

# **Orange County Government**

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

## **Legislation Text**

File #: 25-609, Version: 1

#### **Interoffice Memorandum**

**DATE:** April 3, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

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

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

**PHONE**: (407) 836-5393

**DIVISION:** Roadway Agreement Committee

#### **ACTION REQUESTED:**

Approval and execution of Proportionate Share Agreement for N. Alafaya Trail Student Housing Alafaya Trail by and between New Life Church of God and Orange County for a proportionate share payment in the amount of \$3,316,213. District 5. (Roadway Agreement Committee)

PROJECT: N/A

#### **PURPOSE:**

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for N. Alafaya Trail Student Housing Alafaya Trail ("Agreement") by and between New Life Church of God and Orange County for a proportionate share payment in the amount of \$3,316,213. 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 10 deficient trips on the road segment of Alafaya Trail from Colonial Drive to Lake Underhill Road in the amount \$20,061 per trip, 71 deficient trips on the road segment of Alafaya Trail from Science Drive to Colonial Drive in the amount \$22,761 per trip, and 68 deficient trips on the road segment of Alafaya Trail from University Boulevard to Science Drive in the amount \$20,729 per trip.

The Roadway Agreement Committee recommended approval on March 12, 2025. The Specific

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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.

**BUDGET:** N/A

APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

BCC Mtg. Date: April 22, 2025

This instrument prepared by and after recording return to:

Mark D. Todd, Senior Pastor New Life Church of God 2820 N. Alafaya Trail Orlando, Florida 32826

Parcel ID Number: 15-22-31-0000-00-030

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

# PROPORTIONATE SHARE AGREEMENT FOR N. ALAFAYA TRAIL STUDENT HOUSING

#### **ALAFAYA TRAIL**

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 New Life Church of God, a Florida non-profit corporation ("Owner"), with its principal place of business at 2820 N. Alafaya Trail, Orlando, Florida 32826, 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 5, and the proceeds of the PS Payment, as defined herein, will be allocated to Alafaya Trail; and

WHEREAS, Owner intends to develop the Property as 595 student housing beds, referred to and known as N. Alafaya Trail Student Housing (the "**Project**"); and

WHEREAS, Owner received a letter from County dated May 13, 2024, stating that Owner's Capacity Encumbrance Letter ("CEL") application #23-04-030 for the Project was denied; and

WHEREAS, the Project will generate 10 deficient PM Peak Hour trips (the "Excess Trips 1") for the deficient roadway segment on Alafaya Trail from Colonial Drive to Lake Underhill

Road (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 71 deficient PM Peak Hour trips (the "Excess Trips 2") for the deficient roadway segment on Alafaya Trail from Science Drive to Colonial Drive (the "Deficient Segment 2"), and Zero (0) PM Peak Hour trips were available on Deficient Segment 2 on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, the Project will generate 68 deficient PM Peak Hour trips (the "Excess Trips 3") for the deficient roadway segment on Alafaya Trail from University Boulevard to Science Drive (the "Deficient Segment 3"), 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 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, 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 Three Million Three Hundred Sixteen Thousand Two Hundred Thirteen and 00/100 Dollars (\$3,316,213.00) (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 Three Million Three Hundred Sixteen Thousand Two Hundred Thirteen and 00/100 Dollars (\$3,316,213.00). 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 "N Alafaya Trail Student Housing Transportation Concurrency Analysis" prepared by Kimley-Horn and Associates, Inc., dated April, , 2023, for Fountain Residential Partners (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 4, 2023, and is on file and available for inspection with that division (CMS #2023030). 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.
- 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 Three Million Three Hundred Sixteen Thousand Two Hundred Thirteen and 00/100 Dollars (\$3,316,213.00) 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 (e) 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 credit for transportation impact fees due, 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: Mark D. Todd, Senior Pastor

New Life Church of God 2820 N. Alafaya Trail Orlando, Florida 32826

With copy to: Brent Little, President

Fountain Residential Partners 2626 Cole Avenue, Suite 620

Dallas, Texas 75204

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 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: Bymw. Brot

Jerry L. Demings Orange County Mayor

Date: 22 april 2025

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

By: Deputy Clerk

Print Name: DAVID ROONEY

WITNESSES:	"OWNER"
Muhasa Indem Signature of Witness	New Life Church of God, a Florida not for profit corporation
Print Name: Nickayla Souders  Mailing Address: 881 N. Alafaya Tr	By: Mass cold
Orlando, Fl 32828	Print Name: Mark D. Todd  Title: Senior Pastor
Signature of Witness	
Print Name: D'ego Medina	
Mailing Address: 81 N Alafaya Tr	
Orlando, Fl 32828	
STATE OF: Florida	
COUNTY OF: Orange	
The foregoing instrument was acknowledged or $\square$ online notarization, this $\underline{\square}$ day of $\underline{Fe}$ Senior Pastor of New Life Church of God, a Florenon-profit corporation, who $\square$ is personal Drivers License as identification.	rida not for profit corporation, on behalf of such ally known to me or A has produced
Print Note Note Note	Autury Lature of Notary Public  t Name: Mickayla Souders  ary Public, State of: Florida  amission Expires: 12-76-2026  (mm/dd/yyyy)

### Exhibit "A"

### "N. ALAFAYA TRAIL STUDENT HOUSING"

## **Project Location Map**



#### Exhibit "B"

#### "N. ALAFAYA TRAIL STUDENT HOUSING"

Parcel ID: 15-22-31-0000-00-030

## **Legal Description:**

A PARCEL OF LAND LOCATED IN SECTION 15, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING ALL THE LANDS CONVEYED BY DEED TO CHURCH OF GOD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4261, PAGE 3549, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALL OF WHICH LIES SOUTH AND EAST OF THE PLAT OF CAMBRIDGE CIRCLE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 128 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALL OF WHICH LIES IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15 AND A PORTION OF LOT 5, BLOCK "F", MORNINGSIDE SUBDIVISION (A.K.A. WYANDOTTE FARMS), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK O, PAGE 82 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15, ALONG THE WEST LINE OF SAID SECTION 15, S01°06'48"W, A DISTANCE OF 1319.43 FEET TO THE SOUTHWEST CORNER OF SAID CAMBRIDGE CIRCLE; THENCE DEPARTING THE WEST LINE OF SAID SECTION 15, ALONG THE SOUTH LINE OF SAID CAMBRIDGE CIRCLE, S89°36'28"W, A DISTANCE OF 773.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID CAMBRIDGE CIRCLE, S89°59'26"E, A DISTANCE OF 10.80 FEET TO THE SOUTHEAST CORNER OF LOT 19, OF SAID CAMBRIDGE CIRCLE; THENCE DEPARTING THE SOUTH LINE OF SAID CAMBRIDGE CIRCLE, ALONG THE EASTERLY LINE OF SAID CAMBRIDGE CIRCLE, N00°22'56"E, A DISTANCE OF 262.18 FEET TO THE SOUTHERLY LINE OF SAID CAMBRIDGE CIRCLE AND THE NORTHWEST CORNER OF A OUIT-CLAIM DEED, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3549, PAGE 1628, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: THENCE DEPARTING THE EASTERLY LINE OF SAID CAMBRIDGE CIRCLE, ALONG THE SOUTHERLY LINE OF SAID CAMBRIDGE CIRCLE AND ALONG THE NORTHERLY LINE OF SAID QUIT-CLAIM DEED, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3549, PAGE 1628, N89°56'48"E, A DISTANCE OF 488.00 FEET TO THE NORTHWEST CORNER OF PARCEL 128, A 10.00 FEET DEDICATED RIGHT-OF-WAY, AS PER OFFICIAL RECORDS BOOK 4057, PAGE 3156 AND OFFICIAL RECORDS BOOK 4082, PAGE 4518, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE WEST RIGHT-OF-WAY LINE OF N. ALAFAYA TRAIL (122.00' RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP OF STATE RD. NO. 434/ALAFAYA TRAIL, SECTION 75037-2501); THENCE DEPARTING THE SOUTHERLY LINE OF SAID CAMBRIDGE CIRCLE AND THE NORTHERLY LINE OF SAID OUIT-CLAIM DEED, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3549, PAGE 1628, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID N. ALAFAYA TRAIL, S00°27'11"W, A DISTANCE OF 271.26 FEET A POINT ALONG THE EASTERLY LINE OF A PORTION OF

VACATED RIGHT-OF-WAY OF LEGHORN STREET, AS DESCRIBED IN DEED BOOK 513, PAGE 203, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID N. ALAFAYA TRAIL, ALONG THE SOUTHERLY LINE OF SAID VACATED RIGHT-OF-WAY OF LEGHORN STREET THE FOLLOWING TWO (2) COURSES: 1) S52°52'55"W, A DISTANCE OF 26.88 FEET; 2) S89°58'56"W, A DISTANCE OF 477.19 FEET TO THE SOUTHWEST CORNER OF SAID VACATED RIGHT-OF-WAY OF LEGHORN STREET; THENCE DEPARTING THE SOUTHERLY LINE OF SAID VACATED RIGHT-OF-WAY OF LEGHORN STREET, ALONG THE WEST LINE OF SAID VACATED RIGHT-OF-WAY OF LEGHORN STREET, N00°26'49"E, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.219 ACRES (140239 SQUARE FEET) OF LAND, MORE OR LESS.

## Exhibit "C"

## "N. ALAFAYA TRAIL STUDENT HOUSING"

## **DEFICIENT SEGMENT 1**

Log of Project Contributions Alafaya Trail (Colonial Drive to Lake Underhill Road)

		Roi	adway I	Roadway Improvement Project Information	ent Projec	t Informa	tion				
Planned Improvement Roadway(s)	Limits of impro	Umits of improvement (From - To)	Segment Length	Adopted LOS	Edeting Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity	Total Project Cost	Cost/Trip	
Alafaya Trail	Colonial Dr	Lake Underhill Rd	1.43	E	3020	Widen from 6 to 8 lanes	4040	1020	\$29,641,462	\$29,061	
		3	County	County Share of Improvement	nproveme	ant					
Planned Improvement Roadway(s)	Limits of impro	Limits of improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility		
Alafaya Trall	Colonial Dr	Lake Underhill Rd	1.43	3	3020	123	4040	1020	\$15,721,599		
				Developer Share of Improvement	Share of I	mprovem	ent				
Planned improvement Roadway(s)	Limits of impro	Limits of improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost/Tr
Alafaya Trall	Colonial Dr	Lake Underhill Rd	1.43	3	3020	4040	1020	175	479	\$13,919,863	\$29,061

	Log of Project Contribut	ions	
Date	Project	Project Trips	Prop Share
May-24	Existing plus Committed	541	\$15,722,001
	Backlogged Totals:	541	\$15,722,001
May-24	N. Alafaya Trail student Housing	10	\$290,610
			0\$
			0\$
			0\$
	Totals:	551	\$16,012,611
	Date Existing May-24 May-24		Project Existing plus Committed  Backlogged Totals:  N. Alafaya Trail student Housing Totals:

## **DEFICIENT SEGMENT 2**

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

		Ro	adway l	Roadway Improvement Project Information	nt Projec	t Informat	tion				
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	Total Project Cost Cost / Trip	Cost/Trip	
Alafaya Trail	Science Dr	Colonial Dr	1.12	В	3020	Widen from 6 to 8 lanes	4040	1020	\$23,215,690	\$22,781	
		)	County (	County Share of Improvement	proveme	ent					
Planned Improvement Roadway(s)	Limits of Impro	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility		
Alafaya Trail	Science Dr	Colonial Dr	1.12	Е	3020	267	4040	1020	\$6,077,048		
				Developer Share of Improvement	Share of I	mprovem	ent				
Planned Improvement Roadway(s)	Limits of Impro	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/Tr
Alafaya Trail	Science Dr	Colonial Dr	1.12	Е	3020	4040	1020	267	753	\$17,138,642	\$22,781

Cost/T	\$22,78
Remaining Project Cost	\$17,138,642
apacity Increase for New Development	753
C Backlogged Trips	287
Capacity Increase	1020
Improved Generalized Capacity	4040
Existing II Generalized Go Capacity (	3020
Adopted LOS	В
Segment Length	1.12
mprovement (From - To)	Colonial Dr
Limits of Impro	Science Dr
ned Improvement Roadway(s)	ya Trail

		Log of Project Contributions	ions	
			Project	Prop
	Date	Project	Trips	Share
Existing Feb-19	Feb-19	Existing plus Committed	158	\$4,691,652
	Mar-20	Chabad at UCF	4	\$118,778
	May-20	Waterford Lakes Multifamily	8	\$178,164
	Jul-20	Banl and Fast Food at East 50	-	\$29,694
	Sep-20	Union at Collegiate Village- East	4	\$118,778
	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	2	\$64,745
	May-22	1737 N. Alafaya Trail	8	\$80,244
	May-22	Waterford Oaks	12	\$160,488
	Sep-22	Portillo's Waterford Lakes	6	\$120,388
	Mar-23	Starbucks Coffee Shop at Alafaya	4	\$53,496
	Aug-23	Fifty South Student Housing	8	\$106,992
	May-24	The Verve Student Housing	21	\$477,981
			757	¢c 704 420

## **DEFICIENT SEGMENT 3**

Log of Project Contributions Alafaya Trail (University Boulevard to Science Drive)

		Ϋ́οχ	adway I	Koadway Improvement Project Intormation	nt Projec	t Informa	tion			
anned Improvement Roadway(s)	Limits of Impro	ovement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost / Trip	Cost/Trip
-	University Blvd	Science Dr	1.02	В	3020	Widen from 6 to 8 lanes	4040	1020	\$21,142,861	\$20,729
		J	onnty	County Share of Improvement	proveme	ent				
nned Improvement Roadway(s)	Limits of Impro	ovement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility	
	University Blvd	Science Dr	1.02	Е	3020	108	4040	1020	\$2,238,656	
				Developer Share of Improvement	Share of	mprovem	ent			

ent	Limits of Impro	ovement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost / Trip	Cost / Trip
	University Blvd	Science Dr	1.02	В	3020	4040	1020	108	912	\$18,904,205	\$20,729
I											

	Log of Project Contributions	ions	
Date	Project	Project Trips	Prop Share
May-21	Existing plus Committed	38	\$462,840
May-21	Science Drive student Housing	14	\$170,520
May-22	Colliegiate Village Retail	80	\$97,440
Aug-23	Fifty South Student Housing	7	\$85,260
May-24	The Verve Student Hosuing	41	\$849,889
	Backlogged Totals:	108	\$1,665,949
May-24	N. Alafya Trail Student Housing	89	\$1,409,572
			0\$
			0\$
			\$0
	Totals:	176	\$3,075,521

	Log of Project Contributions	ions	
		Project	Prop
Date	Project	Trips	Share
May-21	Existing plus Committed	38	\$462,840
May-21	Science Drive student Housing	14	\$170,520
May-22	Colliegiate Village Retail	8	\$97,440
Aug-23	Fifty South Student Housing	7	\$85,260
May-24	The Verve Student Hosuing	41	\$849,889
	Backlogged Totals:	108	\$1,665,949
May-24	N. Alafya Trail Student Housing	89	\$1,409,572
			0\$
			0\$
			\$0
	Totals:	176	\$3,075,521