



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32802-1393

## Legislation Text

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**File #:** 25-300, **Version:** 1

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### Interoffice Memorandum

**DATE:** February 5, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** N/A

**FROM:** Joseph C. Kunkel, P.E., Director, Public Works Department

**CONTACT:** Jon V. Weiss, P.E., Chairman

**PHONE:** (407) 836-5393

**DIVISION:** Roadway Agreement Committee

**ACTION REQUESTED:**

Approval and execution of Proportionate Share Agreement for Simpson Road Multifamily Boggy Creek Road by and among Genesis Christian Center of Orlando, Florida, Inc., Ralph Jeudy, Boggy Creek South Property, Inc., and Orange County for a proportionate share payment in the amount of \$1,382,909. District 4. **(Roadway Agreement Committee)**

**PROJECT:** N/A

**PURPOSE:**

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Simpson Road Multifamily Boggy Creek Road ("Agreement") by and among Genesis Christian Center of Orlando, Florida, Inc., Ralph Jeudy, Boggy Creek South Property, Inc., and Orange County for a proportionate share payment in the amount of \$1,382,909. Pursuant to Section 163.3180(5)(h), Florida Statutes, an applicant may mitigate capacity deficiencies by entering into a proportionate share agreement and contributing a proportionate share payment.

The proportionate share payment is due within 90 days of the effective date of this Agreement. This Proportionate Share Agreement supersedes the Previous Agreement, recorded at Doc #20240371079, due to a scrivener's error on a parcel identification number.

The Agreement follows the recommendation of the Roadway Agreement Committee providing for the mitigation of road impacts for 46 deficient trips on the road segment of Boggy Creek Road from Central Florida Greenway to Osceola County Line in the amount of \$21,965 per trip and 21 deficient

trips on the road segment of Boggy Creek Road from South Access Road to Central Florida Greenway in the amount of \$17,739 per trip.

The Roadway Agreement Committee recommended approval on January 15, 2025. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5393.

**BUDGET:** N/A

BCC Mtg. Date: February 25, 2025

This instrument prepared by  
and after recording return to:

Brooks A. Stickler, PE  
Senior Vice President  
Kimley-Horn and Associates, Inc.  
200 South Orange Avenue, Suite 600  
Orlando, Florida 32801

Parcel ID Numbers: 33-24-30-0000-00-031, 33-24-30-0000-00-032, 33-24-30-0000-00-033, and  
33-24-30-0000-00-064

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

**PROPORTIONATE SHARE AGREEMENT FOR  
SIMPSON ROAD MULTIFAMILY**

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**BOGGY CREEK ROAD**

This Proportionate Share Agreement (the “Agreement”), effective as of the latest date of execution (the “**Effective Date**”), is made and entered into by and among Genesis Christian Center of Orlando, Florida, Inc., a Florida corporation (“**Owner 1**”), with its principal place of business at 749 Shadow Oaks Road, Kissimmee, Florida 34744, Ralph Jeudy, a Georgia single person, whose address is 830 East Avenue Northeast, Atlanta, Georgia 30312 (“**Owner 2**”), Boggy Creek South Property, Inc., a Florida corporation with its principal place of business at 14114 Boggy Creek Road, Orlando, Florida 32824 (“**Owner 3**”), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), with its principal address at P.O. Box 1393, Orlando, Florida 32802-1393. Owner 1, Owner 2, and Owner 3 shall be referred to herein collectively as “Owners”. Owners and County may sometimes be referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, Owners and County previously entered into a Proportionate Share Agreement, approved on June 19, 2024 and recorded on June 26, 2024, Instrument No. 20240371079, Public Records of Orange County, Florida ( the “Previous Agreement”), that became null and void on December 13, 2024 due to lack of timely payment in accordance with the terms in Section 13 of the Previous Agreement; and

WHEREAS, the Previous Agreement is now null and void, therefore necessitating a new agreement with updated payment and terms as described herein; and

WHEREAS, Owners hold fee simple title to certain real property, as generally depicted on Exhibit “A” and more particularly described on Exhibit “B”, both of which exhibits are attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, the Agreement includes Parcel ID Number 33-24-30-0000-00-064 instead of Parcel ID Number 33-34-30-0000-00-014, which was included in the Previous Agreement; and

WHEREAS, the Property is located in County Commission District 4, and the proceeds of the PS Payment, as defined herein, will be allocated to Boggy Creek Road; and

WHEREAS, Owners intend to develop the Property as 320 multifamily units, referred to and known as Simpson Road Multifamily (the “**Project**”); and

WHEREAS, Owners received a letter from County dated March 22, 2024, stating that Owners’ Capacity Encumbrance Letter (“**CEL**”) application #23-06-055 for the Project was denied; and

WHEREAS, the Project will generate 46 deficient PM Peak Hour trips (the “**Excess Trips 1**”) for the deficient roadway segment on Boggy Creek Road from Central Florida Greenway to Osceola County Line (the “**Deficient Segment 1**”), and Zero (0) PM Peak Hour trips were available on the Deficient Segment 1 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate 21 deficient PM Peak Hour trips (the “**Excess Trips 2**”) for the deficient roadway segment on Boggy Creek Road from South Access Road to Central Florida Greenway (the “**Deficient Segment 2**”), and Zero (0) PM Peak Hour trips were available on Deficient Segment 2 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Excess Trips 1 and Excess Trips 2 shall be referred to herein collectively as the Excess Trips; and

WHEREAS, the Deficient Segment 1 and Deficient Segment 2 shall be referred to herein collectively as the Deficient Segments; 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, Owners have offered to provide County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owners and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is One Million Three Hundred Eighty-Two Thousand Nine Hundred Nine and 00/100 Dollars (\$1,382,909.00) (the “**PS Payment**”); and

WHEREAS, County and Owners desire to set forth certain terms, conditions, and agreements between them as to the development of the Property into the Project.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between Owners and County, the receipt and sufficiency of which are hereby acknowledged, the Parties stipulate and agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. PS Payment; CEL.**

(a) *Calculation of PS Payment:* The amount of the PS Payment for the Deficient Segments, as described in Exhibit "C", totals One Million Three Hundred Eighty-Two Thousand Nine Hundred Nine and 00/100 Dollars (\$1,382,909.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes, as may be amended. Owners and County agree that the Excess Trips will constitute the Project's impact on the aforementioned Deficient Segments based upon (i) Owner's Traffic Study titled "Simpson Road Multifamily Traffic Impact Analysis – Revision #2" prepared by Kimley-Horn and Associates, Inc., dated November, 2023, for Royal Palm Multifamily, LLC (the "Traffic Study"), which is incorporated herein by this reference, and (ii) upon the calculations described in Exhibit "C". The Traffic Study was accepted by the Orange County Transportation Planning Division on March 19, 2024, and is on file and available for inspection with that division (CMS #2023055). Owners 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 Owners are required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within County's jurisdiction, notwithstanding any subsequent variance in the actual cost of any improvement(s) to the Deficient Segments or actual traffic /travel impacts created by the Project; provided, however, that if Owners modify the Project's development program and/or 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 Subsection 2(d) below. Owners 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.

(b) *Timing of PS Payment, Issuance of CEL.* Not later than ninety (90) days following the Effective Date, Owners shall deliver a check to County in the amount of One Million Three Hundred Eighty-Two Thousand Nine Hundred Nine and 00/100 Dollars (\$1,382,909.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Planning, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, if the Property's future land use designation and zoning are consistent with the Project's proposed development, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segments. Within the time frame provided in the CEL, Owners must reserve the encumbered trips by

obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial capacity reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owners have not paid the PS Payment within ninety (90) days after the Effective Date, one extension of ninety (90) additional days may be granted by the manager of County's Transportation Planning Division. In the event Owners have not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, this Agreement shall become null and void.

(c) *Project Development.* Recordation of a subdivision plat and/or approval of a commercial site plan for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in subparagraph 2(b) above.

(d) *Increase in Project Trips.* Any change or modification to the Project that 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. Owners understand and agree that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owners are precluded from asserting any such vesting. In addition, Owners understand and agree that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.

(e) *Satisfaction of Transportation Improvement Requirements.* County hereby acknowledges and agrees that upon Owners' payment of the PS Payment as required herein, and absent any change or modification to the Project as set forth in Subsection 2(d) above, Owners 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. Owners shall be entitled to fully and completely develop the Project, without regard to whether improvements to the Deficient Segments are actually constructed; provided, however, Owners shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owners' Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Additionally, nothing herein shall be construed to exempt Owners from meeting the requirements of all other applicable laws, rules, regulations, and/or Orange County Code provisions or from making the required payment of transportation and other impact fees applicable to the Project, subject to any credits as set forth in Section 3 below. For avoidance of doubt, nothing herein is intended to, nor shall, constitute prepayment of any densities and/or intensities of development or of any development program.

**Section 3. Transportation Impact Fee Credits.** County and Owners agree that Owners shall be entitled to receive credit for transportation impact fees due, applicable only toward

development of the Project on the Property, on a dollar for dollar basis in an amount up to but not exceeding the PS Payment in accordance with Section 163.3180, Florida Statutes, as may be amended, and as specifically described in Exhibit "C". County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owners in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owners receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owners shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees. For avoidance of doubt, nothing herein is intended to, nor shall, constitute prepayment of any densities and/or intensities of development or of any development program.

**Section 4. No Refund.** The PS Payment (including any capacity reservation fees paid with the PS Payment) is non-refundable and cannot be transferred or applied to another project or property.

**Section 5. Notice.** Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owners: Genesis Christian Center of Orlando, Florida, Inc.  
749 Shadow Oaks Road  
Kissimmee, Florida 34744

Ralph Jeudy  
830 East Avenue Northeast  
Atlanta, Georgia 30312

Boggy Creek South Property, Inc.  
14114 Boggy Creek Road  
Orlando, Florida 32824

With copy to: Kamil Salame  
Royal Palm Multifamily, LLC  
333 SE 2nd Ave., Ste. 3000  
Miami, FL 33131

As to County: Orange County Administrator  
P. O. Box 1393  
Orlando, Florida 32802-1393

With copy to: Orange County Planning, Environmental, and Development  
Services Department  
Manager, Fiscal and Operational Support Division  
201 South Rosalind Avenue, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

Orange County Public Works Department  
Manager, Transportation Planning Division  
4200 South John Young Parkway, 2nd Floor  
Orlando, Florida 32839

Orange County Planning, Environmental, and Development  
Services Department  
Manager, Planning Division  
201 South Rosalind Avenue, 2nd Floor  
Orlando, Florida 32801

***Section 6. Covenants Running with the Property.*** This Agreement shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of Owners and upon any person, firm, corporation, or entity who may become a successor in interest to the Property.

***Section 7. Recordation of Agreement.*** Owners shall record an original of this Agreement in the Public Records of Orange County, Florida, at no expense to County, not later than thirty (30) days after the Effective Date.

***Section 8. Applicable Law.*** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.

***Section 9. Specific Performance.*** County and Owners shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such



party has received written notice, in accordance with Section 5, specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice.

**Section 10. Attorney Fees.** In the event either Party brings an action or proceeding including any counterclaim, cross-claim, or third-party claim, against the other Party arising out of this Agreement, each Party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.

**Section 11. Construction of Agreement; Severability.** Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

**Section 12. Amendments.** No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing and formally executed by all of the parties.

**Section 13. Termination.** In the event either (i) Owners have not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, as contemplated in Subsection 2(b), or (ii) Owners have timely paid the PS Payment to County and the Project has been constructed on the Property and completed, pursuant to a County building permit, this Agreement shall automatically terminate and thereafter be null and void for all purposes.

**Section 14. Counterparts.** This Agreement may be executed in up to two (2) counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

Proportionate Share Agreement, Simpson Road Multifamily  
Genesis Christian Center of Orlando, Florida, Inc., Ralph Jeudy, and Boggy Creek South Property, Inc.  
for Boggy Creek Road, 2025

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by  
their respective duly authorized representatives on the dates set forth below.



“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Bryan W. Burks

for Jerry L. Demings

Orange County Mayor

Date: 25 February 2025

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

By: Jennifer Lara-Kimetz  
for Deputy Clerk

Print Name: Jennifer Lara-Kimetz

Proportionate Share Agreement, Simpson Road Multifamily  
Genesis Christian Center of Orlando, Florida, Inc., Ralph Jeudy, and Boggy Creek South Property, Inc.  
for Boggy Creek Road, 2025

**WITNESSES:**

Jules Doodnath  
Signature of Witness

Print Name: JULES DOODNATH

Mailing Address: 10 REINS CT.  
KISSIMMEE, FL. 34743

Obindrawatie Bodham  
Signature of Witness

Print Name: OBINDRAWATIE BODHAM

Mailing Address: 10 Reins Ct  
Kissimmee, FL 34743

**"OWNER"**

Genesis Christian Center of Orlando, Florida,  
Inc., a Florida corporation

By: Pastor Osvaldo Berberena, Director

Print Name: Osvaldo Berberena

Title: Pastor, Director

STATE OF: FLORIDA  
COUNTY OF: OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19<sup>th</sup> day of DECEMBER, 2024, by Osvaldo Berberena, as Pastor, Director of Genesis Christian Center of Orlando, Florida, Inc., a Florida corporation, on behalf of such corporation, who ☐ is personally known to me or ☒ has produced FLORIDA DR. LICENSE as identification.

(Notary Stamp)



**JULES DOODNATH**  
Notary Public  
State of Florida  
Comm# HH592230  
Expires 11/16/2028

Jules Doodnath  
Signature of Notary Public  
Print Name: JULES DOODNATH  
Notary Public, State of: FLORIDA  
Commission Expires: 11/16/2028  
(mm/dd/yyyy)

**WITNESSES:**

[Signature]

Signature of Witness

Print Name: Erika Dobbs

Mailing Address: \_\_\_\_\_

88 Bentwood Ct

Albany, NY 12203

[Signature]

Signature of Witness

Print Name: Gerald Malcom

Mailing Address: \_\_\_\_\_

79 Glendale Ave

Albany, NY 12208

**"OWNER"**

Ralph Jeudy, a Georgia single person

By: [Signature]

Print Name: Ralph Jeudy

Title: Owner / Physician

STATE OF: New York

COUNTY OF: Albany

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of December, 2024, by Ralph Jeudy, as Owner, who ☐ is personally known to me or ☒ has produced Georgia Driver License as identification.

(Notary Stamp)

[Signature]

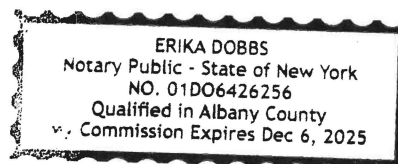
Signature of Notary Public

Print Name: Erika Dobbs

Notary Public, State of: New York

Commission Expires: 12/06/2025

(mm/dd/yyyy)



Proportionate Share Agreement, Simpson Road Multifamily  
Genesis Christian Center of Orlando, Florida, Inc., Ralph Jeudy, and Boggy Creek South Property, Inc.  
for Boggy Creek Road, 2025

**WITNESSES:**

*Perry Timothy Wicker*  
Signature of Witness

Print Name: Perry Timothy Wicker By: *Mary Wicker*

Mailing Address: 14114 Boggy Creek Print Name: Mary Wicker  
ORLANDO, FL  
P.O. 32824

Title: President

*Derek S. Cote*  
Signature of Witness

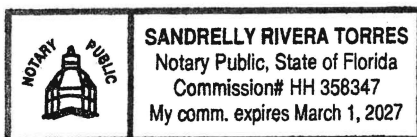
Print Name: Derek S. Cote

Mailing Address: 14041 Boggy Creek  
Road Orlando, FL 32824

STATE OF: Florida  
COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of Dec., 2024, by Mary Wicker, as President of Boggy Creek South Property, Inc., a Florida corporation, on behalf of such corporation, who ☐ is personally known to me or ☒ has produced FDL as identification.

(Notary Stamp)



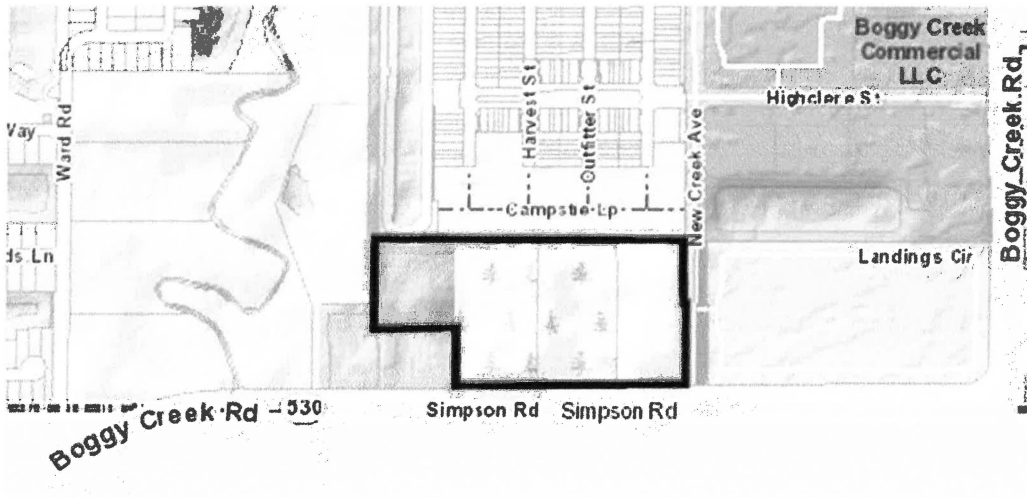
*Sandrelly Rivera Torres*  
Signature of Notary Public  
Print Name: Sandrelly Rivera Torres  
Notary Public, State of: Florida  
Commission Expires: 3/1/2027  
(mm/dd/yyyy)

Proportionate Share Agreement, Simpson Road Multifamily  
Genesis Christian Center of Orlando, Florida, Inc., Ralph Jeudy, and Boggy Creek South Property, Inc.  
for Boggy Creek Road, 2025

**Exhibit “A”**

**“SIMPSON ROAD MULTIFAMILY”**

**Project Location Map**



Proportionate Share Agreement, Simpson Road Multifamily  
Genesis Christian Center of Orlando, Florida, Inc., Ralph Jeudy, and Boggy Creek South Property, Inc.  
for Boggy Creek Road, 2025

**Exhibit "B"**

**"SIMPSON ROAD MULTIFAMILY"**

**Parcel IDs: 33-24-30-0000-00-031, 33-24-30-0000-00-032, 33-24-30-0000-00-033, and 33-24-30-0000-00-064**

**Legal Description:**

**33-24-30-0000-00-031**

The East 330 feet of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 24 South, Range 30 East, Orange County, Florida, less road right of way per Deed Book 804, Page 353, Orange County, Florida.

**33-24-30-0000-00-032 and 33-24-30-0000-00-033**

The East 330 feet of the West 660 feet of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 24 South, Range 30 East.

AND

The West 330 feet of the East 660 feet of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 33, Less the Right of Way for State Road 530 as described in Deed Book 804, Page 120, as follows:

That portion of the South 1/2 of the Southwest 1/4 of Section 33, Township 24 South, Range 30 East, lying within 50 feet of the survey line of State Road 530, Section 9210, said survey line being described with reference to said Section 33 as follows: Beginning at a point 1843.5 feet East of the Southwest corner of said Section 33, said point being on the arc of a curve concave to the Southeasterly having a radius of 819.02 feet; thence run Easterly along the arc of said curve through a central angle of 1 degrees 21 minutes 60 seconds from a tangent bearing of North 89 degrees 48 minutes 48 seconds East, a distance of 19.31 feet to the end of said curve; thence run South 88 degrees 50 minutes 06 seconds East a distance of 3453.79 feet to the East boundary of said Section 33, at a point 1.55 feet North of the Southeast corner of said Section 33.

**33-24-30-0000-00-064**

A parcel of land location in Section 33, Township 24 South, Range 30 East, Orange County, Florida, being a portion of the lands conveyed by deed to Genesis Christian Center of Orlando, Official Records Book 4350, Page 4433, of the public records of Orange County, Florida, being more particularly described as follows:

Commence at the South 1/4 corner of said Section 33; thence along the West line of the Southwest 1/4 of the Southeast 1/4 of said Section 33, N00°18'58"W, a distance of 328.49 feet to the Point of Beginning; thence continue along said West line of the Southwest 1/4 of the Southeast 1/4 of Section 33, N00°18'58"W, a distance of 380.15 Feet to the Southwest corner of Parcel 4, Tyson Ranch, as recorded in Plat Book 106, Pages 94-97, of the public records of Orange County, Florida; thence along the South line of said Parcel 4, N89°59'31"E, a distance of 331.04 feet; thence departing said South line of Parcel 4, S00°12'06"E, a distance of 378.96 feet, along the Easterly line of said Genesis Christian Center of Orlando, Official Records Book 4350, Page 4433; thence S89°47'12"W, a distance of 330.28 feet to the Point of Beginning.

Containing 2.881 Acres (125504 Square Feet) of land, more or less.

Proportionate Share Agreement, Simpson Road Multifamily  
Genesis Christian Center of Orlando, Florida, Inc., Ralph Jeudy, and Boggy Creek South Property, Inc.  
for Boggy Creek Road, 2025

### Exhibit "C"

## "SIMPSON ROAD MULTIFAMILY" DEFICIENT SEGMENT 1

Log of Project Contributions  
Boggy Creek Road (Central Florida Greenway to Osceola County Line)

Roadway Improvement Project Information						
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity
Boggy Creek Rd	Central Florida Greenway to Osceola County Line	1.46	E	880	Widen from 2 to 4 lanes	2000
						Capacity Increase
						Total Project Cost
						\$21,865

County Share of Improvement						
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity
Boggy Creek Rd	Central Florida Greenway to Osceola County Line	1.46	E	880	481	2000
						Capacity Increase
						County (Backlog) Responsibility
						\$10,564,762

Developer Share of Improvement						
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase
Boggy Creek Rd	Central Florida Greenway to Osceola County Line	1.46	E	880	2000	1120
						Backlogged Trips
						Capacity Increase for New Development
						481
						Remaining Project Cost
						\$14,035,099
						Cost / Trip
						\$21,865

Updated: 3/19/24

Log of Project Contributions				
Date	Project	Project Trips	Prop Share	
Existing				
Nov-20	Existing plus Committed	139	\$2,327,644	
Apr-21	Tyson Ranch Townhomes	52	\$893,198	
Jun-22	Tyson Ranch Self Storage	3	\$57,765	
Aug-22	Tabestry Nona	32	\$616,160	
Jan-23	Nona West Phase 2	38	\$656,635	
Mar-23	Bennetts Place	78	\$1,713,270	
Aug-23	Ginn Prop PD / Greenway Oaks	27	\$593,065	
Jan-24	Tyson Ranch MFU	58	\$1,273,870	
Jan-24	Tyson Ranch Hotel	41	\$800,565	
Jan-24	Tyson Ranch Retail	12	\$293,580	
	Backlogged Totals:	481	\$9,565,850	
Proposed				
Mar-24	Simpson Rd MFU	46	\$1,010,360	
			\$0	
			\$0	
			\$0	
			\$0	
	Totals:	527	\$10,576,260	



Proportionate Share Agreement, Simpson Road Multifamily  
Genesis Christian Center of Orlando, Florida, Inc., Ralph Jeudy, and Boggy Creek South Property, Inc.  
for Boggy Creek Road, 2025

## DEFICIENT SEGMENT 2

### Log of Project Contributions Boggy Creek Road (South Access Road to Central Florida Greenway)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Boggy Creek Rd	S. Access Rd Central Fl Greenway	0.81	E	2400	Widen from 4 to 6 lanes	3624	1224	\$21,711,700	\$17,739

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Boggy Creek Rd	S. Access Rd Central Fl Greenway	0.81	E	2400	672	3624	1224	\$11,920,148

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlog of Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Boggy Creek Rd	S. Access Rd Central Fl Greenway	0.81	E	2400	3624	1224	672	552	\$8,781,551	\$17,739

Updated: 3/19/24

Log of Project Contributions

Date	Project	Project Trips	Prop Share
Existing Nov-22	Existing plus Committed	672	\$11,239,872
	Backlogged Totals:	672	\$11,239,872
Proposed Mar-24	Simpson Rd MFU	21	\$372,518
			\$0
			\$0
			\$0
			\$0
	Totals:	693	\$11,612,391