



Interoffice Memorandum

AGENDA ITEM

August 21, 2020

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

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

SUBJECT: September 22, 2020 – Consent Item
Proportionate Share Agreement for Bank and Fast-Food Project
East Colonial Drive

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Bank and Fast-Food Project East Colonial Drive ("Agreement") by and between RAM Holding Group, LLC. and Orange County for a proportionate share payment in the amount of \$48,645. 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 one deficient trip on the road segments of East Colonial Drive from Woodbury Road to Lake Picket Road in the amount of \$7,383 per trip, one deficient trip on the road segments of Woodbury Road from Waterford Lakes Parkway to East Colonial Drive in the amount of \$11,568, and one deficient trip on the road segments of Alafaya Trail from Science Drive to East Colonial Drive in the amount of \$29,694 per trip.

The Roadway Agreement Committee recommended approval on August 19, 2020. 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 Bank and Fast-Food Project East Colonial Drive by and between RAM Holding Group, LLC. and Orange County for a proportionate share payment in the amount of \$48,645. District 5

JVW/HEGB/fb

BCC Mtg. Date: September 22, 2020

This instrument prepared by
and after recording return to:

Sarah Liakos, Vice President
Wagner Property Group, LLC
4211 West Boy Scout Boulevard, Suite 620
Tampa, Florida 33607

Parcel ID Number: 22-22-31-0000-00-007

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

**PROPORTIONATE SHARE AGREEMENT FOR
BANK AND FAST-FOOD PROJECT**

EAST 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 RAM Holding Group, LLC., a Florida Limited Liability Company, whose principal place of business is 29 Cardamon Drive Orlando, FL 32825, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("**County**"), whose address is P.O. Box 1393, Orlando, FL 32802-1393.

WHEREAS, Owner is the owner of 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 5, within the County's Urban Service Area, and the proceeds of the PS Payment, as defined herein, will be allocated to E Colonial Drive, Woodbury Road, and Alafaya Trail; and

WHEREAS, Owner intends to develop the Property as 2,200 SF Bank and 2,543 SF Fast-Food Restaurant, referred to and known as Bank and Fast-Food Project (the "**Project**"); and

WHEREAS, Owner received a letter from County dated July 30, 2020, stating that Owner's Capacity Encumbrance Letter ("**CEL**") application #20-04-036 for the Project was denied; and

WHEREAS, the Project will generate 1 deficient PM Peak Hour trip (the "**Excess Trip 1**") for the deficient roadway segment on East Colonial Drive from Woodbury Road to Lake Picket Road (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" attached hereto and incorporated herein; and

WHEREAS, the Project will generate 1 deficient PM Peak Hour trip (the “**Excess Trip 2**”) for the deficient roadway segment on Woodbury Road from Waterford Lakes Parkway to East Colonial Drive (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” attached hereto and incorporated herein; and

WHEREAS, the Project will generate 1 deficient PM Peak Hour trip (the “**Excess Trip 3**”) for the deficient roadway segment on Alafaya Trail from Science Drive to East Colonial Drive (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” attached hereto and incorporated herein; and

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

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

WHEREAS, the Excess Trips will cause the Deficient Segments to operate below adopted Level of Service standards; therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, 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 forty-eight thousand six hundred forty five and 00/100 Dollars (\$48,645.00) (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 forty-eight thousand six hundred forty-five and 00/100 Dollars (\$48,645.00). 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 Bank and Fast-Food Project prepared by Bowman Consulting Group, dated June 25, 2020 for Bowman Consulting Group (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 July 22, 2020 and is on file and available for inspection with that division (CMS #2020-036). 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 forty-eight thousand six hundred forty-five and 00/100 Dollars (\$48,645.00) 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, 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. 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 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.

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: RAM Holding Group, LLC
29 Cardamon Drive
Orlando, Florida 32825

With copy to: Wagner Property Group, LLC
4211 West Boy Scout Boulevard, Suite 620
Tampa, Florida 33607

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
Planning, Environmental, and Development Services Department
Manager, Transportation Planning Division
4200 South John Young Parkway
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. 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 and formally 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.

[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

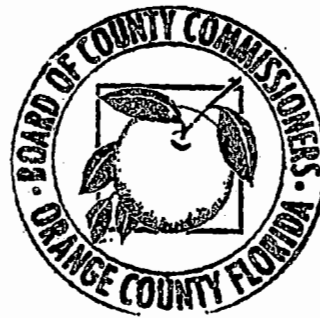
By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: SEP 22 2020

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

By: *Katie Smith*
Deputy Clerk

Print Name: **Katie Smith**



Proportionate Share Agreement, Bank and Fast-Food Project
Ram Holding Group, LLC. for East Colonial Drive, Woodbury Road and Alafaya Trail 2020

WITNESSES:

[Signature]

Print Name: Damary Selbrey

[Signature]

Print Name: Andres Texidor

"OWNER"

RAM HOLDING GROUP, LLC.

By: [Signature]

Print Name: Erik Ramirez

Title: Vice President

Date: 8/11/20

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of August, 2020, by Erik Ramirez, as Vice President of RAM Holding Group, LLC., a Florida Limited Liability Company, on behalf of such Corporation, who [] is personally known to me or [] has produced Valid FLDL as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of August, 2020.

[Signature]
NOTARY PUBLIC

Print Name: Moses Cruz Martinez

My Commission Expires: 10/15/2021



MOSES CRUZ-MARTINEZ
Commission # GG 151499
Expires October 15, 2021
Bonded Thru Budget Notary Services

Exhibit "A"

"BANK AND FAST-FOOD PROJECT"

Project Location Map



Exhibit "B"

"BANK AND FAST-FOOD PROJECT"

Parcel ID: 22-22-31-0000-00-007

Legal Description:

The East 229 feet of the West one-half of the East one-half of the Northeast one-quarter of the Northeast one-quarter of Section 22, Township 22 South, Range 31 East, less State Road right of way as recorded in Deed Book 713, Page 223, Public Records of Orange county, Florida, less and except that portion conveyed in Official Records Book 7024, page 1279, Public Records of Orange County, Florida.

Exhibit "C"

"BANK AND FAST-FOOD PROJECT"

DEFICIENT SEGMENT #1

Log of Project Contributions
 East Colonial Dr (Woodbury Rd to Lake Pickett 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	Capacity Increase	Total Project Cost	Cost / Trip
East Colonial Dr	Woodbury Rd to Lake Pickett Rd	0.76	E	3020	Widen from 6 to 8 lanes	4040	1020	\$7,500,080	\$7,383

County Share of Improvement				
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	County (Backlog) Responsibility
East Colonial Dr	Woodbury Rd to Lake Pickett Rd	0.76	E	\$4,141,544

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 Dr	Woodbury Rd to Lake Pickett Rd	0.76	E	3020	4040	1020	561	459	\$3,888,536	\$7,383

Updated: 7/22/20

Log of Project Contributions				
Date	Project	Trips	Prop Share	Cost
Jun-18	Existing plus Committed	356	\$1,817,024	
Mar-17	Lake Pickett Apt	86	\$439,944	
Mar-17	Cube Smart Storage Facility	7	\$35,728	
Jun-17	CTI Building #300	1	\$9,785	
Jun-18	Woodbury Plaza	5	\$36,455	
Jun-18	Park Square Plaza	43	\$313,513	
Jun-18	Bonnevile Drive Properties Office	1	\$7,996	
Aug-18	Lake Pickett ER	9	\$71,964	
Aug-18	Lake Pickett Center Parcel 1	28	\$223,889	
Jun-19	Woodsprings Suites	19	\$161,544	
Jun-19	Callier Collision	2	\$15,952	
Aug-19	Dr. Mole Vet Office	1	\$7,976	
May-20	Waterford Lakes Multifamily	3	\$22,149	
	Backlogged Totals:	561	\$3,162,918	
Jul-20	Bank and Fast food at 12309 E.50	1	\$7,383	
			\$0	
			\$0	
			\$0	
			\$0	
	Totals:	562	\$3,160,301	

Existing

Proposed

DEFICIENT SEGMENT #2

Log of Project Contributions
 Woodbury Rd (Waterford Lakes Pkwy to Colonial Dr)

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
Woodbury Rd	Waterford Lakes Pkwy Colonial Dr	0.77	E	800	Widen from 2 to 4 lanes	1700	900	\$10,411,178	\$11,568

County Share of Improvement				
Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	County (Backlog) Responsibility
Woodbury Rd	Waterford Lakes Pkwy Colonial Dr	0.77	E	\$2,493,682

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	Cost / Trip
Woodbury Rd	Waterford Lakes Pkwy Colonial Dr	0.77	E	800	1700	210	900	684	\$7,912,494	\$11,568

Updated: 7/22/20

Log of Project Contributions										
Date	Project	Project Trips	Prop Share	Existing	Improved	Backlogged	Capacity Increase	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Existing	Sep-13	Existing plus Committed	121	\$814,451						
	Sep-13	Town Park Outparcel	2	\$13,492						
	Nov-13	Sailmen's Popeye's	4	\$26,924						
	Feb-14	Town Park Multi-Family	3	\$20,193						
	Oct-18	Waterford Oaks Phase 1	3	\$20,193						
	Oct-18	Waterford Oaks Phase II	26	\$175,015						
	Oct-15	7-Eleven Development	2	\$13,464						
	Apr-17	Storage Facility	1	\$8,816						
	Apr-17	Lake Pickett MFU	11	\$90,076						
	Feb-18	Park Square Plaza aka Cricket Club	3	\$26,448						
	Aug-18	Lake Pickett ER	1	\$10,145						
	Aug-18	Lake Pickett Center Parcel 1	2	\$20,290						
	Jan-19	Woodsprings Suites	4	\$41,660						
	May-20	Waterford Lakes Multifamily	31	\$358,609						
	Jun-20	Gardens @ Waterford Lakes	2	\$23,136						
		Backlogged Totals:	216	\$1,246,377						
Proposed	Jul-20	Bank and Fast food at 12309 E. 50	1	\$11,568						
				\$0						
				\$0						
				\$0						
		Totals:	217	\$1,257,945						

DEFICIENT SEGMENT #3

Log of Project Contributions
 Alafaya Trail (Science Dr to Colonial Dr)

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	
Alafaya Trail	Science Dr Colonial Dr	1.12	E	3020	Widen from 6 to 8 lanes	4040	1020	\$30,287,058	\$29,694	
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		
Alafaya Trail	Science Dr Colonial Dr	1.12	E	3020	168	4040	1020	\$4,988,457		
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
Alafaya Trail	Science Dr Colonial Dr	1.12	E	3020	4040	1020	168	852	\$25,298,601	\$29,694

Updated: 7/22/20

Log of Project Contributions			
Date	Project	Project Trips	Prop Share
Feb-19	Existing plus Committed	158	\$4,691,652
Mar-20	Chabad at UCF	4	\$118,776
May-20	Waterford Lakes Multifamily	6	\$178,164
	Backlogged Totals:	168	\$4,988,592
JUL-20	Bank and Fast food at 12309 E. 50	1	\$29,694
			50
			50
			50
	Totals:	169	\$5,018,286

Existing

Joinder and Consent to Proportionate Share Agreement by and between Orange County, Florida ("Orange County") and RAM Holding Group, LLC., a Florida Limited Liability Company ("Bank and Fast-Food Project") (the "Agreement")

By executing this Joinder and Consent ("Joinder") where indicated below, the undersigned, Wagner Property Group, LLC, a Florida corporation, ("Contract Purchaser") as the contract purchaser of the "Property", as such term is defined in the foregoing, "Proportionate Share Agreement" (the "Agreement") between RAM Holding Group, LLC., a Florida limited liability company, and Orange County, a charter county and political subdivision of the State of Florida, ("County") to which this Joinder is attached, hereby joins in and consents to the Agreement and the terms and conditions thereof, and the recording of the same against the Property.

Furthermore, in the event that Contract Purchaser acquires the Property prior to the recording of the Agreement, then, following the recording of the Agreement, Contract Purchaser agrees that the rights and privileges of the County set forth in the Agreement shall not be disturbed or impaired, and that the Contract Purchaser shall be bound, and the Property shall be encumbered, by the terms and conditions of the Agreement to the same extent as if Contract Purchaser had entered into the Agreement with County or if the Agreement had been recorded prior to Contract Purchaser acquiring title to the Property.

Matthew Griffith
Signature of Witness
Matthew Griffith
Printed Name of Witness

Sarah Marie Liakos
Signature of Witness
SARAH M LIAKOS
Printed Name of Witness

Wagner Property Group, LLC, a Florida Limited Liability Company

By: Michael T. Wagner
Michael T. Wagner
Print Name

Title: Manager
Date: 8/10/2020

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of August, 2020, by Michael T. Wagner, as Manager of Wagner Property Group, LLC a Florida Limited Liability Company, on behalf of such Corporation, 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 10th day of August, 2020.

Sarah Marie Liakos
NOTARY PUBLIC
Print Name: SARAH M LIAKOS
My Commission Expires: 2/14/22

SARAH MARIE LIAKOS
Notary Public, State of Florida
My Comm. Expires Feb. 14, 2022
No. GG 184864