



Orange County Government

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

Legislation Text

File #: 25-749, **Version:** 1

Interoffice Memorandum

DATE: April 30, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

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

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

PHONE: (407) 836-5393

DIVISION: Roadway Agreement Committee

ACTION REQUESTED:

Approval and execution of Proportionate Share Agreement for Palms at Waterford Colonial Drive by and between Palm Village CFB Homes LLC and Orange County for a proportionate share payment in the amount of \$1,052,644. District 4. **(Roadway Agreement Committee)**

PROJECT: N/A

PURPOSE:

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Palms at Waterford Colonial Drive ("Agreement") by and between Palm Village CFB Homes LLC and Orange County for a proportionate share payment in the amount of \$1,052,644. 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 Colonial Drive from Avalon Park Boulevard to South Tanner Road in the amount of \$41,701 per trip, 14 deficient trips on the road segment of Colonial Drive from Lake Pickett Road to Avalon Park Boulevard in the amount of \$22,401 per trip, and 29 deficient trips on the road segment of Colonial Drive from Woodbury Road to Lake Pickett Road in the amount of \$16,856 per trip.

The Roadway Agreement Committee recommended approval on May 7, 2025. The Specific Project

File #: 25-749, Version: 1

Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

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

BUDGET: N/A

BCC Mtg. Date: May 20, 2025
This instrument prepared by
and after recording return to:

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

Parcel ID Numbers:
24-22-31-0000-00-011
24-22-31-0000-00-031
24-22-31-0000-00-035
24-22-31-0000-00-063

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

**PROPORTIONATE SHARE AGREEMENT FOR
PALMS AT WATERFORD**

COLONIAL DRIVE

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 PALM VILLAGE 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 #4, and the proceeds of the PS Payment, as defined herein, will be allocated to Colonial Drive; and

WHEREAS, Owner intends to develop the Property as Seventy-Five (75) Single-Family Residential Units, referred to and known as Palms at Waterford (the “**Project**”); and

WHEREAS, Owner received a letter from County dated March 25, 2025, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application #CEL-25-01-004 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 Colonial Drive from Avalon Park Boulevard to South Tanner 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 Fourteen (14) deficient PM Peak Hour trips (the “**Excess Trips 2**”) for the deficient roadway segment on Colonial Drive from Lake Pickett Road to Avalon Park Boulevard (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 Twenty-Nine (29) deficient PM Peak Hour trips (the “**Excess Trips 3**”) for the deficient roadway segment on Colonial Drive from Woodbury Road to Lake Pickett Road (the “**Deficient Segment 3**”), and Zero (0) PM Peak Hour trips were available on Deficient Segment 3 on the date the CEL was denied, as further described in Exhibit “C” attached hereto and incorporated herein; and

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

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

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

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is One Million Fifty-Two Thousand Six Hundred Forty-Four and 00/100 Dollars (\$1,052,644.00) (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 One Million Fifty-Two Thousand Six Hundred Forty-Four and 00/100 Dollars (\$1,052,644.00). 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 “Palms at Waterford” prepared by Traffic & Mobility Consultants LLC, dated February 10, 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 February 21, 2025, and is on file and available for inspection with that division (CMS #2025004). 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 One Million Fifty-Two Thousand Six Hundred Forty-Four and 00/100 Dollars (\$1,052,644.00) 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: PALM VILLAGE 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.

Section 14. Counterparts. This Agreement may be executed in up to two (2) counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

[Signatures appear on following pages]

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



“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Bryan Burks
Jerry L. Demings
Orange County Mayor

Date: 20 May 2025

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

By: [Signature]
Deputy Clerk

Print Name: DAVID ROONEY

WITNESSES:

Signature of Witness

Print Name:

Mailing Address:

Signature of Witness

Print Name:

Mailing Address:

"OWNER"

PALM VILLAGE CFB HOMES LLC, a
Florida limited liability company

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

By:

Print Name:

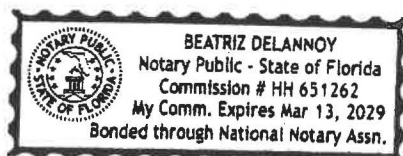
Title: Manager

STATE OF:

COUNTY OF:

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 24 day of April, 2025, by Benjamin Lobo
, as Manager of FFB PROPERTY LLC, a Florida limited liability company, Manager of
PALM VILLAGE 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:

Notary Public, State of:

Commission Expires:

(mm/dd/yyyy)

Exhibit “A”
“PALMS AT WATERFORD”
Project Location Map



Exhibit "B"

"PALMS AT WATERFORD "

Parcel IDs: 24-22-31-0000-00-011, 24-22-31-0000-00-031,
24-22-31-0000-00-035, and 24-22-31-0000-00-063

Legal Description:

LONE PALM 1 Parcel ID 24-22-31-0000-00-031

The South 100 feet of the North 1800 feet of the West 1/2 of the Southwest 1/4 of Section 24, Township 22 South, Range 31 East, LESS Road Right-of-Way, if any, Orange County, Florida.

AND

The North 100 feet of the South 781.5 feet of the Southwest 1/4 of the Southwest 1/4 of Section 24, Township 22 South, Range 31 East, LESS 30 feet on the West for road, Orange County, Florida.

Also described as:

The South 100 feet of the North 1900 feet of the West 1/2 of the Southwest 1/4 of Section 24, Township 22 South, Range 31 East, LESS 30 feet on the West for road, Orange County, Florida.

LONE PALM 2:

Parcel 1: Parcel ID 24-24-31-0000-00-063

That portion of Section 24, Township 22 South, Range 31 East, Orange County, Florida described as follows:

Commence at the West 1/4 corner of said Section 24; thence S 00°28'44" W along the West line of the Southwest 1/4 of Section 24, for 1900.01 feet to the North line of the South 100.00 feet of the North 2000.00 feet of the Southwest 1/4 of Section 24; thence S 89°39'22" E along said North line for 30.00 feet to the Easterly Right-of-Way line of Hancock Lone Palm Road and Point of Beginning; thence continue S 89°39'22" E along said North line for 1309.22 feet; thence S 00°27'24" E, a distance of 99.16 feet to the South line of the North 2000.00 feet of the Southeast 1/4 of the Southwest 1/4 of Section 24; thence N 89°39'22" W along said South line for 1309.48 feet to the Easterly Right-of-Way line of Hancock Lone Palm Road; thence N 00°28'44" E along said Easterly Right-of-Way line for 100.00 feet of the Point of Beginning.

Parcel 2: Parcel ID 24-22-31-000000-35

The South 150 feet of the North 2150 feet of the West 1/2 of the Southwest 1/4 of Section 24, Township 22 South, Range 31 East (Less West 30 feet for Road Right-of-Way), Orange County, Florida.

Parcel 3: Parcel ID 24-22-31-0000-00-011

The South 1/2 of the South 200 feet of the North 2,250 feet of the West 1/2 of the Southwest 1/4 (LESS the West 30 feet) of Section 24 Township 22 South, Range 31 East, Orange County, Florida.

Exhibit “C”

“PALMS AT WATERFORD”

DEFICIENT SEGMENT 1

Log of Project Contributions Colonial Drive (Avalon Park Boulevard to South Tanner 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	Avalon Park Blvd	S. Tanner Rd	1.08	D	1580	Widen from 4 to 6 lanes	2400	820	\$34,194,195	\$41,701

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	Avalon Park Blvd	S. Tanner Rd	1.08	D	1580	192	2400	820	\$8,006,446

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	Avalon Park Blvd	S. Tanner Rd	1.08	D	1580	2400	820	192	628	\$26,187,750	\$41,701

Updated: 3/12/25

Log of Project Contributions				
	Date	Project	Project Trips	Prop Share
Existing	Jun-18	Existing plus Committed	160	\$3,884,320
	Aug-18	Dr. Mole Vet Office	1	\$21,571
	Sep-20	O'Reilly Auto Parts	1	\$24,277
	May-21	Christian Brothers Automotive	2	\$48,554
	Jun-21	Lone Palm Reserve	3	\$72,831
	Jun-21	Colonial Storage	3	\$72,831
	Sep-21	Hancock Lone Palm	5	\$121,385
	Sep-21	Cross Life Church	1	\$24,277
	Jun-22	Bithlo Storage	2	\$51,512
	Jul-22	Hancock Lone Palm Townhomes	7	\$180,292
	Sep-22	Comer Lakes Gardens	5	\$128,780
	Jan-23	Petsuites Orlando	2	\$51,512
		Backlogged Totals:	192	\$4,682,142
Proposed	Mar-25	Palms at Waterford	6	\$250,206
				\$0
				\$0
				\$0
		Totals:	198	\$4,932,348

Exhibit “C”

“PALMS AT WATERFORD”

DEFICIENT SEGMENT 2

Log of Project Contributions Colonial Drive (Lake Pickett Road to Avalon Park 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	Lake Pickett Rd	Avalon Park Blvd	1.01	E	3020	Widen from 8 to 8 lanes	4040	1020	\$22,848,082	\$22,401

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	Lake Pickett Rd	Avalon Park Blvd	1.01	E	3020	344	4040	1020	\$7,705,628

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	Lake Pickett Rd	Avalon Park Blvd	1.01	E	3020	4040	1020	344	676	\$15,142,454	\$22,401

Updated: 3/7/25

Log of Project Contributions			
Date	Project	Project Trips	Prop Share
May-21	Existing plus Committed	253	\$2,868,261
May-21	Christian Brothers Automotive	3	\$34,011
Jun-21	Lone Palm Reserve	19	\$215,403
Jun-21	Colonial Storage	5	\$56,685
Jun-21	Woodsprings Suites (Updated from Expired)	6	\$68,022
Sep-21	Hancock Lone Palm	11	\$124,707
Dec-21	Toll Brothers Student Housing	6	\$68,022
Jun-22	Bithlo Storage	2	\$24,122
Jul-22	Hancock Lone Palm Townhomes	16	\$192,976
Sep-22	Oaks at Hancock Lone Palm	2	\$24,122
Dec-22	Culvers East Orange	14	\$168,854
Jan-23	Petsuites Orlando	5	\$60,305
Jan-23	Bonneville Drive Properties Office	2	\$24,122
	Backlogged Totals:	344	\$3,929,612
Mar-25	Palms st Waterford	14	\$313,614
			\$0
			\$0
			\$0
			\$0
Totals:		358	\$4,243,226

Exhibit “C”

“PALMS AT WATERFORD”

DEFICIENT SEGMENT 3

Log of Project Contributions Colonial Drive (Woodbury Road to Lake Pickett 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	Woodbury Rd	Lake Pickett Rd	0.76	E	3020	Widen from 6 to 8 lanes	4040	1020	17,162,616	\$16,856

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Colonial Dr	Woodbury Rd	Lake Pickett Rd	0.76	E	3020	744	4040	1020	\$12,540,496

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Colonial Dr	Woodbury Rd	Lake Pickett Rd	0.76	E	3020	4040	1020	744	276	\$4,652,120	\$16,856

Updated: 3/12/25

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Jun-18	Existing plus Committed	356	\$1,817,024
	Mar-17	Lake Pickett Apt	86	\$438,944
	Mar-17	Cube Smart Storage Facility	7	\$35,728
	Jun-17	CTI Building #300	1	\$9,785
	Jan-18	Woodbury Plaza	5	\$36,455
	Jan-18	Park Square Plaza	43	\$313,513
	Jun-18	Bonneville Drive Properties Office	1	\$7,996
	Aug-18	Lake Pickett ER	9	\$71,964
	Aug-18	Lake Pickett Center Parcel 1	28	\$223,888
	Jan-19	Woodsprings Suites	19	\$151,544
	Jun-19	Caliber Collision	2	\$15,952
	Aug-19	Dr. Mole Vet Office	1	\$7,976
	May-20	Waterford Lakes Multifamily	3	\$22,149
	Jul-21	Bank and Fast Food at 50	1	\$7,383
	Feb-21	Chase Bank at Waterford Lakes	2	\$16,740
	Feb-21	Waterford Lakes Golf	2	\$17,062
	May-21	Christian Brothers Automotive	2	\$17,062
	Jun-21	Lone Palm Reserve	17	\$145,027
	Jun-21	Colonial Storage	1	\$8,631
	Jun-21	Woodsprings Suites (Updated From Expired)	19	\$162,089
	Sep-21	Hancock Lone Palm	5	\$42,655
	Dec-21	Toll Brothers Student Housing	74	\$631,294
	May-22	Waterford Oaks	6	\$54,450
	Jul-22	Hancock Lone Palm Townhomes	14	\$127,050
	Sep-22	Oaks at Hancock Lone Palm	1	\$9,075
	Dec-22	Culvers East Orange	22	\$199,650
	Jan-23	Petsuites Orlando	2	\$17,062
	Jan-23	Bonneville Drive Properties Office	1	\$9,075
	May-23	Starbucks Coffee Shop at Alafaya	5	\$45,375
	Aug-23	Fifty South Student Housing	9	\$81,675
		Backlogged Totals:	744	\$4,744,173
Proposed	Mar-25	Palms at Waterford	29	\$488,824
				\$0
				\$0
				\$0
				\$0
		Totals:	773	\$5,232,997