DEVELOPER REIMBURSEMENT AGREEMENT FOR THE RELOCATION OF CONSERV II INFRASTRUCTURE

THIS DEVELOPER REIMBURSEMENT AGREEMENT FOR THE RELOCATION OF CONSERV II INFRASTRUCTURE (the "Agreement") is made and entered into as of the date of last execution below (the "Effective Date") by and between ORANGE COUNTY (the "COUNTY"), a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, the CITY OF ORLANDO (the "CITY"), a municipal corporation of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801, and HAMLIN PARTNERS AT SILVERLEAF, LLC (the "DEVELOPER"), a Florida limited liability company whose address is 14422 Shoreside Way, Suite 130, Winter Garden, Florida 34787. The COUNTY and the CITY may be jointly referred to as the CONSERV II PARTNERS, and the COUNTY, the CITY, and the DEVELOPER may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the COUNTY and Jen Florida 36, LLC entered into the Town Center West (Silverleaf) Road Network Agreement (the "Road Agreement") on September 1, 2020, as amended, setting forth the terms, conditions, and agreements with respect to required right-of-way contributions, transportation impact fee credits, and roadway design and construction obligations for property located within the specific area plan for the Town Center Village in the Horizon West Planning Area; and

WHEREAS, the CONSERV II PARTNERS jointly own and operate Conserv II, a water reclamation distribution system located in parts of Orange County and Lake County; and

WHEREAS, the DEVELOPER is constructing improvements at and near the intersection of Avalon Road and Porter Road as permitted under Orange County Permit number 22-E-095 and in accordance with the Road Agreement (collectively the "Project"); and

WHEREAS, in order to proceed with the Project, the DEVELOPER will need to relocate Conserv II Air Release Valves and Pump Outs that exist within the COUNTY right-of-way ("Conserv Utility Work"); and

WHEREAS, the DEVELOPER will also need to relocate COUNTY-owned Air Release Valves that exist within the COUNTY right-of-way ("County Utility Work")

WHEREAS, the CONSERV II PARTNERS and the COUNTY have agreed to incorporate the Conserv Utility Work and the County Utility Work into one relocation project (the "Utility Work"); and

WHEREAS, the CONSERV II PARTNERS and the COUNTY request that the DEVELOPER perform their respective portions of the Utility Work as depicted in **Exhibit "A"**; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which (i) the DEVELOPER shall perform the Utility Work, and (ii) the CONSERV II PARTNERS and the COUNTY shall reimburse the DEVELOPER for the costs of the Utility Work, as more particularly set forth below; and

WHEREAS, the CONSERV II PARTNERS and the COUNTY find the expenditure of funds in the achievement of the objectives of this Agreement to be in the public interest.

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants set forth herein, the Parties hereby agree as follows:

SECTION 1. RECITALS INCORPORATED.

All of the recitals set forth above are true and correct and are incorporated herein and made a part hereof by this reference.

SECTION 2. PREPARATION OF CONSTRUCTION PLANS.

The DEVELOPER shall cause the preparation of a set of design plans for the Conserv Utility Work and the County Utility Work (collectively, the "Design Plans") under Orange County Permit number 22-E-095. The design plans for the Conserv Utility Work shall be subject to the CONSERV II PARTNERS' reasonable review and approval, and design plans for the County Utility Work shall be subject to the COUNTY's reasonable review and approval. The review and approval under this Agreement by the CONSERV II PARTNERS and the COUNTY are in each entity's proprietary capacity as Parties to this Agreement and are in addition to any governmental permitting functions the COUNTY or the CITY may be otherwise obligated to perform. Upon final acceptance of the Design Plans, the CONSERV II PARTNERS and the COUNTY shall each provide the DEVELOPER with written notification of such acceptance. Once approved by the CONSERV II PARTNERS and the COUNTY and permitted through the COUNTY, the Design Plans shall be referred to as the "Construction Plans."

SECTION 3. PERMITS.

The DEVELOPER shall apply for and obtain all necessary governmental permits and approvals for the Utility Work. The CONSERV II PARTNERS and the COUNTY agree to cooperate and assist the DEVELOPER in its obtaining of all necessary permits related to the Utility Work. The DEVELOPER shall deliver to the CONSERV II PARTNERS and the COUNTY copies of all applicable permits at the time of final approval by the CONSERV II PARTNERS and the COUNTY, prior to commencement of construction.

SECTION 4. COMMENCEMENT OF UTILITY WORK.

4.1 Upon issuance of all required permits and the CONSERV II PARTNERS and the COUNTY's receipt of the required items as stated herein, the DEVELOPER will commence the Utility Work, based upon the Construction Plans and permits for the same.

4.2 The DEVELOPER shall provide a maintenance guarantee pursuant to Section 7.2 of this Agreement for the Utility Work performed, which maintenance guarantee shall be in force and effect for a period of one (1) year from the date on which the CONSERV II PARTNERS and the COUNTY accept ownership and maintenance responsibility for the Utility Work, as applicable.

4.3 The DEVELOPER shall provide a performance bond and a payment bond for the Utility Work pursuant to Section 7 of this Agreement. Each bond shall be in the amount of the value of the construction contract. The performance bond shall ensure full, prompt, and faithful performance of the contract and all obligations thereunder. The payment bond shall ensure that the construction contractor shall promptly make payment to all persons supplying services, labor, material, or supplies used directly or indirectly by the contractor, or any subcontractor(s) in the prosecution of the work provided for in the contract.

SECTION 5. PAYMENT OF COSTS.

5.1 The Parties agree to pay for the Conserv Utility Work as follows:

A. The DEVELOPER shall pay for the design, engineering, surveying, geotechnical engineering, environmental work, permitting, bidding, inspection, construction, construction administration, maintenance guarantee, final testing, certification costs and fees for the Conserv Utility Work. The CONSERV II PARTNERS shall reimburse the DEVELOPER for the construction cost associated with the Conserv Utility Work. The total reimbursement cost for the Conserv Utility Work shall be divided equally between the CONSERV II PARTNERS, such that the COUNTY shall pay fifty percent (50%) of the total reimbursement cost, and the CITY shall pay fifty percent (50%) of the total reimbursement cost. In no case shall the CONSERV II PARTNERS' total reimbursement obligation to the DEVELOPER exceed SEVENTY-FIVE THOUSAND SEVEN HUNDRED SEVENTY-TWO AND 9/100 Dollars ($75,772.09).

B. If the Conserv Utility Work is performed to the satisfaction of the CONSERV II PARTNERS, the CONSERV II PARTNERS shall reimburse the DEVELOPER in one (1) lump sum from the COUNTY and one (1) lump sum from the CITY per Section 5.1(A) above after all of the following events have occurred:

i. Receipt by the CONSERV II PARTNERS of a written reimbursement request from the DEVELOPER. The reimbursement request must explicitly specify to whom the reimbursement checks are made payable and the payee's address;

ii. Inspection, approval, and acceptance by the CONSERV II PARTNERS of the completed Conserv Utility Work;

iii. Receipt by the CONSERV II PARTNERS of the maintenance guarantee and bill of sale as described in Section 7 of this Agreement;

iv. Receipt by the CONSERV II PARTNERS of copies of such contracts, final release of liens, itemized invoices and other documents evidencing the costs of and complete payment for the Conserv Utility Work, including any retainage; and

v. Receipt by the CONSERV II PARTNERS of any utility easement(s) in favor of the COUNTY and the CITY required for the Conserv Utility Work, whether or not the utility easements are depicted in the Construction Plans, including but not limited to future right-of-way easements, preliminary right-of-way easements, access and construction easements, temporary easements and utility easements.

vi. Receipt by the CONSERV II PARTNERS of proof that all insurance required by Section 9 of this Agreement was maintained by the DEVELOPER throughout the course of construction of the Conserv Utility Work.

5.2 The DEVELOPER and the COUNTY agree to pay for the County Utility Work as follows:

A. The DEVELOPER shall pay for the design, engineering, surveying, geotechnical engineering, environmental work, permitting, bidding, inspection, construction, construction administration, maintenance guarantee, final testing, certification costs and fees for the County Utility Work. The COUNTY shall reimburse the DEVELOPER for the construction cost associated with the County Utility Work. In no case shall the COUNTY's total reimbursement obligation to the DEVELOPER exceed THIRTY-FIVE THOUSAND NINETY-TWO AND 56/100 Dollars ($35,092.56).

B. If the County Utility Work is performed to the satisfaction of the COUNTY, the COUNTY shall reimburse the DEVELOPER in one (1) lump sum after all of the following events have occurred:

i. Receipt by the COUNTY of a written reimbursement request from the DEVELOPER. The reimbursement request must explicitly specify to whom the reimbursement checks are made payable and the payee's address;

ii. Inspection, approval, and acceptance by the COUNTY of the completed County Utility Work;

iii. Receipt by the COUNTY of the maintenance guarantee and bill of sale as described in Section 7 of this Agreement;

iv. Receipt by the COUNTY of copies of such contracts, final release of liens, itemized invoices and other documents evidencing the costs of and complete payment for the County Utility Work, including any retainage; and

v. Receipt by the COUNTY of any utility easement(s) in favor of the COUNTY required for the County Utility Work, whether or not the utility easements are depicted in the Construction Plans, including but not limited to future right-of-way easements, preliminary right-of-way easements, access and construction easements, temporary easements and utility easements.

vi. Receipt by the COUNTY of proof that all insurance required by Section 9 of this Agreement was maintained by the DEVELOPER throughout the course of construction of the County Utility Work.

5.3 In the event the COUNTY or the CITY raises any objections to any fee or cost set forth in the reimbursement request or supporting documentation, the disputed amount will be withheld from payment and the undisputed amount shall be paid in accordance with this Section 5.

SECTION 6. DISPUTES.

All claims, disputes and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach (a "Dispute") shall be resolved in the following order: (a) good-faith negotiation, (b) mediation, and then (c) judicial resolution. The process of "good-faith negotiation" requires each Party to set out in writing to the other its reason(s) for adopting a specific conclusion or for selecting a particular course of action, together with the sequence of subordinate facts leading to the conclusion or course of action. The good-faith negotiations shall include at least one (1) meeting of representatives of the Parties. Each Party's designated representative shall have authority to resolve the Dispute.

SECTION 7. PERFORMANCE AND PAYMENT BONDS; MAINTENANCE GUARANTEE; AND BILL OF SALE.

7.1 Prior to commencing the construction of the Utility Work, the DEVELOPER or its general contractor shall obtain and deliver to the COUNTY a payment bond and a performance bond, as referenced in Section 4.3 of this Agreement, reasonably acceptable to the COUNTY, pursuant to Section 255.05, Florida Statutes, as it may be amended. The payment and performance bonds shall name the COUNTY as Dual-Obligee and be assignable to the COUNTY following acceptance of the Utility Work by the COUNTY. The surety company issuing the payment bond and the performance bond shall meet the following qualifications:

- Surety must be licensed to do business in the State of Florida, maintain an A-VI or better rating with A.M. Best or an equivalent rating agency and shall comply with the provisions of Section 255.05, Florida Statutes.

- Surety must be listed on the most recent version of the U.S. Department of Treasury Fiscal Service, Bureau of Financial Management, Circular 570 entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

- All bonds/surety instruments shall be originals and issued by a producing agent with the authority to issue said bonds/surety instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach with each bond/surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address, and telephone number on all bonds/surety instruments.

7.2 The DEVELOPER shall provide a maintenance guarantee in the form of an irrevocable letter of credit, cash escrow, or maintenance bond to guarantee the materials, workmanship, structural integrity, functioning, and maintenance of the Utility Work. The surety company issuing the maintenance bond shall meet the qualifications set forth in Section 7.1 of this Agreement. If a maintenance guarantee is provided in the form of an irrevocable letter of credit, the letter of credit must be drawn on a financial institution having an office for the letter of credit presentation in either Orange, Seminole, or Osceola counties, and the financial institution shall be on the State of Florida approved "qualified public depositories" list for local governments, as identified in Chapter 280, Florida Statutes. The maintenance guarantee shall be in a form acceptable to the COUNTY and the CITY, as applicable.

A. The maintenance guarantee for the Conserv Utility Work must be in the form of an irrevocable letter of credit, cash escrow, or maintenance bond in favor of the COUNTY and the CITY in an amount equal to ten percent (10%) of the costs of the Conserv Utility Work.

B. The maintenance guarantee for the County Utility Work must be in the form of an irrevocable letter of credit, cash escrow, or maintenance bond in favor of the COUNTY in an amount equal to ten percent (10%) of the costs of the County Utility Work.

7.3 Prior to the COUNTY's issuance of the certificate of completion for the Utility Work, the DEVELOPER shall deliver bills of sale and the maintenance guarantees required in Section 7.2 as follows:

A A bill of sale and the maintenance guarantee in Section 7.2(A) shall be delivered to the CONSERV II PARTNERS for the Conserv Utility Work.

B. A bill of sale and the maintenance guarantee in Section 7.2(B) shall be delivered to the COUNTY for the County Utility Work.

Upon the COUNTY's issuance of the certificate of completion for the Utility Work, the CONSERV II PARTNERS and the COUNTY shall be deemed to have accepted the dedication of and ownership and operational responsibility for the Conserv Utility Work and County Utility Work, respectively.

SECTION 8. INDEMNIFICATION.

For value received, which is hereby acknowledged, the DEVELOPER agrees, on behalf of itself, its agents, contractors, successors and assigns, that it shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the COUNTY and the CITY, their officials, agents, and employees from and against any and all liabilities, claims, damages, losses, costs and expenses

(including attorneys' fees) arising out of or resulting from the performance of the construction activities, provided that any such liability, claim, damage, loss, cost or expense:

- 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

- Is caused in whole or part by an act or omission relating to the Utility Work by the DEVELOPER, its agents or employees, or any contractor employed by the DEVELOPER, or anyone directly or indirectly employed by the DEVELOPER or its contractor(s), their subcontractors, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the negligence of the COUNTY and the CITY.

SECTION 9. INSURANCE.

Prior to commencing any portion of the Utility Work and throughout the course of construction of the Utility Work, the DEVELOPER or its agents and contractors, shall procure and maintain insurance limits and terms as follows:

(i) Workers' compensation insurance with statutory workers' compensation limits and no less than One Million and 00/100 Dollars ($1,000,000.00) for Employer's Liability with a waiver of subrogation in favor of the COUNTY, its consultants, agents, 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 One Million and 00/100 Dollars ($1,000,000.00) 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 One Million and 00/100 Dollars ($1,000,000.00) per occurrence.

(iv) Contractor's pollution liability with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence and in the aggregate.

The DEVELOPER shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified above and shall furnish to the CONSERV II PARTNERS evidence of such insurance including endorsements prior to commencement of construction. The COUNTY shall be specifically named (scheduled) as additional insureds 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. The DEVELOPER shall provide the CONSERV II PARTNERS notice of any material change, cancellation, non-renewal of any policy required herein at least thirty (30) days prior to the occurrence thereof.

SECTION 10. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS.

If for any reason during the term of this Agreement, local, regional or state governments or agencies (other than the COUNTY or the CITY) shall fail to issue necessary permits or fail to grant necessary approvals for the Utility Work, after the DEVELOPER has complied with all conditions precedent to receipt of such permits, to the extent that the requirements necessary to obtain such permits or approvals shall affect the ability of the DEVELOPER, the COUNTY, or the CITY to perform any of the terms thereof, this Agreement shall be renegotiated by the Parties hereto to the extent reasonably feasible to cause the Utility Work to comply with said requirements.

SECTION 11. EFFECTIVENESS; TERM; LIMITATION OF LIABILITY.

11.1 It is hereby mutually agreed by all Parties that all terms and provisions of this Agreement regardless of the Effective Date, will be retroactive beginning April 10, 2023.

11.2 The term of this Agreement shall be five (5) years from the Effective Date. In the event the DEVELOPER has not, by the second anniversary of the Effective Date of this Agreement, let a contract for the construction of the Utility Work reasonably acceptable to the COUNTY and the CITY, the COUNTY or the CITY may terminate this Agreement upon thirty (30) days' notice to the DEVELOPER.

11.3 The Parties expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies as provided herein. Except as otherwise provided herein, in redress for the failure of either Party to perform its obligations under this Agreement, the Parties shall have only the following remedies available against each other:

(i) action for specific performance; or

(ii) action for injunction; or

(iii) action for declaratory judgment regarding the rights and obligations of the DEVELOPER or the COUNTY or the CITY; or

(iv) any combination of the foregoing.

All Parties hereto expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. All Parties expressly agree that each shall bear the cost of its own attorney's fees for any action arising out of or in connection with this Agreement. All Parties waive their respective rights to trial by jury.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS.

In performing pursuant to the Agreement, each Party hereto will abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such Party.

SECTION 13. NOTICE.

Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three (3) days after

the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a Party at the address set forth opposite the Party's name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith.

If to the COUNTY:	Orange County Utilities Department 9150 Curry Ford Road Orlando, Florida 32825-7600 Attn: Director
With copy to:	Orange County Administrator's Office Orange County Administration Building 201 S. Rosalind Avenue, 5th Floor Orlando, Florida 32801-3527 Attn: County Administrator
If to the CITY:	City of Orlando 400 S. Orange Avenue, 8th floor Orlando, Florida 32801-3360 Attn: Director of Public Works
With copy to:	City of Orlando 400 S. Orange Avenue, 3rd floor Orlando, Florida 32801-3360 Attn: Chief Administrative Officer
If to the **DEVELOPER:**	Hamlin Partners at Silverleaf, LLC Attn: Development Manager 14422 Shoreside Way, Suite 130 Winter Garden, Florida 34787-4938
With copy to:	Shutts & Bowen LLP Attn: Michael J. Quinn, Esq. 300 S Orange Avenue, Suite 1600 Orlando, Florida 32801-3382

SECTION 14. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

SECTION 15. TIME IS OF THE ESSENCE.

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

SECTION 16. NON-WAIVER.

No consent or waiver, expressed or implied, by either Party, to or of any breach or default of the other Party, with regard to the performance by said other Party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that Party, of the same or of any other objection of performance incumbent upon that Party. Failure on the part of either Party to complain of any act or failure to act on the part of the other Party in default, irrespective of how long the failure continues, shall not constitute a waiver by that Party of its rights and any remedies that exist under this Agreement, at law, or in equity.

SECTION 17. CONSTRUCTION OF AGREEMENT.

This Agreement shall not be construed against either Party on the basis of it being the drafter of the Agreement. The Parties agree that all herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

SECTION 18. REASONABLE APPROVAL.

In those instances in this Agreement in which a Party's approval, consent or satisfaction is required and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

SECTION 19. PUBLIC RECORDS.

The DEVELOPER will allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and which have been made or received by the DEVELOPER in conjunction with this Agreement. Nothing herein contained shall require the DEVELOPER to allow public access to any financial information not pertaining specifically to the Construction Plans, or to any proprietary information.

SECTION 20. RECORDS AND AUDITS.

The DEVELOPER will maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the DEVELOPER's place of business at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under this Agreement for audit or inspection by the COUNTY or the CITY upon five (5) business days' prior written notice.

SECTION 21. EQUAL OPPORTUNITY EMPLOYMENT.

The DEVELOPER agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin.

SECTION 22. SEVERABILITY.

If any part of this Agreement is found invalid or unenforceable by any court, such validity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

SECTION 23. ASSIGNMENT.

The rights and obligations of the DEVELOPER hereunder are not covenants running with the land and shall only be binding upon and exercisable by the DEVELOPER (and not any successor in title to any portion of the Property), unless this Agreement is expressly assigned by the DEVELOPER as provided in this Section 23. This Agreement or any of the rights, obligations and responsibilities hereunder, shall be in no part assignable by the DEVELOPER without the consent or approval of such assignment by the COUNTY and the CITY, provided that the COUNTY and the CITY's approval will not be unreasonably withheld so long as the successor to the DEVELOPER is of equal or better economic status and is capable of fulfilling all obligations of the DEVELOPER, including but not limited to, the ability to service and maintain the insurance and indemnification obligations of the DEVELOPER. Only upon the written acceptance by the COUNTY and the CITY of the successor owner, will the DEVELOPER be released from any obligations and responsibilities arising under or attributable to the Agreement and only where the COUNTY and the CITY have received notice of and accepted work performed by the said successor owner.

SECTION 24. DISCLAIMER OF THIRD-PARTY BENEFICIARIES.

No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto. The Parties agree that this section shall not be applied to provisions of this Agreement to situations where the Parties have authorized one (1) Party to be a third-party beneficiary to the construction, design, or other agreement authorized herein or any assignee under this Agreement.

SECTION 25. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of law rules thereof which may direct the application of laws of another jurisdiction. The venue for any mediation or judicial proceedings shall be Orange County, Florida.

SECTION 26. LAND USE AND OTHER REGULATORY APPROVALS.

This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Project. Nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions, or rights.

SECTION 27. NON-APPROPRIATION.

In accordance with the Florida Constitution and other applicable state and local laws, including but not limited to Section 129.07, Florida Statutes, the obligations of the COUNTY and CITY in this Agreement are subject to sufficient budgeted COUNTY and CITY funds being available in each COUNTY and CITY budget year to achieve the purposes of this Agreement.

SECTION 28. NO PARTNERSHIP OR JOINT VENTURE.

Nothing in this Agreement is intended to create a partnership or joint venture between the Parties and neither Party shall be construed to be the partner or joint venturer of the other Party for any purpose.

SECTION 29. FURTHER DOCUMENTATION.

The Parties agree that from time to time and following a request therefore by a Party, each Party shall properly execute and deliver to the other Party such other documents and instruments reasonably necessary to effectuate the obligations of each Party hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed as of the dates indicated below.

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: _____

CITY OF ORLANDO, FLORIDA

By: _____
~~Mayor~~/Mayor Pro Tem
City Mayor

Date: April 6, 2026

ATTEST:

By: _____
City Clerk

Print: Stephanie Herdocia

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida only.

March 17, 2026

Stacey Adams
Chief Assistant City Attorney
Orlando, Florida

City Council Meeting: 3/16/2026
Item: 3.i.1 Documentary: 260316 3.i.1

HAMLIN PARTNERS AT SILVERLEAF, LLC, a Florida limited liability company

By: BK Hamlin Partners Southwest, LLC, its Manager

By: _____
Scott T. Boyd, Manager

Witnesses:

_____
Signature

_____
Print Name

Date: 12/23/25

_____
Signature

_____
Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 23rd day of December, 2025 by Scott T. Boyd, as Manager of BK Hamlin Partners Southwest, LLC, the manager of Hamlin Partners at Silverleaf, LLC, a Florida limited liability company, on behalf of the company. The above-named person is [ ] personally known to me or [ ] has produced _____ as identification.

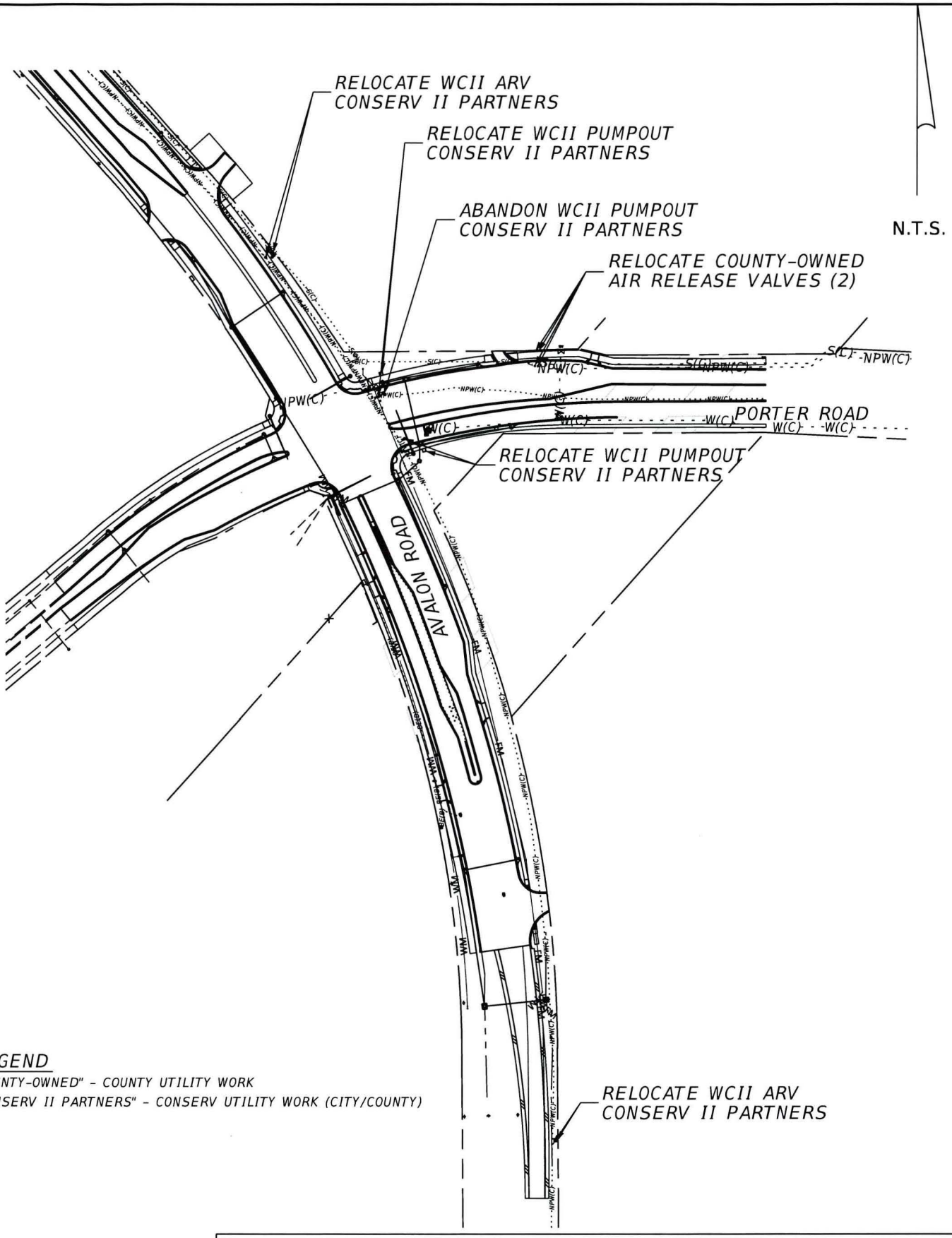
_____
Signature of Notary Public

(Notary Seal)

PENNY NUNES
MY COMMISSION # HH 688028
EXPIRES: August 21, 2029

_____
Print Name of Notary Public

My commission expires: 8/21/29



LEGEND

"COUNTY-OWNED" - COUNTY UTILITY WORK

"CONSERV II PARTNERS" - CONSERV UTILITY WORK (CITY/COUNTY)

AVALON ROAD / PORTER ROAD ADVANCED INTERSECTION IMPROVEMENT

EXHIBIT A - UTILITY WORK

EXHIBIT A
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