



Orange County Government

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

Legislation Text

File #: 25-137, **Version:** 1

Interoffice Memorandum

DATE: January 7, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT: Jon V. Weiss, P.E., Chairman

PHONE: (407) 836-5393

DIVISION: Roadway Agreement Committee

ACTION REQUESTED:

Approval and execution of First Amendment to Proportionate Share Agreement for Stoneybrook Spirits Hamlin Avalon Road/CR 545 and Summerlake Park Boulevard by DNC Hamlin Holdings, LLC and Orange County providing for a proportionate share payment in the amount of \$120,616 to be directed to the Escrow Agent and utilized towards the completion of Avalon Road/CR 545 improvements pursuant to the terms of 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 the First Amendment to Proportionate Share Agreement for Stoneybrook Spirits Hamlin Avalon Road/CR 545 and Summerlake Park Boulevard (the "First Amendment") by DNC Hamlin Holdings, LLC and Orange County to amend the certain terms of the Proportionate Share Agreement for Stoneybrook Spirits at Hamlin (the "PS Agreement") approved by the Board on May 23, 2023, recorded as Doc# 20230302750, Public Records of Orange County, Florida.

The initial Proportionate Share Payment (the "PS Payment") in the amount of \$156,911 was paid in November 2023, subsequently allowing for the approval of the associated Capacity Encumbrance Letter (CEL) application. The CEL approval has since expired. Associated with renewal of the CEL, the County's analysis of traffic deficiencies determined a new failing roadway to be addressed, resulting in the need for an additional PS payment (the "Additional PS Payment") in the amount of

\$120,616. The proportionate share payment is due within 90 days of the effective date of this First Amendment.

The First Amendment serves for the mitigation of road impacts for eight additional deficient trips on the road segment of Summerlake Park Boulevard from Porter Road to Summerlake Groves Boulevard in the amount \$15,077 per trip and the issuance of a CEL approval letter as stipulated under the terms of the PS Agreement.

Consistent with the terms of the original PS Agreement, the original PS Payment and future transportation impact fees were to be directed to the Escrow Agent to be utilized towards the completion of the Avalon Road/CR 545 improvements pursuant to the terms of the Amended and Restated Escrow Agreement for Town Center West (Silverleaf). It is requested that the Additional PS Payment also be directed to the Escrow Agent. The Escrow Agent, Shutts & Bowen, LLP has executed a Joinder and Consent to the First Amendment.

The Roadway Agreement Committee recommended approval on December 11, 2024. 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.

BUDGET: N/A

BCC Mtg. Date: January 28, 2025

PREPARED BY AND RETURN TO:

**JAMES G. WILLARD, ESQUIRE
SHUTTS & BOWEN LLP
300 SOUTH ORANGE AVENUE, SUITE 1600
ORLANDO, FLORIDA 32801**

Parcel I.D. Number 29-23-27-2716-01-002

**FIRST AMENDMENT TO PROPORTIONATE SHARE AGREEMENT
FOR STONEYBROOK SPIRITS HAMLIN
AVALON ROAD/CR 545 AND SUMMERLAKE PARK BOULEVARD**

THIS FIRST AMENDMENT TO PROPORTIONATE SHARE AGREEMENT FOR STONEYBROOK SPIRITS HAMLIN (the "First Amendment"), is made and entered into by DNC HAMLIN HOLDINGS, LLC, whose mailing address is 16100 Marsh Road, #201, Winter Garden, Florida 34787 (Owner"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, Owner is the fee simple owner of certain real property (the "Property") which was the subject of that certain Proportionate Share Agreement entered into between Owner's predecessor in title, Hamlin Retail Partners East Porter Road, LLC, and County recorded May 31, 2023 at Doc# 20230302750, Public Records of Orange County, Florida (the "PS Agreement"); and

WHEREAS, notwithstanding payment by Owner to County of the initial PS Payment in the amount of One Hundred Fifty-Six Thousand Nine Hundred Eleven and 00/100 Dollars (\$156,911.00) called for in the PS Agreement, the CEL for the Property, No. CEL-22-11-107, has expired and the current County analysis of traffic deficiencies required to be addressed has indicated the need for an additional payment of One Hundred Twenty Thousand Six Hundred Sixteen and 00/100 Dollars (\$120,616.00) by Owner to County due to a deficiency of 8 project trips on Summerlake Park Boulevard from Porter Road to Summerlake Groves Street.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner and County hereby agree to amend the PS Agreement as follows:

1. Recitals; Defined Terms. Unless otherwise defined in this First Amendment, all capitalized terms used herein shall have the meanings ascribed to them in the PS Agreement.

2. Additional PS Payment; CEL.

2.1 Additional PS Payment. In addition to the initial PS Payment previously paid in the amount of One Hundred Fifty-Six Thousand Nine Hundred Eleven and 00/100 Dollars (\$156,911.00), Owner agrees to pay to County an additional PS Payment (the **"Additional PS Payment"**) of One Hundred Twenty Thousand Six Hundred Sixteen and 00/100 Dollars (\$120,616.00) as a result of a current transportation analysis determining that Owner's Project contributes 8 deficient trips to that portion of Summerlake Park Boulevard from Porter Road to Summerlake Groves Street, as set forth in the log of project contributions attached hereto as **Exhibit "A"**.

2.2 Timing of Additional PS Payment; Issuance of CEL. Within ninety (90) days following the Effective Date, Owner shall deliver a check to County in the amount of the Additional PS Payment. The check shall be made payable to the Escrow Agent and delivered in accordance with the terms of Section 2(b) of the PS Agreement.

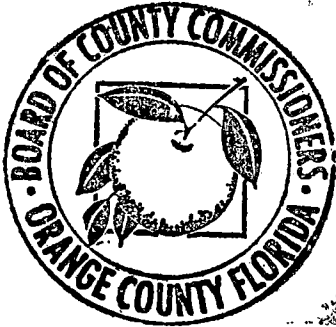
3. Revised Notice Address for Owner. Section 5 of the PS Agreement is hereby amended to replace the name and address of the Owner as follows:

As to Owner: DNC Hamlin Holdings, LLC
 16100 Marsh Road, #201
 Winter Garden, Florida 34787

4. Incorporation of PS Agreement Terms. Other than as specifically amended by the terms of this First Amendment, all other terms and conditions of the PS Agreement shall remain unchanged and in full force and effect.

"COUNTY"

ORANGE COUNTY, FLORIDA



By: Board of County Commissioners

By: Bryan W. Brooks
for Jerry L. Demings,
Orange County Mayor

Date: 28 January 2025

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

By: Jennifer Lara-Klimetz
62 Deputy Clerk

Print Name: Jennifer Lara-Klimetz

WHEREFORE, the parties have executed this First Amendment on the day and year set forth below.

WITNESSES:

Matthew White
Signature of Witness

Print Name: Matthew White

Mailing Address: 3004 Daniels Rd
Winter Garden, FL 34787

[Signature]
Signature of Witness

Print Name: SHARDA CHURAMAN

Mailing Address: 840 S Grand Highway
Apt 83 C Clermont FL 34711

"OWNER"

DNC HAMLIN HOLDINGS, LLC

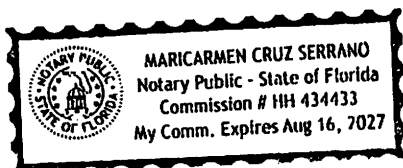
By: Candace A. Itwaru

Print Name: CANDACE A. ITWARU

Its: 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 26 day of November, 2024 by Candace A. Itwaru, as Manager of DNC Hamlin Holdings, LLC, on behalf of the corporation. He is ☐ personally known to me, or ☒ has produced FL License as identification.



Maricarmen Cruz Serrano
(Signature of Notary Public)
Print Name: Maricarmen Cruz Serrano
Notary Public, State of Florida
Commission No.: HH 434433
My Commission Expires: 08/16/2027

JOINDER AND CONSENT

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

"ESCROW AGENT"

SHUTTS & BOWEN, LLP

By: _____

James G. Willard, Partner

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 2nd day of December, 2024 by James G. Willard, Partner of Shutts & Bowen, LLP, a Florida limited liability partnership, on behalf of the partnership. He is ☒ personally known to me, or ☐ has produced _____ as identification.

(Signature of Notary Public)

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____



SANDRA E. ROWLAND
Commission # HH 143179
Expires July 7, 2025
Bonded Thru Budget Notary Services

EXHIBIT "A"

Log of Project Contributions Summerlake Park Blvd from Porter Rd 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 Park Blvd	0.80	E	880	Widen from 2 to 4 lanes	2000	1120	\$10,888,022	\$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 Park Blvd	E	880	23	2000	1120	\$340,787

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 Park Blvd	E	880	2000	1120	23	1097	\$10,539,236	\$15,077

Updated: 10/1/2024

Log of Project Contributions

Date	Project	Project Trips	Project Share
Jul-22	Existing plus Committed	19	\$228,694
Nov-23	WMS Dental at Hamlin	1	\$12,036
Feb-24	Hamlin Tia Docks	3	\$36,108
	Backlogged Totals:	23	\$276,838
Oct-24	Stonebrook Spirits Hamlin	8	\$120,616
			50
			50
			50
			50
	Totals:	31	\$397,444