

This instrument prepared by  
and after recording return to:

James G. Willard, Esq.  
Shutts & Bowen LLP  
300 S. Orange Avenue, Suite 1600  
Orlando, Florida 32801

Parcel ID Number: 17-23-27-2714-01-002 (a portion of)

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**PROPORTIONATE SHARE AGREEMENT FOR  
HRPN BUILDING I**

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**AVALON ROAD/CR 545**

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 HAMLIN RETAIL PARTNERS NORTH, LLC, a Florida limited liability company (“**Owner**”), with its principal place of business at 14422 Shoreside Way, Suite 130, Winter Garden, Florida 34787 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 1, within the Town Center of Horizon West, and the proceeds of the PS Payment, as defined herein, will be allocated to Avalon Road/CR 545; and

WHEREAS, Owner intends to develop the Property as a 10,100 Sq. Ft. Retail Strip referred to and known as HRPN Building I (the “**Project**”); and

WHEREAS, Owner received a letter from County dated May 8, 2024, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application # CEL-24-03-023 for the Project was denied; and

WHEREAS, the Project will generate one deficient PM Peak Hour trip (the “**Excess Trip 1**”) for the deficient roadway segment on Avalon Road/CR 545 from Malcom Road to Tilden Road (the “**Deficient Segment 1**”), and zero PM Peak Hour trips were available on 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 two deficient PM Peak Hour trips (the “**Excess Trips 2**”) for the deficient roadway segment on Avalon Road/CR 545 from New Independence Parkway to Malcom Road (the “**Deficient Segment 2**”), and zero PM Peak Hour trips were available on the 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 six deficient PM Peak Hour trips (the “**Excess Trips 3**”) for the deficient roadway segment on Avalon Road/CR 545 from Porter Road to New Independence Parkway to (the “**Deficient Segment 3**”), and zero 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 Trip 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 Sixty-Four Thousand Sixty-Eight and 00/100 Dollars (\$164,068.00) 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”**, One Hundred Sixty-Four Thousand Sixty-Eight and 00/100 Dollars (\$164,068.00). 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 “Hamlin HRPN Building I Retail” prepared by VHB, dated March 2024 for Owner (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 April 30, 2024, and is on file and available for inspection with that division (CMS #2024023). 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 Orange County’s jurisdiction, notwithstanding any subsequent variance in the actual cost of any improvements to the Deficient Segments or actual 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, 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.* No later than ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of the PS Payment. The check shall be made payable to “Shutts & Bowen LLP Escrow Account” and shall be delivered to the Transportation Planning Division of the Orange County Public Works Department for acknowledgment of receipt and transmittal to Shutts & Bowen LLP for deposit into the Town Center West (Silverleaf) Road Network Agreement escrow account maintained by Shutts & Bowen LLP, as “**Escrow Agent**” pursuant to the Escrow Agreement for the Town Center West (Silverleaf) Road Network Agreement (the “**Escrow Agreement**”) approved by the Orange County Board of County Commissioners on September 1, 2020, and amended on July 13, 2021. The County hereby determines that because the improvement of Avalon Road/CR 545 is an objective of the Town Center West (Silverleaf) Road Network Agreement approved by the County Board of County Commissioners on September 1, 2020, recorded at Document No. 20200467436, as amended by that certain First Amendment recorded July 20, 2021, at Document No. 20210435632, Public

Records of Orange County, Florida (the “**Road Agreement**”), it is in the best interest of the County to accelerate improvement of Avalon Road/CR 545 by directing the PS Payment to Escrow Agent to be held and disbursed as part of the “**Escrowed Funds**” in accordance with, and as defined in, the Escrow Agreement and the Road Agreement. 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, the 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: Hamlin Retail Partners North, LLC  
Attn: Scott T. Boyd  
14422 Shoreside Way, Suite 130  
Winter Garden, Florida 34787

With copy to: Shutts & Bowen LLP  
Attn: James G. Willard, Esquire  
300 S. Orange Avenue, Suite 1600  
Orlando, Florida 32801

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.

**Section 15. Allocation of Project Transportation Impact Fees.** To further enable and accelerate improvement of the Deficient Segments, Owner shall pay any transportation impact fee due at the time of Project development (unless such obligation is satisfied by the use of transportation impact fee credits) by check in the amount of such required transportation impact fee (less appropriate credit for the PS Payment) payable to "Shutts & Bowen LLP Escrow Account" and proof of payment shall be delivered to the Transportation Planning Division of the Orange County Public Works Department for acknowledgement of receipt and transmittal to

Proportionate Share Agreement, HRPN Building I  
Hamlin Retail Partners North, LLC, for Avalon Road/CR 545, 2024

Escrow Agent for deposit into the Town Center West (Silverleaf) Road Network Agreement  
Escrow Account maintained by Escrow Agent pursuant to the Escrow Agreement.

***Section 16. Disposition of Excess Escrowed Funds.*** Notwithstanding anything herein or in the Escrow Agreement to the contrary, in the event there are Escrowed Funds still held by Escrow Agent pursuant to the Escrow Agreement after completion of all authorized Improvements, as defined in and pursuant to the Road Agreement, such excess funds shall be immediately delivered to County by Escrow Agent.

[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: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

Print Name: \_\_\_\_\_

**WITNESS #1**

*Kevin Merideth*  
Signature  
Kevin Merideth  
Print Name

**"OWNER"**

HAMLIN RETAIL PARTNERS NORTH, LLC, a  
Florida limited liability company

Mailing Address: 14422 Shoreside Way #130  
City: Winter Garden State: FL  
Zip Code: 34787

By: BK HAMLIN RETAIL PARTNERS NORTH,  
LLC, a Florida limited liability company, Its  
Manager

By: *Scott T. Boyd*  
Scott T. Boyd, Manager

**WITNESS #2**

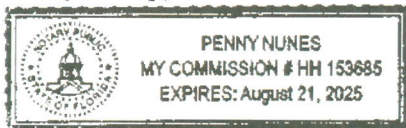
*Heather Festerling*  
Signature  
Heather Festerling  
Print Name

Mailing Address: 14422 Shoreside Way, #130  
City: Winter Garden State: FL  
Zip Code: 34787

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 11th day of June, 2024, by Scott T. Boyd, as  
Manager of BK HAMLIN RETAIL PARTNERS NORTH, LLC, a Florida limited liability  
company, which is Manager of HAMLIN RETAIL PARTNERS NORTH, LLC, a Florida limited  
liability company, on behalf of such company, who  is personally known to me or  has  
produced a valid Florida Driver's License as identification and did/did not (circle one) take an  
oath.

(Notary Stamp)



*Penny Nunes*

Signature of Notary Public  
Print Name: Penny Nunes  
Notary Public, State of: Florida  
Commission Expires: 8/21/25

**JOINDER AND CONSENT**

This Agreement is joined in by Shutts & Bowen, LLP in its capacity as Escrow Agent under the Escrow Agreement and the Road Agreement to acknowledge and consent to the performance of its additional duties as set forth in this Agreement.

**WITNESS #1**

Dawn A. Hodder  
Signature  
Dawn A. Hodder  
Print Name

Mailing Address: 300 S. Orange Ave.  
City: Orlando State: FL  
Zip Code: 32801

**WITNESS #2**

Megan Meredith  
Signature  
Megan Meredith  
Print Name

Mailing Address: 300 S. Orange Ave  
City: Orlando State: FL  
Zip Code: 32801

**STATE OF FLORIDA  
COUNTY OF ORANGE**

Acknowledged freely and voluntarily for the purposes therein expressed before me by **James G. Willard**, Partner of Shutts & Bowen, LLP, a Florida limited liability partnership, who is known by me to be the person described herein and who executed the foregoing, this 13 day of JUNE, 2024. He appeared before me by means of:  online notarization or  physical presence and is  personally known to me, or  has produced a valid Florida Driver's License as identification and did/did not (circle one) take an oath.

(Notary Stamp)



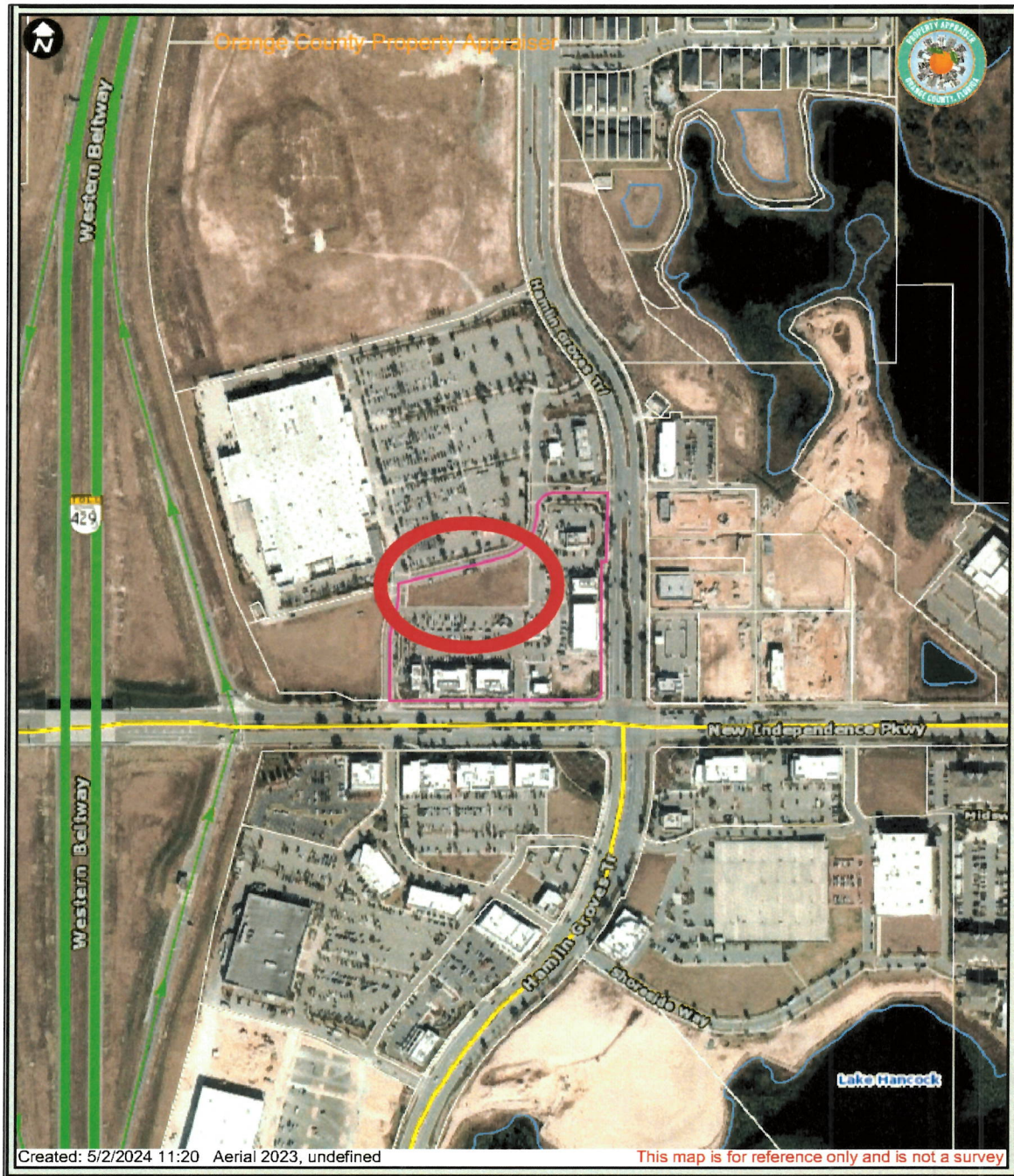
**“ESCROW AGENT”**

**SHUTTS & BOWEN, LLP**

By: James G. Willard  
James G. Willard, Partner

Megan Meredith  
Signature of Notary Public  
Print Name: Megan Meredith  
Notary Public, State of: FLORIDA  
Commission Expires: 6.14.2025

**Exhibit A**  
**“HRPN BUILDING I”**  
**Project Location Map**



Proportionate Share Agreement, HRPN Building I  
Hamlin Retail Partners North, LLC, for Avalon Road/CR 545, 2024

**Exhibit “B”**

**“HRPN BUILDING I”**

Parcel ID: 17-23-27-2714-01-002 (a portion of)

**Legal Description:**

A parcel of land comprising a portion of Lot 1, HAMLIN NORTH as recorded in Plat Book 85, Pages 61 through 63 of the Public Records of Orange County, Florida lying in Sections 17 and 20, Township 23 South, Range 27 East, Orange County, Florida.

**Exhibit “C”**

**“HRPN BUILDING I”  
 DEFICIENT SEGMENT #1**

**Log of Project Contributions  
 Avalon Rd (Malcom Rd to Tilden Rd)**

<b>Roadway Improvement Project Information</b>										
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	
Avalon Rd	Malcom Rd - Tilden Rd	2.50	E	890	Widened from 2 to 4 lanes	2000	1120	\$44,674,280	\$39,888	
<b>County Share of Improvement</b>										
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		
Avalon Rd	Malcom Rd - Tilden Rd	2.50	E	890	548	2000	1120	\$21,858,487		
<b>Developer Share of Improvement</b>										
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
Avalon Rd	Malcom Rd - Tilden Rd	2.50	E	890	2000	1120	548	572	\$22,815,793	\$39,888

Updated: 5/15/24

<b>Log of Project Contributions</b>			
Date	Project	Project Trips	Prop Share
Existing Sep-21	Existing plus Committed	548	\$17,381,464
Sep-21	Winter Garden Sake Center	2	\$63,436
Jan-22	Discovery Cove	1	\$32,970
Aug-23	Hamlin North Lot A	1	\$37,610
<b>Backlogged Totals:</b>		<b>548</b>	<b>\$17,515,480</b>
Proposed May-24	Hamlin HRPN Building I	1	\$39,888
			\$0
			\$0
			\$0
<b>Totals:</b>		<b>549</b>	<b>\$17,555,368</b>

Exhibit "C"

"HRPN BUILDING I"  
 DEFICIENT SEGMENT #2

Log of Project Contributions  
 Avalon Rd (New Independence Pkwy to Malcom Rd)

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
Avalon Rd	New Independence Pkwy Malcom Rd	1.20	E	880	Widened from 2 to 4 lanes	2000	1120	\$20,219,064	\$18,063
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	
Avalon Rd	New Independence Pkwy Malcom Rd	1.20	E	880	624	2000	1120	\$11,264,607	
Developer Share of Improvement									
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost/ Trip
Avalon Rd	New Independence Pkwy Malcom Rd	1.20	E	880	2000	624	496	\$9,954,157	\$18,063

Updated: 5/15/24

Log of Project Contributions			
Date	Project	Project Trips	Prop Share
<b>Existing</b>			
Jun-21	Existing plus Committed	624	\$9,500,400
Jun-21	Hamlin SW Medical Office Building E-1	6	\$91,350
Jun-21	Hamlin Retail Building G	3	\$46,675
Jun-21	Hamlin Paramount Urgent Care	4	\$60,900
Jun-21	Hamlin Ace Hardware Store	3	\$46,675
Jun-21	Hamlin Autozone	1	\$16,225
Sep-21	Hamlin Miller's Ale House	2	\$30,450
Nov-21	Hamlin Urban air	2	\$30,450
Nov-21	Hamlin SW Medical Office Building D	6	\$94,956
Jan-22	Discovery Church	2	\$31,652
Jan-22	Hamlin Taco Bell	2	\$31,652
Mar-22	Hamlin Chick Fil A	1	\$16,826
Mar-22	Hamlin Wells Frago	1	\$16,826
Apr-22	NWC Commercial Building I	3	\$47,478
Dec-22	Tropical Smoothie Hamlin	1	\$16,826
Jan-23	Agave Bandido Hamlin	3	\$54,159
Aug-23	PopStroke Hamlin	4	\$72,212
Aug-23	UR6 Building F	2	\$36,106
Aug-23	UR6 Building B	3	\$54,159
Oct-23	Hamlin Wholesale Club	8	\$144,424
Feb-24	Hamlin Tiki Docks	4	\$72,212
<b>Backlogged Totals</b>		<b>685</b>	<b>\$10,506,613</b>
<b>Proposed</b>			
May-24	Hamlin HRPN building I	2	\$36,106
			\$0
			\$0
			\$0
			\$0
<b>Totals</b>		<b>687</b>	<b>\$10,542,719</b>

Exhibit "C"

"HRPN BUILDING I"  
 DEFICIENT SEGMENT #3

Log of Project Contributions  
 Avalon Rd (Porter Rd to New Independence Pkwy)

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
Avalon Rd	Porter Rd - New Independence Pkwy	0.92	E	880	Widened from 2 to 4 lanes	2000
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
Avalon Rd	Porter Rd - New Independence Pkwy	0.92	E	880	1212	2000
Developer Share of Improvement						
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity
Avalon Rd	Porter Rd - New Independence Pkwy	0.92	E	880	1212	2000
Capacity Increase						
				Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity
				880	1212	2000
Total Project Cost						
						\$16,440,135
Cost / Trip						
						\$14,679

Undisbursed: 5/15/24

Existing

Log of Project Contributions				
Date	Project	Project Trips	Prop Share	
Dec-18	Existing plus Committed	1212	\$17,790,948	
Dec-18	The Blake at Hamlin	1	\$9,999	
Dec-18	Hamlin Daycare	2	\$19,998	
Dec-18	Restaurant at Hamlin NEC	1	\$9,999	
Feb-19	Hamlin Active Adult Living Apartments	1	\$9,999	
Feb-19	Hamlin Reserve Office-Daycare Bldg D	2	\$19,998	
Feb-19	Hamlin Reserve Medical Office Bldg A&F	2	\$19,998	
May-19	Taco Bell / PizzaHut	1	\$9,999	
May-19	Suntrust	1	\$9,999	
Oct-19	Hamlin McCoy Federal Credit Union	1	\$11,107	
Oct-19	Hamlin SW C Commercial Lot C McDonalds	2	\$22,214	
Oct-19	Hamlin NWC Commercial Lot 2 Regions Bank	1	\$11,107	
Oct-19	Hamlin NEC Wawa	2	\$22,214	
Oct-19	Hamlin Market	2	\$22,214	
Oct-19	Hamlin Family Dental	1	\$11,107	
Feb-20	Hamlin Medical Office	12	\$133,284	
Mar-20	Hamlin SW C Commercial Building J	3	\$33,321	
Jul-20	Hamlin SW Commercial Building I	3	\$33,321	
Sep-20	Hamlin SW Commercial Building F	3	\$33,321	
Nov-20	Hamlin SW Commercial Building B	8	\$88,856	
Nov-20	Hamlin SW Commercial Building C	8	\$88,856	
Nov-20	Hamlin SW Medical Office Building D	9	\$99,963	
Jun-21	Hamlin SW Medical Office Building E-1	8	\$90,376	
Jun-21	Hamlin Retail Building G	3	\$35,016	
Jun-21	Hamlin Paramount Urgent Care	5	\$58,360	
Jun-21	Hamlin Ace Hardware Store	3	\$35,016	
Jun-21	Hamlin Autozone	1	\$11,672	
Sep-21	Hamlin Miller's Ale House	1	\$11,672	
Nov-21	Hamlin Urban Air	2	\$23,344	
Jan-22	Discovery Church	2	\$24,266	
Jan-22	Hamlin Taco Bell	1	\$12,133	
Mar-22	Hamlin Chick Fil A	1	\$12,133	
Mar-22	Hamlin Wells Fargo	1	\$12,133	
Apr-22	NWC Commercial Building I	3	\$36,399	
Aug-23	PopStroke Hamlin	1	\$13,841	
Aug-23	UR5 Building F	20	\$276,820	
Aug-23	Vystar Hamlin	1	\$13,841	
Aug-23	UR5 Building B	29	\$401,389	
Oct-23	Hamlin Wholesale Club	33	\$456,753	
Feb-24	Hamlin Tiki Docks	1	\$13,841	
<b>Backlogged Totals:</b>		<b>1394</b>	<b>\$20,053,827</b>	
Proposed	May-24	Hamlin HRPN Building I	6	\$88,074
				\$0
				\$0
				\$0
				\$0
<b>Totals:</b>		<b>1400</b>	<b>\$20,141,901</b>	