



## Interoffice Memorandum

### AGENDA ITEM

May 1, 2017

TO: Mayor Teresa Jacobs  
AND  
Board of County Commissioners

FROM: James E. Harrison, Esq., P.E., Chairman  
Roadway Agreement Committee

SUBJECT: May 23, 2017 – Consent Item  
Proportionate Share Agreement Cube Smart Self Storage

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Cube Smart Self Storage on Colonial Drive: From Woodbury Road to Lake Pickett Road and Lake Pickett Road: Colonial Drive to Percival Road and Woodbury Road: Waterford Lakes Parkway to Colonial Drive ("Agreement") by and between East Colonial Capital Orlando, LLC and Orange County for a proportionate share payment in the amount of \$59,051. 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 30 days of the effective date of this Agreement. The Agreement follows the recommendations of the Roadway Agreement Committee providing for the mitigation of road impacts on Colonial Drive: From Woodbury Road to Lake Pickett Road for seven deficient trips in an amount of \$5,104 per trip; and Lake Pickett Road: Colonial Drive to Percival Road for one deficient trip in an amount of \$14,507 per trip; and on the road segment Woodbury Road: From Waterford Lakes Parkway to Colonial Drive in an amount of \$8,816 per trip.

The Roadway Agreement Committee approved the Proportionate Share Agreement on April 19, 2017. 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 407-836-5610.

**ACTION REQUESTED: Approval and execution of Proportionate Share Agreement for Cube Smart Self Storage Colonial Drive: From Woodbury Road to Lake Pickett Road Lake Pickett Road: Colonial Drive to Percival Road Woodbury Road: Waterford Lakes Parkway to Colonial Drive by and between East Colonial Capital Orlando, LLC and Orange County for a proportionate share payment in the amount of \$59,051. District 5**

JEH/HEGB:rep  
Attachment

BCC Mtg. Date: May 23, 2017

This instrument prepared by  
and after recording return to:

East Colonial Capital Orlando LLC  
Attn: Jahmal Glenn Adams  
3700 34<sup>th</sup> Street, Suite 220  
Orlando, Florida 32805

Parcel ID Number(s): 23-22-31-0000-00-006, 23-22-31-0000-00-029

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

## **PROPORTIONATE SHARE AGREEMENT FOR**

### **Cube Smart Self Storage**

Colonial Drive: From Woodbury Road to Lake Pickett Road

Lake Pickett Road: Colonial Drive to Percival Road

Woodbury Road: Waterford Lakes Parkway to 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 East Colonial Capital Orlando LLC), a Delaware limited liability company (“**Owner**”), whose mailing address is 3700 34<sup>th</sup> Street, Orlando, Florida 32805, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393.

WHEREAS, Owner is the owner of fee simple title to certain real property, as more particularly described on Exhibit “A,” attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, the Property is located in County Commission District 5, within the County’s Urban Service Area, and the proceeds of the PS Payment, as defined herein, will be allocated to Colonial Drive, Lake Pickett Road, and Woodbury Road; and

WHEREAS, Owner intends to develop the Property as 95,250 square-foot Mini-Warehouse (the “**Project**”); and

WHEREAS, Owner received a letter from County dated April 11, 2017 stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application # 16-11-101 for the Project was denied; and

WHEREAS, the Project will generate seven (7) deficient PM Peak Hour trips (the “**Excess Trips 1**”) for the deficient roadway segment on Colonial Drive from Woodbury Road to Lake Pickett 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 “B” hereto; and

WHEREAS, the Project will generate one (1) deficient PM Peak Hour trips (the “**Excess Trips 2**”) for the deficient roadway segment on Lake Pickett Road from Colonial Drive to Percival Road (the “**Deficient Segment 2**”), and zero (0) PM Peak Hour trips were available on the Deficient Segment 2 on the date the CEL was denied as further described in Exhibit “B” hereto; and

WHEREAS, the Project will generate one (1) deficient PM Peak Hour trips (the “**Excess Trips 3**”) for the deficient roadway segment on Woodbury Road from Waterford Lakes Parkway to Colonial Drive (the “**Deficient Segment 3**”), and zero (0) PM Peak Hour trips were available on the Deficient Segment 3 on the date the CEL was denied as further described in Exhibit “B” hereto; and

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

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

WHEREAS, the Excess Trips will cause the Deficient Segments to operate below adopted Level of Service standards and, therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owner shall provide the 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 Fifty-Nine Thousand Fifty-One and 00/100 Dollars (\$59,051.00). (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. Issuance of Capacity Encumbrance Letter.***

(a) *Calculation of PS Payment:* The amount of the PS Payment for the Deficient Segments described in Exhibit “B,” attached hereto and incorporated herein by reference, totals Fifty-Nine Thousand Fifty-One and 00/100 Dollars (\$59,051.00). 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 constitute the Project’s impact on the aforementioned Deficient Segments based upon (i) Owner’s Traffic Study titled Traffic Impact Study for Concurrency Application Review Storage Facility at 12771 East Colonial Drive prepared by Traffic Planning and Design, Inc on December 05, 2016 for Structure Development, LLC (the “Traffic Study”), and incorporated herein by this reference, and (ii) upon calculations described in Exhibit “B.” The Traffic Study was accepted by the Orange County Transportation Planning Division on December, 2016, and is on file and available for inspection with that Division (CMS #2016101). 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 Project as proportionate share mitigation for impacts of the Project upon roadways impacted by the Project 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.* Within thirty (30) days following the Effective Date, Owner shall deliver a check to County in the amount of Fifty-Nine Thousand Fifty-One and 00/100 Dollars (\$59,051.00) 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 Community, Environmental, and Development Services Department. Within twenty-one (21) days following its receipt of the PS Payment, 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 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 thirty (30) days of 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, based upon Owner's commitment to pay 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. Nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, regulations, 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 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 more particularly described in Exhibit "B" attached hereto. 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 reservation fees paid with the PS Payment) is non-refundable.

**Section 5. Notice.** 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 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. 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: East Colonial Capital Orlando LLC  
3700 34<sup>th</sup> Street, Suite 220  
Orlando, Florida 32805

With copy to: Traffic Planning and Design, Inc.  
Turgut Dervish, President  
535 Versailles Drive  
Maitland, Florida 32751

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

With copy to: Orange County Community, 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 Community, Environmental, and Development  
Services Department  
Manager, Transportation Planning Division  
4200 South John Young Parkway  
Orlando, Florida 32839

Orange County Community, Environmental, and Development  
Services Department  
Manager, Planning Division  
201 South Rosalind Avenue, 2nd Floor  
Orlando, FL 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.** The parties hereto agree that this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owner's expense, within ten (10) business 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.

**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.

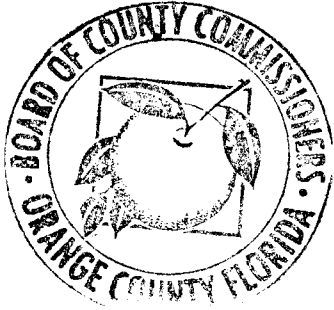
**Section 12. Amendments.** No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing executed by all of the parties.

**Section 13. Counterparts.** This Agreement may be executed in up to three (3) counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

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.

[Signatures appear on following pages]

Proportionate Share Agreement  
East Colonial Capital Orlando LLC  
for Colonial Drive, Lake Pickett Road, and Woodbury Road, 2017



**"COUNTY"**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*

Teresa Jacobs

*Tu* Orange County Mayor

Date: 5.23.17

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

By: *Craig A. Stopyla*  
for Deputy Clerk

Print Name: Craig A. Stopyla



Proportionate Share Agreement  
East Colonial Capital Orlando LLC  
for Colonial Drive, Lake Pickett Road, and Woodbury Road, 2017

**WITNESSES:**

Gary J. Guastella

Print Name: Gary J. Guastella

Amine Harb

Print Name: AMINE HARB

**"OWNER"**

East Colonial Capital Orlando LLC, a  
Delaware limited liability company

By: East Colonial Capital LLC, a Florida  
limited liability company, its Managing  
Member

By: NCC, LLC, a Florida limited liability  
company, its Manager

By: Jahmal Glenn Adams

Print Name: Jahmal Glenn Adams

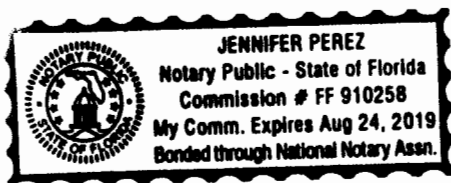
Title: Manager

Date: 5/2/17

**STATE OF FLORIDA  
COUNTY OF ORANGE**

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Jahmal Glenn Adams, Manager of NCC, LLC, a Florida limited liability company, which is the Manager of East Colonial Capital LLC, a Florida limited liability company, which is the Managing Member of East Colonial Capital Orlando LLC, a Delaware limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 2ND day of MAY, 2017. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 2ND day of MAY, 2017.



Jennifer Perez  
NOTARY PUBLIC

Print Name: JENNIFER PEREZ

My Commission Expires: 8/24/19

**Exhibit "A"**

**"CUBE SMART SELF STORAGE"**

Parcel ID: 23-22-31-0000-00-006, 23-22-31-0000-00-029

**Legal Description:**

**Parcel 1:**

Beginning at the Southwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 23, Township 22 South, Range 31 East, Orange County, Florida run 300 feet East to Point of Beginning, thence North 400 feet, thence East 100 feet, thence South 400 feet, thence West 100 feet to Point of Beginning, less road right-of-way on South.

**AND**

The North 45.60 feet of the South 445.60 feet of the East 100 feet of the West 400 feet of the Northeast 1/4 of the Northwest 1/4 of Section 23, Township 22 South, Range 31 East, Orange County, Florida.

Containing 0.81 acres, more or less.

**Parcel 2:**

The South one (1) acre of the East 100 feet of the West 500 feet of the Northeast 1/4 of the Northwest 1/4 of Section 23, Township 22 South, Range 31 East, Orange County, Florida, less road right-of-way on South.

Containing 0.78 acres, more or less.

Together with easement rights for the benefit of Parcel 2 granted in Declaration of Cross Access Driveway Easement recorded April 28, 1999 in Official Records Book 5737, Page 918; and Amendment to Declaration of Cross-Access Driveway Easement recorded June 27, 2005 in Official Records Book 8042, Page 4637, and as further reserved in Warranty Deed recorded April 28, 1999 in Official Records Book 5737, Page 914, Public Records of Orange County, Florida.

Together containing 1.585 acres, more or less.

**Exhibit "B"**

**"CUBE SMART SELF STORAGE" Log of Project Contributions**

**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 |
| East Colonial                           | Woodbury Road                     | Lake Pickett | 0.76           | E           | 3020                          | Widen from 6 to 8 lanes | 4040                          | 1020              | \$5,205,549        |
| Cost / Trip                             |                                   |              |                |             |                               |                         |                               |                   |                    |
| \$5,104                                 |                                   |              |                |             |                               |                         |                               |                   |                    |

| 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 |
| East Colonial                  | Woodbury Road                     | Lake Pickett | 0.76           | E           | 3020                          | 356              | 4040                          | 1020              | \$1,816,839                     |

| 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 |
| East Colonial                  | Woodbury Road                     | Lake Pickett | 0.76           | E           | 3020                          | 4040                          | 1020              | 356              | 664                                   | \$3,388,710            | \$5,104     |

Updated: 4/25/17

| Log of Project Contributions |         |                         |             |
|------------------------------|---------|-------------------------|-------------|
| Date                         | Project | Project Trips           | Prop Share  |
| Existing                     | Mar-17  | Existing plus Committed | \$1,817,024 |
|                              |         |                         | \$0         |
|                              |         |                         | \$0         |
|                              |         |                         | \$0         |
|                              |         |                         | \$0         |
|                              |         |                         | \$0         |
|                              |         |                         | \$0         |
|                              |         |                         | \$0         |
|                              |         |                         | \$0         |
|                              |         |                         | \$0         |
| Backlogged Totals:           |         | 356                     | \$1,817,024 |
| Proposed                     | Mar-17  | Storage Facility        | \$35,728    |
|                              |         | Lake Pickett Apt        | \$438,944   |
|                              |         |                         | \$0         |
|                              |         |                         | \$0         |
|                              |         |                         | \$0         |
|                              |         |                         | \$0         |
|                              |         |                         | \$0         |
|                              |         |                         | \$0         |
|                              |         |                         | \$0         |
|                              |         |                         | \$0         |
| Totals:                      |         | 449                     | \$2,291,696 |

Proportionate Share Agreement  
East Colonial Capital Orlando LLC  
for Colonial Drive, Lake Pickett Road, and Woodbury Road, 2017

| Roadway Improvement Project Information |  |
|---|--|
| Project Name                            |  |
| Project Number                          |  |
| Project Location                        |  |
| Project Description                     |  |
| Project Status                          |  |
| Project Start Date                      |  |
| Project End Date                        |  |
| Project Budget                          |  |
| Project Funding Source                  |  |
| Project Manager                         |  |
| Project Sponsor                         |  |
| Project Stakeholders                    |  |
| Project Risks                           |  |
| Project Benefits                        |  |
| Project Deliverables                    |  |
| Project Milestones                      |  |
| Project Communication                   |  |
| Project Documentation                   |  |
| Project Reporting                       |  |
| Project Evaluation                      |  |
| Project Review                          |  |
| Project Closure                         |  |

| 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 Pickett Rd                | Colonial Drive                    | Percival Rd | 1.06           | E           | 880                           | Widen from 2 to 4 lanes | 2000                          | 1120              | \$16,247,240       | \$14,507    |

| County Share of Improvement |      |
|-----------------------------|------|
| 1                           | 100% |
| 2                           | 100% |
| 3                           | 100% |
| 4                           | 100% |
| 5                           | 100% |
| 6                           | 100% |
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| 97                          | 100% |
| 98                          | 100% |
| 99                          | 100% |
| 100                         | 100% |

| 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 Pickett Rd                | Colonial Drive                    | Percival Rd | 1.06           | E           | 880                           | 209              | 2000                          | 1120              | \$3,031,851                     |

## 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 Pickett Rd                | Colonial Drive                    | Perceval Rd | 1.06           | E           | 880                           | 2000                          | 1120              | 209              | 911                                   | \$13,215,389           | \$14,507    |

Updated: 4/25/17

### Log of Project Contributions

|          | Date               | Project                 | Project Trips | Prop Share  |
|----------|--------------------|-------------------------|---------------|-------------|
| Existing | Mar-17             | Existing plus Committed | 209           | \$3,031,963 |
|          |                    |                         |               |             |
|          |                    |                         |               | \$0         |
|          |                    |                         |               | \$0         |
|          |                    |                         |               | \$0         |
|          |                    |                         |               | \$0         |
|          |                    |                         |               | \$0         |
|          |                    |                         |               | \$0         |
|          |                    |                         |               | \$0         |
|          | Backlogged Totals: |                         | 209           | \$3,031,963 |
| Proposed | Jan-17             | Storage Facility        | 1             | \$14,507    |
|          |                    | Lake Pickett MFU        | 11            | \$159,577   |
|          |                    |                         |               |             |
|          |                    |                         |               |             |
|          |                    |                         |               |             |
|          |                    |                         |               | \$0         |
|          |                    |                         |               | \$0         |
|          |                    |                         |               | \$0         |
|          |                    |                         |               | \$0         |
|          |                    |                         |               | \$0         |
|          |                    |                         | \$0           |             |
|          | Totals:            |                         | 221           | \$3,206,047 |

Log of Project Contributions  
 Woodbury Road (Waterford Lakes Parkway to Colonial Drive)

| Roadway Improvement Project Information |                                   |             |                |             |                               |                         |                               |                   |                    |
|---|-----------------------------------|-------------|----------------|-------------|-------------------------------|-------------------------|-------------------------------|-------------------|--------------------|
| Planned Improvement Roadway(s)          | Limits of Improvement (From - To) |             | Segment Length | Adopted LOS | Existing Generalized Capacity | Type of Improvement     | Improved Generalized Capacity | Capacity Increase | Total Project Cost |
| Woodbury Road                           | Waterford Lakes Pkwy              | Colonial Dr | 0.77           | E           | 800                           | Widen from 2 to 4 lanes | 1700                          | 900               | \$7,934,080        |

| County Share of Improvement    |                                   |             |                |             |                               |                  |                               |                   |                                 |
|--------------------------------|-----------------------------------|-------------|----------------|-------------|-------------------------------|------------------|-------------------------------|-------------------|---------------------------------|
| Planned Improvement Roadway(s) | Limits of Improvement (From - To) |             | Segment Length | Adopted LOS | Existing Generalized Capacity | Backlogged Trips | Improved Generalized Capacity | Capacity Increase | County (Backlog) Responsibility |
| Woodbury Road                  | Waterford Lakes Pkwy              | Colonial Dr | 0.77           | E           | 800                           | 164              | 1700                          | 900               | \$1,445,766                     |

| Developer Share of Improvement |                                   |             |                |             |                               |                               |                   |                  |                                       |                        |             |
|--------------------------------|-----------------------------------|-------------|----------------|-------------|-------------------------------|-------------------------------|-------------------|------------------|---------------------------------------|------------------------|-------------|
| Planned Improvement Roadway(s) | Limits of Improvement (From - To) |             | Segment Length | Adopted LOS | Existing Generalized Capacity | Improved Generalized Capacity | Capacity Increase | Backlogged Trips | Capacity Increase for New Development | Remaining Project Cost | Cost / Trip |
| Woodbury Road                  | Waterford Lakes Pkwy              | Colonial Dr | 0.77           | E           | 800                           | 1700                          | 900               | 164              | 736                                   | \$6,488,314            | \$8,816     |

Updated: 4/26/17

| Log of Project Contributions |         |                         |             |
|------------------------------|---------|-------------------------|-------------|
| Date                         | Project | Project Trips           | Prop Share  |
| Existing                     | Feb-13  | Existing plus Committed | 126         |
|                              |         |                         | \$1,110,816 |
|                              |         |                         |             |
|                              | Jul-13  | Town Park Outparcels    | 3           |
|                              |         |                         | \$26,448    |
|                              | Oct-13  | Town Park Multi Family  | 3           |
|                              |         |                         | \$26,448    |
| Proposed                     | Oct-13  | Popeye's East Colonial  | 4           |
|                              |         |                         | \$35,264    |
|                              | Jul-14  | Waterford Oaks Phase II | 28          |
|                              |         |                         | \$229,216   |
|                              | Jul-15  | 7-Eleven Development    | 2           |
|                              |         |                         | \$17,632    |
|                              |         |                         |             |
|                              |         | Backlogged Totals:      | 164         |
|                              |         |                         | \$1,445,824 |
|                              | Mar-17  | Storage Facility        | 1           |
|                              |         |                         | \$8,816     |
|                              |         | Lake Pickett MFU        | 11          |
|                              |         |                         | \$96,976    |
|                              |         |                         |             |
|                              |         |                         |             |
|                              |         |                         |             |
|                              |         | Totals:                 | 176         |
|                              |         |                         | \$1,551,616 |