

Prepared by:
Sandra B. Howard, Esq.
County Attorney's Office
330 W. Church St.
Bartow, FL 33830

**THOMPSON NURSERY ROAD
PROPORTIONATE FAIR SHARE AGREEMENT
(Kingdom Valley Subdivision)**

This Proportionate Share Agreement (the "Agreement") is made and entered into as of the Effective Date (defined in Section 3.7 below), by and between **KINGDOM VALLEY INVESTMENTS, LLC**, Florida limited liability company (the "Owner"), whose address is 4545 36th Street, Orlando, Florida 32811 and **POLK COUNTY**, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 (hereinafter referred to as "Polk County" or "County") pursuant to the authority of Section 163.3180, Florida Statutes (2022). Owner and Polk County are referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Owner is the owner of real property located as specifically described in the legal description attached heretoas **Exhibit "A"** ("Owner's Property"); and

WHEREAS, Owner is seeking development approval from the City of Winter Haven to construct a 166 single-family unit development (known as Kingdom Valley Subdivision) on the Owner's Property ("Project") as depicted in the site plan attached as **Exhibit "B"**; and

WHEREAS, the Project will have direct access through Thompson Nursery Road, which is a County-maintained roadway; and

WHEREAS, Owner has submitted to the County for Level 2 Review of a driveway permit and concurrency review, Polk County project number: **LDROW-2025-43**; and

WHEREAS, as part of the Level 2 Review, the County has notified the Owner that the Project will generate deficient Level of Service delays (collectively, the "Excess Trips") for the WBL and WBT roadway segments on Thompson Nursery Road at US Highway 27, Link 4102 (the "Deficient Segment(s)"); and

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

WHEREAS, the Owner has commissioned a traffic study by George Young, INC. dated

June 15th, 2025 (the "Traffic Study"), which is incorporated herein by this reference, to identify certain improvements necessary to alleviate existing infrastructure deficiencies, project related impacts, and maintain the functionality of the transportation network, and a copy of the Estimated PM Peak Hour Project Trip Ends is attached hereto as **Exhibit "C"**; and

WHEREAS, the County has reviewed and approved the Traffic Study; and

WHEREAS, the County and Owner have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is Nine hundred and twenty-three dollars and seven cents (\$923.07) (the "PS Payment"); and

WHEREAS, this Agreement will provide the assurance to the Owner that upon making the PS Payment, which represents Owner's Proportionate Share amount, Owner shall be deemed to have satisfied all requirements for mitigation of the traffic impacts of the Project on all roads affected by the Project within the County's jurisdiction through buildout of the Project; and

WHEREAS, while this Agreement shall reserve transportation capacity forestablished amounts of development on Owner's Property as provided herein, Owner is not hereby granted the right to develop until Owner obtains all other necessary approvals from Polk County and other applicable local, regional, state and federal governmental agencies.

NOW THEREFORE, in consideration of the premises hereof, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

Article I RECITALS AND DEFINITIONS

- 1.1 Recitals.** The Recitals stated above are an integral part of this Agreement and are incorporated herein by reference as if fully set forth herein.
- 1.2 Definitions.** Terms which are capitalized herein shall be defined as set forth in the Recitals above or as otherwise defined in this Agreement.

Article II CONDITIONS OF AGREEMENT

- 2.1 Legal Description of the Properties.** The legal description of the Owner's Property is attached to this Agreement as **Exhibit "A"**;
- 2.2 Calculation of PS Payment.** The amount of the PS Payment for the Deficient Segments, as described in **Exhibit "D."** totals Nine hundred and twenty-three dollars and seven cents (\$923.07). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trips will constitute the Project's impact on the Deficient Segments based upon (i) the Owner's Traffic Study, and (ii) the calculations described in Exhibit "D." The Traffic Study is on file with the Land Development Division and available for inspection. The Owner and

County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within the County's jurisdiction; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2.7 below. Owner and County further acknowledge and agree that the calculation of, and agreement regarding, the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement. The Owner further understands and agrees that Polk County reserves the right to allocate the PS Payment to one or more transportation improvements within the Project's transportation impact fee district.

- 2.3 Timing of PS Payment, Issuance of Concurrency.** Within sixty (60) days following the Effective Date, Owner shall deliver a check to County in the amount of Nine hundred and twenty-three dollars and seven cents (\$923.07) as the PS Payment. Within twenty-one (21) days following its receipt of the PS Payment, County shall issue a Certificate of Concurrency sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segments. In the event Owner has not paid the PS Payment within sixty (60) days of the Effective Date, this Agreement shall become null and void.
- 2.4 Satisfaction of Transportation Improvement Requirements.** County hereby acknowledges and agrees that upon Owner's payment of the PS Payment as required herein, and absent any change in the Project increasing the number of trips as set forth in section 2.7 below, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether the improvements to the Deficient Segments are actually constructed; provided, *however*, nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, and/or County Code provisions or from making the required payment of transportation impact fees applicable to the Project.
- 2.5 No Refund.** The PS Payment is non-refundable.
- 2.6 Development Permits.** Owner shall be required to secure all applicable local development permits for any proposed construction on its Property. Owner will also obtain all required county, region, state, or federal approvals, prior to the development of its Property.
- 2.7 Increase in Project Trips.** Any change to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segments or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require

application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.

2.8 Insufficiency of Agreement. In the event that this Agreement fails to address a particular permit, condition, term, or restriction, Owner shall not be relieved of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

2.9 Compliance with Applicable Standards. Any public facility, including water, wastewater or transportation facility, designed and constructed by Owner shall be in compliance with all applicable Polk County requirements, and applicable region, state and federal standards and requirements.

2.10 Consistency with Florida Statutes. The Parties agree that this Agreement satisfies the requirements for all applicable statutes, including without limitation, requirements for a binding Proportionate Share Mitigation Agreement in Section 163.3180(5), Florida Statutes.

2.11 Transportation Impact Fee Credits. Pursuant to Section 163.3180(5), Transportation Impact Fees shall be credited to Owner for payment of the Proportionate Share payment minus the percentage share that the Project's traffic represents of the added capacity of the selected improvement. The Transportation Impact Fee Credits shall be subject to Section 2.11 of the Polk County Amended and Restated Comprehensive Impact Fee Ordinance (Ord. No. 2024-062, referred to hereinafter as the "Ordinance") and the following requirements:

2.11.1 The total, maximum, cumulative amount of Transportation Impact Fee credits issued hereunder shall not exceed Seven hundred and ten dollars and seventy-six cents (\$710.76), which includes a credit reduction in the amount of two hundred and twelve dollars and thirty-one cents (\$212.31) for the percentage share that the Project's traffic represents of the added capacity to Thompson Nursery Road. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds the applicable Transportation Impact Fees, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such Transportation Impact Fees. Nothing in this Agreement shall be deemed to require the County to continue to levy or collect Transportation Impact Fees, or, if levied, to levy them for any certain amount.

2.11.2 Transportation Impact Fee credits granted pursuant to this Agreement are assignable and transferrable in accordance with section 163.31801, Florida Statutes.

2.11.3 The value of each impact fee credit(s) shall be the value of the impact fee at the time each future development project is submitted to Polk County for transportation impact fee credit. The submittal for impact fee credits shall occur during the site/construction plan (Level 2) review, in conjunction with granting concurrency for the Project or any future projects. Said submittal shall include a development site plan(s) and access to the County road system approvals as granted by the County and the local government that has jurisdiction.

2.11.4 Owner, and their successors and assigns, shall have ten (10) years from the date of issuance in which to use any Transportation Impact Fee Credits issued hereunder. Any impact fee credits issued hereunder shall be governed by the Ordinance.

Article III MISCELLANEOUS PROVISIONS

3.1 Notices. Any notice delivered with respect to this Agreement shall be in writing and deemed delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

3.1.1 Polk County:

Chairman
Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

with a copy to:

County Attorney
Polk County Board of County Commissioners
330 West Church Street
Bartow, Florida 33830

Polk County Land Development Division
Attention: Concurrency and Entitlements Manager
330 West Church Street
Bartow, Florida 33830

Polk County Roads and Drainage Division
Attention: Roads and Drainage Director
3000 Sheffield Road
Winter Haven, Florida 33880

3.1.2 Owner:

KINGDOM VALLEY INVESTMENTS, LLC
4545 36th Street
Orlando, Florida 32811

- 3.2 Amendment or Cancellation.** No amendment, modification, or other change(s) to this Agreement shall be binding upon the Parties unless in writing and formally executed by all of the Parties.
- 3.3 Recordation.** Within 14 days after Polk County approves and executes this Agreement, Polk County shall record the Agreement in the public records of Polk County, Florida. Polk County shall pay the costs of recording this Agreement as well as any amendment, cancellation, modification, extension, or revocation thereto.
- 3.4 Applicable Law, Enforcement, Jurisdiction and Venue.** This Agreement shall be subject to the following provisions:
- 3.4.1** This Agreement and the rights and obligations of the County and Owner hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida, and the Laws of Polk County pursuant to the LDC, Polk County Comprehensive Plan, and any amendments thereto in effect on the Effective Date of this Agreement.
 - 3.4.2** Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the state courts in and for Polk County, Florida, or Federal Court in the Middle District of Florida, located in Tampa, Florida.
 - 3.4.3** Each Party shall bear its own expense for any litigation resulting from this Agreement, which shall include but not be limited to attorney fees and applicable courts costs, including appellate proceedings.
 - 3.4.4** If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.
 - 3.4.5** The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to develop the Owner's Property shall not relieve the Owner, the County, or their respective successors in interest, of the obligation to comply with the laws governing such permit requirements, conditions, terms and regulations, except as otherwise provided herein.
- 3.5 Successors; Notice of Transfer.** This Agreement shall be binding upon and the benefits and obligations of this Agreement shall inure to all heirs, legal representatives, successors and assigns of the Parties to this Agreement, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm,

corporation, or entity who may become the success in interest in the Owner's Property. Within thirty (30) days of the date of the Owner's transfer of any of its interests in the Property, Owner shall provide notice to the County.

- 3.6 Entire Agreement.** This Agreement contains the entire understanding between the Parties, and the Parties agree that no representation was made by or on behalf of any Party that is not contained in this Agreement, and that in entering into this Agreement neither relied upon, or was entitled to rely upon, any representation not herein specifically set forth.
- 3.7 Effective Date.** This Agreement shall become effective upon the County's execution of the Agreement (the "Effective Date").
- 3.8 No Third Party Beneficiaries.** This Agreement is made for the sole benefit and protection of the Parties, their successors and assigns, and no other persons shall have any right of action hereunder.
- 3.9 Default and Opportunity to Cure.** With exception of the timing of the PS Payment as set forth in Section 2.3, the Parties acknowledge and agree that in the event of a default by the Parties respecting an obligation under this Agreement, the non-defaulting Party or Parties shall provide notice of said default to the defaulting Party pursuant to Paragraph 3.1 above, and the defaulting Party shall have thirty (30) days after receipt of said notice within which to cure the default described in said notice.
- 3.10 Days.** The term "days" in this Agreement shall mean calendar days unless otherwise so noted. If a date for performance falls on a Saturday, Sunday or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or legal Holiday.
- 3.11 Exhibits.** All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by this reference.
- 3.11 Release.** For and in consideration of the mutual agreements set forth herein, Owner agrees the terms and conditions of this Agreement are reasonable under the totality of the circumstances, and on behalf of its successors, assigns or trustees, and anyone claiming by, through, or under any of them, do hereby fully waive, release and forever discharge Polk County from and against any claims for inverse condemnation, regulatory takings, U.S.C. Section 1983, or claims under Chapter 70, Florida Statutes, arising out of or resulting from the terms and conditions hereof. The Owner acknowledges and agrees that its agreement to this release is a material inducement to Polk County to enter into this Agreement. The Owner agrees that this release is to the specific causes of action listed and should not be deemed a release of any non-listed causes of action to which the Owner may be entitled.

3.12 Limitation of Liability. IN NO EVENT SHALL POLK COUNTY BE LIABLE TO THE OWNER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY POLK COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

POLK COUNTY, a political subdivision of
the State of Florida

(SEAL)

ATTEST:

STACY M. BUTTERFIELD, Clerk

By: _____

T.R. Wilson, Chairman
Board of County Commissioners

By: _____
Deputy Clerk

Date signed by Chairman: _____

Signature Blocks Continues on Next Page

WITNESSES

Witness

Print Name Luana Brandini

Witness

Print Name CLEONICE GAIGHER BASTOS

OWNER:

KINGDOM VALLEY
INVESTMENTS, LLC, a
Florida limited liability
company

By:

Print Name: LEANDRO TELES

Date: 11/06/25



State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 06 day of NOVEMBER, 2025, by LEANDRO C.F. TELES as MANAGER, of KINGDOM VALLEY INVESTMENTS, LLC, a Florida limited liability company, on behalf of said company, by means of () physical presence or () online notarization who is () personally known to me or () who has produced a driver's license as identification.

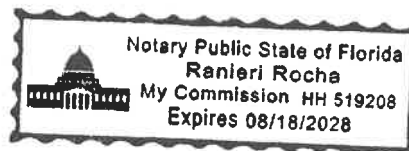
(AFFIX NOTARIAL SEAL)

Notary Public – State of Florida

Print Name: RANIERI ROCHA

My Commission Expiration 08/18/28

and Commission Number: HH 519 208



List of Exhibits

Exhibit A – Legal Description

Exhibit B – Site Plan

Exhibit C – Estimated Level of Service Delays

Exhibit D – Cost Estimate and Proportionate Share Calculation

Exhibit E – County Reimbursement Requirement

EXHIBIT "A" LEGAL DESCRIPTION

Parcel S-5

A parcel of land in Section 8 and 17, Township 29 South, Range 27 East, Polk County, Florida, being described as follows:

Commence at the southwest corner of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 17; thence North 89°07'14" East, along the south line of said West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, a distance of 332.04 feet to the southeast corner of said West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4; thence North 00°39'07" West, along the east line of said West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, a distance of 127.57 feet to a point 532.17 feet south of the northeast corner of said West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 and the Point of Beginning; Thence continue North 00°39'07" West along said east line, 532.17 feet to the northeast corner of said West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4; thence South 89°02'43" West, along said north line of Section 17, a distance of 332.26 feet to the southwest corner of said Section 8, also being the northwest corner of said Section 17; thence North 00°42'48" West, along the west line of said Section 8, a distance of 660.44 feet to the northwest corner of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 8; thence North 89°07'59" East, along the north line of said South 1/2 of the Southwest 1/4 of the Southwest 1/4, a distance of 1330.45 feet to the northeast corner of said South 1/2 of the Southwest 1/4 of the Southwest 1/4, said corner also being on the southerly line of a parcel of land, recorded in Official Records Book 5703, Page 171, Public Records of Polk County, Florida; thence South 44°52'28" East, along said southerly line, 119.01 feet; thence South 89°12'25" East, along said southerly line, 183.24 feet; thence North 64°37'17" East, along said southerly line, 412.45 feet to the westerly line of Parcel One, as recorded in Official Record Book 6745, Page 554, Public Records of Polk County, Florida; thence South 05°25'28" West, along said westerly line, 742.21 feet to the south line of said Section 8; thence North 89°02'43" East, along said south line, 46.49 feet; thence leaving said south line South 30°56'28" East, 61.19 feet; thence South 57°24'56" East, 31.61 feet; thence South 25°06'42" East, 36.81 feet; thence South 12°41'09" East, 33.18 feet; thence South 22°53'31" West, 84.13 feet; thence South 18°36'17" West, 91.64 feet; thence South 59°31'10" West, 31.75 feet; thence South 83°30'05" West, 51.97 feet; thence South 55°59'08" West, 73.87 feet; thence South 73°21'55" West, 29.63 feet; thence North 56°14'57" West, 72.79 feet; thence South 89°43'03" West, 42.98 feet; thence North 26°14'50" West, 62.13 feet; thence North 76°58'46" West, 74.91 feet; thence North 29°49'15" West, 33.35 feet; thence North 18°37'15" West, 93.14 feet; thence North 22°44'31" West, 32.93 feet; thence North 09°00'50" East, 38.20 feet; thence North 06°37'04" East, 40.99 feet; thence North 40°12'38" East, 35.10 feet; thence North 63°03'35" East, 47.12 feet; thence North 00°07'22" East, 76.94 feet; thence South 82°51'52" West, 72.35 feet; thence South 56°50'16" West, 57.30 feet; thence South 76°16'34" West, 43.09 feet; thence South 77°39'07" West, 46.72 feet; thence South 62°43'56" West, 62.82 feet; thence South 56°38'34" West, 57.76 feet; thence South 16°03'13" West, 49.71 feet; thence South 55°50'52" West, 46.86 feet; thence South 45°17'00" West, 66.06 feet; thence South

a chord distance of 34.42 feet; thence northerly along the arc of said curve, 34.42 feet to the point of reverse curvature to the right having a radius of 627.00 feet, a central angle of 19°13'44", a chord bearing of North 35°14'50" East and a chord distance of 209.44 feet; thence northerly along the arc of said curve, 210.43 feet to the point of reverse curvature to the left having a radius of 346.00 feet, a central angle of 105°20'57", a chord bearing of North 07°48'45" West and a chord distance of 550.27 feet; thence northerly along the arc of said curve, 636.19 feet to the point of reverse curvature to the right having a radius of 513.35 feet, a central angle of 03°57'00", a chord bearing of North 58°28'28" West and a chord distance of 35.38 feet; thence northerly along the arc of said curve, 35.39 feet to the point on a curve to the right having a radius of 520.98 feet, a central angle of 13°33'33", a chord bearing of North 49°38'51" West and a chord distance of 123.00 feet; thence northerly along the arc of said curve, 123.29 feet to the point on a curve to the right having a radius of 515.00 feet, a central angle of 46°12'44", a chord bearing of North 19°40'58" West and a chord distance of 404.21 feet; thence northerly along the arc of said curve, 415.38 feet to the point on a curve to the right having a radius of 476.17 feet, a central angle of 09°35'37", a chord bearing of North 07°35'04" East and a chord distance of 79.64 feet; thence northerly along the arc of said curve, 79.73 feet to the point on a curve to the right having a radius of 515.00 feet, a central angle of 26°31'07", a chord bearing of North 25°32'04" East and a chord distance of 236.23 feet; thence northerly along the arc of said curve, 238.36 feet to the point on a curve to the left having a radius of 779.00 feet, a central angle of 05°04'45", a chord bearing of North 36°15'16" East and a chord distance of 69.04 feet; thence northerly along the arc of said curve, 69.06 feet to the point of tangency; thence North 33°42'54" East, 169.19 feet to the point of curvature of a curve to the left having a radius of 179.00 feet, a central angle of 25°37'14", a chord bearing of North 20°54'17" East and a chord distance of 79.38 feet; thence northerly along the arc of said curve, 80.04 feet to a point; thence South 89°07'59" West, 599.81 feet to the Point of Beginning,

And

Commence on aforesaid Point "A" thence run North 23°00'01" East, 242.34 feet to the Point of Beginning of a Proposed Flood Conservation Area being a part of the Parcel S-5; thence North 12°08'04" West, 90.91 feet; thence North 06°48'42" West, 106.57 feet; thence North 52°52'37" East, 200.08 feet; thence North 85°47'17" East, 81.95 feet; thence South 85°13'14" East, 170.49 feet; thence South 35°20'55" East, 55.48 feet; thence South 15°24'50" East, 46.26 feet; thence South 10°39'52" West, 77.72 feet; thence South 24°14'51" West, 134.83 feet; thence South 89°47'32" West, 126.28 feet; thence South 77°58'12" West, 102.41 feet; thence North 88°20'25" West, 127.66 feet to the Point of Beginning.

Parcel containing 55.37 acres, more or less.

EXHIBIT "B" SITE PLAN

KINGDOM VALLEY SUBDIVISION SITE CIVIL CONSTRUCTION PLANS

SECTION 8 & 17, TOWNSHIP 29 SOUTH, RANGE 27 EAST

(SINGLE FAMILY SUBDIVISION TO BE PLATTED)

CITY OF WINTER HAVEN, FL

AUGUST 2025

PROJECT SITE

LOCATION MAP



VICINITY MAP



PLANS PREPARED FOR

KINGDOM VALLEY INVESTMENTS, LLC

ORLANDO, FLORIDA 32811

4645 30TH ST, SUITE 5

PLANS PREPARED BY

BUSINESS ENGINEERING DESIGN, LLC

18227 AMBER BREEZE DR.

WINTER HAVEN, FLORIDA 33827

PHONE: (813) 395-8841



ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS
HAVE BEEN PREPARED BY AN ENGINEER, AND THAT THE
OWNER HAS BEEN ADVISED BY THE ENGINEER OF THE
NEED FOR CONSTRUCTION OF THE PROJECT.

Sheet List Table	Sheet Title
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Sheet 2	EXISTING UTILITIES
Sheet 3	PROPOSED UTILITIES
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Sheet 5	PROPOSED SIDEWALKS
Sheet 6	PROPOSED STREETS
Sheet 7	PROPOSED LOT LINES
Sheet 8	PROPOSED LOT AREAS
Sheet 9	PROPOSED LOT PERIMETERS
Sheet 10	PROPOSED LOT CORNERS
Sheet 11	PROPOSED LOT VOLUMES
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Sheet 25	PROPOSED LOT RISK
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Sheet 36	PROPOSED LOT INNOVATION
Sheet 37	PROPOSED LOT SUSTAINABILITY
Sheet 38	PROPOSED LOT RESILIENCE
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Sheet 40	PROPOSED LOT FLEXIBILITY
Sheet 41	PROPOSED LOT INNOVATION
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Sheet 95	PROPOSED LOT FLEXIBILITY
Sheet 96	PROPOSED LOT INNOVATION
Sheet 97	PROPOSED LOT SUSTAINABILITY
Sheet 98	PROPOSED LOT RESILIENCE
Sheet 99	PROPOSED LOT ADAPTABILITY
Sheet 100	PROPOSED LOT FLEXIBILITY

CALL 48 HOURS
BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
Call before you dig
811
Dig Safe
Dig Right
Dig Smart

G-10

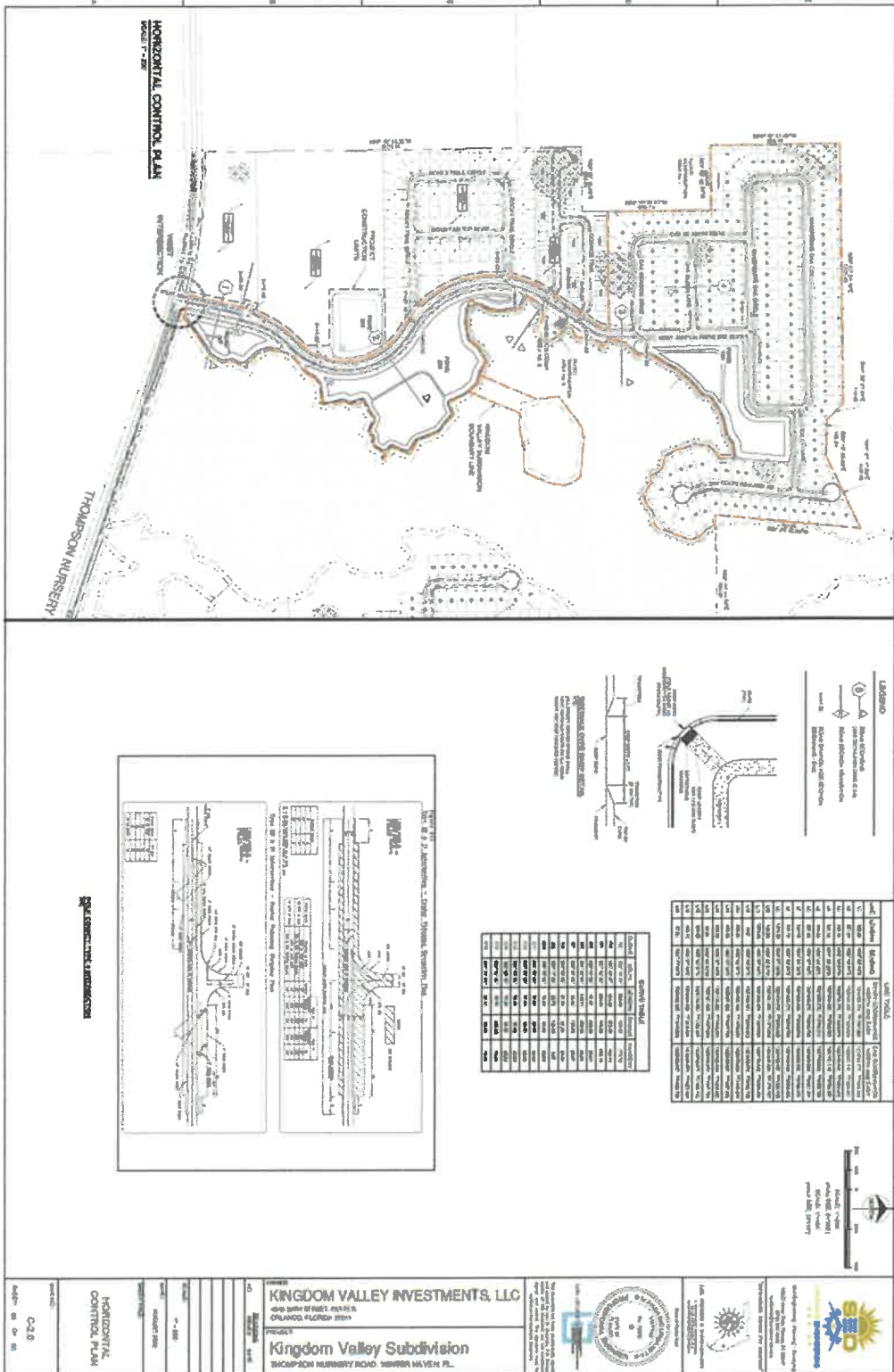


EXHIBIT "C" ESTIMATED LEVEL of SERICE DELAYS

Table 2: Level of Service Summarized

Intersection	Approach	Level of Service / Delay		
		Existing	No Build	Build
Thompson Nursery Rd at US Hwy 27	NBL	F/193.6	F/308.3	F/406.2
	NBT	E/55.0	E/59.1	E/59.1
	NBR	A/5.6	A/5.6	A/5.6
	SBL	E/69	E/71.6	E/71.6
	SBT	D/36.9	D/38.4	D/38.4
	SBR	A/4.0	A/3.9	A/3.8
	EBL	E/63.0	D/47.2	D/49.2
	EBT	F/83.9	F/88.8	F/88.8
	EBR	A/6.7	B/11.3	B/11.2
Thompson Nursery Rd at Site Access	WBL	E/71.2	F/87.7	F/87.7
	WBT	E/80.0	F/83.6	F/83.6
	WBR	B/11.3	B/11.2	B/11.2
	SBL	N/A	N/A	E/40.0
	SBR	N/A	N/A	C/15.2
Thompson Nursery Rd at Lake Ruby Dr				
	EBL	N/A	N/A	A/0.4
	EBT	N/A	A/0.8	A/0.9
	WBT	N/A	A/0.0	A/0.0
	WBR	N/A	N/A	A/0.0
Thompson Nursery Rd at State Rd 653				
	SBL	D/40.8	D/41.1	D/41.1
	SBR	A/8.0	A/7.9	A/7.9
	EBL	B/10.2	B/12.8	B/13.4
	EBT	A/9.0	A/9.6	A/9.8
Thompson Nursery Rd at State Rd 653				
	WBT	C/21.5	C/23.2	C/23.6
	NBL	D/49.2	D/50.7	D/50.7
	NBR	A/8.6	A/8.8	A/8.9
Thompson Nursery Rd at State Rd 653				
	EBT	N/A	N/A	N/A
	EBR	A/0.3	A/0.3	A/0.3
	WBL	A/3.2	A/3.3	A/3.3
	WBT	A/3.2	A/3.2	A/3.1

EXHIBIT "D"

COST ESTIMATE & PROPORTIONATE FAIR SHARE CALCULATION

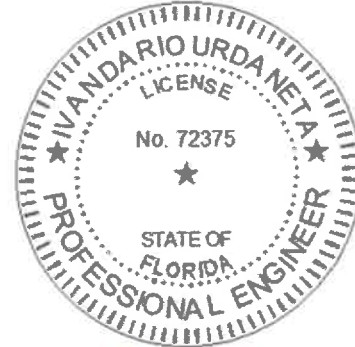
Kingdom Valley Subdivision - Offsite Roadway Improvements Proportional Share Cost

Phase	Intersection	Improvement	Lane Capacity		Project Trips on Imp Approaches	% Prop Share	Length	Est. Cost (\$)	Prop Share (\$)
			w/o imp	w/ imp					
Phase 1	US 27 at Thompson Nursery Rd	Retime traffic signal to allow more green time for WB through traffic	207	220	3	7.7%	0	4000	923.07

$$\text{Prop Share} = \frac{\text{Project Trips}}{\text{Improved Capacity} - \text{Existing Capacity}} \times \text{Cost of Improvements}$$

$$\text{Prop Share} = \frac{1}{220-207} \times 4000$$

State of Florida Seal



IVAN URDANETA

Digitally signed by Ivan D. URDANETA
DN: cn=Ivan D. URDANETA,
ou=Engineers, o=Professional Engineer,
c=US
Reason I am the author of this document
Date: 2023.10.11 11:55:30-0400

This item has been digitally signed and sealed by Ivan D. Urdaneta, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on the electronic copies.

EXHIBIT "E" COUNTY REIMBURSEMENT REQUIREMENTS

Impact Fee Credit Reimbursement Requirements

1. To submit a request for impact fee credits as outlined in the agreement with the County, the developer must first complete all transportation improvements as depicted and described in the agreement; or provide documentation that required proportionate share payment has been made and received by the County as described in the agreement.
2. The developer shall then submit a request for reimbursement of impact fee credits to the County. This request shall include backup documentation of the actual construction costs, as evidenced by invoices paid and other appropriate supporting documentation deemed sufficient by the County. Only expenditures on qualifying transportation improvements are eligible for impact fee credits as described in the agreement and Section 4.04B of the Impact Fee Ordinance.
3. Once the review of the backup documentation is complete, the request for reimbursement shall be forwarded to the Fiscal Manager of the Office of Planning & Development to begin the issuance of impact fee credits.
4. Polk County prepares the impact fee credits as individual vouchers applied on a per-lot basis for future development. The value of each impact fee credit voucher is based on the County transportation impact fees assessed on each lot at the time of request.
5. Impact fee credits granted to the developer pursuant to the agreement are assignable and transferable in accordance with section 163.31801(10), Florida Statutes.
6. Once impact fee credits have been issued, the developer must assign a person to sign each voucher as the impact fee credit holder.
7. Impact fee credit vouchers must be provided to the appropriate jurisdiction prior to the payment of impact fees on a lot. If impact fees are paid prior to the submittal of the impact fee credit voucher, the developer may not request a refund of paid impact fees.
8. The jurisdiction must be provided with the original voucher; a copy will not be honored. Each voucher has a stamp and raised seal from the County to confirm its validity.
9. Each impact fee credit voucher has a cash value; thus, it is the responsibility of the developer to maintain their vouchers. The County shall not replace lost impact fee credit vouchers. If a permit is voided the developer may request a replacement voucher only if the County is provided with the voided impact fee credit voucher.

Questions regarding impact fee credits can be directed to the Fiscal Manager of the Office of Planning & Development by calling (863) 534-6460.