




Interoffice Memorandum

May 17, 2023

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

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

SUBJECT: June 20, 2023 – Consent Item
Proportionate Share Agreement for Portillo's Waterford Lakes
Alafaya Trail and Woodbury Road

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Portillo's Waterford Lakes Alafaya Trail and Woodbury Road ("Agreement") by and between Pearlman Enterprises, Inc. and Orange County for a proportionate share payment in the amount of \$420,773. 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 six deficient trips on the road segment of Alafaya Trail from Lake Underhill Road to Curry Ford Road in the amount of \$18,898 per trip, nine deficient trips on the road segment of Alafaya Trail from Science Drive to Colonial Drive in the amount of \$13,374 per trip, seven deficient trips on the road segment of Woodbury Road from Waterford Lakes Parkway to Colonial Drive in the amount of \$12,637 per trip, and seven deficient trips on the road segment of Woodbury Road from Lake Underhill Road to Waterford Lakes Parkway in the amount of \$14,080 per trip.

The Roadway Agreement Committee recommended approval on May 17, 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 Portillo's Waterford Lakes Alafaya Trail and Woodbury Road by and between Pearlman Enterprises, Inc. and Orange County for a proportionate share payment in the amount of \$420,773. District 4

JVW/NC/js
Attachment

BCC Mtg. Date: June 20, 2023

This instrument prepared by
and after recording return to:

Mohammed N. Abdallah, PE
Traffic & Mobility Consultants LLC
3101 Maguire Boulevard, Suite 265
Orlando, Florida 32803

Parcel ID Number:

22-22-31-9010-05-010

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

**PROPORTIONATE SHARE AGREEMENT FOR
PORTILLO'S WATERFORD LAKES**

ALAFAYA TRAIL AND 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 PEARLMAN ENTERPRISES, INC., a Florida corporation (“**Owner**”), with a principal place of business at 3900 Neptune Drive, Orlando, Florida 32804, 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 and Woodbury Road; and

WHEREAS, Owner intends to develop the Property as a 7,800 square foot fast food restaurant with drive through, referred to and known as Portillo’s Waterford Lakes (the “**Project**”); and

WHEREAS, Owner received a letter from County dated October 17, 2022, stating that Owner's Capacity Encumbrance Letter ("CEL") application #CEL-22-09-093 for the Project was denied; and

WHEREAS, the Project will generate six (6) deficient PM Peak Hour trips (the "**Excess Trips 1**") for the deficient roadway segment on Alafaya Trail from Lake Underhill Road to Curry Ford 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 nine (9) 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 seven (7) deficient PM Peak Hour trips (the "**Excess Trips 3**") for the deficient roadway segment on Woodbury Road from Waterford Lakes Parkway to Colonial Drive (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"; 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"; and

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

WHEREAS, the Deficient Segment 1, Deficient Segment 2, Deficient Segment 3, and Deficient Segment 4 shall be 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 four hundred twenty thousand seven hundred seventy-three and 00/100 Dollars (\$420,773.00) (the "**PS Payment**"); and

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

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

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

Section 2. PS Payment; CEL.

(a) *Calculation of PS Payment:* The amount of the PS Payment for the Deficient Segments, as described in Exhibit "C", totals four hundred twenty thousand seven hundred seventy-three and 00/100 Dollars (\$420,773.00). 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 "Portillo's – Waterford Lakes" prepared by Traffic & Mobility Consultants LLC, dated March 2022 for Portillo's Hot Dogs, 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 September 22, 2022 and is on file and available for inspection with that division (CMS #2022093). 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 four hundred twenty thousand seven hundred seventy-three and 00/100 Dollars (\$420,773.00) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Planning, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, if the Property's future land use designation and zoning are consistent with the Project's

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

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

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

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

avoidance of doubt, nothing herein is intended to, nor shall constitute, prepayment of any densities and/or intensities of development or of any development program.

Section 3. Transportation Impact Fee Credits. County and Owner agree that 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: Craig S. Pearlman, DPST
Pearlman Enterprises, Inc.
3900 Neptune Drive
Orlando, Florida 32804

With copy to: Susan B. Shelton, GCS
Portillo's Hot Dogs, LLC
2001 Spring Road, Suite 400
Oak Brook, Illinois 60523

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

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

Orange County Planning, Environmental, and Development
Services Department
Manager, Transportation Planning Division
4200 South John Young Parkway, 2nd Floor
Orlando, Florida 32839

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

Section 6. Covenants Running with the Property. This Agreement shall be binding 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.

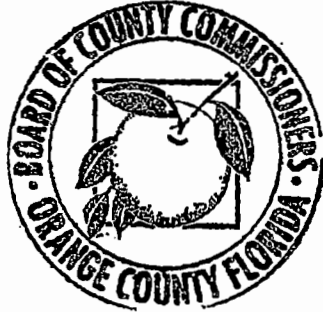
Section 13. Termination. In the event either (i) Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, as contemplated in Subsection 2(b), or (ii) Owner has timely paid the PS Payment to County and the Project has been constructed on the Property and 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 three (3) 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, Portillo's Waterford Lakes
Pearlman Enterprises, Inc. for Alafaya Trail and 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

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

Date: June 20, 2023

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

By: *Jennifer Lara-Klimetz*
Deputy Clerk

Print Name: Jennifer Lara-Klimetz

WITNESSES:

Wendy Weakley

Print Name: Wendy Weakley

Loumarie Cobb

Print Name: Loumarie Cobb

"OWNER"

PEARLMAN ENTERPRISES, INC., a
Florida corporation

By: Craig S. Pearlman

Print Name: Craig S. Pearlman

Title: Director, President, Secretary, and
Treasurer

STATE OF: Florida
COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 5th day of May, 2023, by Craig S. Pearlman, as
Director, President, Secretary, and Treasurer of PEARLMAN ENTERPRISES, INC., a Florida
corporation, on behalf of such corporation, who is personally known to me or has produced
_____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day
of May, 2023.

(Notary Stamp)



NOEL D. KOHR
Commission # HH 163324
Expires October 7, 2025
Bonded Thru Budget Notary Services

Noel D. Kohr

Signature of Notary Public
Print Name: NOEL D. KOHR

Notary Public, State of: Fla. dc.

Commission Expires: 10/07/2025

(mm/dd/yyyy)

**JOINDER AND CONSENT TO
"PORTILLO'S WATERFORD LAKES"**

PORTILLO'S HOT DOGS, LLC, a Delaware limited liability company, (the "Applicant") hereby joins in and consents to the above Proportionate Share Agreement (the "Mitigation") for Portillo's Waterford Lakes (the "Agreement"), for itself and on behalf of any affiliate of PORTILLO'S HOT DOGS, LLC that received an assignment of the Agreement, and further agrees to comply with the conditions and procedure to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Mitigation under this Agreement.

WITNESSES:

X *Nick Scarpino*
Print Name: Nick Scarpino
Leslie J Ruttenberg
Print Name: Leslie J Ruttenberg

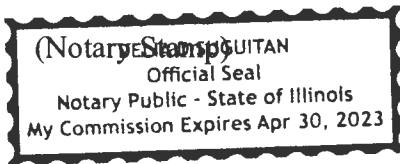
"APPLICANT"

PORTILLO'S HOT DOGS, LLC, a Delaware limited liability company
By: *Susan B. Shelton*
Print Name: Susan B. Shelton
Title: General Counsel and Secretary
Date: 4/28/2023

STATE OF: ILLINOIS
COUNTY OF: DU PAGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of April, 2023, by Susan B. Shelton, as General Counsel and Secretary of PORTILLO'S HOT DOGS, LLC, a Delaware limited liability company, on behalf of such company, who is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of April, 2023.



Delia D. Suguitan
Signature of Notary Public
Print Name: DELIA D. SUGUITAN
Notary Public, State of: ILLINOIS
Commission Expires 4-30-23

Exhibit "A"
"PORTILLO'S WATERFORD LAKES"

Project Location Map



Exhibit "B"

"PORTILLO'S WATERFORD LAKES"

Parcel ID: 22-22-31-6010-05-010

Legal Description:

PARCEL I

Lot 5A, WATERFORD LAKES TOWN CENTER, according to the plat thereof, recorded in Plat Book 42, Pages 109 and 110, Public Records of Orange County, Florida.

PARCEL II

TOGETHER WITH: Non-Exclusive Easement(s) as set forth and created by that certain Operation and Easement Agreement recorded in Official Records Book 5674, Page 4686, Public Records of Orange County, Florida, over, under and across the lands described therein.

PARCEL III

TOGETHER WITH: Non-Exclusive Easement(s) as set forth and created by that certain Covenants, Conditions and Restrictions Agreement Outlots LL/03 and LL 04 Waterford Lakes Town Center recorded in Official Records Book 6050, page 2852, Public Records of Orange County, Florida, over, under and across the lands described therein.

Exhibit "C"

"PORTILLO'S WATERFORD LAKES"

DEFICIENT SEGMENT 1

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	\$19,275,000	\$18,900

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	71	3020	1020	\$1,341,702

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	71	949	\$17,933,451	\$18,900

Updated: 9/23/22

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Feb-19	Existing plus Committed	62	\$899,548
	Mar-20	Gardens @ Waterford Lakes	1	\$16,898
	Mar-21	Waterford Lakes Golf	2	\$37,796
	Mar-21	OC Utility Operation Center East	4	\$75,592
	May-22	Waterford Oaks	12	\$226,778
		Backlogged Totals:	71	\$1,258,810
Proposed	Feb-23	Portillo's Waterford Lakes	6	\$113,368
				\$0
				\$0
				\$0
				\$0
		Totals:	77	\$1,371,998

Exhibit "C"

"PORTILLO'S WATERFORD LAKES"

DEFICIENT SEGMENT 2

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 8 to 8 lanes	4040	1020	\$12,541,000	\$12,574

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	225	4040	1020	\$3,009,084

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	225	795	\$10,812,025	\$12,574

Updated: 9/23/22

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	Bani 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	Science Drive Student Housing	18	\$226,279	
	Feb-22	Carl Black Chevrolet	5	\$64,745	
	May-22	1737 N. Alafaya Trail	6	\$80,244	
	May-22	Waterford Oaks	12	\$160,488	
			Backlogged Totals:	225	\$6,344,920
	Proposed	Sep-22	Portillo's Waterford Lakes	9	\$120,366
				\$0	
				\$0	
				\$0	
		Totals:	234	\$6,465,286	

Exhibit "C"

"PORTILLO'S WATERFORD LAKES"

DEFICIENT SEGMENT 3

Log of Project Contributions

Woodbury Road (Waterford Lakes Parkway 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
Woodbury Rd	Waterford Lakes Pkwy	Colonial Dr	0.77	E	800	Widen from 2 to 4 lanes	1700	900	\$12,637	\$12,637

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	255	1700	900	\$3,232,372

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	255	645	\$8,150,706	\$12,637

Updated: 9/23/22

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 I	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 Expired	4	\$41,660
	May-20	Waterford Lakes Multifamily	31	\$358,608
	Jun-20	Gardens @ Waterford Lakes	2	\$23,136
	Jul-20	Bank and Fast Food at 50	1	\$11,568
	Apr-21	Waterford Lakes Golf	7	\$85,099
	Jun-21	Lone Palm Reserve	2	\$24,314
	Jun-21	Woodsprings Suites (Updated from Expired)	5	\$60,795
	Dec-21	Toll Brothers Student Housing	15	\$189,555
	May-22	Waterford Oaks	6	\$75,822
	May-22	Hancock Lone Palm Townhomes	3	\$37,911
			Backlogged Totals:	255
Proposed	Sep-22	Portillo's Waterford Lakes	7	\$88,459
				\$0
				\$0
				\$0
		Totals:	262	\$2,243,294

Exhibit "C"

"PORTILLO'S WATERFORD LAKES"

DEFICIENT SEGMENT 4

Log of Project Contributions

Woodbury Road (Lake Underhill Road 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	\$15,769,418	\$14,080

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	84	2000	1120	\$1,182,706

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	84	1036	\$14,586,712	\$14,080

Updated: 9/23/22

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	Sailor'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	8	\$82,020
	May-20	Gardens @ Waterford Lakes	4	\$54,880
	Apr-21	Waterford Lakes Golf	7	\$95,680
	Jun-21	Lone Palm Reserve	2	\$27,340
	Jun-21	Woodsprings Suites (Updated from Expired)	1	\$13,870
	Dec-21	Tall Brother Student Housing	5	\$70,400
	May-22	Waterford Oaks	6	\$84,480
			Backlogged Totals:	84
Proposed	Sep-22	Portillo's Waterford Lakes	7	\$98,560
				\$0
				\$0
				\$0
				\$0
		Totals:	91	\$1,216,299