



Interoffice Memorandum

August 10, 2017

AGENDA ITEM

TO: Mayor Teresa Jacobs
AND
Board of County Commissioners

FROM: James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee
407.836.5610

SUBJECT: August 22, 2017 – Consent Item
Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2, and 3
(Chuluota Road from Colonial Drive to Lake Pickett Road)
(Related to Case # PSP-16-08-289)

The Roadway Agreement Committee has reviewed the Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2, and 3 (Chuluota Road from Colonial Drive to Lake Pickett Road) by and among Lake Pickett #1, LLC, Evans Investments, LTD., Lake Pickett Properties, LTD., and Benjamin F. Wheeler, III, and Orange County. Pursuant to Section 163.3180(5)(h), Florida Statutes, an applicant may mitigate transportation capacity deficiencies by entering into a Proportionate Share Agreement and contributing a proportionate share payment.

The Lake Pickett Cluster Parcel 1, 2 and 3 projects (the "Project") consists of a 292.78-acre portion of the 898-acre Lake Pickett Cluster plan originally approved by the Board of County Commissioners on February 26, 1991. The Project is anticipated to generate 29 deficient PM Peak Hour trips on Chuluota Road from Colonial Drive to Lake Pickett Road. The proportionate share amount necessary to mitigate the impact of the project through buildout is \$756,697 (\$26,093 per trip). While a cash payment is typical to satisfy a proportionate share obligation, the County also has accepted developer-constructed capacity improvements or impact fee eligible right-of-way as valuable consideration towards offsetting a proportionate share payment obligation.

A Condition of Approval of the 1991 Lake Pickett Cluster Plan required the applicant to realign a section of Lake Pickett Road and make improvements to the intersection of Chuluota Road and Lake Pickett Road in exchange for transportation impact fee credits. Subsequent to completion of the road improvements and dedication of right-of-way by the original applicant, a credit account was established (TCA-187). The credits are able to be utilized in Impact Fee Zone 2, and will be assigned to the Project. The current impact fee credit balance in TCA-187 is \$751,964.27, and the Project will substantially complete development of the 1991 Lake Pickett Cluster Plan.

Page Two

August 22, 2017 – Consent Item

Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2, and 3

(Chuluota Road from Colonial Drive to Lake Pickett Road)

(Related to Case # PSP-16-08-289)

The Owner of the Project and impact fee credit account TCA-187 has requested to apply the credit balance of TCA-187 towards satisfaction of their proportionate share obligation. Under current Florida law, a proportionate share payment is required to be creditable towards impact fees paid or payable in the future associated with a project. The applicant has stated they do not need and would not be able to utilize any resultant additional impact fee credits if an additional cash payment is required by the County.

While impact fee credits have not historically been allowed to satisfy a proportionate share obligation in lieu of a cash payment, the Roadway Agreement Committee supports the applicant's request due to a unique and narrow set of circumstances related to the Project. For the mere passage of time, staff believes the County would have accepted the original improvements as an offset to the applicants proportionate share obligation. A clear nexus exists between the original development requirement for completion of the road and the applicable credit account. Approval of this request should not unduly burden the County or disproportionately benefit the applicant.

In addition, the applicant has agreed to convey 0.478 acres of right-of-way for future improvements to Lake Pickett Road. The value of the right-of-way is \$23,900 will be deducted from the total proportionate share obligation. Lake Pickett #1, current owner of TCA-187, agrees to pay the proportionate share payment due of \$756,697 less the reduction of \$23,900 for the value of the right-of-way dedication, by transferring \$732,797 in transportation impact fee credits from TCA-187 to Orange County within 30 days of the effective date of this Agreement.

The Roadway Agreement Committee approved the Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2 and 3 (Chuluota Road: From Colonial Drive to Lake Pickett Road) on May 17, 2017 and has been placed on the August 22, 2017 Board consent agenda for concurrent consideration with the associated preliminary subdivision plan request. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

ACTION REQUESTED: Approval and execution of the Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2 and 3 by and among Lake Pickett #1, LLC, Evans Investments, LTD., Lake Pickett Properties, Inc., and Benjamin F. Wheeler, III, and Orange County to provide for the dedication of 0.478 acres of right-of-way for Lake Pickett Road valued at \$23,900 and satisfaction of a proportionate share payment by transferring transportation impact fee credits in the amount of \$732,797 from TCA-187 to Orange County. District 5

Attachments

JEH|HEGB:rep

BCC Mtg. Date: August 22, 2017

This instrument prepared by
and after recording return to:

Miranda F. Fitzgerald, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 N. Eola Drive
Orlando, FL 32801

Tax Parcel ID Number(s):

03-22-32-0000-00-004

03-22-32-0000-00-006

03-22-32-0000-00-008

10-22-32-0000-00-003

03-22-32-0000-00-002

03-22-32-0000-00-009

03-22-32-0000-00-010

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**PROPORTIONATE SHARE AGREEMENT FOR
LAKE PICKETT CLUSTER PARCELS 1, 2 AND 3**

Chuluota Road from Colonial Drive to Lake Pickett 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 among LAKE PICKETT #1, LLC, a Florida limited liability company ("**Lake Pickett #1**"), whose mailing address is P.O. Box 620460, Oviedo, FL 32762-0460; EVANS INVESTMENTS, LTD., a Florida limited partnership ("**Evans**"), whose mailing address is P.O. Box 620460, Oviedo, FL 32762-0460; LAKE PICKETT PROPERTIES, INC., a Florida corporation, whose mailing address is P.O. Box 620789, Oviedo, FL 32762-0789; and BENJAMIN F. WHEELER, III, whose mailing address is 18951 Lake Pickett Road, Orlando, FL 32820 (collectively "**Owners**"); 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, Owners, respectively, are the owners of fee simple title to certain parcels of 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 and creates transportation impacts on Chuluota Road from Colonial Drive to Lake Pickett Road; and

Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2, and 3
Lake Pickett #1, LLC, et al.
Chuluota Road from Colonial Drive to Lake Pickett Road (2017)

WHEREAS, the Property is a 292.78-acre portion of the 898-acre Lake Pickett Cluster Plan originally approved by the Orange County Board of County Commissioners (the “**Board**”) on February 26, 1991 (the “**1991 Lake Pickett Cluster Plan**”); and

WHEREAS, an illustration of the 1991 Lake Pickett Cluster Plan is attached hereto as Exhibit “B”;

WHEREAS, on January 13, 2015, the Board approved the rezoning of a 489.27 gross acre (383 developable acre) portion of the 1991 Lake Pickett Cluster Plan from R-RE-C with a density of 0.85 units per developable acre to R-CE-C with a density of 1.0 units per developable acre, allowing a total of 383 lots within this rezoned portion of the 1991 Lake Pickett Cluster Plan (the “**2015 Rezoning**”); and

WHEREAS, the property included in the 2015 Rezoning comprised 10 parcels identified in the rezoning application as Parcels A through J (the “**2015 Cluster Parcels**”), three (3) of which (Parcels A, B and C, less 6.716 acres) were subsequently combined and approved by the Board in 2016 as the 126-lot Lake Pickett Cluster 4 & 5 PSP; and

WHEREAS, Owners now wish to obtain approval of the pending 235-lot Lake Pickett Cluster 1-3 PSP (the “**Project**”), which will complete development of the 2015 Cluster Parcels (Parcels D through J) and substantially complete development of the 1991 Lake Pickett Cluster Plan; and

WHEREAS, Owners received a letter from County dated November 7, 2016, stating that Owners’ Capacity Encumbrance Letter (“**CEL**”) application #16-09-085 for the Project was denied; and

WHEREAS, the Project will generate 29 deficient PM Peak Hour trips (the “**Excess Trips**”) for the deficient roadway segment on Chuluota Road from Colonial Drive to Lake Pickett Road (the “**Deficient Segment**”), and 0 PM Peak Hour trips were available on the Deficient Segment on the date the CEL was denied; and

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

WHEREAS, the Deficient Segment is partially funded by the Mayor’s INVEST Program for the construction of backlogged transportation facilities, and construction of the Deficient Segment is anticipated in 2021; and

WHEREAS, a condition of approval of the 1991 Lake Pickett Cluster Plan required that “Lake Pickett Road shall be aligned with the existing County Road 420” (the “**Lake Pickett Road Realignment Condition**”); and

WHEREAS, in compliance with the Lake Pickett Road Realignment Condition, Café Homes, Inc. (“**Café Homes**”), the original developer of a rezoned portion of the approved 1991

Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2, and 3
Lake Pickett #1, LLC, et al.
Chuluota Road from Colonial Drive to Lake Pickett Road (2017)

Lake Pickett Cluster Plan (the "**Mandalay Property**"), entered into that certain Road Impact Fee Agreement - Lake Pickett Road - Mandalay Bay and the Estates of Mandalay, which was approved by the Board on February 22, 2005 and recorded in Official Records Book 07844, Page 4330, of the Public Records of Orange County, Florida (the "**Road Impact Fee Agreement**"); and

WHEREAS, the Road Impact Fee Agreement is a form of developer's agreement authorized by Section 23-95(a) of the Orange County Code that was approved by the Board, is binding upon and inures to the benefit of the successors and assigns of Café Homes; and

WHEREAS, the Mandalay Property that was subject to the Road Impact Fee Agreement was subsequently conveyed to Quorum Mandalay, L.P. and then to Taylor Morrison of Florida, Inc. ("**Taylor Morrison**"), and these entities at various times conveyed right-of-way for the realignment of Lake Pickett Road and designed and constructed the realigned portion of Lake Pickett Road to satisfy the Lake Pickett Road Realignment Condition; and

WHEREAS, pursuant to the Road Impact Fee Agreement, on 7/30/2008, County established Transportation Credit Account # TCA-187 ("**TCA-187**") for the benefit of Taylor Morrison f/k/a Quorum Mandalay, L.P. and initially deposited credits in the amount of \$314,000.00 representing the value of the right-of-way conveyed for the Lake Pickett Road realignment, then on 5/21/2014, County deposited additional credits in the amount of \$799,572.84 for construction of the realigned Lake Pickett Road improvements; and

WHEREAS, TCA-187 has a remaining balance of \$751,964.27 that Taylor Morrison has expressly assigned to Lake Pickett #1, as a successor in interest, under the terms of the Road Impact Fee Agreement which may be used in road impact fee zone 2 (the "**Remaining Credits**"); and

WHEREAS, the entire 1991 Lake Pickett Cluster Plan is located in impact fee zone 2; and

WHEREAS, by executing this Agreement, Lake Pickett #1 is agreeing that the entire amount remaining in TCA-187 will be used to offset transportation impacts generated by the continued development of the parcels included in the 1991 Lake Pickett Cluster Plan; and

WHEREAS, Owners and County have agreed that the proportionate share amount necessary to mitigate the impact of the Excess Trips on the Deficient Segment through the current anticipated Project buildout is Seven Hundred Fifty-six Thousand Six Hundred Ninety-seven and 00/100 Dollars (\$756,697.00) (the "**PS Payment**"), as further described in Exhibit "C" hereto; and

WHEREAS, the amount of the PS Payment exceeds by Four Thousand Seven Hundred Thirty-two and 73/100 Dollars (\$4,732.73) the amount of credits remaining in TCA-187 that has been assigned to Lake Pickett #1; and

WHEREAS, as a contribution to the PS Payment, Evans has agreed to convey, and County has agreed to accept, that portion of the Property as more specifically depicted and described in the attached Exhibit "D" (the "**Conveyed Lands**") for right-of-way purposes for Lake Pickett Road; and

WHEREAS, Subsection 163.3180(5)(h)2, Florida Statutes, provides: "When an applicant contributes or constructs its proportionate share pursuant to this paragraph, a local government may not require payment or construction of transportation facilities whose costs would be greater than a development's proportionate share of the improvements necessary to mitigate the development's impacts." Subsection 163.3180(5)(h)2.e, Florida Statutes, further provides: "The applicant shall receive a credit on a dollar-for-dollar basis for impact fees, mobility fees, **and other transportation concurrency mitigation requirements paid or payable in the future** for the project. . . ." (Emphasis added); and

WHEREAS, the value of the prior conveyances of right-of-way and contributions of road design and road construction for the realignment of Lake Pickett Road, as required by the Lake Pickett Road Realignment Condition, significantly exceeded the impacts generated by development within the Mandalay Property, and the Remaining Credits issued for those improvements are available for use in road impact fee zone 2, as specifically provided in the Road Impact Fee Agreement; and

WHEREAS, if the Lake Pickett Road Realignment Condition was being satisfied now as part of this Agreement, the Remaining Credits could be applied to offset Owners' PS Payment obligation, and the mere passage of time would not prevent the Remaining Credits from being used to partially satisfy Owners' PS Payment obligation; and

WHEREAS, since both the Project and the Mandalay Property are wholly within the boundary of the 1991 Lake Pickett Cluster Plan, and based upon the historical facts set forth above that are unique to the lands within the 1991 Lake Pickett Cluster Plan, County has determined that the Remaining Credits may be applied to partially satisfy Owners' PS Payment obligation, and that the remainder of the PS Payment will be satisfied by Evans' additional contribution of right-of-way for Lake Pickett Road; and

WHEREAS, County and Owners 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 Owners 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 Segment described in Exhibit "B," attached hereto and incorporated herein by reference, totals Seven Hundred Fifty-six Thousand Six Hundred Ninety-seven and 00/100 Dollars (\$756,697.00). This PS Payment was calculated in accordance with the methodology outlined in Section 163.3180, Florida Statutes. Owners and County agree that the Excess Trips constitute the Project's impact on the aforementioned Deficient Segment based upon (i) Owners' Traffic Study titled "LAKE PICKETT CLUSTER

PARCELS 1-3” prepared by Luke Transportation Engineering, dated August, 2016, for Owners (the “Traffic Study”), and incorporated herein by this reference, and (ii) upon calculations described in Exhibit “C.” The Traffic Study was accepted by the Orange County Transportation Planning Division on November 2, 2016 and is on file and available for inspection with that Division (CMS #16-09-085). Owners and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount Owners are 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 Segment or actual traffic impacts created by the Project; provided, however, that if Owners subsequently increase the number of trips, 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 4 below. Owners and County further acknowledge and agree that the calculation of and the 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 ninety (90) days following the Effective Date, Evans shall convey the Conveyed Lands to County as a contribution equal to Twenty-three Thousand Nine Hundred and 00/100 Dollars (\$23,900.00) in partial satisfaction of the PS Payment in accordance with Section 3 below. In addition, within thirty (30) days following the Effective Date, Lake Pickett #1 shall instruct County to transfer credits in the amount of Seven Hundred Thirty-two Thousand Seven Hundred Ninety-seven and 00/100 Dollars (\$732,797.00) from TCA-187 to satisfy the remaining balance due for the PS Payment. Within twenty-one (21) days following the later to occur of the transfer of credits from TCA-187 or County’s acceptance of the Conveyed Lands, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segment. Within the time frame provided in the CEL, Lake Pickett #1 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). In the event Owners’ PS Payment obligation has not been fully satisfied within ninety (90) days following the Effective Date because of a delay related to conveyance of the Conveyed Lands, the Manager of the Real Estate Management division, or a designee, may grant an extension of up to 90 days for the conveyance to take place. This Agreement shall become null and void one hundred eighty days following the Effective Date if Owners’ PS Payment obligation has not been fully satisfied by that date.

(c) *Project Development.* Recordation of a subdivision plat for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in Subsection 2(b) above. Prior to County approval of any subdivision plat for the Project, Lake Pickett #1 shall assign to the Owner who has submitted the subdivision plat, or its successor, the number of reserved trips needed for the lots included in the subdivision plat.

Section 3. Conveyance of Right-of-Way in Partial Satisfaction of PS Payment.

(a) *Conveyance.* As contemplated in Section 2 above, in partial satisfaction of the PS Payment, Evans shall convey to County, within ninety (90) days after the Effective Date, the Conveyed Lands, unless this time frame has been extended as provided in Subsection 2(b) above.

(b) *Procedure.* Conveyance of the Conveyed Lands shall be by general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. Evans shall pay all costs associated with the conveyance of the Conveyed Lands, including all recording fees and documentary stamps related to the conveyance. Ad valorem taxes in connection with the conveyance of the Conveyed Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Evans to the County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Evans for the year of the conveyance.

(c) *Title Policy.* No less than thirty (30) days prior to the conveyance of the Conveyed Lands, Evans shall deliver to County, at Evans sole cost and expense, a commitment to issue an owner's policy of title insurance naming County as the insured. The original owner's policy of title insurance shall be delivered to County within thirty (30) days after the conveyance of the Conveyed Lands.

(d) *Value of Conveyed Lands.* The value of the lands to be conveyed by Evans to County has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time. The parties hereby agree that the negotiated value of the Conveyed Lands to be conveyed by Evans to County is Twenty-three Thousand Nine Hundred 00/100 Dollars (\$23,900.00). This amount results from applying a negotiated value of Fifty Thousand and 00/100 Dollars (\$50,000.00) per acre to the 0.478 acres that will be conveyed to County.

(e) *Environmental Audit.* No less than thirty (30) days prior to conveyance, Evans shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the Conveyed Lands. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Evans shall submit to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the Conveyed Lands, one of the following events shall occur: (i) Evans shall remediate the Conveyed Lands to County's satisfaction prior to the conveyance; or (ii) Evans and County shall negotiate and enter into a separate agreement whereby Evans shall pay the full cost of remediation; or (iii) County may terminate this Agreement at its option.

(f) *Compliance with Section 286.23, Florida Statutes.* Evans shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

Section 4. *Concurrency Vesting.* Subject to Owners obtaining and maintaining the validity of the Capacity Reservation Certificate in accordance with its terms, the Property shall be vested for transportation concurrency purposes for development not to exceed the development program stated herein for the Project. Any change to the Project which increases the unit count may result in an increase in trips on the Deficient Segment or other segments within the transportation impact area, as defined by County. Owners understand and agree that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owners are precluded from asserting any such vesting. In addition, Owners understand and agree 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.

Section 5. *Satisfaction of Transportation Improvement Requirements.* County hereby acknowledges and agrees that Evans' partial satisfaction of the PS Payment as required herein through the conveyance of the Conveyed Lands to County together with Lake Pickett #1's transfer of the required amount of credits from Transportation Credit Account # TCA-187 to satisfy the remaining balance of the PS Payment as required herein and absent any change in the Project increasing the number of trips as set forth in Section 4 above, Owners shall be deemed to have satisfied all transportation concurrency 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. Owners shall be entitled to fully and completely develop the Project, without regard to whether the improvements to the Deficient Segment are actually constructed. Provided, however, Lake Pickett #1 shall be required to obtain and maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Nothing herein shall be construed to exempt Owners from meeting the requirements of all other applicable laws, regulations, and/or Orange County Code provisions or from making the required payment of transportation and other impact fees applicable to the Project.

Section 6. *No Refund.* The PS Payment, including any reservation fees, is non-refundable.

Section 7. *Notice.* With the exception of the timing of the PS Payment as set forth in Subsection 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 parties delivered in accordance herewith:

Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2, and 3
Lake Pickett #1, LLC, et al.
Chuluota Road from Colonial Drive to Lake Pickett Road (2017)

As to Owners: Lake Pickett #1, LLC
P.O. Box 620460
Oviedo, FL 32762-0460

Evans Investment, Ltd.
P.O. Box 620460
Oviedo, FL 32762-0460

Lake Pickett Properties, Inc.
P.O. Box 620789
Oviedo, FL 32762-0789

Benjamin F. Wheeler, III
18951 Lake Pickett Road
Orlando, FL 32820

With copy to: Mr. David Axel
1757 West Broadway Street, Suite 1
Oviedo, FL 32765

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, 2nd 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 8. 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 Owners and upon any person, firm, corporation, or entity who may become the successor in interest to all or any portion of the Property.

Section 9. 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 10. 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 11. Specific Performance. County and Owners 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 12. Attorney Fees. In the event any party hereto brings an action or proceeding including any counterclaim, cross-claim, or third party claim, against another 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 13. 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 14. 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 15. 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.

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Lake Pickett #1, LLC, et al.
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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: *Teresa Jacobs*

Teresa Jacobs

72 Orange County Mayor

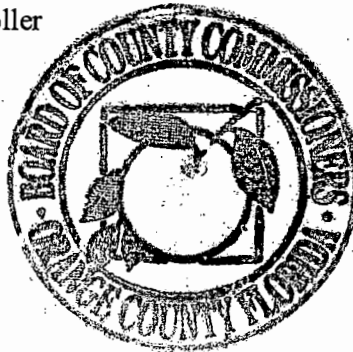
Date: 8.25.17

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

By: *Craig A. Stopysa*

fol Deputy Clerk

Print Name: Craig A. Stopysa



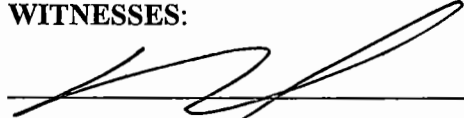
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Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2, and 3
Lake Pickett #1, LLC, et al.
Chuluota Road from Colonial Drive to Lake Pickett Road (2017)

LAKE PICKETT CLUSTER PARCELS 1, 2 AND 3

"OWNERS"

WITNESSES:



Print Name: DAVID E AXEL



Print Name: Catherine A. Womack

LAKE PICKETT #1, LLC, a Florida limited liability company

By: Evans Groves, Inc., a Florida corporation
Its: Manager

By:



Print Name: Charles W. Evans

Title: President

Date:

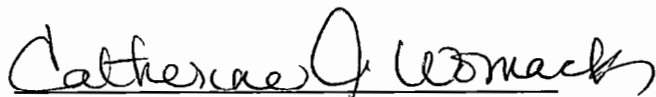
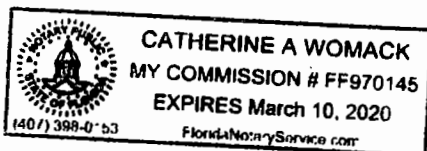


7/17/2017

STATE OF FLORIDA COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Charles W. Evans, President of Evans Groves, Inc., a Florida corporation, as Manager of Lake Pickett #1, LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 17th day of JULY, 2017. He/she is personally known to me or has produced (type of identification) as identification and did (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of JULY, 2017.



NOTARY PUBLIC

Print Name: Catherine A. Womack

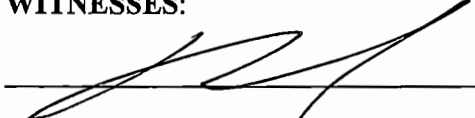
My Commission Expires: March 10, 2020

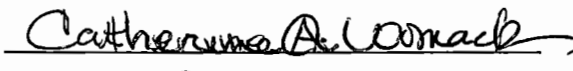
[Signatures continue on following pages]

Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2, and 3
Lake Pickett #1, LLC, et al.
Chuluota Road from Colonial Drive to Lake Pickett Road (2017)

"OWNERS" (continued)

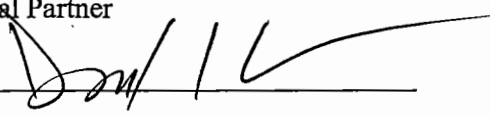
WITNESSES:


Print Name: DAVID E AXEL


Print Name: Catherine A. Womack

EVANS INVESTMENTS, LTD., a Florida
limited partnership

By: Evans Management Company, a Florida
corporation
Its: General Partner

By: 
Print Name: David L. Evans

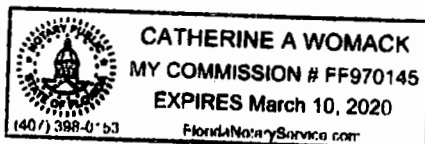
Title: President

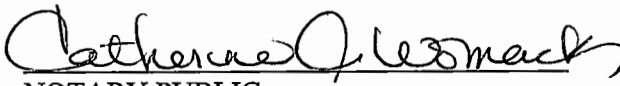
Date: 7/17/2017

**STATE OF FLORIDA
COUNTY OF ORANGE**

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by David L. Evans, President of Evans Management Company, a Florida corporation, General Partner of Evans Investments, Ltd., a Florida limited partnership, who is known by me to be the person described herein and who executed the foregoing, this 17th day of JULY, 2017. He/she is personally known to me or has produced _____ (type of identification) as identification and did did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of JULY, 2017.




NOTARY PUBLIC

Print Name: Catherine A Womack

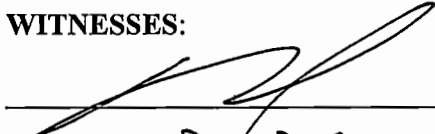
My Commission Expires: March 10, 2020

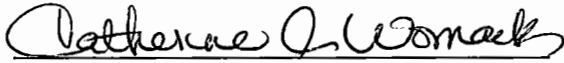
[Signatures continue on following pages]

Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2, and 3
Lake Pickett #1, LLC, et al.
Chuluota Road from Colonial Drive to Lake Pickett Road (2017)

"OWNERS" (continued)

WITNESSES:


Print Name: DAVID E. AXEL


Print Name: Catherine A Womack

LAKE PICKETT PROPERTIES, INC., a
Florida corporation

By: 

Print Name: Arthur F. Evans

Title: Director

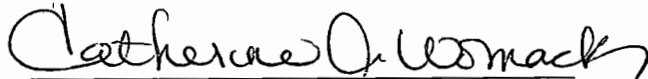
Date: 7-17-17

**STATE OF FLORIDA
COUNTY OF ORANGE**

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Arthur F. Evans as Director of Lake Pickett Properties, Inc., a Florida corporation, who is known by me to be the person described herein and ~~who executed the foregoing~~, this 17th day of July, 2017. He is personally known to me or has produced (type of identification) as identification and did/did not (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of July, 2017




NOTARY PUBLIC

Print Name: Catherine A Womack

My Commission Expires: March 10, 2020

[Signatures continue on following pages]

Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2, and 3
Lake Pickett #1, LLC, et al.
Chuluota Road from Colonial Drive to Lake Pickett Road (2017)

"OWNERS" (continued)

WITNESSES:

Mary E Smith
Print Name: Mary E Smith
Catherine A Womack

Print Name: Catherine A Womack

Benjamin F. Wheeler, III

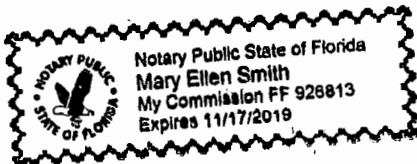
Print Name: BENJAMIN F. WHEELER, III

Date: 7/18/2017

**STATE OF FLORIDA
COUNTY OF ORANGE**

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by Benjamin F. Wheeler, III, who is known by me to be the person described herein and who executed the foregoing, this 18th day of July, 2017. He is personally known to me or has produced (type of identification) as identification and did (circle one) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of July, 2017.



Mary Ellen Smith
NOTARY PUBLIC

Print Name: Mary Ellen Smith

My Commission Expires: 11/17/2019

Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2, and 3
Lake Pickett #1, LLC, et al.
Chuluota Road from Colonial Drive to Lake Pickett Road (2017)

Exhibit "A"

LAKE PICKETT CLUSTER PARCELS 1, 2 AND 3

Tax Parcel ID's: 03-22-32-0000-00-004
03-22-32-0000-00-006
03-22-32-0000-00-008
10-22-32-0000-00-003
03-22-32-0000-00-002
03-22-32-0000-00-009
03-22-32-0000-00-010

[See following 7 pages]

Legal Description:

PARCEL 1

THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA.

AND

THE SOUTH $\frac{1}{2}$ OF GOVERNMENT LOT NO. 1, SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING: BEGIN 1100 FEET WEST OF THE SOUTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, AT THE INTERSECTION OF THE CENTERLINE OF CANAL WITH THE SOUTH LINE OF THE NORTH $\frac{1}{2}$ OF GOVERNMENT LOT 1 IN SAID SECTION, RUN WEST 800 FEET MORE OR LESS TO LAKE PICKETT, THENCE SOUTHERLY ALONG SAID LAKE TO CENTERLINE OF SAID CANAL; THENCE NORTHEASTERLY ALONG CENTERLINE OF SAID CANAL 700 FEET, MORE OR LESS TO POINT OF BEGINNING.

AND

A STRIP 100 YARDS WIDE OFF THE NORTH BOUNDARY OF GOVERNMENT LOT 2 IN SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA.

AND

THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA.

AND ALSO:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, RUN WEST ALONG THE SOUTH LINE OF SAID NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 2426.55 FEET TO THE CENTER LINE OF CANAL; THENCE EAST $13^{\circ} 06'$ NORTH (NORTH $76^{\circ} 54'$ EAST) ALONG THE CENTER LINE OF SAID CANAL EXTENDED 2450 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE SOUTH ALONG SAID SECTION LINE 564 FEET TO POINT OF BEGINNING, ORANGE COUNTY, FLORIDA.

AND ALSO:

A PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 3 AND THE NORTHEAST $\frac{1}{4}$ OF SECTION 10, ALL IN TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°53'50" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 40.00 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 3 AND THE POINT OF BEGINNING; THENCE NORTH 01°14'44" WEST, ALONG SAID WEST LINE, A DISTANCE OF 385.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 200.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°42'23" FOR AN ARC DISTANCE OF 229.36 FEET; THENCE NORTH 66°57'07" WEST, A DISTANCE OF 235.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 140.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°48'03" AN ARC DISTANCE OF 92.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6287, PAGE 902, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 68°14'27" WEST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 79.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CHORD THAT BEARS SOUTH 39°03'04" EAST AND CHORD DISTANCE OF 187.18 FEET; THENCE DEPARTING SAID NORTH LINE RUN EASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 55°48'06" AN ARC DISTANCE OF 194.78 FEET; THENCE SOUTH 66°57'07" EAST, A DISTANCE OF 235.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 140.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 65°42'23", AN ARC DISTANCE OF 160.55 FEET TO A POINT ON THE WEST LINE OF THE EAST 100 FEET OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 3; THENCE SOUTH 01°14'44" EAST, ALONG SAID WEST LINE, A DISTANCE OF 384.41 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 32 EAST; THENCE SOUTH 00°45'07" EAST, ALONG THE WEST LINE OF THE EAST 100.00 FEET OF THE NORTHEAST 1/4 OF AFORESAID SECTION 10, A DISTANCE OF 965.29 FEET, MORE OR LESS TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LAKE PICKETT ROAD; THENCE NORTH 85°07'05" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 60.18 FEET TO A POINT ON THE WEST LINE IF THE EAST 40.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE NORTH 00°45'07" WEST, ALONG SAID WEST LINE A DISTANCE OF 960.06 FEET TO THE POINT OF BEGINNING.

AND ALSO

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 3, ALL IN TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N89°53'50"W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 3, A DISTANCE

OF 40.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 40.00 FEET OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 3; THENCE N01°14'44"W, ALONG SAID WEST LINE, A DISTANCE OF 385.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 200.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°42'23" FOR AN ARC DISTANCE OF 229.36 FEET; THENCE N66°57'07"W, A DISTANCE OF 235.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 140.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°48'03" AN ARC DISTANCE OF 92.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6287, PAGE 902, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE N68°14'27"W, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 79.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 140.00 FEET, A CHORD THAT BEARS N06°19'18"W AND A CHORD DISTANCE OF 33.67 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°39'26" AN ARC DISTANCE OF 33.71 FEET TO THE POINT OF TANGENCY; THENCE N01°29'35"W, A DISTANCE OF 555.76 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 3; THENCE N89°21'17"E, A DISTANCE OF 60.01 FEET; THENCE DEPARTING SAID NORTH LINE RUN S01°29'35"E, A DISTANCE OF 554.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 140.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°39'29" FOR AN ARC DISTANCE OF 67.58 FEET TO THE POINT OF BEGINNING.

PARCEL 2C:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA, RUN NORTH 89°57'18" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 3, 661.44 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF THE EAST 1/2 OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE N 89°57'18" W, ALONG THE SOUTH LINE, 1984.33 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE DEPARTING SAID SOUTH LINE N 02°19'47" W ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, 658.15 FEET; THENCE DEPARTING SAID WEST LINE N 89°43'18" E 1992.95 FEET TO THE AFORESAID WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3; THENCE S 01°33'18" E, ALONG SAID WEST LINE, 669.09 FEET TO THE POINT OF BEGINNING.

PARCEL 2A:

FROM THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA, RUN NORTH 01°18'12" WEST ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 3, 541.85 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE NORTH 01°18'12" WEST ALONG SAID EAST LINE 801.36 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 3, RUN THENCE SOUTH 88°40'01" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼, 666.99 FEET TO THE EAST ½ OF SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼, RUN THENCE SOUTH 01°33'03" EAST ALONG THE WEST LINE OF SAID EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, 518.73 FEET; RUN THENCE SOUTH 68°17'55" EAST ALONG THE CENTERLINE OF A SHELL ROAD 722.69 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (WHEELER INITIAL EASEMENT)

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 3, ALL IN TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N89°53'50"W, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 3, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 40.00 FEET OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 3; THENCE N01°14'44"W, ALONG SAID WEST LINE, A DISTANCE OF 385.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 200.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°42'23" FOR AN ARC DISTANCE OF 229.36 FEET; THENCE N66°57'07"W, A DISTANCE OF 235.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 140.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°48'03" AN ARC DISTANCE OF 92.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6287, PAGE 902, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE N68°14'27"W, ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 79.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 140.00 FEET, A CHORD THAT BEARS N06°19'18"W AND A CHORD DISTANCE OF 33.67 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°39'26" AN ARC DISTANCE OF 33.71 FEET TO THE POINT OF TANGENCY; THENCE N01°29'35"W, A DISTANCE OF 555.76 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 3; THENCE N89°21'17"E, A DISTANCE OF 60.01 FEET; THENCE DEPARTING SAID NORTH LINE RUN S01°29'35"E, A DISTANCE OF 554.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 140.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°39'29" FOR AN ARC DISTANCE OF 67.58 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY, BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 3 AND RUN NORTH 01°18'12" WEST ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 3, 541.85 FEET; RUN THENCE NORTH 68°17'55" WEST ALONG THE CENTERLINE OF A SHELL ROAD, 722.69 FEET TO THE WEST LINE OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 3, RUN THENCE SOUTH 01°33'03" EAST ALONG SAID WEST LINE, 16.33 FEET; RUN THENCE SOUTH 68°17'55" EAST ALONG A LINE 15.00 FEET SOUTH AND PARALLEL TO THE CENTERLINE OF SAID SHELL ROAD 689.52 FEET, TO A POINT 30 FEET WEST OF SAID EAST LINE OF THE SOUTHEAST ¼; RUN THENCE SOUTH 01°18'12" EAST ALONG A LINE OF 30.00 FEET WEST OF AND PARALLEL TO SAID EAST LINE 537.51 FEET TO THE SOUTH LINE OF SAID SOUTHEAST ¼ OF SECTION 3; RUN THENCE SOUTH 89°57'05" EAST ALONG SAID SOUTH LINE 30.00 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; AND,

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTHERLY 15.00 FEET THEREOF AND THE EAST 30.00 FEET OF THE WEST 194.61 FEET THEREOF.

PARCEL 2B:

THE NORTH ½ OF GOVERNMENT LOT 2, LESS A STRIP 100 YARDS WIDE OFF THE NORTH SIDE, OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA.

AND

THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA.

AND

THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA.

LESS

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA, RUN NORTH 89°57'18" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ OF SECTION 3, 661.44 FEET TO THE SOUTHEAST CORNER OF THE WEST ½ OF THE SOUTHEAST ¼ OF SAID SOUTHEAST ¼, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF THE EAST ½ OF SAID SOUTHEAST ¼ OF THE SOUTHEAST ¼, SAID POINT ALSO BEING THE POINT OF BEGINNING: THENCE CONTINUE NORTH 89°57'18" WEST ALONG THE SOUTH LINE, 1984.33 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼; THENCE DEPARTING SAID SOUTH LINE NORTH 02°19'47" WEST

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ALONG THE WEST LINE OF SAID SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ 658.15 FEET; THENCE DEPARTING SAID WEST LINE NORTH $89^{\circ}43'18''$ EAST 1992.95 FEET TO THE AFORESAID WEST LINE OF THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 3; THENCE SOUTH $01^{\circ}33'18''$ EAST ALONG SAID WEST LINE 669.09 FEET TO THE POINT OF BEGINNING.

PARCEL 3

THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 22 SOUTH, 32 EAST LYING NORTH OF ROAD; AND THE EAST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 03, TOWNSHIP 22 SOUTH, 32 EAST (LESS BEGINNING 541.85 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 03, THENCE NORTH 801.36 FEET THENCE WEST 666.99 FEET THENCE SOUTH 518.73 FEET THENCE SOUTH 68 DEGREES EAST 722.69 FEET TO THE POINT OF BEGINNING; ORANGE COUNTY, FLORIDA.

ALSO LESS

A PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 3 AND THE NORTHEAST $\frac{1}{4}$ OF SECTION 10, ALL IN TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH $89^{\circ}53'50''$ WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 3, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST LINE OF THE EAST 40.00 FEET OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 3 AND THE POINT OF BEGINNING; THENCE NORTH $01^{\circ}14'44''$ WEST, ALONG SAID WEST LINE, A DISTANCE OF 385.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 200.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $65^{\circ}42'23''$ FOR AN ARC DISTANCE OF 229.36 FEET; THENCE NORTH $66^{\circ}57'07''$ WEST, A DISTANCE OF 235.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 140.00 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $37^{\circ}48'03''$ AN ARC DISTANCE OF 92.36 FEET TO A POINT ON THE NORTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6287, PAGE 902, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH $68^{\circ}14'27''$ WEST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 79.63 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CHORD THAT BEARS SOUTH $39^{\circ}03'04''$ EAST AND CHORD DISTANCE OF 187.18 FEET; THENCE DEPARTING SAID NORTH LINE RUN EASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF $55^{\circ}48'06''$ AN ARC DISTANCE OF 194.78 FEET; THENCE SOUTH $66^{\circ}57'07''$ EAST, A DISTANCE OF 235.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 140.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE

Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2, and 3
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ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $65^{\circ}42'23''$, AN ARC DISTANCE OF 160.55 FEET TO A POINT ON THE WEST LINE OF THE EAST 100 FEET OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 3; THENCE SOUTH $01^{\circ}14'44''$ EAST, ALONG SAID WEST LINE, A DISTANCE OF 384.41 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 32 EAST; THENCE SOUTH $00^{\circ}45'07''$ EAST, ALONG THE WEST LINE OF THE EAST 100.00 FEET OF THE NORTHEAST 1/4 OF AFORESAID SECTION 10, A DISTANCE OF 965.29 FEET, MORE OR LESS TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF LAKE PICKETT ROAD; THENCE NORTH $85^{\circ}07'05''$ EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 60.18 FEET TO A POINT ON THE WEST LINE IF THE EAST 40.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE NORTH $00^{\circ}45'07''$ WEST, ALONG SAID WEST LINE A DISTANCE OF 960.06 FEET TO THE POINT OF BEGINNING.

Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2, and 3
Lake Pickett #1, LLC, et al.
Chuluota Road from Colonial Drive to Lake Pickett Road (2017)

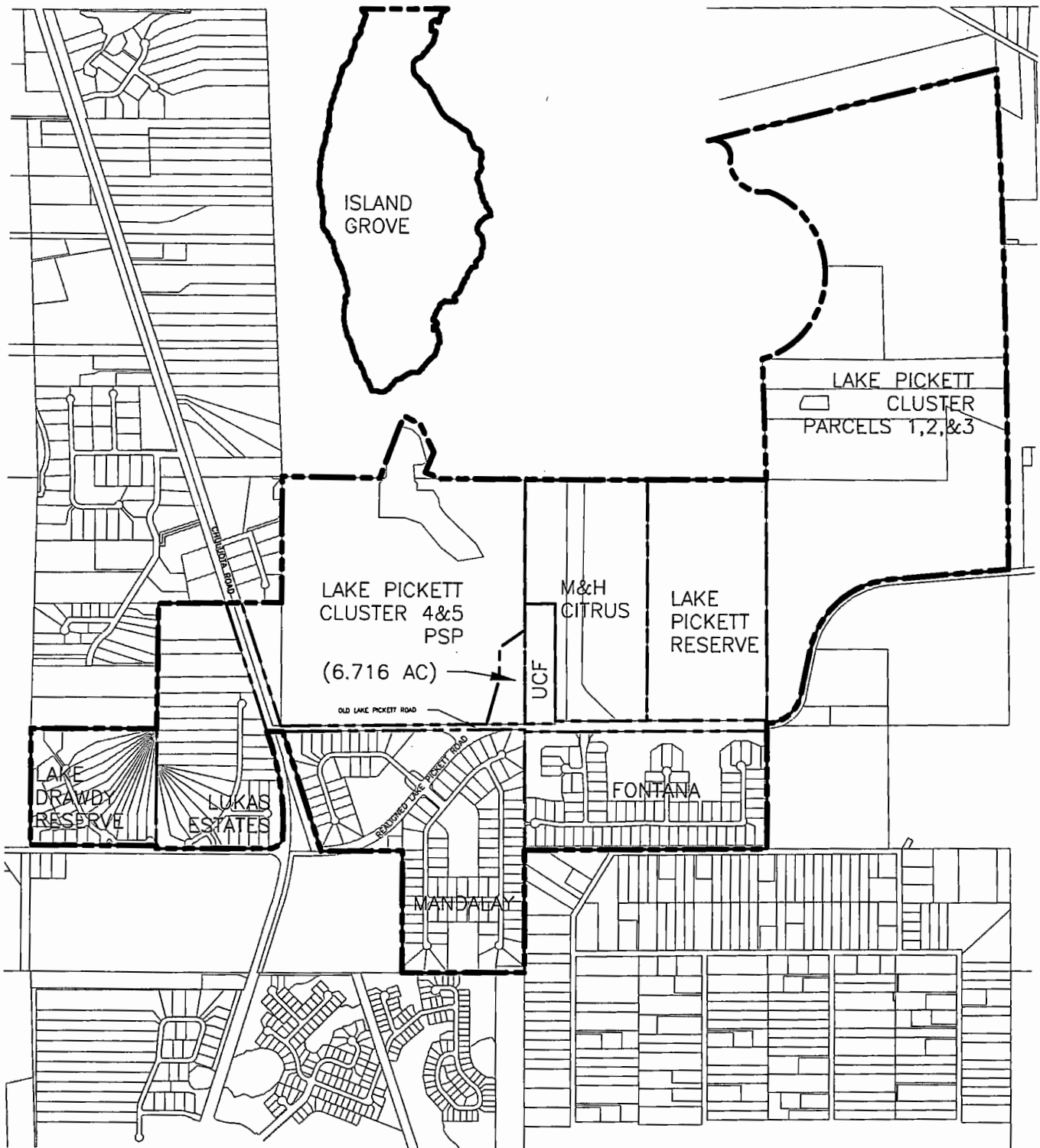
Exhibit "B"

1991 Lake Pickett Cluster Plan

[See following page]

Exhibit B

1991 Lake Pickett Cluster Plan



Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2, and 3
Lake Pickett #1, LLC, et al.
Chuluota Road from Colonial Drive to Lake Pickett Road (2017)

Exhibit "C"

LAKE PICKETT CLUSTER PARCELS 1, 2 AND 3

Log of Project Contributions

[See following page]

Log of Project Contributions
Chuluota Road (Colonial Drive to Lake Pickett Road)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Chuluota Road	Colonial Dr	Lake Pickett Rd	1.93	D	740	Widen from 2 to 4 lanes	1580	840	\$21,918,000	\$26,093

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
Chuluota Road	Colonial Dr	Lake Pickett Rd	1.93	D	740	344	1580	840	\$8,975,943

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
Chuluota Road	Colonial Dr	Lake Pickett Rd	1.93	D	740	1580	840	344	496	\$12,942,057	\$26,093

Updated: 5/11/17

Log of Project Contributions			
Date	Project	Project Trips	Prop Share
Existing	Aug-16	Existing plus Committed	324
			\$8,454,132
	Oct-15	Lake Pickett 4 and 5	17
	Dec-15	Virizon	3
			\$0
			\$0
Proposed			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
Backlogged Totals:		344	\$8,975,992
Proposed	Apr-17	Lake Pickett Clusters	29
			\$756,697
			\$0
			\$0
			\$0
			\$0
			\$0
Totals:		373	\$9,732,689

Proportionate Share Agreement for Lake Pickett Cluster Parcels 1, 2, and 3
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Chuluota Road from Colonial Drive to Lake Pickett Road (2017)

Exhibit “D”

Conveyed Lands

[See following 2 pages]

SKETCH OF DESCRIPTION**LAKE PICKETT ROAD DEDICATION**

A PORTION OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 22 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA THENCE NORTH 00°33'38" WEST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 10, A DISTANCE OF 30.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF LAKE PICKETT ROAD ALSO BEING THE POINT OF BEGINNING;
THENCE CONTINUE ALONG SAID WEST LINE, NORTH 00°33'38" WEST, A DISTANCE OF 37.40 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 661.00 FEET, A CENTRAL ANGLE OF 39°10'14" AND A CHORD DISTANCE OF 443.15 FEET WHICH BEARS NORTH 55°35'38" EAST; THENCE DEPARTING AFORESAID WEST LINE OF THE NORTHEAST 1/4 OF SECTION 10, NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 451.90 FEET TO A POINT ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF LAKE PICKETT ROAD, ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 378.66 FEET, A CENTRAL ANGLE OF 75°45'44" AND A CHORD DISTANCE OF 465.01 FEET, WHICH BEARS SOUTH 51°46'09" WEST; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 500.70 FEET TO THE POINT OF BEGINNING.
CONTAINING 20,826 SQUARE FEET OR 0.478 ACRES MORE OR LESS.

SURVEYOR NOTES:

1. BEARINGS ARE BASED ON TRUE NORTH PER SATELLITE OBSERVATION.
2. THIS DESCRIPTION CONSISTS OF 2 PAGES, NOT FULL OR COMPLETE WITHOUT ALL.

CERTIFIED TO:

ORANGE COUNTY, FLORIDA
EVANS INVESTMENTS, LTD.

THIS IS NOT A BOUNDARY SURVEY

SHEET 1 OF 2

JOB NUMBER: 141221	
SCALE: 1"=80'	
DRAWN BY: DMD	DATE: 3/7/17
APPROVED BY: MWS	
DATE	REVISION HISTORY
3/30/17	REVISED BOUNDARY
4/07/17	REVISED BOUNDARY



**REPUBLIC
NATIONAL**

480 NEEDLES TRAIL
LONGWOOD, FLORIDA 32779
PHONE: (407) 862-4200
FAX: (407) 862-6229

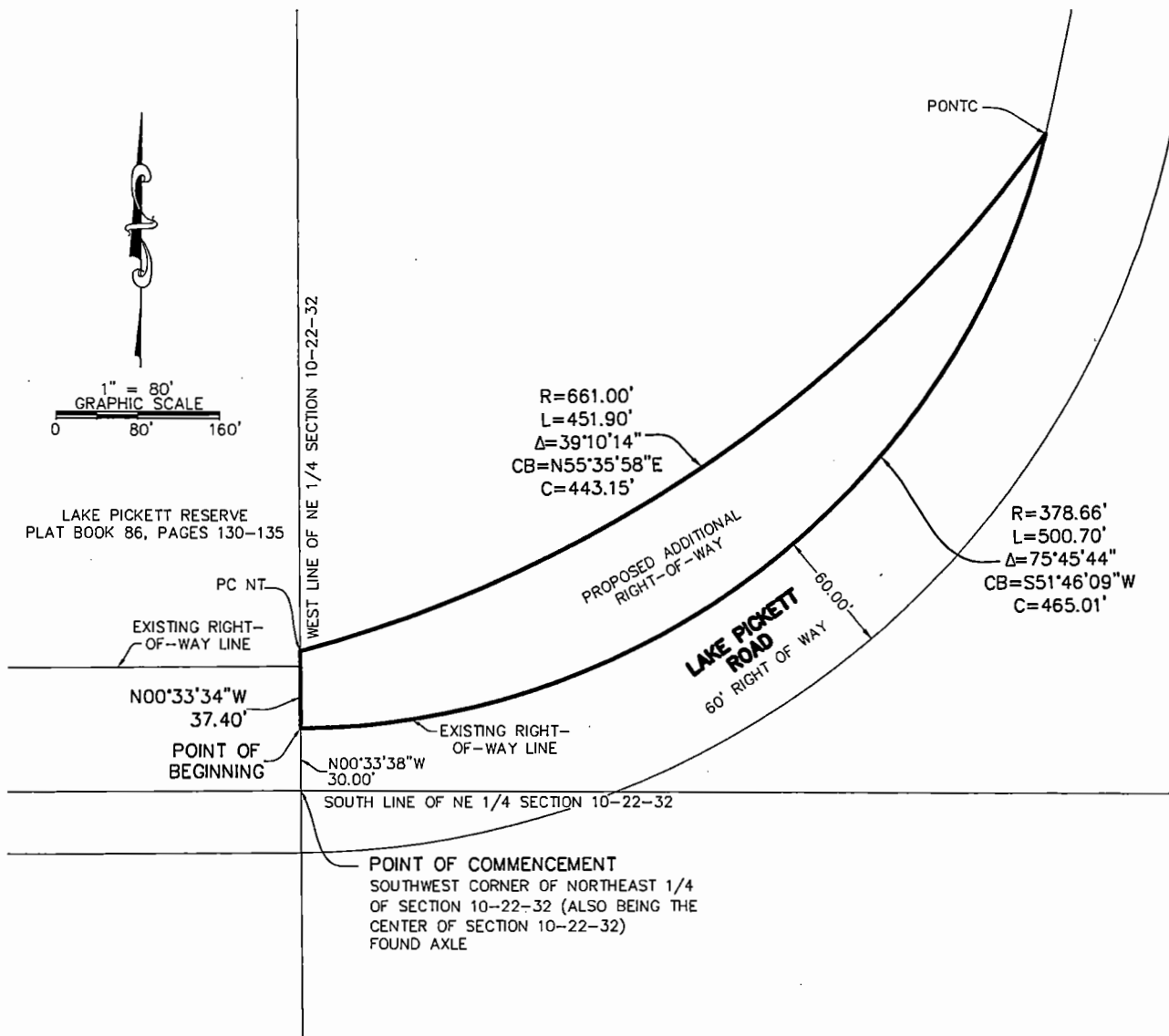


NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

NO. 4458
STATE OF FLORIDA
3/30/17
MICHAEL W. SOLITO, PSM, No. 4458
FOR THE FIRM OF LAND SURVEYORS
REPUBLIC NATIONAL, INC. 8500

SKETCH OF DESCRIPTION

LAKE PICKETT ROAD DEDICATION



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LEGEND

R=RADIUS
L=LENGTH
 Δ =CENTRAL ANGLE
CB=CHORD BEARING
C=CHORD
PC=POINT OF CURVATURE
NT=NON-TANGENT
PONTC=POINT ON NON-TANGENT CURVE

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SHEET 2 OF 2

JOB NUMBER: 141221	
SCALE: 1"=80'	
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