



## Interoffice Memorandum

AGENDA ITEM

May 27, 2021

TO: Mayor Jerry L. Demings  
—AND—  
County Commissioners

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

SUBJECT: July 13, 2021 – Consent Item  
First Amendment to Town Center West (Silverleaf) Road Network Agreement  
C.R. 545/Avalon Road and New Independence Parkway

The Roadway Agreement Committee has reviewed the First Amendment to Town Center West (Silverleaf) Road Network Agreement C.R. 545/Avalon Road and New Independence Parkway ("First Amendment") by and among Jen Florida 36, LLC, Hamlin Partners at Silverleaf, LLC and Orange County to amend the terms of the Town Center West (Silverleaf) Road Network Agreement ("Agreement") approved by the Board September 1, 2020, and recorded as Document #20200467436. The First Amendment is adding Hamlin Partners as a Constructing Owner, provides for the concurrent construction of C.R. 545 and New Independence Parkway Extension, and allows for a Constructing Owner to make a Fair Share payment to the Escrow Agent in an amount of not less than \$500,000 in return for impact fee credits in the amount of the payment.

The First Amendment also adds a provision to advance temporary signalization at the intersection of C.R. 545 and New Independence Parkway, and assigns responsibility for future additional traffic signals along those corridors when warranted. Costs for design and construction will be provided by Constructing Owners and impact fee credits will be awarded by the County only to the extent the signals are permanent and associated with the required improvements.

Finally, the First Amendment increases the number of vested trips from 600 trips to 900 trips that may be awarded to a Non-Constructing Owner for payment of their Fair Share, and provides for an additional 300 vested trips awarded upon completion of the Preliminary Design Study for CR. 545. The additional trips are necessary due to the addition of a second Constructing Owner and will provide for simultaneous construction of both C.R. 545 and New Independence Parkway. The proportional trip release for Silverleaf prior to the commencement of construction is consistent with recent road network agreements for Horizon West Village F, Village H, and Village I. Lastly, the County

Page Two

July 13, 2021 – Consent Item

First Amendment to Town Center West (Silverleaf) Road Network Agreement

C.R. 545/Avalon Road and New Independence Parkway

received a technical memorandum demonstrating that adequate capacity will exist along C.R. 545 for the next several years to support the request for additional vested trips.

The Roadway Agreement Committee recommended approval of the Agreement on April 21, 2021. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5393.

**ACTION REQUESTED: Approval and execution of First Amendment to Town Center West (Silverleaf) Road Network Agreement C.R. 545/Avalon Road and New Independence Parkway by and among Jen Florida 36, LLC, Hamlin Partners at Silverleaf, LLC, and Orange County to add a Constructing Owner, address temporary traffic signals, and increase the number of vested trips.  
District 1**

JVW/tc/ep  
Attachment

BCC Mtg. Date: July 13, 2021

**PREPARED BY AND RETURN TO:**  
**JAMES G. WILLARD, ESQUIRE**  
**SHUTTS & BOWEN LLP**  
**300 S. ORANGE AVENUE, SUITE 1600**  
**ORLANDO, FLORIDA 32801**

<b>Tax Parcel I.D. Numbers:</b>	<b>19-23-27-5836-15-010</b>	<b>19-23-27-5840-12-090</b>
	<b>19-23-27-5840-14-010</b>	<b>19-23-27-5836-17-010</b>
	<b>19-23-27-5840-13-100</b>	<b>30-23-27-0000-00-001</b>
	<b>19-23-27-5840-10-000</b>	<b>30-23-27-0000-00-004</b>
	<b>19-23-27-5840-11-010</b>	<b>30-23-27-0000-00-021</b>

**FIRST AMENDMENT TO**  
**TOWN CENTER WEST (SILVERLEAF) ROAD NETWORK AGREEMENT**  
**C.R. 545/AVALON ROAD**  
**AND**  
**NEW INDEPENDENCE PARKWAY**

**THIS FIRST AMENDMENT TO THE TOWN CENTER WEST (SILVERLEAF) ROAD NETWORK AGREEMENT** (the “**First Amendment**”), is effective as of the last date of execution by the parties hereto (the “**Effective Date**”), and is made and entered into by and among **JEN FLORIDA 36, LLC**, a Florida limited liability company (the “**Jen Florida**”), **HAMLIN PARTNERS AT SILVERLEAF, LLC**, a Florida limited liability company (“**Hamlin Partners**”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, 201 S. Rosalind Avenue, Orlando, Florida 32802-1393 (“**County**”).

**WITNESSETH:**

**WHEREAS**, Jen Florida is the fee simple owner of the real property depicted and identified by Parcel Identification Number on the project location map attached as **Exhibit “A”** (the “**Jen Florida Property**”), which exhibit is attached hereto and incorporated herein by reference; and

**WHEREAS**, Hamlin Partners is the fee simple owner and successor in interest to land originally owned by Jen Florida as depicted and identified by Parcel Identification Number on the project location map attached as **Exhibit “A”** (the “**Hamlin Partners Property**”); and

**WHEREAS**, both the Jen Florida Property and the Hamlin Partners Property are part of the “**Property**” as originally defined in the Town Center West (Silverleaf) Road Network Agreement approved by the County Board of County Commissioners on September 1, 2020 and recorded at Doc# 20200467436, Public Records of Orange County, Florida (the “**Silverleaf Road Agreement**”); and

**WHEREAS**, pursuant to paragraph 19 of the Silverleaf Road Agreement, the Silverleaf Road Agreement may be amended solely by Jen Florida and County so long as Jen Florida is an owner of land within the Property; and

**WHEREAS**, Jen Florida, Hamlin Partners and County desire to amend the terms of the Silverleaf Road Agreement as hereinafter set forth and as authorized pursuant to paragraph 19 of the Silverleaf Road Agreement.

**NOW, THEREFORE**, in consideration of the premises and the terms and conditions herein contained, Jen Florida, Hamlin Partners and County do hereby amend the Silverleaf Road Agreement as follows:

1. **Recitals; Defined Terms.** The foregoing recitals are true and correct and are incorporated herein by reference. All capitalized terms used herein not otherwise defined or amended by this First Amendment shall have the meanings ascribed to them in the Silverleaf Road Agreement.

2. **Definitions.** Paragraph 2 of the Silverleaf Road Agreement is amended by deleting subparagraphs 2.1 and 2.8 thereof and replacing them with the following revised subparagraphs:

2.1 **Constructing Owner(s)** – shall mean individually either Jen Florida or Hamlin Partners when either such party is identified separately as a Constructing Owner, or collectively both Jen Florida and Hamlin Partners when such parties are referenced together as Constructing Owners. Furthermore, when used in connection with the Avalon Road/C.R. 545 Improvements, the Constructing Owner shall refer to Jen Florida and when used in connection with the New Independence Parkway Improvements, the Constructing Owner shall be Hamlin Partners.

2.8 **Non-Constructing Owner** – shall refer to any future successor in interest to any portion of the Property other than a Constructing Owner. Each Non-Constructing Owner shall be allocated a proportionate amount of the Fair Share obligation, which proportionate Fair Share allocation shall be paid to Escrow Agent in accordance with Section 4.1 of the Silverleaf Road Agreement.

3. **Scope of Improvements; Timing and Method of Payment of Fair Share.** Paragraph 4 of the Silverleaf Road Agreement is amended as follows:

- The first sentence of paragraph 4 is deleted in its entirety and replaced by the following:

“With respect to the Avalon Road/C.R. 545 Improvements identified in paragraph 4.A., below, Jen Florida shall serve as Constructing Owner and with respect to the New Independence Parkway Improvements described in paragraph 4.B. of the Silverleaf Road Agreement, Hamlin Partners shall serve as Constructing Owner. Each such Constructing Owner shall utilize their respective Fair Share allocation, and may do so simultaneously, to perform/construct all or a portion of the following Improvements:”

- Section 4.2 **Payment by Constructing Owner** of paragraph 4 is hereby deleted and replaced with the following revised Section 4.2:

**“4.2 Payment by Constructing Owner.** Constructing Owner shall pay its portion of the Fair Share by either (i) constructing Improvements having a value of not less than Constructing Owners Fair Share allocation when based on the countywide road construction cost utilized in the Fair Share calculation contained in the Traffic Study. All such construction shall occur in accordance with the provisions of this Agreement, including paragraph 5 hereafter, or (ii) paying to Escrow Agent a portion of its Fair Share allocation in increments of not less than \$500,000.00. In the event of such cash payments to Escrow Agent, Constructing Owner shall be entitled to receive Credits for such payment but no allocation of Vested Trips. Vested Trips shall only be allocated to a Constructing Owner pursuant to paragraph 8.2 of this Agreement.”

**4. Modification of Funding for Improvements.** Subparagraph 5.3 of the Silverleaf Road Agreement is hereby amended to read as follows:

**“5.3 Funding.** The funding of all DE&P and construction costs relating to the Improvements undertaken by either Constructing Owner pursuant to this Agreement shall be the responsibility of the applicable Constructing Owner utilizing such Constructing Owner’s own allocated portion of the Fair Share, together with other Fair Share contributions or additional funds held under the Escrow Agreement, as thereafter amended.”

**5. Revision to Vested Trip Allocations.** Subparagraph 8.1 of the Silverleaf Road Agreement is hereby deleted and replaced with the following revised subparagraph 8.1:

**“8.1** With respect to Non-Constructing Owners, Vested Trips shall be assigned by County as follows:

8.1.1 Nine hundred (900) Vested Trips shall be available to Non-Constructing Owners upon payment of such Non-Constructing Owners portion of the Fair Share, i.e. \$6,026.81 per Vested Trip, into escrow pursuant to the Escrow Agreement.

8.1.2 Upon completion of the PDS for C.R. 545, an additional 300 Vested Trips shall be available to Non-Constructing Owners upon payment of such Non-Constructing Owners portion of the Fair Share, i.e. \$6,026.81 per Vested Trip, into escrow pursuant to the Escrow Agreement.

8.1.3 Any Non-Constructing Owner may also be assigned Vested Trips from either Constructing Owner provided such additional Vested Trips have been allocated to the assigning Constructing Owner based upon approved Improvement costs in accordance with paragraph 8.2, below.”

6. **Revision to Subparagraph 11.5.** Subparagraph 11.5 of the Silverleaf Road Agreement is hereby deleted and replaced by the following revised subparagraph:

“11.5 **Restriction on New Independence Parkway Credits.** Notwithstanding anything in this paragraph 11 to the contrary, Credits that may be available for any portion of New Independence Parkway are addressed in paragraph 23.”

7. **New Paragraph 23 Regarding New Independence Parkway Extension.** The following new paragraph 23 is hereby added to the Silverleaf Road Agreement:

“23. **Terms Regarding New Independence Parkway Extension.** With respect to the Improvement described in paragraph 4.B. of this Agreement regarding the extension of New Independence Parkway from C.R. 545/Avalon Road west to the Lake County line (the “**NIP Extension**”), the following terms and conditions shall apply:

23.1 **TIF Credits.** Upon confirmation by County of the satisfaction of the following requirements:

(i) Conveyance and/or dedication of the NIP Extension right-of-way within Orange County for road purposes;

(ii) Payment by the Constructing Owner of the NIP Extension for the acquisition of such Orange County portion of the NIP Extension right-of-way, either directly or indirectly by reimbursement to Lake County for its purchase from Conserv of the required approximately 13.2 acres of right-of-way; and

(iii) Conveyance of right-of-way to Lake County for the completion of the NIP Extension (also sometimes referred to as “Wellness Way”) westerly to U.S. 27 in Lake County pursuant to the terms of that certain Option Agreement between Lake County, Orange County and the City of Orlando having an effective date of January 27, 2021.

then, in such event, Constructing Owner of the NIP Extension shall be entitled to receive Credits in the amount of \$22,500 for that portion of the NIP Extension right-of-way located within Orange County as well as applicable APF Credits for such right-of-way. The foregoing Credits are in addition to any additional Credits otherwise due pursuant to the terms of this Agreement regarding design and construction of the NIP Extension.”

8. **Concurrency Exemption of Orange County Public Schools.** The parties acknowledge that Orange County Public Schools is exempt from transportation concurrency.

9. **Temporary Signalization.** In consideration of the terms of this First Amendment, Hamlin Partners agrees to immediately commence and diligently pursue to completion the design, engineering, permitting and construction of temporary signalization at the intersection of New Independence Parkway and C.R. 545. County

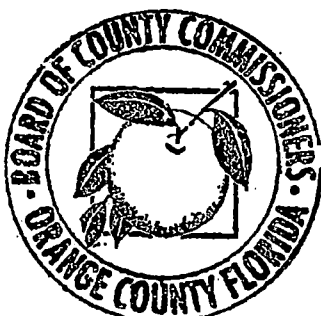
agrees that to the extent such temporary signalization is designed and constructed to accommodate the eventual widening/reconstruction of both the four-laning of C.R. 545 and the New Independence Parkway Improvements, then the design and construction cost of such temporary signalization that is determined by the County Engineer to be permanent and part of the ultimate intersection signalization following construction of all required Improvements, will be eligible for impact fee credits and be considered part of Hamlin Partners Fair Share obligation under the Silverleaf Road Agreement.

Furthermore, if required pursuant to the terms of the approved PDS for the C.R. 545 widening and requested to be advanced by the County due to safety considerations, Constructing Owners further agree to design and construct temporary signalization elsewhere along C.R. 545 between New Independence Parkway and Schofield Road provided such temporary signalization costs will be subject to potential eligibility for impact fee credits on the same terms as set forth above with respect to the temporary signalization at the intersection of New Independence Parkway and C.R. 545.

10. **Ratification of Silverleaf Road Agreement.** Other than as amended pursuant to the terms of this First Amendment, the Silverleaf Road Agreement is hereby ratified and confirmed in all respects and the terms thereof incorporated herein by this reference. The Silverleaf Road Agreement, as amended by this First Amendment, shall continue to bind and inure to the benefit of all of the Property as described in the original Silverleaf Road Agreement.

***[SIGNATURE PAGES TO FOLLOW]***

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



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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

Date: July 13, 2021

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

By: *Katie Smith*  
Deputy Clerk



Print: Katie Smith

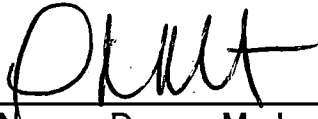


**WITNESSES:**

**OWNER**

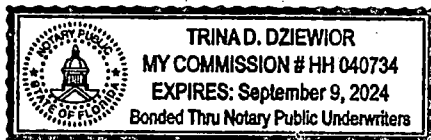
**JEN FLORIDA 36, LLC,**  
a Florida limited liability company

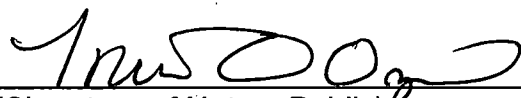
  
Print Name: Robert A. Bean  
  
Print Name: Trina D. Dzienior

By:   
Print Name: Denver Marlow  
Title: Manager VP  
Date: 05/21/21

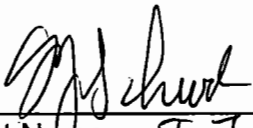
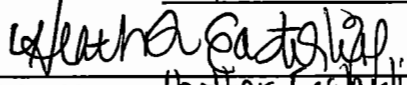
STATE OF FLORIDA )  
COUNTY OF Seminole )

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of May, 2021 by Denver Marlow, as Manager of Jen Florida 36, LLC, a Florida limited liability company, on behalf of the company. He is ☒ personally known to me, or ☐ has produced \_\_\_\_\_ as identification.



  
(Signature of Notary Public)  
Print Name: Trina D. Dzienior  
Notary Public, State of Florida  
Commission No.: HH 040734  
My Commission Expires: 9/9/2024


**WITNESSES:**

  
Print Name: T.J. Schwab  
  
Print Name: Heather Easterling

**OWNER**

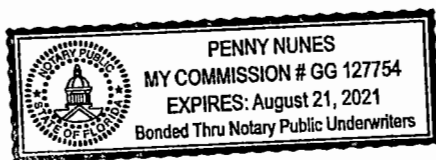
**HAMLIN PARTNERS AT SILVERLEAF, LLC**, a Florida limited Liability company

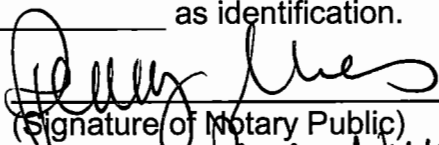
By: BK Hamlin Partners Southwest, LLC,  
a Florida limited liability company, its  
Manager

By:   
Scott T. Boyd, Manager

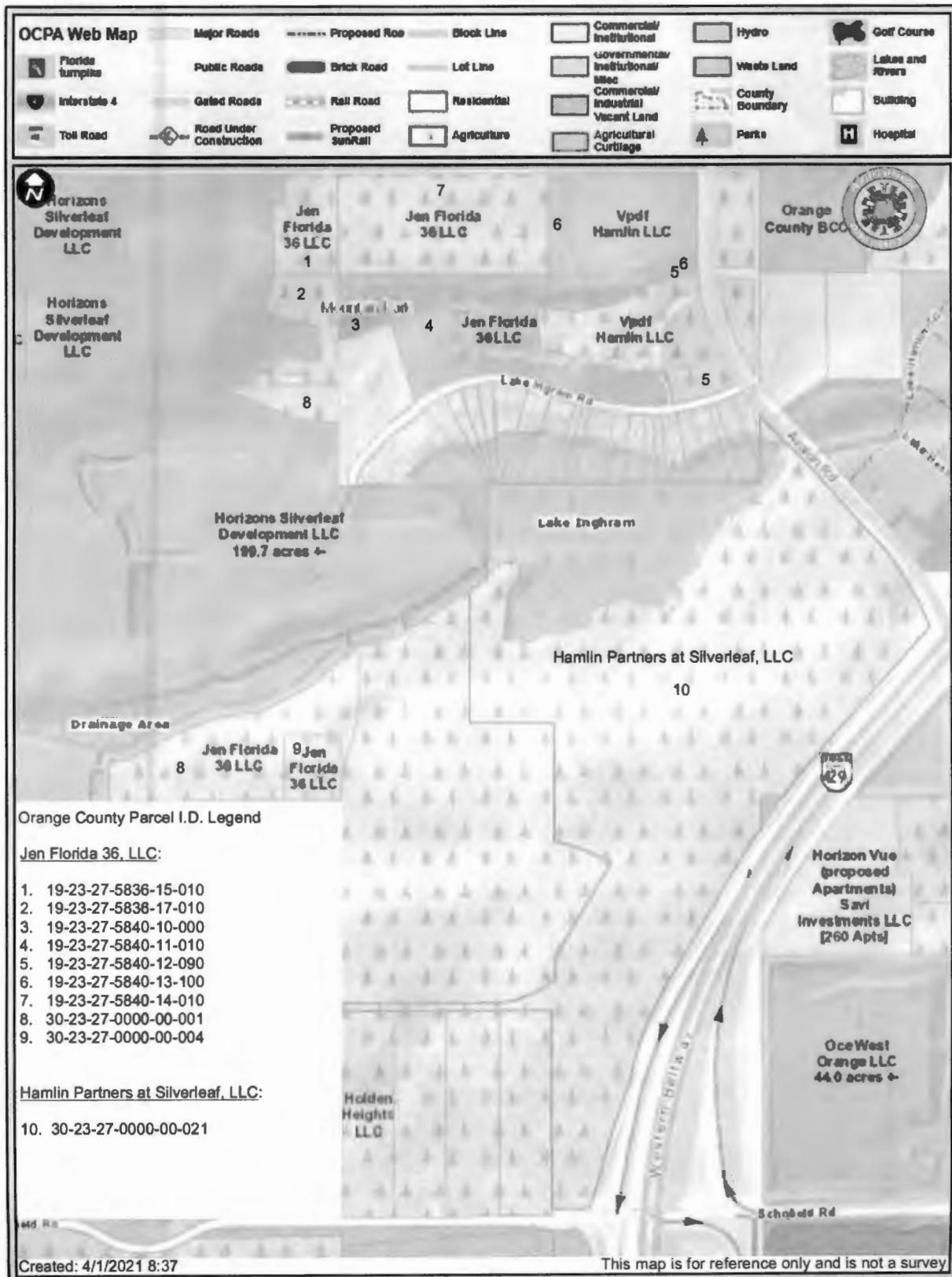
STATE OF FLORIDA )  
COUNTY OF Orange )

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of May, 2021 by Scott T. Boyd, as Manager of BK Hamlin Partners Southwest, LLC, a Florida limited liability company, the Managing Member of **HAMLIN PARTNERS AT SILVERLEAF, LLC**, a Florida limited liability company, on behalf of the company. He is ☒ personally known to me, or ☐ has produced \_\_\_\_\_ as identification.



  
(Signature of Notary Public)  
Print Name: Penny Nunes  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

### PROJECT LOCATION MAP



### EXHIBIT "A"