

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

**Tax Parcel I.D.: Numbers:
30-23-27-0000-00-013;
30-23-27-0000-00-014;
30-23-27-0000-00-006**

HAMLIN 30 PD

ADEQUATE PUBLIC FACILITIES AND ROAD NETWORK AGREEMENT

THIS HAMLIN 30 PD ADEQUATE PUBLIC FACILITIES AND ROAD NETWORK AGREEMENT (the "Agreement"), is effective as of the last date of execution by the parties hereto (the "Effective Date"), and is made and entered into between HAMLIN PARTNERS AT SILVERLEAF, LLC , a Florida limited liability company (between "Owner"), whose mailing address is 14422 Shoreside Way, Suite 130, Winter Garden, Florida 34787, 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").

RECITALS:

A. Owner is the fee simple owner of the real property depicted and identified by Parcel Identification Number on the project location map attached as Exhibit "A" and more particularly described on Exhibit "B", both of which exhibits are attached hereto and incorporated herein by reference (collectively the "Property").

B. The Property is located within the Specific Area Plan for The Town Center Village in the Horizon West Planning Area as adopted by the County (the "SAP").

C. Owner intends for the Property to be developed for a mix of uses in accordance with the residential and nonresidential development program identified in the SAP and the Traffic Study (the "Project").

D. The parties have agreed that this Agreement shall constitute both (i) the road network agreement required under the Town Center West Road Term Sheet adopted by the BCC on August 25, 2015 (the "Term Sheet") for the PD Property, a copy of which is on file with the COUNTY's Transportation Planning Division, and (ii) the developer's agreement required by Section 30-712(b) of Division 2 of Chapter 30, Article XIV, of the Orange County Code (the "APF/TDR Ordinance") for the PD Property.

E. OWNER's fair share contribution towards the Improvements (as defined in the Term Sheet) required for the PD Property will be paid in accordance with the terms and conditions of this Agreement, and this Agreement sets forth the terms, conditions, and agreements among the COUNTY and OWNER with respect to the fair share payment, transportation impact fee credits, and vesting related to the PD Property in a manner consistent with the Traffic Study, SAP, and in general conformance with the Term Sheet.

F. In accordance with the APF/TDR Ordinance, OWNER is required to provide 4.71 acres of adequate public facilities ("APF") land based on the PD Property containing approximately 24.04 acres of net developable land.

G. As shown on the PD UNP and in accordance with the APF/TDR Ordinance, OWNER will provide .1 acre(s) of APF land (the "APF Land") to County, and satisfy its APF deficit of 4.61 acres in accordance with the terms of Section 7 of this Agreement below, which shall satisfy the entire APF obligation of OWNER.

H. The BCC will consider for approval this Agreement with its approval of the Hamlin 30 PD UNP.

NOW THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Recitals.** The above recitals are true and correct and are hereby incorporated as material provisions of this Agreement by this reference.

2. **Road Network Deficiency and Fair Share Cost Analysis.**

2.1 **Road Network Deficiency.** Pursuant to that certain Hamlin 30 PD Traffic Study dated February 2023, prepared by VHB, which study was accepted by the COUNTY on March 31, 2023, a copy of which is on file with the COUNTY's Transportation Planning Division, development of the Property for the Project is projected to significantly impact deficient segments of those County roads as more particularly set forth in Table 3 of the Traffic Study. The Property constitutes all of the developable land identified in the Traffic Study.

2.2 Fair Share Cost Analysis; Vested Trips. As described in the Fair Share Cost Analysis set forth in Table 5 of the Traffic Study, the cost contribution of the Property attributable to the Project is \$694,613.00 (the "**Fair Share**"), a copy of which Table 5 is attached hereto as **Exhibit "C"** and incorporated herein by this reference.

2.3 Vested Trips. The Traffic Study determined that the Project will generate 496 net PM peak hour two-way vehicular trips ("**Vested Trips**").

2.4 Use of Fair Share. OWNER has no objection to COUNTY's use of the Fair Share for roadway improvements where the COUNTY's use of the Fair Share supports infrastructure within the Town Center in the Horizon West Special Planning Area (the "**Town Center**").

3. Timing and Method of Payment of Fair Share. OWNER shall pay the full amount of the Fair Share prior to final approval of the initial plat of the Property. Payment of the Fair Share shall be made to Shutts & Bowen LLP, a Florida limited liability partnership, in its capacity as Escrow Agent ("**Escrow Agent**") pursuant to the Amended and Restated Escrow Agreement for Town Center West (Silverleaf) Road Network Agreement approved by the County Board of County Commissioners on July 13, 2021 (the "**Escrow Agreement**"). Escrow Agent shall receive and disburse the Fair Share in compliance with the terms of the Escrow Agreement. Contact information for Escrow Agent is as follows:

Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801
Attn: James G. Willard
Email: jwillard@shutts.com
Phone: 407/423-3200

4. **Vested Trip Allocation, Concurrency Compliance, and Impact Fee Credits.**

4.1 Vested Trip Allocation. Upon payment of the Fair Share by OWNER or any successor to OWNER, the COUNTY shall assign to such party the corresponding Vested Trips.

4.2 Concurrency Satisfaction. Upon payment of the Fair Share to Escrow Agent pursuant to paragraph 3, above, the Property shall be considered to have satisfied COUNTY transportation concurrency requirements for development not to exceed the number of Vested Trips.

4.3 Impact Fee Credits. Upon payment of any portion of the Fair Share to the COUNTY, the party paying such Fair Share shall be entitled to receive transportation impact fee credits ("**Credits**") in an amount equal to the Fair Share payment made. COUNTY shall establish a transportation impact fee credit account for

the benefit of each such party. Within forty-five (45) days after payment of the Fair Share, COUNTY shall award such Credits.

5. **Conveyance of APF Land by OWNER.** OWNER shall convey the APF Land to the COUNTY as follows:

5.1 **APF Right-of-Way.** Right-of-way in fee simple for the following transportation improvements/roads (depicted as APF ROW on the PD UNP) (“APF ROW”):

<u>APF LAND TYPE</u>	<u>ACREAGE</u>
Schofield Road ROW	Approximately .0925 acres
Valencia Parkway/Schofield Road Corner Cut	<u>Approximately .007 acres</u>
TOTAL APF ACREAGE	<u>.1 acre</u>

See sketch attached as Exhibit “D” for illustrative purposes.

6. **APF Deficit.** The APF Ratio requires that OWNERS convey to COUNTY approximately 4.71 acre(s) of APF Land. This Agreement provides for conveyance of approximately .1 acre(s) of APF Land, thereby creating a 4.61 acre APF deficit.

7. **Satisfaction of APF Deficit.** Prior to final COUNTY approval of the initial plat of the Property, OWNER shall satisfy the APF deficit of 4.61 acres by either (i) acquiring 4.61 acres of APF acreage credits from an APF surplus owner in Town Center SAP or, at OWNERS’ election and in accordance with the APF/TDR ordinance, (ii) paying to COUNTY the then current APF fee (which is currently \$52,403.97 per acre for the 4.61 acre deficit for a current total of \$241,582.30), to account for the APF deficit, representing OWNER’s full and final APF contribution for the PD Property (the “APF Fee”). If APF acreage credits are acquired from an APF surplus owner in Town Center SAP, the acquired APF acreage credits shall be delivered by OWNER to COUNTY for cancellation on the appropriate records of COUNTY prior to COUNTY approval of the plat. If payment is made to the COUNTY for the APF deficit, OWNER understands and agrees that payment of the APF Fee by OWNER shall occur prior to COUNTY approval of the initial plat.

8. **Conveyance Procedure.**

8.1 **APF ROW.** The conveyance of the APF ROW shall be in fee simple by plat dedication on the initial plat of the Property.

8.2 **Value of APF Land and Entitlement to Impact Fee Credits.** The APF/TDR Ordinance contemplates the OWNER’s entitlement to obtain impact fee credits for certain APF Land conveyances, in accordance with Chapter 23 of the Orange County Code (the “Impact Fee Ordinance”) and as further described in Section 10 below.

9. **Refinement of Size and Location of APF Land.** The size and location of the APF Land as depicted on the PD UNP are approximate, although the final size and location shall be substantially similar to those shown on the PD UNP. The dimensions and location(s) for a particular component of the APF Land shall be finalized by COUNTY and OWNER prior to COUNTY approval of the preliminary subdivision plan or development plan for the PD Property, which will include the APF Land, and shall be in full compliance with this Agreement. COUNTY and OWNER agree that the legal descriptions used to convey the APF Land to COUNTY may be revised based upon final engineering.

10. **Award of Impact Fee Credits for APF Land.**

10.1 **Award.** In accordance with Policy 4.2.1 of the Future Land Use Element of the COUNTY's Comprehensive Plan, the APF/TDR Ordinance, and Article IV of Chapter 23 of the Orange County Code (the "Transportation Impact Fee Ordinance"), OWNER is entitled to obtain transportation impact fee credits at the rate of \$22,500.00 per acre (or such higher amount as may be approved by the BCC following execution of this Agreement but prior to conveyance) for the conveyance of its portion of the APF ROW. For informational and illustrative purposes only, the amount of transportation impact fee credits expected to be received by OWNER from COUNTY for the conveyance of an expected .1 acre of APF ROW, at the rate of \$22,500.00 per acre, is \$2,250.00.

10.2 **Deductions.** For purposes of the foregoing, COUNTY shall make deductions from an OWNER's impact fee credit account from time to time only upon receipt of written direction from OWNER (or from such person or entity to whom OWNER expressly may assign this authority, in writing, in the future), to effect the particular deduction.

10.3 **Assignment.** Nothing herein shall prevent OWNER from assigning impact fee credits as provided for in Chapter 23 of the Orange County Code as it may be amended from time to time.

10.4 **Credit Balance Refund.** Notwithstanding anything in the foregoing seemingly to the contrary, to the extent that OWNER pays impact fees to the COUNTY "under protest" in connection with the development of the PD Property and there is thereafter an impact fee credit balance created in favor of OWNER pursuant to above, then upon reasonable request and in compliance with the Orange County Code and its usual procedures, the COUNTY shall refund such impact fees to OWNER (or to such person or entity to whom OWNER expressly may assign the right to receive such refund) and shall make deduction from the appropriate impact fee credit account in the amount of any such refund. This Agreement shall serve as the agreement contemplated by Section 23-95(d) of the Orange County Code for the refund of such impact fees.

11. **Recording.** Within thirty (30) days after the Effective Date, this Agreement shall be recorded in the Public Records of Orange County, Florida, at OWNER's expense.

12. **Limitation of Remedies.** COUNTY and OWNER expressly agree that the consideration, in part, for each of them entering this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

12.1 **Limitations on COUNTY's Remedies.** Upon any failure by OWNER to perform any obligation under this Agreement, COUNTY shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) the withholding of development permits and other approvals and/or permits in connection with the Project and/or the PD Property; or
- (iv) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops COUNTY from exercising its power of eminent domain with respect to the APF Land and/or any portion of the PD Property as COUNTY may lawfully elect.

12.2 **Limitations on OWNER's Remedies.** Upon any failure by COUNTY to perform any obligation under this Agreement, OWNER shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of OWNER; or
- (iv) any combination of the foregoing.

All parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by another party. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

13. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit and burden of the parties hereto and their respective heirs, successors, and assigns and shall run with title to the PD Property and be binding upon any person, firm, corporation, or other entity acquiring any interest in all or any portion of the PD Property.

14. **Severability.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor 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.

15. **Notices.** Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered (whether or not actually received) (i)

when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other parties delivered in accordance herewith.

COUNTY: Orange County, Florida
c/o County Administrator
Post Office Box 1393
Orlando, Florida 32802-1393

With copies to: Orange County Planning, Environmental,
and Development Services Department
Manager, Planning Division
Post Office Box 1393
Orlando, Florida 32802-1393

Orange County Planning, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-8070

OWNER: Hamlin Partners at Silverleaf, LLC
Attn: Scott T. Boyd
14422 Shoreside Way, Suite 130
Winter Garden, Florida 34787

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

16. **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors, and assigns.

17. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

18. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the others merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation hereof. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

19. **Attorneys' Fees.** Each party to this Agreement agrees to bear its own attorneys' fees and costs in connection with all actions to be undertaken in compliance with, and enforcement of, this Agreement.

20. **Survival.** The obligations of this Agreement shall survive the conveyance of the APF Land to COUNTY.

21. **Amendment.** No amendment, modification, or other change to this Agreement shall be binding upon the parties unless in writing and formally executed in the same manner as this Agreement.

22. **Entire Agreement.** This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.

23. **Counterparts.** This Agreement may be executed in up to three (3) counterparts, each of which taken together shall constitute one and the same instrument and any party or signatory hereto may execute this Agreement by signing any such counterpart.

24. **Authority to Contract.** The execution of this Agreement has been duly authorized by the appropriate body or official of each party hereto.

25. **Termination; Effect of Annexation.** This Agreement shall remain in effect so long as the PD Property remains in unincorporated Orange County, Florida, unless the parties terminate it, in writing, with the same formality as its execution. If any portion of the PD Property is proposed to be annexed into a neighboring municipality, COUNTY may, in its sole discretion, terminate this Agreement upon notice to OWNER.

26. **Utilities.** This Agreement does not address utility requirements. The OWNER shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines for the PD Property.

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.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Print: _____

WITNESS #1

[Signature]
Signature
ALEXANDER PANTALEON
Print Name

Mailing Address: 14422 Shoreline Way #130
City: Winter Garden State: FL
Zip Code: 34787

WITNESS #2

[Signature]
Signature
Heather Easterling
Print Name

Mailing Address: 14422 Shoreline Way #130
City: Winter Garden State: FL
Zip Code: 34787

OWNER

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

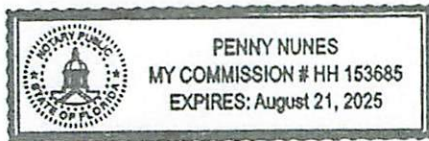
By: BK HAMLIN PARTNERS SOUTHWEST, LLC, a Florida limited liability company, its Manager

[Signature]
By: Scott T. Boyd, Manager

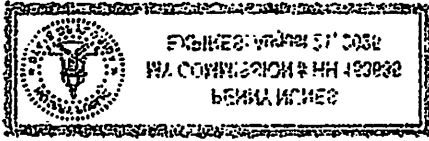
Date: 12/18/23

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 18th day of December, 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]
(Signature of Notary Public)
Print Name: Penny Nunes
Notary Public, State of Florida
Commission No.: HH 153685
My Commission Expires: 8-21-25



100-441101

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Exhibit "A"

"HAMLIN 30 PD ROAD NETWORK AGREEMENT"

Project Location Map

Parcel ID Numbers: 30-23-27-0000-00-013; 30-23-27-0000-00-014; 30-23-27-0000-00-006

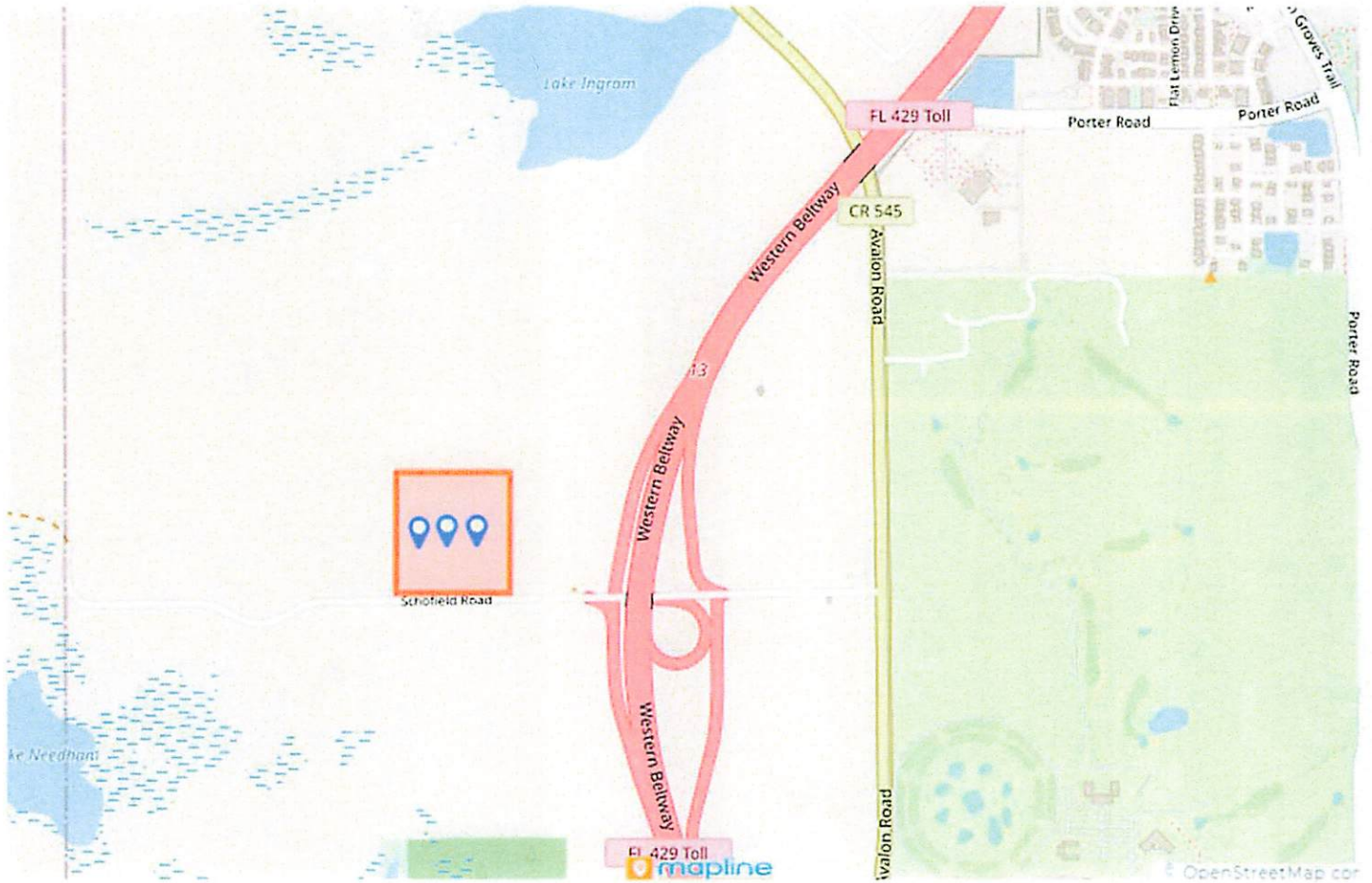


Exhibit "B"

"HAMLIN 30 PD ROAD NETWORK AGREEMENT"

Legal Description:

PARCEL 1:

The West 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 23 South, Range 27 East, less the South 30 feet thereof, Orange County, Florida.

PARCEL 2:

The East 330 feet of the West 660 feet of the Southwest 1/4 of the Southeast 1/4 of Section 30, Township 23 South, Range 27 East, less the South 30 feet thereof, Orange County, Florida.

PARCEL 3:

West 330 feet of the East 660 feet of the SW1/4 of the SE1/4, Section 30, Township 23 South, Range 27 East, Less South 30 feet for Road, Orange County, Florida.
Contains 9.86 acres more or less.

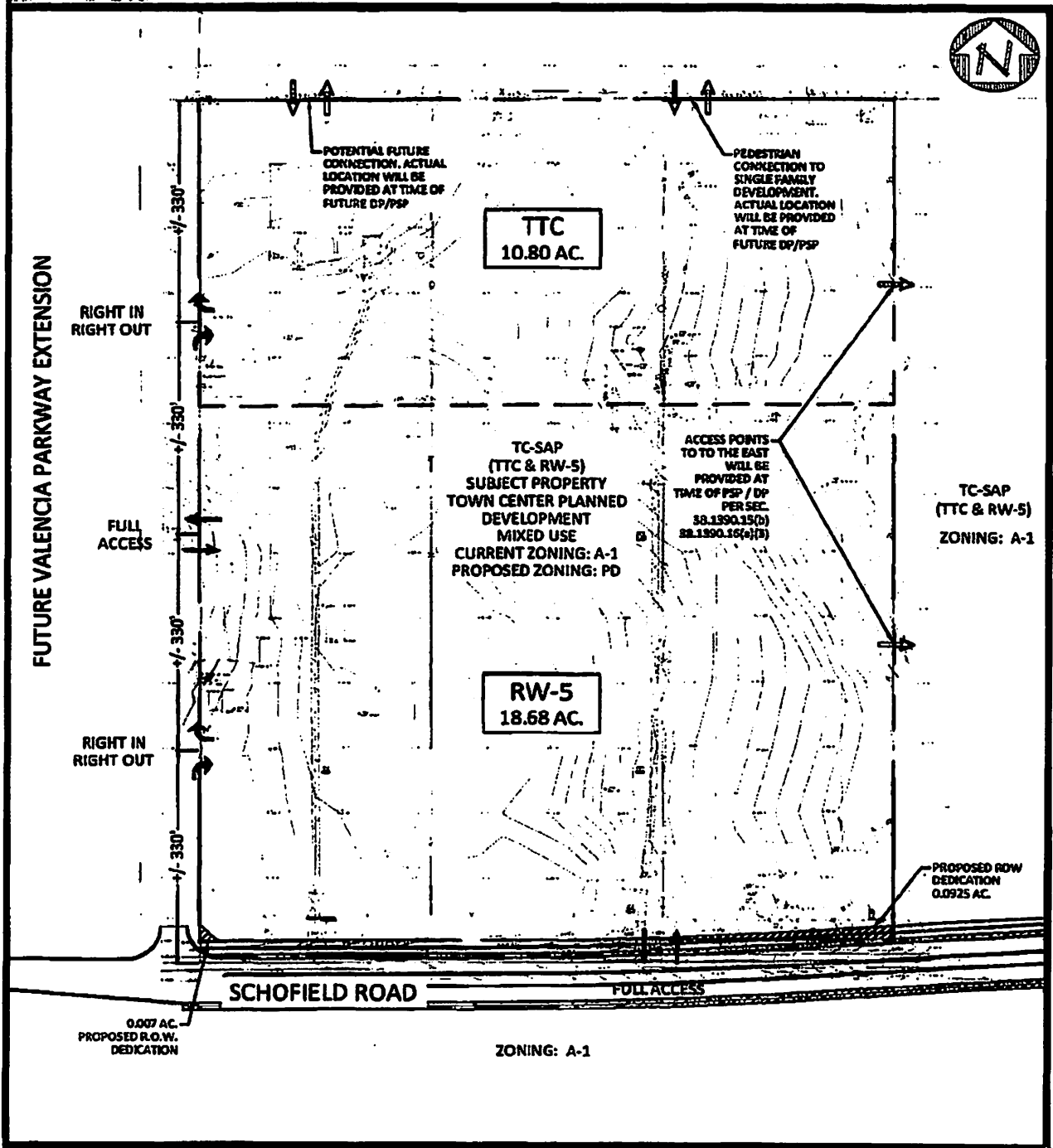
Exhibit "C"



Table 5: Fair Share Estimate

Roadway / Segment	ID	New Project Trips	Segment Length	Existing Generalized Capacity	Type of Improvement	Improved Generalized Capacity	Capacity Increase	Total Roadway Project Cost	Cost / Trip	Fair Share Estimate
Avalon Rd										
Schofield Rd to Porter Rd	25.8	40	0.75	880	Widen from 2 to 4 lanes	2,000	1,120	\$12,636,915	\$11,283	\$ 451,320
Porter Rd to New Independence Pkwy	26	13	0.92	880	Widen from 2 to 4 lanes	2,000	1,120	\$14,768,347	\$13,841	\$ 179,933
Old YMCA Rd										
Lake Hickory Nut Dr to Avalon Rd	535	8	0.47	800	Widen from 2 to 4 lanes	1,800	1,000	\$ 7,919,133	\$ 7,920	\$ 63,360
									TOTAL	\$ 694,613

Exhibit "D"
"CONVEYED LANDS"



KELLY, COLLINS & GENTRY, INC.	Scale: 1" = 200'	HAMLIN 30 PD
	Date: 03-17-2023	
	S: 30 T: 23S R: 27E	
	Job #: XXXX.XX	
ENGINEERING / PLANNING	Drawn by: DSR	Exhibit: RIGHT OF WAY DEDICATION
	Appvd. by: JAB	Source: ORANGE COUNTY, FL
		Area: ORANGE COUNTY, FL
		1 of 1