#### Interoffice Memorandum



**AGENDA ITEM** 

May 4, 2022

TO:

Mayor Jerry L. Demings

-AND-

**County Commissioners** 

FROM:

Jon V. Weiss, P.E., Chairman

Roadway Agreement Committee

SUBJECT:

May 24, 2022 - Consent Item

Proportionate Share Agreement for Chima Steakhouse

Apopka Vineland Road, Sand Lake Road and Turkey Lake Road

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Chima Steakhouse Apopka Vineland Road, Sand Lake Road and Turkey Lake Road ("Agreement") by and between Columbia II Plaza Venezia, LLC and Orange County for a proportionate share payment in the amount of \$157,772. 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 two deficient trips on the road segments of Apopka-Vineland Road from Sand Lake Road to Wallace Road in the amount of \$15,882 per trip, two deficient trips on the road segments of Apopka Vineland Road from Sand Lake Road to Wallace Road in the amount of \$15,673 per trip, five deficient trips on the road segments of Sand Lake Road from Dr. Phillips Boulevard to Turkey Lake Road in the amount of \$12,637 per trip, and one deficient trip on the road segments of Turkey Lake Road from Sand Lake Commons Boulevard to Sand Lake Road in the amount of \$29,882 per trip.

The Roadway Agreement Committee recommended approval on May 4, 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 Chima Steakhouse Apopka Vineland Road, Sand Lake Road and Turkey Lake Road by and between Columbia II Plaza Venezia, LLC and Orange County for a proportionate share payment in the amount of \$157,772.

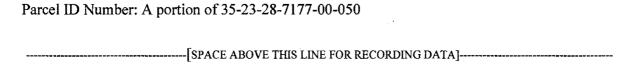
District 1

APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

BCC Mtg. Date: May 24, 2022

This instrument prepared by and after recording return to:

Carolyn R. Haslam Akerman LLP 420 S. Orange Avenue, Suite 1200 Orlando, Florida 32801



# PROPORTIONATE SHARE AGREEMENT FOR CHIMA STEAKHOUSE

#### APOPKA VINELAND ROAD, SAND LAKE ROAD and TURKEY LAKE 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 Columbia II Plaza Venezia, LLC, a Delaware limited liability company ("Owner"), with its principal place of business at One Independent Drive, Suite 114, Jacksonville, Florida 32202 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, FL 32802-1393.

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

WHEREAS, the Property is located in County Commission District 1, within the County's Urban Service Area, and the proceeds of the PS Payment, as defined herein, will be allocated to Apopka Vineland Road, Sand Lake Road, and Turkey Lake Road; and

WHEREAS, Owner intends to develop the Property as an 11,546 SF quality restaurant (including 8,500 SF existing restaurant with a 3,046 SF expansion), referred to and known as Chima Steakhouse (the "Project"); and

WHEREAS, Owner received a letter from County dated October 14, 2021, stating that Owner's Capacity Encumbrance Letter ("CEL") application #21-09-079 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 Apopka-Vineland Road from Sand Lake Road to Wallace Road (the "Deficient Segment 1"), and 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 2 deficient PM Peak Hour trips (the "Excess Trips 2") for the deficient roadway segment on Apopka-Vineland Road from Kilgore Road to Sand Lake Road (the "Deficient Segment 2"), and 0 PM Peak Hour trips were available on Deficient Segment 2 on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, the Project will generate 5 deficient PM Peak Hour trips (the "Excess Trips 3") for the deficient roadway segment on Sand Lake Road from Dr. Phillips Boulevard to Turkey Lake Road (the "Deficient Segment 3"), and 0 PM Peak Hour trips were available on Deficient Segment 3 on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, the Project will generate 1 deficient PM Peak Hour trip (the "Excess Trip 4") for the deficient roadway segment on Turkey Lake Road from Sand Lake Commons Boulevard to Sand Lake Road (the "Deficient Segment 4"), and 0 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 Trip 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 one hundred fifty-seven thousand seven hundred seventy-two and 00/100 Dollars (\$157,772.00) (the "PS Payment"); and

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

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

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

#### Section 2. PS Payment; CEL.

- Calculation of PS Payment: The amount of the PS Payment for the Deficient Segments, as described in Exhibit "C," totals one hundred fifty-seven thousand seven hundred seventy-two and 00/100 Dollars (\$157,772.00). 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 "TECHNICAL MEMORANDUM: CHIMA STEAKHOUSE DEVELOPMENT" prepared by Kittelson & Associates, dated August 3, 2021 for Norberto Loianno (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 October 6. 2021, and is on file and available for inspection with that division (CMS #2021-079). Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within Orange County's jurisdiction, notwithstanding any subsequent variance in the actual cost of 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.
- 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 one hundred fiftyseven thousand seven hundred seventy-two and 00/100 Dollars (\$157,772.00) 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 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.

Section 5. 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:

Columbia II Plaza Venezia, LLC

Attention: Mike Kinsella

One Independent Drive, Suite 114 Jacksonville, Florida 32202

With copy to:

Chima Orlando, LLC

Attention: Augusto Samora, Authorized Member

1770 NW 64th St. Suite 400 Fort Lauderdale, Florida 33309

Akerman LLP

Attention: Carolyn R. Haslam 420 S. Orange Avenue, Suite 1200

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 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 the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.
- **Section 7. Recordation of Agreement.** The parties hereto agree that Owner, or its designee, shall record this Agreement in the Public Records of Orange County, Florida, at no expense to the County, no 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.
- Section 10. Attorney Fees. In the event a 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

Proportionate Share Agreement, Chima Steakhouse Columbia II Plaza Venezia, LLC for Apopka-Vineland Road, Sand Lake Road, and Turkey Lake Road, 2022

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 all of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

Proportionate Share Agreement, Chima Steakhouse Columbia II Plaza Venezia, LLC for Apopka-Vineland Road, Sand Lake Road, and Turkey Lake Road, 2022

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: May 24, 2022

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

By: Deputy Clerk

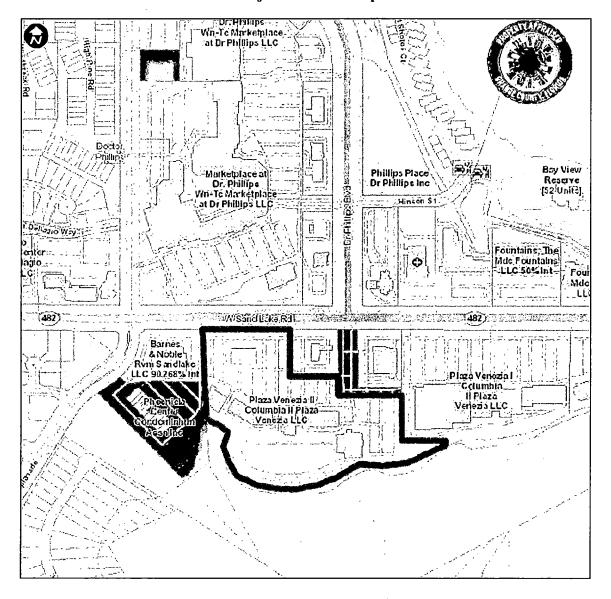
Print Name: Katie Smith

WITNESSES:	"OWNER"
L-1-67-	Columbia II Plaza Venezia, LLC, a Delaware limited liability company
Print Name: JOSE A. BORREGO	By: Columbia Regency Partners II, LLC, a
Donna Dunn	Delaware limited liability company, its Manager
Print Name: 10000 Dunn	By: Regency Centers, L.P., a Delaware limited partnership, as Managing Member
	By: Regency Centers Corporation, a Florida corporation, its General Partner
•	By: level F. Clunk
	Print Name: Michael R. Kinseles
·	Title:
	Date: 4 · 28 - 22
STATE OF: Florida county of: Hillsborough	
by Michael K. Kinsella, as Corporation, as General limited partnership, as Managing Member of Columbiability company, as Manager of Columbiability company, on behalf of the company, w	Partner of Regency Centers, L.P., a Delaware olumbia Regency Partners II, LLC, a Delaware abia II Plaza Venezia, LLC, a Delaware limited tho is known by me to be the person described day of April, 2022. He she is personally
witness my hand and official seal in to of April , 2022.	he County and State last aforesaid this 28 day
(Notary Stamp) Sign	Kelly Trancic  nature of Notary Public  It Name: Kelly Ivancic
Notary Public - State of Florida Not	ary Public, State of: Florida.  nmission Expires: Sep 13, 2022.

#### Exhibit A

#### "CHIMA STEAKHOUSE"

#### **Project Location Map**



#### Exhibit "B"

#### "CHIMA STEAKHOUSE"

Parcel ID: A portion of 35-23-28-7177-00-050

#### PARCEL A

#### Parcel 1

Lots 1, 2, and 5, Plaza Venezia, according to the plat thereof, as recorded in Plat Book 44, Page 145, Public Records of Orange County, Florida.

#### Less and Except

Beginning at the Southwest corner of Tract A, Sand Lake Center, according to the plat thereof, as recorded in Plat Book 36, Page 53, Public Records of Orange County, Florida, run South 45 feet; thence East 320 feet; thence North 45 feet to the Southeast corner of Lot 1, Sand Lake Center, according to the plat thereof, as recorded in Plat Book 36, Page 53, Public Records of Orange County, Florida, thence West 320 feet to the Point of Beginning.

#### Parcel 2

Together with the easements appurtenant to Parcel 1 and created by the Non-Exclusive Access Driveway Easement Agreement recorded in Official Records Book 5030, Page 3720, Public Records of Orange County, Florida.

#### Parcel 3

Together with easements appurtenant to Parcel 1 and created by Non-Exclusive Access Easement Agreement (Dr. Philips Blvd. Extension) recorded in Official Records Book 5030, Page 3755, Public Records of Orange County, Florida.

#### Parcel 4

Intentionally deleted.

#### Parcel 5

Together with the easements appurtenant to Parcel 1 and created by Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 6066, Page 3973; First Amendment recorded in Official Records Book 6111, Page 1484; Supplemental Declaration recorded in Official Records Book 6541, Page 8484, Public Records of Orange County, Florida.

#### Parcel 6

Together with the easements appurtenant to Parcel 1 and created by the Plaza Venetia Access Easements Agreement recorded in Official Records Book 6529, Page 6463, Public Records of Orange County, Florida.

Proportionate Share Agreement, Chima Steakhouse Columbia II Plaza Venezia, LLC for Apopka-Vineland Road, Sand Lake Road, and Turkey Lake Road, 2022

#### PARCEL B

#### Parcel 1

Lots 3 and 4, Plaza Venezia, according to the plat thereof, as recorded in Plat Book 44, Page 145, Public Records of Orange County, Florida.

#### Parcel 2

Together with the easements appurtenant to Parcel 1 and created by Declaration of Covenants, Conditions, Restrictions and Easements recorded in Official Records Book 6066, Page 3973; First Amendment recorded in Official Records Book 6111, Page 1484; Supplemental Declaration recorded in Official Records Book 6541, Page 8484, Public Records of Orange County, Florida.

#### Parcel 3

Intentionally deleted.

#### Parcel 4

Together with the easements appurtenant to Parcel 1 and created by the Plaza Venezia Access Easements Agreement recorded in Official Records Book 6529, Page 6463, Public Records of Orange County, Florida.

#### Exhibit "C"

#### "CHIMA STEAKHOUSE"

#### **DEFICIENT SEGMENT [1]**

Log of Project Contributions Apopka Vineland Rd (Sand Lake Rd to Wallace Rd)

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	Planned improvement Roadwayfs)		Limis of Implovement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Inprovement	improved Generalized Capacily	Capacity Increase	Total Project Cost	Cost / Trip	
	Apopta Vineland Rd	Sand Late Rd	WatsoeRd	0.75	3	2000	Widen from 4 to 8 lanes	3020	6261	\$15,985,562	\$15,673	
			0	ounty	County Share of Improvement	proveme	ž					
	Planned Improvement Roadwayfs)		Limis of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility		
	Apopha Vereland Rd	Sand Late Rd	Watace Rd	57.0	3	2002	n	3030	9201	181,143		
			*		Developer Share of Improvement	share of	mprovem	E E	4 2 1 1	**************************************		i,
	Planned Improvement Roadway(s)		Limits of ingrovement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
	Apopta Vireland Rd	Sand Late Rd	Walace Rd	0.75	R	2000	3020	1020	23	808	\$15,640,778	\$15,073
		Log of Proj	Log of Project Contributions	ions							Updated; 107/21	10701
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			Backlogged Totals:	n	\$314,806							
Proposed Oct-21	021-21	Chira Steathouse	,	2	\$31,346							
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			Totals:	ĸ	\$376,152							

# Roadway Improvement Project Information

Planned Improvement Roadway(s)	1	vement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Apopka Vineland Rd	Kilgore Rd	Sand Lake Rd	0.76	E	2000	Widen from 4 to 6 tanes	3020	1020	\$18,198,702	\$15,882

# **County Share of Improvement**

Planned Improvement Roadway(s)		vement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Apopka Vineland Rd	Kilgore Rd	Sand Lake Rd	0.76	E	2000	22	3020	1020	\$349,384

# Developer Share of Improvement

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
Apopka Vineland Rd	Kilgore Rd	Sand Lake Rd	9.78	E	2000	3020	1020	22	868	\$15,849,319	\$15,882

Updated: 10/7/21

Proportionate Share Agreement, Chima Steakhouse Columbia II Plaza Venezia, LLC for Apopka-Vineland Road, Sand Lake Road, and Turkey Lake Road, 2022

Log of Project Contributions Apopka Vineland Rd (Kilgore Rd to Sand Lake Rd)

**DEFICIENT SEGMENT [2]** 

# Log of Project Contributions

Date	Project	Project Trips	Prop Share
Existing Aug-19	Existing plus Committed	22	\$349,404
	Backlogged Totals:	22	\$349,404
Proposed Oct-21	China Steakhouse	2	\$31,764
			\$0
			20 20
			\$0 \$0
	Totals:	24	\$381,168

# **DEFICIENT SEGMENT [3]**

Log of Project Contributions
Sand Lake Road (Dr. Phillips Blvd to Turkey Lake Rd)

Log of Project Contributions
Sand Lake Road { Dr. Phillips Blvd to Turkey Lake Rd }

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<u> </u>	Sand Late Road	Dr. Philips Biod	Turkey Lake Rd	79'0	¥	5000	Widen from 4 to 6 lanes	3020	1020		\$12.956	
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				3	County Share of Improvement	nent						
L	Planned Improvement			yuəudəç		Eusting Generalized		Pazitrana Generalized	Appedag	(Soppeg) Auno)		
	Rosdway(s)	Limits of Improvement (From - To)	nent (From - To)	Length	Adopted 105	Capacity	Backlogged Trips	Capacity	hoesse	Responsibility	ř	
~~	Sand Lake Road	Dr. Philips Blvd	Turkey Lake Rd	0.62	ш	3000	æ	<b>808</b>	1020	\$7,553,126		
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	Readway(s)	Limits of Improvement (From - To)	nent (From - To)	tzi Eu	Adopted 105	Capsory	Capacity	Capacity Increase	<u>1</u>	Development	Project Cost	Cost/Tro
	Sand Lake Road	Dr. Philips Bhd	Turkey lake Rd	0.62	m	7000	3020	1020	æ	437	\$5.651.605	\$12.956
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		أوحا أدوها	log of Project Contributions									
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خدا		T TOWN		-	\$56.618							
1-4	Apr-14	Alango's Tropical Cafe		~	56.656	,						
لک		Mango's Tropical Café Am	endment	-	53,243	•						
<u> }</u>	Dec-16	Majorca PO		SS	\$693,625							
-5.L		Cube Smart Sand Lake		S	\$20,225							
91	Dec-13	Walk-On's Burneaun & bar		7	\$3,090							
			Backlogged Totels:	583	519,126,42							
						<b>-</b>						

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# Log of Project Contributions Turkey Lake Rd (Sand Lake Commons Blvd to Sand Lake Rd)

# Roadway Improvement Project Information

Planned improvement Roadway(s)	Limits of Improve	ement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Turkey Lake Rd	Sand Lake Commons B/vd	Sand Lake Rd	1.43	E	2000	Widen from 4 to 8 lanes	3020	1020	\$30,479,137	\$29,882

# **County Share of Improvement**

Planned Improvement Roadway(s)	Limits of Improve	ment (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Turkey Lake Rd	Sand Lake Commons Blvd	Sand Lake Rd	1.43	E	2000	285	3020	1020	\$7,918,599

### **Developer Share of Improvement**

Planned Improvement Roadway(s)	Limits of Improve	ement (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
Turkey Lake Rd	Commons Blvd	Sand Lake Rd	1.43	E	2000	3020	1020	285	755	\$22,560,538	\$29,882

Updated: 10/7/21

		Log of Project Contribut	ions	
	Date	Project	Project Trips	Prop Share
Existing	Jun-18	Existing plus Committed	280	\$6,483,100
	Jun-18	Cube Smart Sand Lake	1	\$24,935
	Jun-18	Turkey Lake Pointe	2	\$49.870
	Dec-18	Walk-On's Bistreaux & Bar	2	\$49,870
				\$0
		Backlogged Totals:	265	\$6,607,775
Proposed	೦ಚ-21	China Steakhouse	1	\$29,882
				\$D
				SD
				\$0
				\$0
		Totals:	266	\$6,637,657

# DEFICIENT SEGMENT [4]

Log of Project Contributions
Turkey Lake Rd (Sand Lake Commons Blvd to Sand Lake Rd)