

This instrument prepared by
and after recording return to:

Nizamuddin Khan, President
Go Construction Services
5722 Young Pine Road, Suite 170
Orlando, Florida 32829

Parcel ID Numbers: 26-22-30-0000-00-064

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

**PROPORTIONATE SHARE AGREEMENT FOR
GOLDENROD BUSINESS CENTER**

CHICKASAW TRAIL AND LAKE UNDERHILL ROAD

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 105 Goldenrod, LLC, a Florida limited liability company (“**Owner**”), with its principal place of business at 479 Montgomery Place, Altamonte Springs, Florida 32714, and Orange County, a charter county and political subdivision of the State of Florida (“**County**”), with its principal address at P.O. Box 1393, Orlando, Florida 32802-1393. Owner and County may sometimes be referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, Owner holds fee simple title to certain real property, as generally depicted on Exhibit “A” and more particularly described on Exhibit “B”, both of which exhibits are attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, the Property is located in County Commission District 3, and the proceeds of the PS Payment, as defined herein, will be allocated to Chickasaw Trail and Lake Underhill Road; and

WHEREAS, Owner intends to develop the Property as a 7,000 Sq. Ft. Retail, 7,000 Sq. Ft. Office, and 13,500 Sq. Ft. Warehouse, referred to and known as Goldenrod Business Center (the “**Project**”); and

WHEREAS, Owner received a revised letter from County dated May 22, 2025, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application #CEL-24-11-097 for the Project was denied; and

WHEREAS, the Project will generate Two (2) deficient PM Peak Hour trips (the “**Excess Trips 1**”) for the deficient roadway segment on Chickasaw Trail from Lake Underhill Road to Valencia College Lane (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 Two (2) deficient PM Peak Hour trips (the “**Excess Trips 2**”) for the deficient roadway segment on Lake Underhill Road from Goldenrod Road to Madeira Avenue (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 Excess Trips 1 and Excess Trips 2 shall be referred to herein collectively as the Excess Trips; and

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

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

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is Eighty-Five Thousand One Hundred Eighty-Six and 00/100 Dollars (\$85,186.00) (the “**PS Payment**”); and

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

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

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

Section 2. PS Payment; CEL.

(a) *Calculation of PS Payment:* The amount of the PS Payment for the Deficient Segments, as described in Exhibit “C”, totals Eighty-Five Thousand One Hundred Eighty-Six and 00/100 Dollars (\$85,186.00). 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 “Goldenrod Business Center” prepared by Premier Traffic Group, dated January 14, 2025, for Go Construction Services (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 March

6, 2025, and is on file and available for inspection with that division (CMS # 2024097). 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 Eighty-Five Thousand One Hundred Eighty-Six and 00/100 Dollars (\$85,186.00) 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: Abish Thomas
105 Goldenrod, LLC
479 Montgomery Place
Altamonte Springs, Florida 32714

With copy to: Nizamuddin Khan, President
DNK Construction LLC dba Go Construction Services
5722 Young Pine Road, Suite 170
Orlando, Florida 32829

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: _____
Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Print Name: _____

WITNESSES:

“OWNER”

Ram Nival
Signature of Witness

Print Name: Ram Nival

Mailing Address: 1601 Shady Ridge -
ct, Orlando, FL 32807

Asrar
Signature of Witness

Print Name: Asrar Ahmed Mohammed

Mailing Address: 1969 S Alafaya Trail,
#244, Orlando, Florida 32828.

**105 Goldenrod, LLC, a Florida liability
company**

By: [Signature]

Print Name: Abish Thomas

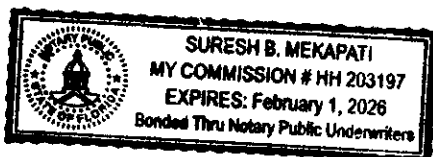
Title: Manager

STATE OF: Florida

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 20 day of May, 2025, by Abish Thomas, as
Manager of 105 Goldenrod, LLC, a Florida liability company, on behalf of such company, who ☐
is personally known to me or ☒ has produced Florida Div. Lic. as identification.

(Notary Stamp)



[Signature]
Signature of Notary Public
Print Name: SURESH B. MEKAPATI
Notary Public, State of: Florida
Commission Expires: 02/01/2026
(mm/dd/yyyy)

Exhibit “A”
“GOLDENROD BUSINESS CENTER”

Project Location Map



Exhibit “B”

“GOLDENROD BUSINESS CENTER”

Parcel ID: 26-22-30-0000-00-064

Legal Description:

N1/4 of the S.W.1/4 of the NW1/4 of the SE1/4 of Section 26, Township 22 South, Range 30 East, Public Records of Orange County, Florida, less the West 50 feet for Road.

Exhibit "C"

"GOLDENROD BUSINESS CENTER"

DEFICIENT SEGMENT 1

Log of Project Contributions Chickasaw Trail (Lake Underhill Road to Valencia College Lane)

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
Chickasaw Tr	Lake Underhill Rd	Valencia College Lane	1.03	E	880	Widen from 2 to 4 lanes	2000	1120	\$21,740,754	\$19,412

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
Chickasaw Tr	Lake Underhill Rd	Valencia College Lane	1.03	E	880	81	2000	1120	\$1,572,322

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
Chickasaw Tr	Lake Underhill Rd	Valencia College Lane	1.03	E	880	2000	1120	81	1039	\$20,168,431	\$19,412

Updated: 5/9/25

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Mar-25	Existing plus Committed	81	\$1,572,372
	Apr-25	Chickasaw Villas	1	\$19,412
		Backlogged Totals:	81	\$1,591,784
Proposed	Apr-25	Goldenrod Business Center	2	\$38,824
				\$0
				\$0
				\$0
				\$0
		Totals:	83	\$1,630,608

Exhibit “C”

“GOLDENROD BUSINESS CENTER”

DEFICIENT SEGMENT 2

Log of Project Contributions Lake Underhill Road (Goldenrod Road to Madeira Avenue)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Lake Underhill Rd	Goldenrod Rd	Madeira Ave	1.23	E	880	Widen from 2 to 4 lanes	2000	1120	\$25,962,259	\$23,181

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Lake Underhill Rd	Goldenrod Rd	Madeira Ave	1.23	E	880	70	2000	1120	\$1,622,641

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Lake Underhill Rd	Goldenrod Rd	Madeira Ave	1.23	E	880	2000	1120	70	1050	\$24,339,618	\$23,181

Updated: 3/24/25

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Feb-13	Existing Plus Committed	37	\$857,697
	Mar-17	Goldenrod Checkers	1	\$13,022
	Apr-19	River Run	6	\$78,132
	Jan-22	Lake Underhill Ambulatory Center	12	\$278,172
	Mar-22	Eastland Baptist Church and Gym	2	\$46,362
	Apr-22	Goldenrod Car Wash	8	\$129,768
	Oct-23	Store Space Chickasaw	1	\$18,505
	Oct-24	Cardinal Pointe Senior Housing	3	\$58,875
	Backlogged Totals:		70	\$1,480,533
Proposed	Mar-25	Goldenrod Business Center	2	\$46,362
				\$0
				\$0
				\$0
				\$0
	Totals:		72	\$1,526,895