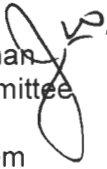




Interoffice Memorandum

May 9, 2022

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

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

SUBJECT: June 6, 2023 – Consent Item
Fourth Amendment to Town Center West (Silverleaf) Road Network Agreement
C.R. 545/Avalon Road and New Independence Parkway

The Roadway Agreement Committee has reviewed the Fourth Amendment to Town Center West (Silverleaf) Road Network Agreement C.R. 545/Avalon Road and New Independence Parkway ("Fourth Amendment") by and among Jen Florida 36, LLC, Hamlin Partners at Silverleaf, LLC, and Orange County to amend the terms of the Town Center West (Silverleaf) Road Network Agreement ("Agreement") originally approved by the Board September 1, 2020, and recorded as Document #20200467436, as amended.

Orange County's Comprehensive Plan Policy FLU 4.7.2 and Orange County Code Sec. 23-95(a)(4), which generally establishes a maximum value of \$22,500 per acre for right-of-way land acquisitions in Horizon West, do not address those circumstances where right-of-way to be conveyed is public land being conveyed between public entities. Orange County Code Sec. 23-95(a)(4) provides, in pertinent part, that "...the board may approve a different impact fee credit calculation or a different impact fee credit methodology for right-of-way, design, and/or construction for significant transportation facilities or systems (including transit or multimodal facilities or systems) necessary to provide mobility for development or redevelopment." The proposed Fourth Amendment introduces an exception to the maximum value of \$22,500 per acre within Horizon West Town Center to allow reimbursement in the form of transportation impact fee credits to the Constructing Owner for the actual purchase price of conveyed lands from Water Conserv II, a public entity jointly owned by Orange County and the City of Orlando as part of their reclaimed management facility. The actual purchase price has been set based on an appraisal, and the lands will be used for right-of-way purposes.

The Roadway Agreement Committee recommended approval of the Fourth Amendment on April 19, 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 Fourth Amendment to Town Center West (Silverleaf) Road Network Agreement C.R. 545/Avalon Road and New Independence Parkway by and among Jen Florida 36, LLC, Hamlin Partners at Silverleaf, LLC, and Orange County to provide for reimbursement in the form of transportation impact fee credits for the purchase of right-of-way at appraised value for property from Water Conserv II. District 1

JVW/tc
Attachment

BCC Mtg. Date: June 6, 2023

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

Parcel I.D. Numbers:	30-23-27-0000-00-001	30-23-27-0000-00-014
	30-23-27-0000-00-004	30-23-27-2699-01-000
	30-23-27-0000-00-006	30-23-27-2699-02-000
	30-23-27-0000-00-013	

FOURTH AMENDMENT TO
TOWN CENTER WEST (SILVERLEAF) ROAD NETWORK AGREEMENT
C.R. 545/AVALON ROAD
AND
NEW INDEPENDENCE PARKWAY

THIS FOURTH AMENDMENT TO THE TOWN CENTER WEST (SILVERLEAF) ROAD NETWORK AGREEMENT (the “**Fourth Amendment**”), is effective as of the last date of execution by the parties hereto (the “**Effective Date**”), and is made and entered into by and among **JEN FLORIDA 36, LLC**, a Florida limited liability company (the “**Jen Florida**”), **HAMLIN PARTNERS AT SILVERLEAF, LLC**, a Florida limited liability company (“**Hamlin Partners**”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, 201 S. Rosalind Avenue, Orlando, Florida 32802-1393 (“**County**”).

WITNESSETH:

WHEREAS, Jen Florida, Hamlin Partners and County are parties to that certain Town Center West (Silverleaf) Road Network Agreement approved by the County Board of County Commissioners on September 1, 2020 and recorded at Doc# 20200467436, as amended by that certain First Amendment recorded July 20, 2021 at Doc# 20210435632, as amended by that certain Second Amendment recorded June 23, 2022 at Doc# 20220390118, and as amended by that certain Third Amendment recorded December 16, 2022 at Doc# 20220757096 (collectively the “**Silverleaf Road Agreement**”); and

WHEREAS, Jen Florida and Hamlin Partners, as the Constructing Owners under the Silverleaf Road Agreement, are responsible for certain roadway Improvements; and

WHEREAS, Orange County and the City of Orlando, as part of their reclaimed water management facility known as “Water Conserv II”, jointly own certain real property in Orange County for purposes of the Water Conserv II project; and

WHEREAS, completion of the Improvements requires the acquisition of certain Water Conserv II land for road right-of-way (“**Conserv ROW**”); and

WHEREAS, Orange County Code §23-95(a)(4) provides, in pertinent part, that for impact fee eligible improvements in Horizon West, the "...credit for the right-of-way shall be limited to twenty-two thousand five hundred dollars (\$22,500.00) per acre..."; and

WHEREAS, the Silverleaf Road Agreement, paragraph 21(d), provides that "...the value of any Conveyed Lands to be conveyed by Owner to County, in return for Credits shall be based upon an agreed-upon fair market value of \$22,500.00 per acre.."; and

WHEREAS, the \$22,500.00 per acre maximum value, expressed in the Silverleaf Road Agreement and in Orange County Code §23-95(a)(4), is consistent with the County's policy in its Comprehensive Plan, FLU 4.7.2 "Town Center – Development Linkage and Timing", which sets a maximum value for a developer's conveyance of right-of-way as part of a developer's agreement with the County; and

WHEREAS, the County's policy setting a maximum value for conveyed right-of-way addresses those circumstances where the County's approval of future development might cause the value of private lands, later to be conveyed to the County for right-of-way, to increase as a result of such future development and accompanying entitlements; and

WHEREAS, the County's policy does not address those circumstances where the right-of-way to be conveyed is not private land subject to the County's development approvals, but rather public land being conveyed between public entities; and

WHEREAS, in this instance, the acquisition of Conserv ROW is not a conveyance from a private party to the County, but rather a conveyance between public entities funded by the Constructing Owners; and

WHEREAS, Orange County Code §23-95(a)(4) provides, in pertinent part, that "...the board may approve a different impact fee credit calculation or a different impact fee credit methodology for right-of-way, design, and/or construction for significant transportation facilities or systems (including transit or multimodal facilities or systems) necessary to provide mobility for development or redevelopment"; and

WHEREAS, the necessary process to obtain Conserv ROW requires that the Conserv ROW be declared surplus property and sold based upon a specific appraisal process; and

WHEREAS, the appraisal process will likely result in the Conserv ROW having an appraised value greater than \$22,500.00 per acre.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Jen Florida, Hamlin Partners, and County (collectively the "**Parties**") hereby agree to amend the Silverleaf Road Agreement as follows:

1. **Recitals/Defined Terms.** The foregoing recitals are true and correct and are incorporated herein by reference. All capitalized terms used in this Fourth Amendment not otherwise defined herein shall have the meanings ascribed to them in the Silverleaf Road Agreement.

2. **Value of Conveyed Lands.** Section 21(d) of the Silverleaf Road Agreement is amended to add the following:

“Notwithstanding the foregoing, to the extent that any Conveyed Lands are Conserv ROW, the Parties agree that such Constructing Owner shall be entitled to Credits equal to the actual purchase price paid by the Constructing Owner for the Conserv ROW.”

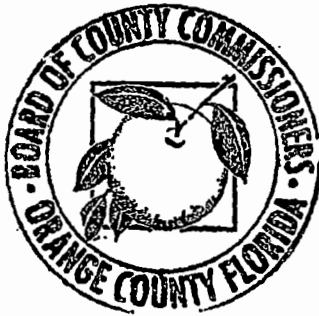
3. **No Joinder by Other Owners.** Because there is no proposed change to the scope of Improvements, the number of Vested Trips, or the timing and method of payment of Fair Share, there will be no adverse impact to other Owners subject to the Silverleaf Road Agreement and the joinder of such Owners to this Fourth Amendment shall therefore not be required.

4. **Recordation of Fourth Amendment.** Hamlin Partners shall record an executed original of this Fourth Amendment, at no expense to County, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

5. **Counterparts.** This Fourth Amendment may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

6. **Ratification.** Other than as amended pursuant to the terms of this Fourth Amendment, the Silverleaf Road Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Jen Florida, Hamlin Partners, and County have caused this Fourth Amendment to be duly executed by their respective 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: June 6, 2023

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

By: *Jennifer Lara-Klimetz*
Deputy Clerk

Print: Jennifer Lara-Klimetz

WITNESSES:

[Signature]
Print Name: Donald Edwards

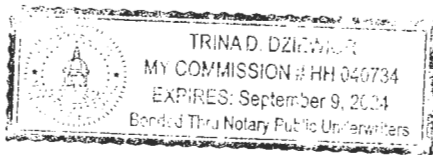
[Signature]
Print Name: James P. Dunn

JEN FLORIDA 36, LLC, a Florida limited liability company

[Signature]
By: _____
Print Name: Richard Jerman
Title: Manager

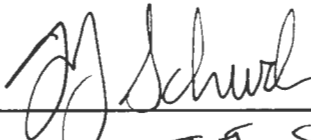
STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization, this 4TH day of MAY, 2023 by Richard Jerman, as Manager of Jen Florida 36, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ as identification.

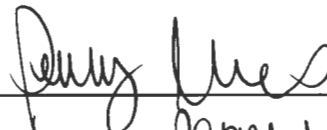


[Signature]
(Signature of Notary Public)
Print Name: Trina D Dziewiar
Notary Public, State of Florida
Commission No.: HH040734
My Commission Expires: 9/9/2024

WITNESSES:



Print Name: T.S. Schwab



Print Name: Penny Nunes

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

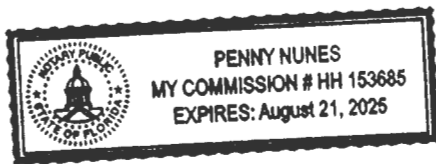
By: BK Hamlin Partners Southwest, LLC,
a Florida limited liability company, its
Manager

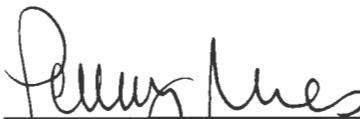
By: 

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 5th day of May, 2023 by Scott T. Boyd, as Manager of BK Hamlin Partners Southwest, LLC, a Florida limited liability company, as Manager 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: _____