

This instrument prepared by:

Mohammed Abdallah, PE, PTOE
Traffic & Mobility Consultants LLC
988 Woodcock Road, Suite 200
Orlando, Florida 32803

and after recording return to:

James G. Willard, Esquire
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

Parcel ID Number: 20-23-27-2717-01-002

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**FIRST AMENDMENT TO PROPORTIONATE SHARE AGREEMENT FOR
HAMLIN SWQ RETAIL BUILDING G AKA HAMLIN SEQ BUILDING E**

AVALON ROAD

This First Amendment to Proportionate Share Agreement for Hamlin SWQ Retail Building G AKA Hamlin SEQ Building E (the “**First Amendment**”), is made and entered into by and between HAMLIN RETAIL PARTNERS, LLC, an Florida limited liability company (“**Owner**”), with its principal place of business at 14422 Shoreside Way, Suite 130, Winter Garden, Florida 34787 and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), with its principal address at P.O. Box 1393, Orlando, Florida 32802-1393. Owner and County may sometimes be referred to herein individually as “**Party**” and collectively as “**Parties**”.

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

WHEREAS, the Property was the subject of that certain Proportionate Share Agreement entered into between Owner and County recorded October 5, 2021, as Doc No. 20210605628, Public Records of Orange County, Florida (the “**PS Agreement**”); and

WHEREAS, Owner previously made a proportionate share payment of Eighty Thousand Six Hundred Ninety-One and 00/100 Dollars (\$80,691.00) (the “**Original PS Payment**”) for the parcel in accordance with the terms of the PS Agreement; and

WHEREAS, the Original PS Payment was made to County and CEL#21-04-044 was approved for 7,400 square feet of commercial retail building but has since expired (the “**Original CEL**”); and

WHEREAS, Owner intends to develop the Property as 6,652 square feet of retail referred to and known as “Hamlin SEQ Building E”(the “**Project**”); and

WHEREAS, Owner received a letter from County dated July 31, 2025, stating that Owner’s Capacity Encumbrance Letter (“**CEL**”) application #25-05-028 for the Project was denied; and

WHEREAS, the Project will generate two (2) deficient PM Peak Hour trips (the “**Excess Trips 1**”) for the deficient roadway segment on Avalon Road from Porter Road to New Independence Parkway (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 “C”** attached hereto and incorporated herein; and

WHEREAS, the Project will generate two (2) deficient PM Peak Hour trips (the “**Excess Trips 2**”) for the deficient roadway segment on Avalon Road from New Independence Parkway to Malcom Road (the “**Deficient Segment 2**”), and zero PM Peak Hour trips were available on Deficient Segment 2 on the date the CEL was denied, as further described in **Exhibit “C”** attached hereto and incorporated herein; and

WHEREAS the Excess Trips 1 and Excess Trips 2 shall be referred to herein collectively as the “**Excess Trips**”; and

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

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current anticipated Project buildout is Seventy-Nine Thousand Nine Hundred Ten and 00/100 Dollars (\$79,910.00) (the “**PS Payment**”); and

WHEREAS, Owner and County have agreed to assign the Original PS Payment to the Project; and

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

Section 1. PS Payment. There is no additional PS Payment required.

Section 2. *Recordation of Agreement.* Owner shall record an original of this First Amendment in the Public Records of Orange County, Florida, at no expense to County, not later than thirty (30) days after the Effective Date.

Section 3. *Issuance of CEL.* Within 21 days of receiving notice of recordation of the First Amendment, County shall issue an approved CEL for the Project.

Section 4. *Incorporation of PS Agreement Terms.* Other than as specifically amended by the terms of this First Amendment, all other terms and conditions of the PS Agreement shall remain unchanged and in full force and effect.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by
their respective duly authorized representatives on the dates set forth below.

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings

Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller

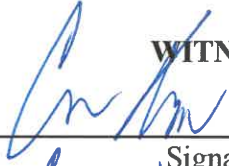
As Clerk of the Board of County Commissioners

By: _____

Deputy Clerk

Print Name: _____

WITNESS #1


Signature
Carson Kupp
Print Name

"OWNER"

HAMLIN RETAIL PARTNERS, LLC, a
Florida limited liability company, its sole
Member

Mailing Address: 14422 Shoreside Way, St. 130

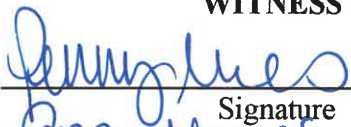
City: Winter Garden State: FL

Zip Code: 34787

By BK HAMLIN RETAIL PARTNERS, LLC,
a Florida limited liability company, its
Manager

By: 
Ken L. Kupp, President

WITNESS #2


Signature
Penny Nunes
Print Name

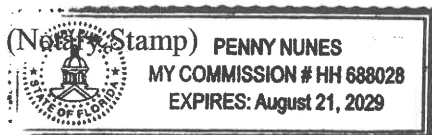
Mailing Address: 14422 Shoreside Way St 130

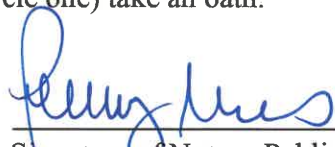
City: Winter Garden State: FL

Zip Code: 34787

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 02nd day of September, 2025, by Ken L. Kupp,
President of BK HAMLIN RETAIL PARTNERS, LLC, a Florida limited liability company,
Manager of HAMLIN RETAIL PARTNERS, LLC, a Florida limited liability company, on behalf
of such company, who ☒ is personally known to me or ☐ has produced a valid Florida Driver's
License as identification and did/did not (circle one) take an oath.




Signature of Notary Public
Print Name: Penny Nunes
Notary Public, State of: Florida
Commission Expires: 8/21/29

JOINDER AND CONSENT

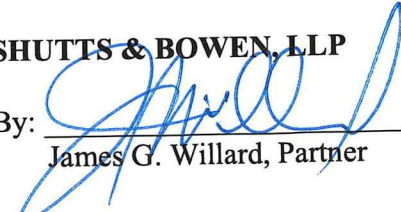
This Agreement is joined in by Shutts & Bowen, LLP in its capacity as Escrow Agent under the Escrow Agreement and the Road Agreement to acknowledge and consent to the performance of its additional duties as set forth in this Agreement.

WITNESS #1


Signature
Serena H. Williams
Print Name

"ESCROW AGENT"

SHUTTS & BOWEN, LLP

By: 
James G. Willard, Partner

Mailing Address: 300 S. Orange Avenue,
Ste. 1600

City: Orlando State: FL

Zip Code: 32801

WITNESS #2


Signature
Sandra E. Rowland
Print Name

Mailing Address: 300 S. Orange Ave. #1600

City: Orlando State: FL

Zip Code: 32801

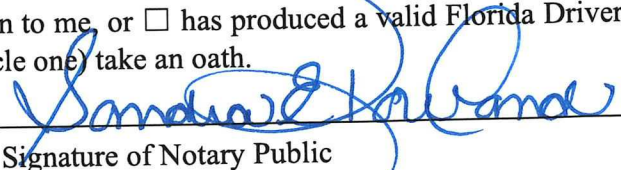
**STATE OF FLORIDA
COUNTY OF ORANGE**

Acknowledged freely and voluntarily for the purposes therein expressed before me by **James G. Willard**, Partner of Shutts & Bowen, LLP, a Florida limited liability partnership, who is known by me to be the person described herein and who executed the foregoing, this 22nd day of September, 2025. He appeared before me by means of: ☐ online notarization or ☒ physical presence and is ☒ personally known to me, or ☐ has produced a valid Florida Driver's License as identification and did/did not (circle one) take an oath.

(Notary Stamp)



SANDRA E. ROWLAND
Commission # HH 683194
Expires July 7, 2029


Signature of Notary Public

Print Name: _____

Notary Public, State of: _____

Commission Expires: _____

Exhibit A

“SWQ RETAIL BUILDING G AKA HAMLIN SEQ BUILDING E”

Project Location Map

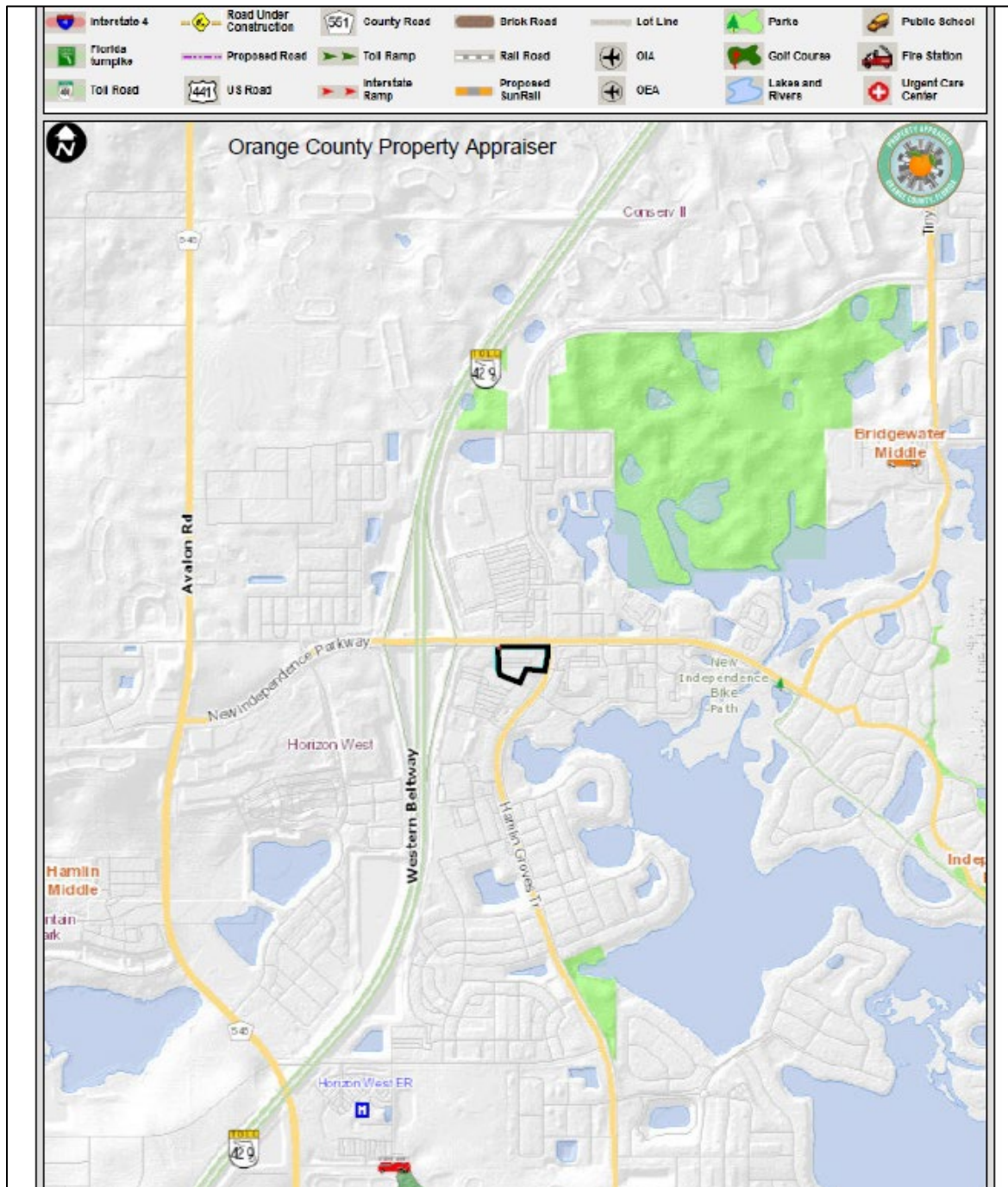


Exhibit "B"

"SWQ RETAIL BUILDING G AKA HAMLIN SEQ BUILDING E"

Parcel ID: 20-23-27-2717-01-002

Legal Description:

A parcel of land comprising a portion of Section 20, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

BEGIN at the point of intersection of the Southerly right-of-way line of New Independence Parkway according to Official Records Book 10416, Page 5782 and the Westerly right-of-way line of Hamlin Groves Trail according to Official Records Book 10416, Page 5782 all of the Public Records of Orange County, Florida thence run the following courses along the Westerly right-of-way line of said Hamlin Groves Trail; South 45° 17' 57" East for a distance of 42.43 feet; thence run South 00° 17' 57" East for a distance of 11.41 feet to the point of curvature of a curve, concave Westerly having a radius of 846.36 feet, with a chord bearing of South 05° 04' 18" West, and a chord distance of 158.44 feet; thence run Southerly along the arc of said curve through a central angle of 10° 44' 29" for an arc distance of 158.67 feet to a point of compound curvature of a curve, concave Northwesterly having a radius of 943.91 feet with a chord bearing of South 12° 54' 33" West, and a chord distance of 81.25 feet, thence run Southerly through a central angle of 04° 56' 01" along the arc of said curve for an arc distance of 81.28 feet to a point on a non tangent curve concave Northerly having a radius of 30.00 feet, with a chord bearing of North 88° 49' 52" West, and a chord distance of 16.57 feet, thence departing said Westerly right-of-way line run Westerly along the arc of said curve through a central angle of 32° 03' 34" for an arc distance of 16.79 feet to a point of tangency, thence run North 72° 48' 05" West for a distance of 12.48 feet to the point of curvature of a curve, concave Southerly having a radius of 128.67 feet, with a chord bearing of North 81° 24' 03" West, and a chord distance of 38.48 feet, thence run Westerly along the arc of said curve through a central angle of 17° 11' 55" for an arc distance of 38.62 feet to a point of tangency, thence run South 90° 00' 00" West for a distance of 166.92 feet; thence run South 00° 00' 00" East for a distance of 28.07 feet to the point of curvature of a curve, concave Westerly having a radius of 96.50 feet, with a chord bearing of South 19° 40' 06" West, and a chord distance of 64.96 feet; thence run Southwesterly along the arc of said curve through a central angle of 39° 20' 13" for an arc distance of 66.25 feet to a point of tangency, thence run South 39° 20' 13" West for a distance of 82.43 feet; thence run North 75° 24' 12" West for a distance of 176.21 feet to the point of curvature of a curve, concave Northeasterly having a radius of 140.50 feet, with a chord bearing of North 37° 51' 52" West, and a chord distance of 171.21 feet, thence run Northwesterly along the arc of said curve through a central angle of 75° 04' 41" for an arc distance of 184.11 feet to a point of tangency, thence run North 00° 19' 31" West for a distance of 60.76 feet; thence run North 06° 45' 44" West for a distance of 21.56 feet; thence run North 00° 16' 02" West for a distance of 156.67 feet to a point on the aforesaid Southerly right-of-way line of New Independence Parkway, thence run North 89° 42' 03" East along said Southerly right-of-way for a distance of 588.75 feet to the POINT OF BEGINNING.

Exhibit “C”

**“SWQ RETAIL BUILDING G AKA HAMLIN SEQ BUILDING E”
DEFICIENT SEGMENT #1**

Avalon Road from Porter Road to New Independence Parkway

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
Avalon Rd	Porter Rd New Independence Pkwy	0.92	E	880	Widen from 2 to 4 lanes	2000	1120	\$19,418,926	\$17,339

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
Avalon Rd	Porter Rd New Independence Pkwy	0.92	E	880	1212	2000	1120	\$21,014,062

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
Avalon Rd	Porter Rd New Independence Pkwy	0.92	E	880	2000	1120	1212	-92	-\$1,595,126	\$17,339

Updated: 7/25/25

Log of Project Contributions

Date	Project	Project Trips	Prop Share
Dec-18	Existing plus Committed	1212	\$21,014,868
Dec-18	The Blake at Hamlin	1	\$9,999
Dec-18	Hamlin Daycare	2	\$19,998
Dec-18	Restaurant at Hamlin NEC	1	\$9,999
Feb-19	Hamlin Active Adult Living Apartments	1	\$9,999
Feb-19	Hamlin Reserve Office-Daycare Bldg D	2	\$19,998
Feb-19	Hamlin Reserve Medical Office Bldg A&F	2	\$19,998
May-19	Taco Bell / Pizza Hut	1	\$9,999
May-19	Suntrust	1	\$9,999
Oct-19	Hamlin McCoy Federal Credit Union	1	\$11,107
Oct-19	Hamlin SWC Commercial Lot C McDonalds	2	\$22,214
Oct-19	Hamlin NWC Commercial Lot 2 Regions Bank	1	\$11,107
Oct-19	Hamlin NEC Wawa	2	\$22,214
Oct-19	Hamlin Market	2	\$22,214
Oct-19	Hamlin Family Dental	1	\$11,107
Feb-20	Hamlin Medical Office	12	\$133,284
Mar-20	Hamlin SWC Commercial Building J	3	\$33,321
Jul-20	Hamlin SW Commercial Building I	3	\$33,321
Sep-20	Hamlin SW Commercial Building F	3	\$33,321
Nov-20	Hamlin SW Commercial Building B	8	\$88,856
Nov-20	Hamlin SW Commercial Building C	8	\$88,856
Nov-20	Hamlin SW Medical Office Building D	9	\$99,963
Jun-21	Hamlin SW Medical Office Building E-1	8	\$93,376
Jun-21	Hamlin Paramount Urgent Care	5	\$58,360
Jun-21	Hamlin Ace Hardware Store	3	\$35,016
Jun-21	Hamlin Autozone	1	\$11,672
Sep-21	Hamlin Miller's Ale House	1	\$11,672
Nov-21	Hamlin Urban Air	2	\$23,344
Jan-22	Discovery Church	2	\$24,266
Jan-22	Hamlin Taco Bell	1	\$12,133
Mar-22	Hamlin Chick Fil A	1	\$12,133
Mar-22	Hamlin Wells Fargo	1	\$12,133
Apr-22	NWC Commercial Building I	3	\$36,399
Aug-23	PopStroke Hamlin	1	\$13,841
Aug-23	UR5 Building F	20	\$276,820
Aug-23	Vystar Hamlin	1	\$13,841
Aug-23	UR5 Building B	29	\$401,389
Oct-23	Hamlin Wholesale Club	33	\$456,753
Feb-24	Hamlin Tiki Docks	1	\$13,841
May-24	Hamlin HRPN Building I	6	\$88,074
Dec-24	Porter Retail at Hamlin	3	\$52,017
Dec-24	Hamlin Groves Retail	2	\$29,358
Backlogged Totals:		1402	\$23,412,180
Proposed Jul-25	Hamlin Retai SWQ Building E	2	\$34,678
			\$0
			\$0
			\$0
			\$0
Totals:		1404	\$23,446,858

