



Interoffice Memorandum

December 28, 2017

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

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

SUBJECT: January 9, 2018 – Consent Item
Proportionate Share Agreement for Fire Creek at Gotha

The Roadway Agreement Committee has reviewed the Proportionate Share Agreement for Fire Creek at Gotha Roundabout at the Intersection of Park Ridge Gotha Road and Sixth Street ("Agreement") by and among Phillip's Parke XVI, LLC; Patrick Neal Moran and Martha S. Moran (collectively "Owners"); and Orange County to construct a roundabout at the intersection of Park Ridge Gotha Road and Sixth Street. The construction of the roundabout was a restriction placed on the Fire Creek at Gotha Cluster Plan re-zoning accepted by the Board of County Commissioners (Board) as part of the Planning and Zoning Commission Recommendations on June 14, 2016.

Subsequent to the Board's acceptance of the re-zoning, the project was denied a capacity encumbrance letter because of its impacts to several deficient roadway segments. 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 Agreement provides for the mitigation of road impacts on 6th Avenue from Lake Street to Main Street, Apopka-Vineland Road from Conroy-Windermere Road to Windy Ridge Road, Conroy-Windermere Road from Lake Street to Apopka-Vineland Road, Main Street from Chase Road to 6th Street, and Main Street from 6th Avenue to Boat Canal. The total proportionate share payment amount is \$152,759. In addition, the Owners will also convey the necessary Right-of-Way needed for the roundabout improvement at time of platting.

The roundabout at Park Ridge Gotha Road and 6th Street is valued at \$484,308.75. Since the roundabout (referred to the Alternative Mitigation Improvement in the Agreement) cost exceeds the amount of the proportionate share payment due, the Owners desire to fund the roundabout in lieu of making the proportionate share payment. As required by Florida Statutes, the Owners will receive transportation impact fee credits for the amount of the required proportionate share amount which would have been due.

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January 9, 2018 – Consent Item

Proportionate Share Agreement for Fire Creek at Gotha

The Roadway Agreement Committee approved the Proportionate Share Agreement on September 27, 2017. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5313.

ACTION REQUESTED: Approval and execution of Proportionate Share Agreement for Fire Creek at Gotha Roundabout at the Intersection of Park Ridge Gotha Road and Sixth Street by and between Fire Creek at Gotha, LLC; Phillip's Parke XVI, LLC; Patrick Neal Moran; and Martha S. Moran and Orange County for the construction of a roundabout in return for transportation impact fee credits in the amount of \$152,759. District 1

JEH/HEGB:rep
Attachment

BCC Mtg. Date: January 9, 2018

This instrument prepared by
and after recording return to:

Allison E. Turnbull, Esq.
Gunster, Yoakley & Stewart, P.A.
200 S. Orange Ave., Suite 1400
Orlando, Florida 32801

Parcel ID Number(s):
33-22-28-3100-24-071
33-22-28-3100-24-030
33-22-28-3100-20-201
33-22-28-3100-20-181
33-22-28-3104-04-111
33-22-28-3100-20-180
33-22-28-3104-05-332
33-22-28-3104-04-090
33-22-28-3104-05-280
33-22-28-3104-05-301
33-22-28-3104-05-311
33-22-28-3104-05-320
33-22-28-3100-15-110
33-22-28-3104-05-001
33-22-28-3104-05-331

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

**PROPORTIONATE SHARE AGREEMENT FOR
Fire Creek at Gotha
Roundabout at the Intersection of Park Ridge Gotha Road and Sixth Street**

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 FIRE CREEK AT GOTH, LLC, a Florida limited liability company; PHILLIP'S PARKE XVI, LLC, a Florida limited liability company; and PATRICK NEAL MORAN and MARTHA S. MORAN, husband and wife (collectively, "**Owners**"), whose mailing address for purposes of this Agreement is c/o Fire Creek at Gotha, LLC, 7575 Dr. Phillips Blvd., Suite 245, Orlando, Florida 32819, 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 are the owners of fee simple title to certain real properties, 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 1, within the County's Urban Service Area;

WHEREAS, Owners intend to develop the Property as 43 single-family units known as "Fire Creek at Gotha" (the "**Project**"); and

WHEREAS, in connection with the development of the Project, Owners have submitted that certain Transportation Concurrency Analysis dated May 26, 2017, prepared by Traffic & Mobility Consultants (the "Traffic Study"); and

WHEREAS, Owner, Fire Creek at Gotha, LLC, received a letter from County dated June 7, 2017, stating that Owners' Capacity Encumbrance Letter ("CEL") application #16-11-094 for the Project was denied; and

WHEREAS, the Project will generate three (3) deficient PM Peak Hour trips (the "**Excess Trips 1**") for the deficient roadway segment on 6th Avenue (Conroy Road) from Lake Street to Main Street (the "**Deficient Segment 1**"), and zero (0) PM Peak Hour trips were available on Deficient Segment 1 on the date the CEL was denied as further described in Exhibit "B" hereto; and

WHEREAS, the Project will generate three (3) deficient PM Peak Hour trips (the "**Excess Trips 2**") for the deficient roadway segment on Apopka-Vineland Road from Conroy-Windermere Road to Windy Ridge Road (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 "B" hereto; and

WHEREAS, the Project will generate three (3) deficient PM Peak Hour trips (the "**Excess Trips 3**") for the deficient roadway segment on Conroy-Windermere Road from Lake Street to Apopka-Vineland Road (the "**Deficient Segment 3**"), and zero (0) PM Peak Hour trips were available on Deficient Segment 3 on the date the CEL was denied as further described in Exhibit "B" hereto; and

WHEREAS, the Project will generate one (1) deficient PM Peak Hour trip (the "**Excess Trip 4**") for the deficient roadway segment on Main Street from Chase Road to 6th Avenue (the "**Deficient Segment 4**"), and zero (0) PM Peak Hour trips were available on Deficient Segment 4 on the date the CEL was denied as further described in Exhibit "B" hereto; and

WHEREAS, the Project will generate five (5) deficient PM Peak Hour trips (the "**Excess Trips 5**") for the deficient roadway segment on Main Street from 6th Avenue to Boat Canal (the "**Deficient Segment 5**"), and zero (0) PM Peak Hour trips were available on Deficient Segment 5 on the date the CEL was denied as further described in Exhibit "B" hereto; and

WHEREAS, Excess Trips 1, Excess Trips 2, Excess Trips 3, Excess Trip 4 and Excess Trips 5 are hereinafter collectively referred to herein as the "**Excess Trips**"; and

WHEREAS, Deficient Segment 1, Deficient Segment 2, Deficient Segment 3, Deficient Segment 4 and Deficient Segment 5 are hereinafter collectively referred to herein as the "**Deficient Segments**"; and

WHEREAS, the Excess Trips impact the Deficient Segments; therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, the Owners shall provide the County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owners and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is One Hundred Fifty-Two Thousand Seven Hundred Fifty-Nine and No/100 Dollars (\$152,759.00) (the "**PS Amount**"); and

WHEREAS, pursuant to County's Long Range Transportation Plan (the "**LRTP**"), County does not have plans to further improve the Deficient Segments in the future; and

WHEREAS, in lieu of making payment of the PS Amount toward capacity improvements that are not currently in the LRTP, Owners have agreed to provide an alternative transportation improvement within the Traffic Study area which mitigates an existing deficiency at the intersection of Sixth Street and Park Ridge Gotha Road (the "**Alternative Mitigation Improvement**"); and

WHEREAS, County and Owners desire to set forth certain terms, conditions, and agreements between them as to the Alternative Mitigation Improvement and 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 Amount:** The amount of the PS Amount for the Deficient Segments described in Exhibit "B," attached hereto and incorporated herein by reference, totals One Hundred Fifty-Two Thousand Seven Hundred Fifty-Nine and No/100 Dollars (\$152,759.00). This PS Amount 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 Segments based upon (i) Owners' Traffic Study incorporated herein by this reference, and (ii) upon calculations described in Exhibit "B." The Traffic Study was accepted by the Orange County Transportation Planning Division on May 26, 2017, and is on file and available for inspection with that Division (CMS #16-11-094). Owners and County further acknowledge and agree that the PS Amount as set forth above shall be the final and binding calculation of the amount the 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 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 (j) below. Owners and County further acknowledge and agree that the calculation of and agreement regarding the PS Amount constitute material inducements for the parties to enter into this Agreement.

(b) *Transportation Concurrency for the Project.* Within the 2.5 mile radius which comprises the Traffic Study area, the Project will impact the Deficient Segments which are currently backlogged for capacity. For purposes of the County's Comprehensive Plan, a backlog in capacity for a roadway is equivalent to failing. Table 4 of the Traffic Study identifies the improvement needs on the Deficient Segments, and the Traffic Study states that improvements are not scheduled for those roadways under either the County's Capital Improvements Plan ("CIP") or the LRTP. This is because the Deficient Segments are constrained either via policy constraints or physical constraints and therefore cannot be widened or improved in such a manner as to alleviate the backlogged / failing conditions.

(c) *Alternative Mitigation Improvement.* Pursuant to Section 30-621(3)(c) of the County Code, there are no transportation improvements scheduled either in the County's CIP or in the LRTP to mitigate the Deficient Segments. As such, Owners and County have agreed that in lieu of making payment of the PS Amount toward capacity improvements that are not currently in the LRTP, Owners shall apply the PS Amount funds towards the construction of the Alternative Mitigation Improvement in accordance with County standards. Construction of this improvement within the Traffic Study area will mitigate an existing deficiency at the intersection of Park Ridge Gotha Road and Sixth Street and will provide major operational improvements that will proportionately mitigate the Project's impact upon the Deficient Segments. Owners have acquired sufficient land to ensure the proper design and operation of the Alternative Mitigation Improvement, and have agreed to convert the intersection to a four (4) approach intersection controlled by a modern roundabout, in accordance with the plan depicted on Figure 4 of the Traffic Study, and as generally depicted on Exhibit "C". Owners' estimated cost to construct the Alternative Mitigation Improvement is Four Hundred Eighty-Four Thousand Three Hundred Eight and 75/100 Dollars (\$484,308.75) (the "**Alternative Mitigation Improvement Cost**"), which is exclusive of the cost of land acquisition, design, and permitting. Owners have obtained an appraisal of the Property, a portion of which is necessary in order to complete the Alternative Mitigation Improvement, and that appraisal values the Property at \$65,000.00 per acre (the "Appraisal"). The Alternative Mitigation Improvement Cost exceeds the PS Amount, thereby satisfying Owners' required off site mitigation for the Project.

(d) *Timing of Alternative Mitigation Improvement, Issuance of CEL.* Owners shall construct the Alternative Mitigation Improvement in conjunction with the development of the Project, and shall complete the improvement prior to issuance of the initial certificate of occupancy for the Project. As soon as reasonably possible after its execution of this Agreement, 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 Owners 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. In the event Owners have not constructed the Alternative Mitigation Improvement in accordance with the terms of this Agreement, this Agreement shall become null and void.

(e) *Alternative Mitigation Improvement Ownership.* Owners shall retain title to the Alternative Mitigation Improvement right of way through completion of construction. The Alternative Mitigation Improvement right of way shall then be dedicated to the County prior to or at the time of platting for the Project pursuant to the procedure outlined in Section (f) below.

(f) *Conveyance of right of way to County by Owners.* Prior to or at the time of platting for the Project, Owners shall convey to County marketable fee title to the Alternative Mitigation Improvement right of way, as more particularly described in the legal description and sketch of description attached hereto as Exhibit "D" and incorporated by this reference (the "ROW Lands"). Conveyance of the ROW Land shall be by plat or general warranty deed in a form acceptable to County, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. Owners shall pay all costs associated with the conveyance of the ROW Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the ROW Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owners to the Orange 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 Owners for the year of conveyance. No less than thirty (30) days prior to conveyance of the ROW Lands, Owners shall deliver to County, at Owners' sole cost and expense, a commitment to issue an Owners' Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owners' Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days of the conveyance of the ROW Lands. The value of the land to be conveyed by Owners 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 value of the ROW Lands to be conveyed by Owners to County is \$7,735.00. This total results from an agreed-upon fair market value of \$65,000.00 per acre, or fraction thereof, and a total acreage of 0.119 acre(s). No less than thirty (30) days prior to conveyance, Owners shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the ROW 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, Owners 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 ROW Lands, one of the following events shall occur: (i) Owners shall remediate the ROW Lands to County's satisfaction prior to the conveyance; or (ii) Owners and County shall negotiate and enter into a separate agreement whereby Owners shall pay the full cost of remediation;

or (iii) County may terminate this Agreement at its option. Owners shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

(g) *Indemnification.* Owners agree, on behalf of themselves, their agents, contractors, successors and assigns, that they shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) or obligations of any kind including without limitation environmental assessments, evaluations, remediation, fines, penalties and clean-up costs asserted against the County and arising out of or resulting from the performance of the construction activities, excepting those acts or omissions arising out of the sole negligence of the County provided that any such liability, claim, damage, loss, cost or expense:

i. Is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the construction activities themselves) including the loss of use resulting therefrom, and

ii. Is caused in whole or part by an act or omission relating to the construction of the Improvements by the Owners, their agents or employees, or any contractor employed by the Owners, or anyone directly or indirectly employed by the Owners or their contractor(s), their subcontractors, or anyone for whose acts any of them may be liable;

iii. Is caused in whole or in part by any discharge or disposal of any hazardous or toxic materials, trash, debris, refuse, waste or other materials related in any way to the construction activities related to the construction of the Alternative Mitigation Improvement;

Provided, however, if this Agreement or any underlying contract for construction of any Alternative Mitigation Improvement is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the contractors to defend, indemnify or hold harmless the County, its officers, and employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractors and persons employed or utilized by the contractors in the performance of the construction activities. The indemnification provision contained herein shall survive the termination of this Agreement.

(h) *Insurance.* Prior to commencing construction of any portion of the Alternative Mitigation Improvement and throughout the course of construction of the Alternative Mitigation Improvement, the Owners or their agents and contractors, shall procure and maintain insurance with such limits and terms as specified in the following Schedule of Limits (see below):

Proportionate Share Agreement
Fire Creek at Gotha, LLC
Phillip's Parke XVI, LLC
Patrick Neal Moran and Martha S. Moran
Roundabout at the Intersection of Park Ridge Gotha Road and Sixth Street, 2017

i. Workers' compensation insurance with statutory workers' compensation limits and no less than the limits specified in the Schedule of Limits for Employer's Liability with a waiver of subrogation in favor of the County its employees and officials.

ii. Commercial general liability insurance for all operations including, but not limited to contractual, products and completed operations and personal injury with limits of not less than the limits specified in the Schedule of Limits per occurrence and an aggregate limit of at least twice the per occurrence limit.

iii. Business automobile liability insurance for all owned, hired, or non-owned vehicles with limits of not less than the limits specified in the Schedule of Limits per occurrence.

iv. Professional Liability (errors and omissions) for engineering design in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

v. Contractors pollution liability insurance including remediation and monitoring expense for all construction operations with limits of not less than One Million Dollars and 00/100 (\$1,000,000.00) per occurrence.

Schedule of Limits:

Contract Amount	Workers' Comp/ Employers' Liability	General Liability	Automobile Liability
Up to \$10 million	Statutory/\$500,000	\$1,000,000	\$1,000,000
\$10 - \$20 million	Statutory/\$1,000,000	\$5,000,000	\$5,000,000
Over \$20 million	To be determined by the County		

Owners shall be responsible for ensuring that each of their contractors and subcontractors of every tier procure and maintain the insurance specified above and shall furnish to the County evidence of such insurance prior to commencement of construction. The County shall be specifically named (scheduled) as an additional insured on all policies except for workers' compensation coverage.

All coverage shall be primary and not contributory with any insurance or self-insurance maintained by the County. Owners shall provide the County notice of any material change, cancellation, non-renewal of any policy required herein at least thirty (30) days prior to the occurrence thereof.

(i) *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(d) above.

(j) *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 one or more of the Deficient Segments 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.

(k) *Satisfaction of Transportation Improvement Requirements.* County hereby acknowledges and agrees that, based upon Owners' commitment to construct the Alternative Mitigation Improvement as required herein and absent any change in the Project increasing the number of trips as set forth in subparagraph 2(j) above, Owners 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. Owners shall be entitled to fully and completely develop the Project. Provided, however, Owners shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owners' 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 Owners from meeting the requirements of all other applicable laws, regulations, or Orange County Code provisions or from making the required payment of transportation impact fees applicable to the Project, subject to credits as set forth in Section 3 below.

Section 3. Transportation Impact Fee Credits. Because the Alternative Mitigation Improvement Cost exceeds the PS Amount, and because the Alternative Mitigation Improvement satisfies Owners' required off site mitigation requirement for the Project and provides a public benefit to the Project area, County and Owners agree that Owners 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 Amount as if payment of the PS Amount had been made in accordance with Section 163.3180, Florida Statutes, and as more particularly described in Exhibit "B" attached hereto (the "**Impact Fee Credits**"). County further agrees that such Impact Fee 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 Owners in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owners receive transportation impact fee credits in excess of the PS Amount for the delivery of the Alternative Mitigation Improvement.

Section 4. No Refund. Any reservation fees paid using the Impact Fee Credits up to the PS Amount are non-refundable.

Section 5. Notice. With the exception of the timing of the construction of the Alternative Mitigation Improvement as set forth in Section 2(d) 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 Owners: c/o Fire Creek at Gotha, LLC
7575 Dr. Phillips Boulevard, Suite 245
Orlando, Florida 32819

With copy to: Gunster, Yoakley & Stewart, P.A.
200 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attn: Allison E. Turnbull, Esq.

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, 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 Owners 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 Owners' 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 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 10. Attorney Fees. In the event either party hereto brings an action or proceeding including any counterclaim, cross-claim, or third party claim, against the other party arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.

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

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

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

[Signatures appear on following pages]

Proportionate Share Agreement
Fire Creek at Gotha, LLC
Phillip's Parke XVI, LLC
Patrick Neal Moran and Martha S. Moran
Roundabout at the Intersection of Park Ridge Gotha Road and Sixth Street, 2017.

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

Orange County Mayor

Date: 1.9.18

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
Fire Creek at Gotha, LLC
Phillip's Parke XVI, LLC
Patrick Neal Moran and Martha S. Moran
Roundabout at the Intersection of Park Ridge Gotha Road and Sixth Street, 2017

"FIRE CREEK AT GOTHA"

WITNESSES:

FIRE CREEK AT GOTHA, LLC, a Florida
limited liability company

Kim Haddock

Print Name: Kim Haddock

Denise Parkhill

Print Name: Denise Parkhill

By: *Robert W. Holston*

Print Name: Robert W. Holston

Title: mur

Date: 12-07-17

**STATE OF FLORIDA
COUNTY OF ORANGE**

SWORN and subscribed to freely and voluntarily for the purposes therein expressed before me by, of FIRE CREEK AT GOTHA, LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 7th day of December 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 7th day of December, 2017.



Diane Marie Manhire
NOTARY PUBLIC

Print Name: Diane Marie Manhire

My Commission Expires: 9-1-2018

Proportionate Share Agreement
Fire Creek at Gotha, LLC
Phillip's Parke XVI, LLC
Patrick Neal Moran and Martha S. Moran
Roundabout at the Intersection of Park Ridge Gotha Road and Sixth Street, 2017

WITNESSES:

James Woods
Print Name: James Woods

Shirley Kan
Print Name: Shirley Kan

PATRICK NEAL MORAN

Patrick Neal Moran
Date: 12-7-17

**STATE OF FLORIDA
COUNTY OF ORANGE**

SWORN and subscribed to freely and voluntarily for the purposes therein expressed before me by, of PATRICK NEAL MORAN, who is known by me to be the person described herein and who executed the foregoing, this 7th day of December, 2017 He/she is personally known to me or has produced FL Dr License (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 7th day of December, 2017.

Diane Marie Manhire
NOTARY PUBLIC

Print Name: Diane Marie Manhire

My Commission Expires: 9-1-2018



Proportionate Share Agreement
Fire Creek at Gotha, LLC
Phillip's Parke XVI, LLC
Patrick Neal Moran and Martha S. Moran
Roundabout at the Intersection of Park Ridge Gotha Road and Sixth Street, 2017

WITNESSES

James Woods
Print Name: JAMES WOODS

Steve Kern
Print Name: Steve Kern

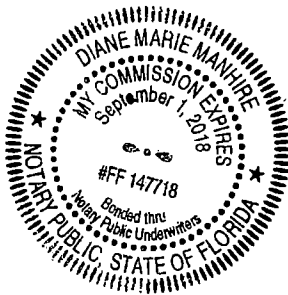
MARTHA S. MORAN

Martha S. Moran
Date: 12/7/2017

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN and subscribed to freely and voluntarily for the purposes therein expressed before me by MARTHA S. MORAN, who is known by me to be the person described herein and who executed the foregoing, this 7th day of December, 2017. He/she is personally known to me or has produced Fl. Id. License (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 7th day of December, 2017



Diane Marie Manhire
NOTARY PUBLIC

Print Name: Diane Marie Manhire

My Commission Expires: 9-1-2018

Proportionate Share Agreement
Fire Creek at Gotha, LLC
Phillip's Parke XVI, LLC
Patrick Neal Moran and Martha S. Moran
Roundabout at the Intersection of Park Ridge Gotha Road and Sixth Street, 2017

WITNESSES:

PHILLIP'S PARKE XVI, LLC, a Florida limited liability company

Kim Haddock

Print Name: *Kim Haddock*

Danise Paul

Print Name: *Danise Paul*

By: *Robert Holston*

Print Name: *Robert Holston*

Title: *mur*

Date: *12-07-17*

**STATE OF FLORIDA
COUNTY OF ORANGE**

SWORN and subscribed to freely and voluntarily for the purposes therein expressed before me by *Robert Holston*, of PHILLIP'S PARKE XVI, LLC a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this *7th* day of *December*, 20*17*. 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 *7th* day of *December*, 20*17*.



Diane Marie Manhire
NOTARY PUBLIC

Print Name: *Diane Marie Manhire*

My Commission Expires: *9-1-2018*

Proportionate Share Agreement
Fire Creek at Gotha, LLC
Phillip's Parke XVI, LLC
Patrick Neal Moran and Martha S. Moran
Roundabout at the Intersection of Park Ridge Gotha Road and Sixth Street, 2017

Exhibit "A"
"FIRE CREEK AT GOTHA"

Parcel Identification Numbers:

33-22-28-3100-24-071
33-22-28-3100-24-030
33-22-28-3100-20-201
33-22-28-3100-20-181
33-22-28-3104-04-111
33-22-28-3100-20-180
33-22-28-3104-05-332
33-22-28-3104-04-090
33-22-28-3104-05-280
33-22-28-3104-05-301
33-22-28-3104-05-311
33-22-28-3104-05-320
33-22-28-3100-15-110
33-22-28-3104-05-001
33-22-28-3104-05-331

(LEGAL DESCRIPTION CONTINUES ON FOLLOWING PAGES)

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

PARCEL 1:

LOT 7, BLOCK Y, MAP OF GOTHA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK "A", PAGE 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; LESS THE SOUTH 200.00 FEET OF THE WEST 217.80 FEET THEREOF.

PARCEL 2:

LOTS 3 AND 4, BLOCK Y, MAP OF GOTHA FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK A, PAGE 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, OTHERWISE DESCRIBED AS: COMMENCING IN THE SOUTHEAST CORNER OF BLOCK Y, RUNNING WEST WITH THE NORTH LINE OF SIXTH STREET 630 FEET, THENCE NORTH 630 FEET, THENCE EAST 630 FEET TO THE WEST LINE OF FIFTH AVENUE, THENCE SOUTH 630 FEET TO PLACE OF BEGINNING.

PARCEL 3:

THE EAST 50 FEET OF LOT 20 AND THE SOUTH 10 FEET OF THE EAST 50 FEET OF LOT 19, BLOCK U, MAP OF GOTHA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 4:

LOT 18, LYING NORTHWESTERLY OF RIGHT OF WAY DESCRIBED IN THE SETTLEMENT STIPULATION RECORDED IN OFFICIAL RECORDS BOOK 3313, PAGE 106, BLOCK U, MAP OF GOTHA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 5:

LOTS 11 AND 12, LYING EAST OF PAVED STREET AND THE WEST HALF OF VACATED STREET ON EAST, BLOCK D OF REPLAT OF PART BLOCKS O-P-T-U & Y AND ALL OF BLOCK X, MAP OF GOTHA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK R, PAGE 55, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 6:

LOT 18 (LESS THAT PORTION WITHIN RIGHT OF WAY OF ATLANTIC COAST LINE RAILROAD) LOT 19, LESS THE SOUTH 10 FEET OF THE EAST 50 FEET THEREOF; LOT 20 LESS THE EAST 50 FEET THEREOF, ALL IN BLOCK U, MAP OF GOTHA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO LESS THAT PART TAKEN FOR RIGHT OF WAY PER SETTLEMENT STIPULATION RECORDED IN BOOK 3313, PAGE 106 AND LESS THAT PART OF LOT 18 LYING NORTHWESTERLY OF SAID RIGHT OF WAY.

PARCEL 7:

KKS

Proportionate Share Agreement
Fire Creek at Gotha, LLC
Phillip's Parke XVI, LLC
Patrick Neal Moran and Martha S. Moran
Roundabout at the Intersection of Park Ridge Gotha Road and Sixth Street, 2017

LOT 33, BLOCK E, REPLAT OF PART BLOCKS O-P-T-U & Y AND ALL OF BLOCK X, MAP OF GOTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK R, PAGE 55, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING WEST OF PAVED ROAD.

PARCEL 8:

LOTS 9 AND 10 LYING EAST OF PAVED STREET AND WEST 30 FEET OF VACATED STREET CONTIGUOUS TO EAST OF LOTS 9 AND 10 AND THE EAST 15 FEET OF THE WEST 30 FEET OF VACATED STREET EAST BUT NOT CONTIGUOUS TO LOTS 1 THRU 8, BLOCK D, REPLAT OF PART BLOCKS O-P-T-U & Y AND ALL OF BLOCK X, MAP OF GOTH, RECORDED IN PLAT BOOK R, PAGE 55, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 9:

ALL OF LOTS 28 AND 29, AND THE NORTH 430 FEET OF LOTS 30 AND 31, BLOCK E, REPLAT OF PART BLOCKS O-P-T-U & Y AND ALL OF BLOCK X, MAP OF GOTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK, R, PAGE 55, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 10:

THE SOUTH 200 FEET OF LOT 30, BLOCK E, REPLAT OF PART BLOCKS O-P-T-U & Y AND ALL OF BLOCK X, MAP OF GOTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK, R, PAGE 55, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 11:

THE SOUTH 200 FEET OF LOT 31, BLOCK E, REPLAT OF PART BLOCKS O-P-T-U & Y AND ALL OF BLOCK X, MAP OF GOTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK, R, PAGE 55, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 12:

LOT 32, BLOCK E, REPLAT OF PART BLOCKS O-P-T-U & Y AND ALL OF BLOCK X, MAP OF GOTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK, R, PAGE 55, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 13:

LOT 33, BLOCK E, REPLAT OF PART BLOCKS O-P-T-U & Y AND ALL OF BLOCK X, MAP OF GOTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK R, PAGE 55, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING EAST OF PAVED ROAD.

PARCEL 14:

LOT 11, BLOCK P, MAP OF GOTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

PARCEL 15:

THAT PART OF THE MAP OF GOTH, RECORDED IN PLAT BOOK A, PAGE 39, LYING EAST OF THE OAKS OF WINDERMERE, RECORDED IN PLAT BOOK 47, PAGE 57, AND WEST OF FORMER RAILROAD 60-FOOT RIGHT OF WAY IN THE EAST 1/2 OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

Log of Project Contributions
Apopka-Vineland Road (Conroy-Windermere to Windy Ridge)

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
Apopka-Vineland Road	Conroy-Windermere Rd	Windy Ridge Road	1.01	E	2000	Widen from 4 to 6 lanes	3020	1020	\$15,610,560	\$15,305

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
Apopka-Vineland Road	Conroy-Windermere Rd	Windy Ridge Road	1.01	E	2000	116	3020	1020	\$1,775,319

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
Apopka-Vineland Road	Conroy-Windermere Rd	Windy Ridge Road	1.01	E	2000	3020	1020	116	904	\$13,835,241	\$15,305

Updated: 10/9/17

Log of Project Contributions			
Date	Project	Project Trips	Prop Share
Jun-17	Existing plus Committed	116	\$1,775,380
			\$0
			\$0
			\$0
			\$0
	Backlogged Totals:	116	\$1,775,380
Jun-17	Fire creek Subdivision	3	\$45,915
			\$0
			\$0
			\$0
			\$0
	Totals:	119	\$1,821,295

Exhibit "B"

"FIRE CREEK AT GOTHA"

[Exhibit "B", Continued]

Log of Project Contributions
 Conroy Windermere Rd (Lake St to Apopka-Vineland 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
Conroy-Windermere Rd	Lake St	Apopka-Vineland Road	1.33	D	740	Widen from 2 to 4 lanes	1580	840	\$13,704,320

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
Conroy-Windermere Rd	Lake St	Apopka-Vineland Road	1.33	D	740	88	1580	840	\$1,435,691

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
Conroy-Windermere Rd	Lake St	Apopka-Vineland Road	1.33	D	740	1580	840	88	752	\$12,268,629	\$16,315

Updated: 10/9/17

Log of Project Contributions			
Date	Project	Project Trips	Prop Share
Existing Jun-17	Existing plus Committed	88	\$1,435,720
			\$0
			\$0
			\$0
			\$0
	Backlogged Totals:	88	\$1,435,720
Proposed Jun-17	Fire creek Subdivision	3	\$48,945
			\$0
			\$0
			\$0
			\$0
	Totals:	91	\$1,484,665

[Exhibit "B", Continued]

Log of Project Contributions
 6th Ave (Lake Street to Main Street)

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
6th Ave (Conroy Ave)	Lake Street	Main Street	0.30	D	740	Widen from 2 to 4 lanes	1580	840	\$3,091,200	\$3,680

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
6th Ave (Conroy Ave)	Lake Street	Main Street	0.30	D	740	22	1580	840	\$80,960

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
6th Ave (Conroy Ave)	Lake Street	Main Street	0.30	D	740	1580	840	22	818	\$3,010,240	\$3,680

Updated: 10/9/17

Log of Project Contributions

Date	Project	Project Trips	Prop Share
Existing Jun-17	Existing plus Committed	22	\$80,960
			\$0
			\$0
			\$0
			\$0
	Backlogged Totals:	22	\$80,960
Proposed Jun-17	Fire creek Subdivision	3	\$11,040
			\$0
			\$0
			\$0
	Totals:	25	\$92,000

[Exhibit "B", Continued]

Log of Project Contributions
 Main Street from (Chase Road to 6th Ave)

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
Main Street	Chase Road	6th Ave	0.52	D	740	Widen from 2 to 4 lanes	1580	840	\$5,358,080	\$6,379

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
Main Street	Chase Road	6th Ave	0.52	D	740	0	1580	840	\$0

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
Main Street	Chase Road	6th Ave	0.52	D	740	1580	840	0	840	\$5,358,080	\$6,379

Updated: 10/9/17

Log of Project Contributions			
Date	Project	Project Trips	Prop Share
Existing	Jun-17	Existing plus Committed	0
			\$0
			\$0
			\$0
			\$0
			\$0
		Backlogged Totals:	0
Proposed	Jun-17	Fire creek Subdivision	1
			\$6,379
			\$0
			\$0
			\$0
			\$0
		Totals:	1
			\$6,379

[Exhibit "B", Continued]

Log of Project Contributions
 Main Street from (6th Ave to Boat Canal)

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
Main Street	6th Ave	Boat Canal	0.66	D	740	Widen from 2 to 4 lanes	1580	840	\$6,800,640	\$8,096

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
Main Street	6th Ave	Boat Canal	0.66	D	740	1	1580	840	\$8,096

Developer Share of Improvement

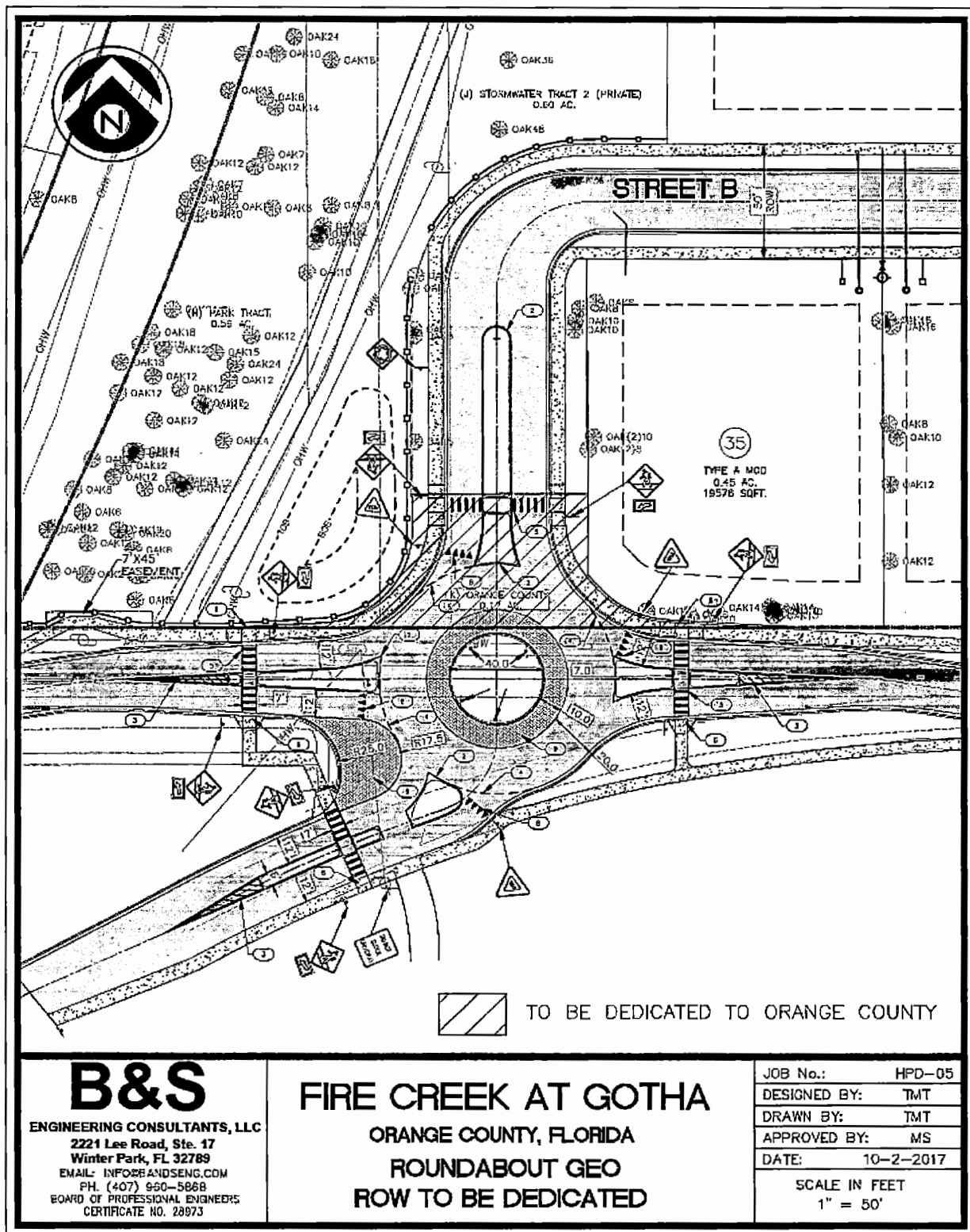
Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Main Street	6th Ave	Boat Canal	0.66	D	740	1580	840	1	839	\$6,792,544	\$8,096

Updated: 10/9/17

Log of Project Contributions			
Date	Project	Project Trips	Prop Share
Existing Jun-17	Existing plus Committed	1	\$8,096
			\$0
			\$0
			\$0
			\$0
	Backlogged Totals:	1	\$8,096
Proposed Jun-17	Fire creek Subdivision	5	\$40,480
			\$0
			\$0
			\$0
			\$0
	Totals:	6	\$48,576

Proportionate Share Agreement
 Fire Creek at Gotha, LLC
 Phillip's Parke XVI, LLC
 Patrick Neal Moran and Martha S. Moran
 Roundabout at the Intersection of Park Ridge Gotha Road and Sixth Street, 2017

Exhibit "C" General Depiction of Roundabout



Proportionate Share Agreement
Fire Creek at Gotha, LLC
Phillip's Parke XVI, LLC
Patrick Neal Moran and Martha S. Moran
Roundabout at the Intersection of Park Ridge Gotha Road and Sixth Street, 2017

Exhibit "D"
ROW LANDS

SKETCH OF DESCRIPTION

DESCRIPTION:

THAT PORTION OF LOT 20, BLOCK U, TOWN OF GOTHA, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK A, PAGE 38, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK R, PAGE 55, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 20, BLOCK U; THENCE RUN N00°20'43"W ALONG THE WEST LINE OF LOT 20, 58.08 FEET; THENCE DEPARTING SAID WEST LINE RUN N89°49'15"E, 57.88 FEET; THENCE RUN S00°10'45"E, 35.00 FEET; THENCE RUN S41°57'35"E, 8.20 FEET TO A CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 44°47'54", A RADIUS OF 41.00 FEET, AN ARC LENGTH OF 32.06 FEET, A CHORD BEARING OF S64°21'32"E AND A CHORD DISTANCE OF 31.25 FEET; THENCE RUN S86°45'28"E, 55.27 FEET TO THE AFORESAID NORTH RIGHT OF WAY LINE OF SIXTH STREET, ALSO BEING THE SOUTH LINE OF AFORESAID LOT 20; THENCE RUN S89°49'15"W ALONG SAID NORTH RIGHT OF WAY LINE, 147.55 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 3,788 SQUARE FEET MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY LINE OF SIXTH STREET AS BEING S89°49'15"W (ASSUMED).
4. THIS IS NOT A BOUNDARY SURVEY.

SHEET 1 OF 2

JOB NUMBER: 15022.004

SURVEY DATE:	10/25/17
FIELD BY:	N/A
FIELD BOOK:	N/A
PAGES:	N/A
FIELD FILE:	N/A

DRAWING FILE: 15022-Reminded

ARON D. BISHMAN, P.E.M. FLORIDA REGISTRATION NO. 0888



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.885.8877
UNIVERSITY GARDEN, FL 34787 Fax No. 407.885.8878

Proportionate Share Agreement
 Fire Creek at Gotha, LLC
 Phillip's Parke XVI, LLC
 Patrick Neal Moran and Martha S. Moran
 Roundabout at the Intersection of Park Ridge Gotha Road and Sixth Street, 2017

[Exhibit "D", Continued]
 ROW LANDS

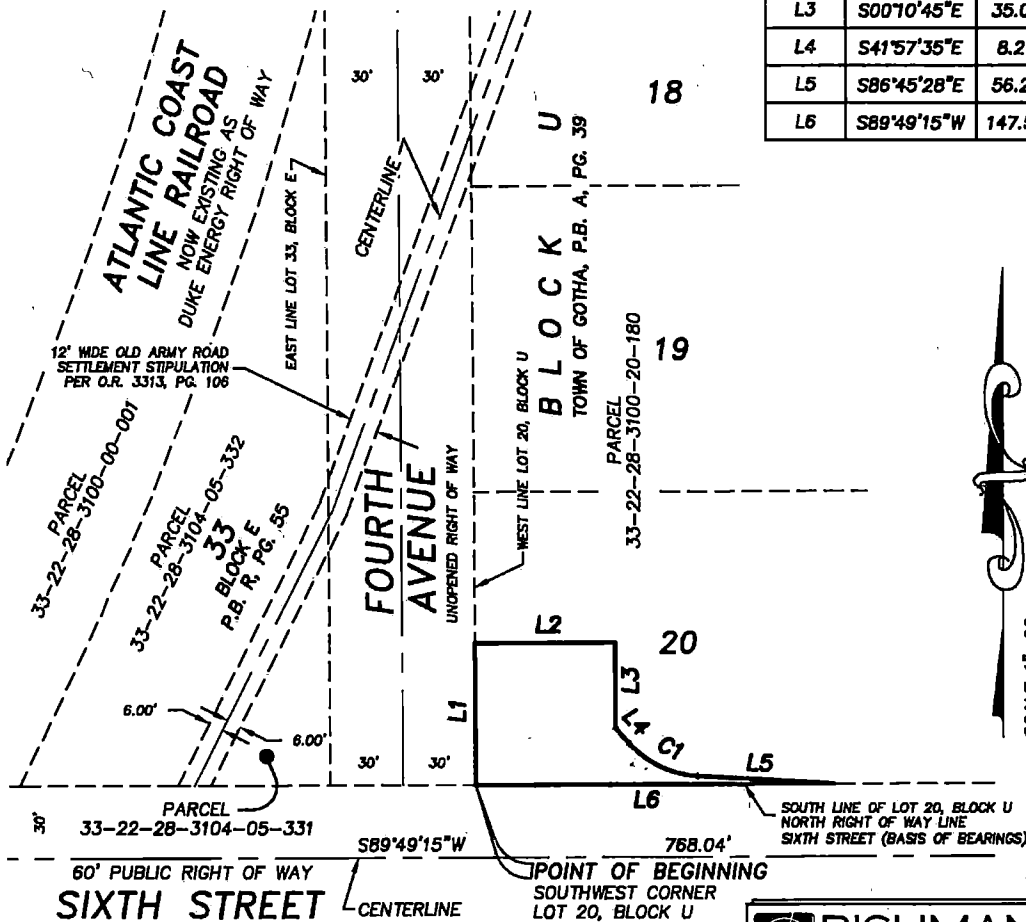
SKETCH OF DESCRIPTION

LEGEND:

L.B. LICENSED BUSINESS
 P.S.M. PROFESSIONAL SURVEYOR
 & MAPPER
 P.B. PLAT BOOK
 P.G. PAGE

Curve Table					
CURVE #	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	44°47'54"	41.00'	32.08'	S64°21'32"E	31.25'

Line Table		
LINE #	DIRECTION	LENGTH
L1	N00°20'43"W	58.08'
L2	N89°49'15"E	57.96'
L3	S00°10'45"E	35.00'
L4	S41°57'35"E	8.20'
L5	S86°45'28"E	56.27'
L6	S89°49'15"W	147.55'



JOB NUMBER: 15022.004

SURVEY DATE: 10/25/17
 DRAWING FILE: 15022-Roundabout

SHEET 2 OF 2



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
 WINTER GARDEN, FL 34787 Fax No. 407.905.8875