This instrument prepared by and after recording return to:

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

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

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

PROPORTIONATE SHARE AGREEMENT FOR RAISING CANE'S RESTAURANT #1389

ALAFAYA TRAIL AND COLONIAL DRIVE

This Proportionate Share Agreement (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between Magicday, LLC, a New Jersey limited liability company ("Owner"), with its principal place of business at 222 Grand Avenue, Englewood, New Jersey 07631, and Orange County, a charter county and political subdivision of the State of Florida ("County"), with its principal address at P.O. Box 1393, Orlando, Florida 32802-1393. Owner and County may sometimes be referred to herein individually as "Party" and collectively as "Parties."

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

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

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

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

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

WHEREAS, the Project will generate 2 deficient PM Peak Hour trips (the "Excess Trips 2") for the deficient roadway segment on Alafaya Trail from Science Drive to Colonial Drive (the "Deficient Segment 2"), and Zero (0) PM Peak Hour trips were available on Deficient Segment 2 on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

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

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

WHEREAS, the Deficient Segment 1, Deficient Segment 2, and Deficient Segment 3 shall be referred to herein collectively as the Deficient Segments; and

WHEREAS, the Excess Trips will cause the Deficient Segments to operate below adopted Level of Service standards; therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, Owner has offered to provide County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is One Hundred Thirty-Seven Thousand Four Hundred Four and 00/100 Dollars (\$137,404.00) (the "PS Payment"); and

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

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

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

Section 2. PS Payment; CEL.

(a) Calculation of PS Payment: The amount of the PS Payment for the Deficient Segments, as described in Exhibit "C", totals One Hundred Thirty-Seven Thousand Four Hundred

Four and 00/100 Dollars (\$137,404.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes, as may be amended. Owner and County agree that the Excess Trips will constitute the Project's impact on the aforementioned Deficient Segments based upon (i) Owner's Traffic Study titled "C1389 Alafaya & Waterford Lakes Transportation Concurrency Analysis" prepared by Kimley-Horn and Associates, Inc., dated February, 2025, for Magicday, LLC (the "Traffic Study"), which is incorporated herein by this reference, and (ii) upon the calculations described in Exhibit "C". The Traffic Study was accepted by the Orange County Transportation Planning Division on February 19, 2025, and is on file and available for inspection with that division (CMS #2025011). Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within County's jurisdiction, notwithstanding any subsequent variance in the actual cost of any improvement(s) to the Deficient Segments or actual traffic /travel impacts created by the Project; provided, however, that if Owner modifies the Project's development program and/or subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Subsection 2(d) below. Owner and County further acknowledge and agree that the calculation of an agreement regarding the amount of the PS Payment constitute material inducements for the Parties to enter into this Agreement.

Timing of PS Payment, Issuance of CEL. Not later than ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of One Hundred Thirty-Seven Thousand Four Hundred Four and 00/100 Dollars (\$137,404.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Planning, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, if the Property's future land use designation and zoning are consistent with the Project's proposed development, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segments. Within the time frame provided in the CEL, Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial capacity reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within ninety (90) days after the Effective Date, one extension of ninety (90) additional days may be granted by the manager of County's Transportation Planning Division. In the event Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, this Agreement shall become null and void.

- (c) Project Development. Recordation of a subdivision plat and/or approval of a commercial site plan for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in subparagraph 2(b) above.
- (d) Increase in Project Trips. Any change or modification to the Project that increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segments or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.
- (e) Satisfaction of Transportation Improvement Requirements. County hereby acknowledges and agrees that upon Owner's payment of the PS Payment as required herein, and absent any change or modification to the Project as set forth in Subsection 2(d) above, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether improvements to the Deficient Segments are actually constructed; provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Additionally, nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, rules, regulations, and/or Orange County Code provisions or from making the required payment of transportation and other impact fees applicable to the Project, subject to any credits as set forth in Section 3 below. For avoidance of doubt, nothing herein is intended to, nor shall, constitute prepayment of any densities and/or intensities of development or of any development program.
- Section 3. Transportation Impact Fee Credits. County and Owner agree that in accordance with Section 163.3180(5)(h)(2)(e), Florida Statutes, as may be amended, Owner shall receive a credit on a dollar for dollar basis for impact fees, paid or payable in the future for the Project in an amount up to but not exceeding the PS Payment as specifically described in Exhibit "C". County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees. For

avoidance of doubt, nothing herein is intended to, nor shall, constitute prepayment of any densities and/or intensities of development or of any development program.

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

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

As to Owner: Michael Schmidt

Magicday, LLC 222 Grand Avenue

Englewood, New Jersey 07631

With copy to: Kristina Belt, PE

Kimley-Horn and Associates, Inc.

445 24th Street, Suite 200 Vero Beach, Florida 32960

As to County: Orange County Administrator

P. O. Box 1393

Orlando, Florida 32802-1393

With copy to: Orange County Planning, Environmental, and Development

Services Department

Manager, Fiscal and Operational Support Division

201 South Rosalind Avenue, 2nd Floor

Orlando, Florida 32801

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

Orlando, Florida 32839

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

- **Section 6.** Covenants Running with the Property. This Agreement shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of Owner and upon any person, firm, corporation, or entity who may become a successor in interest to the Property.
- **Section 7. Recordation of Agreement.** Owner shall record an original of this Agreement in the Public Records of Orange County, Florida, at no expense to County, not later than thirty (30) days after the Effective Date.
- **Section 8. Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.
- Section 9. Specific Performance. County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice, in accordance with Section 5, specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice.
- **Section 10.** Attorney Fees. In the event either Party brings an action or proceeding including any counterclaim, cross-claim, or third-party claim, against the other Party arising out of this Agreement, each Party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.
- Section 11. Construction of Agreement; Severability. Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or

unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

- **Section 12.** Amendments. No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing and formally executed by all of the parties.
- **Section 13. Termination.** In the event either (i) Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, as contemplated in Subsection 2(b), or (ii) Owner has timely paid the PS Payment to County and the Project has been constructed on the Property and completed, pursuant to a County building permit, this Agreement shall automatically terminate and thereafter be null and void for all purposes.
- **Section 14.** Counterparts. This Agreement may be executed in up to two (2) counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

Proportionate Share Agreement, Raising Cane's Restaurant #1389 Magicday, LLC for Alafaya Trail and Colonial Drive, 2025

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

| | "COUNTY" |
|---|--|
| | ORANGE COUNTY, FLORIDA By: Board of County Commissioners |
| | By: |
| | Date: |
| ATTEST: Phil Diamond, CPA, County Compaging | |
| As Clerk of the Board of County Commission | ers |
| By: | <u> </u> |
| Print Name | |

| WITNESSES: | "OWNER" |
|---|--|
| Signature of Witness | Magicday, LLC, a New Jersey limited liability company |
| Print Name: Stephanie Desanto | P |
| Mailing Address: 222 Grand Avenue | By: |
| Englewood NJ 07631 | Print Name: Michael Schmidt |
| Marthlastic Signature of Witness | Title: Manager |
| Print Name: Marta Castro | |
| Mailing Address: 222 Grand Ave | |
| Englewood, NJ 07631 | |
| STATE OF: New Jersey COUNTY OF: Bergen | |
| The foregoing instrument was acknowled or \square online notarization, this 25 day of | ged before me by means of physical presence |
| Manager of Magicday, LLC, a New Jersey limit | |
| liability company, who is personally as identification | known to me or \square has produced |
| (Notary Stamp) Sigr | nature of Notary Public |
| Prin | t Name: <u>Mari Sassa</u> ary Public, State of: <u>New Tersey</u> |
| Notary Public, State of New Jersey Comm. # 50068629 | nmission Expires: 09/22/2027 |
| My Commission Expires 09/22/2027 | (mm/dd/yyyy) |

Exhibit "A"

"Raising Cane's Restaurant #1389"

Project Location Map

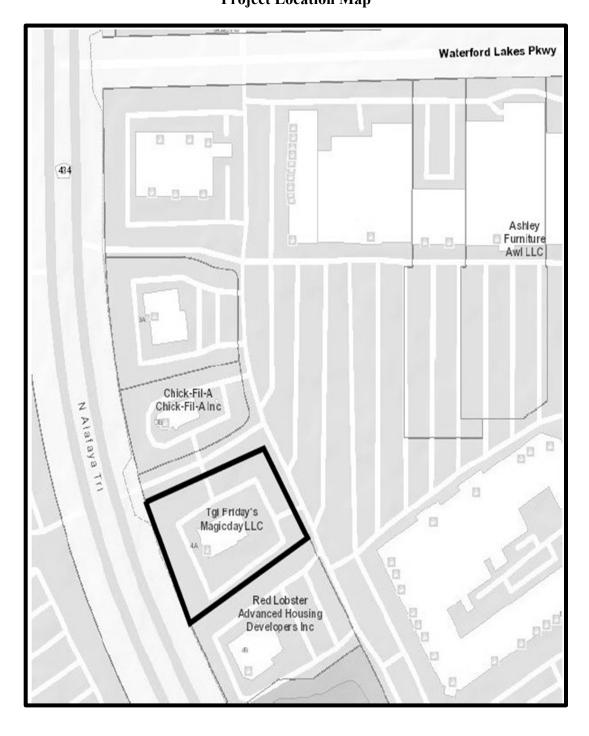


Exhibit "B"

"Raising Cane's Restaurant #1389"

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

Legal Description:

PARCEL I

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

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

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

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 22 THENCE RUN NORTH 89°21'82", EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1719.99 FEET TO THE EASTERLY RIGHT-OF-WAY OF ALAFAYA TRAIL AS RECORDED IN OFFICIAL RECORDS BOOK 8409 PAGE 1829; THENCE DEPARTING SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 22, RUN NORTH 80°42'55" WEST, ALONG SAID RIGHT-OF-WAY A DISTANCE OF 42.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1668.00 FEET AND A CENTRAL ANGLE OF 02°10'85"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°52'56" A DISTANCE OF 258.58 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY AND THE ARC OF SAID CURVE RUN NORTH 71°18'28" EAST, A DISTANCE OF 161.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A CENTRAL ANGLE OF 09°59'08" AND A RADIUS OF 628.00 FEET: THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 92.01 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 61°19'20" EAST, A DISTANCE OF 21.10 FEET TO THE POINT OF .CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 87°57'44"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 42.99 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 80°42'55" EAST, A DISTANCE OF 182.97 FEET; THENCE RUN SOUTH 59°.;L7'05" WEST, A DISTANCE OF 827.10 FEET TO THE POINT OF BEGINNING.

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

Proportionate Share Agreement, Raising Cane's Restaurant #1389 Magicday, LLC for Alafaya Trail and Colonial Drive, 2025

PARCEL II

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

PARCEL III

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

Vafaya Trail

Lake Underhill Rd

Curry Ford Rd

Exhibit "C"

"Raising Cane's Restaurant #1389"

DEFICIENT SEGMENT 1

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

County Share of Improvement

| Planned Improvement Roadway(s) | Limits of Improvement (From - To) | | Segment Length | Adopted LOS | Existing Generalized Capacity | Backlogged Trips | Improved Generalized Capacity | Capacity Increase | County (Backlog) Responsibility |
|-----------------------------------|-----------------------------------|---------------|-------------------|-------------|-------------------------------------|---------------------|-------------------------------------|----------------------|------------------------------------|
| Alafaya Trail | Lake Underhill Rd | Curry Ford Rd | 0.87 | E | 2000 | 87 | 3020 | 1020 | \$2,349,454 |

Developer Share of Improvement

2000

6 lanes

3020

\$27,545,324

\$27,006

| Planned Improvement Roadway(s) | | vement (From - To) | Segment Length | Adopted LOS | Existing Generalized Capacity | Improved Generalized Capacity | Capacity Increase | Backlogged Trips | Capacity Increase for New Development | Remaining Project Cost | Cost / Trip |
|-----------------------------------|-------------------|--------------------|-------------------|-------------|-------------------------------------|-------------------------------------|----------------------|---------------------|---|---------------------------|-------------|
| Alafaya Trail | Lake Underhill Rd | Curry Ford Rd | 0.87 | Е | 2000 | 3020 | 1020 | 87 | 933 | \$25,195,870 | \$27,006 |

Updated: 3/31/25

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

DEFICIENT SEGMENT 2

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

Roadway Improvement Project Information

| Planned Improvement Roadway(s) | Limits of Improvement (From - To) | | Limits of Improvement (From - To) | | Segment Length | Adopted LOS | Existing Generalized Capacity | Type of Improvement | Improved Generalized Capacity | Capacity Increase | Total Project Cost | Cost / Trip | |
|-----------------------------------|-----------------------------------|---------------------|-----------------------------------|-------------|-------------------------------------|-------------------------------------|-------------------------------------|----------------------|---|---------------------------|--------------------|-------------|--|
| Alafaya Trail | Science Dr Colonial Dr | | 1.12 | E | 3020 | Widen from 6 to 8 lanes | 4040 | 1020 | 25336486.56 | \$24,840 | | | |
| County Share of Improvement | | | | | | | | | | | | | |
| Planned Improvement Roadway(s) | Limits of Improvement (From - To) | | Segment Length | Adopted LOS | Existing Generalized Capacity | Backlogged Trips | Improved Generalized Capacity | Capacity Increase | County (Backlog) Responsibility | | | | |
| Alafaya Trail | Science Dr | Colonial Dr | 1.12 | E | 3020 | 271 | 4040 | 1020 | \$6,731,557 | | | | |
| | | | [| Developer S | Share of I | mprovem | ent | | | | | | |
| Planned Improvement Roadway(s) | | ovement (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 / | | |

Updated: 3/31/25

\$18,604,930

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

Alafaya Trail

Science Dr

Colonial Dr

DEFICIENT SEGMENT 3

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

| | Roadway Improvement Project Information | | | | | | | | | |
|-----------------------------------|---|------------------------|-------------------|-------------|-------------------------------------|----------------------------|-------------------------------------|----------------------|--------------------|-------------|
| Planned Improvement Roadway(s) | Limits of In | nprovement (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 | 0.76 | E | 3020 | Widen from 6 to 8 lanes | 4040 | 1020 | 17,192,616 | \$16,856 |

County Share of Improvement

| Planned Improvement Roadway(s) | Limits of Improvement (From - To) | | Segment Length | Adopted LOS | Existing Generalized Capacity | Backlogged Trips | Improved Generalized Capacity | Capacity Increase | County (Backlog) Responsibility |
|-----------------------------------|-----------------------------------|--|-------------------|-------------|-------------------------------------|---------------------|-------------------------------------|----------------------|------------------------------------|
| Colonial Dr | Woodbury Rd Lake Pickett Rd | | 0.76 | E | 3020 | 773 | 4040 | 1020 | \$13,029,306 |

Developer Share of Improvement

| Planned Improvement Roadway(s) | Limits of In | nprovement (From - To) | Segment Length | Adopted LOS | Existing Generalized Capacity | Improved Generalized Capacity | Capacity Increase | Backlogged Trips | Capacity Increase for New Development | Remaining Project Cost | Cost / Trip |
|-----------------------------------|--------------|------------------------|-------------------|-------------|-------------------------------------|-------------------------------------|----------------------|---------------------|---|---------------------------|-------------|
| Colonial Dr | Woodbury Rd | Lake Pickett Rd | 0.76 | E | 3020 | 4040 | 1020 | 773 | 247 | \$4,163,310 | \$16,856 |

Updated: 3/31/25

| | Log of Project Contributions | 5 | |
|-------------|---|---------|-------------|
| | | Project | Prop |
| Date | Project | Trips | Share |
| ting Jun-18 | Existing plus Committed | 356 | \$1,817,024 |
| Mar-17 | Lake Pickett Apt | 86 | \$438,944 |
| Mar-17 | Cube Smart Storage Facility | 7 | \$35,728 |
| Jun-17 | CTI Building #300 | 1 | \$9,785 |
| Jan-18 | Woodbury Plaza | 5 | \$36,455 |
| Jan-18 | Park Square Plaza | 43 | \$313,513 |
| Jun-18 | Bonneville Drive Properties Office | 1 | \$7,996 |
| Aug-18 | Lake Pickett ER | 9 | \$71,964 |
| Aug-18 | Lake Pickett Center Parcel 1 | 28 | \$223,888 |
| Jan-19 | Woodsprings Suites | 19 | \$151,544 |
| Jun-19 | Caliber Collision | 2 | \$15,952 |
| Aug-19 | Dr. Mole Vet Office | 1 | \$7,976 |
| May-20 | Waterford Lakes Multifamily | 3 | \$22,149 |
| Jul-21 | Bank and fast food at 50 | 1 | \$7,383 |
| Feb-21 | Chase Bank at Waterford Lakes | 2 | \$16,740 |
| Feb-21 | Waterford Lakes Golf | 2 | \$17,062 |
| May-21 | Christian Brothers Automotive | 2 | \$17,062 |
| Jun-21 | Lone Palm Reserve | 17 | \$145,027 |
| Jun-21 | Colonial Storage | 1 | \$8,531 |
| Jun-21 | Woodsprings Suites (Updated From Expired) | 19 | \$162,089 |
| Sep-21 | Hancock Lone Palm | 5 | \$42,655 |
| Dec-21 | Toll Brothers Student Hosuing | 74 | \$631,294 |
| May-22 | Waterford Oaks | 6 | \$54,450 |
| Jul-22 | Hancock Lone Palm Townhomes | 14 | \$127,050 |
| Sep-22 | Oaks at Hancock Lone Palm | 1 | \$9,075 |
| Dec-22 | Culvers East Orange | 22 | \$199,650 |
| Jan-23 | Petsuites Orlando | 2 | \$17,062 |
| Jan-23 | Bonneville Drive Properties Office | 1 | \$9,075 |
| May-23 | Starbucks Coffee shop at alafaya | 5 | \$45,375 |
| Aug-23 | Fifty south Student Housing | 9 | \$81,675 |
| Mar-25 | Palms at Waterfod | 29 | \$488,824 |
| | Backlogged Totals: | 773 | \$4,744,173 |
| sed Mar-25 | Raising Caine's Resuatant | 2 | \$33,712 |
| | | | \$0 |
| | | | \$0 |
| | | | \$0 |
| | | | \$0 |
| | Totals: | 775 | \$4,777,885 |