### Interoffice Memorandum



April 19, 2023

TO: Mayor Jerry L. Demings

-AND-

**County Commissioners** 

FROM: Jon V. Weiss, P.E., Chairman

Roadway Agreement Committee

SUBJECT: May 23, 2023 - Consent Item

Proportionate Share Agreement for Starbucks (Shoppes at Alafaya Trail)

Alafaya Trail, Colonial Drive & Woodbury Road

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Starbucks (Shoppes at Alafaya Trail) Alafaya Trail, Colonial Drive, & Woodbury Road ("Agreement") by and between HM-UP Development Alafaya Trails – TRU, LLC and Orange County for a proportionate share payment in the amount of \$113,374. 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 four deficient trips on the road segment of Alafaya Trail from Science Drive to Colonial Drive in the amount of \$13,374 per trip, five deficient trips on the road segment of Colonial Drive from Woodbury Road to Lake Pickett in the amount of \$9,075 per trip, and one deficient trip on the road segment of Woodbury Road from Lake Underhill Road to Waterford Lakes Parkway in the amount of \$14,503 per trip.

The Roadway Agreement Committee recommended approval on April 19, 2023. 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 Starbucks (Shoppes at Alafaya Trail) Alafaya Trail, Colonial Drive & Woodbury Road by and between HM-UP Development Alafaya Trails – TRU, LLC and Orange County for a proportionate share payment in

the amount of \$113,374. District 4

JVW/NC/js Attachment APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

BCC Mtg. Date: May 23, 2023

This instrument prepared by and after recording return to:

Eric Sheppard HM-Up Development Alafaya Trails – Tru LLC 180 Bal Cross Drive Bal Harbour, Florida 33154

Parcel ID Number: 22-22-31-8030-04-000

### PROPORTIONATE SHARE AGREEMENT FOR STARBUCKS (SHOPPES AT ALAFAYA TRAIL)

### ALAFAYA TRAIL, COLONIAL DRIVE & 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 HM-UP DEVELOPMENT ALAFAYA TRAILS – TRU, LLC a Florida Limited Liability Company ("Owner"), with a principal place of business at 180 Bal Cross Drive Bal Harbour, Florida 33154, 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 4, and the proceeds of the PS Payment, as defined herein, will be allocated to Alafaya Trail, Colonial Drive & Woodbury Road; and

WHEREAS, Owner intends to develop the Property as a 2,500 Sq. Ft. Coffee Shop with Drive Thru, referred to and known as Starbucks (Shoppes at Alafaya Trail) (the "**Project**"); and

WHEREAS, Owner received a letter from County dated February 14, 2023 stating that Owner's Capacity Encumbrance Letter ("CEL") application #CEL-23-01-002 for the Project was denied; and

WHEREAS, the Project will generate 4 deficient PM Peak Hour trips (the "Excess Trips 1") for the deficient roadway segment on Alafaya Trail from Science Drive to Colonial Drive (the "Deficient Segment 1"), and 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 5 deficient PM Peak Hour trips (the "Excess Trips 2") for the deficient roadway segment on Colonial Drive from Woodbury Road to Lake Pickett Road (the "Deficient Segment 2"), and 0 PM Peak Hour trips were available on Deficient Segment 2 on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, the Project will generate 1 deficient PM Peak Hour trip (the "Excess Trip 3") for the deficient roadway segment on Woodbury Road from Lake Underhill Road to Waterford Lakes Parkway (the "Deficient Segment 3"), and 0 PM Peak Hour trips were available on Deficient Segment 3 on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

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

WHEREAS, the Deficient Segment 1, 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, 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 Thirteen Thousand Three Hundred Seventy-Four and 00/100 Dollars (\$113,374.00) (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.

- Calculation of PS Payment: The amount of the PS Payment for the Deficient Segments, as described in Exhibit "C", totals One Hundred Thirteen Thousand Three Hundred Seventy-Four and 00/100 Dollars (\$113,374.00). 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 "Starbucks Alafaya Trail" prepared by Kimley-Horn & Associates, Inc, dated January 2023 for Hm-Up Development Alafaya Trails – Tru, 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 February 6, 2023 and is on file and available for inspection with that division (CMS #2023002). 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 /travel 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 Thirteen Thousand Three Hundred Seventy-Four and 00/100 Dollars (\$113,374.00) 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.
- 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 Owner shall be entitled to receive transportation impact fee credits, applicable only toward development of the Project on the Property, 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. 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: HM-Up Development Alafaya Trails - Tru, LLC

C/o Eric Sheppard 180 Bal Cross Drive

Bal Harbour, Florida 33154

With copy to: Kimley-Horn & Associates, Inc.

C/o Sue Lorentz

189 South Orange Avenue, Suite 1000

Orlando, Florida 32801

As to County: Orange County Administrator

P. O. Box 1393

Orlando, Florida 32802-1393

With copy to: Orange County Planning, Environmental, and Development

Services Department

Manager, Fiscal and Operational Support Division

201 South Rosalind Avenue, 2<sup>nd</sup> 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 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]

Proportionate Share Agreement, Starbucks (Shoppes at Alafaya Trail)
HM-Up Development Alafaya Trails – Tru LLC for Alafaya Trail, Colonial Drive & Woodbury Road, 2023

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

Jerry L. Demings
Orange County Mayor

Date: May 23, 2023

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

By: Jemify fon - Klinet

Deputy Clerk

Print Name: Jennifer Lara-Klimetz

WITNESSES:	"OWNER"
Print Name: Cotherine Felter Caitile How	HM-UP DEVELOPMENT ALAFAYA TRAILS – TRU, LLC a Florida Limited Liability Company By:
Print Name: Caittin Lawren	CL Print Name: Eric Sheppard
	Title: Manager
STATE OF: Florida COUNTY OF: OYONGE	
The foregoing instrument was acknown or online notarization, this 241 day of Manager of HM-UP Development Alafaya	wledged before me by means of physical presence, 2025, by Eric Sheppard, as Trails – TRU, LLC a Florida Limited Liability known to me or has produced tification.
of <u>Apyl</u> , 20 <u>23</u> (Notary Stamp)	in the County and State last aforesaid this Anday  Signature of Notary Public
Notary Public State of Florida Susan D Lorentz My Commission HH 369140 Expires 3/5/2027	Print Name: Susan D. Wrentz  Notary Public, State of: Flonda  Commission Expires: 03/05/2027
	(mm/dd/yyyy)

### Exhibit "A"

### "STARBUCKS (SHOPPES AT ALAFAYA TRAIL)"

### **Project Location Map**



### Exhibit "B"

### "STARBUCKS (SHOPPES AT ALAFAYA TRAIL)"

Parcel ID: 22-22-31-8030-04-000

### **Legal Description:**

SHOPPES AT ALAFAYA TRAII. LOT 4

A PORTION OF LOT 7, SUNSET TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "X", PAGE 11 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; SAID LANDS LYING IN SECTION 22, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N87°58'30"E ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 30.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF O'BERRY HOOVER ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 1913, PAGE 245 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE N87°58'30"E, ALONG SAID NORTH LINE, A DISTANCE OF 1317.54 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ALAFAYA TRAIL AS RECORDED IN OFFICIAL RECORDS BOOK 2612, PAGE 1894 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N01°25'12"W ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 344.62 FEET TO THE POINT OF BEGINNING: THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN \$8900006"W, A DISTANCE OF 156.13 FEET; THENCE RUN N00°50'54"W, A DISTANCE OF 104.28 FEET TO THE NORTH LINE OF SAID LOT 7, SUNSET TERRACE; THENCE RUN N89°41'52"E ALONG SAID NORTH LINE, A DISTANCE OF 155.11 FEET TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF ALAFAYA TRAIL; THENCE RUN S01°25'12"E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 102.80 FEET TO THE POINT OF BEGINNING.

## Log of Project Contributions Alafaya Trail (Science Dr to Colonial Dr)

### "STARBUCKS (SHOPPES AT ALAFAYA TRAIL)" DEFICIENT SEGMENT 1

Exhibit "C"

,		Ro	adway i	Roadway Improvement Project Information	nt Projec	t Informa	tion				
				٠							
Planned Improvement Roadway(s)	Limits of Impro	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	
Astaya Trail	Science Dr.	Colonial Dr	4.12:	E	3620	Ween from 8 to 8 lanes	4040	1020	\$13,641,089	\$13,374	
		3	ounty.	County Share of Improvement	proveme	nt			4		
Planned Improvement Roadway(s)	Limits of Impro	Links 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.	Cotonial Dr	1.12	Ē	3020	234	0405	1020	\$3,122,428		
		The second secon	<b>3</b> 0. 10. 10.	Developer Share of Improvement	Share of I	mprovem	ent				
						ŀ					
Planned Improvement Roadway(s)	Prepare of Impre	Linits 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	Cotonial Dr	1.12	E	3320	4040	1020.	234	736	\$10,511,663	\$13,374

	;	Project	Prop
Date	Project	Trips	Share
g Feb-19	Existing plus Committed	158	\$4,691,652
Mar-20	Chabad at UCF	4 .	\$118,776
Мзу-20	Waterford Lakes Mutifamily	6	\$178,164
Jul-20	Banl and Fast Food at East 50	1	\$29,694
Sep-20	Union at Collegiate Village- East	4	\$118,776
Sep-20	Union at Collegiate Village- West	7	\$207,858
Feb-21	Chase bank at Waterford Lakes	1	\$31,205
Apr-21	Waterford Lakes Golf	3	\$37,714
May-21	Sience Drive Student Housing	18	\$226,279
Feb-22	Carl Black Chevrolet	5	\$84,745
May-22	1737 N. Alafaya Trail	6	\$50,244
May-22	Waterford Oaks	12	\$160,488
Sep-22	Portilo's Waterford Lakes	9	\$120,366
	Backlogged Totals:	234	\$5,344,920
Mar-23	Starbucks (Shoppes at Alafaya Trail)	4	\$53,426
			. 30
			. \$0
1 12	+ -		\$0
	Totals:	238	\$5,398,416

# Log of Project Contributions Colonial Dr (Woodbury Rd to Lake Pickett Rd)

## Exhibit "C" "STARBUCKS (SHOPPES AT ALAFAYA TRAIL)" DEFICIENT SEGMENT 2

		Roadw	ay Impi	Roadway Improvement Project Information	Project Ini	ormation	- 2				
Planned Improvement Roadway(s)	Limits of ton	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	Cost/Trip ,	
Colonial Dr	Woodbury.Rd	Laké Prolett Rd	0.70	я	3020	Widen from 8 to 8 lanes	4040	1020	8,256,463	\$9,075	
F 20		Coul	nty Sha	County Share of Improvement	vement	3	3	* ************************************	* · ·		
					Existing		pavordu				
Planned Improvement Roadway(s)	Limits of the	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Generalized Capacity	Backlogged Trips	Generalized Capacity	Capacity Increase	County (Backlog) Responsibility		
Colonial Dr	Woodbury Rd	Lake Pickett Rd	0.78	,ш	3020	705	.4040	1020	\$8,397,843		
			Deve	Developer Share of Improvement	re of Impr	ovement					
Planned Improvement Roadway(s)	Limits of Im	Limits of Improvement (From - To)	Segment	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity increase for New Development	Remaining Project Cost	Cost/Trij
Colonial Dr	Woodbüry Rd	Lake Pickett Rd	0.76	3	3020	4040	1020	705	315	52,858,611	\$9,075

	·	. Project	Prop
Date	Project	Trips	Share
Jun-18	Existing plus Committed	356	S1.817.03
Mar-17	Lake Pickett Apt	86	\$438,94
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	\$313,51
Jun-18	Bonneville Drive Properties Office	1	\$7,926
Aug-18	Lake Pickett ER	9	\$71,964
Aug-18	Lake Pickett Center Parcel 1	28	\$223.58
Jan-19	Woodsprings Suites	19	\$151,54
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	\$17,082
May-21	Christian Brothers Automotive	-2	\$17,082
Jun-21	Lone Palm Reserve	17	\$145.02
Jun-21	Colonial Storage	<del></del>	58,531
Jun-21	Woodsprings Suites (Updated From Expired)	19	\$162.08
Sep-21	Hancock Lone Palm	5	\$42,655
Dec-21	Toll Brothers Student Hosuing	74	\$631,29
May-22	Waterford Oaks	6	\$54,450
Jul-22	Hancock Lone Palm Townhomes	14	\$127.05
Sep-22 .	Oaks at Hangock Lone Palm	1	\$9.075
Dec-22	Culvers East Orange	22	\$199.65
Jan-23	Petsuites Orlando	2	\$17.082
Jan-23	Bonneville Drive Properties Office	1 :	\$9,075
,	Backlogged Totals:	705	\$3,526,8
Mar-23	Starbucks (Shoppes at Alafaya Trail)	5	\$45.375
			50
			50
	****		\$0
			\$0
	Totals:	710	\$3,572,18

# Log of Project Contributions Woodbury Rd (Lake Underhill Rd to Waterford Lakes Pkwy)

## "STARBUCKS (SHOPPES AT ALAFAYA TRAIL)" DEFICIENT SEGMENT 3

Exhibit "C"

										,	
Planned Improvement Roadway(e)	umits of imp	Limibs of Improvement (From ∸Ta).	Segment Length	Adopted LOS	Existing Generalized Capacity	туре ог приочетеп	Improved Generalized Cepecity	Capacity Increase	Total Project Coat ( Trip	Cost/Trip	
Weodaury Rd	Lake Underfills.Fid	Lake Undertill Fid Walertood Lakes Pkwy	67.0	Ē	880	Widen from 2 to 4 lanes	2002	1120	\$16,242,501	514,503	
	The second of th	(CO)	ınty Sh	County Share of Improvement	ovement			A Section of the Section of			
Pigned Improvement Roadway(e)	धज्जिष्ठि भिष्म	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 Underfull Rd	Waterrord Lakes Pkwy	67.0	Ĺĸŧ	690	16:	2000	1120	\$1,319,703.		
			De	Developer Share of Improvement	are of Imi	orovemen					ing.
Planned Improvement Roadway(a)	qm'iso estimu	Umba of improvement (From - To)	Segment Langth	Adopted LOS	Extering. Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Васкодрес ТПрв	Capacity increase for New Development	Remaining Project Coat	Cost/Inp
Woodbury Rd	Lake Underrilli Rd	Waterford Lakes Pkwy	67.0	3	830	2000	1120	Įģ.	1023	514,922,798	\$14,503

		Log of Project Contribution	าร	
	Daf <del>a</del>	Project	Project Trips	Prop Share
Existing	Sep-13	Existing plus Committed	45	\$585,834
	Sep-13	Town Park Outparcel	2	\$25,035
Proposed	Nov-13	Sallormen'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
	Mzy-20	Waterford Lakes Muliflamily	6	582,020
	May-20	Gardens @Waterford Lakes	4	\$54,680
	Apr-21	Waterford lakes Golf	7	\$95,690
Proposed	Jun-21	Lone Pain Reserve	2	527,340
	Jun-21	Woodsprings Suites ( Updated from Expired)	1	\$13,670
	Dec-21	Tall Brother Student Housing	5	570,400
	May-22	Waterford Oaks	5	\$84,480
	Sep-22	Portillo's Waterford Laites	7	598,560
		Backlogged Totala:	91	\$1,116,739
Proposed	Mar-23	Starbuoks (Shoppes at Alafaya Trak)	1	\$14,503
	<b>1</b>			\$0
				50
				SD
				- \$0
		Totata:	92	\$1,131,242