



Orange County Government

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

Legislation Text

File #: 25-868, **Version:** 1

Interoffice Memorandum

DATE: May 28, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

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

CONTACT: Roadway Agreement Committee

PHONE: (407) 836-7964

DIVISION: Roadway Agreement Committee

ACTION REQUESTED:

Approval and execution of Proportionate Share Agreement for Yucatan Gardens Colonial Drive, Lake Underhill Road, and Semoran Boulevard by and between Yucatan CFB Homes LLC and Orange County for a proportionate share payment in the amount of \$500,444. District 3. (Roadway Agreement Committee)

PROJECT: N/A

PURPOSE:

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Yucatan Gardens Colonial Drive, Lake Underhill Road, and Semoran Boulevard ("Agreement") by and between Yucatan CFB Homes LLC and Orange County for a proportionate share payment in the amount of \$500,444. 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 two deficient trips on the road segment of Colonial Drive from Semoran Boulevard to Forsyth Road in the amount of \$26,836 per trip, three deficient trips on the road segment of Colonial Drive from Bennett Road to Semoran Boulevard in the amount of \$31,715 per trip, one deficient trip on the road segment of Lake Underhill Road from Goldenrod Road to Maderia Avenue in the amount of \$23,181 per trip, two deficient trips on the road segment of Lake Underhill

Road from Oxalis Avenue to Goldenrod Road in the amount of \$20,873 per trip, three deficient trips on the road segment of Lake Underhill Road from Semoran Boulevard to Oxalis Avenue in the amount of \$14,541 per trip, and seven deficient trips on the road segment of Semoran Boulevard from Lake Underhill Road to Colonial Drive in the amount of \$27,945 per trip.

The Roadway Agreement Committee recommended approval on May 21, 2025. 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 407-836-7964.

BUDGET: N/A

BCC Mtg. Date: June 17, 2025

This instrument prepared by
and after recording return to:

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

Parcel ID Numbers:
27-22-30-0000-00-110
27-22-30-0000-00-119
27-22-30-0000-00-120

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

**PROPORTIONATE SHARE AGREEMENT FOR
YUCATAN GARDENS**

COLONIAL DRIVE, LAKE UNDERHILL ROAD, AND SEMORAN BOULEVARD

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 YUCATAN CFB HOMES LLC, a Florida limited liability company (“**Owner**”), with its principal place of business at 2600 Maitland Center Parkway, Suite 130, Maitland, Florida, 32751, 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 #3, and the proceeds of the PS Payment, as defined herein, will be allocated to Colonial Drive, Lake Underhill Road, and Semoran Boulevard; and

WHEREAS, Owner intends to develop the Property as Fifty-Two (52) single family dwelling units, referred to and known as Yucatan Gardens (the “**Project**”); and

WHEREAS, Owner received a letter from County dated May 1, 2025, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application #25-02-008 for the Project was denied; and

WHEREAS, the Project will generate Two (2) deficient PM Peak Hour trips (the “**Excess Trips 1**”) for the deficient roadway segment on Colonial Drive from Semoran Boulevard to Forsyth 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 Three (3) deficient PM Peak Hour trips (the “**Excess Trips 2**”) for the deficient roadway segment on Colonial Drive from Bennett Road to Semoran Boulevard (the “**Deficient Segment 2**”), and Zero (0) 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 One (1) deficient PM Peak Hour trip (the “**Excess Trip 3**”) for the deficient roadway segment on Lake Underhill Road from Goldenrod Road to Maderia Avenue (the “**Deficient Segment 3**”), and Zero (0) 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 Two (2) deficient PM Peak Hour trips (the “**Excess Trips 4**”) for the deficient roadway segment on Lake Underhill Road from Oxalis Avenue to Goldenrod Road (the “**Deficient Segment 4**”), and Zero (0) 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 Three (3) deficient PM Peak Hour trips (the “**Excess Trips 5**”) for the deficient roadway segment on Lake Underhill Road from Semoran Boulevard to Oxalis Avenue (the “**Deficient Segment 5**”), and Zero (0) 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 Project will generate Seven (7) deficient PM Peak Hour trips (the “**Excess Trips 6**”) for the deficient roadway segment on Semoran Boulevard from Lake Underhill Road to Colonial Drive (the “**Deficient Segment 6**”), and Zero (0) Peak Hour trips were available on Deficient Segment 6 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 7**”) for the deficient roadway segment on Semoran Boulevard from Curry Ford Road to Lake Underhill Road (the “**Deficient Segment 7**”), and Zero (0) Peak Hour trips were available on Deficient Segment 7 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 Trip 3, Excess Trips 4, Excess Trips 5, Excess Trips 6, and Excess Trips 7 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, Deficient Segment 5, Deficient Segment 6, and Deficient Segment 7 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 Five Hundred Thousand Four Hundred Forty-Four and 00/100 Dollars (\$500,444.00) (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 Five Hundred Thousand Four Hundred Forty-Four and 00/100 Dollars (\$500,444.00). 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 “Yucatan Gardens” prepared by Traffic & Mobility Consultants LLC, dated February 2025, for CFB Homes (the “**Traffic Study**”), which is incorporated herein by this reference, and (ii) upon the calculations described in Exhibit “C”. The Traffic Study was accepted by the Orange County Transportation Planning Division on April 23, 2025, and is on file and available for inspection with that division (CMS #2025008). 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 an 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 Five Hundred Thousand Four Hundred Forty-Four and 00/100 Dollars (\$500,444.00) 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 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: YUCATAN CFB HOMES LLC
2600 Maitland Center Parkway, Suite 130
Maitland, Florida 32751

With copy to: FFB PROPERTY LLC
2600 Maitland Center Parkway, Suite 130
Maitland, Florida 32751

Fernandez Legal
Veronica Oakler, Esq., LL.M.
135 W Central Boulevard, Suite 300
Orlando, Florida 32801

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

With copy to: Orange County Planning, Environmental, and Development
Services Department
Manager, Fiscal and Operational Support Division
201 South Rosalind Avenue, 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 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.

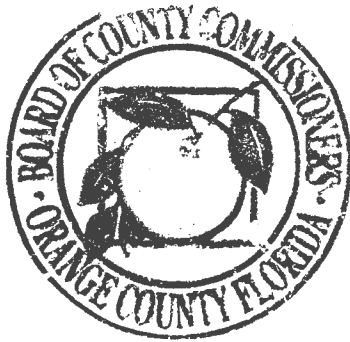
Section 13. Termination. In the event either (i) Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, as contemplated in Subsection 2(b), or (ii) Owner has timely paid the PS Payment to County and the Project has been

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.

Counterparts. This Agreement may be executed in up to two (2) counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

Section 14. 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: Bryan W. Brook
for Jerry L. Demings
Orange County Mayor

Date: 17 June 2025

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

By: Jennifer Lara-Klimetz
for Deputy Clerk

Print Name: Jennifer Lara-Klimetz

WITNESSES:

Signature of Witness

Print Name: Daniel Montenegro

Mailing Address: 2600 Maryland Cir Pkwy

Maitland, FL 32751

Signature of Witness

Print Name: Cristina Moreno

Mailing Address: 2600 Maryland Cir Pkwy

Maitland, FL 32751

"OWNER"

YUCATAN CFB HOMES LLC, a Florida
limited liability company

By FFB PROPERTY LLC, a Florida limited
liability company, its Manager

By: [Signature]

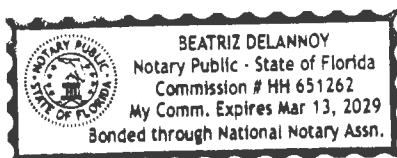
Print Name: Benjamin Lobo

Title: Manager

STATE OF: Florida
COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 6 day of may, 2025, by Benjamin Lobo as
Manager of FFB PROPERTY LLC, a Florida limited liability company, Manager of YUCATAN
CFB HOMES LLC, a Florida limited liability company, on behalf of such company, who ☒ is
personally known to me or ☐ has produced _____ as identification.

(Notary Stamp)



Signature of Notary Public
Print Name: Beatriz Delannoy
Notary Public, State of: Florida
Commission Expires: 03/13/2029
(mm/dd/yyyy)

Exhibit “A”
“YUCATAN GARDENS”
Project Location Map

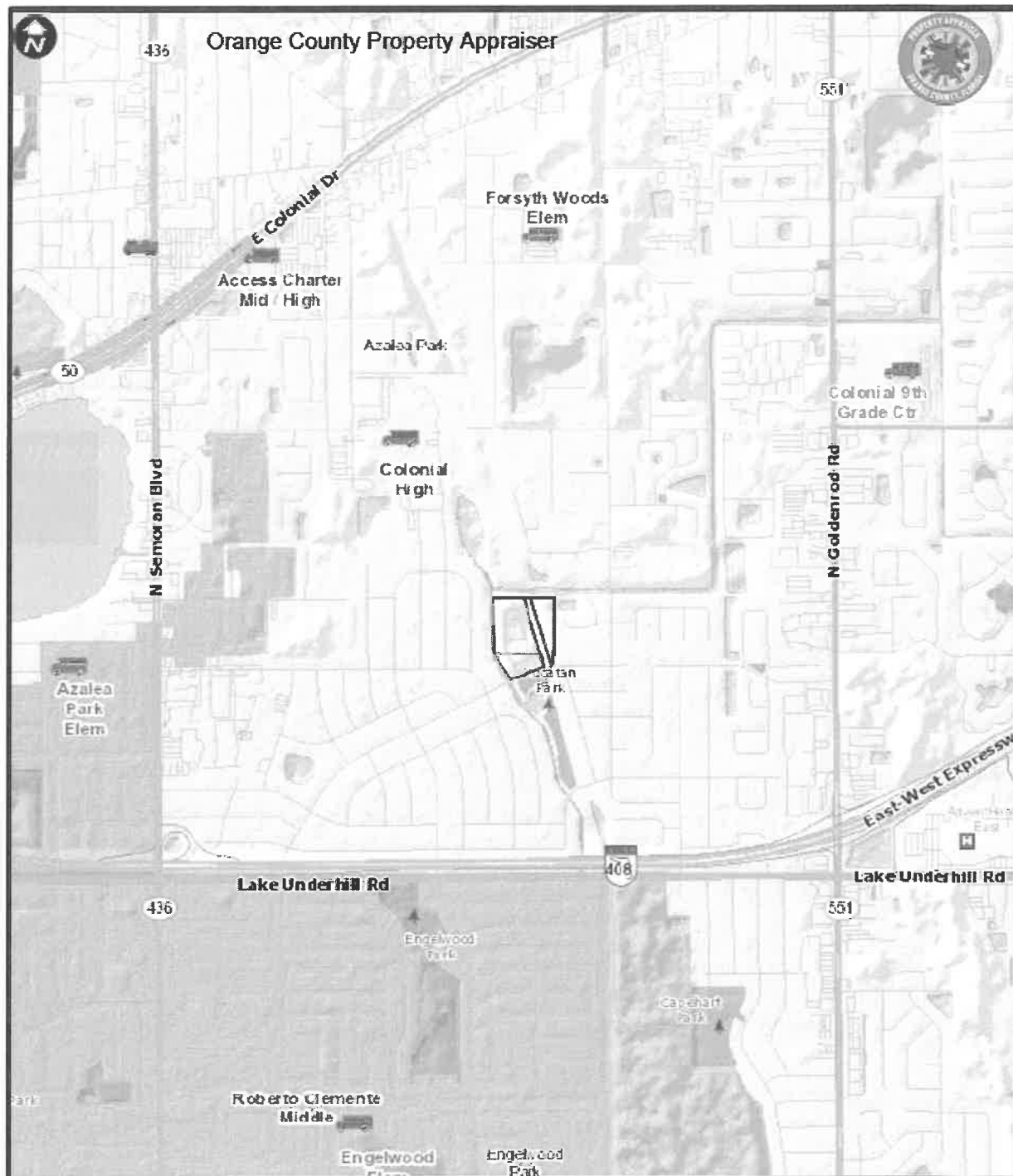


Exhibit "B"

"YUCATAN GARDENS"

Parcel IDs: 27-22-30-0000-00-110; 27-22-30-0000-00-119; 27-22-30-0000-00-120

Legal Description:

LEGAL DESCRIPTION

IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 30 EAST, WEST 1/2 OF EAST 1/2 OF NORTHEAST 1/4 (LESS 75 FOOT STRIP SOLD TO ORLANDO UTILITIES AND LESS NORTH 330 FEET OF WEST 330 FEET, AND LESS BEGINNING SOUTHWEST CORNER OF NORTH WEST 1/4 OF SOUTHEAST 1/4 OF NORTHEAST 1/4, RUN EAST 667.88 FEET, NORTH 150 FEET, WEST 372.77 FEET TO WEST RIGHT-OF-WAY OF ORLANDO UTILITIES STRIP, NORTH 15 DEGREES WEST ALONG RIGHT-OF-WAY TO WEST LINE OF EAST 1/2 OF NORTHEAST 1/4, THENCE SOUTH TO BEGINNING, AND LESS NORTHEAST 1/4 OF NORTHWEST 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4 AND LESS NORTH 198 FEET OF SOUTH 1/2 OF NORTHWEST 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4, AND LESS BEGINNING 198 FEET SOUTH OF NORTHEAST CORNER OF SOUTH 1/2 OF NORTHWEST 1/4 OF NORTHEAST 1/4 OF NORTHEAST 1/4, RUN SOUTH 400 FEET, WEST 230 FEET, NORTH 400 FEET, EAST 230 FEET, TO POINT OF BEGINNING)

AND

BEGINNING SOUTHWEST CORNER OF NORTHWEST 1/4 OF SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION, THENCE RUN SOUTH TO SOUTH LINE OF SECTION, THENCE WEST 135.5 FEET NORTH TO A POINT WEST OF BEGINNING, THENCE EAST 135.5 FEET TO POINT OF BEGINNING.

LESS: THAT PORTION THEREOF CONVEYED IN OFFICIAL RECORDS BOOK 4371, PAGE 943.

LESS: THAT PORTION THEREOF THAT LIES WITHIN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA.

LESS: ANY PORTION THAT LIES IN ROAD RIGHT OF WAY.

AND

IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEGIN 30 FEET WEST OF THE NORTHWEST CORNER OF EAST 1/4 OF SOUTHEAST 1/4, RUN SOUTH 124.19 FEET ALONG ROAD RIGHT-OF-WAY TO YUCATAN DRIVE, SOUTH 71 DEGREES WEST 321.98 FEET, SOUTHERLY ALONG CURVE 186.91 FEET, NORTH 32 DEGREES WEST 376.99 FEET, EAST TO POINT OF BEGINNING (LESS 75 FOOT RIGHT-OF-WAY TO ORLANDO UTILITIES COMMISSION) LYING IN ORANGE COUNTY, FLORIDA.

Exhibit "C"

"YUCATAN GARDENS"

DEFICIENT SEGMENT 1

Log of Project Contributions
Colonial Drive from Semoran Boulevard to Forsyth 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
Colonial Dr	Semoran Blvd	Forsyth Rd	1.21	E	3020	Adding 2 lanes	4040	1020	27,372,454	\$26,836

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	Semoran Blvd	Forsyth Rd	1.21	E	3020	36	4040	1020	\$966,087

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	Semoran Blvd	Forsyth Rd	1.21	E	3020	4040	1020	36	984	\$26,406,368	\$26,836

11/16/2024 4/25/25

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Jan-23	Existing plus Committed	15	\$216,735
	May-23	Semoran Car Wash	2	\$28,898
	Sep-28	Waters Car Wash	2	\$28,898
	Feb-24	Piece of Mind	2	\$49,180
	May-24	Autozone	6	\$147,540
	May-24	Wise Colonial PD Car Wash	5	\$122,950
	Feb-25	Shops of Goldenrod	2	\$49,180
	Mar-25	Woodspring Suites (Goldenrod Hotel)	2	\$53,672
		Backlogged Totals:	36	\$697,053
Proposed	Apr-25	Yucatan Gardens	2	\$53,672
				\$0
				\$0
				\$0
				\$0
		Totals:	38	\$750,725

Exhibit “C”

“YUCATAN GARDENS”

DEFICIENT SEGMENT 2

Log of Project Contributions
Colonial Drive from Bennett Road to Semoran Boulevard

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	Bennett Rd	Semoran Blvd	1.43	E	3020	Adding 2 lanes	4040	1020	32,349,284	\$31,715

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	Bennett Rd	Semoran Blvd	1.43	E	3020	1	4040	1020	\$31,715

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	Bennett Rd	Semoran Blvd	1.43	E	3020	4040	1020	1	1019	\$32,317,549	\$31,715

Updated: 4/24/25

Log of Project Contributions			
	Date	Project	Project Trips
Existing	Jan-23	Existing plus Committed	1
	May-23	Semoran Car Wash	2
	May-24	Autoczone	1
		Backlogged Totals:	1
Proposed	Apr-25	Yucatan Gardens	3
Totals:			4

Exhibit “C”

“YUCATAN GARDENS”

DEFICIENT SEGMENT 3

Log of Project Contributions
Lake Underhill Road from Goldenrod Road to Maderia Avenue

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
Lake Underhill Rd	Goldenrod Rd	Madeira Ave	1.23	E	880	Widen from 2 to 4 lanes	2000	1120	\$25,962,259	\$23,181

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
Lake Underhill Rd	Goldenrod Rd	Madeira Ave	1.23	E	880	72	2000	1120	\$1,869,002

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
Lake Underhill Rd	Goldenrod Rd	Madeira Ave	1.23	E	880	2000	1120	72	1048	\$24,293,257	\$23,181

Updated: 4/24/25

Log of Project Contributions			
	Date	Project	Prop Share
Existing	Feb-13	Existing Plus Committed	37
	Mar-17	Goldenrod Checkers	1
	Apr-19	River Run	6
	Jan-22	Lake Underhill Ambulatory Center	12
	Mar-22	Eastland Baptist Church and Gym	2
	Apr-22	Goldenrod Car Wash	5
	Oct-23	Store Space Chickasaw	1
	Oct-24	Cardinal Pointe Senior Housing	3
	Mar-25	Goldenrod Business Center	2
Backlogged Totals:			72
Proposed	Apr-25	Yucatan Gardens	1
			\$0
			\$0
			\$0
			\$0
Totals:			73

Exhibit “C”

“YUCATAN GARDENS”

DEFICIENT SEGMENT 4

Log of Project Contributions
Lake Underhill Road from Oxalis Avenue to Goldenrod 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
Lake Underhill Rd	Oxalis Ave	Goldenrod Rd	0.89	E	800	Widen from 2 to 4 lanes	1700	900	\$18,785,700	\$20,873

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
Lake Underhill Rd	Oxalis Ave	Goldenrod Rd	0.89	E	800	32	1700	900	\$687,936

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
Lake Underhill Rd	Oxalis Ave	Goldenrod Rd	0.89	E	800	1700	900	32	868	\$18,117,764	\$20,873

Updated: 4/25/25

Log of Project Contributions				
	Date	Project	Project Trips	Prop Share
Existing	Feb-13	Existing Plus Committed	19	\$396,587
	Mar-17	Goldenrod Checkers	1	\$11,725
	Jan-21	Lake Underhill Ambulatory Center	4	\$58,428
	Apr-22	Goldenrod Car Wash	4	\$58,428
	Oct-23	Dutch Bros Coffe Goldenrod	1	\$20,873
		Cardinal Pointe Senior Housing	3	\$62,619
	Backlogged Totals:		32	\$608,660
Proposed	Apr-25	Yucatan Gardens	2	\$41,746
				\$0
				\$0
				\$0
				\$0
				\$0
Totals:			34	\$650,406

Exhibit "C"

"YUCATAN GARDENS"

DEFICIENT SEGMENT 5

Log of Project Contributions
Lake Underhill Road from Semoran Boulevard to Oxalis Avenue

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
Lake Underhill Rd	Semoran Blvd	Oxalis Ave	0.62	E	800	Widen from 2 to 4 lanes	1700	900	\$13,088,667	\$14,541

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
Lake Underhill Rd	Semoran Blvd	Oxalis Ave	0.62	E	800	5	1700	900	\$72,704

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
Lake Underhill Rd	Semoran Blvd	Oxalis Ave	0.62	E	800	1700	900	5	895	\$13,013,964	\$14,541

Updated: 4/29/25

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Feb-13	Existing Plus Committed	2	\$29,062
	Apr-22	Goldenrod Car Wash	2	\$20,352
	Oct-23	Dutch Bros Goldenrod	1	\$12,311
		Backlogged Totals:	5	\$61,745
Proposed	Apr-25	Yucatan Gardens	3	\$43,623
				\$0
				\$0
				\$0
				\$0
		Totals:	8	\$105,368

Exhibit “C”

“YUCATAN GARDENS”

DEFICIENT SEGMENT 6

Log of Project Contributions
Semoran Boulevard from Lake Underhill Road 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
Semoran Blvd	Lake Underhill Rd	Colonial Dr	1.26	E	3020	Adding 2 lanes	4040	1020	28,503,547	\$27,945

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
Semoran Blvd	Lake Underhill Rd	Colonial Dr	1.26	E	3020	90	4040	1020	\$2,515,019

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
Semoran Blvd	Lake Underhill Rd	Colonial Dr	1.26	E	3020	4040	1020	90	930	\$25,988,528	\$27,945

Updated: 4/25/25

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Jan-23	Existing plus Committed	88	\$1,502,688
	May-24	Autozone	2	\$51,212
		Backlogged Totals:	90	\$1,553,900
Proposed	Apr-25	Yucatan Gardens	7	\$195,615
				\$0
				\$0
				\$0
				\$0
		Totals:	97	\$1,749,515

Exhibit “C”

“YUCATAN GARDENS”

DEFICIENT SEGMENT 7

Log of Project Contributions
Semoran Boulevard from Curry Ford Road to Lake Underhill 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
Semoran Blvd	Curry Ford Rd	Lake Underhill Rd	1.07	E	3020	Adding 2 lanes	4040	1020	24,205,393	\$23,731

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
Semoran Blvd	Curry Ford Rd	Lake Underhill Rd	1.07	E	3020	1	4040	1020	\$23,731

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
Semoran Blvd	Curry Ford Rd	Lake Underhill Rd	1.07	E	3020	4040	1020	1	1019	\$24,181,663	\$23,731

Updated: 4/29/25

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Jan-23	Existing plus Committed	1	\$23,731
		Backlogged Totals:	1	\$23,731
Proposed	Apr-25	Yucatan Gardens	2	\$47,462
				\$0
				\$0
				\$0
				\$0
		Totals:	3	\$71,193