



Interoffice Memorandum

May 31, 2023

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

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

SUBJECT: June 20, 2023 – Consent Item
Proportionate Share Agreement for BB Groves aka Accolades at Ovation
Avalon Road and US 192

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for BB Groves aka Accolades at Ovation Avalon Road and US 192 ("Agreement") by and between M BB GROVE LLC and Orange County for a proportionate share payment in the amount of \$4,886,104. 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.

On November 15, 2022, the Board entered into a prior proportionate share agreement for this development project, however, the agreement became null and void due to the lack of timely payment by the developer. This Agreement is similar to the prior proportionate share agreement, but updates payment amount and timing due to the passage of time. The proportionate share amount has increased, and payment is now due within 10 business 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 106 deficient trips on the road segment of Avalon Road from US 192 to Hartzog Road in the amount of \$14,744 per trip, 94 deficient trips on the road segment of Avalon Road from Hartzog Road to Western Way in the amount of \$17,000 per trip, 24 deficient trips on the road segment of Avalon Road from Western Way to Flamingo Crossings Boulevard in the amount of \$40,017 per trip, and 24 deficient trips on the road segment of US 192 from Lake County Line to Osceola County Line in the amount of \$31,868 per trip.

The Roadway Agreement Committee recommended approval on June 7, 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 BB Groves aka Accolades at Ovation Avalon Road and US 192 by and between M BB GROVE LLC and Orange County for a proportionate share payment in the amount of \$4,886,104. District 1

JVW/tc
Attachment

BCC Mtg. Date: June 20, 2023

This instrument prepared by
and after recording return to:

Mohammed Abdallah
Traffic & Mobility Consultants LLC
3101 Maguire Boulevard, Suite 265
Orlando, Florida 32803

Parcel ID Numbers:
31-24-27-0000-00-036,
and a portion of 30-24-27-0000-00-003

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

**PROPORTIONATE SHARE AGREEMENT FOR
BB GROVES AKA ACCOLADES AT OVATION**

AVALON ROAD AND US 192

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 M BB GROVE LLC, a Delaware limited liability company (“**Owner**”), whose principal place of business is 175 SW 7th Street, Miami, Florida 33130, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), whose address is 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 and County previously entered into a Proportionate Share Agreement, approved on November 15, 2022 and recorded on November 22, 2022, Instrument No. 20220704751, Public Records of Orange County, Florida (the “**Previous Agreement**”), that became null and void on May 15, 2023 due to lack of timely payment in accordance with terms in Section 13 of the Previous Agreement; and

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

WHEREAS, 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 and the proceeds of the PS Payment, as defined herein, will be allocated to Avalon Road and US 192; and

WHEREAS, Owner intends to develop the Property as 309 single-family residential units and 154 townhomes, referred to and known as BB Groves AKA Accolades at Ovation, also known as and referred to herein as “Accolades at Ovation” (the “**Project**”); and

WHEREAS, Owner received a letter from County dated August 30, 2022, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application #CEL-22-03-024 for the Project was denied; and

WHEREAS, the Project will generate one hundred six (106) deficient PM Peak Hour trips (the “**Excess Trips 1**”) for the deficient roadway segment on Avalon Road from US 192 to Hartzog Road (the “**Deficient Segment 1**”), and zero (0) 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 ninety-four (94) deficient PM Peak Hour trips (the “**Excess Trips 2**”) for the deficient roadway segment on Avalon Road from Hartzog Road to Western Way (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”; and

WHEREAS, the Project will generate twenty-four (24) deficient PM Peak Hour trips (the “**Excess Trips 3**”) for the deficient roadway segment on Avalon Road from Western Way to Flamingo Crossings Boulevard (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”; and

WHEREAS, the Project will generate twenty-four (24) deficient PM Peak Hour trips (the “**Excess Trips 4**”) for the deficient roadway segment on US 192 from Lake County Line to Osceola County Line (the “**Deficient Segment 4**”), and zero (0) PM Peak Hour trips were available on Deficient Segment 4 on the date the CEL was denied, as further described in Exhibit “C”; and

WHEREAS the Excess Trips 1, Excess Trips 2, Excess Trips 3, and Excess Trips 4 shall be referred to herein collectively as the “**Excess Trips**”; and

WHEREAS, the Deficient Segment 1, Deficient Segment 2, Deficient Segment 3, and Deficient Segment 4 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 million eight hundred eighty-six thousand one hundred four and 00/100 Dollars (\$4,886,104.00) (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 hereto 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 million eight hundred eighty-six thousand one hundred four and 00/100 Dollars (\$4,886,104.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. 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 "Accolades at Ovation" prepared by Traffic & Mobility Consultants LLC, dated June 2022 for St. Bourke (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 August 4, 2022, and is on file and available for inspection with that division (CMS #2022024). 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 improvement to the Deficient Segments or actual traffic impacts created by the Project; provided, however, that if Owner 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 Section 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.* Within ten (10) business days following the Effective Date, Owner shall deliver a check to County in the amount of four million eight hundred eighty-six thousand one hundred four and 00/100 Dollars (\$4,886,104.00) 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, 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 ten (10) business days of the Effective Date this Agreement shall become null and void. The Owner shall not be entitled to an extension of the payment under this agreement.

(c) *Project Development.* Recordation of a subdivision plat 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 to the Project which 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 in the Project increasing the number of trips as set forth in subparagraph 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 the 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, regulations, and/or Orange County Code provisions or from making the required payment of transportation impact fees applicable to the Project, subject to credits as set forth in Section 3 below.

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, 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.

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: M BB GROVE LLC
175 SW 7th Street
Miami, Florida 33130

With copy to: St. Bourke
1123 Zonolite Road NE, Suite 30
Atlanta, Georgia 30306

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
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 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 the Owner and upon any person, firm, corporation, or entity who may become the 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 ten (10) business 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 hereto 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 ten (10) business 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 pursuant to a County building permit, this Agreement shall automatically terminate and thereafter be null and void for all purposes.

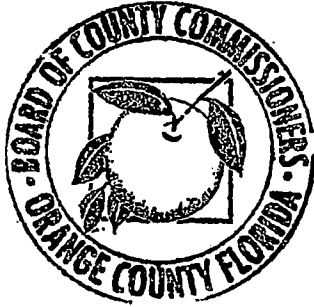
Section 14. Counterparts. This Agreement may be executed in up to two (2) counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

Proportionate Share Agreement, BB Groves AKA Accolades at Ovation
M BB GROVE LLC for Avalon Road and US 192, 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: June 20, 2023

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

By: *Jennifer Lara-Klimetz*
Deputy Clerk

Print Name: Jennifer Lara-Klimetz

WITNESSES:

[Signature]
Print Name: Mariquilla Fernandez
[Signature]
Print Name: Alysa Jessup

“OWNER”

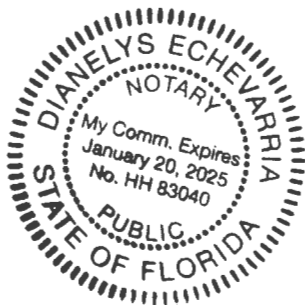
M BB GROVE LLC, a Delaware limited liability company
By: [Signature]
Print Name: Douglas Carballo
Title: President
Date: 5-26-2023

STATE OF: Florida
COUNTY OF: Miami Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of May, 2023, by Douglas Carballo, as President of M BB GROVE LLC, a Delaware limited liability company on behalf of such company, who is personally known to me or has produced FL Driver License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of May, 2023.

(Notary Stamp)



[Signature]
Signature of Notary Public
Print Name: Dianelys Echevarria
Notary Public, State of: Florida
Commission Expires: January 20, 2025

Exhibit "A"

"BB GROVES AKA ACCOLADES AT OVATION"

Project Location Map

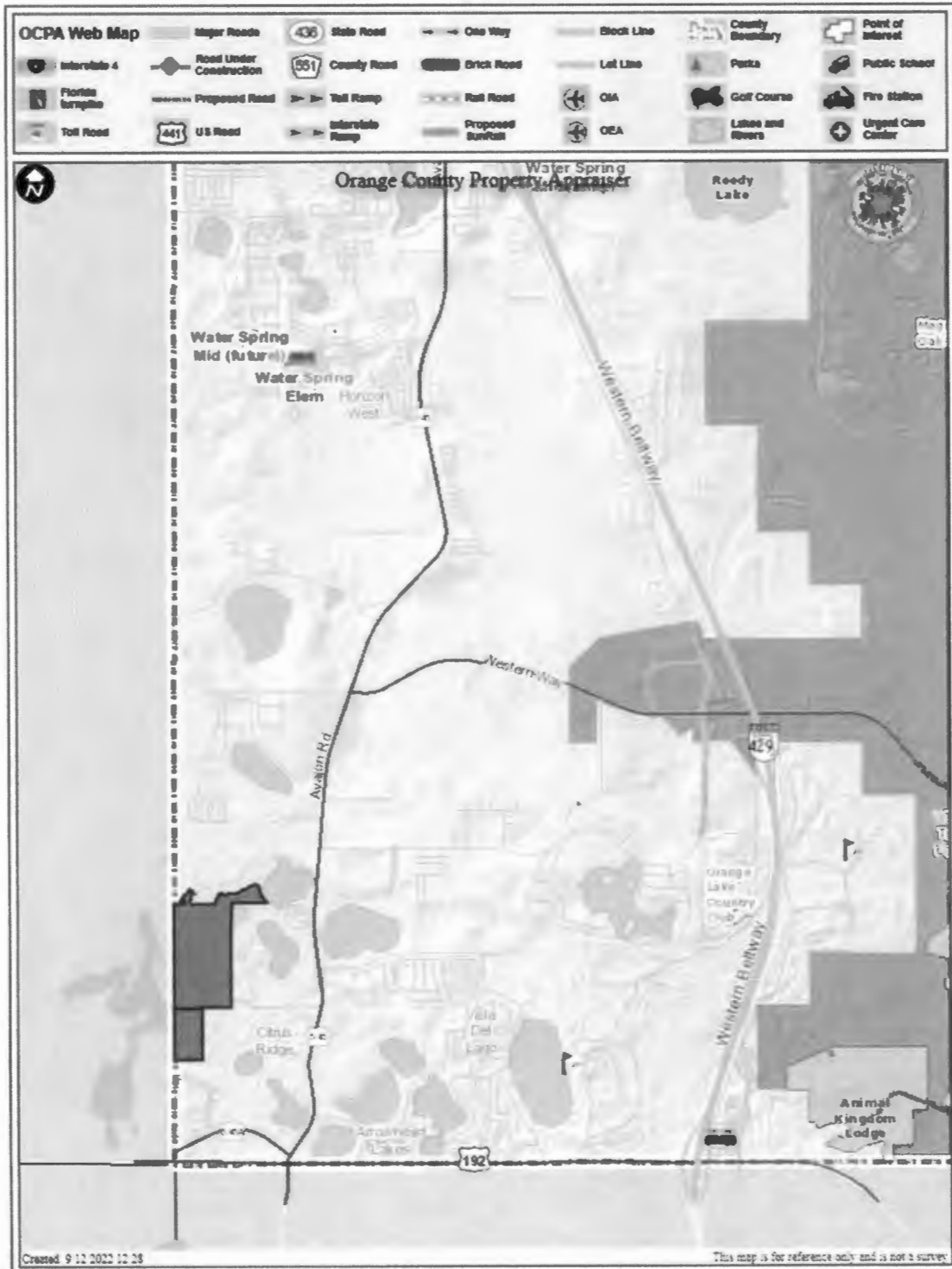


Exhibit "B"

"BB GROVES AKA ACCOLADES AT OVATION"

Parcel IDs: 31-24-27-0000-00-036 and a portion of 30-24-27-0000-00-003

Legal Description:

The land referred to herein below is situated in the County of ORANGE, State of Florida, and described as follows:

A portion of Sections 30 and 31, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

BEGIN at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 30; thence run N 00°22'17" E, along the west line of the Southwest 1/4 of the Southwest 1/4 of said Section 30, a distance of 1,320.72 feet to a point on the north line of the Southwest 1/4 of the Southwest 1/4 of said Section 30; thence run N 89°26'23" E, along the north line thereof, a distance of 269.50 feet; thence, departing said north line, run N 23°04'16" E, a distance of 45.29 feet; thence run N 26°39'56" W, a distance of 54.51 feet; thence run S 60°54'59" W, a distance of 78.88 feet; thence run N 42°27'46" W, a distance of 29.14 feet; thence run N 22°53'46" E, a distance of 61.98 feet; thence run N 26°54'16" E, a distance of 73.80 feet; thence run N 58°40'33" E, a distance of 49.45 feet; thence run N 53°06'24" E, a distance of 80.02 feet; thence run N 40°46'30" E, a distance of 59.35 feet; thence run N 40°13'50" E, a distance of 38.18 feet; thence run S 60°17'32" E, a distance of 38.07 feet; thence run S 76°36'17" E, a distance of 34.51 feet; thence run S 34°20'41" E, a distance of 26.86 feet; thence run S 45°41'20" E, a distance of 35.31 feet; thence run S 33°54'12" W, a distance of 32.97 feet; thence run S 35°40'41" W, a distance of 74.87 feet; thence run S 20°25'28" W, a distance of 49.99 feet; thence run S 26°27'40" W, a distance of 52.60 feet; thence run S 11°16'10" E, a distance of 61.20 feet; thence run S 36°17'57" E, a distance of 33.26 feet to a point on the aforesaid north line of the Southwest 1/4 of the Southwest 1/4 of said Section 30; thence run N 89°26'23" E, along the north line thereof, a distance of 588.73 feet; thence, departing said north line, run N 23°06'00" E, a distance of 21.61 feet; thence run N 28°42'53" E, a distance of 50.69 feet; thence run N 24°37'07" E, a distance of 41.33 feet; thence run N 32°03'09" E, a distance of 70.85 feet; thence run N 39°58'07" E, a distance of 51.47 feet; thence run N 71°10'42" E, a distance of 36.65 feet; thence run N 22°12'29" W, a distance of 38.60 feet; thence run N 57°40'16" E, a distance of 24.15 feet; thence run S 43°02'30" E, a distance of 33.50 feet; thence run N 86°02'11" E, a distance of 22.19 feet; thence run S 77°56'31" E, a distance of 52.48 feet; thence run N 84°52'30" E, a distance of 52.37 feet; thence run N 78°27'11" E, a distance of 47.05 feet; thence run N 85°48'48" E, a distance of 89.59 feet; thence run S 78°31'55" E, a distance of 57.08 feet; thence run N 73°22'57" E, a distance of 71.21 feet; thence run N 62°12'46" E, a distance of 45.60 feet; thence run N 50°19'15" E, a distance of 33.13 feet; thence run N 74°16'24" E, a distance of 53.33 feet; thence run N 52°30'07" E, a distance of 40.51 feet; thence run N 63°53'23" E, a distance of 45.75 feet; thence run N 82°01'13" E, a distance of 94.02 feet; thence run N 33°19'21" E, a distance of 51.38 feet; thence run N 56°45'48" E, a distance of 53.34 feet; thence run N 89°07'56" E, a distance of 61.67 feet; thence run N 61°25'16" E, a distance of 74.34 feet; thence run S 76°53'59" E, a distance of 72.44 feet; thence run S 18°36'57" E, a distance of 81.53 feet; thence run S 05°07'47" E, a distance of 62.38 feet; thence run S 22°24'27" E, a distance of 63.40 feet; thence run S 18°59'12" E, a distance of 40.76 feet; thence run S 32°39'40" E, a distance of 53.54 feet; thence run S 23°06'04" E, a distance of 59.87 feet; thence run S 44°13'20" E, a distance of 55.70 feet; thence run S 60°35'13" E, a distance of 50.75 feet; thence run S 49°17'19" E, a distance of 47.16 feet; thence run S 37°02'21" E, a distance of 23.56 feet to a point on the south line of the Northeast 1/4 of the Southwest 1/4 of said Section 30; thence run S 89°26'23" W, along the south line thereof, a distance of 950.04 feet to a point on the east line of the Southwest 1/4 of the Southwest 1/4 of said Section 30; thence run S 00°33'20" W, along the east line thereof, a distance of 1,322.20 feet to a point on the east line of the Northwest 1/4 of the Northwest 1/4 of said Section 31; thence run S 00°07'47" W, along the east line thereof, a distance of 1,287.75 feet to a point lying 30.00 feet north of (when measured perpendicular to) the south line of the Northwest 1/4 of the Northwest 1/4 of said Section 31; thence run S 89°37'09" W, parallel with said south line, a distance of 1,445.84 feet to a point on the west line of the Northwest 1/4 of the Northwest 1/4 of said Section 31; thence run N 00°01'09" W, along the west line thereof, a distance of 1,284.59 feet to the POINT OF BEGINNING.

[Legal description continues on the following page]

Exhibit "B"

"BB GROVES AKA ACCOLADES AT OVATION"

Parcel IDs: 31-24-27-0000-00-036 and a portion of 30-24-27-0000-00-003

Legal Description (continued):

TOGETHER WITH:

The West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 31, Township 24 South, Range 27 East, Orange County, Florida, LESS the North 30.00 feet for road right-of-way.

LESS AND EXCEPT:

The North 30.00 feet for road right-of-way of that certain 60.00 foot wide right-of-way, lying 30.00 feet each side of the north line of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 31, Township 24 South, Range 27 East, Orange County, Florida.

TOGETHER WITH:

That certain Reciprocal Easement Agreement recorded in Official Records Book 10909, Page 2000, Public Records of Orange County, Florida. Orange County, Florida.

Exhibit "C"

"BB GROVES AKA ACCOLADES AT OVATION"

DEFICIENT SEGMENT 1

Log of Project Contributions
 Avalon Road (US 192 to Hartzog 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
Avalon Rd	US 192	Hartzog Rd	0.98	E	880	Widen from 3 to 4 lanes	2000	1120	\$16,512,280	\$14,744

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	US 192	Hartzog Rd	0.98	E	880	452	2000	1120	\$6,663,867

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
Avalon Rd	US 192	Hartzog Rd	0.98	E	880	2000	1120	452	668	\$9,748,413	\$14,744

Updated: 6/24/23

Log of Project Contributions

	Date	Project	Project Trips	Prop Share	
Existing	Nov-17	Existing plus Committed	361	\$3,745,375	
	Nov-17	CHS Hospital	5	\$51,875	
	Apr-18	Bali Boulevard	10	\$103,750	
	Mar-19	Flamingo Crossings LLC Housing West	10	\$106,510	
	Jan-20	Four Corners	5	\$59,155	
	Mar-20	AD5 Orlando Hotels	14	\$165,634	
	Apr-20	Avalon Pointe	29	\$343,099	
	May-21	WaterStar Orlando MFU	1	\$12,434	
	Nov-21	Water Star Orlando Outparcels	2	\$24,866	
	Jan-22	Avalon Groves PD	15	\$193,860	
			Backlogged Totals:	452	\$4,806,560
	Proposed	May-23	BB Groves AKA Accolades at Ovation	106	\$1,562,864
					\$0
				\$0	
				\$0	
				\$0	
		Totals:	558	\$6,369,424	

Exhibit "C"

"BB GROVES AKA ACCOLADES AT OVATION"

DEFICIENT SEGMENT 2

Log of Project Contributions
 Avalon Road (Hartzog Road to Western Way)

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	Hartzog Rd	Western Way	1.13	E	880	Widen from 2 to 4 lanes	2000	1120	\$19,039,819	\$17,000

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	Hartzog Rd	Western Way	1.13	E	880	1534	2000	1120	\$26,077,478

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
Avalon Rd	Hartzog Rd	Western Way	1.13	E	880	2000	1120	1534	-414	-\$7,037,859	\$17,000

Updated: 5/24/23

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Nov-20	Existing plus Committed	1,508	\$18,519,748
	Nov-20	Avalon Pointe	15	\$204,630
	Jan-22	Avalon Groves PD	11	\$163,933
		Backlogged Totals:	1534	\$18,888,311
Proposed	May-23	BB Groves AKA Accolades at Ovation	94	\$1,598,000
				\$0
				\$0
				\$0
				\$0
		Totals:	1628	\$20,486,311

Exhibit "C"

"BB GROVES AKA ACCOLADES AT OVATION"

DEFICIENT SEGMENT 3

Log of Project Contributions

Avalon Road (Western Way to Flamingo Crossings Boulevard)

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	Western Way	Flamingo Crossings Blvd	2.66	E	880	Widened from 2 to 4 lanes	2000	1120	\$44,818,925	\$40,017

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	Western Way	Flamingo Crossings Blvd	2.66	E	880	1522	2000	1120	\$60,905,718

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
Avalon Rd	Western Way	Flamingo Crossings Blvd	2.66	E	880	2000	1120	1522	-402	-\$16,086,793	\$40,017

Updated: 6/24/23

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Nov-20	Existing plus Committed	1,508	\$43,596,280
	Nov-20	Avalon Pointe	7	\$202,370
	Jan-22	Avalon Groves	5	\$175,400
	Jun-22	Elysian Luxury Apartments	2	\$70,160
		Backlogged Totals:	1522	\$44,044,210
Proposed	May-23	BB Groves AKA Accolades Ovation	24	\$960,408
				\$0
				\$0
				\$0
				\$0
		Totals:	1546	\$45,004,618

Exhibit "C"

"BB GROVES AKA ACCOLADES AT OVATION"

DEFICIENT SEGMENT 4

US 192 (Lake County Line to Osceola County Line)
 Log of Project Contributions

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
US 192	Lake County Line	Osceola County Line	1.96	E	3020	Widen from 8 to 8 lanes	4040	1020	\$32,504,464	\$31,868

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
US 192	Lake County Line	Osceola County Line	1.96	E	3020	395	4040	1020	\$12,587,860

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
US 192	Lake County Line	Osceola County Line	1.96	E	3020	4040	1020	395	625	\$19,318,051	\$31,868

Updated: 5/24/23

Log of Project Contributions				
	Date	Project	Project Trips	Prop Share
Existing	May-21	Existing plus Committed	395	\$12,587,860
	May-21	WaterStar Orlando MFU	31	\$681,979
	Nov-21	WaterStar Orlando Outparcels	50	\$1,099,966
	Jan-22	Avalon Groves	7	\$153,995
		Backlogged Totals:	395	\$12,587,860
Proposed	May-23	BB Groves AKA Accolades at Ovation	24	\$764,832
				\$0
				\$0
				\$0
		Totals:	419	\$13,352,692