



Legislation Text

File #: 25-1067, **Version:** 1

Interoffice Memorandum

DATE: July 16, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT: Renzo Nastasi, AICP, Chairman

PHONE: (407) 836-7964

DIVISION: Roadway Agreement Committee

ACTION REQUESTED:

Approval and execution of Proportionate Share Agreement for Chickasaw Villas Chickasaw Trail and Colonial Drive by and between Riverpointe Villas, LLC and Orange County for a proportionate share payment in the amount of \$164,903. District 3. (Roadway Agreement Committee)

PROJECT: N/A

PURPOSE:

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Chickasaw Villas Chickasaw Trail and Colonial Drive ("Agreement") by and between Riverpointe Villas, LLC and Orange County for a proportionate share payment in the amount of \$164,903. Mattamy Orlando LLC has executed a Joinder and Consent as the contract purchaser of the property which assigns them rights and obligations as developer/owner under the Agreement. 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 one deficient trip on the road segment of Chickasaw Trail from Lake Underhill Road to Valencia College Lane in the amount of \$19,412 per trip, four deficient trips on the road segment of Colonial Drive from Goldenrod Road to Central Florida Greenway in the amount of \$26,836 per trip, one deficient trip on the road segment of Colonial Drive from Forsyth Road to Goldenrod Road in the amount of \$11,311 per trip, and one deficient trip on the road segment of

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Colonial Drive from Semoran Boulevard to Forsyth Road in the amount of \$26,836 per trip.

The Roadway Agreement Committee recommended approval on June 18, 2025. 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 407-836-7964.

BUDGET: N/A

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: August 5, 2025
This instrument prepared by
and after recording return to:

Juli Simas James, Esquire
SHUTTS & BOWEN LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801

Parcel ID Number: 23-22-30-0000-00-169

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

**PROPORTIONATE SHARE AGREEMENT FOR
CHICKASAW VILLAS**

CHICKASAW TRAIL AND COLONIAL DRIVE

This Proportionate Share Agreement (the “Agreement”), effective as of the latest date of execution (the “**Effective Date**”), is made and entered into by and between **RIVERPOINTE VILLAS, LLC**, a Florida limited liability company (“**Owner**”), with its mailing address at 217 North Westmonte Drive, Suite 1005, Altamonte Springs, Florida 32714 and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (“**County**”), with its principal address at P.O. Box 1393, Orlando, Florida 32802-1393. Owner and County may sometimes be referred to herein individually as “Party” and collectively as “Parties.”

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

WHEREAS, the Property is located in County Commission District 3, and the proceeds of the PS Payment, as defined herein, will be allocated to Chickasaw Trail and Colonial Drive; and

WHEREAS, Owner intends to sell the Property to Mattamy Orlando LLC, a Delaware limited liability company (the “Contract Purchaser”), with its principal place of business at 2450 Maitland Center Parkway, Suite 300, Maitland, Florida 32751, as defined in the Joinder and Consent to Proportionate Share Agreement attached hereto and made a part hereof, which intends to develop the Property as thirty-six (36) townhome units, referred to and known as Chickasaw Villas (the “**Project**”); and

WHEREAS, Owner received a letter from County dated May 1, 2025, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application #25-04-019 for the Project was denied; and

WHEREAS, the Project will generate one (1) deficient PM Peak Hour trip (the “**Excess Trip 1**”) for the deficient roadway segment on Chickasaw Trail from Lake Underhill Road to Valencia College Lane (the “**Deficient Segment 1**”), and zero (0) PM Peak Hour trips were available on the 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 four (4) deficient PM Peak Hour trips (the “**Excess Trips 2**”) for the deficient roadway segment on Colonial Drive from Goldenrod Road to Central Florida Greenway (the “**Deficient Segment 2**”), and zero (0) PM Peak Hour trips were available on the 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 one (1) deficient PM Peak Hour trip (the “**Excess Trip 3**”) for the deficient roadway segment on Colonial Drive from Forsyth Road to Goldenrod Road (the “**Deficient Segment 3**”), and zero (0) PM Peak Hour trips were available on the 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 one (1) deficient PM Peak Hour trip (the “**Excess Trip 4**”) for the deficient roadway segment on Colonial Drive from Semoran Boulevard to Forsyth Road (the “**Deficient Segment 4**”), and zero (0) PM Peak Hour trips were available on the 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 Trip 1, Excess Trips 2, Excess Trip 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 collectively referred to herein as the Deficient Segments; and

WHEREAS, the Excess Trips will cause the Deficient Segments to operate below adopted Level of Service standards; therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, Owner has offered to provide County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is One Hundred Sixty-Four Thousand Nine Hundred Three and 00/100 Dollars (\$164,903.00) (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 One Hundred Sixty-Four Thousand Nine Hundred Three and 00/100 Dollars (\$164,903.00). 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 “Chickasaw Villas Project No. 25048.01.01, Transportation Concurrency Analysis,” prepared by Traffic & Mobility Consultants, LLC, dated April 2025, for Mattamy Homes” (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 April 28, 2025, and is on file and available for inspection with that division (CMS #2025019). 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/transportation impacts created by the Project; provided, however, that if Owner modifies the Project’s development program and/or subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Subsection 2(d) below. Owner and County further acknowledge and agree that the calculation of, and agreement regarding, the amount of the PS Payment constitute material inducements for the Parties to enter into this Agreement.

(b) *Timing of PS Payment, Issuance of CEL.* Not later than ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of One Hundred Sixty-Four Thousand Nine Hundred Three and 00/100 Dollars (\$164,903.00) as the PS Payment. The check shall be made payable to “Orange County Board of County Commissioners” and shall be delivered to the Fiscal and Operational Support Division of the Planning, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, if the Property’s future land use designation and zoning are consistent with the Project’s proposed development, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segments. Within the time

frame provided in the CEL, Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial capacity reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within ninety (90) days after the Effective Date, one extension of ninety (90) additional days may be granted by the manager of County's Transportation Planning Division. In the event Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, this Agreement shall become null and void.

(c) *Project Development.* Recordation of a subdivision plat and/or approval of a commercial site plan for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in subparagraph 2(b) above.

(d) *Increase in Project Trips.* Any change or modification to the Project that increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segments or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.

(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 Subsection 2(d) above, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether improvements to the Deficient Segments are actually constructed; provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Additionally, nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, rules, regulations, and/or Orange County Code provisions or from making the required payment of transportation and other impact fees applicable to the Project, subject to any credits as set forth in Section 3 below. For avoidance of doubt, nothing herein is intended to, nor shall, constitute prepayment of any densities and/or intensities of development or of any development program.

Section 3. Transportation Impact Fee Credits. County and Owner agree that in accordance with Section 163.3180(5)(h)(2)(e), Florida Statutes, as may be amended, Owner shall receive credit on a dollar for dollar basis for impact fees paid or payable in the future for the Project in an amount up to but not exceeding the PS Payment as specifically described in Exhibit “C”. County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees. For avoidance of doubt, nothing herein is intended to, nor shall, constitute prepayment of any densities and/or intensities of development or of any development program.

Section 4. No Refund. The PS Payment (including any capacity reservation fees paid with the PS Payment) is non-refundable and cannot be transferred or applied to another project or property.

Section 5. Notice. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party’s name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owner: Riverpointe Villas, LLC
Attention: Joseph Schwartz
217 North Westmonte Drive, Suite 1005
Altamonte Springs, Florida 32714
Email: joe@w-jhomes.com
Phone: 407-409-7994

With a copy to: Dinsmore & Shohl, LLP
Attention: Thomas R. Harbert
225 East Robinson Street
Orlando, Florida 32801
Email: thomas.harbert@dinsmore.com
Phone: (407) 425-9044

As to Contract
Purchaser: Mattamy Orlando LLC
Attention: Jim Reinert
2450 Maitland Center Parkway, Suite 300
Maitland, Florida 32751
Email: Jim.reinert@mattamycorp.com
Phone: (407) 967-1565

With a copy to: Mattamy Orlando LLC
Attention: Nicole M. Swartz
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Email: Nicole.swartz@mattamycorp.com

Shutts & Bowen LLP
Attention: Juli S. James, Esq. and Laura L. Kelly, Esq.
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Email: Jjames@shutts.com and Laurakelly@shutts.com

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 Public Works Department
Manager, Transportation Planning Division
4200 South John Young Parkway, 2nd Floor
Orlando, Florida 32839

Orange County Planning, Environmental, and Development
Services Department
Manager, Planning Division
201 South Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Section 6. Covenants Running with the Property. This Agreement shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of Owner and upon any person, firm, corporation, or entity who may become a successor in interest to the Property.

Section 7. Recordation of Agreement. Owner shall record an original of this Agreement in the Public Records of Orange County, Florida, at no expense to County, not later than thirty (30) days after the Effective Date.

Section 8. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.

Section 9. Specific Performance. County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the Parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice, in accordance with Section 5, specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice.

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 and completed, pursuant to a County building permit, this Agreement shall automatically terminate and thereafter be null and void for all purposes.

Section 14. Counterparts. This Agreement may be executed in up to two (2) counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

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

“COUNTY”



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

Date: *5 August 2025*

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

By: *[Signature]*
Deputy Clerk

Print Name: *DAVID ROONEY*

WITNESSES:

"OWNER"

Winston Schwartz
Signature of Witness

Signature of Witness

Print Name: WINSTON SCHWARTZ

Mailing Address 217 N WESTMONTA DR
ALTAMONTE SPRINGS, FL 32714

RIVERPOINTE VILLAS, LLC,
a Florida limited liability company

By: Joseph E. Schwartz
Joseph E. Schwartz, as Manager

Date: 6/4/25

Anthony Rhodes
Signature of Witness

Signature of Witness

Print Name: Anthony Rhodes

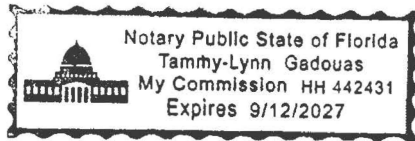
Mailing Address 5714 Magnolia Bloom Terr
Orlando, FL 32765

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of X physical presence or _____ online notarization, this 4 day of June, 2025, by Joseph E. Schwartz, as Manager of **RIVERPOINTE VILLAS, LLC**, a Florida limited liability company, on behalf of the corporation, who is personally known to or has produced personally known as identification.

WITNESS my hand and official seal in the County and State last aforesaid 4 day of June, 2025.

(Notary Stamp)



Tammy-Lynn Gadonas
Signature of Notary Public

Signature of Notary Public

Print Name: Tammy-Lynn Gadonas

Notary Public, State of: Florida

Commission Expires: 9/12/2027

Joinder and Consent to Proportionate Share Agreement by and between Orange County, Florida (“Orange County”) and Riverpointe Villas, LLC, a Florida limited liability company (“Owner”) (the “Agreement”)

As the contract purchaser of the Property, Mattamy Orlando LLC (“Contract Purchaser”), by executing this Joinder and Consent where indicated below, joins in and consents to the Agreement and the terms and conditions thereof, and the recording of same against the Property. Furthermore, at such time that the Contract Purchaser acquires the Property, Contract Purchaser shall be deemed an Owner under the Agreement and shall assume any and all obligations and shall acquire all rights of Owner under said Agreement.

WITNESSES:


“CONTRACT PURCHASER”

MATTAMY ORLANDO LLC,
a Delaware limited liability company




Signature of Witness

Print Name: Ralph Charles Bell
Mailing Address 2450 Maitland Center Pkwy
Ste 300, Maitland, FL 32751

By: 

Print Name: Neil Weiderhaft
Its: Vice President



Signature of Witness

Print Name: GILLIAN CHUNG-MILLER
Mailing Address 2450 Maitland Center Pkwy
Ste 300, Maitland, FL 32751


Date: 6/4/25

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me, by means of X physical presence or _____ online notarization, this 4th day of June, 2025, by Neil Weiderhaft, as Vice President of Mattamy Orlando LLC, a Delaware limited liability company, on behalf of the corporation, who is personally known to or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid 4th day of June, 2025.

(Notary Stamp)



Signature of Notary Public
Print Name: Laura Trussell
Notary Public, State of: Florida
Commission Expires: 2/26/28

Exhibit "A"
CHICKASAW VILLAS
Project Location Map

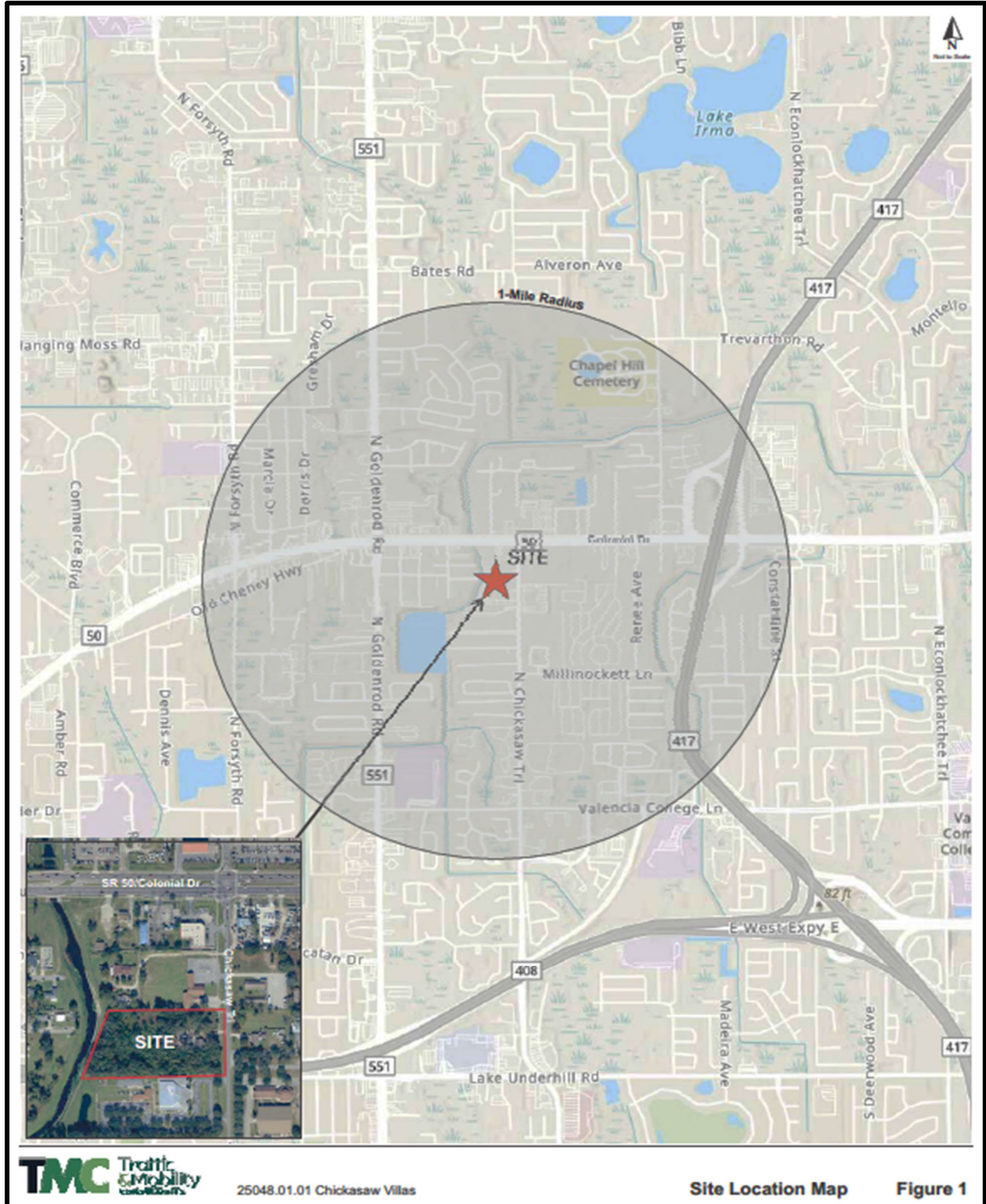


Exhibit "B"

CHICKASAW VILLAS

Legal Description of the Property

Parcel Identification Number: 23-22-30-0000-00-169

Legal Description:

The North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (Less the East 50 feet and less that portion thereof West of Drainage Canal), in Section 23, Township 22 South, Range 30 East, Orange County, Florida.

Exhibit “C”

CHICKASAW VILLAS

DEFICIENT SEGMENT 1

Log of Project Contributions
 Chickasaw Trail from Lake Underhill Road to Valencia College Lane

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 |
|--------------------------------|-----------------------------------|-----------------------|----------------|-------------|-------------------------------|-------------------------|-------------------------------|-------------------|--------------------|-------------|
| Chickasaw Tr | Lake Underhill Rd | Valencia College Lane | 1.03 | E | 880 | Widen from 2 to 4 lanes | 2000 | 1120 | \$21,740,754 | \$19,412 |

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 |
|--------------------------------|-----------------------------------|-----------------------|----------------|-------------|-------------------------------|------------------|-------------------------------|-------------------|---------------------------------|
| Chickasaw Tr | Lake Underhill Rd | Valencia College Lane | 1.03 | E | 880 | 81 | 2000 | 1120 | \$1,572,322 |

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 |
|--------------------------------|-----------------------------------|-----------------------|----------------|-------------|-------------------------------|-------------------------------|-------------------|------------------|---------------------------------------|------------------------|-------------|
| Chickasaw Tr | Lake Underhill Rd | Valencia College Lane | 1.03 | E | 880 | 2000 | 1120 | 81 | 1039 | \$20,168,431 | \$19,412 |

Updated: 5/8/25

Log of Project Contributions

| | Date | Project | Project Trips | Prop Share |
|----------|--------|---------------------------|---------------|--------------------|
| Existing | Mar-25 | Existing plus Committed | 81 | \$1,572,372 |
| | | | | |
| | | Backlogged Totals: | 81 | \$1,572,372 |
| Proposed | Apr-25 | Chickasaw Villas | 1 | \$19,412 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | Totals: | 82 | \$1,591,784 |

Exhibit “C”

CHICKASAW VILLAS

DEFICIENT SEGMENT 2

Log of Project Contributions
Colonial Drive from Goldenrod Road to Central Florida Greenway

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 | Goldenrod Rd | Central Florida Greenway | 1.21 | E | 3020 | Adding 2 lanes | 4040 | 1020 | 27,372,454 | \$26,836 |

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 | Goldenrod Rd | Central Florida Greenway | 1.21 | E | 3020 | 80 | 4040 | 1020 | \$2,146,859 |

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 | Goldenrod Rd | Central Florida Greenway | 1.21 | E | 3020 | 4040 | 1020 | 80 | 940 | \$25,225,595 | \$26,836 |

Updated: 5/29/25

| Log of Project Contributions | | | | |
|-------------------------------------|--------|-----------------------------------|---------------|--------------------|
| | Date | Project | Project Trips | Prop Share |
| Existing | Mar-25 | Existing plus Committed | 66 | \$1,771,176 |
| | | Woodspring Suites Goldenrod Hotel | 14 | \$375,704 |
| | | Backlogged Totals: | 80 | \$2,146,880 |
| Proposed | Apr-25 | Chickasaw Villas | 4 | \$107,344 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | | | \$0 |
| | | Totals: | 84 | \$2,254,224 |

Exhibit “C”

CHICKASAW VILLAS

DEFICIENT SEGMENT 3

Log of Project Contributions
Colonial Drive from Forsyth Road to Goldenrod 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 | Forsyth Rd | Goldenrod Rd | 0.51 | E | 3020 | Adding 2 lanes | 4040 | 1020 | 11,537,150 | \$11,311 |

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 | Forsyth Rd | Goldenrod Rd | 0.51 | E | 3020 | 32 | 4040 | 1020 | \$361,950 |

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 | Forsyth Rd | Goldenrod Rd | 0.51 | E | 3020 | 4040 | 1020 | 32 | 988 | \$11,175,200 | \$11,311 |

Updated: 5/29/25

Log of Project Contributions

| | Date | Project | Project Trips | Prop Share | |
|----------|----------|-----------------------------------|---------------------------|------------------|------------------|
| Existing | Jan-23 | Existing plus Committed | 1 | \$6,090 | |
| | Feb-23 | Hanging Moss Apartments | 14 | \$85,260 | |
| | Sep-23 | Waters Car Wash | 4 | \$24,360 | |
| | Feb-24 | Pece of Mind | 4 | \$41,460 | |
| | May-24 | Autozone | 2 | \$20,730 | |
| | Jan-25 | Wise Colonial PD Car Wash | 2 | \$20,730 | |
| | Feb-25 | Zimmer Plaza | 3 | \$31,095 | |
| | Feb-25 | Woodspring Suites Goldenrod Hotel | 2 | \$22,622 | |
| | | | Backlogged Totals: | 32 | \$252,347 |
| | Proposed | Apr-25 | Chickasaw Villas | 1 | \$11,311 |
| | | | | \$0 | |
| | | | | \$0 | |
| | | | | \$0 | |
| | | | | \$0 | |
| | | Totals: | 33 | \$263,658 | |

Exhibit “C”

CHICKASAW VILLAS

DEFICIENT SEGMENT 4

Log of Project Contributions
Colonial Drive from Semoran Boulevard to Forsyth 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 | Semoran Blvd | Forsyth Rd | 1.21 | E | 3020 | Adding 2 lanes | 4040 | 1020 | 27,372,454 | \$26,836 |

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 | Semoran Blvd | Forsyth Rd | 1.21 | E | 3020 | 38 | 4040 | 1020 | \$1,019,758 |

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 | Semoran Blvd | Forsyth Rd | 1.21 | E | 3020 | 4040 | 1020 | 38 | 982 | \$26,352,696 | \$26,836 |

Updated: 5/8/25

Log of Project Contributions

| Date | Project | Project Trips | Prop Share |
|-----------------|-----------------------------------|---------------|------------------|
| Existing Jan-23 | Existing plus Committed | 15 | \$216,735 |
| May-23 | Semoran Car Wash | 2 | \$28,898 |
| Sep-28 | Waters Car Wash | 2 | \$28,898 |
| Feb-24 | Pece of Mind | 2 | \$49,180 |
| May-24 | Autozone | 6 | \$147,540 |
| May-24 | Wise Colonial PD Car Wash | 5 | \$122,950 |
| Feb-25 | Shops of Goldenrod | 2 | \$49,180 |
| Mar-25 | Woodspring Suites Goldenrod Hotel | 2 | \$53,672 |
| Apr-25 | Yucatan Gardens | 2 | \$53,672 |
| | Backlogged Totals: | 38 | \$697,053 |
| Proposed Apr-25 | Chickasaw Villas | 1 | \$26,836 |
| | | | \$0 |
| | | | \$0 |
| | | | \$0 |
| | | | \$0 |
| | Totals: | 39 | \$723,889 |