



Interoffice Memorandum

AGENDA ITEM

May 21, 2021

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

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

SUBJECT: June 22, 2021 – Consent Item
Proportionate Share Agreement for Waterford Lakes Town Center Golf
Alafaya Trail, Colonial Drive & Woodbury Road

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Waterford Lakes Town Center Golf Alafaya Trail, Colonial Drive & Woodbury Road ("Agreement") by and between Waterford Lakes Town Center LLC and Orange County for a proportionate share payment in the amount of \$327,826. 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 three deficient trips on the road segments Alafaya Trail from Science Drive to Colonial Drive in the amount of \$31,205 per trip, two deficient trips on the road segments Alafaya Trail from Lake Underhill Road to Curry Ford Road in the amount of \$18,180 per trip, two deficient trips on the road segments Colonial Drive from Woodbury Road to Lake Pickett Road in the amount of \$8,531 per trip, seven deficient trips on the road segments Woodbury Road from Lake Underhill Road to Waterford Lakes Parkway in the amount of \$13,670 per trip, and seven deficient trips on the road segments Woodbury Road from Waterford Lakes Parkway to Colonial Drive in the amount of \$12,157 per trip.

The Roadway Agreement Committee recommended approval on May 19, 2021. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5393.

ACTION REQUESTED: Approval and execution of Proportionate Share Agreement for Waterford Lakes Town Center Golf Alafaya Trail, Colonial Drive & Woodbury Road by and between Waterford Lakes Town Center LLC and Orange County for a proportionate share payment in the amount of \$327,826. District 4

JVW/HEGB/fb
Attachment

BCC Mtg. Date: June 22, 2021

This instrument prepared by:

Mohammed N. Abdallah
Traffic & Mobility Consultants LLC
3101 Maguire Blvd, Ste 265
Orlando, FL 32803

After recording return to:

Robert P. Demchak
Waterford Lakes Town Center LLC
111 Monument Cir, Ste 3500
Indianapolis, IN 46204

Parcel ID Number:

22-22-31-9010-01-000

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

**PROPORTIONATE SHARE AGREEMENT FOR
WATERFORD LAKES TOWN CENTER GOLF**

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 WATERFORD LAKES TOWN CENTER LLC, a Delaware limited liability company (“**Owner**”), whose principal place of business is 111 Monument Cir, Ste 3500, Indianapolis, IN 46204, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), whose address is P.O. Box 1393, Orlando, FL 32802-1393.

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

WHEREAS, the Property is located in County Commission District 4, and the proceeds of the PS Payment, as defined herein, will be allocated to Alafaya Trail, Colonial Drive and Woodbury Road; and

WHEREAS, Owner intends to develop the Property as a 9,472 square foot golf/entertainment complex (36-hole golf facility), referred to and known as Waterford Lakes Town Center Golf (the “**Project**”); and

WHEREAS, Owner received a letter from County dated March 22, 2021, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application #CEL-21-02-019 for the Project was denied; and

WHEREAS, the Project will generate three (3) 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 zero (0) PM Peak Hour trips were available on Deficient Segment 1 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate two (2) deficient PM Peak Hour trips (the “**Excess Trips 2**”) for the deficient roadway segment on Alafaya Trail from Lake Underhill Road to Curry Ford Road (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 two (2) deficient PM Peak Hour trips (the “**Excess Trips 3**”) for the deficient roadway segment on Colonial Drive from Woodbury Road to Lake Pickett Road (the “**Deficient Segment 3**”), and zero (0) PM Peak Hour trips were available on Deficient Segment 3 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate seven (7) deficient PM Peak Hour trips (the “**Excess Trips 4**”) for the deficient roadway segment on Woodbury Road from Lake Underhill Road to Waterford Lakes Parkway (the “**Deficient Segment 4**”), and zero (0) PM Peak Hour trips were available on Deficient Segment 4 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate seven (7) deficient PM Peak Hour trips (the “**Excess Trips 5**”) for the deficient roadway segment on Woodbury Road from Waterford Lakes Parkway to Colonial Drive (the “**Deficient Segment 5**”), and zero (0) PM Peak Hour trips were available on Deficient Segment 5 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS the Excess Trips 1, Excess Trips 2, Excess Trips 3, Excess Trips 4, and Excess Trips 5 shall be referred to herein collectively as the “**Excess Trips**”; and

WHEREAS, the Deficient Segment 1, Deficient Segment 2, Deficient Segment 3, Deficient Segment 4, and Deficient Segment 5 shall be referred to herein collectively as the “**Deficient Segments**”; and

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

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is three hundred twenty-seven thousand eight hundred twenty-six and 00/100 Dollars (\$327,826.00) (the “**PS Payment**”); and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between them as to the development of the Property into the Project.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between Owner and County, the receipt and sufficiency of which are hereby acknowledged, the parties hereto stipulate and agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. PS Payment; CEL.

(a) *Calculation of PS Payment:* The amount of the PS Payment for the Deficient Segments, as described in Exhibit "C," totals three hundred twenty-seven thousand eight hundred twenty-six and 00/100 Dollars (\$327,826.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trips will constitute the Project's impact on the aforementioned Deficient Segments based upon (i) Owner's Traffic Study titled "WATERFORD LAKES TOWN CENTER GOLF" prepared by TRAFFIC & MOBILITY CONSULTANTS LLC, dated January 18, 2021 for WATERFORD LAKES TOWN CENTER 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 March 15, 2021 and is on file and available for inspection with that division (CMS #2021019). Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within Orange County's jurisdiction, notwithstanding any subsequent variance in the actual cost of improvement to the Deficient Segments or actual traffic impacts created by the Project; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2(d) below. Owner and County further acknowledge and agree that the calculation of, and agreement regarding, the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement.

(b) *Timing of PS Payment, Issuance of CEL.* Within ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of three hundred twenty-seven thousand eight hundred twenty-six and 00/100 Dollars (\$327,826.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Planning, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, if the Property's future land use designation and zoning are consistent with the Project's proposed development, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segments. Within the time frame provided in the CEL, the Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial

capacity reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within ninety (90) days of the Effective Date, one extension of ninety (90) days may be granted by the manager of County's Transportation Planning Division. In the event Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, this Agreement shall become null and void.

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

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

(e) *Satisfaction of Transportation Improvement Requirements.* County hereby acknowledges and agrees that upon Owner's payment of the PS Payment as required herein, and absent any change in the Project increasing the number of trips as set forth in subparagraph 2(d) above, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether the improvements to the Deficient Segments are actually constructed; provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Additionally, nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, and/or Orange County Code provisions or from making the required payment of transportation impact fees applicable to the Project, subject to credits as set forth in Section 3 below.

Section 3. Transportation Impact Fee Credits. County and Owner agree that Owner shall be entitled to receive transportation impact fee credits on a dollar for dollar basis in an amount up to but not exceeding the PS Payment in accordance with Section 163.3180, Florida Statutes, and as specifically described in Exhibit "C." County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owner shall not be

entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees.

Section 4. No Refund. The PS Payment (including any capacity reservation fees paid with the PS Payment) is non-refundable.

Section 5. Notice. With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

As to Owner: Waterford Lakes Town Center LLC
c/o Washington Prime Group, Inc.
111 Monument Circle, Suite 3500
Indianapolis, Indiana 46204

As to County: Orange County Administrator
P. O. Box 1393
Orlando, Florida 32802-1393

With copy to: Orange County Planning, Environmental, and Development
Services Department
Manager, Fiscal and Operational Support Division
201 South Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Orange County Planning, Environmental, and Development
Services Department
Manager, Transportation Planning Division
4200 South John Young Parkway
Orlando, Florida 32839

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

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

Section 7. Recordation of Agreement. The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business days after the Effective Date.

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

Section 9. Specific Performance. County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Section 10. Attorney Fees. In the event either party hereto brings an action or proceeding including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.

Section 11. Construction of Agreement; Severability. Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

Section 12. Amendments. No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing and formally executed by all of the parties.

Section 13. Termination. In the event either (i) Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, as contemplated in Subsection 2(b), or (ii) Owner has timely paid the PS Payment to County and the Project has been constructed on the Property pursuant to a County building permit, this Agreement shall automatically terminate and thereafter be null and void for all purposes.

Section 14. Counterparts. This Agreement may be executed in up to three (3) counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

Proportionate Share Agreement, Waterford Lakes Town Center Golf
Waterford Lakes Town Center LLC for Alafaya Trail, Colonial Drive and Woodbury Road, 2021

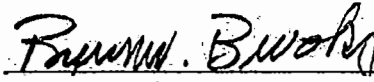
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by
their respective duly authorized representatives on the dates set forth below.

“COUNTY”

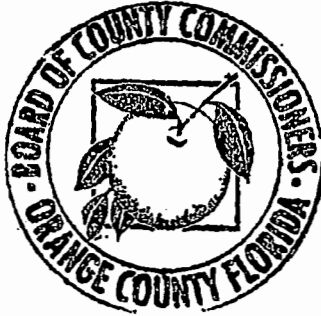
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners


By:


for Jerry L. Demings
Orange County Mayor

Date: June 22, 2021



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

By: 
Deputy Clerk

Print Name: Katie Smith

WITNESSES:

Tracy L. Reinhold

Print Name: Tracy L. Reinhold

Ryan Van de Borch

Print Name: Ryan Van de Borch

"OWNER"

WATERFORD LAKES TOWN CENTER
LLC, a Delaware limited liability company

By: Robert P. Demchak

Print Name: Robert P. Demchak

Title: Executive Vice President

Date: May 4, 2021

**STATE OF INDIANA
COUNTY OF MARION**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th day of May, 2021 by Robert P. Demchak, as Executive Vice President of WATERFORD LAKES TOWN CENTER LLC, a Delaware limited liability company. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of May, 2021.

Vivian A. Lobb

NOTARY PUBLIC

Print Name: Vivian A. Lobb

My Commission Expires: May 18, 2022

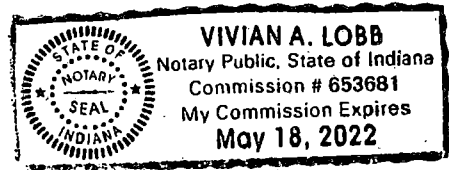


Exhibit "A"
"WATERFORD LAKES TOWN CENTER GOLF"
Project Location Map

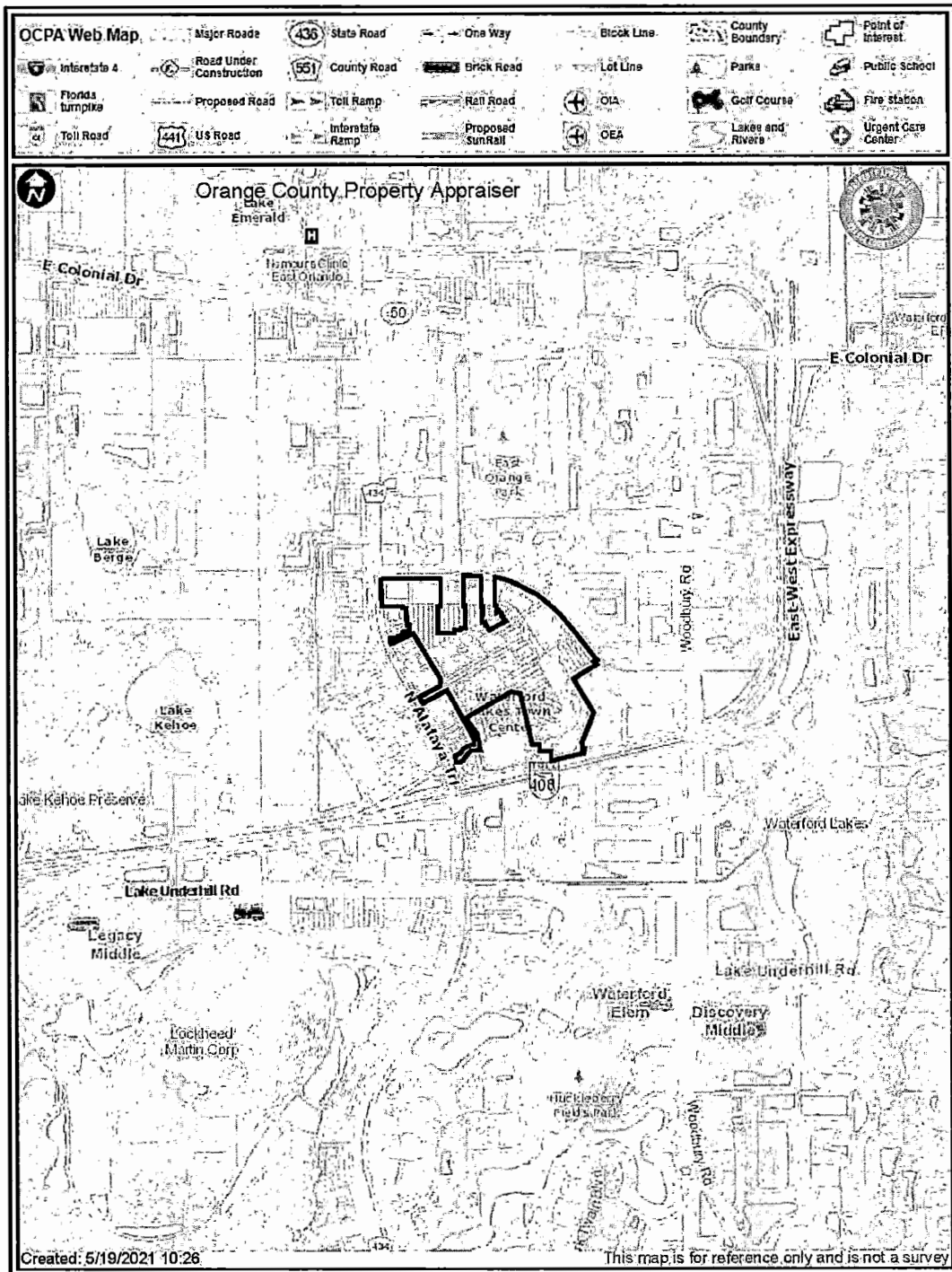


Exhibit "B"

"WATERFORD LAKES TOWN CENTER GOLF"

Parcel ID: 22-22-31-9010-01-000

Legal Description:

SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA AND DESCRIBED AS FOLLOWS:

PARCEL 1, AND TRACTS A, B, AND C, WATERFORD LAKES TOWN CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 42, PAGE 109, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;

LESS AND EXCEPT ANY PORTION THEREOF CONVEYED TO REALTY INCOME CORPORATION, DOING BUSINESS IN FLORIDA AS REALTY INCOME PROPERTIES, INC. (LA FITNESS), BY VIRTUE OF THAT CERTAIN SPECIAL WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 06687, PAGE 4563, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;

ALSO LESS AND EXCEPT ANY PORTION THEREOF CONVEYED TO AWL, LLC (ASHLEY FURNITURE), BY VIRTUE OF THAT CERTAIN WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 06729, PAGE 3173, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Exhibit "C"

"WATERFORD LAKES TOWN CENTER GOLF"

DEFICIENT SEGMENT 1

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

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Alafaya Trail	Science Dr	Colonial Dr	1.12	E	3020	Widen from 6 to 8 lanes	4040	1020	\$31,205,020	\$31,205

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Alafaya Trail	Science Dr	Colonial Dr	1.12	E	3020	181	4040	1020	\$5,648,092

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Alafaya Trail	Science Dr	Colonial Dr	1.12	E	3020	4040	1020	181	839	\$26,180,937	\$31,205

Updated: 4/29/21

Log of Project Contributions

	Date	Project	Project Trips	Prop Share	
Existing	Feb-19	Existing plus Committed	158	\$4,691,652	
	Mar-20	Chabad at UCF	4	\$118,776	
	May-20	Waterford Lakes Multifamily	6	\$178,164	
	Jul-20	Bank 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	
	Backlogged Totals:			181	\$5,376,125
		Apr-21	Waterford Lakes Town Center Golf	3	\$93,615
				\$0	
				\$0	
				\$0	
Totals:			184	\$5,469,740	

DEFICIENT SEGMENT 2

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

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Alafaya Trail	Lake Underhill Rd	Curry Ford Rd	0.87	E	2000	Widen from 4 to 6 lanes	3020	1020	\$18,180	\$18,180

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Alafaya Trail	Lake Underhill Rd	Curry Ford Rd	0.87	E	2000	53	3020	1020	\$963,522

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Alafaya Trail	Lake Underhill Rd	Curry Ford Rd	0.87	E	2000	3020	1020	53	967	\$17,579,729	\$18,180

Updated: 4/16/21

Log of Project Contributions				
	Date	Project	Project Trips	Prop Share
Existing	Feb-19	Existing plus Committed	52	\$899,548
	Mar-20	Gardens at Waterford Lakes	1	\$18,180
		Backlogged Totals:	53	\$917,728
Proposed	Apr-21	Waterford Lakes Town Center Golf	2	\$36,360
				\$0
				\$0
				\$0
				\$0
		Totals:	55	\$954,088

DEFICIENT SEGMENT 3

Log of Project Contributions
Colonial Drive (Woodbury Road to Lake Pickett Road)

Updated: 4/16/21

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Colonial Dr	Woodbury Rd	Lake Pickett Rd	0.76	E	3020	Widen from 6 to 8 lanes	4040	1020	\$3,700,939	\$8,531

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Colonial Dr	Woodbury Rd	Lake Pickett Rd	0.76	E	3020	564	4040	1020	\$4,811,117

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Colonial Dr	Woodbury Rd	Lake Pickett Rd	0.76	E	3020	4040	1020	564	456	\$3,889,839	\$8,531

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Jun-18	Existing plus Committed	356	\$1,817,024
	Mar-17	Lake Pickett Apt	86	\$438,944
	Mar-17	Cube Smart Storage Facility	7	\$35,728
	Jun-17	CTI Building #300	1	\$9,785
	Jan-18	Woodbury Plaza	5	\$36,455
	Jan-18	Park Square Plaza	43	\$313,513
	Jun-18	Bonneville Drive Properties Office	1	\$7,996
	Aug-18	Lake Pickett ER	9	\$71,964
	Aug-18	Lake Pickett Center Parcel 1	28	\$223,888
	Jan-19	Woodsprings Suites	19	\$151,544
	Jun-19	Caliber Collision	2	\$15,952
	Aug-19	Dr. Mole Vet Office	1	\$7,976
	May-20	Waterford Lakes Multifamily	3	\$22,149
	Jul-21	Bank and Fast Food at 50	1	\$7,383
	Feb-21	Chase Bank at Waterford Lakes	2	\$16,740
			Backlogged Totals:	564
Proposed	Apr-21	Waterford Lakes Town Center Golf	2	\$17,062
				\$0
				\$0
				\$0
				\$0
		Totals:	566	\$3,194,103

DEFICIENT SEGMENT 4

Log of Project Contributions

Woodbury Road (Lake Underhill Drive to Waterford Lakes Parkway)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Woodbury Rd	Lake Underhill Rd	Waterford Lakes Pkwy	0.73	E	880	Widen from 2 to 4 lanes	2000	1120	\$15,310,116	\$13,670

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Woodbury Rd	Lake Underhill Rd	Waterford Lakes Pkwy	0.73	E	880	63	2000	1120	\$861,194

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Woodbury Rd	Lake Underhill Rd	Waterford Lakes Pkwy	0.73	E	880	2000	1120	63	1057	\$14,448,922	\$13,670

Updated: 4/16/21

Log of Project Contributions

	Date	Project	Project Trips	Prop. Share
Existing	Sep-13	Existing plus Committed	45	\$585,834
	Sep-13	Town Park Outparcel	2	\$26,038
	Nov-13	Sailormen's Popeye's	1	\$13,019
	Feb-14	Town Park Multi-Family	2	\$26,038
	Feb-18	Park Square Plaza aka Cricket Club	3	\$37,530
	May-20	Waterford Lakes Multifamily	6	\$82,020
	Jun-20	Gardens @Waterford Lakes	4	\$54,680
			Backlogged Totals:	63
Proposed	Apr-21	Waterford Lakes Town Center Golf	7	\$95,690
				\$0
				\$0
				\$0
				\$0
		Totals:	70	\$920,849

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Woodbury Rd	Waterford Lakes Pkwy	Colonial Dr	0.77	E	800	Widen from 2 to 4 lanes	1700	900	\$10,941,229	\$12,157

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Woodbury Rd	Waterford Lakes Pkwy	Colonial Dr	0.77	E	800	217	1700	900	\$2,638,052

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Woodbury Rd	Waterford Lakes Pkwy	Colonial Dr	0.77	E	800	1700	900	217	683	\$8,303,177	\$12,157

Updated: 4/16/21

Log of Project Contributions

	Date	Project	Project Trips	Prop Share	
Existing	Sep-13	Existing plus Committed	121	\$814,451	
	Sep-13	Town Park Outparcel	2	\$13,462	
	Nov-13	Sailormen's Popeye's	4	\$26,924	
	Feb-14	Town Park Multi-Family	3	\$20,193	
	Oct-18	Waterford Oaks Phase 1	3	\$20,193	
	Oct-18	Waterford Oaks Phase II	26	\$175,015	
	Oct-15	7-Eleven Development	2	\$13,464	
	Apr-17	Storage Facility	1	\$8,816	
	Apr-17	Lake Pickett MFU	11	\$96,976	
	Feb-18	Park Square Plaza aka Cricket Club	3	\$26,448	
	Aug-18	Lake Pickett ER	1	\$10,145	
	Aug-18	Lake Pickett Center Parcel 1	2	\$20,290	
	Jan-19	Woodsprings Suites	4	\$41,660	
	May-20	Waterford Lakes Multifamily	31	\$358,608	
	Jun-20	Gardens @ Waterford Lakes	2	\$23,136	
	Jul-21	Bank and Fast Food at 50	1	\$11,568	
			Backlogged Totals:	217	\$1,246,377
	Proposed	Apr-21	Waterford Lakes Town Center Golf	7	\$85,099
					\$0
				\$0	
				\$0	
			Totals:	224	\$1,331,476

Woodbury Road (Waterford Lakes Parkway to Colonial Drive)
Log of Project Contributions

DEFICIENT SEGMENT 5

Proportionate Share Agreement, Waterford Lakes Town Center Golf
Waterford Lakes Town Center LLC for Alafaya Trail, Colonial Drive and Woodbury Road, 2021