



Interoffice Memorandum

February 1, 2023

TO: Mayor Jerry L. Demings  
-AND-  
County Commissioners

FROM: Jon V. Weiss, P.E., Chairman  
Roadway Agreement Committee

SUBJECT: March 7, 2023 – Consent Item  
Proportionate Share Agreement for Culver's East Orlando  
Colonial Drive and Woodbury Road

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Culver's East Orlando Colonial Drive and Woodbury Road ("Agreement") by and between FPC Bridgewater LLC and Orange County for a proportionate share payment in the amount of \$406,415. 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 14 deficient trips on the road segments of Colonial Drive from Lake Pickett Road to Avalon Park Boulevard in the amount of \$12,061 per trip, 22 deficient trips on the road segments of Colonial Drive from Woodbury Road to Lake Pickett Road in the amount of \$9,075 per trip, and three deficient trips on the road segments of Woodbury Road from Waterford Lakes Parkway to Colonial Drive in the amount of \$12,637 per trip.

The Roadway Agreement Committee recommended approval on February 1, 2023. 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.

**ACTION REQUESTED: Approval and execution of Proportionate Share Agreement for Culver's East Orlando Colonial Drive and Woodbury Road by and between FPC Bridgewater LLC and Orange County for a proportionate share payment in the amount of \$406,415. District 4**

JVW/NC/js  
Attachment

BCC Mtg. Date: March 7, 2023

This instrument prepared by  
and after recording return to:

Taylor N. Gerhardt  
FPC Bridgewater LLC  
120 South Olive Avenue, Suite 404  
West Palm Beach, Florida 33401

Parcel ID Number: 23-22-31-0891-13-000

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

**PROPORTIONATE SHARE AGREEMENT FOR  
CULVER'S EAST ORLANDO**

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**COLONIAL DRIVE AND WOODBURY 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 between FPC Bridgewater LLC, a Florida limited liability company ("**Owner**"), with a principal place of business at 120 South Olive Avenue, Suite 404, West Palm Beach, Florida 33401, 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, FL 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 Colonial Drive and Woodbury Road; and

WHEREAS, Owner intends to develop the Property as a 4,479 square foot Culver's fast food restaurant with drive thru, referred to and known as Culver's East Orlando (the "**Project**"); and

WHEREAS, Owner received a letter from County dated December 6, 2022, stating that Owner's Capacity Encumbrance Letter ("**CEL**") application #22-08-086 for the Project was denied; and

WHEREAS, the Project will generate 14 deficient PM Peak Hour trips (the "**Excess Trips 1**") for the deficient roadway segment on Colonial Drive from Lake Pickett Road to Avalon Park Boulevard (the "**Deficient Segment 1**"), and 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 22 deficient PM Peak Hour trips (the "**Excess Trips 2**") for the deficient roadway segment on Colonial Drive from Woodbury Road to Lake Pickett Road (the "**Deficient Segment 2**"), and 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 3 deficient PM Peak Hour trips (the "**Excess Trips 3**") for the deficient roadway segment on Woodbury Road from Waterford Lakes Parkway to Colonial Drive (the "**Deficient Segment 3**"), and 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 Four Hundred Six Thousand Four Hundred Fifteen and 00/100 Dollars (\$406,415.00) (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 Four Hundred Six Thousand Four Hundred Fifteen and 00/100 Dollars (\$406,415.00). 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 "Culvers East Orange Transportation Concurrency Analysis, dated October 2022 for FPC Bridgewater 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 December 5, 2022 and is on file and available for inspection with that division (CMS #2022086). 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, 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, Owner shall deliver a check to County in the amount of Four Hundred Six Thousand Four Hundred Fifteen and 00/100 Dollars (\$406,415.00) 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 Owner shall be entitled to receive transportation impact fee credits, 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 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: Taylor N. Gerhardt  
FPC Bridgewater LLC  
120 South Olive Avenue, Suite 404  
West Palm Beach, Florida 33401

With copy to: Brent A. Lenzen, PE  
Kimley-Horn and Associates, Inc.  
189 South Orange Avenue, Suite 1000  
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, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

Orange County Planning, Environmental, and Development  
Services 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.

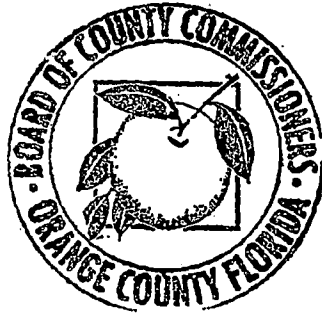
[Signatures appear on following pages]



Proportionate Share Agreement, Culver's East Orlando  
FPC Bridgewater LLC for Colonial Drive and Woodbury Road, 2023

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*  
for Jerry L. Demings  
Orange County Mayor

Date: March 7, 2023

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

By: *Jennifer Ann - Kline*  
Deputy Clerk

Print Name: March 7, 2023

WITNESSES:

Paul Forberger

Print Name: PAUL FORBERGER

Lisa Lyda

Print Name: Lisa Lyda

“OWNER”

FPC Bridgewater LLC, a Florida limited liability company

By: Taylor N. Gerhardt

Print Name: Taylor N. Gerhardt

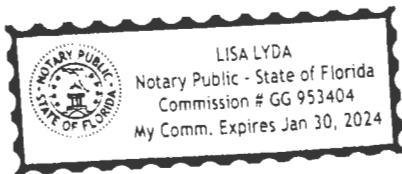
Title: Manager

STATE OF: Florida  
COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25<sup>th</sup> day of January, 2023, by Taylor N. Gerhardt, as Manager of FPC Bridgewater LLC, a Florida limited liability company, on behalf of such limited liability company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 25<sup>th</sup> day of January, 2023.

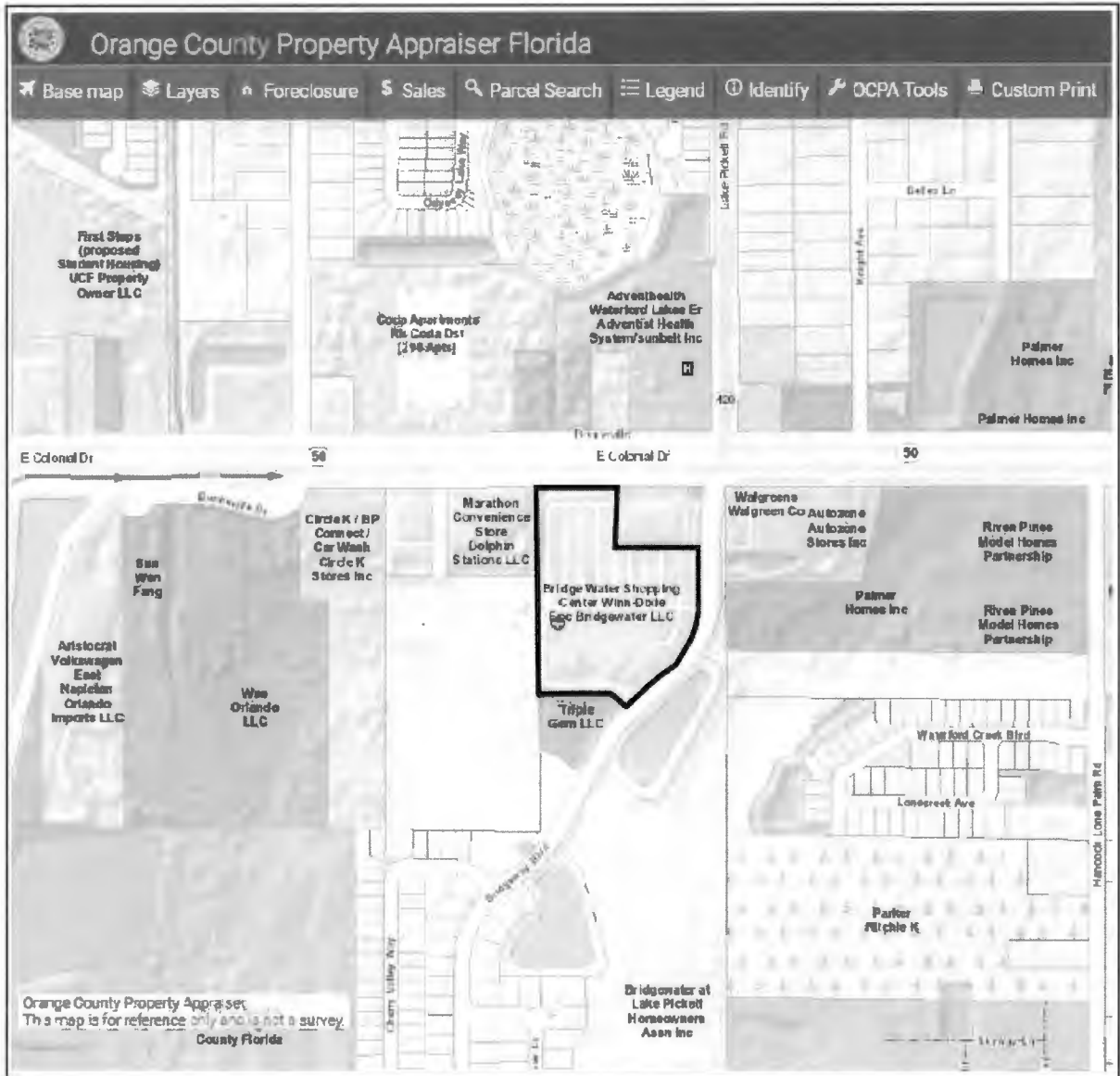
(Notary Stamp)



Lisa Lyda  
Signature of Notary Public  
Print Name: Lisa Lyda  
Notary Public, State of: Florida  
Commission Expires: Jan 01/30/2024  
(mm/dd/yyyy)

**Exhibit "A"**  
**"CULVER'S EAST ORLANDO"**

**Project Location Map**



**Exhibit "B"**

**"CULVER'S EAST ORLANDO"**

Parcel ID: 23-22-31-0891-13-000

**Legal Description:**

PARCEL 1:

TRACT M, BRIDGE WATER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39, PAGES 33 THROUGH 36, INCLUSIVE, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING ALSO DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°13'18" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 668.49 FEET; THENCE DEPARTING SAID NORTH LINE RUN NORTH 00°11'09" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, A DISTANCE OF 511.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE NORTH 00°11'09" WEST, A DISTANCE OF 723.71 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 50; THENCE RUN NORTH 89°52'27" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 277.77 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY RUN SOUTH 00°07'33" EAST A DISTANCE OF 200.67 FEET; THENCE RUN NORTH 89°52'27" EAST, A DISTANCE OF 296.61 FEET TO THE WESTERLY RIGHT-OF-WAY OF PROPOSED BRIDGEWAY BOULEVARD; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING COURSES: SOUTH 00°11'53" EAST, A DISTANCE OF 167.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING THE FOLLOWING ELEMENTS: A RADIUS OF 379.26 FEET, A CENTRAL ANGLE OF 49°00'50", A CHORD LENGTH OF 314.63 FEET AND A CHORD BEARING OF SOUTH 24°18'31" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 324.44 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 48°48'57" WEST, A DISTANCE OF 149.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING THE FOLLOWING ELEMENTS; A RADIUS OF 602.96 FEET; A CENTRAL ANGLE OF 04°47'24", A CHORD LENGTH OF 50.39 FEET AND A CHORD BEARING OF SOUTH 46°25' 15" WEST; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 50.41 FEET; THENCE DEPARTING SAID CURVE AND WESTERLY RIGHT-OF-WAY FROM A TANGENT BEARING OF NORTH 44°01'32" EAST, RUN NORTH 41°22'34" WEST ALONG A NON-RADIAL LINE A DISTANCE OF 85.13 FEET; THENCE RUN SOUTH 89°52'27" WEST A DISTANCE OF 238.40 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, PARKING, GRAVITY SEWER AND FORCE MAIN, LIFT STATION, DETENTION POND, UTILITY, LANDSCAPE, MAINTENANCE, SURFACE WATER, STORM WATER MANAGEMENT AND OTHER EASEMENTS AS CREATED AND DESCRIBED IN THAT CERTAIN DECLARATION OF RECIPROCAL EASEMENTS AND RESTRICTIVE COVENANTS FOR BRIDGEWATER RECORDED IN OFFICIAL RECORD BOOK 5511, PAGE 3831, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 PURSUANT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIDGE WATER BY EAST COLONIAL PROPERTY INC., AND LEE CHIRA, RECORDED FEBRUARY 26, 1998 IN OFFICIAL RECORD BOOK 5423, PAGE 1819. AS AFFECTED BY THE JOINDER AND CONSENT BY ENGLE HOMES/ORLANDO, INC., RECORDED IN OFFICIAL RECORD BOOK 5421, PAGE 1816, AND AS FURTHER AFFECTED BY THE JOINDER AND CONSENT BY MORRISON HOMES OF FLORIDA, INC., RECORDED IN OFFICIAL RECORD BOOK 5423, PAGE 1817, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Exhibit "C"

"CULVER'S EAST ORLANDO"

DEFICIENT SEGMENT 1

Log of Project Contributions  
 Colonial Dr (Lake Pickett Rd to Avalon Park Blvd)

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
Colonial Dr	Lake Pickett Rd - Avalon Park Blvd	1.01	E	3020	Widen from 6 to 8 lanes	4040	1020	\$12,301,339	\$12,061
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	Lake Pickett Rd - Avalon Park Blvd	1.01	E	3020	323	4040	1020	\$3,895,424	
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
Colonial Dr	Lake Pickett Rd - Avalon Park Blvd	1.01	E	3020	4040	1020	323	697	\$8,405,915
									\$12,061

Updated: 12/6/22

Log of Project Contributions				
Date	Project	Project Trips	Prop Share	
Existing	May-21 Existing plus Committed	253	\$2,868,261	
	May-21 Christian Brothers Automotive	3	\$34,011	
	Jun-21 Lone Palm Reserve	19	\$215,403	
	Jun-21 Colonial Storage	5	\$56,685	
	Jun-21 Woodsprings Suites (Updated from Expired)	6	\$68,022	
	Sep-21 Hancock Lone Palm	11	\$124,707	
	Dec-21 Toll Brothers Student Housing	6	\$68,022	
	Jun-22 Bidho Storage	2	\$24,122	
	Jul-22 Hancock Lone Palm Townhomes	16	\$192,976	
	Sep-22 Oats at Hancock Lone Palm	2	\$24,122	
	<b>Backlogged Totals:</b>	<b>323</b>	<b>\$3,676,331</b>	
Proposed	Dec-22 Culver's East Orlando	14	\$168,854	
			\$0	
			\$0	
			\$0	
			\$0	
	<b>Totals:</b>	<b>337</b>	<b>\$3,845,185</b>	

**DEFICIENT SEGMENT 2**

**Log of Project Contributions**  
 Colonial Dr (Woodbury Rd to Lake Pickett 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
Colonial Dr	Woodbury Rd - Lake Pickett Rd	0.78	E	3020	Widen from 6 to 8 lanes	4040	1020	9,258,453	\$9,075

County 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	County (Backlog) Responsibility
Colonial Dr	Woodbury Rd - Lake Pickett Rd	0.78	E	3020	4040	705	1020	\$6,397,543

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	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Colonial Dr	Woodbury Rd - Lake Pickett Rd	0.78	E	3020	4040	705	1020	315	\$2,858,811	\$9,075

Updated: 12/6/22

Log of Project Contributions												
Date	Project	Project Trips	Prop Share	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Backlogged Trips	Capacity Increase	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Existing	Jun-18	Existing plus Committed	350	0.78	E	3020	4040	705	1020	315	\$2,858,811	\$9,075
	Mar-17	Lake Pickett Apt	\$433,944									
	Mar-17	Cube Smart Storage Facility	\$35,728									
	Jun-17	CTI Building #300	\$9,785									
	Jan-18	Woodbury Plaza	\$36,465									
	Jan-18	Park Square Plaza	\$313,513									
	Jun-18	Bonnieville Drive Properties Office	\$7,000									
	Aug-18	Lake Pickett ER	\$71,004									
	Aug-18	Lake Pickett Center Paroch 1	\$223,888									
	Jan-19	Woodsprings Suites	\$151,544									
	Jun-19	Caliber Collision	\$15,952									
	Aug-19	Dr. Mole Vet Office	\$7,978									
	May-20	Waterford Lakes Multifam by Bank and fast food at 50	\$22,149									
	Jul-21	Chase Bank at Waterford Lakes	\$7,383									
	Feb-21	Chase Bank at Waterford Lakes	\$10,740									
	Feb-21	Waterford Lakes Golf	\$17,082									
	May-21	Christian Brothers Automobile	\$17,082									
	Jun-21	Lone Palm Reserve	\$145,027									
	Jun-21	Colonial Storage	\$8,531									
	Jun-21	Woodsprings Suites (Updated From Expenc)	\$102,089									
	Sep-21	Hancock Lone Palm	\$42,655									
	Dec-21	Toll Brothers Student Housing	\$631,204									
	May-22	Waterford Oaks	\$54,450									
	Jul-22	Hancock Lone Palm Townhomes	\$127,050									
	Sep-22	Oaks at Hancock Lone Palm	\$9,075									
		<b>Backlogged Totals:</b>	<b>705</b>									
Proposed	Dec-22	Culver's East Orlando	\$199,650	22								
			\$0									
			\$0									
			\$0									
		<b>Totals:</b>	<b>\$3,726,462</b>	<b>727</b>								

**DEFICIENT SEGMENT 3**

**Log of Project Contributions**  
 Woodbury Rd (Waterford Lakes Pkwy to Colonial Dr)

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
Woodbury Rd	Waterford Lakes Pkwy Colonial Dr	0.77	E	800	Widen from 2 to 4 lanes	1700	900	\$11,273,079	\$12.637

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
Woodbury Rd	Waterford Lakes Pkwy Colonial Dr	0.77	E	800	262	1700	900	\$3,310,830

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
Woodbury Rd	Waterford Lakes Pkwy Colonial Dr	0.77	E	800	1700	900	262	638	\$8,062,249	\$12.637

Updated: 12/6/22

Log of Project Contributions						
Date	Project	Project Trips	Prop Share	Existing	Backlogged	Improved
Existing						
Sept-13	Existing plus Committed	121	\$814,451			
Sept-13	Town Park Outreach	2	\$13,462			
Nov-13	Salomon's Popeye's	4	\$26,924			
Feb-14	Town Park MUD-F Army	3	\$20,193			
Oct-16	Waterford Oaks Phase 1	3	\$20,193			
Oct-16	Waterford Oaks Phase II	26	\$175,015			
Oct-15	7-Eleven Development	2	\$13,464			
Apr-17	Storage Facility	1	\$8,816			
Apr-17	Lake Pocket M/FU	11	\$69,976			
Feb-18	Park Square Plaza aka Cricket Cup	3	\$26,448			
Aug-18	Lake Pocket ER	1	\$10,145			
Aug-18	Lake Pocket Center Parcel 1	2	\$20,290			
Jan-19	Woodsprings Outlets Expired	4	\$41,660			
May-20	Waterford Lakes Mustangs	31	\$355,608			
Jun-20	Gardens @ Waterford Lakes	2	\$23,136			
Jul-20	Bank and Fast food at SO	1	\$11,568			
Apr-21	Waterford Lakes golf	7	\$65,069			
Jun-21	Lone Palm Reserve	2	\$24,314			
Jun-21	Woodsprings Outlets (Updated from Expired)	5	\$60,785			
Dec-21	Tot Brothers Student Housing	15	\$189,555			
May-22	Waterford Oaks	6	\$75,822			
May-22	Hancock Lone Palm Townhomes	3	\$37,911			
Sept-22	Potter's Waterford Lakes	7	\$89,459			
	<b>Backlogged Totals:</b>	<b>262</b>	<b>\$2,243,294</b>			
Proposed						
Dec-22	Culver's East Orlando	3	\$37,911			
			\$0			
			\$0			
			\$0			
			\$0			
	<b>Totals:</b>	<b>265</b>	<b>\$2,281,205</b>			