



Interoffice Memorandum

December 15, 2023

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

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

Handwritten signature of Joseph C. Kunkel in black ink.

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

Handwritten signature of Jon V. Weiss in black ink.

PHONE NUMBER: (407) 836-5393

SUBJECT: **January 9, 2024 – Consent Item**
Proportionate Share Agreement for Hamlin North Lot A Restaurant
Avalon Road/CR 545

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Hamlin North Lot A Restaurant Avalon Road/CR 545 ("Agreement") by and between Hamlin Retail Partners North, LLC and Orange County for a proportionate share payment in the amount of \$83,345. 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, which incorporated language directly from the aforementioned Florida Statute, follows the recommendation of the Roadway Agreement Committee providing for the mitigation of road impacts for one deficient trip on the road segment of Avalon Road/CR 545 from Malcom Road to Tilden Road in the amount of \$37,610 per trip, one deficient trip on the road segment of Avalon Road/CR 545 from New Independence Parkway to Malcom Road in the amount of \$18,053 per trip, and two deficient trips on the road segment of Avalon Road/CR 545 from Porter Road to New Independence Parkway in the amount of \$13,841 per trip.

This project is located in the Town Center Village of Horizon West and is subject to the Town Center East Road Network Agreement approved by the Board on December 11, 2011, as amended. Pursuant to the 2011 agreement, trips in excess of the authorized amount may be processed consistent with the County's concurrency ordinance. The project impacts a deficient segment of Avalon Road/CR 545 and requires a proportionate share payment as mitigation. The particular segment of Avalon Road is a partnership project addressed under the Town Center West (Silverleaf) Road Network Agreement approved by the Board on September 1, 2020, and amended on July 13, 2021. While a typical proportionate share agreement would have the payment come to the County, this Agreement provides that the mitigation payment be delivered to the escrow agent managing the partnership dollars for the Avalon Road project and will be subject to the Amended and Restated Town Center West (Silverleaf) Escrow Agreement for receipt of additional funds as authorized by the County for the completion of Avalon Road/CR 545 improvements. This Agreement also directs any additional impact fee payments for the project to the escrow agent to accelerate the Avalon Road improvements.

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Proportionate Share Agreement for Hamlin North Lot A Restaurant Avalon Road/CR 545

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The Roadway Agreement Committee recommended approval on October 25, 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 Hamlin North Lot A Restaurant Avalon Road/CR 545 by and between Hamlin Retail Partners North, LLC and Orange County directing both the proportionate share payment in the amount of \$83,345 and future transportation impact fee payments that may be associated with the project to be utilized towards the completion of Avalon Road/CR 545 improvements pursuant to the Amended and Restated Escrow Agreement for Town Center West (Silverleaf). District 1**

JCK/JVW/nc

Attachments

BCC Mtg. Date: January 9, 2024

This instrument prepared by
and after recording return to:

James G. Willard, Esq.
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

Parcel ID Number: 17-23-27-2714-01-001 (a portion of)

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

**PROPORTIONATE SHARE AGREEMENT FOR
HAMLIN NORTH LOT A RESTAURANT**

AVALON ROAD/CR 545

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 HAMLIN RETAIL PARTNERS NORTH, LLC, a Florida limited liability company (“**Owner**”), with its principal place of business at 14422 Shoreside Way, Suite 130, Winter Garden, Florida 34787 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 1, within the Town Center of Horizon West, and the proceeds of the PS Payment, as defined herein, will be allocated to Avalon Road/CR 545; and

WHEREAS, Owner intends to develop the Property as a 5,000 Sq. Ft. High Turnover Sit Down Restaurant referred to and known as Hamlin North Lot A Restaurant (the “**Project**”); and

WHEREAS, Owner received a letter from County dated August 1, 2023, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application # CEL-23-02-009 for the Project was denied; and

WHEREAS, the Project will generate one deficient PM Peak Hour trip (the “**Excess Trip 1**”) for the deficient roadway segment on Avalon Road/CR 545 from Malcom Road to Tilden Road (the “**Deficient Segment 1**”), and zero 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 one deficient PM Peak Hour trip (the “**Excess Trip 2**”) for the deficient roadway segment on Avalon Road/CR 545 from New Independence Parkway to Malcom Road (the “**Deficient Segment 2**”), and zero PM Peak Hour trips were available on the Deficient Segment 2 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

WHEREAS, the Project will generate two deficient PM Peak Hour trips (the “**Excess Trips 3**”) for the deficient roadway segment on Avalon Road/CR 545 from Porter Road to New Independence Parkway to (the “**Deficient Segment 3**”), and zero PM Peak Hour trips were available on Deficient Segment 3 on the date the CEL was denied, as further described in **Exhibit “C**” attached hereto and incorporated herein; and

WHEREAS the Excess Trip 1, Excess Trip 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 Eighty-Three Thousand Three Hundred Forty-Five and 00/100 Dollars (\$83,345.00) 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 Eighty-Three Thousand Three Hundred Forty-Five and 00/100 Dollars (\$83,345.00). 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 “Hamlin North Lot A Restaurant” prepared by VHB, dated May 2023 for Owner (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 August 27, 2023, and is on file and available for inspection with that division (CMS #2023009). 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 any improvements to the Deficient Segments or actual 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.* No later than ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of the PS Payment. The check shall be made payable to “Shutts & Bowen LLP Escrow Account” and shall be delivered to the Fiscal and Operational Support Division of the Orange County Planning, Environmental, and Development Services Department for acknowledgment of receipt and transmittal to Shutts & Bowen LLP for deposit into the Town Center West (Silverleaf) Road Network Agreement escrow account maintained by Shutts & Bowen LLP, as “**Escrow Agent**” pursuant to the Escrow Agreement for the Town Center West (Silverleaf) Road Network Agreement (the “**Escrow Agreement**”) approved by the Orange County Board of County Commissioners on September 1, 2020, and amended on July 13, 2021. The County hereby determines that because the improvement of Avalon Road/CR 545 is an objective of the Town Center West (Silverleaf) Road Network Agreement approved by the County Board of County Commissioners on September 1, 2020, recorded at Document No. 20200467436, as amended by that certain First Amendment

recorded July 20, 2021, at Document No. 20210435632, Public Records of Orange County, Florida (the “**Road Agreement**”), it is in the best interest of the County to accelerate improvement of Avalon Road/CR 545 by directing the PS Payment to Escrow Agent to be held and disbursed as part of the “**Escrowed Funds**” in accordance with, and as defined in, the Escrow Agreement and the Road Agreement. 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 after the Effective Date, one extension of ninety (90) additional days may be granted by the manager of County’s Transportation Planning Division. In the event Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, this Agreement shall become null and void.

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

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

(e) *Satisfaction of Transportation Improvement Requirements.* County hereby acknowledges and agrees that upon Owner’s payment of the PS Payment as required herein, and absent any change or modification to the Project as set forth in Subsection 2(d) above, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County’s jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether improvements to the Deficient Segments are actually constructed; provided, however, Owner shall

be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Additionally, nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, rules, regulations, and/or Orange County Code provisions or from making the required payment of transportation and other impact fees applicable to the Project, subject to any credits as set forth in Section 3 below. For avoidance of doubt, nothing herein is intended to, nor shall, constitute prepayment of any densities and/or intensities of development or of any development program.

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

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

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

As to Owner: Hamlin Retail Partners East, LLC
Attn: Scott T. Boyd
14422 Shoreside Way, Suite 130
Winter Garden, Florida 34787

With copy to: Shutts & Bowen LLP
Attn: James G. Willard, Esquire
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

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

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

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

Orange County
Public Works 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.

Section 15. Allocation of Project Transportation Impact Fees. To further enable and accelerate improvement of the Deficient Segments, Owner shall pay any transportation impact fee due at the time of Project development (unless such obligation is satisfied by the use of transportation impact fee credits) by check in the amount of such required transportation impact fee (less appropriate credit for the PS Payment) payable to "Shutts & Bowen LLP Escrow Account" and delivered to the Orange County Transportation Planning Division for

acknowledgement of receipt and transmittal to Escrow Agent for deposit into the Town Center West (Silverleaf) Road Network Agreement Escrow Account maintained by Escrow Agent pursuant to the Escrow Agreement.

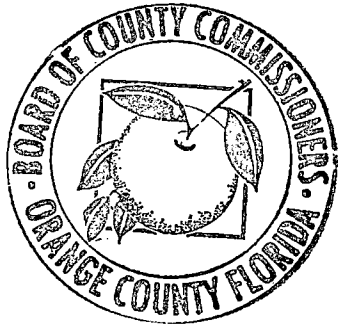
Section 16. Disposition of Excess Escrowed Funds. Notwithstanding anything herein or in the Escrow Agreement to the contrary, in the event there are Escrowed Funds still held by Escrow Agent pursuant to the Escrow Agreement after completion of all authorized Improvements, as defined in and pursuant to the Road Agreement, such excess funds shall be immediately delivered to County by Escrow Agent.

[Signatures appear on following pages]

Proportionate Share Agreement, Hamlin North Lot A Restaurant
Hamlin Retail Partners North, LLC for Avalon Road/CR 545, 2024

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: *9 January 2024*

ATTEST: Phil Diamond, CPA, County Comptroller

for As Clerk of the Board of County Commissioners

By: *David Rooney*
Deputy Clerk

Print Name: *DAVID ROONEY*

WITNESS #1

T. J. Schwab

Signature

T. J. Schwab

Print Name

Mailing Address: 14422 Shoreline way #130

City: Winter Garden State: FL

Zip Code: 34787

“OWNER”

HAMLIN RETAIL PARTNERS NORTH, LLC, a
Florida limited liability company

By: BK Hamlin Retail Partners North, LLC, a
Florida limited liability company, Its Manager

By: [Signature]
Scott T. Boyd, Manager

WITNESS #2

[Signature]

Signature

Robert Boyd

Print Name

Mailing Address: 14422 Shoreline way #130

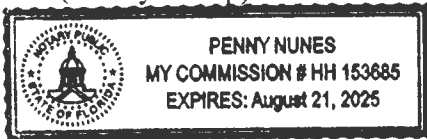
City: Winter Garden State: FL

Zip Code: 34787

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 11th day of December, 2023, by Scott T. Boyd, as
Manager of BK Hamlin Retail Partners North, LLC, a Florida limited liability company; which is
Member of HAMLIN RETAIL PARTNERS NORTH, LLC, a Florida limited liability company,
on behalf of such company, who is personally known to me or has produced a valid Florida
Driver’s License as identification and did/did not (circle one) take an oath.

(Notary Stamp)



[Signature]

Signature of Notary Public

Print Name: Penny Nunes

Notary Public, State of: Florida

Commission Expires: 8/21/25

JOINDER AND CONSENT

This Agreement is joined in by Shutts & Bowen, LLP in its capacity as Escrow Agent under the Escrow Agreement and the Road Agreement to acknowledge and consent to the performance of its additional duties as set forth in this Agreement.

WITNESS #1

Severe Williams
Signature
Severe Williams
Print Name

"ESCROW AGENT"

SHUTTS & BOWEN, LLP

By: *James G. Willard*
James G. Willard, Partner

Mailing Address: 300 S. Orange Ave Ste 1600
City: Orlando State: FL
Zip Code: 32801

WITNESS #2

Megan Meredith
Signature
Megan Meredith
Print Name

Mailing Address: 3000 Orange Ave
City: Orlando State: FL
Zip Code: 32801

**STATE OF FLORIDA
COUNTY OF ORANGE**

Acknowledged freely and voluntarily for the purposes therein expressed before me by **James G. Willard**, Partner of Shutts & Bowen, LLP, a Florida limited liability partnership, who is known by me to be the person described herein and who executed the foregoing, this 8 day of December, 2023. He appeared before me by means of: online notarization or physical presence and is personally known to me, or has produced a valid Florida Driver's License as identification and did/did not (circle one) take an oath.

(Notary Stamp)



Megan Meredith
Signature of Notary Public
Print Name: Megan Meredith
Notary Public, State of: Florida
Commission Expires: 6.14.25

Exhibit A

“HAMLIN NORTH LOT A RESTAURANT”

Project Location Map



Exhibit "B"

"HAMLIN NORTH LOT A RESTAURANT"

Parcel ID: 17-23-27-2714-01-001 (a portion of)

Legal Description:

A parcel of land comprising a portion of Lot 1, HAMLIN NORTH, as recorded in Plat Book 85, Pages 61 through 63 of the Public Records of Orange County, Florida.

Being more particularly described as follows:

BEGIN at the Southwest corner of aforesaid Lot 1; thence run North 24° 56' 35" West along the West line of said Lot 1 and the Easterly limited access right-of-way line of Central Florida Expressway Authority State Road No. 429 (Western Beltway) per Project No. 75320-6460-653 dated 10-01-02 for a distance of 231.41 feet; thence departing said West line and said Easterly limited access right-of-way line run North 75° 26' 00" East for a distance of 30.50 feet to a point on the Southerly line of a Parcel of land according to Official Records Book 10442, Page 2631 of aforesaid Public Records; thence run the following two (2) courses along said Southerly line; South 24° 56' 35" East for a distance of 0.77 feet; thence run North 65° 03' 25" East for a distance of 4.19 feet; thence departing said Southerly line run North 75° 26' 00" East for a distance of 431.60 feet to a point on a non tangent curve concave Westerly having a radius of 300.00 feet with a chord bearing of South 06° 35' 51" West and a chord distance of 100.85 feet; thence run Southerly along the arc of said curve through a central angle of 19° 21' 08" for a distance of 101.33 feet to a point of reverse curvature of a curve concave Easterly having a radius of 300.00 feet with a chord bearing of South 07° 56' 13" West and a chord distance of 86.99 feet thence run Southerly along the arc of said curve through a central angle of 16° 40' 24" for a distance of 87.30 feet to a point of tangency; thence run South 00° 23' 59" East for a distance of 164.09 feet to a point on the Northerly right-of-way line of New Independence Parkway according to Official Records Book 10416, Page 5782 of aforesaid Public Records; thence run South 89° 42' 03" West along said Northerly right-of-way line for a distance of 11.83 feet to a point on the South line of aforesaid Lot 1 and the Northerly limited access right-of-way line of Central Florida Expressway Authority State Road No. 429 (Western Beltway) per Official Records Book 7034, page 1546 of said Public Records; thence run the following three (3) courses along said South line and said Northerly limited access right-of-way line: South 89° 42' 32" West for a distance of 100.00 feet; thence run North 63° 43' 31" West for a distance of 55.90 feet; thence run South 89° 42' 32" West a distance of 169.38 feet to the POINT OF BEGINNING.

Exhibit "C"

"HAMLIN NORTH LOT A RESTAURANT"
 DEFICIENT SEGMENT #1

Log of Project Contributions
 Avalon Rd (Malcom Rd to Tilden Rd)

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
Avalon Rd	Malcom Rd - Tilden Rd	2.5	E	88	W/ sign from 2 to 4 lanes	2000	1112	\$42,123,150	\$37,410

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	Remaining Project Cost
Avalon Rd	Malcom Rd - Tilden Rd	2.5	E	88	548	2,000	1,120	\$2,161,217	\$21,512,943

Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Backlogged Trips	Capacity Increase	Remaining Project Cost	Cost / Trip
Avalon Rd	Malcom Rd - Tilden Rd	2.5	E	88	2,000	548	1,120	\$21,512,943	\$37,410

Updated: 9/29/23

Log of Project Contributions				
Date	Project	Project Trips	Prop Share	
Existing	Sep-21	Existing plus Committed	548	\$17,381,464
	Sep-21	Winter Garden Sake Center	2	\$63,436
	Jan-22	Discovery Cove	1	\$32,970
		Backlogged Totals:	551	\$17,477,870
Proposed	Aug-23	Hamlin North Lot A Restaurant	1	\$37,510
				\$0
				\$0
				\$0
				\$0
		Totals:	552	\$17,515,480

Exhibit "C"

**"HAMLIN NORTH LOT A RESTAURANT"
 DEFICIENT SEGMENT #2**

**Log of Project Contributions
 Avalon Rd (New Independence Pkwy to Malcom Rd)**

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
Avalon Rd	New Independence Pkwy to Malcom Rd	1.20	E	880	Widen from 2 to 4 lanes	2000	1120	\$20,219,084	\$18,053
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	
Avalon Rd	New Independence Pkwy to Malcom Rd	1.20	E	880	676	2000	1120	\$12,213,649	
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	Cost/ Trip
Avalon Rd	New Independence Pkwy to Malcom Rd	1.20	E	880	2000	1120	676	444	\$18,053

Updated 9/26/23

Log of Project Contributions			
Date	Project	Project Trips	Prop Share
Existing			
Jun-21	Existing plus Committed	624	\$9,500,400
Jun-21	Hamlin SW Medical Office Building E-1	6	\$91,350
Jun-21	Hamlin Retail Building G	3	\$45,875
Jun-21	Hamlin Paramount Urgent Care	4	\$60,900
Jun-21	Hamlin Ace Hardware Store	3	\$45,875
Jun-21	Hamlin Autozone	1	\$15,225
Sep-21	Hamlin Miller's Ale House	2	\$30,450
Nov-21	Hamlin Urban air	2	\$30,450
Nov-21	Hamlin SW Medical Office Building D	6	\$94,868
Jan-22	Discovery Church	2	\$31,652
Jan-22	Hamlin Taco Bell	2	\$31,652
Mar-22	Hamlin Chick Fil A	1	\$15,826
Mar-22	Hamlin Wells Frago	1	\$15,826
Apr-22	NWC Commercial Building I	3	\$47,478
Dec-22	Tropical Smoothie Hamlin	1	\$15,826
Jan-23	Agave Bandido Hamlin	3	\$54,159
Aug-23	PopStroke Hamlin	4	\$72,212
Aug-23	UR5 Building F	2	\$36,106
Aug-23	UR5 Building B	3	\$54,159
Aug-23	Hamlin SW UR5 Medical Office	3	\$54,159
Backlogged Totals		676	\$10,344,136
Proposed			
Aug-23	Hamlin North Lot A Restaurant	1	\$18,053
			\$0
			\$0
			\$0
			\$0
Totals		677	\$10,362,189

Exhibit "C"

"HAMLIN NORTH LOT A RESTAURANT"
 DEFICIENT SEGMENT #3

Log of Project Contributions
 Avalon Rd (Porter Rd to New Independence Pkwy)

Roadway Improvement Project Information									
Phase of 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
Avalon Rd	Porter Rd - New Independence Pkwy	0.92	E	880	Widened from 2 to 4 lanes	2000	1120	\$15,501,282	\$13,841
County Share of Improvement									
Avalon Rd	Porter Rd - New Independence Pkwy	0.92	E	880		2000	1120		
					Backlogged Trips			County (Backlog) Responsibility	
					1389			\$19,224,358	
Developer Share of Improvement									
Avalon Rd	Porter Rd - New Independence Pkwy	0.92	E	880		2000	1120		
					Improved Generalized Capacity			Capacity Increase for New Development	
					2000			-269	
					Backlogged Trips			Remaining Project Cost	
					1389			-\$3,723,076	\$13,841

Undeveloped 9/28/23

Log of Project Contributions				
Date	Project	Project Trips	Prop Share	
Existing	Dec-18	Existing plus Committed	1212	\$16,776,292
	Dec-18	The Blake at Hamlin	1	\$9,999
	Dec-18	Hamlin Daycare	2	\$19,998
	Dec-18	Restaurant at Hamlin NEC	1	\$9,999
	Feb-19	Hamlin Active Adult Living Apartments	1	\$9,999
	Feb-19	Hamlin Reserve Office-Daycare Bldg D	2	\$19,998
	Feb-19	Hamlin Reserve Medical Office Bldg A&F	2	\$19,998
	May-19	Taco Bell / Pizza Hut	1	\$9,999
	May-19	SunTrust	1	\$9,999
	Oct-19	Hamlin McCoy Federal Credit Union	1	\$11,107
	Oct-19	Hamlin SW C Commercial Lot C McDonalds	2	\$22,214
	Oct-19	Hamlin NWC Commercial Lot 2 Regions Bank	1	\$11,107
	Oct-19	Hamlin NEC Wawa	2	\$22,214
	Oct-19	Hamlin Market	2	\$22,214
	Oct-19	Hamlin Family Dental	1	\$11,107
	Feb-20	Hamlin Medical Office	12	\$133,264
	Mar-20	Hamlin SW C Commercial Building J	3	\$33,321
	Jul-20	Hamlin SW Commercial Building I	3	\$33,321
	Sep-20	Hamlin SW Commercial Building F	3	\$33,321
	Nov-20	Hamlin SW Commercial Building B	8	\$88,656
	Nov-20	Hamlin SW Commercial Building C	8	\$88,656
	Nov-20	Hamlin SW Medical Office Building D	9	\$99,963
	Jun-21	Hamlin SW Medical Office Building E-1	8	\$88,656
	Jun-21	Hamlin Retail Building G	3	\$33,321
	Jun-21	Hamlin Paramount Urgent Care	5	\$55,516
	Jun-21	Hamlin Ace Hardware Store	3	\$33,321
	Jun-21	Hamlin Autozone	1	\$11,107
	Sep-21	Hamlin Miller's Ale House	1	\$11,107
	Nov-21	Hamlin Urban Air	2	\$22,214
	Jan-22	Discovery Church	2	\$22,214
	Jan-22	Hamlin Taco Bell	1	\$11,107
	Mar-22	Hamlin Chick Fil A	1	\$11,107
	Mar-22	Hamlin Wells Fargo	1	\$11,107
	Apr-22	NWC Commercial Building I	3	\$33,321
	Aug-23	PopStroke Hamlin	1	\$11,107
	Aug-23	URS Building F	20	\$222,140
	Aug-23	Vystar Hamlin	1	\$11,107
	Aug-23	URS Building B	29	\$321,389
	Aug-23	Hamlin SW URS Medical Office A	29	\$321,389
		Backlogged Totals:	1389	\$18,968,965
Proposed	Aug-23	Hamlin North Lot A Restaurant	2	\$22,214
				\$0
				\$0
				\$0
				\$0
		Totals:	1391	\$18,996,640