

ORDINANCE NO. _____

AN ORDINANCE FOR DEVELOPMENT AGREEMENT NO. DEV 24-002

THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE ORDAINS AS
FOLLOWS:

Section 1. The Development Agreement attached hereto as “Attachment 1 Developer Agreement” as proposed between the County of Tulare and Quest Equity LLC, a Nevada Limited Liability Company.

DEV 24-002 is hereby approved.

Section 2. The Chair of the Board of Supervisors is authorized to execute the Agreement on behalf of the County of Tulare, and to take any actions related to such agreement as is necessary to carry this approval into effect.

Section 3. This Ordinance shall take effect thirty (30) days from the date of the passage hereof, and prior to the expiration of 15 days from the passage hereof, shall be published once in a newspaper of general circulation in the County of Tulare, State of California, together with the names of the members of the Board of Supervisors voting for and against the same.

THE FOREGOING ORDINANCE was passed and adopted by the Board of Supervisors of the County of Tulare, State of California, on June 4, 2024, at a regular meeting of said Board, duly and regularly convened on said day, by the following roll call vote:

AYES:

NOES:

ABSENT:

Supervisor Larry Micari, District One
Chair, Board of Supervisors

ATTEST: Jason T. Britt
County Administrative Officer/Clerk Board
of Supervisors

By:

Deputy Clerk

Approved as to Form:

Matthew C. Pierce
Deputy County Counsel
Matter No. 2024472

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

TULARE COUNTY CLERK OF THE BOARD
OF SUPERVISORS
2800 W. BURREL AVE VISALIA,
CA 93291

Exempt from recording fee per Gov. Code §27383

SPACE ABOVE THIS LINE FOR RECORD'S USE ONLY

**DEVELOPMENT AGREEMENT NO. DEV 24-002 BETWEEN
COUNTY OF TULARE AND QUEST EQUITY LLC**

THIS DEVELOPMENT AGREEMENT NO. DEV 24-002 (this "Agreement") is entered into as of June 4, 2024, by and between Quest Equity LLC ("Owner") and the County of Tulare, State of California ("County"), pursuant to California Government Code § 65864 *et seq.*, and shall be effective as of July 4, 2024.

RECITALS

A. Development Agreement Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California has enacted California Government Code § 65864 *et seq.* (the "Development Agreement Statute"), which authorizes County, a general law County, to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property. This Development Agreement has been processed, considered and executed in accordance with the procedures and requirements as set forth in the Development Agreement Statute.

B. Development Agreement. Pursuant to Government Code section 65865(c), the County has adopted Section 7-09-1000 of the Tulare County Ordinance Code, which sets forth rules and regulations establishing procedures and requirements for consideration of development agreements. This Agreement has been processed, considered, and executed in accordance with those County rules and regulations. County enters into this Agreement pursuant to the provisions of the Government Code and applicable County policies. The parties acknowledge:

1. This Agreement is intended to cause Owner to install improvements ("Improvements") in the amount of \$267,958 or to pay \$267,958 for said in lieu of improvement costs and pay fair share of traffic signal ("Signal") (\$66,645) at Betty Drive/Road 72 for a total cost of \$334,603.
2. This Agreement further allows Owner or Subsequent Owner(s) to pay for the project as it is built for the road frontage improvements that have total cost \$267,958 to be paid when applying for building permit(s).
3. This Agreement further allows Owner or Subsequent Owner(s) to pay for the project

as it is built for Signal fair share cost to be paid when applying for building permit(s) as follows:

- 130 Single Family Dwelling Units (SFDU) - \$54,498
- 140,760 sq. ft. of Storage Units - \$12,147

4. This Agreement is intended to assure development in accordance with County's capital improvement program.

5. This Agreement will provide for the orderly growth of the area consistent with the County of Tulare General Plan ("General Plan").

6. This Agreement will permit achievement of the County's growth goals and objectives as reflected in General Plan.

7. The execution of this Agreement furthers the public health, safety and general welfare of the community.

C. Description of the Project Site. Quest Equity represents and warrants that it has acquired legal interest in certain real property consisting of that certain property as Quest Equity LLC on the southwest corner of Betty Drive/Road 72 in Goshen that includes 130 SFDUs and 140,760 sq. ft. of storage units.

D. The Quest Equity Project. Quest Equity intends to develop the Project Site that includes 130 SFDUs and 140,760 sq. ft. of storage units on Tentative Parcel Map PPM 20-030 attached hereto as **Exhibit A** ("Parcel Map"), and described as follows:

Completion of the "Project":

1. Installation of Betty Drive/Road 72 roadway improvements in Goshen (as further described below).
2. Pay the fair share of the Betty Drive/Road 72 traffic signal by land use as identified in Section B 3. of this agreement and shown in **Exhibit B** (Fair Share Calculation for Avenue 312/Road 72 Intersection – Traffic Signal Installation) in the amount of \$66,645.
3. Installation of curb, gutter and sidewalks, including wheelchair returns, along Betty Drive and Road 72 along project frontages for \$267,957.60 as identified in **Exhibit C** (Betty Drive/Road 72 Improvement Cost).
4. Installation of streetlights within project area.
5. In cooperation with the Community of Goshen, the Goshen Community Service District ("Community"), a sewer force main or gravity sewer line will be installed to connect the project to the Community's sewer trunk lines.
6. Installation of signage, utilities and other improvements, landscaping, and right of way improvements, per the architectural and engineering plans.

Development of Right of Way:

This portion of the project would utilize features to minimize storm drainage runoff including bio-

swales, pervious pavement, pervious pavers, and other similar features.

E. Subsequent Approvals. Quest Equity and the County anticipate that subsequent approvals will be required or desired for the development of the Project Site in accordance with the Site Plan and Entitlements (including Tentative Parcel Map No. PPM 20-030), and that the County will issue such permits and approvals in accordance with this Agreement and the applicable laws of the County and the State of California, subject to the State and County Map Act, and the application for Tentative Parcel Map No. PPM 20-030 and approval of Tentative Parcel Map No. PPM 20-030 by the Board of Supervisors.

F. Vesting of Rights. In exchange for the benefits to County described in the preceding Recitals, together with the other public benefits that will result from the development of the Project, Quest Equity will receive by this Agreement assurance that it may proceed with the Project in accordance with all applicable laws, and may in the future apply for and obtain subsequent approvals, including Tentative Parcel Map No. PPM 20-030, consistent with this Agreement, and therefore desires to enter into this Agreement. The Project is vested with the right to develop the Property consistently with the General Plan and Zoning Code, subject to Tentative Parcel Map No. PPM 20-030 conditions of approval by the Board of Supervisors.

G. Consistency with General Plan and Zoning Code. The County, after conducting all duly noticed public hearings, has found that this Agreement is consistent with the General Plan Zoning Code, and Board Policy, as well as all other applicable ordinances, plans, policies and regulations of County.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.01. Administrative Agreement Amendments. For purposes of this Agreement, "Administrative Agreement Amendments" shall mean any amendment to this Agreement, which does not substantially change the terms of this agreement.

Section 1.02. Conditions of Approval. For purposes of this Agreement, "Conditions of Approval" shall mean any conditions related to the Tentative Map Approval as found in the Tentative Map Resolution.

Section 1.03. Major Infrastructure Improvements. For purposes of this Agreement, "Major Infrastructure Improvements" shall mean all improvements, including all off-site facilities and public safety improvements, water supply, treatment, storage and delivery facilities, sanitary sewer and wastewater collection, treatment and reclamation facilities, storm water collection and treatment facilities, and any public landscaping and irrigation, bike trails, and public transit facilities, that are necessary for buildout of the Project required to comply with the project approvals or this Agreement.

Section 1.04. Project Approvals. For purposes of this Agreement, “Project Approvals” shall mean the Tentative Map Approval, the Final Map Approval.

Section 1.05. Subsequent Approvals. For purposes of this Agreement, “Subsequent Approvals” shall mean all future Entitlements sought by the Developer, or their successors/ transferees, in interest.

Section 1.06. Other Miscellaneous Terms. For the purposes of this Agreement, the singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive. If there is more than one signer of this Agreement, the signer obligations are joint and several.

ARTICLE 2. EFFECTIVE DATE

Section 2.01. Effective Date. The Effective Date of this Agreement shall be July 4, 2024.

ARTICLE 3. OBLIGATIONS OF QUEST EQUITY

Section 3.01. Obligations of Quest Equity Generally. In consideration of the County entering into this Agreement, Quest Equity agrees that it will comply with this Agreement and with all project approvals related to the Site Plan and the Project. The parties acknowledge and agree that County’s agreement to perform and abide by the covenants and obligations of County set forth in this Agreement is a material consideration for Quest Equity agreement to perform and abide by its long-term covenants and obligations, as set forth herein.

Section 3.02. Fees Paid by Quest Equity. As a material consideration for the long-term assurances and vested rights provided by this Agreement, Quest Equity shall pay fees and exactions for the vested right to develop their project to County as set forth below:

- (a) Quest Equity shall grant and convey its interest in any necessary easements for water lines, water tanks, pump stations, sewer lines, storm drains, including the Storm Drainage Facility, and other public utility purposes as are necessary to construct, install and dedicate the Major Infrastructure Improvements, as required by the public utilities and County’s Engineer, in a form reasonably approved by County’s Engineer, to County. The easements shall be effective upon recordation of said form. For any rights of way or property to be conveyed to County pursuant to the Project Approvals or Subsequent Approvals, Quest Equity shall deliver said rights of way or property free of any liens, encumbrances, special taxes or assessments, not approved by County and shall be excluded from the application of any Declaration of Covenants, Conditions and Restrictions.
- (b) Quest Equity shall cause all Quest Equity Build Improvements to be constructed in a good and workmanlike manner to ensure that they are ready for acceptance by County on or before the dates set forth in this Agreement. Quest Equity shall be obligated to construct all the Quest Equity Build Improvements so long as it proceeds with and commences construction of any portion of the Project. Quest Equity further understands and agrees that its obligation to construct all the Quest Equity Build Improvements within the time frames provided by this

Agreement shall not be reduced or excused by the timing of development of the Project phases or the scope of the Project which Quest Equity ultimately decides to construct.

Nothing in this Agreement is intended to supersede, terminate, modify, or otherwise affect any provision of the Conditions of Approval, except to the extent that a provision of this Agreement is in direct conflict with a provision of such Condition of Approval. Then, and only in that event, the provisions of this Agreement shall prevail over the contradictory provision of any such Condition of Approval. The execution of this Agreement by the parties hereto shall in no way otherwise affect the validity of any or all the provisions of the Conditions of Approval.

ARTICLE 4. OBLIGATIONS OF COUNTY

Section 4.01. Protection of Vested Rights. To the maximum extent permitted by law, County shall take all those reasonable actions as may be necessary or appropriate to ensure that the vested rights provided by this Agreement can be enjoyed by Quest Equity over the term of this Agreement.

ARTICLE 5. COOPERATION - IMPLEMENTATION

Section 5.01. Processing Application for Subsequent Approvals. By entering into this Agreement, County has made a final policy decision that the Project is in the best interests of the public health, safety and general welfare. Accordingly, County shall not use its discretionary authority in considering any application for a Subsequent Approval to change the policy decisions reflected by the Project Approvals or otherwise to prevent or delay development of the Project.

ARTICLE 6. AMENDMENT

Section 6.01. Amendment of This Agreement. This Agreement may be amended from time to time by mutual written consent of the parties hereto or their successors in interest in accordance with Government Code Sections 65865.1, 65867, 65867.5 and 65868.

Section 6.02. Administrative Agreement Amendments. Except to the extent otherwise required by law, Administrative Agreement Amendments shall not require notice or public hearing before execution. Such an amendment may be approved by the County Administrative Officer or designee and does not require action by the Tulare County Board of Supervisors. All other amendments to this Agreement shall be processed and approved in accordance with the same procedure, including without limitation, public notice and hearing requirements, as used for approval of this Agreement.

ARTICLE 7. ASSIGNMENT, TRANSFER AND NOTICE

Section 7.01. Assignment of Interests, Rights and Obligations. Quest Equity may transfer or assign all or any portion of its interests, rights, or obligations under this Agreement to another developer or entity including, without limitation, purchasers or ground lessees of lots, parcels or facilities, provided that such successor assumes the obligations of this Agreement.

ARTICLE 8. DEFAULT; REMEDIES; TERMINATION

Section 8.01. Defaults. Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (unless such period is extended by mutual written consent), shall constitute a default under this Agreement ("Default"). Any notice given pursuant to the preceding sentence ("Default Notice") shall specify the nature of the alleged failure and, where appropriate, the way said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure, thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of a Default under this Agreement, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material Default, terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing party shall take no further action.

Section 8.02. Force Majeure and Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither party shall be deemed to be in Default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities (including new or supplemental environmental regulations), enactment of conflicting state or federal laws or regulations, judicial decisions, or similar basis for excusable performance which is not within the reasonable control of the party to be excused (collectively "Force Majeure"). Litigation attacking the validity of this Agreement, or any permit, ordinance, entitlement, or other action of a governmental agency other than County necessary for the development of the Project pursuant to this Agreement, shall also be deemed to create an excusable delay as to Quest Equity (collectively "Excusable Delay"). In the event of Force Majeure or Excusable Delay, the parties shall memorialize in writing the extension of time for the performance of any obligation whose performance has been so prevented or delayed. The term of any such extension shall be equal to the period of the Excusable Delay or Force Majeure or such other period as may be mutually agreed upon by both parties.

Section 8.04. California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The venue for any action shall be in Tulare County, California.

ARTICLE 9. NO AGENCY, JOINT VENTURE, OR PARTNERSHIP

It is specifically understood and agreed to by and between the parties hereto that: (i) the subject development is a private development; (ii) County has no interest or responsibilities for, or duty to, third parties concerning any improvements until such time, and only until such time, that County accepts the same pursuant to the provisions of this Agreement; (iii) Quest Equity shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Quest Equity under this Agreement and any the Project approvals and applicable law; and (iv) County and Quest Equity hereby renounce the existence of any form of agency relationship, joint venture or partnership between County and Quest Equity and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between County and Quest Equity.

ARTICLE 10. MISCELLANEOUS

Section 10.01. Enforceability. County and Quest Equity agree that unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto, notwithstanding any change hereafter enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or building ordinance, resolution or other rule, regulation or policy adopted by County that changes, alters or amends the rules, regulations and policies applicable to the development of the Project Site at the time of the approval of this Agreement as provided by California Government Code Section 65866.

Section 10.02. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, either County or Quest Equity may (in their sole and absolute discretion) terminate this Agreement by providing written notice of such termination to the other party.

Section 10.03. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals and Subsequent Approvals and to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 10.04. Construction. This Agreement has been reviewed and revised by legal counsel for both County and Quest Equity and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

Section 10.05. Periodic Review of Compliance with Agreement. As required by Government Code 65865.1, the County shall conduct reviews at least once per year to ensure that the Project and Quest Equity remain in good faith compliance with this Agreement. The County shall conduct these reviews at least once per year, as well as whenever the County deems that such a review is necessary. This Agreement may be modified or cancelled if the County deems that Quest Equity or the Project have not complied in good faith with any terms or conditions of this Agreement.

Section 10.06. Covenants Running with the Land. All of the provisions contained in this Agreement shall constitute covenants or servitudes which shall run with the land comprising the Project Site and the burdens and benefits hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, successors in interest, transferees and assignees, representatives, lessees, and all other persons acquiring all or a portion of the Project or the Project Site, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, Civil Code Section 1468.

Section 10.07. Notices. Any notice or communication required hereunder between County or Quest Equity must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail) by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed.

If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the County, to: County of Tulare Resource Management Agency
Attn: Reed Schenke, P.E. RMA Director
5961 S. Mooney Boulevard
Visalia, CA 93277

With Copies to: Tulare County Counsel
2900 W Burrell Ave, Visalia, CA 93291

If to Quest Equity to: Quest Equity LLC
1878 N Mooney Blvd Suite J
Tulare, CA 93274

Section 10.08. Entire Agreement, Counterparts and Exhibits. This Agreement is executed in duplicate, each of which is deemed to be an original. This Agreement consists of thirteen (13) pages and three (3) exhibits ("A" through "C"), which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof.

Section 10.09. Waiver. Any waivers of the provisions of this Agreement or any breach of covenants or conditions contained in this Agreement shall be effective only if in writing and signed by the appropriate authorities of County and Quest Equity. A waiver of one provision or breach shall not be considered as a continuing waiver, shall not constitute a waiver of any other conditions or covenants and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

Section 10.10. Recordation of Development Agreement. Pursuant to California Government Code § 65868.5, no later than ten (10) days after County enters into this Agreement, the County Clerk shall record an executed copy of this Agreement in the Official Records of the County of Tulare.

Section 10.11. No Third-Party Beneficiaries. No person or entity shall be deemed to be a third-party beneficiary hereof and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than County and Quest Equity any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 10.12. Titles of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of this Agreement's provisions.

Section 10.13. Discretion of County. Except for the obligations under this Agreement, County's execution of this Agreement in no way limits the discretion of County in the permit or approval process in connection with any site plan approvals, subsequent entitlements, land use decisions, construction or improvements which are within County's jurisdiction.

Section 10.14. Representations of Authority. Each person signing this Agreement on behalf of a party which is not a natural person hereby represents and warrants to the other party that all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and that he or she has been authorized to sign this Agreement and bind the party on whose behalf he or she signs.

IN WITNESS WHEREOF, the County of Tulare, a municipal corporation, has authorized the execution of this Development Agreement in duplicate by its County Administrative Officer and attestation by its County Clerk under authority of Ordinance No. _____, adopted by the Board of the County of Tulare on the date of June 4, 2024, and Owner has caused this Agreement to be executed in duplicate.

COUNTY OF TULARE

Quest Equity LLC

By: _____

Supervisor Larry Micari, District One
Chair, Board of Supervisors

By:  _____

Name: Greg Nunley

Title: _____

ATTEST: Jason T. Britt
County Administrative Officer/Clerk Board
of Supervisors

APPROVED AS TO FORM:

By: Matthew C. Pierce
Deputy County Counsel
Matter No. 2024472

By: Deputy Clerk

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Tulare

On May 15, 2024 before me, Carrie Carrillo, Notary Public
(insert name and title of the officer)

personally appeared James Greg Munkey,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carrie Carrillo (Seal)

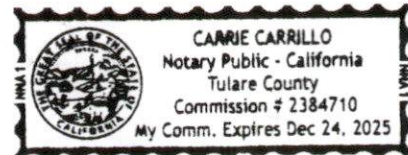
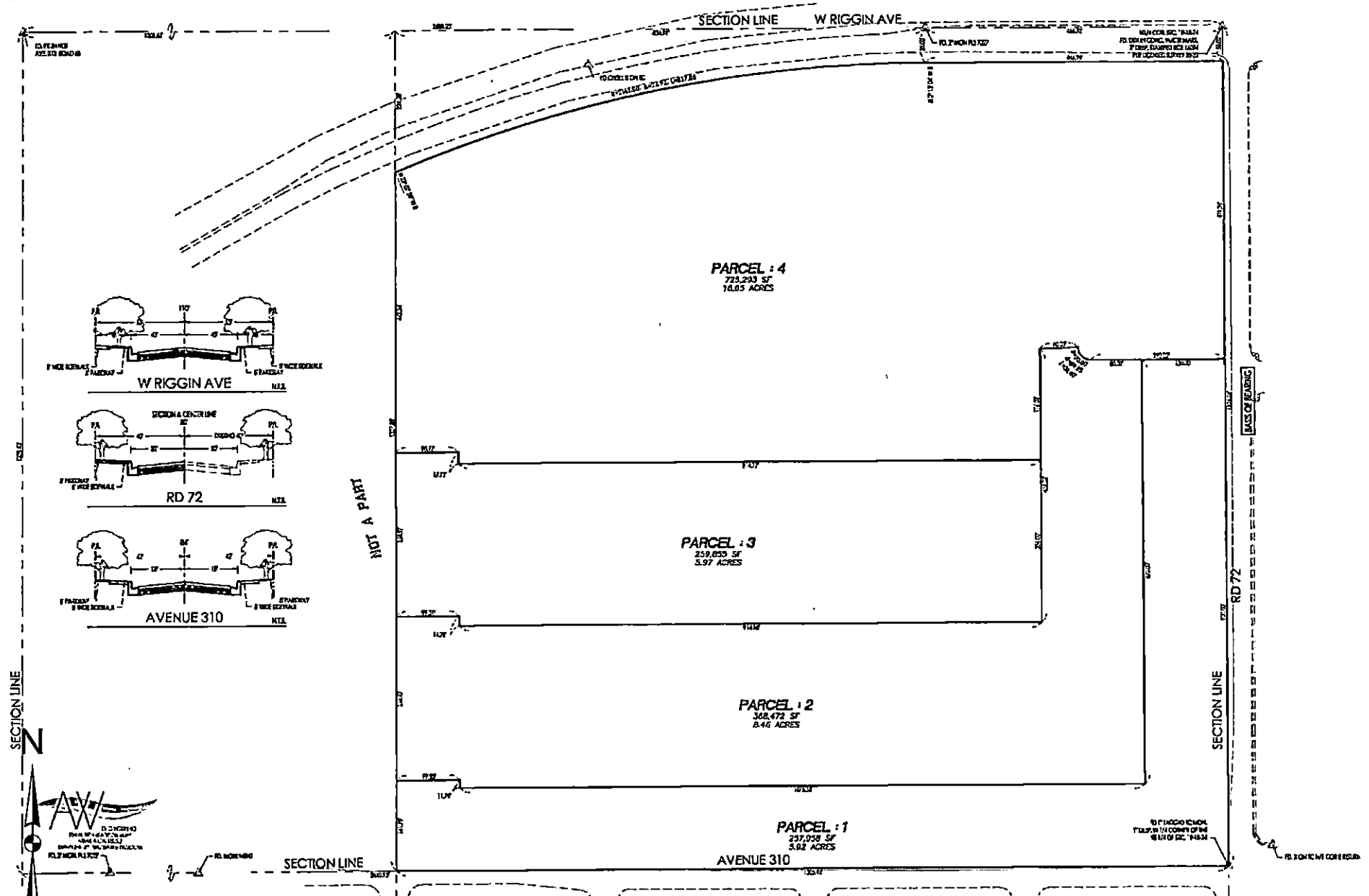


Exhibit "A"



**Tentative Parcel Map
PPM 20-030**

No Scale

Exhibit "B"

Avenue 312/Road 72 Intersection

Project Trip Generation

Land Use Category (ITE Code)	Unit ¹	Daily Trip Rate/Unit ²	AM Peak Hour Trip Rate/Unit			PM Peak Hour Trip Rate/Unit		
			Total	In %	Out %	Total	In %	Out %
Single Family Detached Housing (210)	SFDU	9.57	0.75	25%	75%	1.01	37%	63%
Mini-Warehouse (151)	1,000 SF	2.5	0.2	59%	41%	0.26	51%	49%
Project Name	Quantity (Units)	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			Total	In	Out	Total	In	Out
Single Family Homes	130	1,244	98	24	73	166	61	105
Storage Units	140.76	352	21	12	9	37	19	18
Project Trips		1,596	119	37	82	203	80	123

Notes:

1. 1 ksf = 1,000 square feet

2. Trip rates based on ITE Trip Generation Manual fitted-curve equations or average rates

	SFDU	Storage Units
Phase 1	Built	3.23 AC
Phase 2	49	140,759 sq. ft.
Phase 3	39	
Phase 4	42	
TOT	130	

PM Peak Hour

Existing Intersection Traffic Volume	1,026
2040 Base Intersection Traffic Volume	2,695
Project Trips	202

Trip Distribution

North	65%	131
South	35%	71

Pro Rata Share 12.12%

Traffic Signal Est. \$ 550,000.00

Fair Share **\$ 66,645.02**

Exhibit "C"

Betty Drive/Road 72 Improvement Cost

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Betty Drive 1' Pavement Section Plug, (3"AC/10"AB)	1030	SF	\$ 2.80	\$ 2,884.00
2	Road 72 1' Pavement Section, (3"AC/10"AB)	5062	SF	\$ 2.80	\$ 14,173.60
3	Earthwork	300	CY	\$ 50.00	\$ 15,000.00
4	Curb and Gutter along Betty Drive	1300	LF	\$ 20.00	\$ 26,000.00
5	Curb and Gutter along Road 72	420	LF	\$ 20.00	\$ 8,400.00
6	Street Lights	7	EA	\$ 2,500.00	\$ 17,500.00
7	Sidewalk along Betty Drive	6500	LF	\$ 20.00	\$ 130,000.00
8	Sidewalk along Road 72	2100	LF	\$ 20.00	\$ 42,000.00
9	20' Wheelchair Return	1	EA	\$ 3,500.00	\$ 3,500.00
10	30' Wheelchair Return	1	EA	\$ 3,500.00	\$ 3,500.00
11	Stop Sign, Bar and Median Striping	1	EA	\$ 5,000.00	\$ 5,000.00
** TOTAL					\$267,957.60

** CERTAIN ASSUMPTIONS HAVE BEEN MADE IN PREPARATION OF
 THIS COST ESTIMATE AND WILL BE UPDATED ONCE FIELD SURVEY HAS BEEN COMPLETED
 AND ASSUMPTIONS HAVE BEEN CONFIRMED WITH THE COUNTY.