



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-1459, **Version:** 1

Interoffice Memorandum

DATE: October 28, 2025

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 Proportionate Share Agreement for Hamlin Swig Avalon Road, New Independence Parkway & Summerlake Park Boulevard by and between Hamlin Retail Partners II, LLC and Orange County directing both the proportionate share payment in the amount of \$133,770 and future transportation impact fee payments that may be associated with the project to be utilized towards the completion of Avalon Road/CR 545 improvements pursuant to the Amended and Restated Escrow Agreement for Town Center West (Silverleaf). District 1. (Roadway Agreement Committee)

PROJECT: N/A

PURPOSE:

The Roadway Agreement Committee has reviewed a Proportionate Share Agreement for Hamlin Swig Avalon Road, New Independence Parkway & Summerlake Park Boulevard ("Agreement") by and between Hamlin Retail Partners II, LLC and Orange County for a proportionate share payment in the amount of \$133,770. Pursuant to Section 163.3180(5)(h), Florida Statutes, an applicant may mitigate capacity deficiencies by entering into a proportionate share agreement and contributing a proportionate share payment. The proportionate share payment is due within 90 days of the effective date of this Agreement.

The Agreement follows the recommendation of the Roadway Agreement Committee providing for the mitigation of road impacts for one deficient trip on the road segment of Avalon Road from Porter Road to New Independence Parkway in the amount of \$17,339 per trip, one deficient trip on the road

segment of Avalon Road from Schofield Road to Porter Road in the amount of \$14,135 per trip, five deficient trips on the road segment of New Independence Parkway from SR 429 to Hamlin Groves Trail in the amount of \$11,413 per trip, and three deficient trips on the road segment of Summerlake Park Boulevard from Porter Road to Summerlake Groves Street in the amount of \$15,077 per trip.

This project is located in the Town Center Village of Horizon West and is subject to the Town Center East Road Network Agreement approved by the Board on December 11, 2011, as amended. Pursuant to the 2011 agreement, trips in excess of the authorized amount may be processed consistent with the County's concurrency ordinance. The project impacts a deficient segment of Avalon Road/CR 545 and requires a proportionate share payment as mitigation. The particular segment of Avalon Road is a partnership project addressed under the Town Center West (Silverleaf) Road Network Agreement approved by the Board on September 1, 2020, and amended on July 13, 2021. While a typical proportionate share agreement would have the payment come to the County, this Agreement provides that the mitigation payment be delivered to the escrow agent managing the partnership dollars for the Avalon Road project and will be subject to the Amended and Restated Town Center West (Silverleaf) Escrow Agreement for receipt of additional funds as authorized by the County for the completion of Avalon Road/CR 545 improvements. This Agreement also directs any additional impact fee payments for the project to the escrow agent to accelerate the Avalon Road improvements.

The Roadway Agreement Committee recommended approval on October 1, 2025. 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 407-836-7964.

BUDGET: N/A

BCC Mtg. Date: November 18, 2025

This instrument prepared by:

Mohammed Abdallah, PE, PTOE
Traffic & Mobility Consultants LLC
988 Woodcock Road, Suite 200
Orlando, Florida 32803

and after recording return to:

James G. Willard, Esquire
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

Parcel ID Number: 20-23-27-2717-01-009

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**PROPORTIONATE SHARE AGREEMENT FOR
HAMLIN SWIG**

**AVALON ROAD, NEW INDEPENDENCE PARKWAY & SUMMERLAKE PARK
BOULEVARD**

This Proportionate Share Agreement (the “**Agreement**”), effective as of the latest date of execution (the “**Effective Date**”), is made and entered into by and between HAMLIN RETAIL PARTNERS II, LLC, a Florida limited liability company (“**Owner**”), with its principal place of business at 14422 Shoreside Way, Suite 130, Winder Garden, Florida, 34787 and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), with its principal address at P.O. Box 1393, Orlando, Florida 32802-1393. Owner and County may sometimes be referred to herein individually as “**Party**” and collectively as “**Parties**”.

WHEREAS, Owner holds fee simple title to certain real property, as generally depicted on Exhibit “A” and more particularly described on Exhibit “B”, both of which exhibits are attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, the Property is located in County Commission District 1, within the Town Center of Horizon West, and the proceeds of the PS Payment, as defined herein, will be allocated to Avalon Road; and

WHEREAS, Owner intends to develop the Property as a 1,000 square-foot drive-thru soda shop, referred to and known as Hamlin Swig (the “**Project**”); and

WHEREAS, Owner received a letter from County dated August 22, 2025, stating that Owner's Capacity Encumbrance Letter ("**CEL**") application #CEL-25-01-001 for the Project was denied; and

WHEREAS, the Project will generate One (1) deficient PM Peak Hour trip (the "**Excess Trip 1**") for the deficient roadway segment on Avalon Road from Porter Road to New Independence Parkway (the "**Deficient Segment 1**"), and Zero (0) PM Peak Hour trips were available on the Deficient Segment 1 on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, the Project will generate One (1) deficient PM Peak Hour trip (the "**Excess Trip 2**") for the deficient roadway segment on Avalon Road from Schofield Road to Porter Road (the "**Deficient Segment 2**"), and Zero (0) PM Peak Hour trips were available on the Deficient Segment 2 on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, the Project will generate Five (5) deficient PM Peak Hour trips (the "**Excess Trip 3**") for the deficient roadway segment on New Independence Parkway from SR 429 to Hamlin Groves Trail (the "**Deficient Segment 3**"), and Zero (0) PM Peak Hour trips were available on the Deficient Segment 3 on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, the Project will generate Three (3) deficient PM Peak Hour trips (the "**Excess Trips 4**") for the deficient roadway segment on Summerlake Park Boulevard from Porter Road to Summerlake Groves Street (the "**Deficient Segment 4**"), and Zero (0) PM Peak Hour trips were available on Deficient Segment 4 on the date the CEL was denied, as further described in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS the Excess Trip 1, Excess Trip 2, Excess Trips 3, and Excess Trips 4 shall be referred to herein collectively as the "**Excess Trips**"; and

WHEREAS, the Deficient Segment 1, Deficient Segment 2, Deficient Segment 3, and Deficient Segment 4 shall be referred to herein collectively as the "**Deficient Segments**"; and

WHEREAS, the Excess Trips will cause the Deficient Segments to operate below adopted Level of Service standards; therefore, pursuant to Section 163.3180(5)(h), Florida Statutes, as amended, Owner has offered to provide County with proportionate share mitigation for the Excess Trips; and

WHEREAS, Owner and County have agreed that the proportionate share payment necessary to mitigate the impact of the Excess Trips on the Deficient Segments through the current

anticipated Project buildout is One Hundred Thirty-Three Thousand Seven Hundred Seventy and 00/100 Dollars (\$133,770.00) (the “**PS Payment**”); and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between them as to the development of the Property into the Project.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration exchanged by and between Owner and County, the receipt and sufficiency of which are hereby acknowledged, the Parties stipulate and agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. PS Payment; CEL.

(a) *Calculation of PS Payment:* The amount of the PS Payment for the Deficient Segments, as described in **Exhibit “C”**, totals One Hundred Thirty-Three Thousand Seven Hundred Seventy and 00/100 Dollars (\$133,770.00). This PS Payment was calculated in accordance with the methodology outlined in Section §163.3180, Florida Statutes, as may be amended. Owner and County agree that the Excess Trips will constitute the Project’s impact on the aforementioned Deficient Segments based upon (i) Owner’s Traffic Study titled “Swig at Hamlin” prepared by Traffic & Mobility Consultants LLC, dated June, 2025, for Owner (the “**Traffic Study**”), which is incorporated herein by this reference, and (ii) upon the calculations described in **Exhibit “C”**. The Traffic Study was accepted by the Orange County Transportation Planning Division on August 19, 2025, and is on file and available for inspection with that division (CMS #2025001). Owner and County further acknowledge and agree that the PS Payment as set forth above shall be the final and binding calculation of the amount the Owner is required to pay through the buildout of the currently approved Project as proportionate share mitigation for impacts of the Project upon roadways within Orange County’s jurisdiction, notwithstanding any subsequent variance in the actual cost of any improvements to the Deficient Segments or actual travel impacts created by the Project; provided, however, that if Owner modifies the Project’s development program and/or subsequently increases the number of units and/or square footage, as applicable, of the Project, the Project may then be subject to an additional concurrency evaluation and proportionate share agreement as set forth in Subsection 2(d) below. Owner and County further acknowledge and agree that the calculation of, and agreement regarding, the amount of the PS Payment constitute material inducements for the Parties to enter into this Agreement.

(b) *Timing of PS Payment, Issuance of CEL.* Not later than ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of the PS Payment. The check shall be made payable to “Shutts & Bowen LLP Escrow Account” and shall be delivered to the Fiscal and Operational Support Division of the Orange County Planning, Environmental, and Development Services Department for acknowledgment of receipt and transmittal to Shutts &

Bowen LLP for deposit into the Town Center West (Silverleaf) Road Network Agreement escrow account maintained by Shutts & Bowen LLP, as “**Escrow Agent**” pursuant to the Escrow Agreement for the Town Center West (Silverleaf) Road Network Agreement (the “**Escrow Agreement**”) approved by the Orange County Board of County Commissioners on September 1, 2020, and amended on July 13, 2021. The County hereby determines that because the improvement of Avalon Road/CR 545 is an objective of the Town Center West (Silverleaf) Road Network Agreement approved by the County Board of County Commissioners on September 1, 2020, recorded at Document No. 20200467436, as amended by that certain First Amendment recorded July 20, 2021, at Document No. 20210435632, Public Records of Orange County, Florida (the “**Road Agreement**”), it is in the best interest of the County to accelerate improvement of Avalon Road/CR 545 by directing the PS Payment to Escrow Agent to be held and disbursed as part of the “**Escrowed Funds**” in accordance with, and as defined in, the Escrow Agreement and the Road Agreement. Within twenty-one (21) days following its receipt of the PS Payment, if the Property’s future land use designation and zoning are consistent with the Project’s proposed development, County shall issue a CEL sufficient to encumber traffic capacity for the Project, irrespective of any actual traffic deficiency on the Deficient Segments. Within the time frame provided in the CEL, the Owner must reserve the encumbered trips by obtaining a Capacity Reservation Certificate as provided in Section §30-591 of the Orange County Code, as may be amended. An amount equal to the PS Payment shall be applied toward the amount of the initial capacity reservation payment (and any subsequent reservation payment(s), if the initial reservation payment does not exceed the amount of the PS Payment) as further set forth in Section 3 below. In the event Owner has not paid the PS Payment within ninety (90) days after the Effective Date, one extension of ninety (90) additional days may be granted by the manager of County’s Transportation Planning Division. In the event Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, this Agreement shall become null and void.

(c) *Project Development.* Recordation of a subdivision plat and/or approval of a commercial site plan for the Project shall not be permitted prior to the issuance of a Capacity Reservation Certificate as contemplated in subparagraph 2(b) above.

(d) *Increase in Project Trips.* Any change or modification to the Project that increases the unit count and/or square footage, as applicable, may result in an increase in trips on the Deficient Segments or other segments within the transportation impact area, as defined by County. Owner understands and agrees that any such additional trips are neither vested nor otherwise permitted under this Agreement, and that Owner is precluded from asserting any such vesting. In addition, Owner understands and agrees that any such changes resulting in an increase in trips may cause this Agreement to become null and void, and/or may require application for and execution of an additional Proportionate Share Agreement, along with any other required documentation, for the number of increased trips.

(e) *Satisfaction of Transportation Improvement Requirements.* County hereby acknowledges and agrees that upon Owner's payment of the PS Payment as required herein, and absent any change or modification to the Project as set forth in Subsection 2(d) above, Owner shall be deemed to have satisfied all requirements for the mitigation of the traffic impacts of the Project on all roads affected by the Project within County's jurisdiction through buildout of the Project. Owner shall be entitled to fully and completely develop the Project, without regard to whether improvements to the Deficient Segments are actually constructed; provided, however, Owner shall be required to obtain a Capacity Reservation Certificate prior to the expiration of Owner's Capacity Encumbrance Letter and shall be required to maintain the validity of the Capacity Reservation Certificate in accordance with its terms. Additionally, nothing herein shall be construed to exempt Owner from meeting the requirements of all other applicable laws, rules, regulations, and/or Orange County Code provisions or from making the required payment of transportation and other impact fees applicable to the Project, subject to any credits as set forth in Section 3 below. For avoidance of doubt, nothing herein is intended to, nor shall, constitute prepayment of any densities and/or intensities of development or of any development program.

Section 3. Transportation Impact Fee Credits County and Owner agree that in accordance with Section 163.3180(5)(h)2.e., Florida Statutes, as may be amended, Owner shall receive a credit on a dollar for dollar basis for impact fees, paid or payable in the future for the Project in an amount up to but not exceeding the PS Payment as specifically described in Exhibit "C". County further agrees that such credits may be applied on a dollar for dollar basis against capacity reservation fees at such time as capacity reservation fees may be required to be paid by Owner in connection with the issuance of a Capacity Reservation Certificate as contemplated in Section 2 above. In no event shall Owner receive credits in excess of the PS Payment and in the event the PS Payment exceeds either the applicable transportation impact fees or capacity reservation fees, as the case may be, Owner shall not be entitled to a refund for the amount of the PS Payment in excess of such transportation impact fees or capacity reservation fees. For avoidance of doubt, nothing herein is intended to, nor shall, constitute prepayment of any densities and/or intensities of development or of any development program.

Section 4. No Refund. The PS Payment (including any capacity reservation fees paid with the PS Payment) is non-refundable and cannot be transferred or applied to another project or property.

Section 5. Notice. Any notice delivered with respect to this Agreement shall be in writing and 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 other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

Proportionate Share Agreement, Hamlin Swig
Hamlin Retail Partners II, LLC for Avalon Road, New Independence Parkway and Summerlake Park Boulevard,
2025

As to Owner: Hamlin Retail Partners II, LLC
14422 Shoreside Way, Suite 130
Winter Garden, Florida 34787

With copy to: Hamlin Retail Partners, LLC
14422 Shoreside Way, Suite 130
Winter Garden, Florida 34787

BK Hamlin Retail Partners, LLC
14422 Shoreside Way, Suite 130
Winter Garden, Florida 34787

Shutts & Bowen LLP
Attn: James G. Willard, Esquire
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

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

With copy to: Orange County
Planning, Environmental, and Development Services Department
Manager, Fiscal and Operational Support Division
201 South Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Orange County
Public Works Department
Manager, Transportation Planning Division
4200 South John Young Parkway, 2nd Floor
Orlando, Florida 32839

Orange County
Planning, Environmental, and Development Services Department
Manager, Planning Division
201 South Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

Section 6. Covenants Running with the Property. This Agreement shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of Owner and upon any person, firm, corporation, or entity who may become a successor in interest to the Property.

Section 7. *Recordation of Agreement.* Owner shall record an original of this Agreement in the Public Records of Orange County, Florida, at no expense to County, not later than thirty (30) days after the Effective Date.

Section 8. *Applicable Law.* This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code.

Section 9. *Specific Performance.* County and Owner shall each have the right to enforce the terms and conditions of this Agreement only by an action for specific performance. Venue for any action(s) initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. With the exception of the timing of the PS Payment as set forth in Section 2(b) hereof, the parties acknowledge and agree that no party shall be considered in default for failure to perform under this Agreement until such party has received written notice, in accordance with Section 5, specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of written notice.

Section 10. *Attorney Fees.* In the event either Party brings an action or proceeding including any counterclaim, cross-claim, or third-party claim, against the other Party arising out of this Agreement, each Party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney and legal fees.

Section 11. *Construction of Agreement; Severability.* Captions of the Sections and Subsections of this Agreement are for convenience and reference only; any words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

Section 12. *Amendments.* No amendment, modification, or other change(s) to this Agreement shall be binding upon the parties unless in writing and formally executed by all of the parties.

Section 13. *Termination.* In the event either (i) Owner has not paid the PS Payment to County within one hundred eighty (180) days after the Effective Date, as contemplated in Subsection 2(b), or (ii) Owner has timely paid the PS Payment to County and the Project has been constructed on the Property and completed, pursuant to a County building permit, this Agreement shall automatically terminate and thereafter be null and void for all purposes.

Section 14. Counterparts. This Agreement may be executed in up to two (2) counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

Section 15. Allocation of Project Transportation Impact Fees. To further enable and accelerate improvement of the Deficient Segments, Owner shall pay any transportation impact fee due at the time of Project development (unless such obligation is satisfied by the use of transportation impact fee credits) by check in the amount of such required transportation impact fee (less appropriate credit for the PS Payment) payable to “Shutts & Bowen LLP Escrow Account” and delivered to the Orange County Transportation Planning Division for acknowledgement of receipt and transmittal to Escrow Agent for deposit into the Town Center West (Silverleaf) Road Network Agreement Escrow Account maintained by Escrow Agent pursuant to the Escrow Agreement.

Section 16. Disposition of Excess Escrowed Funds. Notwithstanding anything herein or in the Escrow Agreement to the contrary, in the event there are Escrowed Funds still held by Escrow Agent pursuant to the Escrow Agreement after completion of all authorized Improvements, as defined in and pursuant to the Road Agreement, such excess funds shall be immediately delivered to County by Escrow Agent.

[Signatures appear on following pages]

Proportionate Share Agreement, Hamlin Swig
Hamlin Retail Partners II, LLC for Avalon Road, New Independence Parkway and Summerlake Park Boulevard,
2025

IN WITNESS WHEREOF, the parties have caused this Agreement 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: Bryan W. Burkes
for Jerry L. Demings
Orange County Mayor

Date: 18 December 2025

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

By: Jennifer Lara-Klimetz
Deputy Clerk

Print Name: Jennifer Lara-Klimetz

Proportionate Share Agreement, Hamlin Swig
Hamlin Retail Partners II, LLC for Avalon Road, New Independence Parkway and Summerlake Park Boulevard,
2025

WITNESS #1

Heather Easterling
Signature
Heather Easterling
Print Name

Mailing Address: 1422 Shoreline Way #130
City: Winter Garden State: FL
Zip Code: 34787

"OWNER"

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: Ken L. Kupp
Ken L. Kupp, President

WITNESS #2

Penny Nunes
Signature
Penny Nunes
Print Name

Mailing Address: 1422 Shoreline Way #130
City: Winter Garden State: FL
Zip Code: 34787

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐
online notarization, this 4th day of September, 2025, by Ken L. Kupp, President of
BK HAMLIN RETAIL PARTNERS, LLC, a Florida limited liability company, Manager of
HAMLIN RETAIL PARTNERS, LLC, a Florida limited liability company, sole Member of
HAMLIN RETAIL PARTNERS II, LLC, a Florida limited liability company, on behalf of such
company, who ☒ is personally known to me or ☐ has produced a valid Florida Driver's License
as identification and did/did not (circle one) take an oath.

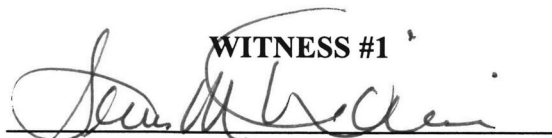


Penny Nunes
Signature of Notary Public
Print Name: Penny Nunes
Notary Public, State of: Florida
Commission Expires: 8/21/29

JOINDER AND CONSENT

This Agreement is joined in by Shutts & Bowen, LLP in its capacity as Escrow Agent under the Escrow Agreement and the Road Agreement to acknowledge and consent to the performance of its additional duties as set forth in this Agreement.

WITNESS #1


Signature
Serena M. Williams
Print Name

"ESCROW AGENT"

SHUTTS & BOWEN, LLP, a Florida
limited liability partnership

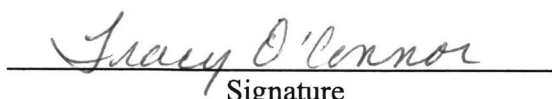
By: 
James G. Willard, Partner

Mailing Address: 300 S. Orange Ave, Ste. 1600

City: Orlando State: FL

Zip Code: 32801

WITNESS #2


Signature
Tracy O'Connor
Print Name

Mailing Address: 300 S. Orange Ave, Ste. 1600

City: Orlando State: FL

Zip Code: 32801

STATE OF FLORIDA COUNTY OF ORANGE

Acknowledged freely and voluntarily for the purposes therein expressed before me by James G. Willard, Partner of Shutts & Bowen, LLP, a Florida limited liability partnership, who is known by me to be the person described herein and who executed the foregoing, this 4th day of September, 2025. He appeared before me by means of: ☐ online notarization or ☒ physical presence and is ☒ personally known to me, or ☐ has produced a valid Florida Driver's License as identification and did/did not (circle one) take an oath.

(Notary Stamp)



TRACY O'CONNOR
Commission # HH 593352
Expires September 24, 2028

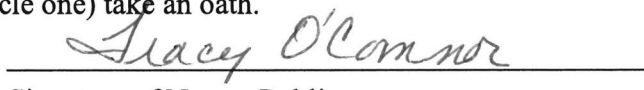

Signature of Notary Public
Print Name: _____
Notary Public, State of: _____
Commission Expires: _____

Exhibit A
“HAMLIN SWIG”
Project Location Map

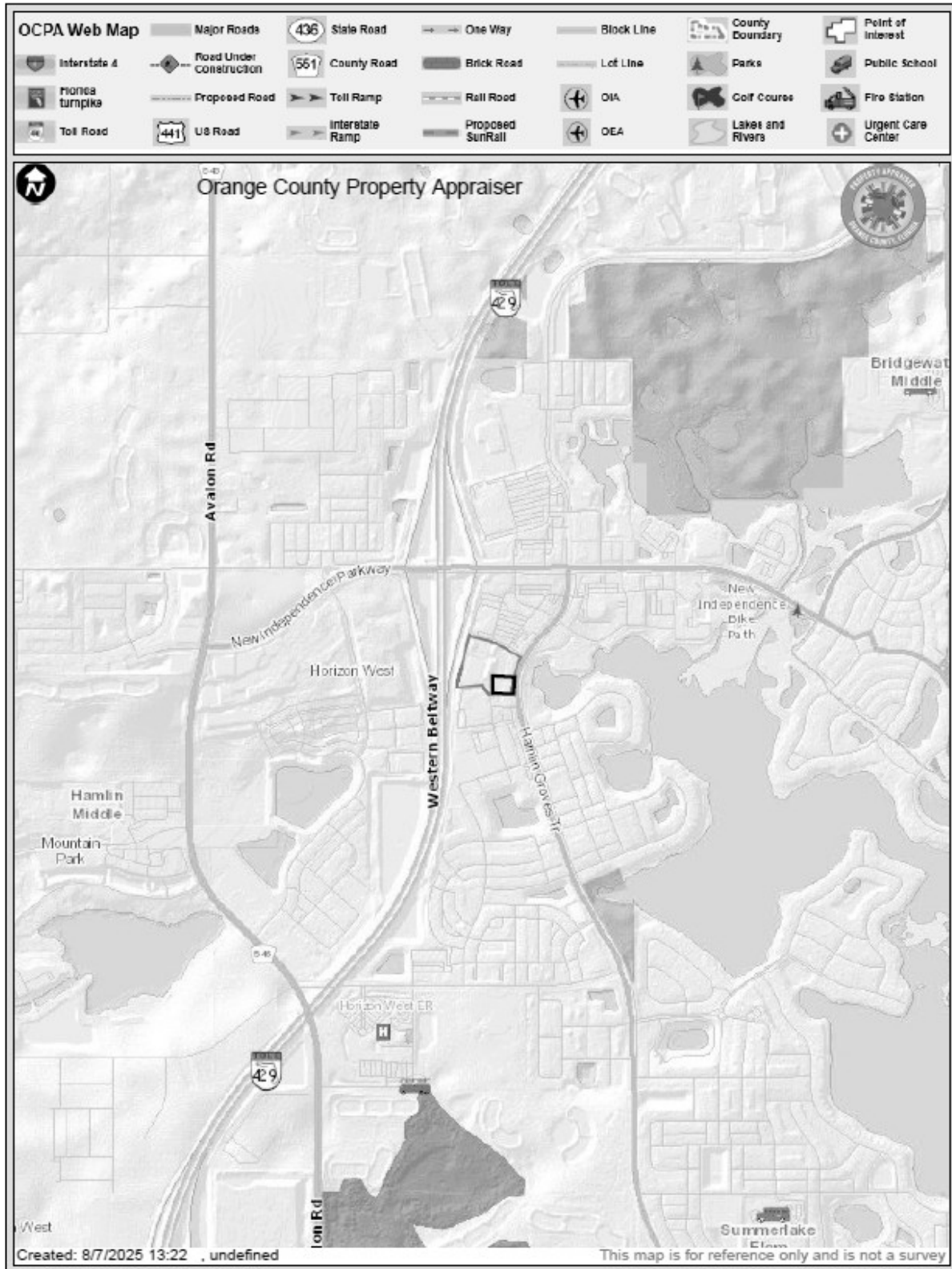


Exhibit "B"
"HAMLIN SWIG"

Parcel ID: 20-23-27-2717-01-009

Legal Description:

A PARCEL OF LAND BEING A PORTION OF LOT 1, HAMLIN SOUTHWEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 65 THROUGH 70 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND LYING IN SECTION 20, TOWNSHIP 23 SOUTH, RANGE 27 EAST, CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1 SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF HAMLIN GROVES TRAIL, PER OFFICIAL RECORDS BOOK 10416, PAGE 5782 OF SAID PUBLIC RECORDS, ALSO BEING A POINT ON A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 1012.00 FEET, WITH A CHORD BEARING OF NORTH 04°31'56" WEST, AND A CHORD DISTANCE OF 115.02 FEET; THENCE RUN NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE EAST LINE OF SAID LOT 1 AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°30'57" FOR A DISTANCE OF 115.09 FEET TO A POINT ON A NON-TANGENT LINE AND THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, RUN NORTH 87°19'53" WEST FOR A DISTANCE OF 147.77 FEET; THENCE RUN NORTH 04°16'58" EAST FOR A DISTANCE OF 104.29 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 500.00 FEET, WITH A CHORD BEARING OF NORTH 06°06'27" EAST, AND A CHORD DISTANCE OF 43.97 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°02'25" FOR A DISTANCE OF 43.98 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN SOUTH 83°34'59" EAST FOR A DISTANCE OF 142.48 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE AND A POINT ON A NON TANGENT CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 1012.00 FEET, WITH A CHORD BEARING OF SOUTH 02°39'31" WEST, AND A CHORD DISTANCE OF 138.82 FEET; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°51'57" FOR A DISTANCE OF 138.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,680 SQUARE FEET OR 0.47 ACRES, MORE OR LESS.

Exhibit "C"
"HAMLIN SWIG"
DEFICIENT SEGMENT 1
Log of Project Contributions
Avalon Road (Porter Road to New Independence Parkway)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Avalon Rd	Porter Rd - New Independence Pkwy	0.92	E	880	Widen from 2 to 4 lanes	2000	1120	\$19,418,926	\$17,339

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Avalon Rd	Porter Rd - New Independence Pkwy	0.92	E	880	1212	2000	1120	\$21,014,052

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)	Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Avalon Rd	Porter Rd - New Independence Pkwy	0.92	E	880	2000	1120	1212	-62	-\$1,595,126	\$17,339

Updated: /03/25

Existing

Proposed

Log of Project Contributions

Date	Project	Project Trips	Prop Share
Dec-18	Existing plus Committed	1212	\$21,014,868
Dec-18	The Blake at Hamlin	1	\$9,999
Dec-18	Hamlin Daycare	2	\$19,998
Dec-18	Restaurant at Hamlin NEC	1	\$9,999
Feb-19	Hamlin Active Adult Living Apartments	1	\$9,999
Feb-19	Hamlin Reserve Office-Daycare Bldg D	2	\$19,998
Feb-19	Hamlin Reserve Medical Office Bldg A&F	2	\$19,998
May-19	Taco Bell / Pizza Hut	1	\$9,999
May-19	Suntrust	1	\$9,999
Oct-19	Hamlin McCoy Federal Credit Union	1	\$11,107
Oct-19	Hamlin SWC Commercial Lot C McDonalds	2	\$22,214
Oct-19	Hamlin NWC Commercial Lot 2 Regions Bank	1	\$11,107
Oct-19	Hamlin NEC Wawa	2	\$22,214
Oct-19	Hamlin Market	2	\$22,214
Oct-19	Hamlin Family Dental	1	\$11,107
Feb-20	Hamlin Medical Office	12	\$133,284
Mar-20	Hamlin SWC Commercial Building J	3	\$33,321
Jul-20	Hamlin SW Commercial Building I	3	\$33,321
Sep-20	Hamlin SW Commercial Building F	3	\$33,321
Nov-20	Hamlin SW Commercial Building B	8	\$88,856
Nov-20	Hamlin SW Commercial Building C	8	\$88,856
Nov-20	Hamlin SW Medical Office Building D	9	\$99,983
Jun-21	Hamlin SW Medical Office Building E-1	8	\$93,376
Jun-21	Hamlin Paramount Urgent Care	5	\$58,360
Jun-21	Hamlin Ace Hardware Store	3	\$35,016
Jun-21	Hamlin Autozone	1	\$11,672
Sep-21	Hamlin Miller's Ale House	1	\$11,672
Nov-21	Hamlin Urban Air	2	\$23,344
Jan-22	Discovery Church	2	\$24,266
Jan-22	Hamlin Taco Bell	1	\$12,133
Mar-22	Hamlin Chick Fil A	1	\$12,133
Mar-22	Hamlin Wells Fargo	1	\$12,133
Apr-22	NWC Commercial Building I	3	\$36,399
Aug-23	PopStroke Hamlin	1	\$13,841
Aug-23	UR5 Building F	20	\$278,820
Aug-23	Vystar Hamlin	1	\$13,841
Aug-23	UR5 Building B	29	\$401,389
Oct-23	Hamlin Wholesale Club	33	\$456,753
Feb-24	Hamlin Tiki Docks	1	\$13,841
May-24	Hamlin HRPN Building I	6	\$88,074
Dec-24	Porter Retail at Hamlin	3	\$52,017
Dec-24	Hamlin Groves Retail	2	\$29,358
Jul-25	Hamlin Retail SWQ Building E	2	\$34,678
Backlogged Totals:		1404	\$23,446,858
Jul-25	Hamlin Swig	1	\$17,339
			\$0
			\$0
			\$0
			\$0
Totals:		1405	\$23,464,197

Exhibit “C”
“HAMLIN SWIG”
DEFICIENT SEGMENT 2
Log of Project Contributions
Avalon Road (Schofield Road to Porter Road)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Avalon Rd	Schofield Rd	Porter Rd	0.75	E	880	Widen from 2 to 4 lanes	2000	1120	\$15,830,646	\$14,135

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Avalon Rd	Schofield Rd	Porter Rd	0.75	E	880	1,268	2000	1120	\$17,922,553

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Avalon Rd	Schofield Rd	Porter Rd	0.75	E	880	2000	1120	1268	-148	-\$2,091,907	\$14,135

Updated: 7/31/25

Log of Project Contributions					
	Date	Project	Project Trips	Prop Share	
Existing	Feb-20	Existing plus Committed	1,268	\$11,481,740	
	Feb-20	Hamlin Medical Office	8	\$72,440	
	Nov-20	Hamlin SW Medical Office Building B	6	\$54,330	
	Nov-20	Hamlin SW Medical Office Building C	6	\$54,330	
	Nov-20	Hamlin SW Medical Office Building D	5	\$45,275	
	Jun-21	Hamlin Medical Office Building E-1	6	\$57,096	
	Jun-22	Hamlin Paramount Urgent Care	4	\$38,064	
	Jan-22	Discovery Church	1	\$9,891	
	Jan-22	Hamlin Taco Bell	4	\$39,564	
	Aug-23	PopStroke Hamlin	5	\$56,415	
	Aug-23	UR5 Building F	4	\$45,132	
	Aug-23	Vystar Hamlin	2	\$22,566	
	Aug-23	UR5 Building B	5	\$56,415	
	Aug-23	Hamlin SW UR5 Medical Office	6	\$67,698	
	Nov-23	WMG Dental at Hamlin	1	\$11,283	
	Feb-24	Hamlin Tiki Docks	2	\$22,566	
	Dec-24	Porter Retail at Hamlin	8	\$113,080	
	Dec-24	Hamlin TJ Maxx	3	\$42,405	
	Backlogged Totals:			1,344	\$12,290,290
	Proposed	Jul-25	Hamlin Swig	1	\$14,135
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
Totals:			1345	\$12,304,425	

Exhibit “C”
“HAMLIN SWIG”

DEFICIENT SEGMENT 3

Log of Project Contributions

New Independence Parkway (SR 529 to Hamlin Groves Trail)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
New Independence Pkwy	SR 429	Hamlin Groves Tr	0.31	E	1700	Widen from 4 to 6 lanes	2560	860	\$9,815,001	\$11,413

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
New Independence Pkwy	SR 429	Hamlin Groves Tr	0.31	E	1700	582	2560	860	\$6,642,245

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
New Independence Pkwy	SR 429	Hamlin Groves Tr	0.31	E	1700	2560	860	582	278	\$3,172,756	\$11,413

Undated- 8/14/25

Log of Project Contributions

	Date	Project	Project Trips	Prop Share
Existing	Jul-22	Existing plus Committed	582	\$6,642,366
		Backlogged Totals:	582	\$6,642,366
Proposed	Aug-25	Hamlin Swig	5	\$57,065
				\$0
				\$0
				\$0
				\$0
		Totals:	587	\$6,699,431

Exhibit “C”
“HAMLIN SWIG”

DEFICIENT SEGMENT 4

Log of Project Contributions
Summerlake Park Boulevard (Porter Road to Summerlake Groves Street)

Roadway Improvement Project Information

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Project Cost	Cost / Trip
Summerlake Blvd	Porter Rd	Summerlake Groves Street	0.80	E	880	Widen from 2 to 4 lanes	2000	1120	\$16,886,022	\$15,077

County Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Backlogged Trips	Improved Generalized Capacity	Capacity Increase	County (Backlog) Responsibility
Summerlake Blvd	Porter Rd	Summerlake Groves Street	0.80	E	880	41	2000	1120	\$618,149

Developer Share of Improvement

Planned Improvement Roadway(s)	Limits of Improvement (From - To)		Segment Length	Adopted LOS	Existing Generalized Capacity	Improved Generalized Capacity	Capacity Increase	Backlogged Trips	Capacity Increase for New Development	Remaining Project Cost	Cost / Trip
Summerlake Blvd	Porter Rd	Summerlake Groves Street	0.80	E	880	2000	1120	41	1079	\$16,267,873	\$15,077

Updated: 7/31/25

Log of Project Contributions				
	Date	Project	Project Trips	Prop Share
g	Jul-22	Existing plus Committed	19	\$228,684
	Nov-23	WVG Dental at Hamlin	1	\$12,036
	Feb-24	Hamlin Tiki Docks	3	\$36,108
	Oct-24	Stoneybrook Spirits Hamlin	8	\$96,288
	Dec-24	Windermere Cay III	4	\$51,060
	Dec-24	Porter Retail at Hamlin	6	\$90,462
Backlogged Totals:			41	\$514,638
d	Jul-25	Hamlin Swig	3	\$45,231
				\$0
				\$0
				\$0
				\$0
				\$0
Totals:			44	\$559,869