

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**DATE CRITICAL  
Blue Sheet No. 20060614**

**1. ACTION REQUESTED/PURPOSE:** Consider approval and authorize the Chairwoman to execute a road planning agreement with Kitson & Partners, LLP regarding the Charlotte County Babcock Ranch Overlay District Plan Amendments.

**2. WHAT ACTION ACCOMPLISHES:** Provides a process for the County to review, approve, and assist in the construction of future road improvements in Lee County that may be required as a result of development on the Babcock Ranch.

**3. MANAGEMENT RECOMMENDATION:**

<b>4. Departmental Category:</b> 10 AM PH		<b>5. Meeting Date:</b> 5-23-2006
<b>6. Agenda:</b> <input type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input checked="" type="checkbox"/> Public 10:00 a.m. <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>	
	<input checked="" type="checkbox"/> Statute Ch. 163 F.S.	<b>8. Request Initiated:</b>
	<input type="checkbox"/> Ordinance	<b>Commissioner</b> _____
	<input type="checkbox"/> Admin. Code	<b>Department</b> County Attorney
	<input checked="" type="checkbox"/> Other Developer Request	<b>Division</b> _____
		<b>By:</b> <i>Timothy Jones</i> <b>Timothy Jones</b> <b>Chief Assistant County Attorney</b>

**9. Background:** As a part of its review of the Charlotte County Comprehensive Plan Amendments for the Babcock Ranch Overlay District, the Development of Community Affairs requested that the developer obtain Lee County's commitment to consider appropriate amendments to Lee County's Comprehensive Plan that would demonstrate the feasibility of road improvements necessary in Lee County as a result of the level of development approved by Charlotte County. In addition, the developer, MSKP III, Inc., also sought assurances on behalf of their investors that Lee County would not actively prevent the completion of road improvements in Lee County.

(continued on page 2)

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
					RK 5/10	5/10/06	5/10/06	5/11/06	5-11-06

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

*County Admin  
5/9/06 3:29 PM*

RECEIVED BY COUNTY ADMIN: <i>RK</i>
5-9-06
3:29
COUNTY ADMIN FORWARDED TO: <i>JK</i>
5/11/06
4:21 PM

**Blue Sheet #:** 20060614  
**Page #:** 2  
**Subject:** Babcock Ranch Community Road Planning Agreement

The attached road planning agreement addresses these issues. The principal points of the agreement include:

1. The developer has agreed not to begin development until after Lee County has reviewed and approved the specific road improvements needed as well as the assignment of financial responsibility for the improvements.
2. The developer will produce a bi-county traffic model acceptable to Lee County that will be used in the determination of impacts and necessary mitigation.
3. The review process contemplated by the agreement will be a cumulative review including all expected development in Lee and Charlotte Counties as part of the review.
4. This agreement will be null and void if the developer decides not to pursue development under the overlay district provisions adopted in the Charlotte County Comprehensive Plan.

Attachment: Babcock Ranch Community Road Planning Agreement

**BABCOCK RANCH COMMUNITY ROAD PLANNING AGREEMENT  
REGARDING THE CHARLOTTE COUNTY BABCOCK RANCH  
OVERLAY DISTRICT AMENDMENTS**

The following Agreement (“Road Planning Agreement”) is entered into by and between MSKP III, Inc. (“Kitson” or “Developer”), a Florida corporation, whose mailing address is 9055 Ibis Boulevard, West Palm Beach, Florida, 33412 and Lee County, Florida (“Lee County” or “County”), a political subdivision of the State of Florida, whose mailing address is P.O. Box 398, Fort Myers, Florida 33902.

**ARTICLE I. RECITATIONS**

A. The parties hereto previously entered in that certain Interlocal Planning Agreement for the Babcock Ranch, executed by Lee County on November 29, 2005 (the “Four-Party Agreement”); and

B. This Agreement is supplemental to and in furtherance of the Four-Party Agreement; and

C. Charlotte County approved a development agreement with Kitson on April 4, 2006 (“Charlotte Development Agreement”) which addresses the mitigation of the various impacts of the proposed development on public infrastructure, including roads in Lee County.

D. The list of preliminary road improvements in Charlotte and Lee Counties that Charlotte County believes is required by development contemplated in Charlotte County by the BROD through the year 2030 (“Preliminary Road Improvements”), the costs of which Kitson has agreed to fund or cause to be funded either completely or with a proportionate share, is attached hereto and made a part hereof as Exhibit “B”. That exhibit also provides the estimated timing and costs of the Preliminary Road Improvements.

E. Babcock Florida Company (“Babcock”), a Florida corporation, whose mailing address is 8000 State Road 31, Punta Gorda, Florida 33982 is the current owner of 81,499 +/- acres in Charlotte County and 9,862 +/- acres in Lee County for a total ownership of approximately 91,361 +/- acres (collectively referred to herein as the “Babcock Ranch”) as generally depicted on the aerial photo attached hereto, and incorporated by reference herein, as Exhibit “A”; and

F. Developer, by and through certain affiliated entities, is a contract vendee to acquire by that certain Merger Agreement dated as of July 1, 2005 ("Babcock Contract"), whereby, under certain conditions, Developer can acquire 100% of the stock in Babcock; and

G. The provision of sufficient infrastructure by the Developer for the Babcock Ranch development program as contemplated by the Four-Party Agreement ("Development Program") is a fundamental element of the Four-Party Agreement; and

H. The defined terms as set forth in this agreement are consistent with the definitions set forth in the Lee County Comprehensive Land Use Plan and Land Development Code. The plain meaning will control the definition of words and terms not otherwise defined in those documents.

I. Lee County conducted a public hearing in conjunction with the adoption of this agreement. This public hearing was properly noticed by publication in the Ft. Myers News Press.

NOW, THEREFORE, for and in consideration of the terms and conditions as set forth below, Developer and Lee County agree as follows:

## **ARTICLE II. TERMS OF THE AGREEMENT**

A. **Recitals.** The parties agree that the above recitals, which are incorporated herein, are true and correct to the best of each of the parties' knowledge and are incorporated herein as a part of this Agreement.

B. **Purpose.** The comprehensive plan amendments to create the Babcock Ranch Overlay District in Charlotte County ("BROD"), were filed in Charlotte County on September 30, 2005, as contemplated by the Four-Party Agreement. The BROD was adopted by Charlotte County on April 4, 2006. Development in Charlotte County pursuant to the BROD will generate traffic impacts on Lee County roads.

1. To close on the Babcock Contract, Kitson must pay a price for the Babcock Ranch which is substantially greater than the total amount which the State of Florida and Lee County will pay Kitson to acquire the majority of the Ranch from Kitson.

2. The purpose of this Agreement is to provide Kitson with certain identified reasonable assurances that Lee County will proceed in good faith to allow the mutually agreed upon road improvements in Lee County which are required to mitigate the impacts on roads in Lee County created by development in Charlotte County contemplated by the BROD (i.e., 17,800 dwelling units and 6 million square feet of non-residential uses, not including schools) and any associated DRI development orders issued by Charlotte County allowing development pursuant to the BROD.

C. **Road Infrastructure Improvements and Funding**

1. The list of Preliminary Road Improvements for the BROD will be subject to revision in the Charlotte County development of regional impact (“DRI”). That revised finalized list must be agreed upon by Lee County, Charlotte County and Kitson and will be based upon an appropriate traffic methodology which creates a Bi-County Traffic Model as agreed upon by Lee County, Charlotte County, and Kitson. Agreement on the methodology and the Model will not be unreasonably withheld by any party to this Agreement.

2. Upon Kitson meeting all conditions contained herein, County agrees to facilitate and authorize the construction of those elements of the Preliminary Road Improvements, as finally revised by mutual consent of Lee and Kitson, which are located in Lee County and which are necessary to mitigate the impacts in Lee County of Kitson’s development on the Charlotte County portion of the Babcock Ranch pursuant to the BROD. The implementing details of this commitment, including but not limited to design and turnover, will be the subject of a separate road construction agreement between Lee and Kitson to be entered into on or before the time the DRI development order in Charlotte County is entered.

3. Any rights-of-way required for the Preliminary Road Improvements which are not currently available and which are not currently identified in County’s Capital Improvements Plan shall be conveyed to the appropriate entity if located on Developer’s property, or if located off of Developer’s property shall be paid for by Kitson or District, as defined in Article II.C. of this Agreement. If County acquires such right-of-way, Kitson or District shall reimburse County for all of its reasonable

costs of acquisition including the cost of the rights-of-way and the associated attorney's fees, consultant and expert witness fees, and other associated costs and expenses. With respect to SR-31 right-of-way, Kitson or District will first pursue private acquisition south of Developer's property necessary for the required improvements.

4. (a) The County agrees to allow Developer to make, or cause to be made, the road improvements shown on the Preliminary Road Improvements list as adjusted by the results of the Bi-County Traffic Model contemplated in Article II.C, Provision 5 of this Agreement. No development will be undertaken by Developer on the Charlotte County portion of the Babcock Ranch until the revised list of improvements has been generated by the Bi-County Traffic Model and accepted by Lee as valid regarding the data inputs to the Model and as to the road improvement results of the modeling. Lee's acceptance of said data inputs and road improvement results will not be unreasonably withheld. This limitation on development shall not apply if Kitson decides not to undertake development pursuant to the BROD and Charlotte County repeals the BROD. In that event, this Agreement in its entirety shall be deemed terminated and of no further force and effect.

(b) The County agrees to accept and process as expeditiously as possible after Kitson files the appropriate comprehensive plan amendment applications, the consideration by Lee County of any necessary amendments to the Transportation Map and the Capital Improvements Plan of the Lee County Comprehensive Plan to effectuate Kitson's commitment to have constructed or fund the Preliminary Road Improvements in Lee County as adjusted through the Bi-County Model required by the BROD comprehensive plan amendments along with any land use amendments to the Lee Comprehensive Plan for the portion of the Babcock Ranch located in Lee County. None of said improvements shall be constructed in Lee County until the Preliminary Road Improvements list has been finalized pursuant to the Bi-County Traffic Model.

(c) Any comprehensive plan amendments ("Lee Amendments") or DRI application filed in Lee County with respect to the portion of the Babcock Ranch located in Lee County will include any amendments contemplated by subsection (b) above in this provision and will take into

account the cumulative impacts on Lee County Roads of development allowed under the BROD in Charlotte County and the development proposed under the Lee plan amendment and the Lee DRI.

5. Kitson agrees to develop for use in the Charlotte and Lee DRI processes a bi-county traffic model which covers Lee and Charlotte Counties, which satisfies Charlotte's and Lee's methodological issues, and which is approved by both counties as to the model and its data inputs ("Bi-County Model").

**D. Independent Special District; Community Development District.**

1. County will not object to the creation and establishment of an independent special district or community development district(s) (collectively "District") whose powers are limited to the provision of onsite and offsite infrastructure and services required to support the Development Program.

2. Such District powers shall not include any zoning or permitting powers governing development.

3. Developer may use any other funding mechanisms and sources to meet its obligations under this Agreement which are, may be, or may become, available under either Florida or federal law.

**ARTICLE III. OTHER PROVISIONS**

**A. EFFECT OF AGREEMENT**

1. The failure of this Road Planning Agreement to address a particular permit, condition, term or restriction, does not relieve the Developer of the necessity of complying with the law governing those permitting requirements, conditions, terms or restrictions. The terms of this Community Agreement may not supersede the procedural requirements of State law under Chapter 380.06 and 163.3220 *et seq.*

2. This Agreement does not grant any approvals or commit County to grant any approvals other than as to roads as provided herein.

**B. NOTICE**

All Notices required by this agreement shall be provided in writing. All notices shall be provided to the parties at the address set forth below:

David Owen, Esq.  
County Attorney and  
Timothy Jones, Esq.  
Chief Assistant County Attorney  
Lee County Attorneys' Office  
2115 Second Street  
P.O. Box 398  
Ft. Myers, FL 33902-0398

Sydney Kitson  
MSKP III, Inc.  
Kitson & Partners  
9055 Ibis Blvd.  
West Palm Beach, FL 33412

Should the entity entitled to receive notice change, written notice must be sent to the other Party providing the name and address of the new entity that is to receive notice.

C. **AMENDMENT OF AGREEMENT**

1. This agreement may be amended or canceled by mutual consent of the parties or by their successors in interest.

2. If State or Federal laws are enacted after the execution of this agreement that are applicable to, and preclude the parties' compliance with the terms of this Community Agreement, the agreement will be modified or revoked as necessary to comply with the relevant State or Federal laws after a public hearing. Any amendment must comply with the applicable provisions of Florida Statutes.

D. **TIME EXTENSIONS**

Except as otherwise provided herein, extensions of the time of performance of any time-certain commitment in this Road Planning Agreement may be granted provided the time extensions comply with the terms of the DRI Development Order approvals and Section 380.06, Florida Statutes.

E. **ASSIGNMENT**

Developer may assign with County's approval the benefits and obligations of this Road Planning Agreement to a third party; provided, however, no such County approval is required for such an



assignment to District; and further provided that the assignee must accept in writing responsibility for all obligations assigned without exception. Assignments must be in writing, with two witnesses and notarized. Written evidence of assignment must be provided to the County. The County will provide written acknowledgment of the assignment to the parties identified in Article III.C as well as to the assignee identified in the notice.

F. **SEVERABILITY**

If any part, term, or provision of this Road Planning Agreement is found by a court of competent jurisdiction to be illegal, the validity of the remaining portions and provisions will not be affected and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid, provided that the invalid provision is not material to the benefits or obligations created by the remaining portions and provisions, in which case either party may cancel this Agreement.

G. **BINDING EFFECT**

1. All terms, conditions, responsibilities, duties, promises and obligations of the parties are binding upon the parties, their successors and assigns.

2. Prior to Kitson closing on the Babcock Contract, this Agreement shall not constitute a lien, cloud, or encumbrance on the Property and shall not constitute actual or constructive notice of any lien, cloud, or encumbrance on the Property.

3. In no event shall the Babcock Florida Company or any of its affiliates or shareholders be bound or obligated under the terms of this Agreement prior to the closing under the Babcock Contract; and

4. This Agreement shall not be deemed to bind or otherwise adversely impact or prejudice the rights of the Babcock Florida Company or its shareholders with respect to any future potential transaction with Lee County.

5. If Kitson does not close on the Babcock Contract, this Agreement shall be of no further force and effect.

H. **RECORDATION IN PUBLIC RECORDS AND EFFECTIVE DATE**

1. This Road Planning Agreement shall not be recorded.
2. The Effective Date shall be the date on which the last party to execute this Agreement has signed this Agreement.
3. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused the execution of this Agreement by their duly authorized officials as of the day and year first above written.

Signed, sealed and delivered in the presence of:

MSKP III, INC.  
a Florida corporation

Linda DeMarco  
Print Name: Linda DeMarco

Witness,  
Virginia Feider  
Print Name: VIRGINIA FEIDER

Witness

By: [Signature]  
Its: President & CEO

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

\_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM AND  
CORRECTNESS

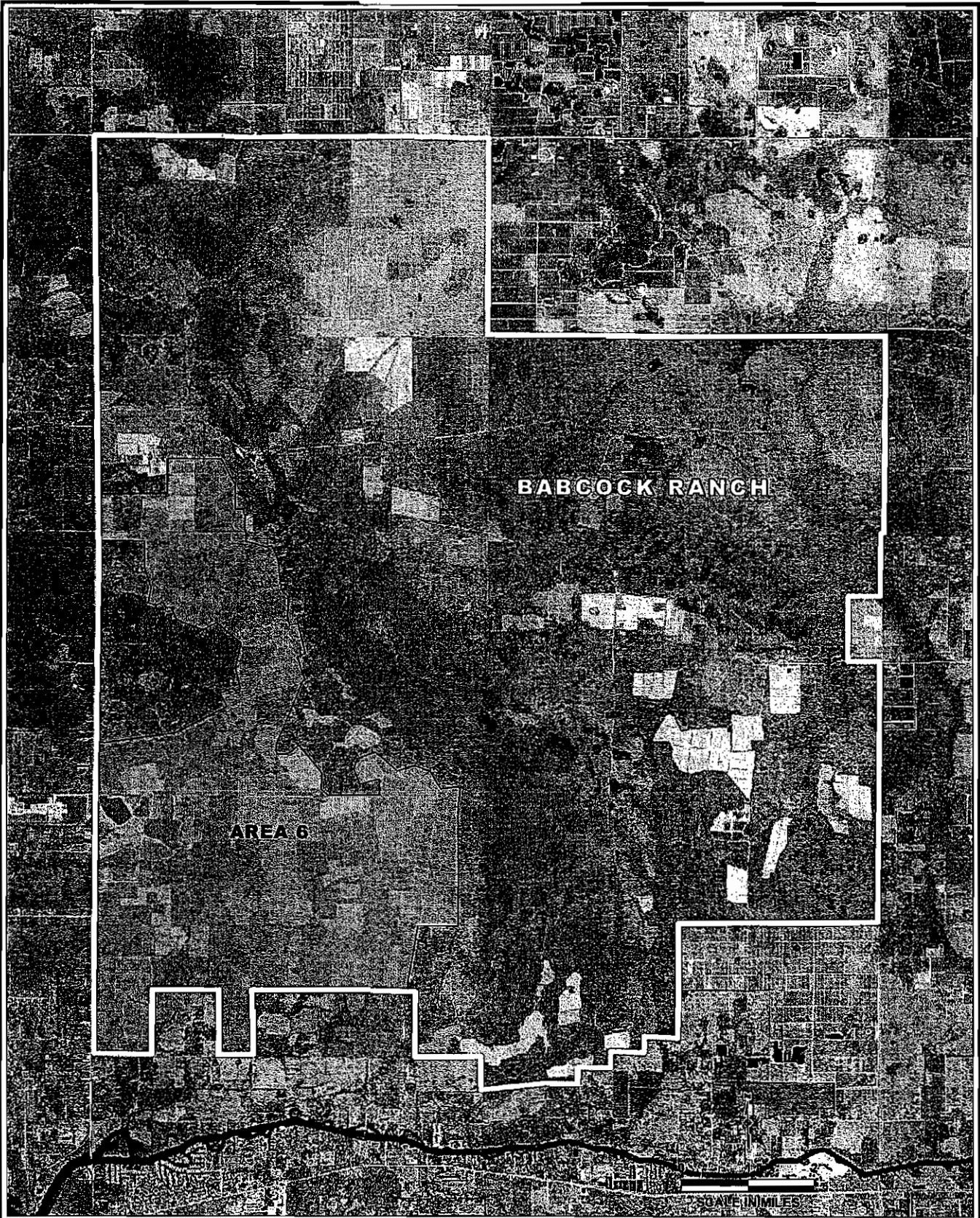
By: \_\_\_\_\_  
County Attorney

List of Exhibits

Exhibit "A" – Aerial photo showing Babcock Ranch

Exhibit "B" – Preliminary Road Improvements List

EXHIBIT A



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**JOHNSON**  
ENGINEERING

2158 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE (239) 334-0046  
FAX (239) 334-3661  
E.B. #642 & L.B. #642

**Babcock Ranch Area 6**

DATE	PROJECT	FILE NO.	SCALE	SHEET
April 2006	20055693		As Shown	1

RECOMMENDED BRD Map 11a  
 BABCOCK RANCH PLAN AMENDMENT  
 RECOMMENDED ROAD IMPROVEMENTS WITH 22% INTERNAL CAPTURE  
 2030 COST ESTIMATES

EXHIBIT B

LEE COUNTY

roadway	from	to	(8) # of Lanes	(9) # of Lanes Added	length (Miles)	cost per lane mile	improvement cost per mile	eng. adj. factor	adjusted cost per lane mile	total improvement cost	mitigation percentage	mitigation amount
Bayshore Road (SR 78)	Slater Road	I-75	4	6	2 (12)	\$1,745,150	\$3,490,300 (1)	1.46	\$2,547,919	\$14,800,000	1.00000 (12)	\$15,900,000
	Nalle Road	I-75	2	4	2 (11)	\$1,543,700	\$3,087,400 (1)	1.46	\$4,507,604	\$2,700,000	1.00000 (11)	\$2,900,000
	Nalle Road	I-75	4	6	2 (12)	\$1,745,150	\$3,490,300 (1)	1.46	\$2,547,919	\$3,100,000	1.00000 (12)	\$3,300,000
	Nalle Road	SR 31	2	4	2 (11)	\$1,543,700	\$3,087,400 (1)	1.46	\$4,507,604	\$12,200,000	1.00000 (11)	\$13,100,000
	Nalle Road	SR 31	4	6	2 (12)	\$2,919,400	\$5,838,800 (1)	1.46	\$4,259,464	\$23,600,000	1.00000 (12)	\$24,700,000
Buckingham Road	Orange River Boulevard	SR 80	2	4	2 (11)	\$5,305,077	\$10,610,154 (8)	1.00	\$10,610,154	\$27,600,000	0.88478 (11)	\$18,900,000
Del Prado Extension	U.S. 41	Melow Drive	2	4	2 (13)	\$8,115,079	\$16,230,159 (8)	1.00	\$16,230,159	\$40,800,000	0.00000 (13)	\$0
	Melow Drive	Nalle Grade Road	0	4	(13)	\$3,597,444	\$14,349,776 (8)	1.00	\$14,349,776	\$32,000,000	0.00000 (13)	\$0
	W. of I-75	E. of I-75	Intching	Intching	(13)		\$0 (8)	1.00	\$0	\$9,000,000	0.00000 (13)	\$0
Hart Road	Gage Way	Del Prado Ext.	0	2	2 (12)	\$1,543,700	\$3,087,400 (1)	1.46	\$2,263,802	\$4,800,000	1.00000 (12)	\$4,800,000
Nalle Grade Extension	Nalle Road	Nalle Road	2	4	2 (12)	\$3,520,000	\$7,040,000 (8)	1.00	\$7,040,000	\$26,800,000	1.00000 (12)	\$26,800,000
	Nalle Road	SR 31	0	2	(13)	\$3,520,000	\$7,040,000 (8)	1.00	\$7,040,000	\$17,600,000	0.00000 (13)	\$0
	Nalle Road	SR 31	2	4	2 (12)	\$3,520,000	\$7,040,000 (8)	1.00	\$7,040,000	\$17,600,000	1.00000 (12)	\$17,600,000
Nalle Road	Bayshore Road	Nalle Grade Ext.	2	4	2 (12)	\$1,543,700	\$3,087,400 (1)	1.46	\$2,263,802	\$13,500,000	1.00000 (12)	\$14,500,000
North River Road	SR 31	Broadway Road	2	4	2 (12)	\$1,543,700	\$3,087,400 (1)	1.46	\$2,263,802	\$46,000,000	1.00000 (12)	\$49,400,000
SR 31	SR 80	Bridge	2	4	2 (11)	\$2,200,000	\$4,400,000 (8)	1.00	\$4,400,000	\$3,100,000	1.00000 (11)	\$3,100,000
	SR 80	Bridge	4	6	2 (12)	\$2,200,000	\$4,400,000 (8)	1.00	\$4,400,000	\$3,100,000	1.00000 (12)	\$3,100,000
	Bridge	Bridge	0	6	(12)	\$8,745,000	\$82,470,000 (1)	1.00	\$8,745,000	\$26,200,000	1.00000 (12)	\$28,100,000
Bayshore Road	Bayshore Road	Bayshore Road	2	4	2 (11)	\$2,200,000	\$4,400,000 (8)	1.00	\$4,400,000	\$900,000	1.00000 (11)	\$900,000
	Bayshore Road	Bayshore Road	4	6	2 (12)	\$2,200,000	\$4,400,000 (8)	1.00	\$4,400,000	\$900,000	1.00000 (12)	\$900,000
Bayshore Road	North River Road	North River Road	2	4	2 (11)	\$2,200,000	\$4,400,000 (8)	1.00	\$4,400,000	\$5,700,000	1.00000 (11)	\$5,700,000
	North River Road	North River Road	4	6	2 (12)	\$2,200,000	\$4,400,000 (8)	1.00	\$4,400,000	\$5,700,000	1.00000 (12)	\$5,700,000
North River Road	Project Entrance	Project Entrance	2	4	2 (11)	\$2,200,000	\$4,400,000 (8)	1.00	\$4,400,000	\$4,800,000	1.00000 (11)	\$4,800,000
	Project Entrance	Project Entrance	4	6	2 (12)	\$2,200,000	\$4,400,000 (8)	1.00	\$4,400,000	\$4,800,000	1.00000 (12)	\$4,800,000
Project Entrance	County Line	County Line	2	4	2 (11)	\$2,200,000	\$4,400,000 (8)	1.00	\$4,400,000	\$4,000,000	1.00000 (11)	\$4,000,000
	County Line	County Line	4	6	2 (12)	\$2,200,000	\$4,400,000 (8)	1.00	\$4,400,000	\$4,000,000	1.00000 (12)	\$4,000,000
SR 31	SR 31	Tropic Avenue	4	6	2 (12)	\$3,600,000	\$7,200,000 (8)	1.00	\$7,200,000	\$10,800,000	0.00000	\$0
	Tropic Avenue	Buckingham Road	4	6	2 (12)	\$3,600,000	\$7,200,000 (8)	1.00	\$7,200,000	\$7,200,000	1.00000 (12)	\$7,200,000
	South Olga Drive	Hickey Creek	4	6	2 (12)	\$3,625,727	\$7,251,455 (8)	1.00	\$7,251,455	\$3,600,000	1.00000 (12)	\$3,600,000
	Hickey Creek	Joel Boulevard	4	6	2 (11)	\$3,625,727	\$7,251,455 (8)	1.00	\$7,251,455	\$35,500,000	1.00000 (11)	\$35,500,000
Babcock N/S Road	North River Road	Project Entrance	0	6	(12)	\$2,200,000	\$13,200,000 (8)	1.00	\$2,200,000	\$14,600,000	1.00000 (12)	\$14,600,000
	Project Entrance	County Line	0	6	(12)	\$2,200,000	\$13,200,000 (8)	1.00	\$2,200,000	\$11,900,000	1.00000 (12)	\$11,900,000

FOOTNOTES:

(1) Improvement costs (2005 \$) obtained from Florida DOT 2004 Transportation Costs, March 2005 (page 54).  
 (2) Improvement costs adjusted (for inflation) to 2008\$, where applicable, per Index Price Deflator factor from the Florida DOT 2005 Transportation Costs, March 2005 (page 17).  
 (3) Per Lee County MPO 2030 Highway Element As Adopted December 7th, 2003 with Approved Amendments on January 20th, 2008.  
 (4) Parallel facility, capacity and improvement costs are based on Huxson Street Extension (new 4L) from Oak Creek Avenue to Forum (1.15 miles).  
 (5) Improvement cost based on 10% widening of I-75 from Alton Road to SR 82.  
 (6) Number of lanes is based on the volume/capacity ratio. The actual number of lanes added could be parallel facilities.  
 (7) Adjustment factor to account for right-of-way and other engineering costs, where needed.  
 (8) Florida DOT 2004 Transportation Costs, March 2005 (page 11) the ratio of engineering to construction costs is approximately 48%.  
 (9) Engineering costs include preliminary engineering, construction engineering, construction engineering inspection, right-of-way support and related overhead costs.  
 (10) Construction costs include preliminary engineering, design, construction engineering inspection, right-of-way and related overhead costs.  
 (11) Intentionally left blank.  
 (12) Proportional Share - Project traffic as a percentage of capacity added.  
 (13) 100% mitigation.  
 (14) Parallel facility in lieu of greater than 8 lane capacity on SR 31.

Proportional Share \$68,800,000  
 100% Mitigation \$240,800,000  
 Babcock Total \$329,700,000  
 Total Lees Babcock N/S Road \$303,300,000  
 Total Improvement Cost \$448,700,000  
 % Babcock 73.5%