



Interoffice Memorandum

AGENDA ITEM

July 11, 2022

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

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

SUBJECT: August 9, 2022 – Consent Item
Proportionate Share Agreement for Waterford Oaks
Alafaya Trail, Colonial Drive, and Woodbury Road

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Waterford Oaks Alafaya Trail, Colonial Drive, and Woodbury Road ("Agreement") by and between Blurock Development, LLC f/k/a Bluerock Development, LLC and Orange County for a proportionate share payment in the amount of \$602,016. 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 12 deficient trips on the road segments of Alafaya Trail from Lake Underhill Road to Curry Ford Road in the amount of \$18,898 per trip, 12 deficient trips on the road segments of Alafaya Trail from Science Drive to Colonial Drive in the amount of \$13,374 per trip, six deficient trips on the road segments of Colonial Drive from Woodbury Road to Lake Pickett Road in the amount of \$9,075 per trip, six deficient trips on the road segments of Woodbury Road from Lake Underhill Road to Waterford Lakes Parkway in the amount of \$14,080 per trip, and six deficient trips on the road segments of Woodbury Road from Waterford Lakes Parkway to Colonial Drive in the amount of \$12,637 per trip.

The Roadway Agreement Committee recommended approval on July 6, 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 Waterford Oaks Alafaya Trail, Colonial Drive, and Woodbury Road by and between Blurock Development, LLC f/k/a Bluerock Development, LLC and Orange County for a proportionate share payment in the amount of \$602,016. District 4

JVW/NC/fb
Attachment

BCC Mtg. Date: August 9, 2022

This instrument prepared by
and after recording return to:

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

Parcel ID Numbers:

22-22-31-6527-01-001;
22-22-31-8469-00-050;
22-22-31-8469-00-060;
22-22-31-8974-00-001;
22-22-31-8974-01-000;
22-22-31-8974-01-001

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**PROPORTIONATE SHARE AGREEMENT FOR
WATERFORD OAKS**

ALAFAYA TRAIL, COLONIAL DRIVE, AND WOODBURY 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 BLUROCK DEVELOPMENT, LLC, a Florida limited liability company, formerly known as BLUEROCK DEVELOPMENT, LLC, (“**Owner**”), with its principal place of business at 3408 S Orange Avenue, Suite B, Orlando, Florida 32806, 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, and the proceeds of the PS Payment, as defined herein, will be allocated to Alafaya Trail, Colonial Drive, and Woodbury Road; and

WHEREAS, Owner intends to develop the Property as 75,000 square feet of commercial retail use, referred to and known as Waterford Oaks (the “**Project**”); and

WHEREAS, Owner received a letter from County dated June 1, 2022, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application #CEL-21-07-065 for the Project was denied; and

WHEREAS, the Project will generate twelve (12) deficient PM Peak Hour trips (the “**Excess Trips 1**”) for the deficient roadway segment on Alafaya Trail from Lake Underhill Road to Curry Ford Road (the “**Deficient Segment 1**”), and zero (0) PM Peak Hour trips were available on 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 twelve (12) deficient PM Peak Hour trips (the “**Excess Trips 2**”) for the deficient roadway segment on Alafaya Trail from Science Drive to Colonial Drive (the “**Deficient Segment 2**”), and zero (0) PM Peak Hour trips were available on Deficient Segment 2 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate six (6) deficient PM Peak Hour trips (the “**Excess Trips 3**”) for the deficient roadway segment on Colonial Drive from Woodbury Road to Lake Pickett Road (the “**Deficient Segment 3**”), and zero (0) PM Peak Hour trips were available on Deficient Segment 3 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate six (6) deficient PM Peak Hour trips (the “**Excess Trips 4**”) for the deficient roadway segment on Woodbury Road from Lake Underhill Road to Waterford Lakes Parkway (the “**Deficient Segment 4**”), and zero (0) PM Peak Hour trips were available on Deficient Segment 4 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate six (6) deficient PM Peak Hour trips (the “**Excess Trips 5**”) for the deficient roadway segment on Woodbury Road from Waterford Lakes Parkway to Colonial Drive (the “**Deficient Segment 5**”), and zero (0) PM Peak Hour trips were available on Deficient Segment 5 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, Excess Trips 4, and Excess Trips 5 shall be referred to herein collectively as the “**Excess Trips**”; and

WHEREAS, the Deficient Segment 1, Deficient Segment 2, Deficient Segment 3, Deficient Segment 4, and Deficient Segment 5 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 two thousand sixteen and 00/100 Dollars (\$602,016.00) (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 two thousand sixteen and 00/100 Dollars (\$602,016.00). 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 “WATERFORD OAKS” prepared by TRAFFIC & MOBILITY CONSULTANTS LLC, dated April 15, 2022 for BLUROCK DEVELOPMENT, 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 May 4, 2022, and is on file and available for inspection with that division (CMS #2021065). 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 two thousand sixteen and 00/100 Dollars (\$602,016.00) 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: Blurock Development, LLC
Joseph N. Schuemann
3408 S Orange Avenue, Suite B
Orlando, Florida 32806

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 the successor in interest to the Property.

Section 7. 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 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 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]

Proportionate Share Agreement, Waterford Oaks
Blurock Development, LLC for Alafaya Trail, Colonial Drive, and Woodbury 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*
for Jerry L. Demings
Orange County Mayor

Date: August 9, 2022

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

By: *Katie Smith*
Deputy Clerk

Print Name: Katie Smith

WITNESSES:

Jessica Moore
Print Name: Jessica Moore

Drew Snodgrass
Print Name: Drew Snodgrass

"OWNER"

BLUROCK DEVELOPMENT, LLC, a
Florida limited liability company, formerly
known as BLUEROCK DEVELOPMENT,
LLC

By: Joseph N. Schuemann
Print Name: Joseph N. Schuemann

Title: Authorized Member

Date: 6-16-22

STATE OF: Florida
COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of June, 2022, by Joseph N. Schuemann, as Authorized Member of BLUROCK DEVELOPMENT, LLC, a Florida limited liability company, formerly known as BLUEROCK DEVELOPMENT, LLC, on behalf of such company, who ☒ is personally known to me or ☐ has produced personally known as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of June, 2022.



Heather Coons
Signature of Notary Public
Print Name: Heather Coons
Notary Public, State of: Florida
Commission Expires: Jan 16, 2024

Exhibit "A"

"WATERFORD OAKS"

Project Location Map



Exhibit "B"

"WATERFORD OAKS"

Parcel IDs: 22-22-31-6527-01-001; 22-22-31-8469-00-050; 22-22-31-8469-00-060; 22-22-31-8974-00-001; 22-22-31-8974-01-000; and 22-22-31-8974-01-001

Legal Description:

Parcel 22-22-31-6527-01-001:

A portion of Lot 1, Palm Casual Alafaya, according to the plat thereof, as recorded in Plat Book 83, Page 14, Public Records of Orange County, Florida, more particularly described as follows:

Commence at the Northwest corner of Lot 1 of said plat of Palm Casual Alafaya; thence run S00°00'00"W along the West line of said Lot 1 of said plat of Palm Casual Alafaya, also being the East right of way line of Indianhead Trail, a distance of 144.02 feet for the Point Of Beginning; thence run S88°56'02"E, a distance of 294.00 feet; thence run S00°00'00"W along the East line of said Lot 1, also being the West right of way line of Alafaya Trail, a distance of 159.98 feet; thence run N88°56'02"W along the South line of said Lot 1, a distance of 294.00 feet; thence run N00°00'00"E along the aforesaid West line of Lot 1, and the aforesaid East right of way line of Indianhead Trail, a distance of 159.98 feet to the point of beginning.

Less and except

A portion of Lot 1, Palm Casual Alafaya, according to the plat thereof, as recorded in Plat Book 83, Page 14, Public Records of Orange County, Florida, more particularly described as follows:

The South 56.00 feet of Lot 1, Palm Casual Alafaya, according to the plat thereof, as recorded in plat Book 83, Page 14, Public Records of Orange County, Florida, more particularly described as follows: commence at the Northwest corner of Lot 1 of said plat of Palm Casual Alafaya; thence run S00°00'00"W along the West line of said Lot 1 of said plat of Palm Casual Alafaya, also being the East right of way line of Indianhead Trail, a distance of 247.99 feet for the point of beginning; thence run S88°56'02"E, a distance of 294.00 feet; thence run S00°00'00"W along the East line of said Lot 1, also being the West right of way line of Alafaya Trail, a distance of 56.01 feet; thence run N88°56'02"W along the South line of said Lot 1, a distance of 294.00 feet; thence run N00°00'00"E along the aforesaid West line of Lot 1, and the aforesaid East right of way line of Indianhead Trail, a distance of 56.01 feet to the point of beginning.

Parcel 22-22-31-8469-00-050:

Lot 5, SUNSET TERRACE, according to the plat thereof as recorded in Plat Book X, Page 11, Public Records of Orange County, Florida.

Parcel 22-22-31-8469-00-060:

Proportionate Share Agreement, Waterford Oaks
Blurock Development, LLC for Alafaya Trail, Colonial Drive, and Woodbury Road, 2022

Lot 6, Sunset Terrace, according to the map or plat thereof as recorded in Plat Book X, Page 11, Public Records of Orange County, Florida. Subject to a 30 foot easement over the East side of lot for road purpose.

Parcel 22-22-31-8974-00-001:

Tract A, Waterford Oaks, as to that certain map or plat thereof, recorded in Plat Book 86, Page 146, Public Records of Orange County, Florida.

Parcel 22-22-31-8974-01-000

WATERFORD OAKS 86/146 LOT 1 THAT PORTION DESC AS: COMM SW COR OF SAID LOT 1 TH N01-19-36W 636.39 FT FOR THE POB TH N01-19-36W 753.2 FT TO THE MOST NWLY COR OF SAID LOT 1 SAID PT ALSO LYING ON THE S R/W LINE OF IROQUOIS TRAIL TH N89-29-06E 276.14 FT TH S01-21-46E 100.67 FT TH S89-37-11E 60.01 FT TH N01-21-46W 100.67 FT TO THE AFORESAID S R/W LINE OF IROQUOIS TRAIL TH N89-36-50E 96.36 FT TH S00-18-37E 274.63 FT TH N89-29-19E 227 FT TH S01-23-54E 548.35 FT TH S89-41-20E 318.86 FT TH N01-21-46W 68.33 FT TH S89-41-20W 336.64 FT TO THE POB & PT OF VAC R/W ON THE EAST PER 10983/2092

Parcel 22-22-31-8974-01-001:

Waterford Oaks 86/146 Lot 1 that portion desc as: Comm SW cor of said Lot 1 TH N01-19-36W 271.26 ft for a POB TH N01-19-36W 365.13 ft TH N89-41-20E 336.64 ft TH S01-21-46E 365.35 ft TH S89-43-31W 336.88 ft to the POB.

Exhibit "C"

"WATERFORD OAKS"

DEFICIENT SEGMENT 1

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

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Alafaya Trail	Lake Underhill Rd	Curry Ford Rd	0.87	E	2000	Widen from 4 to 8 lanes	3020	1020	\$19,275,153	\$18,898

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Alafaya Trail	Lake Underhill Rd	Curry Ford Rd	0.87	E	2000	59	3020	1020	\$1,114,935

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
Alafaya Trail	Lake Underhill Rd	Curry Ford Rd	0.87	E	2000	3020	1020	59	961	\$18,160,217	\$18,898

Updated: 5/12/22

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Feb-19	Existing plus Committed	52	\$899,548
	Mar-20	Gardens at Waterford Lakes	1	\$18,898
	Mar-21	Waterford Lakes Golf	2	\$37,796
	Mar-21	OC Utility Operation Center East	4	\$75,592
	Backlogged Totals:		69	\$1,031,834
Proposed	May-22	Waterford Oaks	12	\$226,776
				\$0
				\$0
				\$0
				\$0
	Totals:		71	\$1,258,610

Exhibit "C"

"WATERFORD OAKS"

DEFICIENT SEGMENT 2

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

Roadway Improvement Project Information										
Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Alafaya Trail	Science Dr	Colonial Dr	1.12	E	3020	Widen from 6 to 8 lanes	4040	1020	\$13,641,089	\$13,374

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Alafaya Trail	Science Dr	Colonial Dr	1.12	E	3020	211	4040	1020	\$2,821,833

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
Alafaya Trail	Science Dr	Colonial Dr	1.12	E	3020	4040	1020	211	809	\$10,819,256	\$13,374

Updated: 6/12/22

Log of Project Contributions			
	Date	Project	Prop Share
Existing	Feb-19	Existing plus Committed	158
	Mar-20	Chabad at UCF	4
	May-20	Waterford Lakes Multifamily	6
	Jul-20	Bank and Fast Food at East 50	1
	Sep-20	Union at Collegiate Village- East	4
	Sep-20	Union at Collegiate Village- West	7
	Feb-21	Chase Bank at Waterford Lakes	1
	Apr-21	Waterford Lakes Golf	3
	May-21	Science Drive Student Housing	18
	Feb-22	Carl Black Chevrolet	5
	May-22	1737 N. Alafaya Trail	4
		Backlogged Totals:	211
Proposed	May-22	Waterford Oaks	12
			\$0
			\$0
			\$0
		Totals:	223

Exhibit "C"

"WATERFORD OAKS"

DEFICIENT SEGMENT 3

Log of Project Contributions

Colonial Drive (Woodbury Road to Lake Pickett Road)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Colonial Dr	Woodbury Rd	Lake Pickett Rd	0.76	E	3020	Widen from 6 to 8 lanes	4040	1020	\$9,256,453	\$9,075

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Colonial Dr	Woodbury Rd	Lake Pickett Rd	0.76	E	3020	684	4040	1020	\$6,207,265

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
Colonial Dr	Woodbury Rd	Lake Pickett Rd	0.76	E	3020	4040	1020	684	336	\$3,049,185	\$9,075

Updated: 5/12/22

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Jun-18	Existing plus Committed	356	\$1,817,024
	Mar-17	Lake Pickett Apt	86	\$438,944
	Mar-17	Cube Smart Storage Facility	7	\$35,728
	Jun-17	CTI Building #300	1	\$9,785
	Jan-18	Woodbury Plaza	5	\$36,455
	Jan-18	Park Square Plaza	43	\$313,513
	Jun-18	Bonneville Drive Properties Office	1	\$7,996
	Aug-18	Lake Pickett ER	9	\$71,964
	Aug-18	Lake Pickett Center Parcel 1	28	\$223,888
	Jan-19	Woodsprings Suites	19	\$151,544
	Jun-19	Caliber Collision	2	\$15,952
	Aug-19	Dr Mole Vet Office	1	\$7,976
	May-20	Waterford Lakes Multifamily	3	\$22,149
	Jul-21	Bank and Fast Food at 50	1	\$7,383
	Feb-21	Chase Bank at Waterford Lakes	2	\$16,740
	Feb-21	Waterford Lakes Golf	2	\$17,062
	May-21	Christian Brothers Automotive	2	\$17,062
	Jun-21	Lone Palm Reserve	17	\$145,027
	Jun-21	Colonial Storage	1	\$6,531
	Jun-21	Woodsprings Suites (Updated From Expired)	19	\$162,088
	Sep-21	Hancock Lone Palm	5	\$42,655
	Dec-21	Toll Brothers Student Housing	74	\$631,294
		Backlogged Totals:	684	\$3,626,812
Proposed	May-22	Waterford Oaks	6	\$54,450
				\$0
				\$0
				\$0
				\$0
		Totals:	690	\$3,681,262

Exhibit "C"

"WATERFORD OAKS"

DEFICIENT SEGMENT 4

Log of Project Contributions

Woodbury Road (Lake Underhill Road to Waterford Lakes Parkway)

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
Woodbury Rd	Lake Underhill Rd	Waterford Lakes Pkwy	0.73	E	880	Widen from 2 to 4 lanes	2000	1120	\$15,768,418	\$14,080

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
Woodbury Rd	Lake Underhill Rd	Waterford Lakes Pkwy	0.73	E	880	78	2000	1120	\$1,088,227

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
Woodbury Rd	Lake Underhill Rd	Waterford Lakes Pkwy	0.73	E	880	2000	1120	78	1042	\$14,671,181	\$14,080

Updated: 6/10/22

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Sep-13	Existing plus Committed	45	\$585,834
	Sep-13	Town Park Outparcel	2	\$26,038
	Nov-13	Sailormen's Popeye's	1	\$13,019
	Feb-14	Town Park Multi-Family	2	\$26,038
	Feb-18	Park Square Plaza aka Cricket Club	3	\$37,530
	May-20	Waterford Lakes Multifamily	6	\$82,020
	May-20	Gardens @Waterford Lakes	4	\$54,680
	Apr-21	Waterford Lakes Golf	7	\$95,690
	Jun-21	Lone Palm Reserve	2	\$27,340
	Jun-21	Woodsprings Suites (Updated from Expired)	1	\$13,670
	Dec-21	Toll Brother Student Housing	5	\$70,400
		Backlogged Totals:	78	\$1,032,259
Proposed	May-22	Waterford Oaks	6	\$84,480
				\$0
				\$0
				\$0
				\$0
		Totals:	84	\$1,116,739

Exhibit "C"

"WATERFORD OAKS"

DEFICIENT SEGMENT 5

Log of Project Contributions

Woodbury Road (Waterford Lakes Parkway to Colonial Drive)

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
Woodbury Rd	Waterford Lakes Pkwy	Colonial Dr	0.77	E	800	Widen from 2 to 4 lanes	1700	900	\$11,373,079	\$12,637

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
Woodbury Rd	Waterford Lakes Pkwy	Colonial Dr	0.77	E	800	246	1700	900	\$3,108,641

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
Woodbury Rd	Waterford Lakes Pkwy	Colonial Dr	0.77	E	800	1700	900	246	654	\$8,264,437	\$12,637

Updated: 5/12/22

Log of Project Contributions			
	Date	Project	Prop Share
Existing	Sep-13	Existing plus Committed	121
	Sep-13	Town Park Outparcel	2
	Nov-13	Sailor's Cove	4
	Feb-14	Town Park Multi-Family	3
	Oct-18	Waterford Oaks Phase I	3
	Oct-18	Waterford Oaks Phase II	26
	Oct-15	7-Eleven Development	2
	Apr-17	Storage Facility	1
	Apr-17	Lake Pickett MFU	11
	Feb-18	Park Square Plaza aka Cricket Club	3
	Aug-18	Lake Pickett ER	1
	Aug-18	Lake Pickett Center Parcel 1	2
	Jan-19	Woodsprings Suites Expired	4
	May-20	Waterford Lakes Multifamily	31
	Jun-20	Gardens @ Waterford Lakes	2
	Jul-20	Bank and Fast Food at 50	1
	Apr-21	Waterford Lakes Golf	7
	Jun-21	Lone Palm Reserve	2
	Jun-21	Woodsprings Suites (Updated from Expired)	5
	Dec-21	Toll Brothers Student Housing	15
Proposed	Backlogged Totals:		246
	May-22	Waterford Oaks	6
			\$0
			\$0
			\$0
			\$0
Totals:			252