Interoffice Memorandum



April 19, 2023

TO: Mayor Jerry L. Demings

-AND-

County Commissioners

FROM: Jon V. Weiss, P.E., Chairmar

Roadway Agreement Committee

SUBJECT: May 23, 2023 – Consent Item

Proportionate Share Agreement for Corner Lake Gardens

Chuluota Road and Colonial Drive

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Corner Lake Gardens Chuluota Road and Colonial Drive ("Agreement") by and between Ann W. Linder and Orange County for a proportionate share payment in the amount of \$448,713. 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 seven deficient trips on the road segment of Chuluota Road from Colonial Drive to Lake Pickett Road in the amount of \$21,175 per trip, five deficient trips on the road segment of Colonial Drive from Avalon Park Boulevard to S. Tanner Road in the amount of \$25,756 per trip, and six deficient trips on the road segment of Colonial Drive from S. Tanner Road to Chuluota Road Road in the amount of \$28,618 per trip.

The Roadway Agreement Committee recommended approval on April 19, 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 Corner Lake Gardens Chuluota Road and
Colonial Drive by and between Ann W. Linder and Orange

County for a proportionate share payment in the amount

of \$448,713. District 5

JVW/NC/js Attachment APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

BCC Mtg. Date: May 23, 2023

This instrument prepared by:

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

After recording return to:

David Brown, VP of Land M/I Homes of Orlando, LLC 400 International Parkway, Suite 470 Lake Mary, Florida 32746

Parcel ID Number: 09-22-32-0000-00-006

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

PROPORTIONATE SHARE AGREEMENT FOR CORNER LAKE GARDENS

CHULUOTA ROAD 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 ANN W. LINDER, an individual ("Owner"), whose principal address is 17022 Lake Pickett Road, Orlando, Florida 32820, 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 #5 and the proceeds of the PS Payment, as defined herein, will be allocated to Chuluota Road and Colonial Drive; and

WHEREAS, Owner intends to develop the Property as forty-seven (47) single-family residential units, referred to and known as Corner Lake Gardens (the "**Project**"); and

WHEREAS, Owner received a letter from County dated December 28, 2022, stating that Owner's Capacity Encumbrance Letter ("CEL") application #CEL-22-08-081 for the Project was denied; and

WHEREAS, the Project will generate seven (7) deficient PM Peak Hour trips (the "Excess Trips 1") for the deficient roadway segment on Chuluota Road from Colonial Drive to Lake Pickett 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 five (5) deficient PM Peak Hour trips (the "Excess Trips 2") for the deficient roadway segment on Colonial Drive from Avalon Park Boulevard to S. Tanner Road (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 six (6) deficient PM Peak Hour trips (the "Excess Trips 3") for the deficient roadway segment on Colonial Drive from S. Tanner Road to Chuluota 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 four hundred forty-eight thousand seven hundred thirteen and 00/100 Dollars (\$448,713.00) (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.

- Calculation of PS Payment: The amount of the PS Payment for the Deficient Segments, as described in Exhibit "C", totals four hundred forty-eight thousand seven hundred thirteen and 00/100 Dollars (\$448,713.00). 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 "Corner Lake PD" prepared by Traffic & Mobility Consultants LLC, dated September 2022 for M/I Homes of Orlando, 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 September 22, 2022, and is on file and available for inspection with that division (CMS #2022081). 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 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 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. Not later than ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of four hundred forty-eight thousand seven hundred thirteen and 00/100 Dollars (\$448,713.00) 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 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.
- 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: Ann C. Linder

17022 Lake Pickett Road Orlando, Florida 32820

With copy to: M/I Homes of Orlando, LLC

Attn: David Brown, VP of Land 400 International Parkway, Suite 470

Lake Mary, Florida 32746

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 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.

Proportionate Share Agreement, Corner Lake Gardens Ann C. Linder for Chuluota Road and Colonial Drive, 2023

- **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 pursuant to a County building permit, this Agreement shall automatically terminate and thereafter be null and void for all purposes.
- **Section 14.** Counterparts. This Agreement may be executed in up to two (2) counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

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



"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Jerry L. Demings Orange County Mayor

Date: May 23, 2023

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

By: fermify for - Klinet

Print Name: ____Jennifer Lara Klimetz

WITNESSES:	"OWNER"
Spriet James	ANN C. LINDER
Print Name: Yamilet Garcia	By ROBERT C. LINDER, as Attorney in Fact
felly Hornley	By: /all
Print Name: Kelly Thorney	Print Name: ROBERT C. LINDER
	Title: Attorney in Fact
	Date:
online notarization, this <u>26th</u> day of <u>√ancoup</u> in Fact for ANN C. LINDER, an individual, on behame or □ has produced	ad before me by means of physical presence or □, 2023 by ROBERT C, LINDER, as Attorney alf of such individual, who is personally known to as identification. the County and State last aforesaid this day
Notary Public, State of Florida Commission No. HH 72319	nature of Notary Public nt Name: Kathryn Hughes tary Public, State of: Fluviola

JOINDER AND CONSENT TO "CORNER LAKE GARDENS"

M I HOMES OF ORLANDO, LLC, a Florida limited liability company, (the "Applicant") hereby joins in and consents to the above Proportionate Share Agreement (the "Mitigation") for Corner Lake Gardens (the "Agreement"), for itself and on behalf of any affiliate of M/I HOMES OF ORLANDO, LLC that received an assignment of the Agreement, and further agrees to comply with the conditions and procedure to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Mitigation under this Agreement.

WITNESSES:	"APPLICANT"
Frint Name: The Demostere	M I HOMES OF ORLANDO, LLC, a Florida limited lability company By:
Print Name: Tyler Marlette	Print Name: David Brown
Time Name. 1914	Title: Vice President of Land
	Date: April 10, 2023
or \square online notarization, this \cancel{D} day of President of Land of M/I HOMES OF ORL.	owledged before me by means of physical presence 2023, by David Brown, as Vice ANDO, LLC, a Florida limited liability company, on personally known to me or has produced
	l in the County and State last aforesaid this // day
(Notary Stamp)	Signature of Notary Public 7 / /
ANGELA G. GALATI Netary Public - State of Florida Commission # HH 016142 My Comm. Expires Sep 7, 2024 Bonded through National Notary Assn.	Print Name: 1996 4 90/65 Notary Public, State of: Floride Commission Expires: 9-7-2029

Exhibit "A"

"CORNER LAKE GARDENS"

Project Location Map

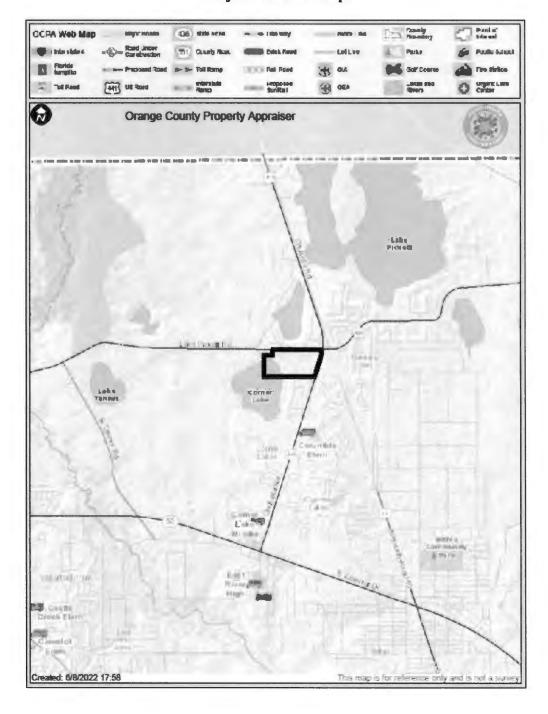


Exhibit "B"

"CORNER LAKE GARDENS"

Parcel ID: 09-22-32-0000-00-006

Legal Description:

The Southwest 1/4 of the Southwest 1/4, lying in Section 9, Township 22 South, Range 32 East, Public Records of Orange County, Florida. Less the North 350 feet of the West 300 feet and Less the North 30 feet for Road Right-of-Way for CR-420.

And

The Southeast 1/4 of the Southwest 1/4, lying in Section 9, Township 22 South, Range 32 East, Public Records of Orange County, Florida. Less the North 30' Road Right-of-Way and Less Road Right-of-Way for CR-419 and Less the part lying East of CR-419.

Exhibit "C"

"CORNER LAKE GARDENS"

DEFICIENT SEGMENT 1

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

		Ro	adway I	Roadway Improvement Project Information	nt Projec	t Informat	ion			¥	
					1						
Planned Improvement Roadway(s)	ent Limits of Improvement (From - To)	ment (From - To)	Segment Length	Adopted LOS	Existing Goneralized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip	
Chultota Rd	Coloniai Or	Leke Pickett Rd	1.93	ш	740	Widen from 2 to 4 lanes	1580	640	\$17,786,602	\$21,175	
			Sounty 8	County Share of Improvement	proveme	nt	9.0				
'Planned Improvement Roadway(s)	ent Limits of Improvement (From - To)	ment (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity	County (Backlog) Responsibility		
Chulbota Rd	Colonial Dr	Lake Pickett Rd	1.93	ш	740	186	1580		\$3,938,462		
				Developer Share of Improvement	hare of I	nprovem	ent.				
Planned Improvement Roadway(s)	ent Limits of Improvement (From : To)	ment (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 /
Chuluota Rd	Colonial Dr	Lake Pickett Rd	1.93	พ	740	1580	840	186	654	\$13,848,140	\$21.
		og of Pr	oject (Log of Project Contributions	ions					ă	Updated: 9
Date		Project			Project Trips	Prop Share					
Existing Oct-15	15	Existing plus Committed	Committee		124	\$2,863,243	43				
Oct-15	15	Verizon/Heartland Dental	rtland Dent	le	3	\$69,272	2				
Nov-15	:15	Lake Pickett Parcels 4 & 5	Parcels 4	\$ 5	17	\$392,542					
Apr-17	17	Lake Pickett	ake Pickett Cluster 1.2.3	8.3	29	\$669,630	0				
May-17	.17	Heartwood PD	õ		و	\$175,015	2				
Sep-20	20	Community Health Center	Health Cent	ier	2	\$39,920					
Sep-20	20	O'Reilly Auto Parts	o Parts		2	\$39,920	ا				
Sep-21	21	Cross Life Church	hurch		2	\$39,920	ة				
Jun-22	22	Bithlo Storage	96		-	\$21,175					
			Bacl	Backlogged Totals:	186	\$4,310,637	37				
Proposed Sep-22	22	Comer Lake Gardens	Gardens		7	\$148,225	.5				
						\$0					
						0\$					
						0\$					
						\$0					
				Totals:	193	\$4,458,862	62				

Exhibit "C"

"CORNER LAKE GARDENS"

DEFICIENT SEGMENT 2

Log of Project Contributions Colonial Drive (Avalon Park Boulevard to S. Tanner Road)

		NO.	auway	roadway improvenient rigest imbiniation	ווינומלכי	L III GI III G	1011			,	
Planned Improvement Roadway(s)	Limits of Improve	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	
ontei Dr	Avalon Park Blvd	S. Tanner Rd	1.08.	q	:1580	Widen from 4 to 6 Janes	2400	820	\$21,119,351	\$25,756	
			Sounty	County Share of Improvement	proveme	ent					
Yanned Improvement Roadway(s)	Limits of Improve	Limits:of:Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity	County (Backlog) Responsibility		
onial Dr	Avalon Park Bivd	S. Tamer.Rd	1,08	q	1580	921.	2400	029	\$4,532,934		
			100	Dove Spare Share of Improved	Share AF	morough	- AUG				
			7	ocycloped a		maka idiii					1.0
Planned Improvement Roadway(s)	Limits of Improve	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
onial Dr	Avalon Párk Bivd	S. Tanner Rd	1,08	Q	1580	2400	820	176	644	\$16,586,417	\$25,756

	Lo	Log of Project Contributions	suo	
	Date	Project	Project Trips	Prop Share
tisting	Jun-18	Existing plus Committed	160	\$3,884,320
	Aug-18	Dr. Mole Vet Office	1	1:25,158
	Sep-20	O'Reilly Auto Parts	1,	\$24,277
	May-21	Christian Brothers Automotive	2	\$48,554
	Jun-21	Lone Palm Reserve	3	\$72,831
	Jun-21	Colonial Storage	33	\$72,831
	Sep-21	Hancock Lone Palm	5	\$121,385
	Sep-24	Cross Life Church	1	\$24,277
	Jun-22	Bithlo Storage	2	\$51,512
	Jul-22	Hancock Lone Palm Townhomes	7	\$180,292
		Backlogged Totals:	176	\$4,124,384
posed	posed Sep-22	Corner Lake Gardens	5	\$128,780
				0\$
				0\$
				0\$
		Totals:	181	\$4,253,164
•				

Exhibit "C"

"CORNER LAKE GARDENS"

DEFICIENT SEGMENT 3

Log of Project Contributions Colonial Drive (S. Tanner Road to Chuluota Road)

i,		Ro	adway l	Roadway Improvement Project Information	nt Projec	t Informat	ijon				
Planned Improvement Roadway(s)	Limits of Improve	mits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity	Total Project Cost	Cost / Trip	
Colonial Dr	S. Tanneř Rd	Chulbiota Rd	1.76	Q.	1580	Widen from 4 to 8 lanes	2400	820	\$23,465,945	\$28,618	
			ounty	County Share of Improvement	iproveme	W.					
Planned Improvement Roadway(s):	Limits of Improve	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility		
Colonial Dr	S. Tanner Rd	Chúluota Rd	1,16	D	1580	95	2400	820	\$2,718,616		
				Developer Share of Improvement	Share of [тргоvет					
Planned Improvement Roadway(s)	Limits of Improve	Limits of Improvement (From • To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Copacity	Capacity	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Tr
Colonial Dr	S. Tanner.Rd	Chuluote Rd	1.16	Q	1580	2400	920	95,	725	\$20,747,329	\$28,618
		Log	of Pro	Log of Project Contributions	ontribu	tions				ב	Updatėd: 92
Date		Project	ect		,	Project Trips	_	Prop Share			
Existing Jun-18	18.	Exis	ting plus (Existing plus Committed		88		\$2,373,800			
Sep-20	20	Con	munity He	Community Health Center	i	2	\$5	\$53,950			
Sep-20	20	O'Re	O'Reilly Auto Parts	Parts.		2	\$5	\$53,950			
Sep-21	21	Cros	Cross Life Church	urch		1	\$5	\$26,975			
Jun-22	22	Bith	Bithlo Storage			2	\$\$	\$57,236			
						┙					
				Backlo	Backlogged Totals:	36	\$2,	\$2,565,911			
Proposed Sep-22	22	Corr	Corner Lake Gardens	ardens		9	\$1	\$171,708			
								\$0			
								0\$			
								\$0			
								\$0			
					Totals:	101	\$2,7	\$2,737,619			