

PREPARED BY AND AFTER
RECORDING RETURN TO:
James G. Willard, Esquire
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

**TERMINATION OF NEW INDEPENDENCE PARKWAY
RIGHT-OF-WAY CONVEYANCE AND CONSTRUCTION AGREEMENT**

WHEREAS, ORANGE COUNTY, FLORIDA, a charter County and political subdivision of the State of Florida, having a mailing address of P.O. Box 1393, 201 S. Rosalind Avenue, Orlando, Florida 32802 (“**County**”) and **HAMLIN LAND PARTNERS, LLC**, a Florida limited liability company, formerly known as **SLF IV/BOYD HORIZON WEST JV, LLC**, a Delaware liability company (“**Owner**”), entered in that certain **NEW INDEPENDENCE PARKWAY RIGHT OF-WAY CONVEYANCE AND CONSTRUCTION AGREEMENT** recorded in the Public Records of Orange County, Florida on December 13, 2011, at OR Book 10306, Page 1333, Orange County Public Records (the “**Agreement**”); and

WHEREAS, the obligations of Owner pursuant to the Agreement have been completed in all respects, including the contemplated right-of-way conveyances and completion of construction of New Independence Parkway (as defined in the Agreement); and

WHEREAS, the parties now wish to acknowledge the completion and satisfaction of all obligations under the Agreement and terminate the same of record.

NOW, THEREFORE, County and Owner hereby acknowledge and agree that all obligations under the Agreement have been fulfilled, including, but not limited to:

- (i) All Impact Fee Credits pursuant to Section 4.6 of the Agreement have been received and there are no further Credits due thereunder.
- (ii) The Parkway has been fully constructed and all landscaping and irrigation within the Parkway right-of-way is maintained by the Hamlin Property Owners Association, Inc. (the “**Association**”) pursuant to a Use Agreement with Orange County recorded July 15, 2013, at Document No.: 20130368099 (the “**Use Agreement**”).
- (iii) The street lighting along the Parkway is currently, and will continue to be, maintained by the Association in accordance with the Use Agreement.

WHEREFORE, Owner and County have executed this Agreement as of the date first set forth above and agree that a signed copy hereof shall be recorded in the Orange County Public Records.

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

OWNER

HAMLIN LAND PARTNERS, LLC, a
Delaware limited liability company, formerly
known as **SLF IV/BOYD HORIZON WEST
JV, LLC**,

By: **BOYD HORIZON WEST, LLC**, a
Florida limited liability company, its
Manager

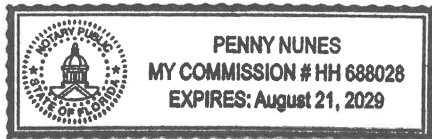
By: 
Ken L. Kupp, President

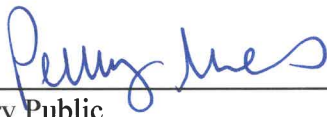
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, by means of physical presence or
 online notarization, this 6th day of April, 2026, by Ken L. Kupp, as President
of **BOYD HORIZON WEST, LLC**, a Florida limited liability company, the Manager of
HAMLIN LAND PARTNERS, LLC, a Delaware limited liability company f/k/a **SLF IV/BOYD
HORIZON WEST JV, LLC**, on behalf of said entity, who is personally known to me OR
 has produced _____ as identification and did/did not
take an oath.

[AFFIX NOTARY SEAL]




Notary Public

Penny Nunes
Print Name

My Commission Expires: 8/21/29