



Interoffice Memorandum

December 28, 2023

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

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

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

PHONE NUMBER: (407) 836-5393

SUBJECT: **January 23, 2024 – Consent Item**
First Amendment to Amended and Restated Escrow Agreement for Town Center West (Silverleaf) Road Network Agreement

The Roadway Agreement Committee has reviewed the First Amendment to Amended and Restated Escrow Agreement for Town Center West (Silverleaf) Road Network Agreement (“First Amendment”) by and among Jen Florida 36, LLC, Hamlin Partners at Silverleaf, LLC, Shutts & Bowen, LLP and Orange County to amend the terms of the Amended and Restated Escrow Agreement for Town Center West (Silverleaf) Road Network Agreement (“Original Agreement”) approved by the Board on July 13, 2021. The Original Agreement allowed the Escrow Agent to receive and disperse funds associated with the construction of certain improvements to CR 545/Avalon Road and New Independence Parkway within the Horizon West Town Center Village as authorized by the County. The First Amendment is joined by additional companies which own a significant amount of real property within the Town Center Village.

The First Amendment allows the Escrow Agent to receive and disburse a broader scope of funds from associated development within the Town Center to include fair share payments, proportionate share payments, and transportation impact fees (collectively referred to as Transportation Fees in the First Amendment) for certain properties as identified in Exhibit B of the Agreement. This will allow for the Constructing Owners under the Town Center West (Silverleaf) Road Agreement to facilitate and accelerate the design and construction of the four-laning of CR 545/Avalon Road and the extension of New Independence Parkway from CR 545/Avalon Road west to the Lake County line. The First Amendment also establishes the process by which the Escrow Agent would notice receipt of funds collected and dispersed, including vouchers for receipt of impact fees that may be associated with specific building permits or projects.

The Roadway Agreement Committee recommended approval of the First Amendment to Amended and Restated Escrow Agreement for Town Center West (Silverleaf) Road Network Agreement on October 25, 2023. 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 Amended and Restated Escrow Agreement for Town Center West (Silverleaf) Road Network Agreement by and among Jen Florida 36, LLC, Hamlin Partners at Silverleaf, LLC, Shutts & Bowen, LLP and Orange County to allow the Escrow Agent to receive and disburse Transportation Fees in order to facilitate and accelerate the road construction as identified within the Town Center West (Silverleaf) Road Network Agreement. District 1**

JCK/JVW/tc

Attachments

BCC Mtg. Date: January 23, 2024

FIRST AMENDMENT TO AMENDED AND RESTATED ESCROW AGREEMENT
FOR
TOWN CENTER WEST (SILVERLEAF) ROAD NETWORK AGREEMENT

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED ESCROW AGREEMENT FOR THE TOWN CENTER WEST (SILVERLEAF) ROAD NETWORK AGREEMENT (the “**First Amendment**”) is made and entered into as of the date of the latest execution hereof (the “**Effective Date**”), by and among **JEN FLORIDA 36, LLC**, a Florida limited liability company (“**Jen Florida**”), **HAMLIN PARTNERS AT SILVERLEAF, LLC**, a Florida limited company (“**Hamlin Partners**”), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (“**County**”), **SHUTTS & BOWEN, LLP**, a Florida limited liability partnership (“**Escrow Agent**”), the foregoing parties sometimes collectively hereinafter referred to as the “**Principals**”; and:

Hamlin Land Partners, LLC, a Delaware limited liability company;

Hamlin Retail Partners, LLC, a Florida limited liability company;

Hamlin Retail Partners II, LLC, a Florida limited liability company;

Hamlin Retail Partners East, LLC, a Florida limited liability company;

Hamlin Retail Partners East Cove, LLC, a Florida limited liability company;

Hamlin Retail Partners East NEC, LLC, a Florida limited liability company;

Hamlin Retail Partners East Porter Road, LLC, a Florida limited liability company;

Hamlin Retail Partners North, LLC, a Florida limited liability company;

Hamlin Retail Partners West, LLC, a Florida limited liability company;

(collectively referred to hereafter as the “**Joined Parties**”) who, along with Hamlin Partners and Jen Florida, are owners of a majority of the privately-owned real property located in the Town Center Village of the Horizon West Special Planning Area for Orange County, Florida (the “**Town Center**”), as generally depicted in the attached and incorporated **Exhibit “A”**.

W I T N E S S E T H:

WHEREAS, Principals entered into the Amended and Restated Escrow Agreement on July 13, 2021 (the “**Escrow Agreement**”); and

WHEREAS, the Escrow Agreement governs the receipt, use and disbursement of certain County funds as set forth in the Town Center West (Silverleaf) Road Network Agreement dated September 1, 2020 and recorded September 4, 2020 at Document

No. 20200467436, Public Records of Orange County, Florida, as thereafter amended (the “**Road Agreement**”);

WHEREAS, pursuant to paragraph 3(ii) of Escrow Agreement the County reserved the right to authorize the transfer of additional funds to Escrow Agent;

WHEREAS, to facilitate and accelerate the ability of Jen Florida and Hamlin Partners, as “Constructing Owners” under the Road Agreement, to complete the design and construction of the four-laning of Avalon Road and the extension of New Independence Parkway west to the Lake County line as more particularly described in the Road Agreement (the “Improvements”), the Constructing Owners have requested that fair share payments pursuant to those certain road network agreements identified in **Exhibit “B”** (the “**Applicable Road Agreement(s)**”), as well as proportionate share payments pursuant to proportionate share agreements for those certain properties identified in **Exhibit “B”** as being subject to an Applicable Road Agreement, and transportation impact fees to be paid as a result of development on those certain properties identified in **Exhibit “B”** as being subject to an Applicable Road Agreement (collectively “**Transportation Fees**”), be paid to Escrow Agent and then disbursed pursuant to the terms of the Escrow Agreement; and

WHEREAS, the Joined Parties, being owners of real property within the Town Center, also desire to support the accelerated construction of the Improvements, and have agreed to join the Escrow Agreement and consent to payment of any Transportation Fees directly to Escrow Agent as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent, warrant, covenant, and agree as follows:

1. **Recitals; Defined Terms.** The recitals set forth above are true and correct and incorporated herein by reference. All capitalized terms not otherwise defined in this First Amendment shall have the meanings ascribed to them in the Escrow Agreement or the Road Agreement. The terms set forth below shall have the following meaning:

1.1 “**Notice of Receipt of Transportation Fees**” shall mean notice to be provided by Escrow Agent to County, either in writing or by electronic mail, within five (5) business days after receipt by Escrow Agent of any Transportation Fees as contemplated by this First Amendment.

1.2 “**Town Center Impact Fee Credit Voucher**” shall mean a document that is issued by the Escrow Agent in a form substantially similar to the form attached hereto as **Exhibit “C”**, indicating that Escrow Agent has received a payment of Transportation Fees in the amount stated on the Town Center Impact Fee Credit Voucher, and that the payor

is entitled to an award of Impact Fee Credits from the Town Center Road Impact Fee Credit Account in the amount stated on the Town Center Impact Fee Credit Voucher.

2. **Payment of Transportation Fees to Escrow Agent.** The Principals and Joined Parties agree to pay all Transportation Fees directly to Escrow Agent. Further, any other developer or landowner whose property is identified in **Exhibit "B"** may remit payment of their Transportation Fees directly to Escrow Agent. Upon receipt of each such Transportation Fees, Escrow Agent shall (a) provide Notice of Receipt of Transportation Fees, and (b) execute and provide to such payor of the Transportation Fees a Town Center Impact Fee Credit Voucher. Escrow Agent shall deposit all Transportation Fees received into the Escrowed Funds to be used and disbursed by Escrow Agent pursuant to the terms of the Escrow Agreement.

3. **Town Center Impact Fee Credit Account.** County shall establish a transportation impact fee credit account (the "**Town Center Impact Fee Credit Account**") in favor of the Escrow Agent for the benefit of landowners in the Town Center who tender Transportation Fees to the Escrow Agent pursuant to the Escrow Agreement.

4. **Redemption of Town Center Impact Fee Credit Vouchers.** A Town Center Impact Fee Credit Voucher may be presented to the County at the time that a transportation impact fee is due to be paid to the County by the holder of the Town Center Impact Fee Credit Voucher. Upon such redemption of a Town Center Impact Fee Credit Voucher, the County shall credit against the payment of the transportation impact fee, on a dollar for dollar basis, the amount reflected in the Town Center Impact Fee Credit Voucher (referred to herein as an "**Impact Fee Credit(s)**").

5. **Escrow Agent Accounting.** The Escrow Agent shall establish a ledger ("**Town Center Impact Fee Credit Ledger**") reflecting the receipt of Transportation Fees and the issuance of Town Center Impact Fee Credit Vouchers. Following the redemption of any Town Center Impact Fee Credit Voucher, the Escrow Agent's Town Center Impact Fee Credit Ledger and the County's Town Center Impact Fee Credit Account shall be reconciled.

Commencing January 1, 2024, and continuing quarterly thereafter, i.e., April 1, July 1, and October 1 of each calendar year, Escrow Agent shall provide to County a written report identifying all Escrowed Funds received by Escrow Agent and all payments made by Escrow Agent from the Escrow Account since the preceding report, including the dollar amounts disbursed, parties paid and which Improvements were funded by such disbursements.

Further, upon completion of each milestone listed in Section 11.2 of the Road Agreement, the Escrow Agent will provide to the County the total Transportation Impact Fee Credit earned for that specific milestone along with all the supporting documentation (copies of invoices, copies of checks used to pay for the invoices).

Upon completion of the Improvements, Escrow Agent and County shall reconcile the Escrow Agent's Town Center Impact Fee Credit Ledger, the County's Town Center Impact Fee Credit Account, and Escrow Agent's quarterly, milestone, and final reports. Notwithstanding anything in the Escrow Agreement or this First Amendment to the contrary, in the event there are Escrowed Funds still held by Escrow Agent pursuant to the Escrow Agreement, as amended, after completion of the Improvements (the "Excess Funds"), such Excess Funds shall be immediately delivered to County by Escrow Agent.

6. **Joinder of Town Center Property Owners.** The Joined Parties hereby consent to tendering all Transportation Fees generated from development of their respective properties in the Town Center to the Escrow Agent as set forth in this First Amendment.

7. **Ratification.** Other than as modified pursuant to the terms of this First Amendment, the Escrow Agreement is hereby ratified and confirmed in all respects and the terms thereof are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this First Amendment by their duly authorized officers on the dates noted below.

ATTEST:

Phil Diamond, CPA, County Comptroller,
as Clerk of the Board of County
Commissioners

By: *[Signature]*
Deputy Clerk

"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners


By: *[Signature]*
Jeffrey L. Demings
Orange County Mayor

Execution Date: 23 Jan 24



"JEN FLORIDA 36, LLC"

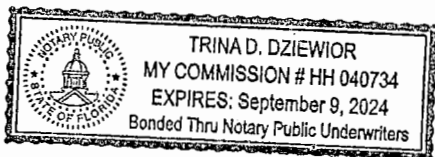
JEN FLORIDA 36, LLC, a Florida limited liability company

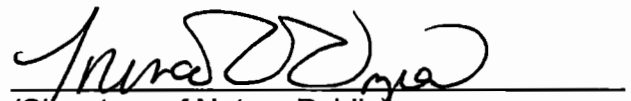

By: _____
Richard A. Jerman, Manager

Execution Date: 11/10/23

STATE OF FLORIDA)
Seville)
COUNTY OF ~~ORANGE~~)

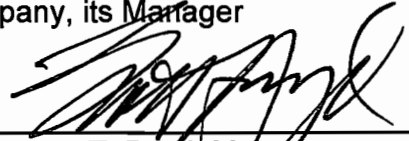
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10TH day of NOVEMBER 2023 by Richard A. Jerman, Manager of Jen Florida 36, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.




(Signature of Notary Public)
Print Name: Trina D Dziewior
Notary Public, State of Florida
Commission No.: HH040734
My Commission Expires: 9/9/2024

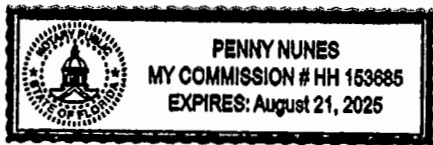
**HAMLIN PARTNERS AT SILVERLEAF,
LLC, a Florida limited liability company**

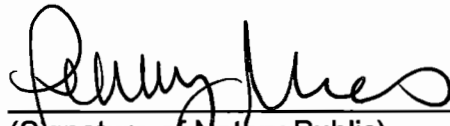
By: BK Hamlin Partners Southwest,
LLC, a Florida limited liability
company, its Manager

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 10th day of November, 2023 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.

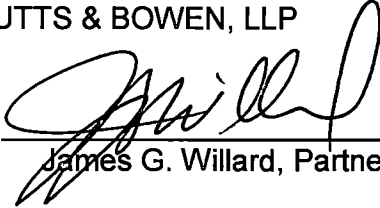




(Signature of Notary Public)
Print Name: Penny Nunes
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

"ESCROW AGENT"

SHUTTS & BOWEN, LLP

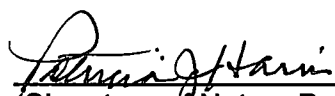
By: 
James G. Willard, Partner

Execution Date: 12/29/23

STATE OF FLORIDA)
)
COUNTY OF ORANGE)


The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of December, 2023 by James G. Willard, Partner of Shutts & Bowen, LLP, on behalf of the partnership, who is personally known to me or who has produced _____ as identification.

 PATRICIA J. HARRIS
Commission # HH 021487
Expires September 12, 2024
Bonded Thru Budget Notary Services


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

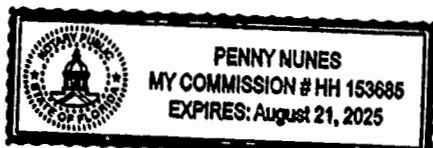
HAMLIN LAND PARTNERS, LLC, a Delaware limited liability company

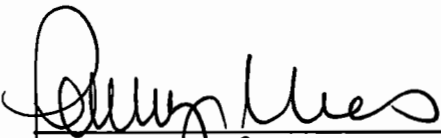
By: Boyd Horizon West, LLC, a Florida limited liability company, its sole Member

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 10th day of November, 2023 by Scott T. Boyd, as Manager of Boyd Horizon West, LLC, a Florida limited liability company, the sole Member of **HAMLIN LAND PARTNERS, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me, or has produced _____ as identification.

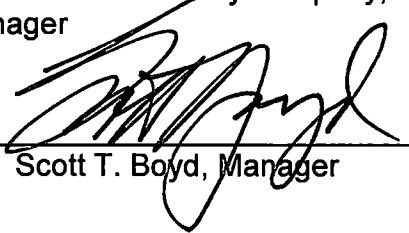




(Signature of Notary Public)
Print Name: Penny Nunes
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

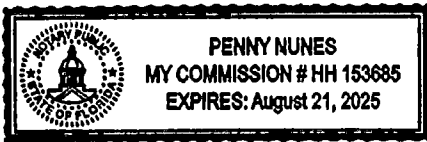
HAMLIN RETAIL PARTNERS, LLC, a Florida limited liability company

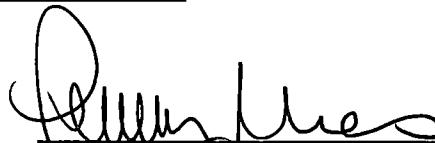
By: BK Hamlin Retail Partners, LLC, a Florida limited liability company, its Manager

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 10th day of November, 2023 by Scott T. Boyd, as Manager of BK Hamlin Retail Partners, LLC, a Florida limited liability company, the Manager of **HAMLIN RETAIL PARTNERS, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ as identification.



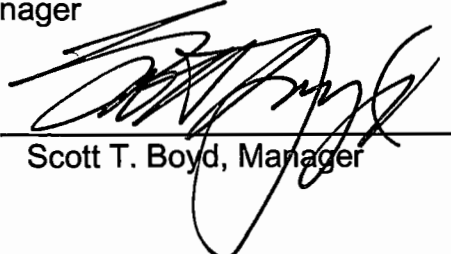


(Signature of Notary Public)
Print Name: Penny Nunes
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

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

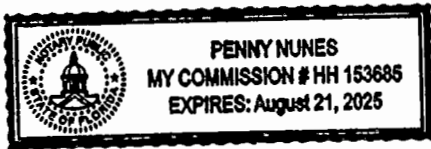
By: Hamlin Retail Partners, LLC, a
Florida limited liability company, its
sole Member

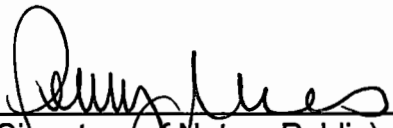
By: BK Hamlin Retail Partners, LLC, a
Florida limited liability company, its
Manager

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 10th day of November, 2023 by Scott T. Boyd, as Manager of BK Hamlin Retail Partners, LLC, a Florida limited liability company, the Manager of Hamlin Retail Partners, LLC, a Florida limited liability company, the sole Member of **HAMLIN RETAIL PARTNERS II, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ as identification.



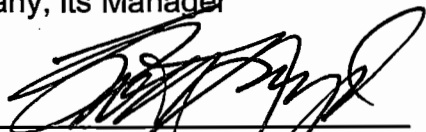


(Signature of Notary Public)
Print Name: Penny Nunes
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

**HAMLIN RETAIL PARTNERS EAST,
LLC, a Florida limited liability company**

By: HRPE Holding Company, LLC, a
Florida limited liability company, its
sole Member

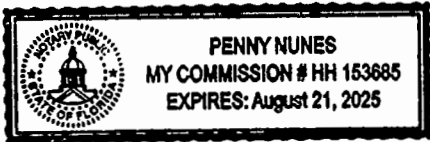
By: BK Hamlin Retail Partners East,
LLC, a Florida limited liability
company, its Manager

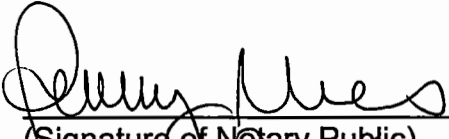
By: 

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 15th day of November, 2023 by Scott T. Boyd, as Manager of BK Hamlin Retail Partners East, LLC, a Florida limited liability company, the Manager of HRPE Holding Company, LLC, a Florida limited liability company, the sole Member of **HAMLIN RETAIL PARTNERS EAST, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ as identification.



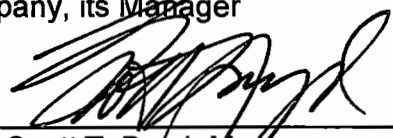


(Signature of Notary Public)
Print Name: Penny Nunes
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

HAMLIN RETAIL PARTNERS EAST COVE, LLC, a Florida limited liability company

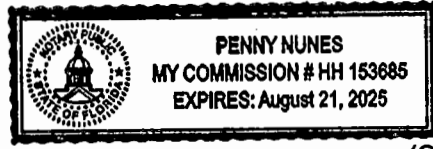
By: HRPE Holding Company, LLC, a Florida limited liability company, its sole Member

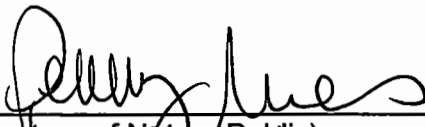
By: BK Hamlin Retail Partners East, LLC, a Florida limited liability company, its Manager

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 10th day of November, 2023 by Scott T. Boyd, as Manager of BK Hamlin Retail Partners East, LLC, a Florida limited liability company, the Manager of HRPE Holding Company, LLC, a Florida limited liability company, the sole Member of **HAMLIN RETAIL PARTNERS EAST COVE, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ as identification.

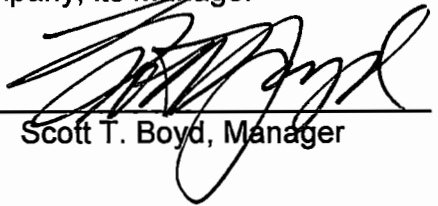



(Signature of Notary Public)
Print Name: Penny Nunes
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

**HAMLIN RETAIL PARTNERS EAST
NEC, LLC**, a Florida limited liability
company

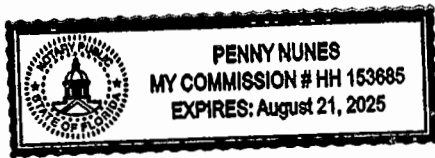
By: HRPE Holding Company, LLC, a
Florida limited liability company, its
sole Member

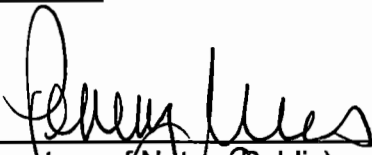
By: BK Hamlin Retail Partners East,
LLC, a Florida limited liability
company, its Manager

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 10th day of
November, 2023 by Scott T. Boyd, as Manager of BK Hamlin Retail Partners
East, LLC, a Florida limited liability company, the Manager of HRPE Holding Company,
LLC, a Florida limited liability company, the sole Member of **HAMLIN RETAIL
PARTNERS EAST NEC, LLC**, a Florida limited liability company, on behalf of the
company. He is personally known to me, or has produced
_____ as identification.



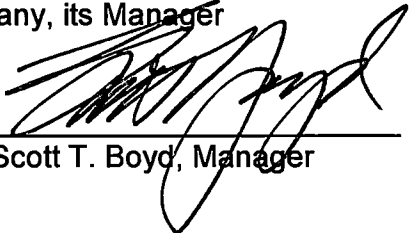


(Signature of Notary Public)
Print Name: Penny Nunes
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

HAMLIN RETAIL PARTNERS EAST PORTER ROAD, LLC, a Florida limited liability company

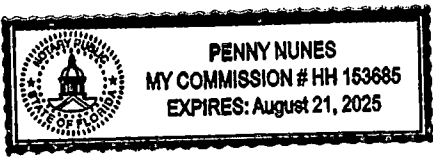
By: HRPE Holding Company, LLC, a Florida limited liability company, its sole Member

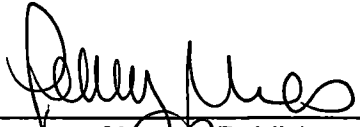
By: BK Hamlin Retail Partners East, LLC, a Florida limited liability company, its Manager

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 10th day of November, 2023 by Scott T. Boyd, as Manager of BK Hamlin Retail Partners East, LLC, a Florida limited liability company, the Manager of HRPE Holding Company, LLC, a Florida limited liability company, the sole Member of **HAMLIN RETAIL PARTNERS EAST PORTER ROAD, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ as identification.

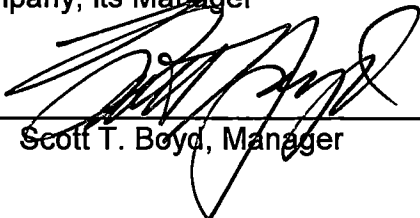




(Signature of Notary) Public
Print Name: Penny Nunes
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

**HAMLIN RETAIL PARTNERS NORTH,
LLC, a Florida limited liability company**

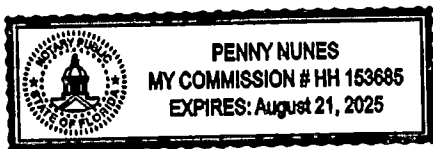
By: BK Hamlin Retail Partners North,
LLC, a Florida limited liability
company, its Manager

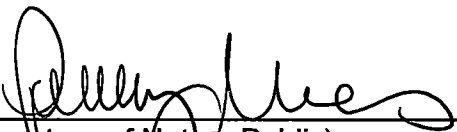
By: 

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 10th day of November, 2023 by Scott T. Boyd, as Manager of BK Hamlin Retail Partners North, LLC, a Florida limited liability company, the Manager of **HAMLIN RETAIL PARTNERS NORTH, 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: _____

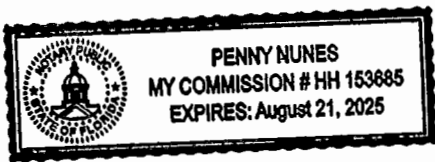
HAMLIN RETAIL PARTNERS WEST, LLC, a Florida limited liability company

By: BK Hamlin Retail Partners West, 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 10th day of November, 2023 by Scott T. Boyd, as Manager of BK Hamlin Retail Partners West, LLC, a Florida limited liability company, the Manager of **HAMLIN RETAIL PARTNERS WEST, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ as identification.



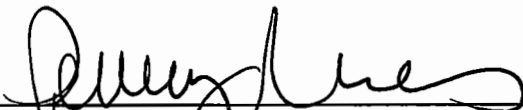

(Signature of Notary Public)
Print Name: Penny Nunes
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

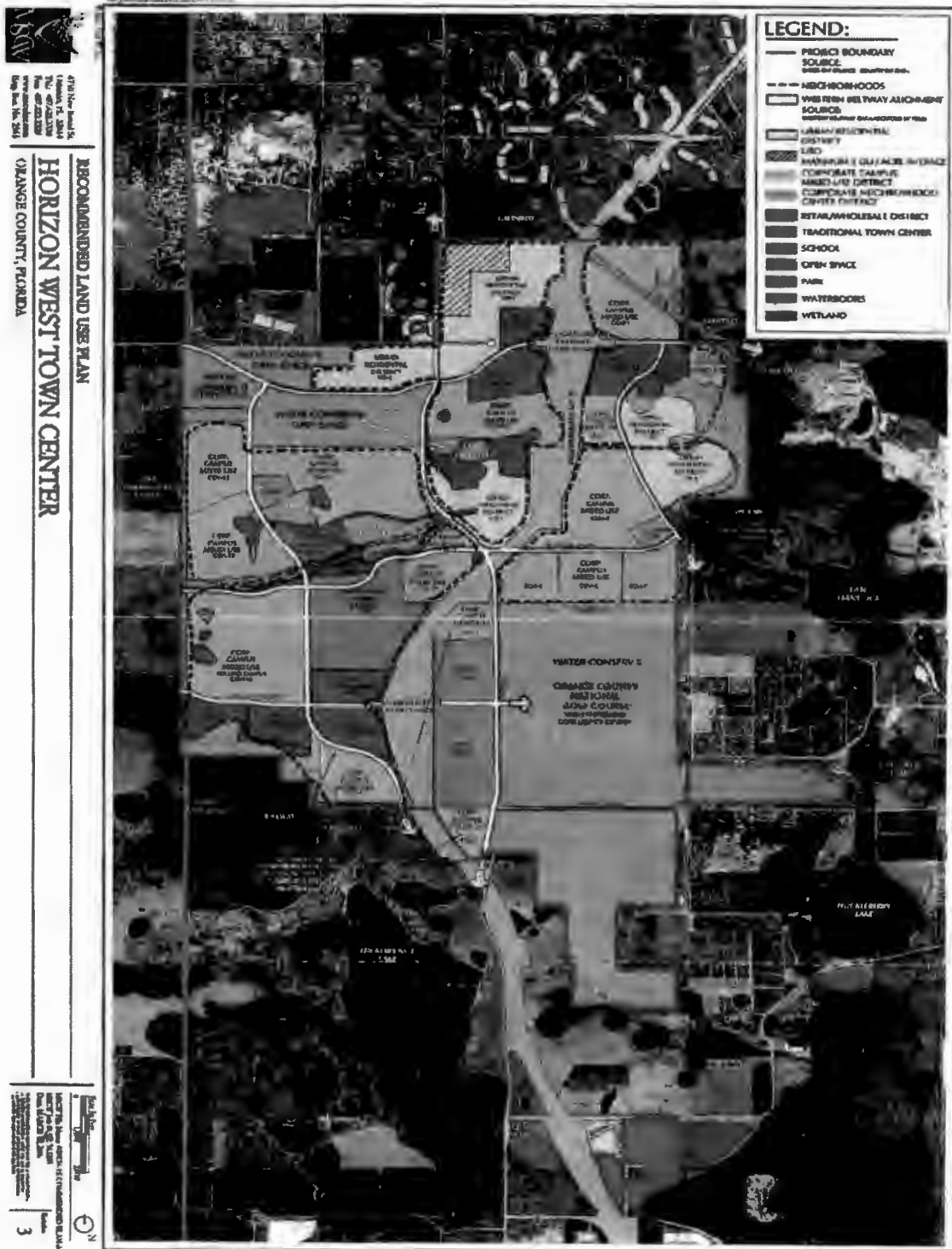


EXHIBIT "B"
(Applicable Road Network Agreements, with Parcel ID)

**Town Center West (Silverleaf) Road Network Agreement,
Doc # 20200467436, recorded September 4, 2020.**

Parcel IDs: 19-23-27-5836-15-030
19-23-27-5836-15-011
19-23-27-5836-15-010
19-23-27-5840-14-010
19-23-27-5840-13-100
19-23-27-5840-13-010
19-23-27-5840-12-110
19-23-27-5840-12-090
19-23-27-5836-17-010
19-23-27-5836-16-010
19-23-27-5836-16-110
30-23-27-0000-00-001
30-23-27-0000-00-004
30-23-27-0000-00-007
30-23-27-0000-00-005
30-23-27-0000-00-010
29-23-27-0000-00-004
30-23-27-0000-00-019
30-23-27-0000-00-021

**Hamlin West Amended and Restated Road Network Agreement,
Doc # 20180482220, recorded August 14, 2018.**

Parcel IDs: 20-23-27-0000-00-002
20-23-27-0000-00-007
20-23-27-0000-00-009
20-23-27-0000-00-010
20-23-27-0000-00-017
20-23-27-0000-00-018
20-23-27-0000-00-027
19-23-27-0000-00-012
19-23-27-0000-00-022
17-23-27-0000-00-013
20-23-27-0000-00-008
20-23-27-0000-00-012
20-23-27-0000-00-014
20-23-27-0000-00-011
20-23-27-0000-00-013

First Amendment to the Amended and Restated Escrow Agreement for Town Center West (Silverleaf) Road Network Agreement (2023)

19-23-27-5840-00-000
29-23-27-0000-00-010
29-23-27-0000-00-022
29-23-27-0000-00-025
19-23-27-0000-00-019
20-23-27-0000-00-016
19-23-27-5840-13-010
19-23-27-5840-12-110
19-23-27-0000-00-013

**Town Center East Horizon West Road Network Agreement,
Doc # 20110646512, recorded December 13, 2011.**

Parcel IDs: 20-23-27-0000-00005
29-23-27-0000-00001
29-23-27-0000-00002
29-23-27-0000-00036
29-23-27-0000-00015
29-23-27-0000-00005

Horizon West-Town Center (Diocese Subdivision PD/UNP) Adequate Public Facilities and Road Network Mitigation Agreement, Doc # 20230144912, recorded March 15, 2023.

Parcel IDs: 17-23-27-0000-00-015
17-23-27-0000-00-004

Horizon West-Town Center (Horizon Vue PD) Adequate Public Facilities and Road Network Agreement, Doc # 20210146133, recorded March 15, 2021.

Parcel IDs: 29-23-27-0000-00-028
29-23-27-0000-00-006

Hamlin 30 PD Adequate Public Facilities and Road Network Agreement

Parcel IDs: 30-23-27-0000-00-013
30-23-27-0000-00-014
30-23-27-0000-00-006

EXHIBIT "C"

Town Center Impact Fee Credit Voucher

#TCV-(Insert Chronological Identifier)

Transportation Credit Account #: (Insert TCA Number)

Shutts & Bowen, LLP, as Escrow Agent pursuant to and authorized in accordance with that certain Amended and Restated Escrow Agreement for Town Center West (Silverleaf) Road Network Agreement, as amended (the "**Escrow Agreement**"), hereby acknowledges receipt from _____ ("**Payor**") of the sum of \$_____ (the "**Voucher Amount**") representing funds generated pursuant to (select applicable category):

Road Network Agreement: (Insert Name)

Proportionate Share Agreement: (Insert Name)

Transportation Impact Fee: (Insert Building Permit #)
(Insert Building Permit #)
(Insert Building Permit #)

Parcel ID Number: _____

Pursuant to the Escrow Agreement, and subject to the terms and conditions contained therein, the holder of this Town Center Impact Fee Credit Voucher shall receive a dollar for dollar credit credit, equal to the Voucher Amount, against the payment of transportation impact fees otherwise due to Orange County.

Executed as of the ____ day of _____, 20__.

Shutts & Bowen, LLP, Escrow Agent

By: _____

Name: _____

Title: _____

cc: Orange County Transportation Planning Division