



Orange County Government

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

Legislation Text

File #: 25-865, **Version:** 1

Interoffice Memorandum

DATE: May 28, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

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

CONTACT: Renzo Nastasi, AICP, Chairman

PHONE: (407) 836-8639

DIVISION: Roadway Agreement Committee

ACTION REQUESTED:

Approval and execution of Proportionate Share Agreement for Raising Cane's Restaurant #1389 Alafaya Trail and Colonial Drive by and between Magicday, LLC and Orange County for a proportionate share payment in the amount of \$137,404. District 4. (Roadway Agreement Committee)

PROJECT: N/A

PURPOSE:

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Raising Cane's Restaurant #1389 Alafaya Trail and Colonial Drive ("Agreement") by and between Magicday, LLC and Orange County for a proportionate share payment in the amount of \$137,404. 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.

The Agreement follows the recommendation of the Roadway Agreement Committee providing for the mitigation of road impacts for two deficient trips on the road segment of Alafaya Trail from Lake Underhill Road to Curry Ford Road in the amount of \$27,006 per trip, two deficient trips on the road segment of Alafaya Trail from Science Drive to Colonial Drive in the amount of \$24,840 per trip, and two deficient trips on the road segment of Colonial Drive from Woodbury Road to Lake Pickett Road in the amount of \$16,856 per trip.

The Roadway Agreement Committee recommended approval on May 7, 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 407-836-7964.

BUDGET: N/A

BCC Mtg. Date: June 17, 2025

This instrument prepared by
and after recording return to:

Michael Schmidt
Magicday, LLC
222 Grand Avenue
Englewood, New Jersey 07631

Parcel ID Number: 22-22-31-9010-04-010

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

**PROPORTIONATE SHARE AGREEMENT FOR
RAISING CANE'S RESTAURANT #1389**

ALAFAYA TRAIL AND COLONIAL DRIVE

This Proportionate Share Agreement (the “Agreement”), effective as of the latest date of execution (the “**Effective Date**”), is made and entered into by and between Magicday, LLC, a New Jersey limited liability company (“**Owner**”), with its principal place of business at 222 Grand Avenue, Englewood, New Jersey 07631, 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 and County may sometimes be referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, Owner holds 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 Property is located in County Commission District 4, and the proceeds of the PS Payment, as defined herein, will be allocated to Alafaya Trail and Colonial Drive; and

WHEREAS, Owner intends to develop the Property as a 2,981 Sq. Ft. Fast-Food Restaurant with Drive-Thru, referred to and known as Raising Cane's Restaurant #1389 (the “**Project**”); and

WHEREAS, Owner received a letter from County dated March 25, 2025, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application #CEL-25-02-011 for the Project was denied; and

WHEREAS, the Project will generate 2 deficient PM Peak Hour trips (the “**Excess Trips 1**”) for the deficient roadway segment on Alafaya Trail from Lake Underhill Road to Curry Ford Road (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 2 deficient PM Peak Hour trips (the “**Excess Trips 2**”) for the deficient roadway segment on Alafaya Trail from Science Drive to Colonial Drive (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 Project will generate 2 deficient PM Peak Hour trips (the “**Excess Trips 3**”) for the deficient roadway segment on Colonial Drive from Woodbury Road to Lake Pickett Road (the “**Deficient Segment 3**”), and Zero (0) PM Peak Hour trips were available on Deficient Segment 3 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Excess Trips 1, Excess Trips 2, and Excess Trips 3 shall be referred to herein collectively as the Excess Trips; and

WHEREAS, the Deficient Segment 1, Deficient Segment 2, and Deficient Segment 3 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, Owner has offered to provide County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owner 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 Hundred Thirty-Seven Thousand Four Hundred Four and 00/100 Dollars (\$137,404.00) (the “**PS Payment**”); and

WHEREAS, County and Owner 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 Owner 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 Hundred Thirty-Seven Thousand Four Hundred

Four and 00/100 Dollars (\$137,404.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes, as may be amended. Owner 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 "C1389 Alafaya & Waterford Lakes Transportation Concurrency Analysis" prepared by Kimley-Horn and Associates, Inc., dated February, 2025, for Magicday, 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 February 19, 2025, and is on file and available for inspection with that division (CMS #2025011). 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 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 Owner modifies 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. Owner and County further acknowledge and agree that the calculation of an 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, Owner shall deliver a check to County in the amount of One Hundred Thirty-Seven Thousand Four Hundred Four and 00/100 Dollars (\$137,404.00) 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, Owner 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 Owner has 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 Owner has 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. 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.

(e) *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 or modification to the Project as set forth in Subsection 2(d) above, 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 improvements to the Deficient Segments are actually constructed; provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's 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 Owner 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 Owner agree that in accordance with Section 163.3180(5)(h)(2)(e), Florida Statutes, as may be amended, Owner shall receive a credit on a dollar for dollar basis for impact fees, paid or payable in the future for the Project in an amount up to but not exceeding the PS Payment 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 Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner 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, Owner 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 Owner: Michael Schmidt
Magicday, LLC
222 Grand Avenue
Englewood, New Jersey 07631

With copy to: Kristina Belt, PE
Kimley-Horn and Associates, Inc.
445 24th Street, Suite 200
Vero Beach, Florida 32960

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, 2nd 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 Owner and upon any person, firm, corporation, or entity who may become a successor in interest to the Property.

Section 7. Recordation of Agreement. Owner 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 Owner 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) Owner has 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) Owner has 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]

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. Brooks

Jerry L. Demings

for Orange County Mayor

Date: 17 June 2025

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

By: Jennifer Jan-Klimetz
for Deputy Clerk

Print Name: Jennifer Jan-Klimetz

WITNESSES:

Stephanie Desanto
Signature of Witness

Print Name: Stephanie Desanto

Mailing Address: 222 Grand Ave
Englewood, NJ 07631

Marta Castro
Signature of Witness

Print Name: Marta Castro

Mailing Address: 222 Grand Ave
Englewood, NJ 07631

"OWNER"

Magicday, LLC, a New Jersey limited liability company

By: [Signature]

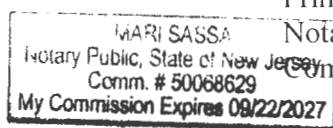
Print Name: Michael Schmidt

Title: Manager

STATE OF: New Jersey
COUNTY OF: Bergen

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of April, 2025, by Michael Schmidt, as Manager of Magicday, LLC, a New Jersey limited liability company, on behalf of such limited liability company, who ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Stamp)



[Signature]
Signature of Notary Public
Print Name: Mari Sassa
Notary Public, State of: New Jersey
Commission Expires: 09/22/2027
(mm/dd/yyyy)

Exhibit "A"

"Raising Cane's Restaurant #1389"

Project Location Map

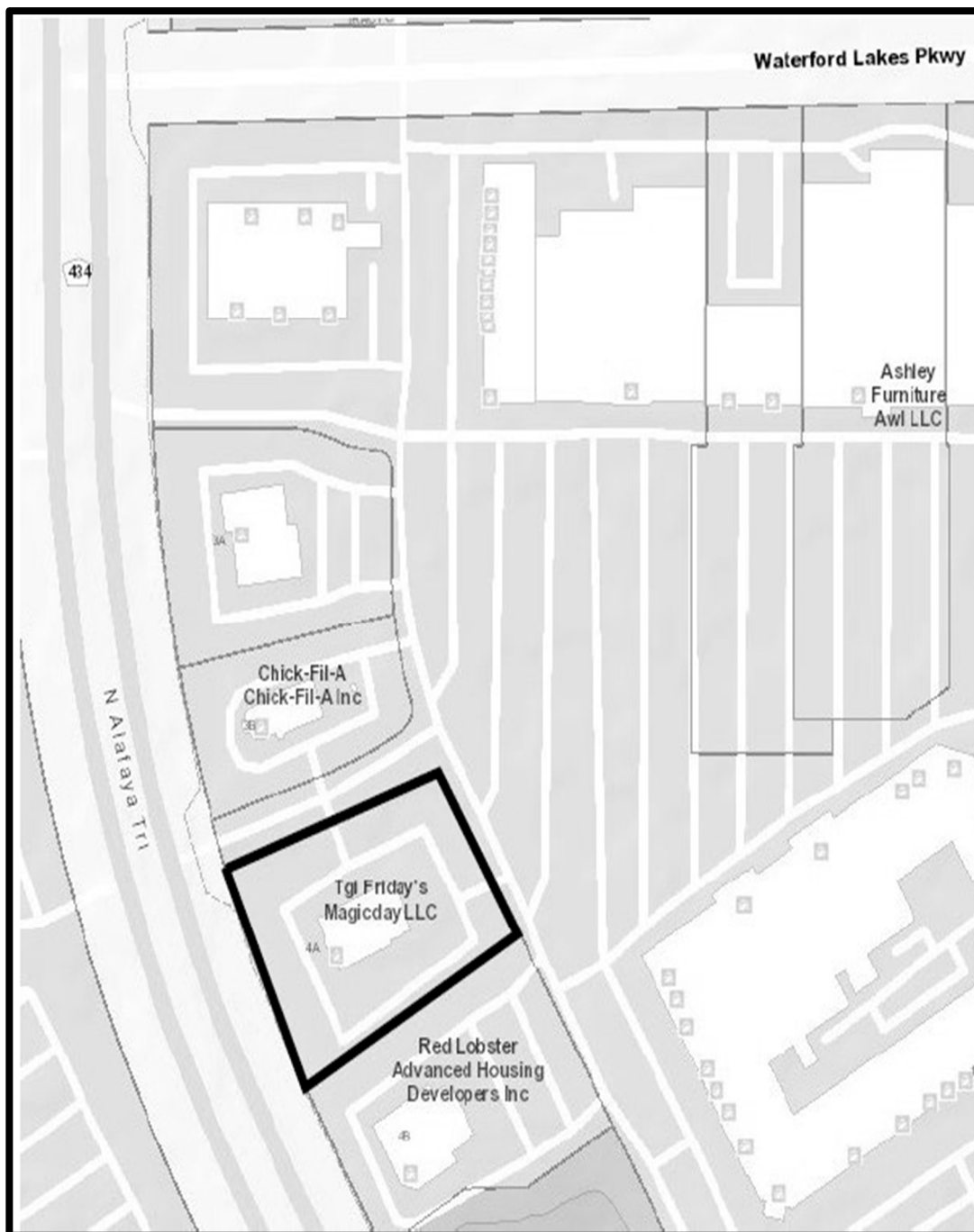


Exhibit "B"

"Raising Cane's Restaurant #1389"

Parcel ID: 22-22-31-9010-04-010

Legal Description:

PARCEL I

Parcel 4A, WATERFORD LAKES TOWN CENTER, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Orange County, Florida, recorded in Plat Book 42, Page 109 (See Tab 28).

ALSO KNOWN AS the following metes and bounds description shown on survey prepared by Bowyer-Singleton & Associates Incorporated, revised October 80, 2000, and more particularly described as follows:

THAT PORTION OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 81 EAST, ORANGE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 22 THENCE RUN NORTH 89°21'82", EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1719.99 FEET TO THE EASTERLY RIGHT-OF-WAY OF ALAFAYA TRAIL AS RECORDED IN OFFICIAL RECORDS BOOK 8409 PAGE 1829; THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 22, RUN NORTH 80°42'55" WEST, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 42.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1668.00 FEET AND A CENTRAL ANGLE OF 02°10'85"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°52'56" A DISTANCE OF 258.58 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE RUN NORTH 71°18'28" EAST, A DISTANCE OF 161.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 09°59'08" AND A RADIUS OF 628.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 92.01 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 61°19'20" EAST, A DISTANCE OF 21.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 87°57'44"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 42.99 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 80°42'55" EAST, A DISTANCE OF 182.97 FEET; THENCE RUN SOUTH 59°17'05" WEST, A DISTANCE OF 827.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.659 ACRES (72,266 SQUARE FEET), MORE OR LESS.

PARCEL II

Grantor's right, title, and interest, if any, in and to that certain easement for ingress and egress created in that certain Covenants, Conditions and Restrictions Agreement executed by Simon Property Group, L.P., a Delaware limited partnership and TGI Friday's Inc., a New York corporation, in Official Records Book 6150, Page 3796, of the Public Records of Orange County, Florida.

PARCEL III

Grantor's right, title, and interest, if any, in and to those certain rights and easements constituting rights in real property created, defined and limited by that certain Operation and Easement Agreement between Dayton Hudson Corporation and Simon Property Group, L.P., dated January 28, 1999 and recorded February 4, 1999 in Official Records Book 5674, Page 4686 (See Tab 21), of the Public Records of Orange County, Florida.

Exhibit "C"

"Raising Cane's Restaurant #1389"

DEFICIENT SEGMENT 1

Log of Project Contributions Alafaya Trail (Lake Underhill Road to Curry Ford Road)

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
Alafaya Trail	Lake Underhill Rd	Curry Ford Rd	0.87	E	2000	Widen from 4 to 6 lanes	3020	1020	\$27,545,324	\$27,008

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
Alafaya Trail	Lake Underhill Rd	Curry Ford Rd	0.87	E	2000	87	3020	1020	\$2,340,454

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	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost
Alafaya Trail	Lake Underhill Rd	Curry Ford Rd	0.87	E	2000	3020	1020	87	933	\$25,195,870

Updated: 3/31/25

Log of Project Contributions				
Existing	Date	Project	Project Trips	Prop Share
	Feb-19	Existing plus Committed	52	\$899,548
	Mar-20	Gardens at Waterford Lakes	1	\$17,299
	Mar-21	Waterford Lakes Golf	2	\$36,360
	Mar-21	OC Utility Operation Center East	4	\$72,720
	May-22	Waterford Oaks	12	\$218,160
	Sep-22	Portillo's Waterford Lakes	6	\$109,080
	May-24	N. Alafaya Trail Student Housing	10	\$228,630
	Backlogged Totals:		87	\$1,581,797
Proposed	Mar-25	Raising Caine's Restaurant	2	\$54,012
				\$0
				\$0
				\$0
				\$0
	Totals:		89	\$1,635,809

DEFICIENT SEGMENT 2

Log of Project Contributions Alafaya Trail (Science Drive to Colonial Drive)

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
Alafaya Trail	Science Dr	Colonial Dr	1.12	E	3020	Widen from 6 to 8 lanes	4040	1020	25336486.56	\$24,840

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
Alafaya Trail	Science Dr	Colonial Dr	1.12	E	3020	271	4040	1020	\$6,731,557

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	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Alafaya Trail	Science Dr	Colonial Dr	1.12	E	3020	4040	1020	271	749	\$18,604,930	\$24,840

Updated: 3/31/25

Log of Project Contributions				
Date	Project	Project Trips	Prop Share	
Existing	Feb-19	Existing plus Committed	158	\$4,691,652
	Mar-20	Chabad at UCF	4	\$118,776
	May-20	Waterford Lakes Multifamily	6	\$178,164
	Jul-20	Banl and Fast Food at East 50	1	\$29,694
	Sep-20	Union at Collegiate Village- East	4	\$118,776
	Sep-20	Union at Collegiate Village- West	7	\$207,858
	Feb-21	Chase bank at Waterford Lakes	1	\$31,205
	Apr-21	Waterford Lakes Golf	3	\$37,714
	May-21	Sience Drive Student Housing	18	\$226,279
	Feb-22	Carl Black Chevrolet	5	\$64,745
	May-22	1737 N. Alafaya Trail	6	\$80,244
	May-22	Waterford Oaks	12	\$160,488
	Sep-22	Portillo's Waterford Lakes	9	\$120,366
	Mar-23	Starbucks Coffee Shop at Alafaya	4	\$53,496
	Aug-23	Fifty South Student Housing	8	\$106,992
	May-24	The Verve Student Housing	25	\$569,025
	Backlogged Totals:		271	\$6,226,449
	Mar-25	Raising Caine's Restaurant	2	\$49,680
				\$0
				\$0
				\$0
	Totals:		273	\$6,276,129

DEFICIENT SEGMENT 3

Log of Project Contributions Colonial Drive (Woodbury Road to Lake Pickett Road)

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
Colonial Dr	Woodbury Rd	Lake Pickett Rd	0.76	E	3020	Widen from 6 to 8 lanes	4040	1020	17,192,616
Cost / Trip									
\$16,856									

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
Colonial Dr	Woodbury Rd	Lake Pickett Rd	0.76	E	3020	773	4040	1020	\$13,029,306

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	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Colonial Dr	Woodbury Rd	Lake Pickett Rd	0.76	E	3020	4040	1020	773	247	\$4,163,310	\$16,856

Updated: 3/31/25

Log of Project Contributions			
	Date	Project	Project Trips
Existing	Jun-18	Existing plus Committed	356
	Mar-17	Lake Pickett Apt	86
	Mar-17	Cube Smart Storage Facility	7
	Jun-17	CTI Building #300	1
	Jan-18	Woodbury Plaza	5
	Jan-18	Park Square Plaza	43
	Jun-18	Bonneville Drive Properties Office	1
	Aug-18	Lake Pickett ER	9
	Aug-18	Lake Pickett Center Parcel 1	28
	Jan-19	Woodsprings Suites	19
	Jun-19	Caliber Collision	2
	Aug-19	Dr. Mole Vet Office	1
	May-20	Waterford Lakes Multifamily	3
	Jul-21	Bank and fast food at 50	1
	Feb-21	Chase Bank at Waterford Lakes	2
	Feb-21	Waterford Lakes Golf	2
	May-21	Christian Brothers Automotive	2
	Jun-21	Lone Palm Reserve	17
	Jun-21	Colonial Storage	1
	Jun-21	Woodsprings Suites (Updated From Expired)	19
	Sep-21	Hancock Lone Palm	5
	Dec-21	Toll Brothers Student Housing	74
	May-22	Waterford Oaks	8
	Jul-22	Hancock Lone Palm Townhomes	14
	Sep-22	Oaks at Hancock Lone Palm	1
	Dec-22	Culvers East Orange	22
	Jan-23	Petsuites Orlando	2
	Jan-23	Bonneville Drive Properties Office	1
	May-23	Starbucks Coffee shop at alafaya	5
	Aug-23	Fifty south Student Housing	9
	Mar-25	Palms at Waterford	20
		Backlogged Totals:	773
Proposed	Mar-25	Raising Cane's Resuatant	2
Totals:			775