



Interoffice Memorandum

AGENDA ITEM

March 16, 2022

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

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

SUBJECT: April 26, 2022 – Consent Item
Proportionate Share Agreement for Avalon Groves PD
Avalon Road

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Avalon Groves PD Avalon Road ("Agreement") by and between Prose Horizons West Venture, LP and Orange County for a proportionate share payment in the amount of \$687,193. 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 15 deficient trips on the road segments of Avalon Road from US 192 to Hartzog Road in the amount of \$12,924 per trip, 11 deficient trips on the road segments of Avalon Road from Hartzog Road to Western Way in the amount of \$14,903 per trip, five deficient trips on the road segments of Avalon Road from Western Way to Flamingo Crossing Boulevard in the amount of \$35,080 per trip, and seven deficient trips on the road segments of US 192 from Lake County Line to Osceola County Line in the amount of \$22,000 per trip.

The Roadway Agreement Committee recommended approval on March 16, 2022. 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 Avalon Groves PD Avalon Road by and between Prose Horizons West Venture, LP and Orange County for a proportionate share payment in the amount of \$687,193. District 4

JVW/NC/fb
Attachment

This instrument prepared by
and after recording return to:

M. Rebecca Wilson
Lowndes Law Firm
215 N. Eola Drive
Orlando, Florida 32801

Parcel ID Number: 31-24-27-0000-00-016

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

**PROPORTIONATE SHARE AGREEMENT FOR
AVALON GROVES PD**

AVALON ROAD

This Proportionate Share Agreement (the “Agreement”), effective as of the latest date of execution (the “**Effective Date**”), is made and entered into by and between PROSE HORIZONS WEST VENTURE, LP, a Delaware limited partnership, (“**Owner**”), whose address is 7135 E. Camelback Road, Suite 360, Scottsdale, Arizona 85251 and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), with a mailing address of 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, within the County’s Urban Service Area, and the proceeds of the PS Payment, as defined herein, will be allocated to Avalon Road; and

WHEREAS, Owner intends to develop the Property as 300 multi-family units referred to and known as Avalon Groves PD (the “**Project**”); and

WHEREAS, Owner received a letter from County dated February 1, 2022, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application # CEL-21-07-064 for the Project was denied; and

WHEREAS, the Project will generate 15 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 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 11 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 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 5 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 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 Project will generate 7 deficient PM Peak Hour trips (the “**Excess Trips 4**”) for the deficient roadway segment on Avalon Road from Lake County Line to Osceola County Line (the “**Deficient Segment 4**”), and zero PM Peak Hour trips were available on Deficient Segment 4 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, 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, the Owner shall provide the 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 Six Hundred Eighty-Seven Thousand One Hundred Ninety-Three and 00/100 Dollars (\$687,193.00) (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 Six Hundred Eighty-Seven Thousand One Hundred Ninety-Three 00/100 Dollars (\$687,193.00). 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 Avalon Groves Phase 2 prepared by VHB, dated December 3, 2021 for Director of Land Development (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 January 6, 2022 and is on file and available for inspection with that division (CMS #2021064). 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 impacts created by the Project; provided, however, that if Owner subsequently modifies the Project’s development program and/or 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.* No later than ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of Six Hundred Eighty-Seven Thousand One Hundred Ninety-Three and 00/100 Dollars (\$687,193.00) 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) 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 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 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 any 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.

Section 3. Transportation Impact Fee Credits. County and Owner agree that Owner shall be entitled to receive transportation impact fee credits 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. Furthermore, for avoidance of doubt, nothing herein is intended to, nor shall constitute, prepayment **No Refund**. The PS Payment (including any capacity reservation fees paid with the PS Payment) is non-refundable.

Section 4. Notice. 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 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. 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: Prose Horizons West Venture, LP
7135 E. Camelback Road, Suite 360
Scottsdale, Arizona 85251

With copy to: Alliance Residential Company
222 West Comstock Avenue, Suite 115
Winter Park, Florida 32789

M. Rebecca Wilson
Lowndes Law Firm
215 N. Eola Drive
Orlando, Florida 32801

As to County: Orange County Administrator
P. O. Box 1393
Orlando, Florida 32802-1393

With copy to: Orange County
Planning, Environmental, and Development Services Department
Manager, Fiscal and Operational Support Division
201 South Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Orange County
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 5. 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 the successor in interest to the Property.

Section 6. Recordation of Agreement. The parties hereto agree that Owner shall record this Agreement in the Public Records of Orange County, Florida, at no expense to County, no later than thirty (30) days after the Effective Date.

Section 7. 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 8. 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.

Section 9. 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 10. 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 11. 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 12. 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 13. 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

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Print Name: _____

WITNESSES:

[Signature]

Print Name: ALFONSO ODANDO

[Signature]

Print Name: Steve Marinak

“OWNER”

Prose Horizons West Venture, LP, a Delaware limited partnership

By: Prose Horizons West Alliance GP, LLC, a Delaware limited liability company, general partner

By: Prose Horizons West Alliance LLC, a Delaware limited liability company, its sole member

By: [Signature]

Print Name: Robert C Anderson

Title: Member

Date: 3-14-22

STATE OF: Florida

COUNTY OF: Orange

The foregoing instrument was acknowledged before me, a Notary Public, by means of physical presence or online notarization this 14th day of March, 2022, by Robert C. Anderson, member of Prose Horizons West Alliance, LLC a Delaware limited liability company, sole member of Prose Horizons West Alliance GP, LLC a Delaware limited liability company, general partner of Prose Horizons West Venture, LP, a Delaware limited partnership, on behalf of said limited partnership, who is personally known to me or has produced (type of identification) _____ as identification.

(Notary Stamp)



[Signature]

Signature of Notary Public

Print Name: Ginger A. Glynn

Notary Public, State of: Florida

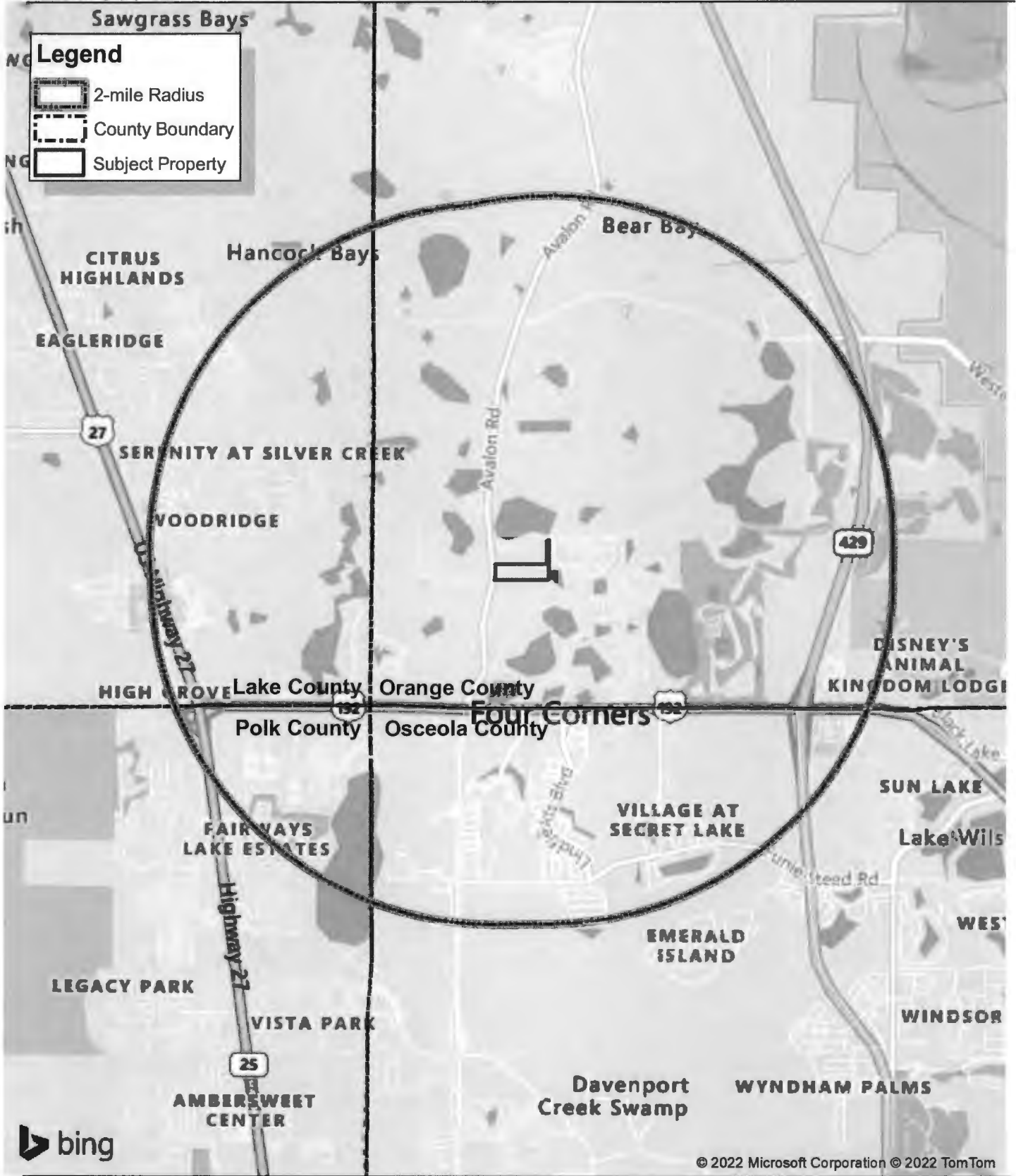
Commission Expires: 4-18-25

Exhibit A

“AVALON GROVES PD”

Project Location Map

[See attached 1 page]



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225 East Robinson Street, Suite 300
Orlando, Florida 32801 | 407.839.4006

Prose Horizon West

Location Map

February 2022

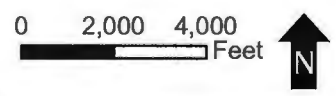


Exhibit "B"

"AVALON GROVES PD"

Parcel ID: 31-24-27-0000-00-016

Legal Description:

Parcel #1:

The North 1/2 of the Northeast 1/4 of Section 31, Township 24 South, Range 27 East, lying and being in Orange County, Florida;

LESS AND EXCEPT that portion thereof North of the clay road known as Hartzog Road and the paved road known as Avalon Road, State Highway 545;

ALSO LESS AND EXCEPT that portion lying West of State Road 545 as previously conveyed in Official Records Book 3512, Page 785, Public Records of Orange County, Florida;

ALSO LESS AND EXCEPT any portion of the land conveyed in Official Records Book 5734, Page 410; Public Records of Orange County, Florida;

ALSO LESS AND EXCEPT any portion of the land conveyed in Official Records Book 6090, Page 463, Public Records of Orange County, Florida.

Parcel #4:

A part of the North 1/2 of the Northeast 1/4 of Section 31, Township 24 South, Range 27 East, (Less that portion thereof North of Hartzog Road and West of Avalon Road), Orange County, Florida; more particularly described as follows:

From the Southeast corner of the North 1/2 of the Northeast 1/4 of said Section 31; run thence South 88°55'22" West along the South line of the North 1/2 of the Northeast 1/4 of said Section 31, a distance of 631.40 feet for a Point of Beginning; continue thence South 88°55'22" West along said South line a distance of 1038.40 feet to a point on the Easterly right of way line of Avalon Road (also known as State Road No. 545) said point being nontangent on a curve concave Northwesterly, having a radius of 1271.07 feet; from a chord bearing North 01°47'47" East, run thence Northeasterly along the arc of said curve and along said Easterly right of way line, through a central angle of 20°03'34", an arc distance of 445.01 feet to a point of tangency; thence North 08°14'00" West along said Easterly right of way line, a distance of 513.41 feet to the South right of way line of Hartzog Road; thence South 89°01'00" East along said South right of way line, a distance of 595.40 feet; thence South 00°59'00" West a distance of 99.32 feet; thence South 78°59'50" East a distance of 136.10 feet; thence South 11°00'10" West a distance of 100.00 feet; thence South 78°59'50" East a distance of 88.00 feet; thence South 11°00'10" West a distance of 230.00 feet; thence South 78°59'50" East a distance of 243.48 feet; thence South 54°00'23" East a

distance of 126.03 feet; thence South 01°04'38" East a distance of 334.41 feet to the Point of Beginning.

Parcel #5:

Commence at the Southeast corner of the North Half of the Northeast Quarter of Section 31, Township 24 South, Range 27 East, Orange County, Florida; thence run South 88 degrees 55 minutes 22 seconds West, along the South line of the North Half of the Northeast Quarter of said Section 31, a distance of 631.40 feet; thence run North 01 degree 04 minutes 38 seconds West, a distance of 334.41 feet; thence run North 54 degrees 00 minutes 23 seconds West, a distance of 126.03 feet to the POINT OF BEGINNING; thence run North 78 degrees 59 minutes 50 seconds West, a distance of 243.48 feet; thence run North 11 degrees 00 minutes 10 seconds East, a distance of 230.00 feet; thence run North 78 degrees 59 minutes 50 seconds West, a distance of 88.00 feet; thence run North 11 degrees 00 minutes 10 seconds East, a distance of 100.00 feet; thence run North 78 degrees 59 minutes 50 seconds West, a distance of 136.10 feet; thence run North 00 degrees 59 minutes 00 seconds East, a distance of 99.32 feet to a point on the Southerly right of way line of Hartzog Road; thence run South 89 degrees 01 minutes 00 seconds East along said right of way line, a distance of 145.20 feet to a point of curvature; thence run with the arc of a curve to the left, having for its elements, a radius of 1462.69 feet, a central angle of 18 degrees 52 minutes 55 seconds, a chord which bears North 81 degrees 32 minutes 33 seconds East, a chord distance of 479.85 feet, an arc distance of 482.03 feet; thence departing said curve and right of way line, run South 10 degrees 51 minutes 18 seconds East (non radial), a distance of 307.60 feet to a point of curvature; thence run with the arc of a curve to the right, having for its elements, a radius of 191.00 feet, a central angle of 76 degrees 32 minutes 28 seconds, a chord which bears South 27 degrees 24 minutes 56 seconds West, a chord distance of 236.60 feet, an arc distance of 255.16 feet to a point of tangency; thence run South 65 degrees 41 minutes 10 seconds West, a distance of 92.42 feet; thence run South 71 degrees 24 minutes 01 seconds West, a distance of 95.25 feet to the POINT OF BEGINNING.

Less

A part of the North 1/2 of the Northeast 1/4 of Section 31, Township 24 South, Range 27 East, Orange County, Florida; being more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 31; thence run South 00°22'41" West along the East line of said Northeast Quarter for a distance of 126.27 feet to a point on the Southerly right of way line of Hartzog Road as recorded in Official Records Book 3390, Page 523 and Deed Book 841, Page 293 of the Official Records of Orange County, Florida, said point being on a non tangent curve concave Southeasterly having a radius of 1252.32 feet, with a chord bearing of South 70°47'31" West, and a chord distance of 37.15 feet; thence run Southwesterly along said Southerly right of way line through a central angle of 01°41'59" along the arc of said curve for a distance of 37.15 feet to the point of Point of Beginning; thence departing said right of way line run South 00°22'41" West for a distance of 679.96 feet; thence run South 89°36'30" West for a distance of 1542.59 feet; thence run South 00°23'30" East for a distance of 16.70 feet; thence run South 89°36'30" West for a distance of 50.00 feet; thence run North 07°37'22" West for a distance of 16.83 feet; thence run South 89°36'30" West for a distance of

32.80 feet to a point on the East right of way line of Avalon Road, State Road 545 according to Road Book 3, Page 121 and Official Records Book 9078, Page 4456 of the Public Records of Orange County, Florida; thence run North 07°32'20" West along said right of way line for a distance of 447.27 feet to the intersection with the aforesaid Southerly right of way line of Hartzog Road; thence run South 88°19'20" East for a distance of 740.60 feet to the point of curvature of a curve, concave Northerly having a radius of 1462.69 feet, with a chord bearing of North 77°54'40" East, and a chord distance of 696.15 feet; thence run Easterly through a central angle of 27°32'00" along the arc of said curve for a distance of 702.89 feet to a point of tangency; thence run North 64°08'40" East for a distance of 170.04 feet to the point of curvature of a curve, concave Southeasterly having a radius of 1252.32 feet, with a chord bearing of North 67°02'36" East, and a chord distance of 126.66 feet; thence run Northeasterly through a central angle of 05°47'51" along the arc of said curve for a distance of 126.71 feet to the POINT OF BEGINNING.

Exhibit “C”

“AVALON GROVES PD”

DEFICIENT SEGMENT #1

Log of Project Contributions
Deficient Road Segment (US 192 to Hartzog Road)

[SEE ATTACHED 1 PAGE]

Log of Project Contributions
Avalon Rd (US 192 to Hartzog Rd)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Avalon Rd	US 192	Hartzog Rd	0.98	E	880	Widen from 2 to 4 lanes	2000	1120	\$14,474,827	\$12,924

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	437	2000	1120	\$5,647,767

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	437	683	\$8,827,060	\$12,924

Updated: 2/21/22

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	Flamngigo Crossings LLC Housing West	10	\$106,510
	Jan-20	Four Corners	5	\$59,155
	Mar-20	ADS Orlando Hotels	14	\$165,634
	Apr-20	Avalon Pointe	29	\$343,099
	May-21	WaterStar Orlando MFU	1	\$12,434
	Nov-21	WaterStar Orlando Outparcels	2	\$24,868
			Backlogged Totals:	437
Proposed	Jan-22	Avalon Groves PD	15	\$193,860
				\$0
				\$0
				\$0
				\$0
		Totals:	452	\$4,806,560

Exhibit “C”

“AVALON GROVES PD”

DEFICIENT SEGMENT #2

Log of Project Contributions
Deficient Road Segment (Hartzog Road to Western Way)

Log of Project Contributions
Avalon Rd (Hartzog Rd 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	\$16,890,362	\$14,903

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	1523	2000	1120	\$22,695,912

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	1523	-403	-\$6,005,550	\$14,903

Updated: 1/21/22

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
		Backlogged Totals:	1523	\$18,724,378
Proposed	Jan-22	Avalon Groves PD	11	\$163,933
				\$0
				\$0
				\$0
				\$0
		Totals:	1534	\$18,888,311

Exhibit “C”
“AVALON GROVES PD”
DEFICIENT SEGMENT #3

Log of Project Contributions
Deficient Road Segment (Avalon Road from Western Way to Flamingo Crossings Boulevard)

[SEE ATTACHED 1 PAGE]

Log of Project Contributions
Avalon Rd (Western Way to Flemingo Crossing Blvd)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Avalon Rd	Western Way	Flemingo Crossings Blvd	2.66	E	880	Widen from 2 to 4 lanes	2000	1120	\$39,288,817	\$35,080

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	Flemingo Crossings Blvd	2.66	E	880	1515	2000	1120	\$53,145,141

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	Flemingo Crossings Blvd	2.66	E	880	2000	1120	1515	-395	-\$13,856,324	\$35,080

Updated: 2/21/22

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Nov-20	Existing plus Committed	1,508	\$43,586,280
	Nov-20	Avalon Pointe	7	\$202,370
		Backlogged Totals:	1515	\$43,798,650
Proposed	Jan-22	Avalon Groves PD	5	\$175,400
				\$0
				\$0
				\$0
				\$0
		Totals:	1520	\$43,974,050

Exhibit "C"
"AVALON GROVES PD"
DEFICIENT SEGMENT #4

Log of Project Contributions
Deficient Road Segment (Lake County Line to Osceola County Line)

[SEE ATTACHED 1 PAGE]

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

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 6 to 8 lanes	4040	1020	\$22,439,307	\$22,000

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
US 192	Lake County Line	Osceola County Line	1.96	E	3020	395	4040	1020	\$8,689,732

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	\$13,749,575	\$22,000

Updated: 2/11/22

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	May-21	Existing plus Committed	395	\$8,690,000
		WaterStar Orlando MFU	31	\$682,000
		WaterStar Orlando Outparcels	50	\$1,100,000
		Backlogged Totals:	395	\$8,690,000
Proposed	Jan-22	Avalon Groves	7	\$154,000
				\$0
				\$0
				\$0
		Totals:	402	\$8,844,000