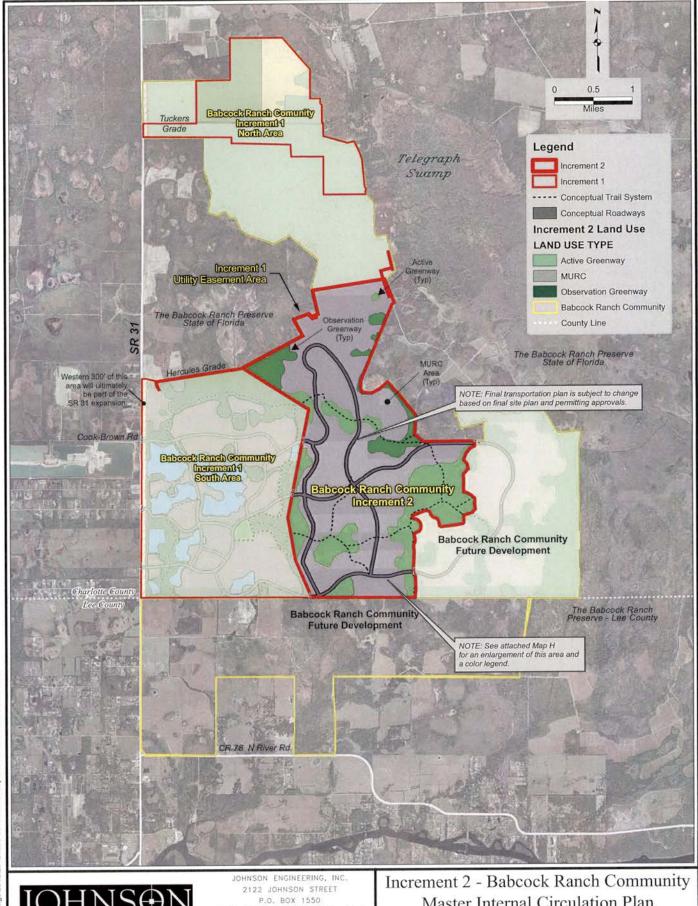
- 1) Utilities, agriculture, and ecotourism are permitted throughout Increment 2.
- 2) Table 1 can be adjusted and interchanged in accordance with the equivalency matrix set forth in Exhibit C hereto, subject to the external vehicle trip limitations set forth in Section 4 of this IDO.
- 3) Supporting community and other facilities are subject to Findings of Fact and Conclusions of Law Sections 5 (ix) and (x).

# EXHIBIT F Increment 2 Master Drainage Plan



htms01/drawings\2012\20129205-004\ArcGIS\Map I - Proposed Master Drainage 2021.mxd

# EXHIBIT G Increment 2 Master Internal Circulation Plan



htms01/drawings\2012\2012\20129205-004\ArcGIS\Map J Master Circulation 2021.mxd

ENGINEERING

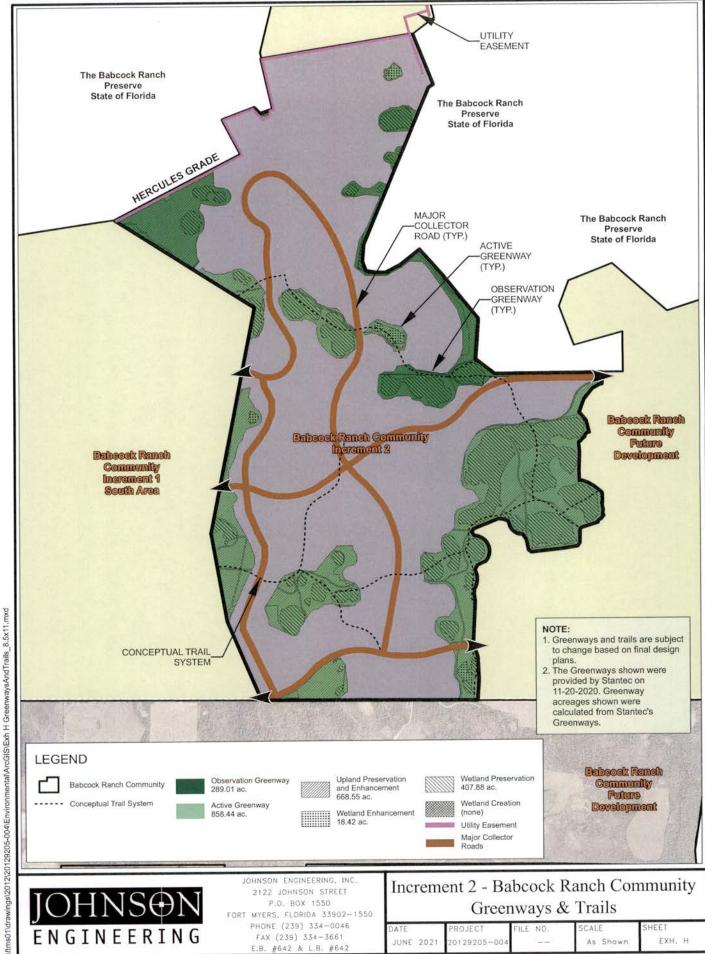
FORT MYERS, FLORIDA 33902-1550

PHONE (239) 334-0046 FAX (239) 334-3661 E.B. #642 & L.B. #642

### Master Internal Circulation Plan

MAP J JUNE 2021 0129205-00 00-00-00 AS SHOWN

# EXHIBIT H Increment 2 Primary Greenway Map and Trails Plan





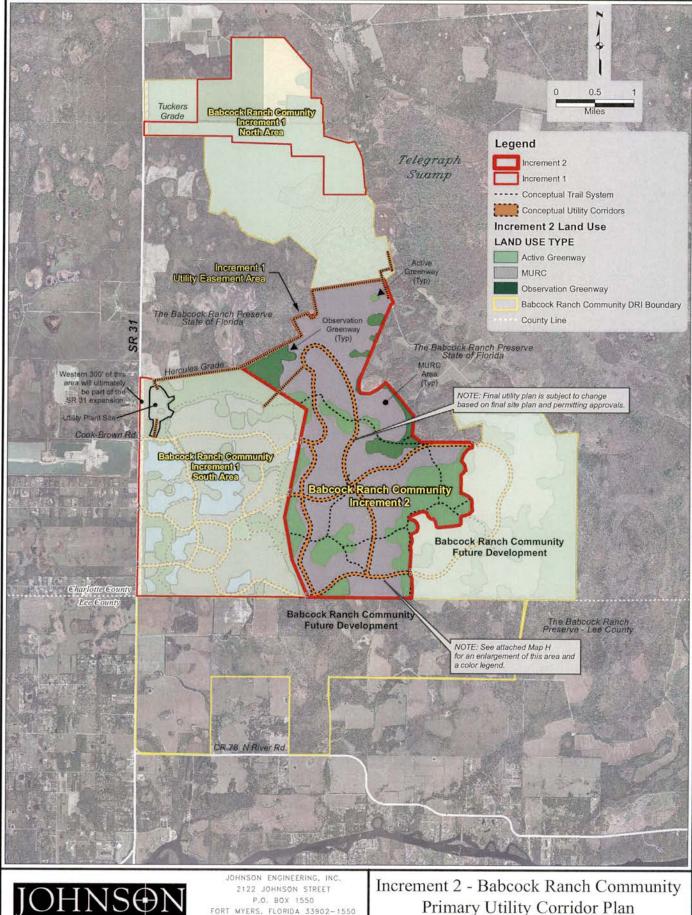
P.O. BOX 1550

FORT MYERS, FLORIDA 33902-1550 PHONE (239) 334-0046 FAX (239) 334-3661 E.B. #642 & L.B. #642

### Greenways & Trails

	Gicci	rinajo					
DATE	PROJECT	FILE NO.	SCALE	SHEET			
JUNE 2021	20129205-004	N2224	As Shown	ЕХН. Н			

# EXHIBIT I Increment 2 Primary Utility Corridor Map



PHONE (239) 334-0046

FAX (239) 334-3661

E.B. #642 & L.B. #642

JUNE 2021

0129205-00

00-00-00

AS SHOWN

EXH 17-1

liftms01/drawings\2012\2012\2025-004\ArcGIS\Exh 17-1 - Prim Utility Corridor Plan 2021.mxd

ENGINEERING

### **EXHIBIT J**

## Increment 2, Future (2033) Traffic Conditions with Project Directional Peak Hour Peak Season

#### EXHIBIT 21.P-32

BABCOCK RANCH COMMUNITY INCREMENT 2 (2020) FIFTURE 2023 TRAFFIC CONDITIONS WITH ERC DRI - ROADWAY SEGMENT ANALYSIS

CHARLOTTE COUNTY Charle. 1100 000 00 ----· make for .... ) jeung ka mang kanan digi kangga pa Dan bayer The second secon Mariana Section 2 of the second section 2 of the section 2 of the second section 2 of the second section 2 of the section 2 of the sec

### HEADOWS 2011

ECONOMISS.
INDOOR DESTINATION DESTINATION OF THE CONTROL LOS NOT EXCENDENT CONTROL LOS NOT EXCEN

EXHIBIT 21.F-35

DABCOCK RANCIF COMMUNITY INCREMENT 2 (2020) FETURE 2023 TRAFFIC CONDITIONS WITH GRC DRI - ROADWAY SEGMENT ANALYSIS

LEE COUNTY

			Secretaria and a secretari and a secretaria and a secretaria and a secretaria and a secreta									0.12015	<del></del>		
			the distance of the contract o	1= cr cr n	,	At /- MARK IN	Hu die		- 4>	"	Man a	ALACA BARN			
		Li	CAMPU FOR Court, when the day of the court	Terretor IVA INCIDE ASSESS	America September 1977   Republic Company September 1977	I have bloom the cut				100 Ar 100 A	100 Oct 101 Oct	THE THE THE PARTY		re-	
45-	N1 N1		204 Sept 15 15 15 15 15 15 15 15 15 15 15 15 15				net network Path Domes to		fun Pull Den			PART	Lam L'T Farm Tay	RA1 801 801 800 901 1	
<del>~77</del>	- 12 FF		A . a . a . a . a . a . a . a . a . a .		abril   25 and 67 and 6	그 선택된 이 된 그	20 ST ST ST	27 9 67 NR S	Ale: Mr EG		रह स्वाप्त्र	O II NO F TALL 1 TO 1	Il Con a Si	No.   albu   (con president)	
	1 4 7 14	200 a 2 40 a		1 01 050 100 1 0 050 100 2 0 050 100 2 0 050 100 3 0 0 050 100	131 Je 104 A	and the top the part of	<del>10 10 1 20</del> 0-	1	100 100			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	10 - 10	Man Aller See Held Serve	
-5	- C	20	10   10   10   10   10   10   10   10	8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		10 10 10 10 10 10 10 10 10 10 10 10 10 1		19 1 1961 1961 196	1 171 701 001	4 14 14 14 14	T		A' I adeved in	Ma 90 100 100 100	
i-a	24	12212	magna II ( home 1/2 Indiana	<del>- 11 36 30</del>	-At 45 Let 105 Let	and any case highly lead and	- 10 -	<del>'' '' '' '' '' '' '' '' '</del> '' <del>'' '</del>	13	7 1 1		1000 1100 1100		- 100 TO 100 TO	
	1000,00	1434.44			(14) the 140 min	<del>24 - 24 - 24 - 24 - 24 - 24 - 24 - 24 -</del>	4) 614 TO MAKE	1 1 3 3 7	-1 1 86	71 1 4	<b>3 </b>		a sinda a p	Page	
	10.44	=1 -A=11		<del>:                                      </del>	100 Aug 100 2	100   100	51 100 2 100	<u> </u>		1 1 10		9	J. Carrieran at	and law has any shift a	
	11.5	11.10	100   100	2 Jan 1970,	PRE PLANT		10 10 10 10 10	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	100	L nor	S # 1 # # 1 -	1-11-2/1-10	A Chicagonia	Max	
	44.5	51000	- 17 February 18 18 18 18 18 18 18 18 18 18 18 18 18		mali Aug and Sacra	12 7 10 10 12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	100 JAN 13 NATE	14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	142 7 150		<del>하 입니다 하나</del>		D. Commercial Commerci	m '90 '90 101	
	through the straight	Arrest .	- 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1 T 1	the Kinta Kana	and the residence	A 100 September 1988 550	3 33 1333		1 1 20 20-01				A Commission of the		
	Foto- J.a	Per E. J		- 1 0x1 0x1	100 100 000 000	100 his one of the same of	A - X	1 1 2 SH K	4 4 7	<del>-1 1</del> -3-	# # # # # # # # # # # # # # # # # # # #	0 2.6 244 0 440 444 0 440 214	Constitution of	100   100	
		Ju	7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	E	Table   1817 270   184 18 -1	HT LI makes at the con-	<del>의 2의 용접함</del>	1-1 M M	- 10 M		10 10 10 10 10 10 10 10 10 10 10 10 10 1	11 720 210 1		- 1 to 1 t	
_	10., 3.5	Compaction	Tel atri	<del>3 - 11 (2 22</del>	A10 - 150 490 Date 1	1154 to 1151 St. 54 11 5.	902	<u> </u>			31 - 31 - 31	1 2 1	C Constitute of the Constitute	mi 23:1 Not 1 har 3:5	
	abi company		7 P Prof. 40 H 19 S	. Pa 25c	Page 1311 311 241 0	क्या क्या प्रस्तित क्या कर	7 471 337	<del>-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1</del>	18 4 481	1 1	(5) 4m 7/1 7/1 7/1 7/1 7/1 7/1 7/1 7/1 7/1 7/1	<u> </u>	f law ware	F (%) (#) # (#)	
	an pripagate			1   1   1   1   1   1   1   1	of the second of the second	<del>:: -::                                 </del>	4 44 4 500		10 10 100			**************************************	I I Bak saysa a	has the the the state of	
	"I'm but in " FA				101 341 348		<del>집 (의 급등의</del> =		13 (404)				C. C. comp. April		
u	Tradeg IA	- Arata	100   200   30   10   10   10   10   10   10	· <del>-                                      </del>	20 100 20 100	10 4441	PI VV	19 24 la 110 - AT	10 10 00	<del>L 31 31 31</del>	13		To the feet To address to To address to To address to To address to To address to To address to	Birt chair blan care oppos	
					FREE CASE LIFE TO CA	10 10 10 10 10 10 10 10 10 10 10 10 10 1	1 1 X 1 X 1 X 1 X 1 X 1 X 1 X 1 X 1 X 1	<del>                                     </del>	1 1 1 1 1 1 1 1			C 32 7.4	The same of the sa	E 100 100 100 100 100 100 100 100 100 10	
1.6	19 At	on the contract		x (1) E	<del>- 11 12 11 11 11 11 11 11 11 11 11 11 11 </del>	CH 84 18 18 18 18 18 18 18 18 18 18 18 18 18	1 11 TO 1		3 %   10 jobs	ी हो हो हो	<del>기 (1) (1) (1) (1)</del>	<del>:                                     </del>	4 1 5 5 5 5	10 1 1 2 P 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	77477454		I said the said to the said to the same		W	Fig. 211, 45.1 44.	9 101 - 9 102	<del>- 3 - 2 - 2 - 2 - 3 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5 - 5</del>	100	1 1 1 1 1 1 1			A Thereses has been	一	
	)-L-E	1 n n n n			100 30 30 Cal	<del>기 성 (반응) 명 명</del>	6 14 Table 1	4 X 20 -4 F	A1	0 3 30	<del>े नाव ।</del>	<del>- 1</del>	Comment of	* 120 Mar 101 1	
	Dyn. t. St. 1	Ar VP	1		1101 204 20	W. J. D. Ed. on U.	10 (11)		145 14 144	19 12 13	10		* 1 THE	1 - W W W 121	
	Day May	Amak		- 1 200 Tab	155 550 550 SEC. 1	110 700 030 050 0 000 000 110 000 000 000 000 000	10 3/2 A NAME		2 Feb. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	71 33	4 14 14 82 1	<del>51  51  53         </del>	A DEPARTMENT OF THE PARTMENT O	No. 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	West section	Admir (Cla Sellone) bud of semilal State constant	/ 10 100 A 10 100 B 100	1 2 2 1	20 0 10 000 000 0	11 to be d'had blacked railed again		<del>구 4 (22 5월) - (</del> 2	1/4 4/ 5/2	<del>i (1 (1 (1</del> (1 <del>(</del> 1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1 (1	1		*_S+A\_##	1 m 1 7 m 1 1 m 1	
	Table Het	Paper a bad report a bad	F	4 1 2 4 4	7.3 1.2 4.4 16.1	PO PULL DISTRICTURE (CO.) CO.)	1 1 1 1 1 1 1		150 _ 1 500	- U 1:		<del>(                                      </del>	The second		
		1 1/2 34 54		11 83 57	124 23 23 23	100 100 100 100	14		10 200	<del>                                     </del>	3 23 25 7			10 10 10 10 10 10 V	
	Garan Bara	andra-rdes	2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 100 4 1500	1944 Date 1954 (	THE PARTY AND TH	2 514 1455	4 5 55 51 5	310 31 31		C 64 30 74 7		Carried Company	30 70 50 40 40 5	
		Cat at 1 (1)	par the state of the state of	11 53 33	300 121 221 142 142 142 142 142 142 142 142	200 200 100 100		1 56 12 5	614 -1	<del>! 4 33 3</del> 4 <del>-</del> 7	# ## ## ## <del>#   -   -</del>		Control of	Tel #1	
्राप्टें के विश्वपत् प्रयम्भी अधिकास	community character to by distance and analysis	Andrew rates Cales 2 My of Estat Forga Prope of Estat Forga Prope of Estat Forga Prope	m of Part 1991	71, 11, 10 A CAN 12.	MIN to no home	1	F	1 1111	1 2		Y 191 - 19 - 19 - 19 - 19 - 19 - 19 - 19		Contract .	12. 02. 02. 02. 02. 02. 02. 02. 02. 02. 0	
_	ability of the Kings	Lorentz Lorentz	per tan tal translation to the com-	4 0 m	10 10 10 10 10 10 10 10 10 10 10 10 10 1	30 30 30 Ball 30 Ball	60 H 5511	4 4 5	179. 1 4 419		<del>하 하나 하는</del>			Single   Special   Speci	
_		At and a sec	For For	**************************************	MEN ON NAVE	- 104 Street 100 100	च स्थित		10 10 100	1 JES	의 원 선생님			<del>2                                    </del>	
		to Parameter de marce		3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			<u>생 - 12일 - 김 동생원</u>			- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	4 (7) (3) (3) (4)		A should be a second	15 15 15 15 15 15 15 15 15 15 15 15 15 1	
	OF THE PERSON NAMED IN	14 1 m 14 m 1 m	100 bit 1 100 1200 Michigan	# 1: W1 11 0 7: 12 0 74	100 00 00 000 -	च्या प्रत्ये कार्य के बार कार्य	7. Table 1. William	<del>1 -7 (1 -31 -3</del>	<del>  3</del> 3  <del>- 1 3</del> 3:	1 1 2 2	4 65 34 54 54 54	1 100 100	NEW TO LEAD		
	(1 th make the Systems B.) (1 th production for participations)	14 m/m/1 - 2 m - 4 1/4 m	1 Par 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	V J. 41 44 10 10 10 10 10 10 10 10 10 10 10 10 10	100 pp 1741 -	70 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -	1 50	(m 2 to 2)				1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	A STATE OF THE REAL PROPERTY.	1	
	in the		June our Charles Charl	3 0 0 0 0	*** - *** > *** ·	44 111-m- 12-	6 13.4 S		10 10 10 10	***			CONTRACTOR AND AND ADDRESS OF	4 44 A 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	12-1	C IIV		10 10 10 10 10 10 10 10 10 10 10 10 10 1	54 B	The man this sand that	5 *: 1523	- j = 1 *2 *2 j = 15	1 200				0.11V91.10V9.10 0 0	<del>: [ # [ # ]                             </del>	
	Physical St.	in o in	Pro   Cont   Pro   Cont   Pro   Pr	1 1 2 2 2 2 2 2	Mary - 17 - 17 - 17 - 17 - 17 - 17 - 17 - 1	THE REAL PROPERTY AND THE	10 100	3 <u> </u>		1	3-3 <del>31-31</del> -3-3-1	1 2 7 2	A second larger to	019 3rti 1018 and 1000 A	
	Table 1 of	DAY SHALLOW		I AND IN HIS NAME		150 Table 1000 San 1000 1000 1000	9 3 1 1 halls	- <del>3 -3 :3 :3 -3</del>	- 10 COCC		10 10 10 10 10 10 10 10 10 10 10 10 10 1	<del>(                                       </del>	AND MARKET BELLEVILLE		
na)u i	New Assert all Value Lanes.	SAS LINE OF BURN		11.10.00.00	20 10 10 miles	And the Attended to the	1 CT 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	4 9 hrs 204 S	374 3700	3-31-5	1 111 11 11 11	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Sec. 134. [44. 262. 155. ]	
	or processes	Comment or some that		11 111 111	(4) (Aug va 1954)	리- <del>의 제하다 (이 10</del>	<del>N N N N N N</del>	세 : 125 전 - 2	374 1 100.7		A 22-1 04 68 C		A		
	Ve day they are place.	Tynamusut.	and the all a little states to account	1 - 3 - 3 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	<del>700 (20 100 100 100 100 100 100 100 100 100 1</del>		# N. J. S. S. S.	F 4 40 10 1 1 1	#47 7 Am		# # # # # # # # # # # # # # # # # # #	11:00	4.31 - 1.3	10 100 MI PO 100 S	
=		A H. San J. San San	The second secon	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	*D** *** *** ***	Our officers by the	III stord for market		Har in the	F 15 10 1	( ) in   -ar -ri	7 7		- 10 Lin 1717 Uni 1	
	Market and the same		Control of the contro	13.5 St. 15 St. 13.10	#이 #	### 1997   14   15   15   15   15   15   15   15	1 110 50 500 7		444 2 201	10. ET 10.	7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			1 84 5 m min 345 mm	
	Mark Track - Sear Bay File on the Albert - File District - File District - File	Laboration gra		10 70	THE PALL	TO CHEST WHEN	11 - 12 - 13 - 13 - 13 - 13 - 13 - 13 -	7 7 2 7 7	12345 517 627 6	23 11 22 E		3, 344	1 V 1 V 1	<u></u>	
	10-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	particular of ph	300 July 8 4 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	10.00	100 TO 10						6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	1 2 2 2 2 2	CATION SOLD IN NO.		
	# 1727 his	The real strates	- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	100 W - S   100 W	Note: The State of the con-		- 19 13 CVST	의 <del>트를 취 되는 가</del>	<del>- (1)                                   </del>	<del>- 1 1 - 1 - 1</del>	7 7 1 1 1 1	tid's alle	24 J. P. W. H. J. S. L.		
hijomaki i	Maring and Are I	An Industry April	2 at 100 100 100 100 100 100 100 100 100 10	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			3 37 3 30 5 -		7.4 77 1953 - 7.4 7 1953 - 7.4 7 1953		1 150 1 100 100 1	-	PLUM I I I I I	25 AV 100 100 100	
<u></u>		(contract the part)	mad re- be fruit toom to the way to	2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	the on the	- P-	in Kha		174 10 hada	<del>                                      </del>	<del>/ 331 23 33 1 1</del>	1 2 1 3	CONTRACTOR OF THE STATE OF	The Case Now Mile Price 5	
	Maringa Parkapan Ba	of the state of the	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	alter to the last	10 20 1015	<u> </u>	- 131 131111	<del>3 3 80 25 3</del> 0	FR 44 Maria		9 10 10 1	1 1 1 1 1		<del>一番 12 12 12 12 12 12 12 12 12 12 12 12 12 </del>	
milu.	- PERSONAL PROPERTY AND		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	<u> </u>	경 <del>리 (2) (경 (2))</del>	the way interface (set the	1 The state of the		THE IN LESS		12   12   13   14   15   15   15   15   15   15   15	11 5% 15% 1-1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1	
	de Nobel of	TPAN-No	10 100 0 100		1 1 1 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		6 10 10 504 0 104 W 544 8 144 U 544	<del>다 경 (2 2점) - 2</del> 3	5 PG 61 CE		4 1 1 1 17 1		3.70		
	The said of	Parker Mar.	7 27 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 To 1 To 1	100 and 100 an	4 24 25 25 24 25 24	20 10 500	15 15 14 AND 10 10	9 Fig. 60 (825) 9 Fig. 60 (825) 10 Fig. 60 (825) 10 Fig. 60 (825) 10 Fig. 60 (825)	<u> </u>	3 767 1 1 1 1 1	1100	1 120 A	- 175 Ph 195 377 -	
	A Parker ba	Sheden and	tem profit to the temperature of the contract of	200	50 of W	4 - 4 723 1 1	72 10 444		1214 12 1300 c	- 30 1-	1964   1971   1972		Carlo Control		
إركدوك الشيرا	National Section 1	Committee and the second		0 0 1 1 1 1 1 1 1 1 1 1		4	77 10 10 10 10 10 10 10 10 10 10 10 10 10	1 30 Mg Pag		<u> </u>	<b>直接上記 書き</b>	1	O THE REPORT OF THE	D. 105 27 74	
	THE STATE OF	- 10		224 22	V	20 - AL AL AL AL AL	4 -1	<del>의 최 (2)</del> (2)나 7)	- 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			T	L 1 4. 2 4, 5 1	<del>工作 图 图 图 10</del>	
** 7HI	I diam	hat grants	1   1   1   1   1   1   1   1   1   1	Tree or in the second		THE PERSON NAMED IN THE PE	1 10	1 3 31 31	C455 IN NO.56	_ 1_ 1: 11 1	<u> </u>	1:55+561   6	1000	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	B-1	The state Same Manual Asset	to F many high   He   deate   The fill   Res (See at 1 for	1 10 10	Mary Day of Street	22	P 10 10 10		10 000	-3 M 100 N			Carlos a color	100   100	
	Specifical	red Alberty Harb gradfield Dayson h	PRACTICE HANDERS TO A SHARE THE	107 107			0 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	4 2 25 24 - 22		# # 12		1 2 1 1 1 1 1			
_	er paren gang t	trets has reason 1 - 4	100 054 B 1129 1749 Wallet			2 22 22 22 22	1117 1116			1 31 35 3	1 mm 15 T	F (70) 200		<u> </u>	
							er cree decour	4 4 104 211 43	71 1-4-1	न मी अपने क	24 april 1112 111 2 1	1 100 100 1 11		THE PROPERTY OF TAXABLE A	



#### EXHIBIT 21.F-26

BABCOCK RANCH COMMUNITY

FUTURE 2013 TRAVFIC CONDITIONS WITH DRC DRI - ROADWAY SEGMENT ANALYSIS

#### LEE COUNTY

		- COLONIA CONTRACTOR C	617 KH S ( S K	
		Fire 40 Action 1 to 1		SMA PACINE
				Age types
		AND DE 100 DE CASAL INTER AN PARAMETER SANGEROR		
	to hear that the same and the same			
	STATE OF THE PARTY	And the first the time to be districted to the same of the same and the same time that the same time the same time to the same time to the same time to the same time to the same time time time time time time time ti	NOW Taken have been more than 1945 1946 as make with	The same was the same of the s
			NOTE TRANSPORT THAT THE PART THAT I WAS AN OWN THAT	1971 1975 With 1971 1971 1971 1971
Sign with Benefit by Manager and the large and the	100-1 100-1 B   1-110-1			
No. 100 April 10				
	Prof. prof.   1,   1 and   1 peris			
The second street of the second in				
* incert has produced				
P 17 Theological Following		_ 어느		
* Cultiments Federal and the second				a to the same to t
անականություններ իրագալի Ման իրագալիան				
	E Bad West Record of Both Ball Call Supe			
7 July 1				
40 Bully-1-19 Bully can dept to the contract of the contract o				
The property and the property of the property				
[4] [1] [4] [1] [4] [4] [4] [5] [6] [6] [6] [6] [6] [6] [6] [6] [6] [6				
H' horas Caratana as				

ITE PET SINFECTI SKALLEY PLACEBORE TO PR. MOD SACKING OUTSIAND NO MUTAL NO MOTOR NO

FIGURESTE:

(1) PROTEINED:

(1) PROTEINED:

(1) PROTEINED:

(1) PROTEINED:

(2) PROTEINED:

(3) PROTEINED:

(3) PROTEINED:

(4) PROTEINED:

(4) PROTEINED:

(5) PROTEINED:

(5) PROTEINED:

(5) PROTEINED:

(6) PROTEINED:

(7) PROTEINED:

(8) PROTEINED:

(8

### **EXHIBIT K**

## Increment 2, Future (2033) Traffic Conditions with Project Proportionate Share Calculation

								NCREMEN							
<u> </u>		<del></del>	Campionice (Incre	meni i + Inco	ement 2) Proj	partionule Sh	are Çasî Edim.	ares for Signifi	icani cind A	idverse Inte					
fotosection		_	Construction	Contingency	Total	Englacering		Total Project	Project	Total	Capacity (with	erioacie Sture Culculati Copacep (#115	_	Description	<b>n</b>
2) SK Welliam	Rd.	Emprovement	Cou	(52.21	Cost 40	(15%)	CTI(15G)	Cort	Traffic	Traffle	ವಾರ್ಡಿಯಕರಾಗಾಗ)   ಭಾರತಿಯಾಗಿದ್ದ	project pathon contra project pathon contra	Capacity Added	Share (%) 12	Propostionate State Cost <sup>16</sup>
769	Thm TR	No Project related improvement No Project related improvement No Project related improvement	1 50	20 20	50 50	\$0 50	50 50	50 50					D D	03 63	\$0 \$0
550	t.r Tare	No Project related improvement No Project related improvement	. <u>1</u>	50 50 50	50 50	50 50	50 50 50	90 90 90					6	0% 0%	30 30 30
<u> </u>	RT LT	Add: S9 Right Turn Lane No Propert related approvement	\$174,767	\$43.692 \$0	5218-459 50	\$10,76 <b>0</b>	532,769 30	<u>50.9%</u>	0	P03	DS.		- <del>7</del>	0%	50 50
£39	Thrus INT	No Project refered exprovement No Project refered exprovement	50	50 50	50 50	50 50	\$0 16	50 50					<b>0</b>	0% 0%	50 50
ив	1.T The	No Project related expensioner: No Project related improvement No Project related improvement	50	50 50	50 50 50	50 50 50	50 50	50 50 50					<b>0</b>	0/1 0/1	\$0 \$1
That's Cargo		An Project tehuna imperioren	Subtated 5574.767	1/1.002				SII	=	169	NIA	N/A	NA.	93 93	50 50
<u> </u>			200000 3174787	JA 3, 0 F2	\$218,459	\$32,769	532,769	5783,594							10
Interaction			Construction		Total						Capacky (with	niazua Stare Catalesto Capacity (with	n		-
12) SR #0 at Grange R	iser Died.	largen enect	Cass	Contingency (25%)	Cost <sup>41</sup>	Engineering (15%)	(E1 (15%)	Total Project Cost <sup>(2)</sup>	Project Traffic	Total Textile	to demand (approximates)	bookground and project improvements	Copority Added	Proportionate Share (%) <sup>77</sup>	Proportinasie Stare Cou <sup>44</sup>
Nus	£T	AMIN'S Lek-Toro Lane No Project related empowement	\$81,73J 30	\$20.83H \$0	\$104.168 50	\$15,625 \$0	513.625 \$0	5135,418 50	0	729	520	<b>43</b> H	311	6,5	\$0
<u> </u>	L.T	No Project related emprovement No Project related jurgety, cyclick	so	50 50	\$0 \$0	- <u>\$0</u>	50	50 50						93 93	50 20
fil	Thru RF	No Project related improvement No Project related improvement		50 50	50 50	50 50	50 50	\$0 50					D	DO:	50 50
E.8	Thru RT	No Project ethical impose and No Project related improvement No Project related improvement	50 50	50 50	\$0 \$0	\$0 \$0	50 50	\$0 \$0			-		D D	6% 6%	\$0 10
เรล	I.T Thru	Add WR Lett-Tem Leas No Project related Impresented	583,314 50	\$20,H34 \$0	5104,163 50	50 515,625 50	\$15,625 \$0	\$0 \$135,418 \$0	12	192	194	25.1	60	9% 9%	50 572,223 50
Traffic Conten	RT	No Project related improvement No Project related improvement	50	so	<u>36</u>	50	<u> </u>	\$0 \$0	92	921	89		a	95	50 50
L			Subject \$765,568	\$41,467	1201,005	\$71,250	831,199	\$270,408						•	\$73.223
•												ninome State Chierando			
Trementon	"	Emprovement	Çarniferçika Cosa	Covingency (ಚಿನ)	Total Communica	Engineering (15-73)	CEL (15%)	Total Project Cost 15	Profess Tractic	Total Teatte	Capacity (with brokground	Capacity (with background and	Chipacity Added	Proportionale Share (%) <sup>(b)</sup>	Propostionate Share Cost <sup>(4)</sup>
DISR No ≥ SR	31   LT	Add N3 tell-Turn Lase	581,334	520,534	Cost 14 \$104,168	\$15.625	\$15,625	\$105,411		109	(18	husters (misses amore)	25	03	50
ND	RT	No Petytes related improvement No Petytes related improvement	\$0 \$0	\$0 50	50 50	\$0 \$0	50 50	\$4) 50					0	6% 6%	50 50
538	Thru	No Project related improvement No Project related improvement	30 50	50 50	50 50	20 20	\$0 \$0	50 50					6 0	0% 6%	50 50
£1	LT Tera	No Project related improvement No Project related improvement No Project related improvement	80 80	50 50	10 10 10	50 50 50	50 50	50 50				<del></del>	0	6.2 024	50 50
	RT U.T	No Project reliated improvement No Project reliated improvement	53 50	50 50	50	50 50	50 50	50 50						9% 9%	50 50
1973	Thru RT	Add WB Thro Lanz on approach (total of No Project placed approvement	of 3/ <sup>20</sup> 5366, 163 50	\$91,541 50	\$457,704 \$0	368.636 50	568,636 50	\$595,015 \$0	0	1147	1156	1301	143	9% På	50 50
Traffic Control		No Project retailed expresement	Subroral \$459.097	****				50	·	1.756	N/A	. NA		102	<u> </u>
					3561,377	555.752	264,281	\$2,00,710							7.0
	- 1			#N,)%	\$561,877	\$84,281	\$44,281	\$210,733			Promod	timale Share Cate tarks	<u>-</u>		30
Interpretation	Į			0-1	Test		-		Protest	Total	Copacky (with	tionale Share <u>Calculation</u> Capacity (with		Presedicate	
Intersection 1815R31 at SR	,,	1. Сарча чете са 1	Construction Cost	0-1		Engineering (15%)	\$64,287 CEL (15%)	Total Project Cod <sup>co</sup>	Project Tea::Tir	Tecal Traffic		•	Cupacity Addres	Proportionals State (S.) <sup>60</sup>	Proportionale Share Coss <sup>c#</sup>
	I.T 12mu	Ne Project related unprovement No Project related improvement	Construction Cast \$0 50	Contingency	Tetal Construction Clear (1) 10 50	Engineering	-	Total Project Coul <sup>50</sup> \$0			Coparity (with background	Capacity (white background and	Cupacity Addres		Proportionale Share Cons <sup>44</sup>
1815R 31 =15R7	I.T Tenu RT LT	No Project related improvements No Project related improvements No Project related improvement No Project related improvement	Communition Casa \$6 \$0 \$0 \$0	Coolingency (15-5-) \$0 \$0 \$0 \$0	Testal Guratengtion Cites (1) 50 50 50	20ngineering (15%) 50 50 50 50	CEI (15%) 50 50 50	Total Project Cod <sup>co</sup> \$0 \$0 \$0			Coparity (with background	Capacity (white background and	Cupacity Address  0 0 0 0	Share (%) <sup>67</sup> 67 69 69	Proportionale Share Cont <sup>(1)</sup> 50 50 50 50
1815R 21 =LSR 1	I.T Text RT LT Thru	No Project related unprovement No Project related improvement No Project related displacement No Project related unprovement No Project related improvement No Project related improvement	Construction Cast 50 50 50 50 50 50 50	Coolingmary (15-5-)  50  50  50  50  50  50	Total Generaction Cast <sup>(1)</sup> 50 50 50 50 50 50	Engineering (15%) 50 50 50 50 50 50 50	CEI (15%) 50 50 50 50 50 50 50	Total Project Cost <sup>FD</sup> \$0 \$0 \$0 \$0 \$0 \$0	Te::Diç	Iralls	Coparity (with tracing round (representate)	Corporate (with background and project languagements)	Cupacity Address  0 0 0 0 0	Stare (5) <sup>67</sup> 67 69 69 99	Propositionale Share Cost <sup>44</sup> 50 50 50 50 50 50 50
1815R 31 =15R7	I.T Tenu RT LT Theu	No Project related improvement No Project related improvement Add 188 Letter than Lond No Project related intervencency No Project related in Project No Project N	Construction Cast \$0 \$0 \$0 \$0	Confingency (15%) \$0 \$0 \$0 \$0 \$0	Total Gundragian Class <sup>(0)</sup> 30 30 30	Engineering (15%) 50 50 50 50 50 50	CEI (15%) 50 50 50 50 50	Total Project Cod *** \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0			Coparity (with trackground	Capacity (white background and	Cupacity Address  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Share (5) <sup>67</sup> 67 67 69 0% 0% 0% 0% 0% 0%	Propositionale Share Cost <sup>44</sup> 59 59 59 59 59 59 59 5135,416 50
141 5R 31 = L SR 7 124 5B	LT Thru RT LT Thru RT LT Thru RT LT Thru RT LT Thru RY LT Thru	No Project related approximate No Project related Improvement	Construction, Case 50 50 50 50 50 50 50 50 50 50 50 50 50	Confingency (15%)  50  50  50  50  50  50  50  50  50  5	Tend Girzfragion Char <sup>(1)</sup> 50 50 50 50 50 50 50 50 50 50 50 50 50	Engineering (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	CEI (15/5) 50 50 50 50 50 50 50 50 50 50 50 50 50	Total Project Cost *** \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	Te::Diç	Iralls	Coparity (with tracing round (representate)	Corporate (with background and project languagements)	Cupacity Address  0 0 0 0 0 0 10 105	Share (5) <sup>67</sup> 64 65 65 06 09 00 00 000	Proportionale Share Cost*** 50 50 50 50 50 50 50 50 50 50
1815R31 = LSR1 NU 5R	LT Thru FT LT Thru FT LT Thru FT LT Thru FT LT Thru FY LT	No Project related improvement file Project file Project file Project file Project file P	Construction Cost 50 50 50 50 50 50 50 50 50 50 50 50 50	Coolingency (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	Tetal Guntengtion Cast <sup>(1)</sup> 50 50 50 50 50 50 50 50 50 50 50 50 50	Engineering (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	50 50 50 50 50 50 50 50 50 50 50 50 50 5	701al Project Cost 120 50 50 50 50 50 50 50 50 50 50 50 50 50	Te::Diç	Iralls	Coparity (with tracing round (representate)	Corporate (with background and project languagements)	Cupacity Address  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Stare (Sc) <sup>67</sup> 63 63 65 65 65 65 65 65 65 65 65 65 65 65 65	Proportionale Share Coss <sup>48</sup> 590 590 590 590 590 590 590 590 590 590
141 SR 31 = 1 SR 3	LT Thru RT LT Thru RT LT Thru RT LT Thru RT LT Thru RY LT Thru	No Project related improvement for brigger related improvement for brigger related improvement for brigger related improvement for Project related improvement for Project related improvement for Project related improvement for Brigger related improvement.	Construction, Case 50 50 50 50 50 50 50 50 50 50 50 50 50	Confingency (15%)  50  50  50  50  50  50  50  50  50  5	Tend Girzfragion Char <sup>(1)</sup> 50 50 50 50 50 50 50 50 50 50 50 50 50	Engineering (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	CEI (15/5) 50 50 50 50 50 50 50 50 50 50 50 50 50	7 out Project Cost *** \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	Fractive 524	1r40k	Consists (with trackground transporters and transporters and	Capacity (with battiground and project large-scene to)	Cupunity Accord	Sture (5) <sup>6</sup> 64  63  65  65  65  65  65  65  65  65  65	Propostionale Share Cost*** 59 59 59 59 59 59 59 59 59 59 59 50 59
141 SR 31 = 1 SR 3	LT Thru RT LT Thru RT LT Thru RT LT Thru RT LT Thru RY LT Thru	No Project related improvement for brigger related improvement for brigger related improvement for brigger related improvement for Project related improvement for Project related improvement for Project related improvement for Brigger related improvement.	Construction Code  50 50 50 50 50 50 50 50 50 50 50 50 50	Coolingercy (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	Testal Curretness Coas (*) 50 50 50 50 50 50 50 50 50 50 50 50 50	Engionectag (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	50 50 50 50 50 50 50 50 50 50 50 50 50 5	Total Project Cod ***  \$0  \$0  \$0  \$0  \$0  \$0  \$13,418  \$0  \$0  \$0  \$13,548  \$0  \$0  \$0  \$0  \$0  \$0  \$0  \$0  \$0  \$	524 524	641 641	Congacting (wilds background trappers mass)	Capacity (with businessed each particular section p	Cupacity Actived  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Share (S.) <sup>(1)</sup> 67  63  63  65  63  65  65  65  65  65  65	Proportionale Share Cest <sup>18</sup> 59 59 59 50 50 50 50 50 50 50 50 50 50 50 50 50
185 SR 21 os SR 1 NS SR RB SR Traffic Costol	LT Teru RT LT Thru RT LT Thru RT LT Thru RT LT Teru RY LT Thru	No Project related improvement for brigger related improvement for brigger related improvement for brigger related improvement for Project related improvement for brigger related improvement.	Construction Cost 50 50 50 50 50 50 50 50 50 50 50 50 50	Conductors (15%)  50  50  50  50  50  50  50  50  50  5	Tetal Guntengtion Cast <sup>(1)</sup> 50 50 50 50 50 50 50 50 50 50 50 50 50	Engineering (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	50 50 50 50 50 50 50 50 50 50 50 50 50 5	701al Project Cost 120 50 50 50 50 50 50 50 50 50 50 50 50 50	524 524	1r40k	Capacity (with background trapportragues)  624  Proposit Capacity (with background background)	Capacity (with bardgement and party (cc) largument and party (cc) largument and party (cc) largument (cc) [27]  729  NA Jonata Neur Calculating Capacity (with trackground and	Cupacity Addrd	Sture (5) <sup>6</sup> 64  63  65  65  65  65  65  65  65  65  65	Propostionale Share Cost ***  50
HISR 23 as SR 1 NU SR EB TESTE Cost of Generation 1915 R 21 as North Sov	LT Then RT LT Then RT LT Then RT LT Then RT LT Then RY LT Then RY	No Project related approximate No Project related improvement	Construction Case  50  50  50  50  50  50  50  50  50  5	Coolingmey (15/5-) 50 50 50 50 50 50 50 50 50 50 50 50 50	Testal Gundangton Cast (1) 50 50 50 50 50 50 50 50 50 50 50 50 50	Engineeting (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	CEL (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	Total Project Cod ***  \$0  \$0  \$0  \$0  \$0  \$0  \$15,418  \$0  \$0  \$0  \$0  \$0  \$0  \$0  \$0  \$0  \$	524  524  Froject	641 641 70td	Cogarity (with trackground trapporters ass)	Capacity (with battigeness test project larger sector)  529  N/A  Locate Neuro Calendaria  Capacity (with	Cupacity Addrd	Share (S) <sup>(6)</sup> 63 63 63 63 63 63 63 63 63 63 63 63 63	Proportionate  50 50 50 50 50 50 50 50 50 50 50 50 50 5
145 SR 23 as SR 1 NU SR EB SVB Traffic Control Control Control F0 SR 23 at Numb Rec	LT Janu RT LT Thru RT LT Thru RY LT RY RT RT RT RT	No Project related approximate No Project related improvement	Construction   Cons	Coolingracy (15%)  50  50  50  50  50  50  50  50  50  5	Testal Construction Coast 19 53 53 53 55 55 55 55 55 55 55 55 55 55	Engineering (15°4)  50  50  50  50  50  50  50  50  50  5	CEL (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	7 out Project Cod To 50 50 50 50 50 50 50 50 50 50 50 50 50	524  524  Froject	641 641 70td	Capacity (with background trapportragues)  624  Proposit Capacity (with background background)	Capacity (with bardgement and party (cc) largument and party (cc) largument and party (cc) largument (cc) [27]  729  NA Jonata Neur Calculating Capacity (with trackground and	Cupanity Actived  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Stare (C.) <sup>40</sup> 63  63  63  65  65  65  65  65  65  65	Proportionale Share Cost <sup>16</sup> 59 59 59 59 59 50 50 50 5135,425 50 52 52 52 54 55 55 55 56 57 58 58 58 58 58 58 58 58 58 58 58 58 58
HISR 23 as SR 1 NU SR EB TESTE Cost of Generation 1915 R 21 as North Sov	LT Thru RT LT Thru RT LT Thru RT LT Thru RY LT Thru RY LT Thru LT Thru LT Thru RY LT	No Project related improvements for brigger related improvements. No Project related improvements. No Project related improvement in the Project related improvement. No Project related improvement. No Project related improvement. Add ER Letter Part Improvement No Project related improvement.	Construction   Constr	Configuracy (15°G+)  50  50  50  50  50  50  50  50  50  5	Tetal Commence Con 19 50 50 50 50 50 50 50 50 50 50 50 50 50	Englanetag (15%)  50  50  50  50  50  50  50  50  50  5	CEL (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	7 oad Project Cod ***  \$0 50 50 50 50 50 50 50 50 50 50 50 50 50	524  524  Froject	641 641 70td	Capacity (with background trapportragues)  624  Proposit Capacity (with background background)	Capacity (with bardgement and party (cc) largument and party (cc) largument and party (cc) largument (cc) [27]  729  NA Jonata Neur Calculating Capacity (with trackground and	Cupacity Address  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Stare (C.) <sup>(1)</sup> (**)  (**)	Proportionate Share Cost 18 50 50 50 50 50 50 50 50 50 50 50 50 50
145 SR 23 as SR 1 NU SR EB SVB Traffic Control Control Control F0 SR 23 at Numb Rec	LT Thru RT LT Thru RT LT Thru RT LT Thru RY LT Thru	No Project related upproximate No Project related upproximate No Project related improvement	Construction Construction Construction Construction St.	Configuracy (15-5-)  50  50  50  50  50  50  50  50  50  5	Tests Communication Coast 19 50 50 50 50 50 50 50 50 50 50 50 50 50	Englanetage (15°4')  50 9  50	CEL (15-7) 50 50 50 50 50 50 50 50 50 50 50 50 50	Total Project Cost **  \$6  50  50  50  50  50  50  50  50  50  5	524  524  Froject	641 641 70td	Capacity (with background trapportragues)  624  Proposit Capacity (with background background)	Capacity (with bardgement and party (cc) largument and party (cc) largument and party (cc) largument (cc) [27]  729  NA Jonata Neur Calculating Capacity (with trackground and	Cupacity Active  0 0 0 0 0 0 0 0 0 0 0 0 0 Cupacity Active  Cupacity Active  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Stare (C <sub>2</sub> ) <sup>40</sup> 63  63  63  63  63  63  63  63  63  6	Proportionale Share Cose <sup>18</sup> 59 59 50 50 50 50 50 50 50 50 50 50 50 50 50
HIS SR 23 as SR 1 NU SR EB VVB Tentile Control VII SR 21 as North Soc NO SB	LT Then RT LT Then	No Project related approximate No Project related improvement	Construction (2004)  50  50  50  50  50  50  50  50  50  5	Configuracy (15-5) 50 50 50 50 50 50 50 50 50 50 50 50 50	Tests Gunderoution Coar 111 52 53 53 53 55 55 55 55 55 55 55 55 55 55	Engineering (15°4)  50  50  50  50  50  50  50  50  50  5	CEL (15-5) 50 50 50 50 50 50 50 50 50 50 50 50 50	Total Project Cost **  \$6  \$5  \$5  \$5  \$5  \$5  \$5  \$5  \$5  \$5	524  524  Froject	641 641 70td	Capacity (with background trapportragues)  624  Proposit Capacity (with background background)	Capacity (with bardgement and party (cc) largument and party (cc) largument and party (cc) largument (cc) [27]  729  NA Jonata Neur Calculating Capacity (with trackground and	Cupacity Actived  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Sture (G) <sup>di</sup> C1  C3  C3  C3  C4  C5  C5  C5  C5  C5  C5  C5  C5  C5	Proportionale Share Cest <sup>38</sup> 59 59 59 59 59 59 59 59 59 59 59 59 59
HIS SR 33 as SR 1  NU  SR  RB  VB  Tentile Council  Idanterities  NB  SE  FR  WB	LT Then RT RT LT Then RT RT LT Then RT RT LT Then RT	No Project related approximate	Construction   Cons	Coolingracy [15/5-] 50 50 50 50 50 50 50 50 50 50 50 50 50	Tetal Control of the	Englanestage (15 %) 50 50 50 50 50 50 50 50 50 50 50 50 50	CEL (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	Total Project Cost **  \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$5	524  524  Froject	641 641 70td	Capacity (with touch cross of the touch cross of th	Capacity (with butterpresent and project largoverness) and project largoverness) 729  NA  Novade Sharr Calcadiana Capacity (with fast operand and goodpress trappost trappost-trappost trappost-	Cupacity Active  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Sturr (C.) <sup>(1)</sup> C 1  C 2  C 3  C 3  C 4  C 5  C 5  C 6  C 7  C 7  C 7  C 7  C 7  C 7  C 7	Frequentionale Share Cose <sup>18</sup> 59  59  50  50  50  50  50  50  50  50
HIS SR 23 as SR 1 NU SR EB VVB Tentile Control VII SR 21 as North Soc NO SB	LT Then RT RT LT Then RT RT LT Then RT RT LT Then RT	No Project related approximate No Project related improvement	Construction   Cons	Coolingracy (15/5-)  50  50  50  50  50  50  50  50  50  5	Testal Construction Cost 19 50 50 50 50 50 50 50 50 50 50 50 50 50	Engineering (15 %) 50 50 50 50 50 50 50 50 50 50 50 50 50	CEL (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	Total Project Cost **  \$0  \$0  \$0  \$0  \$0  \$0  \$0  \$0  \$0	524  524  Froject	Self Self Self Self Self Self Self Self	Capacity (with toucher ment of the property of	Capacity (with barrierscool east project lamprovements)  729  NA  Jonate Share Calculation Capacity (**in barrierscool and project lamprovements)	Cupacity Address  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Share (C <sub>2</sub> ) <sup>40</sup> 64  65  65  65  65  65  65  65  65  65	Proportionale  Visure Coef**  59  59  59  59  59  59  59  59  59
He SR 21 at SR 1 NU SR RB WB Transfer Control VG SR 21 at Numb Sou	LT Then RT RT LT Then RT RT LT Then RT RT LT Then RT	No Project related approximate	Construction   Cons	Coolingracy [15/5-]  50  50  50  50  50  50  50  50  50  5	Testal Construction Cost 19 50 50 50 50 50 50 50 50 50 50 50 50 50	Engionestage (15 %) 50 50 50 50 50 50 50 50 50 50 50 50 50	CEL (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	Total Project Cost **  \$0  \$0  \$0  \$0  \$0  \$0  \$0  \$0  \$0	524  524  Froject	Self Self Self Self Self Self Self Self	Capacity (with stude road frequence of the stude road frequency of the stude road freq	Capacity (with butterpresent and project largoverness) and project largoverness) 729  NA  Novade Sharr Calcadiana Capacity (with fast operand and goodpress trappost trappost-trappost trappost-	Cupacity Address  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Sturr (C.) <sup>(1)</sup> C 1  C 2  C 3  C 3  C 4  C 5  C 5  C 6  C 7  C 7  C 7  C 7  C 7  C 7  C 7	Proportionale  50 90 90 90 90 90 90 90 90 90 90 90 90 90
181 SR 21 at SR 1 NU SR RB SW Transfer Control VI SR 21 at Nursh Sou	LT The ST	No Project related approximate	Construction   Cons	Conductors (15-5)  50  50  50  50  50  50  50  50  50	Testal Gunderoutilen Case (**)  50  50  50  50  50  50  50  50  50  5	Engineering (15°4) 50 50 50 50 50 50 50 50 50 50 50 50 50	CEL (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	Total Project Cost **  \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$5	522 S20 S20 I Project Traffic	641 641 7-641 7-7-644 9-1 9-1 7-7-644 7-7-644	Capacity (with stude road frequence of the stude road frequency of the stude road freq	Capacity (with butterpresent and project larger control of the province of the project larger control of the project larger co	Cupacity Active  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Sture (C.) <sup>(II)</sup> 6 th 6 t	Freportionale Share Cost <sup>38</sup> 59 59 59 50 50 50 5133,416 50 50 50 50 50 50 50 50 50 50 50 50 50
He SR 21 at SR 1 NU SR RB WB Transfer Control VG SR 21 at Numb Sou	1.7 178m 178m 178m 177 178m 177 178m 178m	No Project related approximate No Project related approximate No Project related improvement	Construction   Cons	Conductors (15-5)  50  50  50  50  50  50  50  50  50	Tests Gunderoution Coad **  \$2	Engineering (15°4)  50  50  50  50  50  50  50  50  50  5	CEL (15/5) 50 50 50 50 50 50 50 50 50 50 50 50 50 5	Total Project Cost 19 135,418 10 150 150 150 150 150 150 150 150 150	SSA SSA Project Truthe	641  C41  Total Tendio	Capacity (with touck count of the country of the co	Capacity (etch barrier count in a project larger execution and project larger execution).  329  NA  NA  Capacit Neur Calculations gravity in fractigneous and gravity in f	Cupanity Actived  Cupanity Actived  Cupanity Addod	Sture (G) <sup>(ii)</sup> C4  C5  C5  C5  C5  C5  C5  C5  C5  C5	Proportionate  Share Cost **  19  59  59  59  59  59  59  59  59  59
181 SR 21 at SR 1 NU SR RB SW Transfer Control VI SR 21 at Nursh Sou	The street of th	No Project related approximate No Project related improvement No Project related improvement No Project related improvement No Project related improvement No Project related approximate	Construction   Cons	Conductors (15-5)  50  50  50  50  50  50  50  50  50	Testal Gunderoutilen Case (**)  50  50  50  50  50  50  50  50  50  5	Engineering (15°4) 50 50 50 50 50 50 50 50 50 50 50 50 50	CEL (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	Total Project Cost **  \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$5	522 S20 S20 I Project Traffic	641 641 7-641 7-7-644 9-1 9-1 7-7-644 7-7-644	Capacity (with touck count of the country of the co	Capacity (with barrier reaction of the process and profess larger reaction of the process and profess larger reaction of the process and profess larger reaction of the profess larger rea	Cupanity Actived  Cupanity Actived  Cupanity Addod	Sture (C.) <sup>(II)</sup> C C C C C C C C C C C C C C C C C C C	Proportionate  Store Cost**  59  59  59  50  50  50  50  50  50  50
141 SR 23 at SR 1 NS SR RB SVB Tentile Control 100 SR 23 at North South NB SB FAR Tentile Control NB SB Tentile Control 100 SR 23 at North South NB SB Tentile Control 100 SR 25 At N 30 At South NB Tentile Control 100 SR 25 At N 30 At South NB Tentile Control 100 SR 25 At N 30 At South	LT Then ar Rd. LT The	No Project related approximate No Project related improvement	Construction   Cons	Condingency (15-5-)  50  50  50  50  50  50  50  50  50  5	Testal Gunderoution Coad 19 50 50 50 50 50 50 50 50 50 50 50 50 50	Engineering (15°4)  50  50  50  50  50  50  50  50  50  5	CEL (15/5.)  50  50  50  50  50  50  50  50  50  5	Total Project Cost **  \$0 50 50 50 50 50 50 50 50 50 50 50 50 50	522 S20 S20 I Project Traffic	641 641 7otal Traftle	Capacity (with touck count of the country of the co	Capacity (with barrier reaction of the process and profess larger reaction of the process and profess larger reaction of the process and profess larger reaction of the profess larger rea	Cupanity Actived  Cupanity Actived  Cupanity Addod	Sture (C.) <sup>(1)</sup> 6 t  6 t  6 t  6 t  6 t  6 t  6 t  6	Proportionale  Start Cost**  50  50  50  50  50  50  50  50  50
PASSE 23 of SR 1 NU SR EB VVB Tentile Control VVS SB ER VVB Tentile Control VVS SB ER VVB SB ER VVB Trailit Control VVS Indiana Signification NU SR 31 of Number Section NU SR 32 of Number Section NU SR 32 of Number Section NU SR 33 of Number Section NU SR 35 of Number Section NU	LT Then RT The	No Project related approximate No Project related approximate No Project related improvement	Construction	Condingency (15-5-) 50 50 50 50 50 50 50 50 50 50 50 50 50	Tests Control (Card 17)  52  53  53  53  53  53  53  53  53  53	Engineering (15°4)  50  50  50  50  50  50  50  50  50  5	CEL (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	Total Project Cost 19 50 50 50 50 50 50 50 50 50 50 50 50 50	522 S20 S20 I Project Traffic	641 641 7otal Traftle	Capacity (with touck count of the country of the co	Capacity (with barrier reaction of the process and profess larger reaction of the process and profess larger reaction of the process and profess larger reaction of the profess larger rea	Cupanity Addred	Sture (C.) <sup>(II)</sup> C C C C C C C C C C C C C C C C C C C	Proportionate  Share Cest <sup>38</sup> 59  59  59  59  59  59  59  59  59  5
He SR 22 at SR 1 NU SR RB SVB Trastle Control NB SB FAR Trastle Control NB SB Trastle Control NB Trastle Control NB SB Trastle Control NB Trastle	17 Then 17 The	No Project related approximate No Project related in provide approximate No Project related in proportional No Project related in province No Project rel	Construction	Condingracy (15-5-)  50  50  50  50  50  50  50  50  50  5	Tetal Control of State of Stat	Engionestag (15 %) 50 50 50 50 50 50 50 50 50 50 50 50 50	CEE (15%) 50 50 50 50 50 50 50 50 50 50 50 50 50	Total Project Cost 19 50 50 50 50 50 50 50 50 50 50 50 50 50	524  524  524  Froject Traffic	641  Total Traffic  91  Year	Capacity (with students and the students are students and the students and the students and the students are students and the students and the students and the students are students and the students and the students are students and the students and the students are studen	Capacity (with bursterment) bursterment and project lamprovement)  729  N/A  Donate Neuro Calendaria Endografia Structural and project lamprovements)  224  N/A  N/A  N/A  Donate Sharr Calendaria Endografia del project lamprovements)	Cupanity Addred  0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Sture (C.) <sup>(II)</sup> C1  C3  C3  C3  C4  C5  C5  C5  C5  C5  C5  C5  C5  C5	Frequentionale Share Cost **  59 59 59 59 59 59 59 59 59 59 59 59 59
HIS SR 27 of SR 1  NU  SR  EB  WB  Testile Control  VISTR 21 at North South  NB  SB  FR  Indicatoricae  40) SR 76 of Old Royale  NU  SR  Locatoricae  40) SR 76 of Old Royale  NU  SR  EB  WB	LT Then Then Then Then Then Then Then The	No Project related approximate No Project related improvement	Construction	Conductors (13-5) 50 50 50 50 50 50 50 50 50 50 50 50 50	Tests Control of the	Engineering (15'4')  50  50  50  50  50  50  50  50  50  5	CEL (15/5) 50 50 50 50 50 50 50 50 50 50 50 50 50 5	Total Project Cost **  \$6  \$6  \$5  \$5  \$5  \$5  \$5  \$5  \$5  \$5	524  524  524  Froject Traffic	641  Total Traffic  91  Year	Capacity (with students and the students are students and the students and the students and the students are students and the students and the students and the students are students and the students and the students are students and the students and the students are studen	Capacity (with bursterment) bursterment and project lamprovement)  729  N/A  Donate Neuro Calendaria Endografia Structural and project lamprovements)  224  N/A  N/A  N/A  Donate Sharr Calendaria Endografia del project lamprovements)	Cupanity Addred	Sture (C.) <sup>(II)</sup> 6 t  6 t  6 t  6 t  6 t  6 t  6 t  6	Proportionale  Share Cost**  59  59  50  50  50  50  50  50  50  50
He SR 22 at SR 1 NU SR RB SVB Trastle Control NB SB FAR Trastle Control NB SB Trastle Control NB Trastle Control NB SB Trastle Control NB Trastle	The series of th	No Project related approximate to Project related in protection for Project related in provention for Project related in provention.  No Project related in provention for Project related in provention.  No Project related in provention for Project related in provention.  No Project related in provention.	Construction   Cons	Condingracy (15-5) 50 50 50 50 50 50 50 50 50 50 50 50 50	Tests Control of the	Engiocectag (15°4)  50  50  50  50  50  50  50  50  50  5	CELL (15-75) 50 50 50 50 50 50 50 50 50 50 50 50 50	Total Project Cost **  \$ 50	524  524  524  Froject Traffic	641  Total Traffic  91  Year	Capacity (with students and the students are students and the students and the students and the students are students and the students and the students and the students are students and the students and the students are students and the students and the students are studen	Capacity (with bursterment) bursterment and project lamprovement)  729  N/A  Donate Neuro Calendaria Endografia Structural and project lamprovements)  224  N/A  N/A  N/A  Donate Sharr Calendaria Endografia del project lamprovements)	Cupanity Address  Cupanity Add	Sture (G) <sup>60</sup> 64  65  65  65  65  65  65  65  65  65	Proportionate  Start Cost**  19  19  19  19  19  19  19  19  19

\$ 195,175

\$1,691.518

\$240,658

Cread Total \$1,010,004 \$160,205 \$18,001,005 \$19,001 \$18,001,005 \$19,001 \$18,001,005 \$195,005 \$195,001 \$1,001,005 \$100,00

### BABCOCK RANCH COMMUNITY DRI - INCREMENT 2 (2020)

Cumulative (Increment 1 + Increment 2) Proportionate Share Cost Estimates for Significant and Adverse Segments

				Proportionate Share Calculation						
Segment SR 31	Improvement			Total Project Cost <sup>(1)</sup>	Project Traffic	Capacity (with background improvements)	Capacity (with background and project improvements)	Capacity Added	Proportionate Share (%) (2)	
From SR 78 to Old Rodeo Drive	Widen from four to six lanes	Cost Per Mile Cost for Total Miles	1.00 0.30	\$8,795,787 \$2,638,736	1,824	2,100	3,171	1,071	100%	\$2,638,736
From Old Rodeo Drive to North River Road	Widen from four to six lanes	Cost Per Mile Cost for Total Miles	1.00	\$8,795,787 \$8,795,787	1,850	2,100	3,171	1,071	100%	\$8,795,787
From North River Road to Shirley Lane	Widen from four to six lanes	Cost Per Mile Cost for Total Miles	1.00 0.50	\$10,515,796 \$5,257,898	2,270	2,100	3,171	1,071	100%	\$5,257,898
From Shirley Lane to Fox Hill Road	Widen from four to six lanes	Cost Per Mile Cost for Total Miles	1.00 0.64	\$10,515,796 \$6,730,109	2,088	2,100	3,171	1,071	100%	\$6,730,109
From Fox Hill Road to Busbee Lane	Widen from four to six lanes	Cost Per Mile Cost for Total Miles	1.00 0.38	\$10,515,796 \$3,996,002	2,060	2,100	3,171	1,071	100%	\$3,996,002
From Busbee Lane to Charlotte Co. Line	Widen from two to six lanes	Cost Per Mile Cost for Total Miles	1.00 0.50	\$21,031,592 \$10,515,796	1,833	924	3,171	2,247	82%	\$8,578,306
From Lee Co. Line to Cypress Parkway	Widen from two to six lanes	Cost Per Mile Cost for Total Miles	1.00 0.39	\$21,031,592 \$8,202,321	1,833	924	3,171	2,247	82%	\$6,691,079
From Cypress Parkway to Lake Babcock Drive	Widen from two to four lanes	Cost Per Mile Cost for Total Miles	1.00 0.75	\$10,307,012 \$7,730,259	1,220	924	2,100	1,176	100%	\$7,730,259
<u> </u>	Subtotal	Cost for Total Miles	4.46	\$53,866,909						\$50,418,177

<sup>1.</sup> Based on SR 31 Preliminary Project Estimates (October 2019) provided by JEI. Total Construction Cost includes addition of 10% for Scope Contingency to the Construction Cost.

<sup>2.</sup> Proportionate Share % = (Project Trips) / [(Lane Group Capacities after project improvements) - (Lane Group Capacities before project improvements)].

<sup>3.</sup> Proportionate Share Cost = Proportionate Share % \* Total Project Cost.