



## Interoffice Memorandum

December 14, 2022

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

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

SUBJECT: January 24, 2023 – Consent Item  
Proportionate Share Agreement for The Registry on Grass Lake  
Avalon Road and US 192

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for The Registry on Grass Lake Avalon Road and US 192 ("Agreement") by and between Grass Lake FL, LP and Orange County for a proportionate share payment in the amount of \$1,068,802. 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 five deficient trips on the road segments of Avalon Road from Western Way to Flamingo Crossings Boulevard in the amount of \$35,080 per trip, 10 deficient trips on the road segments of Avalon Road from Hartzog Road to Western Way in the amount of \$14,903 per trip, 25 deficient trips on the road segments of Avalon Road from US 192 to Hartzog Road in the amount of \$12,924 per trip, and 18 deficient trips on the road segments of US 192 from Lake County Line to Osceola County Line in the amount of \$23,404 per trip.

The Roadway Agreement Committee recommended approval on December 14, 2022. 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 The Registry on Grass Lake Avalon Road and US 192 by and between Grass Lake FL, LP and Orange County for a proportionate share payment in the amount of \$1,068,802. District 1**

JVW/NC/js  
Attachment

BCC Mtg. Date: January 24, 2023

This instrument prepared by  
and after recording return to:

Robert Reese  
Brossier, Corp.  
952 Moss Lane  
Winter Park, Florida 32789

Parcel ID Numbers: 31-24-27-0000-00-020 and 31-24-27-0000-00-007

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

**PROPORTIONATE SHARE AGREEMENT FOR  
THE REGISTRY ON GRASS LAKE**

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**AVALON ROAD AND US 192**

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 Grass Lake FL, LP, a Virginia limited partnership (“**Owner**”), whose principal place of business is 448 Viking Drive Suite 220, Virginia Beach, Virginia 23452, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), whose address is P.O. Box 1393, Orlando, Florida 32802-1393.

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 and the proceeds of the PS Payment, as defined herein, will be allocated to Avalon Road and US192; and

WHEREAS, Owner intends to develop the Property as 320 multi-family units referred to and known as Registry on Grass Lake (the “**Project**”); and

WHEREAS, Owner received a letter from County dated November 11, 2022, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application #22-08-072 for the Project was denied; and

WHEREAS, the Project will generate 5 deficient PM Peak Hour trips (the “**Excess Trips 1**”) for the deficient roadway segment on Avalon Road from Western Way to Flamingo Crossings Boulevard; (the “**Deficient Segment 1**”), and 0 PM Peak Hour trips were available on Deficient Segment 1 on the date the CEL was denied, as further described in Exhibit “C”; and

WHEREAS, the Project will generate 10 deficient PM Peak Hour trips (the “**Excess Trips 2**”) for the deficient roadway segment on Avalon Road from Hartzog Road to Western Way (the “**Deficient Segment 2**”), and 0 PM Peak Hour trips were available on Deficient Segment 2 on the date the CEL was denied, as further described in Exhibit “C”; and

WHEREAS, the Project will generate 25 deficient PM Peak Hour trips (the “**Excess Trips 3**”) for the deficient roadway segment on Avalon Road from US 192 to Hartzog Road (the “**Deficient Segment 3**”), and 0 PM Peak Hour trips were available on Deficient Segment 3 on the date the CEL was denied, as further described in Exhibit “C”; and

WHEREAS, the Project will generate 18 deficient PM Peak Hour trips (the “**Excess Trips 4**”) for the deficient roadway segment on from US 192 from Lake County Line to Osceola County Line (the “**Deficient Segment 4**”), and 0 PM Peak Hour trips were available on Deficient Segment 4 on the date the CEL was denied, as further described in Exhibit “C”; and

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

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

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

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is one million sixty-eight thousand eight hundred two and 00/100 dollars (\$1,068,802.00) (the “**PS Payment**”); and

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

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

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

**Section 2. PS Payment; CEL.**

(a) **Calculation of PS Payment:** The amount of the PS Payment for the Deficient Segments, as described in Exhibit “C”, totals one million sixty-eight thousand eight hundred two and 00/100 dollars (\$1,068,802.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owner and County agree that the Excess Trips will constitute the Project’s impact on the aforementioned Deficient Segments based upon (i) Owner’s Traffic Study titled “THE REGISTRY ON GRASS LAKE” prepared by Traffic Planning and Design, Inc., dated September 2022 for Brossier, Corp. (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

October 17, 2022 and is on file and available for inspection with that division (CMS #2022072). Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within Orange County's jurisdiction, notwithstanding any subsequent variance in the actual cost of improvement to the Deficient Segments or actual traffic impacts created by the Project; provided, however, that if Owner subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Section 2(d) below. Owner and County further acknowledge and agree that the calculation of, and agreement regarding, the amount of the PS Payment constitute material inducements for the parties to enter into this Agreement.

(b) *Timing of PS Payment, Issuance of CEL.* Within ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of one million sixty-eight thousand eight hundred two and 00/100 dollars (\$1,068,802.00.) as the PS Payment. The check shall be made payable to "Orange County Board of County Commissioners" and shall be delivered to the Fiscal and Operational Support Division of the Planning, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, if the Property's future land use designation and zoning are consistent with the Project's proposed development, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segments. Within the time frame provided in the CEL, the Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section 30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial capacity reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within ninety (90) days of the Effective Date, one extension of ninety (90) days may be granted by the manager of County's Transportation Planning Division. In the event Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, this Agreement shall become null and void.

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

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

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

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

**Section 4. No Refund.** The PS Payment (including any capacity reservation fees paid with the PS Payment) is non-refundable 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: Grass Lake FL, LP.  
c/o Alex Olson  
448 Viking Drive Suite 220  
Virginia Beach, Virginia 23452

With copy to: Brossier, Corp.  
Robert Reese  
952 Moss Lane  
Winter Park, Florida 32789

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, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

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

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

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

**Section 7. Recordation of Agreement.** 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 hereto brings an action or proceeding including any counterclaim, cross-claim, or third-party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.

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

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

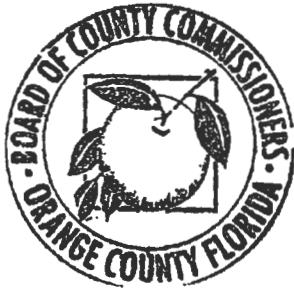
**Section 13. Termination.** In the event either (i) Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, as contemplated in Subsection 2(b), or (ii) Owner has timely paid the PS Payment to County and the Project has been constructed on the Property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

**Section 14. Counterparts.** This Agreement may be executed in up to 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]

Proportionate Share Agreement, The Registry on Grass Lake  
Grass Lake FL, LP for Avalon Road and US 192, 2023

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



“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*

for Jerry L. Demings  
Orange County Mayor

Date: January 24, 2023

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

By: *Katie Smith*  
Deputy Clerk

Print Name: Katie Smith



WITNESSES:

Vicki L. Hardin

Print Name: Vicki L. Hardin

Tammie S. Jakobson

Print Name: Tammie S. Jakobson

"OWNER"

Grass Lake FL, LP, a Virginia limited partnership

By: Grass Lake GP, LLC, a Virginia limited liability company, its General Partner

By: TMPR, LLC, a Virginia limited liability company, its Manager

By: [Signature]  
Raymond L. Gottlieb, Manager TMPR, LLC

Date: 12/01/2022

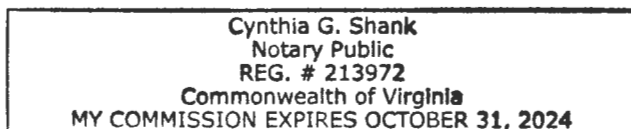
STATE OF: Virginia

COUNTY OF: Virginia Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of December, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of Raymond L. Gottlieb, Manager of TMPR, LLC, a Virginia limited liability company, as Manager of Grass Lake GP, LLC, a Virginia limited liability company, as General Partner of Grass Lake FL., LP, a Virginia limited partnership on behalf of said limited partnership, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 1 day of December, 2022

(Notary Stamp)



Cynthia G. Shank

Signature of Notary Public

Print Name: Cynthia G. Shank

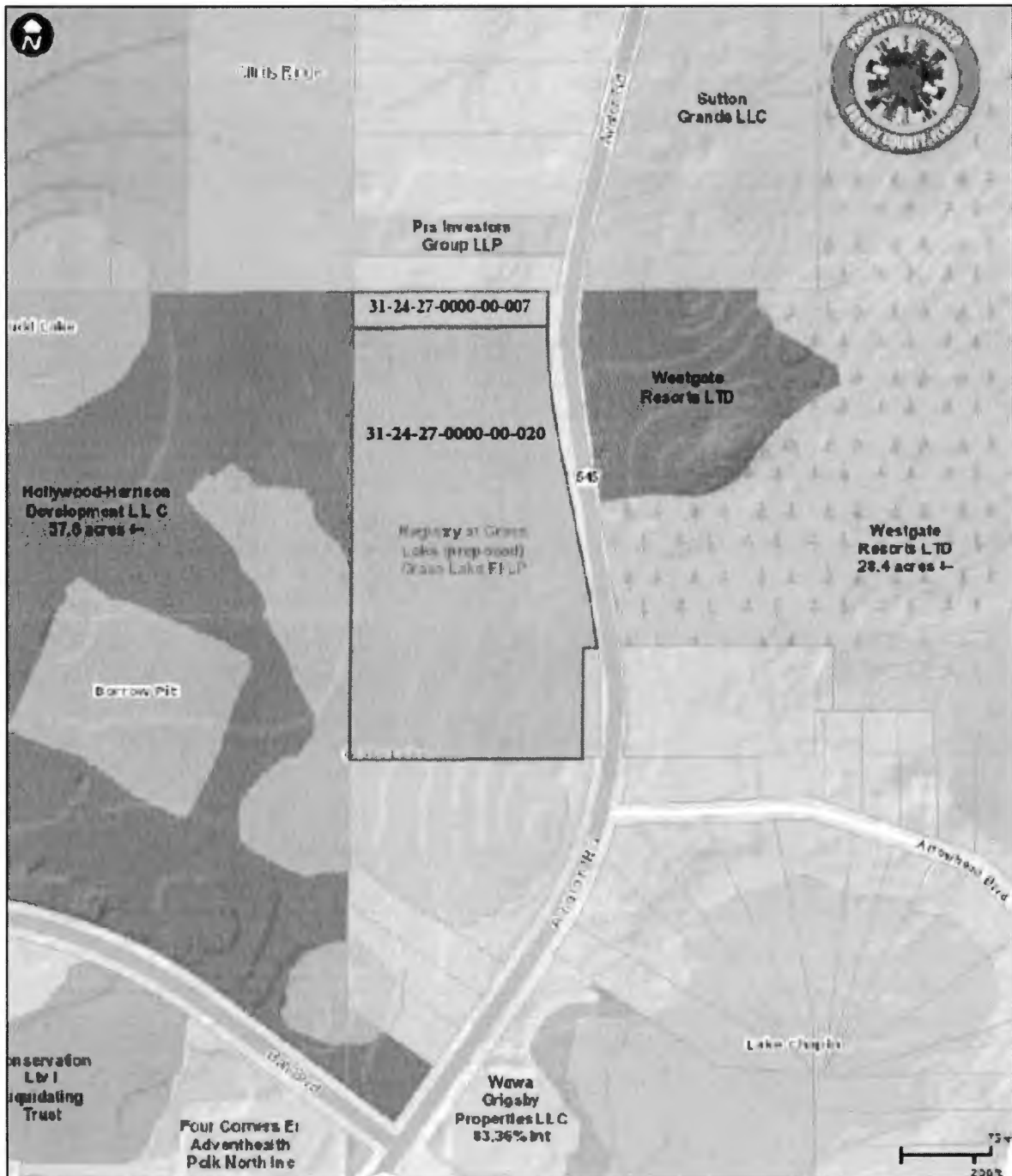
Notary Public, State of: Virginia

Commission Expires: 10/31/2024

**Exhibit "A"**

**"THE REGISTRY ON GRASS LAKE"**

**Project Location Map**



**Exhibit "B"**

**"THE REGISTRY ON GRASS LAKE"**

Parcel ID Numbers: 31-24-27-0000-00-020 and 31-24-27-0000-00-007  
(Page 1 of 2)

**Legal Description:**

**Parcel 1:**

The NW 1/4 of the SE 1/4, Section 31, Township 24 South, Range 27 East, Orange County, Florida, lying West of State Road No. S-545, LESS AND EXCEPT: The North 100.00 feet and LESS a strip of land in the Southeast corner measuring 315.00 feet North and South on the West side, and the North line measuring 47.51 feet East and West, the South line measuring 49.58 feet East and West; and further LESS AND EXCEPT the following land:

That part of the Southeast 1/4 of Section 31, Township 24 South, Range 27 East, Orange County, Florida, being described as follows:

Commence at the Northwest corner of said Southeast 1/4 (Center Section); thence run S00°12'32"W, along the West line of said Southeast 1/4, 100.00 feet to the South line of the North 100.00 feet of said Southeast 1/4; thence run N89°50'39"E, along said South line, 567.78 feet to the Point of Beginning; thence continue N89°50'39"E, along said South line 26.66 feet, to the West right of way line of Avalon Road (State Road No. 545) being a non-tangent curve concave Easterly; thence run Southerly along said curve and West right of way line, having a central angle of 09°25'38", a radius of 1178.92 feet, an arc length of 193.97 feet, a chord bearing of S03°26'19"E and a chord distance of 193.75 feet; thence run S08°09'08"E, along said West right of way line, 577.50 feet; thence leaving said right of way line, run N11°14'06"W, 434.60 feet to a curve concave Easterly; thence run Northerly along said curve having a central angle of 10°30'21", a radius of 1860.00 feet, an arc length of 341.05 feet, a chord bearing of N05°58'56"W and a chord distance of 340.58 feet, to the Point of Beginning;

LESS AND EXCEPT that portion of the above described land lying within the boundaries of the lands described in deeds recorded in Official Records Book 3518, Page 2777, Official Records Book 4341, Page 2507, Official Records Book 4385, Page 1806, Official Records Book 5296, Page 3098, Official Records Book 5655, Page 2982, Official Records Book 5655, Page 2984, Official Records Book 5655, Page 2986, Official Records Book 5655, Page 2988, of the Public Records of Orange County, Florida.

The above described parcels of land being more particularly described as follows:

That part of the Southeast 1/4 of Section 31, Township 24 South, Range 27 East, Orange County, Florida, being described as follows:

Begin at the Northwest corner of said Southeast 1/4 (Center Station); thence run N89°50'39"E along the North line of the said Southeast 1/4, 600.56 feet to the West right of way line of County 545 being non-tangent curve concave to the East; thence run Southwesterly along said curve having a central angle of 04°52'21", a radius of 1178.92 feet, an arc length of 100.26 feet, a chord bearing of S03°42'40"W and a chord distance of 100.23 feet to the South line of the North 100.00 feet of aforesaid Southeast 1/4; thence departing said right of way line run S89°50'39"W along said South line, 26.66 feet to a non-tangent curve concave to the East; thence run Southerly along said curve having a central angle of 10°30'21", a radius of 1860.00 feet, an arc length of 341.05 feet, a chord bearing of S5°58'56"E and a chord distance of 340.58 feet; thence run S11°14'06"E, 434.60 feet to the West right of way line of aforesaid County Road 545; thence run S08°09'08"E along said West right of way line, 146.86 feet to the North line of the South 315.00 feet of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of aforesaid Section 31; thence run S89°52'33"W along said North line, 50.61 feet to the West line of the lands described in deeds recorded in Official Records Book 3518, Page 2777, Official Records Book 4341, Page 2507, Official Records Book 4385, Page 1806, Official Records Book 5296, Page 3098, Official Records Book 5655, Page 2982, Official Records Book 5655, Page 2984, Official Records Book 5655, Page 2986, Official Records Book 5655,

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Page 2988, of the Public Records of Orange County, Florida; thence run S00°15'02"W along said West line, 315.00 feet to the South line of the Northwest 1/4 of the Southeast 1/4 of said Section 31; thence run S89°52'33"W along said South line, 661.25 feet to the West line of the Southeast 1/4 of said Section 31; thence run N00°12'32"E along said West line, 1325.38 feet to the Point of Beginning; LESS AND EXCEPT the North 100 feet thereof.

Parcel 2:

The North 100 feet of the following described property: All that part of the NW 1/4 of SE 1/4 of Section 31, Township 24 South, Range 27 East, lying West of State Road Number 545, Orange County, Florida.

LESS AND EXCEPT:

That part of the Southeast 1/4 of Section 31, Township 24 South, Range 27 East, Orange County, Florida, being described as follows:

Commence at the Northwest corner of said Southeast 1/4 (Center Section); thence run S00°12'32"W, along the West line of said Southeast 1/4, 100.00 feet to the South line of the North 100.00 feet of said Southeast 1/4; thence run N89°50'39"E, along said South line, 567.78 feet, to the Point of Beginning; thence continue N89°50'39"E, along said South line, 26.66 feet, to the West right of way line of Avalon Road (County Road No. 545) being a non-tangent curve concave Easterly; thence run Northerly along said curve having a central angle of 04°52'21", a radius of 1178.92 feet, an arc length of 100.26 feet, a chord bearing of N03°42'40"E and a chord distance of 100.23 feet, to the North line of the Southeast 1/4 of said Section 31; thence run S89°50'39"W, along said North line, 31.73 feet to a non-tangent curve concave Easterly, thence run Southerly along said curve having a central angle of 03°04'52", a radius of 1860.00 feet, an arc length of 100.03 feet, a chord bearing of S00°48'41"W and a chord distance of 100.01 feet, to the Point of Beginning.

Exhibit "C"

"THE REGISTRY ON GRASS LAKE"

DEFICIENT SEGMENT 1

Log of Project Contributions  
Avalon Rd (Western Way to Fleming Crossing Blvd)

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	Western Way Fleming Crossings Blvd	2.66	E	880	Wider from 2 to 4 lanes	2000	1120	\$32,255,617	\$35,080
County Share of Improvement									
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility	
Avalon Rd	Western Way Fleming Crossings Blvd	2.66	E	880	1546	2000	1120	\$54,223,529	
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	Western Way Fleming Crossings Blvd	2.66	E	880	2000	1120	1546	-425	\$35,080
								Remaining Project Cost	
								-\$14,643,782	

Updated: 10/14/22

Log of Project Contributions				
Date	Project	Project Trips	Prop Share	
Existing	Nov-20	Existing plus Committed	1,503	\$43,596,280
	Nov-20	Avalon Pointe	7	\$202,370
	Jan-22	Avalon Groves	5	\$175,400
	Jun-22	Elysian Luxury Apartments	2	\$70,160
	Aug-22	BB Groves AKA Acadades Ovation	24	\$641,920
	Backlogged Totals:	1546		\$44,886,130
Proposed	Oct-22	The Registry on Grass Lake	5	\$175,400
				\$0
				\$0
				\$0
				\$0
	Totals:	1551		\$45,061,530

Exhibit "C"

"THE REGISTRY ON GRASS LAKE"

DEFICIENT SEGMENT 2

Log of Project Contributions  
Avalon Rd (Hartzog Rd to Western Way)

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
Avalon Rd	Hartzog Rd Western Way	1.13	E	880	Widen from 2 to 4 lanes	2000
					Capacity Increase	1120
					Total Project Cost	\$18,660,362
					Cost / Trip	\$14,903

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	Hartzog Rd Western Way	1.13	E	880	1628	2000	1120	\$24,260,634

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
Avalon Rd	Hartzog Rd Western Way	1.13	E	880	2000	1120	1628	-508	-\$7,570,271	\$14,903

Updated: 10/14/22

Log of Project Contributions

Date	Project	Project Trips	Prop Share
Nov-20	Existing plus Committed	1,503	\$18,519,748
Nov-20	Avalon Pkwy	15	\$204,630
Jan-22	Avalon Groves PD	11	\$163,933
Aug-22	BB Groves AKA Aardvarks at Orion	24	\$1,400,352
	Backlogged Totals:	1628	\$20,288,163
Oct-22	The Registry on Grass Lake	10	\$149,030
			\$0
			\$0
			\$0
			\$0
	Totals:	1638	\$20,438,223

Exhibit "C"

"THE REGISTRY ON GRASS LAKE"

DEFICIENT SEGMENT 3

Log of Project Contributions  
Avalon Rd (US 192 to Hartzog 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
Avalon Rd	US 192 Hartzog Rd	0.98	E	880	Widen from 2 to 4 lanes	2000
						Capacity Increase
						1120
						Total Project Cost
						\$14,474,827
						Cost / Trip
						\$12,924

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	County (Backlog) Responsibility
Avalon Rd	US 192 Hartzog Rd	0.98	E	880	558	2000	\$7,211,588
						Capacity Increase	
						1120	

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Avalon Rd	US 192 Hartzog Rd	0.98	E	880	2000	558	562	\$7,263,262	\$12,924

Updated: 10/14/22

Log of Project Contributions

Date	Project	Project Trips	Prop Share
Nov-17	Existing plus Committed	381	\$3,745,375
Nov-17	CHS Hospital	5	\$51,575
Apr-18	Ball Boulevard	10	\$103,750
Mar-19	Flamingo Crossings LLC Housing West	10	\$108,510
Jan-20	Four Corners	5	\$59,155
Mar-20	AUS Orlando Hotels	14	\$165,034
Apr-20	Avalon Pointe	22	\$245,099
May-21	WaterStar Orlando MFLU	1	\$12,434
Nov-21	WaterStar Orlando Outcaves	2	\$24,568
Jan-22	Avalon Groves PD	15	\$163,880
Aug-22	BB Groves AKA Accobles at Ovation	106	\$1,322,844
	Backlogged Totals:	538	\$6,176,504
Oct-22	The Registry on Grass Lake	25	\$323,100
			\$0
			\$0
			\$0
			\$0
	Totals:	583	\$6,499,604

Exhibit "C"

"THE REGISTRY ON GRASS LAKE"

DEFICIENT SEGMENT 4

Log of Project Contributions  
US 192 (Lake County Line to Osceola County Line)

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
US 192	Lake County Line Osceola County Line	1.63	E	3020	Widen from 6 to 8 Lanes	4040	1020	\$23,871,808	\$23,404
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	
US 192	Lake County Line Osceola County Line	1.63	E	3020	395	4040	1020	\$9,244,513	
Developer Share of Improvement									
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Backlogged Trips	Capacity Increase	Capacity Increase for New Development	Remaining Project Cost
US 192	Lake County Line Osceola County Line	1.63	E	3020	4040	395	1020	625	\$14,627,394
									\$23,404

Updated: 10/14/22

Log of Project Contributions				
Date	Project	Project Trips	Prop Share	
Existing				
May-21	Existing plus Committed	395	\$9,244,580	
May-21	WaterStar Orlando MFU	31	\$891,979	
Nov-21	WaterStar Orlando Outparcels	50	\$1,029,868	
Jan-22	Avalon Groves	7	\$153,985	
Aug-22	BB Groves AK4 Accolades at Ovation	24	\$581,808	
	Backlogged Totals:	395	\$9,244,580	
Proposed				
Oct-22	The Registry on Grass Lake	18	\$421,272	
			\$0	
			\$0	
			\$0	
	Totals:	413	\$9,665,852	