



Interoffice Memorandum

AGENDA ITEM

February 29, 2020

TO: Mayor Jerry L. Demings
–AND–
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Director
Planning, Environmental, and Development Services Department
(407) 836-5312

SUBJECT: March 24, 2020 – Consent Item
Termination of Road Impact Fee Agreement
(Pavilion at Sand Lake / Mandarin Drive Extension)

On June 6, 2013, the Board approved a multi-party Road Impact Fee Agreement (Pavilion at Sand Lake/Mandarin Drive Extension) between Orange County and Universal City Property Management III LLC, among others, recorded at OR Book/Page 10581/0871. The agreement provided for a road extension for Mandarin Drive from Sand Lake Road to Universal Boulevard.

Since that time, Universal City Development Partners, LTD. has become the sole owner in fee simple of the property subject to the original agreement, and on December 17, 2019, entered into a Roadway and Infrastructure Agreement for the Kirkman Road extension with the County, which requires termination of the Pavilion at Sand Lake/Mandarin Drive Extension Agreement.

The Termination of Road Impact Fee Agreement (Pavilion at Sand Lake/Mandarin Drive Extension) was processed under the Major Economic Development Project Ordinance No. 2019-12 and reviewed by the Road Agreement Committee on February 5, 2020.

The Specific Project Expenditure Report and Relationship Disclosure Forms are not required for this item.

ACTION REQUESTED: Approval and execution of Termination of Road Impact Fee Agreement (Pavilion at Sand Lake/Mandarin Drive Extension) by and between Orange County and Universal City Development Partners, LTD., to terminate the original agreement approved on June 6, 2013. District 1

JVW/hegb
Attachments

BCC Mtg. Date: March 24, 2020

This instrument prepared by:

Juli Simas James, Esquire
SHUTTS & BOWEN LLP
300 S. Orange Ave, Suite 1600
Orlando, Florida 32801

Cross-reference:
Book 10581, Page 0871 (Doc. # 20130297552)

**TERMINATION OF ROAD IMPACT FEE AGREEMENT
(PAVILION AT SAND LAKE/MANDARIN DRIVE EXTENSION)**

THIS TERMINATION OF ROAD IMPACT FEE AGREEMENT (this “**Termination**”), effective as of the latest date of execution (the “**Effective Date**”), is made and entered into by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393 (“**County**”), and **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**, a Florida limited partnership, whose address is 1000 Universal Studios Plaza, Orlando, Florida 32819 (“**Universal**”) (County and Universal are sometimes referred to herein, collectively, as the “**Parties**”).

RECITALS

WHEREAS, IA Orlando Sand, L.L.C., a Delaware limited liability company (“**IA**”), Fourth Quarter Properties 129, LLC, a Georgia limited liability company (“**FQP 129**”), Universal City Property Management III LLC, a Delaware limited liability company (“**UCPM**”), and County entered into that certain Road Impact Fee Agreement (Pavilion at Sand Lake/Mandarin Drive Extension) recorded on June 6, 2013, in Book 10581, Page 0871, Official Records of Orange County, Florida, providing for the extension of Mandarin Drive on the south side of Sand Lake Road to Universal Boulevard at a point across from the intersection of Universal Boulevard and Via Mercado (the “**Mandarin Road Agreement**”);

WHEREAS, IA assigned all of its rights and obligations under the Mandarin Road Agreement to Universal by and pursuant to that certain Quit Claim Assignment of Contracts, Permits, Rights, Warranties and General Intangibles recorded on October 31, 2017, as Doc. # 20170594408 in the Official Records of Orange County, Florida;

WHEREAS, Orlando REO Land, LLC, a Delaware limited liability company, the successor in title to FQP 129, assigned all of its rights and obligations under the Mandarin Road Agreement to SLRC Holdings LLC, a Delaware limited liability company (“**SLRC**”) (predecessor by merger to Universal pursuant to that certain Certificate of Merger recorded on June 10, 2019, as Doc. # 20190354485 (the “**Certificate**”)), by and pursuant to that certain unrecorded Assignment of Contracts, Permits, Entitlements, Warranties and General Intangibles dated as of December 17, 2015;

WHEREAS, UCPM assigned all of its rights and obligations under the Mandarin Road Agreement to SLRC (predecessor by merger to Universal pursuant to the Certificate) by and pursuant to that certain Assignment of Certain Recorded Documents recorded on April 12, 2018, as Doc. # 20180220122 in the Official Records of Orange County, Florida;

WHEREAS, Universal hereby represents and warrants that Universal is currently the sole owner in fee simple of all of the IA Property, the Pond Property, the FQP 129 Property, and the UCPM Property (as such terms are defined in the Mandarin Road Agreement);

WHEREAS, Universal and County are parties to that certain Roadway and Infrastructure Agreement (Kirkman Road Extension) recorded December 23, 2019, as Document # 20190800173, Official Records of Orange County, Florida (the “**Kirkman Road Agreement**”);

WHEREAS, in Section 22 of the Kirkman Road Agreement, the Parties agreed to terminate the Mandarin Road Agreement; and

WHEREAS, consistent therewith, the Parties now desire to terminate the Mandarin Road Agreement upon the terms and conditions provided in this Termination.

NOW, THEREFORE, in consideration of the respective promises and covenants of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.
2. **Termination**. The County and Universal hereby terminate the Mandarin Road Agreement and cancel, release, terminate, and relinquish any and all right, title and interest thereunder.
3. **Counterparts**. This Termination may be executed in up to three counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.
4. **Recordation**. An executed original of this Termination shall be recorded, at Universal’s expense, in the Public Records of Orange County, Florida within thirty (30) days after the Effective Date.

[Signature Pages Follow]

IN WITNESS WHEREOF, County and Universal have caused this Termination to be duly executed by their respective duly authorized representatives on the dates set forth below.

COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

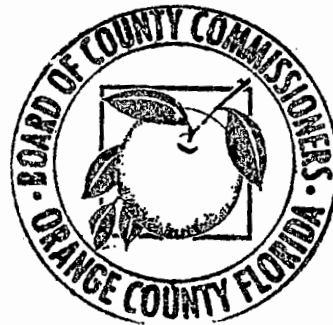
By: *Jerry L. Demings*
for Jerry L. Demings,
Orange County Mayor

Date: MAR 24 2020

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

By: *Katie Smith*
Deputy Clerk

Print Name: **Katie Smith**



WITNESSES:

UNIVERSAL:

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD., a Florida limited partnership

By: Universal City Florida Holding Co. II, a Florida general partnership, its general partner

By: Universal City Property Management II LLC, a Delaware limited liability company, its general partner

Caren E. Bulger
Print Name: Caren E. Bulger

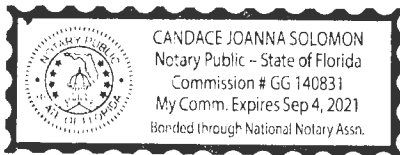
[Signature]
Print Name: Candace Joanna Solomon

By: [Signature]
Print Name: Adam Williams
Title: SVP, Legal & Business Affairs - UPR

Date: February 28th, 2020

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization the 28th day of February, 2020, by Adam Williams, as SVP, Legal & Business Affairs - UPR of Universal City Property Management II LLC, a Delaware limited liability company, general partner of Universal City Florida Holding Co. II, a Florida general partnership, general partner of Universal City Development Partners, Ltd., a Florida limited partnership, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification.



AFFIX NOTARY STAMP

[Signature]
NOTARY PUBLIC OF FLORIDA
Print Name: Candace Joanna Solomon
Commission No.: GG 140831
Expires: September 4th, 2021