



Legislation Text

File #: 26-0534, **Version:** 1

Interoffice Memorandum

DATE: April 15, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT: Renzo Nastasi, AICP, Chairman

PHONE: (407) 836-7964

DIVISION: Roadway Agreement Committee

ACTION REQUESTED:

Approval and execution of Third Amendment to Town Center East Road Network Agreement Hamlin Groves Trail; Porter Road by and among Hamlin Retail Partners West, LLC, RAR2 - Lake House Owner, LLC, and Orange County, Florida and joined by Hamlin Land Partners, LLC, formerly known as SLF IV/Boyd Horizon West JV, LLC, to expand the boundaries of the Town Center East Road Network Agreement. District 1. (Roadway Agreement Committee)

PROJECT: N/A

PURPOSE:

The Roadway Agreement Committee has reviewed a Third Amendment to Town Center East Road Network Agreement (the "Third Amendment") by and among Hamlin Retail Partners West, LLC, RAR2 - Lake House Owner, LLC, Orange County, and joined by Hamlin Land Partners, LLC, formerly known as SLF IV/Boyd Horizon West JV, LLC ("Original Owner") to amend the boundaries of the Town Center East Road Network Agreement ("Agreement") approved by the Board on December 6, 2011 and recorded at OR Book/Page 10306/1364, as amended. The Third Amendment expands the boundary of the Road Network by 32.92 acres. Since there is no change to the improvements and no increase in trips with this Third Amendment, not all signatory owners part of the Agreement have signed the Amendment, however, the Agreement provides for indemnification of the County should entities/owners that did not sign the Agreement file a claim against the County.

The Roadway Agreement Committee recommended approval on March 18, 2026. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation

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Planning Division.

If you have any questions, please feel free to contact me at 407-836-7964.

BUDGET: N/A

BCC Mtg. Date: May 5, 2026

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

**THIRD AMENDMENT TO TOWN CENTER EAST
ROAD NETWORK AGREEMENT**
HAMLIN GROVES TRAIL; PORTER ROAD

THIS THIRD AMENDMENT TO TOWN CENTER EAST ROAD NETWORK AGREEMENT (the “**Third Amendment**”), is effective as of the latest date of execution by the parties hereto (the “**Effective Date**”), and is made and entered into by and among **HAMLIN RETAIL PARTNERS WEST, LLC**, a Florida limited liability company (“**HRPW**”), **RAR2 - LAKE HOUSE OWNER, LLC**, a Delaware limited liability company (“**RAR-2**”), **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (“**County**”), and joined in by **HAMLIN LAND PARTNERS, LLC**, a Delaware limited liability company, formerly known as **SLF IV/BOYD HORIZON WEST JV, LLC** (“**Original Owner**”).

WITNESSETH:

WHEREAS, County and Original Owner are Parties to that certain Road Network Agreement for Town Center East recorded December 13, 2011 at Official Record Book 10306, Page 1364, Public Records of Orange County, Florida, as Amended by that certain First Amendment recorded July 17, 2012 at Official Record Book 10411, Page 542, Public Records of Orange County, Florida and that certain Second Amendment recorded March 18, 2016 at Doc# 20160137843, Public Records of Orange County, Florida (collectively, hereafter referred to as the “**Agreement**”); and

WHEREAS, the Parties desire to further amend the Agreement as more specifically set forth hereafter.

NOW, THEREFORE, in consideration of the premises, the Parties hereby agree to amend the Agreement as follows:

1. **Recitals; Definitions.** The above recitals are true and correct and are incorporated herein by reference. Capitalized terms used herein that are not otherwise defined in this Third Amendment shall have the meanings ascribed to them in the Agreement.

2. **Expansion of Property.** The definition of the “Property” subject to this Agreement is hereby expanded to include the “HRPW Parcel” as more particularly described in the attached **Exhibit “A”** and the “RAR-2 Parcel” as more particularly described in the attached **Exhibit “B”**.

3. **Revised Project Location Map.** The Project Location Map previously attached as Exhibit "A-1" to the First Amendment to the Agreement is hereby revised in its entirety and replaced by the Amended Project Location Map attached hereto as **Exhibit "C"**, which map now includes both the HRPW Parcel (labeled as # 2) and the RAR-2 Parcel (labeled as # 4).

4. **Acknowledgment of Previously Assigned Trips.** The Parties acknowledge that Trips generated pursuant to this Agreement have been previously allocated to allow development of land as identified on the Amended Project Location Map as Parcels # 1 and # 3. At the time of this Third Amendment, such Parcels are totally developed and no further Trip allocation to such Parcels are anticipated.

5. **Joinder by Boyd.** In its capacity as the Original Owner, Boyd hereby joins in and consents to the terms of this Third Amendment.

6. **No Joinder by Other Owners; Indemnification.** Because there is no change to the Improvements, number of Vested Trips or Fair Share amounts (all as defined in the Agreement referred to in paragraph 1 hereof), the joinder of other landowners subject to this Agreement is not required.

HRPW, RAR-2 and Original Owner agree to defend, indemnify and hold the County harmless from and against any claims asserted against the County by other landowners subject to the original Agreement, the First Amended Agreement and the Second Amended Agreement, arising from the terms set forth in this Third Amendment to the Agreement.

7. **Notices.** Any notice delivered with respect to this Third Amendment or the Agreement shall be in writing and shall 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 to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Boyd: Boyd Development Corporation
7586 West Sand Lake Road
Orlando, Florida 32819
Attention: Scott T. Boyd

With copy to: Shutts & Bowen, LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Attention: James G. Willard, Esq.

As to Hamlin Retail
Partners West, LLC: Boyd Development Corporation
7586 West Sand Lake Road
Orlando, Florida 32819
Attention: Scott T. Boyd

With copy to: Shutts & Bowen, LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Attention: James G. Willard, Esq.

As to RAR-2 Lake House
Owner, LLC: c/o Boyd Development Corporation
7586 West Sand Lake Road
Orlando, Florida 32819
Attention: Scott T. Boyd

With copy to: Shutts & Bowen, LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Attention: James G. Willard, Esq.

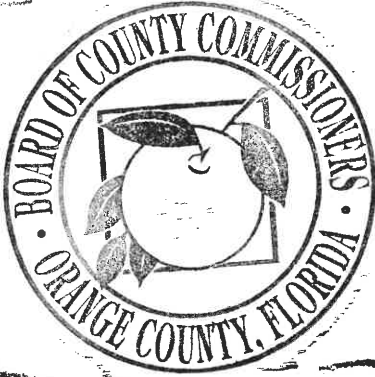
As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Avenue
Orlando, Florida 32802-1393

With copy to: Orange County Public Works
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-9205

8. **Ratification of Agreement.** Other than as set forth in this Third Amendment, the terms and provisions of the original Agreement as amended by the First Amendment and Second Amendment shall remain unchanged and are still in full force and effect.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Third 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: *5 May 2026*

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

By: *Anissa Hizette Mercado*
for Deputy Clerk

Print: *Anissa Hizette Mercado*

WITNESSES:

HAMLIN RETAIL PARTNERS WEST, LLC, a Florida limited liability company

[Signature]
Print Name: TIA PHILLIPS CARREZZO
Address: 14422 SHORESIDE WAY #130
WINTER GARDEN, FL 34787

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

[Signature]
By: Scott T. Boyd, Manager

[Signature]
Print Name: Natalie Griffith
Address: 14422 Shoreside Way #130
Winter Garden, FL 34787

Date: 3/17/26

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of 1 physical presence or online notarization, this 17th day of March, 2026, by Scott T. Boyd, Manager of BK Hamlin Retail Partners West, LLC, a Florida limited liability company, as Manager of **HAMLIN RETAIL PARTNERS WEST, LLC**, a Florida limited liability company, on behalf of the company. He is 1 personally known to me or has/have produced N/A as identification.



[Signature]
(Signature of Notary Public)
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

WITNESSES:

RAR2 - LAKE HOUSE OWNER, LLC,
a Delaware limited liability company

TIA PHILIPS CARDEN
Print Name: TIA PHILIPS CARDEN

Scott T. Boyd
By: Scott T. Boyd, Authorized Signatory

Address: 14422 SHORESIDE WAY #130
WINTER GARDEN, FL 34787

Date: 3/17/26

Natalie Griffith
Print Name: Natalie Griffith

Address: 14422 Shoreside Way #130
Winter Garden, FL 34787

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of March, 2026 by Scott T. Boyd, as Authorized Signatory of **RAR2 - LAKE HOUSE OWNER, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has/have produced N/A as identification.



Heather Easterling
(Signature of Notary Public)
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

WITNESSES:

HAMLIN LAND PARTNERS, LLC, a
Delaware limited liability company

Jim P. Canizzo
Print Name: JIM PHILIP CANIZZO

By: Boyd Horizon West, LLC, a
Florida limited liability company,
Managing Member

Address: 14422 SHORESIDE WAY #130
WINTER GARDEN, FL 34787

By: [Signature]
Scott T. Boyd, Manager

Natalie Griffin
Print Name: Natalie Griffin

Date: 3/17/26

Address: 14422 Shoreside Way #130
Winter Garden, FL 34787

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of 1
physical presence or online notarization, this 17 day of March,
2026 by Scott T. Boyd, Manager of Boyd Horizon West, LLC, Managing Member
of **HAMLIN LAND PARTNERS, LLC**, a Delaware limited liability company, on
behalf of the company. He is 1 personally known to me or has/have produced
N/A as identification.



[Signature]
(Signature of Notary Public)
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

Exhibit "A"
(HRPW Parcel)

PARCEL 2

PID: 21-23-27-2719-02-002

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 23 SOUTH, RANGE 27 EAST, BEING A PORTION OF LOT 2, HAMLIN EAST AS RECORDED IN PLAT BOOK 97, PAGES 64 THROUGH 67 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 2, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NEW INDEPENDENCE PARKWAY ACCORDING TO OFFICIAL RECORDS BOOK 10416, PAGE 5782 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2135.00 FEET, WITH A CHORD BEARING OF NORTH 76°15'04" WEST, AND A CHORD DISTANCE OF 317.12 FEET; THENCE RUN ALONG THE SOUTH LINE OF SAID LOT 2 AND SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING BEARINGS AND DISTANCES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°31'06" FOR A DISTANCE OF 317.41 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN NORTH 76°10'58" WEST FOR A DISTANCE OF 51.48 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 2139.50 FEET, WITH A CHORD BEARING OF NORTH 86°07'27" WEST, AND A CHORD DISTANCE OF 316.32 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°28'43" FOR A DISTANCE OF 316.61 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°38'11" WEST FOR A DISTANCE OF 128.56 FEET; THENCE DEPARTING THE SOUTH LINE OF SAID LOT 2 AND SAID NORTH RIGHT-OF-WAY LINE, RUN NORTH 00°00'00" EAST FOR A DISTANCE OF 98.75 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 281.00 FEET, WITH A CHORD BEARING OF NORTH 11°54'48" EAST, AND A CHORD DISTANCE OF 116.01 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°49'36" FOR A DISTANCE OF 116.86 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 23°49'36" EAST FOR A DISTANCE OF 98.57 FEET; THENCE RUN NORTH 35°40'05" EAST FOR A DISTANCE OF 53.89 FEET; THENCE RUN NORTH 00°23'23" WEST FOR A DISTANCE OF 260.40 FEET TO THE NORTHERLY LINE OF SAID LOT 2; THENCE RUN THE FOLLOWING BEARINGS AND DISTANCES ALONG THE NORTHERLY LINE OF SAID LOT 2; NORTH 89°37'04" EAST FOR A DISTANCE OF 382.09 FEET; THENCE RUN NORTH 00°04'23" WEST FOR A DISTANCE OF 165.29 FEET; THENCE RUN NORTH 89°36'47" EAST FOR A DISTANCE OF 407.54 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE RUN ALONG THE EAST LINE OF SAID LOT 2 THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 00°00'00" EAST FOR A DISTANCE OF 637.99 FEET; THENCE RUN SOUTH 18°03'14" WEST FOR A DISTANCE OF 260.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.65 ACRES, MORE OR LESS.

Exhibit "B"
(RAR-2 Parcel)

PARCEL 4

PID's: 21-23-27-0000-00-039
21-23-27-0000-00-036
21-23-27-0000-00-033
21-23-27-0000-00-004

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 23 SOUTH,
RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF AFORESAID SECTION 21; THENCE RUN SOUTH 00°08'32" EAST ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 21 FOR A DISTANCE OF 1321.64 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID NORTHWEST 1/4 OF SECTION 21; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°38'11" EAST ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 21 FOR A DISTANCE OF 706.88 FEET; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°00'00" EAST FOR A DISTANCE OF 67.84 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NEW INDEPENDENCE PARKWAY ACCORDING TO OFFICIAL RECORDS BOOK 10416, PAGE 5782 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2017.50 FEET, WITH A CHORD BEARING OF SOUTH 85°17'56" EAST, AND A CHORD DISTANCE OF 240.29 FEET; THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID SOUTH RIGHT-OF-WAY LINE: SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°49'41" FOR AN ARC DISTANCE OF 240.43 FEET TO A POINT ON A NON TANGENT LINE; THENCE RUN SOUTH 88°56'50" EAST FOR A DISTANCE OF 49.55 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NEW INDEPENDENCE PARKWAY ACCORDING TO OFFICIAL RECORDS BOOK 10416, PAGE 5729 OF SAID PUBLIC RECORDS BEING A POINT ON A NONTANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2005.30 FEET WITH A CHORD BEARING OF SOUTH 70°16'09" EAST AND A CHORD DISTANCE OF 725.87 FEET; THENCE RUN THE FOLLOWING COURSES ALONG SAID SOUTH RIGHT-OF-WAY LINE: SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°51'17" FOR AN ARC DISTANCE OF 729.90 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 59°50'30" EAST FOR A DISTANCE OF 169.50 FEET TO A POINT ON THE WESTERLY LINE OF SIGNATURE LAKES - PHASE 2 ACCORDING TO PLAT BOOK 69, PAGES 93 THROUGH 112 OF AFORESAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTH RIGHT-OF -WAY LINE RUN THE FOLLOWING COURSES ALONG SAID WESTERLY LINE: SOUTH 00°01'03" EAST FOR A DISTANCE OF 235. 73 FEET; THENCE RUN SOUTH 89°39'23" WEST FOR A DISTANCE OF 165.78 FEET; THENCE RUN SOUTH 00°01'30" EAST FOR A DISTANCE OF 661.31 FEET TO A POINT ON THE SOUTH LINE OF

THE NORTHWEST 1/4 OF AFORESAID SECTION 21; THENCE CONTINUING ALONG SAID WESTERLY LINE AND THE WESTERLY EXTENSION THEREOF, RUN SOUTH 89°40'27" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 641.77 FEET TO THE SOUTHEAST CORNER OF LAKEWALK AT HAMLIN AS RECORDED IN PLAT BOOK 92, PAGES 2 AND 3 OF AFORESAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTH LINE RUN THE FOLLOWING COURSES ALONG THE EAST LINE OF SAID LAKEWALK AT HAMLIN NORTH 00°17'57" WEST ALONG FOR A DISTANCE OF 615.72 FEET; THENCE RUN NORTH 33°50'11" WEST FOR A DISTANCE OF 30.27 FEET; THENCE RUN SOUTH 89°42'03" WEST FOR A DISTANCE OF 24.48 FEET; THENCE RUN NORTH 00°17'57" WEST FOR A DISTANCE OF 251.86 FEET; THENCE RUN NORTH 45°05'05" WEST FOR A DISTANCE OF 110.54 FEET; THENCE RUN NORTH 44°54'55" EAST FOR A DISTANCE OF 67.22 FEET; THENCE RUN NORTH 45°05'05" WEST FOR A DISTANCE OF 331.81 FEET TO THE POINT OF BEGINNING.

Containing 19.27 acres, more or less

Exhibit "C"
(Project Location Map)

