



Interoffice Memorandum

AGENDA ITEM

June 28, 2021

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

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

SUBJECT: July 27, 2021 – Consent Item
Proportionate Share Agreement for Christian Brothers Automotive
Orlando Colonial Dr (East)

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Christian Brothers Automotive Orlando Colonial Dr (East) ("Agreement") by and between CBH Properties Orlando, LLC and Orange County for a proportionate share payment in the amount of \$99,627. 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 Colonial Dr (East) from Avalon Park Boulevard to South Tanner Road in the amount of \$24,277 per trip, three deficient trips on the road segments of Colonial Dr (East) from Lake Pickett Road to Avalon Park Boulevard in the amount of \$11,337 per trip, and two deficient trips on the road segments of Colonial Dr (East) from Woodbury Road to Lake Pickett Road in the amount of \$8,531 per trip.

The Roadway Agreement Committee recommended approval on June 16, 2021. 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 Christian Brothers Automotive Orlando Colonial Dr (East) by and between CBH Properties Orlando, LLC and Orange County for a proportionate share payment in the amount of \$99,627. District 4

JVW/HEGB/fb
Attachment

BCC Mtg. Date: July 27, 2021

This instrument prepared by
and after recording return to:
Millen Zemo, Esq.
17725 Katy Freeway, Suite 200
Houston, Texas 77094

Parcel ID Number: 24-22-31-1068-02-010

_____[SPACE ABOVE THIS LINE FOR RECORDING DATA]_____

**PROPORTIONATE SHARE AGREEMENT FOR
Christian Brothers Automotive Orlando**

Colonial Dr (East)

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 CBH Properties Orlando, LLC, a Florida limited liability company ("**Owner**"), whose principal place of business is 17725 Katy Freeway, Suite 200, Houston, Texas 77055, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("**County**"), whose address is P.O. Box 1393, Orlando, Florida 32802-1393.

WHEREAS, Owner is the owner of 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, CBH Properties Investments, LLC, a Texas limited liability company, is joining in and consenting to this Agreement, as evidenced by the Joinder and Consent attached hereto and incorporated herein.

WHEREAS, Origin Bank, a Louisiana banking association, is joining in and consenting to this Agreement, as evidenced by the Joinder and Consent attached hereto and incorporated herein.

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 Colonial Dr (East); and

WHEREAS, Owner intends to develop the Property as 6,054 square feet auto service, referred to and known as Christian Brothers Automotive Orlando (the "**Project**"); and

WHEREAS, Owner received a letter from County dated May 26, 2021, stating that Owner's Capacity Encumbrance Letter ("**CEL**") application #CEL-21-02-017 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 Colonial Dr (East) from Avalon Park Blvd to S. Tanner Rd (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 3 deficient PM Peak Hour Trips (the “**Excess Trips 2**”) for the deficient roadway segment on Colonial Dr (East) from Lake Pickett Rd to Avalon Park Blvd (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 “D” attached hereto and incorporated herein; and

WHEREAS, the Project will generate 2 deficient PM Peak Hour Trips (the “**Excess Trips 3**”) for the deficient roadway segment on Colonial Dr (East) from Woodbury Rd to Lake Pickett Rd (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 “E” attached hereto and incorporated herein; and

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

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

WHEREAS, the Excess Trips will cause the Deficient Segments to operate below adopted Level of Service standards; therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, 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 Ninety-nine thousand six hundred twenty-seven and 00/100 Dollars (\$99,627.00) (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.

(a) *Calculation of PS Payment:* The amount of the PS Payment for the Deficient Segments, as described in Exhibit "C," totals Ninety-nine thousand six hundred twenty-seven and 00/100 Dollars (\$99,627.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. 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 Christian Brothers Automotive Concurrency" prepared by Kittelson & Associates, dated May 4, 2021 for CBH Properties Orlando, LLC (the "**Traffic Study**"), which is incorporated herein by this reference, and (ii) upon the calculations described in Exhibit "C." The Traffic Study was accepted by the Orange County Transportation Planning Division on May 20, 2021 and is on file and available for inspection with that division (CMS #2021017). 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 improvement to the Deficient Segments or actual traffic impacts created by the Project; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2(d) below. Owner and County further acknowledge and agree that the calculation of, and agreement regarding, the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement.

(b) *Timing of PS Payment, Issuance of CEL.* Within ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of Ninety-nine thousand six hundred twenty-seven and 00/100 Dollars (\$99,627.00) 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, the 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 of 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 to the Project which increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segments or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.

(e) *Satisfaction of Transportation Improvement Requirements.* County hereby acknowledges and agrees that upon Owner's payment of the PS Payment as required herein, and absent any change in the Project increasing the number of trips 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 the 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, regulations, and/or Orange County Code provisions or from making the required payment of transportation impact fees applicable to the Project, subject to 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, 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.

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: CBH Properties Orlando, LLC
Attention: Billy Green
17725 Katy Freeway
Houston, Texas 77094

With copy to: CBH Properties Orlando, LLC
Attention: Legal Department
17725 Katy Freeway, Suite 200
Houston, Texas 77094

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 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 this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business 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 hereto 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.

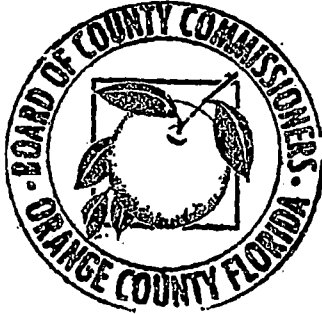
Section 13. *Termination.* In the event either (i) Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, as contemplated in Subsection 2(b), or (ii) Owner has timely paid the PS Payment to County and the Project has been constructed on the Property 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 three (3) 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, Christian Brothers Automotive Orlando
CBH Properties Orlando, LLC, for Colonial Dr (East), 2021

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: July 27, 2021

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

By: *Katie Smith*
Deputy Clerk

Print Name: Katie Smith

WITNESSES:

Joan Wehring
Print Name: Joan Wehring
Billy Green Jr.
Print Name: Billy Green Jr.

"OWNER"

CBH Properties Orlando, a Florida Limited Liability Company

By: Jacques Craig
Print Name: Jacques Craig

Title: Vice President

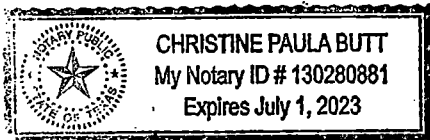
Date: June 23, 2021

STATE OF: TEXAS
COUNTY OF: HARRIS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of June, 2021, by Jacques Craig, as Vice president of CBH Properties Orlando, a Florida limited liability company, on behalf of such Company, who ☒ is personally known to me or ☐ has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of June, 2021.

(Notary Stamp)



Christine Paula Butt
Signature of Notary Public
Print Name: Christine Paula Butt
Notary Public, State of: TEXAS
Commission Expires: 7-1-2023

**JOINDER AND CONSENT TO
PROPORTIONATE SHARE AGREEMENT FOR
Christian Brothers Automotive Orlando**

(Page 1 of 2)

The undersigned hereby certifies that it is the holder of the following instruments (the "Instruments"):

Mortgage, Security Agreement, Assignment of Leases, and Fixture Financing Statement by Origin Bank a Louisiana banking association duly organized and validly existing under the laws of the State of Louisiana, to CBH Properties Orlando, LLC a Florida limited liability company, duly created, organized and existing under the laws of the State of Florida (the "Issuer"), dated November 18, 2020, and recorded November 19, 2020, in Instrument No. 20200607201, Public Records of Orange County, Florida, in the original principal amount of 2,536,000.00 and the UCC Financing Statement recorded on November 19, 2020, in Instrument No. 20200607202 and the terms and conditions thereof,

upon the property presently owned by CBH Properties Orlando, LLC, a description of which is attached hereto as Exhibit "B" (hereinafter the "Property").

The undersigned hereby joins in, and consents to, the recording of the Proportionate Share Agreement (the "Agreement"), and agrees that its above-referenced Instrument, as it may be modified, amended, and assigned from time to time, shall be subordinated to the Agreement, as said Agreement may be modified, amended, and assigned from time to time.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent in manner and form sufficient to bind it.

Signed, sealed, and delivered
in the presence of:

Alicia Miller
Name: Alicia Miller

Lanya Gay
Name: Lanya Gay

Origin Bank a Louisiana banking association
duly organized and validly existing under the
laws of the United States of America

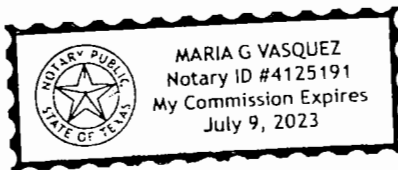
By: Carmen Jordan
Print Name: Carmen Jordan
Print Title: Executive Vice President

STATE OF: Texas
COUNTY OF: Harris

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 23 day of June, 2021, by Carmen Jordan,
as Exec. Vice President of Origin Bank, a LOUISIANA STATE BANK, on behalf of
such Bank, who ☒ is personally known to me or ☐ has produced
_____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day
of June, 2021.

(Notary Stamp)



Maria Vasquez
Signature of Notary Public
Print Name: Maria G. Vasquez
Notary Public, State of: Texas
Commission Expires: 7-9-23

**JOINDER AND CONSENT TO
PROPORTIONATE SHARE AGREEMENT FOR
Christian Brothers Automotive Orlando**

(Page 1 of 2)

The undersigned hereby certifies that it is the holder of the following instrument (the "Instrument"):

Mortgage, Assignments of Rents and Security Agreement Second Lien by CBH Properties Investments, a Texas limited liability company duly organized and validly existing under the laws of the State of Texas, to CBH Properties Orlando, LLC, a Florida limited liability company, duly created, organized and existing under the laws of the State of Florida (the "Issuer"), dated November 18, 2020, and recorded November 19, 2020, in Instrument No. 20200607203, Public Records of Orange County, Florida, in the original principal amount of \$634,000.00 and the terms and conditions thereof,

upon the property presently owned by CBH Properties Orlando, LLC, a description of which is attached hereto as Exhibit "B" (hereinafter the "Property").

The undersigned hereby joins in, and consents to, the recording of the Proportionate Share Agreement (the "Agreement"), and agrees that its above-referenced Instrument, as it may be modified, amended, and assigned from time to time, shall be subordinated to the Agreement, as said Agreement may be modified, amended, and assigned from time to time.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent in manner and form sufficient to bind it.

Signed, sealed, and delivered
in the presence of:

Sean Wilbur
Name: Sean Wilbur

Billy Green Jr.
Name: Billy Green Jr.

CBH Properties Investments, LLC, a Texas
limited liability company duly organized and
validly existing under the laws of the United
States of America

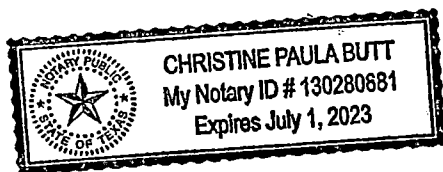
By: Jacques Craig
Print Name: Jacques Craig
Print Title: Vice President

STATE OF: TEXAS
COUNTY OF: HARRIS

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 23rd day of June, 2021, by Jacques Craig,
as Vice President of CBH Properties Investments, LLC, a Texas limited liability company, on behalf of
such Company, who ☒ is personally known to me or ☐ has produced
_____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day
of June, 2021.

(Notary Stamp)



Christine Paula Butt
Signature of Notary Public
Print Name: Christine Paula Butt
Notary Public, State of: TEXAS
Commission Expires: 7-1-2023

Exhibit "A"

“Christian Brothers Automotive Orlando”

Project Location Map



Exhibit "B"

"Christian Brothers Automotive Orlando"

Parcel ID: 24-22-31-1068-02-010

Legal Description:

The land is described as follows:

Lot 1, Block "B", BUNKER HILL TERRACE, according to the Plat thereof, as recorded in Plat Book "K", Page 110, Public Records of Orange County, Florida.

and

Begin at the Southeast corner of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Northeast 1/4 of Section 24, Township 22 South, Range 31 East, run thence North 307.5 feet; thence West 209.75 feet; thence South 307.5 feet; thence East 209.75 feet to the Point of Beginning (EXCEPT that part of said property lying North of the State Road Right of Way which has been granted to the State of Florida for a Public Highway).

Exhibit "C"

"Christian Brothers Automotive Orlando"

DEFICIENT ROAD SEGMENT 1

(Page 1 of 3)

Log of Project Contributions
Colonial Dr (Avalon Park Blvd to S. Tanner 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
Colonial Dr	Avalon Park Blvd S. Tanner Rd	1.03	D	1550	Widen from 4 to 6 lanes	2500	820	\$18,807,014	\$24,277
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	Avalon Park Blvd S. Tanner Rd	1.03	D	1550	162	2500	820	\$3,832,840	
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
Colonial Dr	Avalon Park Blvd S. Tanner Rd	1.03	D	1550	2500	820	162	658	\$15,974,165
									Cost / Trip
									\$24,277

Updated: 5/20/21

Log of Project Contributions				
Date	Project	Project Trips	Prop Share	
Existing				
Jun-18	Existing plus Committed	160	\$3,884,320	
Aug-18	Dr. Mike's Vet Office	1	\$21,571	
Sep-20	O'Reilly Auto Parts	1	\$24,277	
	Backlogged Totals:	162	\$3,930,168	
Proposed				
May-21	Christian Brothers Automotive Orlando	2	\$48,554	
			\$0	
			\$0	
			\$0	
			\$0	
	Totals:	163	\$3,978,722	

Exhibit "C"

"Christian Brothers Automotive Orlando"

DEFICIENT ROAD SEGMENT 2

(Page 2 of 3)

Log of Project Contributions
Colonial Dr (Lake Pickett Rd to Avalon Park 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
Colonial Dr	Lake Pickett Rd	Avalon Park Blvd	1.01	E	3020	Widen from 8 to 8 lanes	4040	1020	\$11,563,112	\$11,337

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	Lake Pickett Rd	Avalon Park Blvd	1.01	E	3020	253	4040	1020	\$2,668,105

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	Lake Pickett Rd	Avalon Park Blvd	1.01	E	3020	4040	1020	253	767	\$9,695,007	\$11,337

Updated: 6/4/21

Log of Project Contributions

Date	Project	Project Trips	Prop Share
Existing May-21	Existing plus Committed	253	\$2,668,261
	Backlogged Totals:	253	\$2,668,261
Proposed May-21	Christian Brothers Automotive Orlando	3	\$34,011
			\$0
			\$0
			\$0
			\$0
	Totals:	256	\$2,902,272

Exhibit "C"

"Christian Brothers Automotive Orlando"

DEFICIENT ROAD SEGMENT 3

(Page 3 of 3)

Log of Project Contributions
Colonial Dr (Woodbury Rd to Lake Pickett 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
Colonial Dr	Woodbury Rd	Lake Pickett Rd	0.76	E	3020	Widen from 6 to 8 lanes	4040	1020	\$3,709,985	\$9,531

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	566	4040	1020	\$4,826,177

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	566	454	\$3,872,778	\$9,531

Updated: 5/20/21

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Jun-16	Existing plus Committed	355	\$1,817,022
	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	\$7,596
	Aug-18	Lake Pickett ER	9	\$71,964
	Aug-18	Lake Pickett Center Parcel 1	28	\$223,888
	Jan-19	Woodsongs Suites	19	\$151,544
	Jun-19	Caliber Collision	2	\$15,952
	Aug-19	Dr. Mo's Vet Office	1	\$7,576
	May-20	Waterford Lakes Muttamity	3	\$22,149
	Jul-21	Bank and fast food at SO	1	\$7,383
	Feb-21	Chase Bank at Waterford Lakes	2	\$16,740
	Feb-21	Waterford Lakes Golf	2	\$17,062
		Backlogged Totals:	566	\$3,194,103
Proposed	Feb-21	Christian Brothers Automotive Orlando	2	\$17,062
				\$0
				\$0
				\$0
				\$0
		Totals:	568	\$3,211,165