



# Orange County Government

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

## Legislation Text

---

**File #:** 25-1268, **Version:** 1

---

### Interoffice Memorandum

**DATE:** September 9, 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 First Amendment to Amended and Restated Silverleaf Road Network Agreement C.R.545/Avalon Road and New Independence Parkway by and between Jen Florida 36, LLC, Hamlin Partners at Silverleaf, LLC, and Orange County to eliminate subsection 5.2(iv) requiring an irrevocable letter of credit prior to any improvements or construction. District 1. (Roadway Agreement Committee)

**PROJECT:** N/A

**PURPOSE:**

The Roadway Agreement Committee has reviewed the First Amendment to the Amended and Restated Silverleaf Road Network Agreement ("First Amendment") by and between Jen Florida 36, LLC, Hamlin Partners at Silverleaf, LLC and Orange County to amend the terms of the Amended and Restated Silverleaf Road Network Agreement ("Agreement") approved by the Board March 25, 2025 and recorded as Document #20250188632. The First Amendment modifies paragraph 5.2 of the Silverleaf Road Agreement by eliminating subsection 5.2(iv) requiring an irrevocable letter of credit prior to any improvements or construction.

A Surety Bond is required as part of an approved construction contract and will offer the same level of protection as an irrevocable letter of credit for the purpose of guaranteeing the materials, workmanship, structural integrity and functioning of the required public improvements during the one-year period following issuance of a certificate of completion.

The Roadway Agreement Committee recommended approval of the First Amendment to Amended and Restated Silverleaf Road Network Agreement on August 20, 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: September 30, 2025

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

**FIRST AMENDMENT TO AMENDED AND RESTATED**  
**SILVERLEAF ROAD NETWORK AGREEMENT**  
**C.R. 545/AVALON ROAD**  
**AND**  
**NEW INDEPENDENCE PARKWAY**

**THIS FIRST AMENDMENT TO AMENDED AND RESTATED SILVERLEAF ROAD NETWORK AGREEMENT** (the “**First 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 between **JEN FLORIDA 36, LLC**, a Florida limited liability company (“**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 (collectively the “**Parties**”) are parties to that certain Amended and Restated Silverleaf Road Network Agreement recorded April 1, 2025 at Doc# 20250188632, Public Records of Orange County, Florida (the “**Silverleaf Road Agreement**”); and

**WHEREAS**, the Parties desire to amend the Silverleaf Road Agreement pursuant to the terms of this First Amendment.

**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 is hereby acknowledged, the Parties hereby agree to amend the Silverleaf Road Agreement as follows:

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

2. **Deletion of Letter of Credit Requirement**. Paragraph 5.2 of the Silverleaf Road Agreement is hereby amended by deleting the former subsection 5.2(iv) requiring an irrevocable letter of credit. The amended Section 5.2 is hereby restated to read as follows:

“5.2 **Construction**. Prior to construction of any Improvements, Constructing Owner shall (i) obtain all applicable permits and final County construction plan approval,

and (ii) provide satisfactory payment and performance bonds in the amount of the Improvement construction contracts, together with a rider to such bonds identifying County as a dual-obligee.

Upon completion of any segment of roadway construction, County shall issue a certificate of completion (including but not limited to, the following listed items), to Construction Owner within ten (10) business days after receipt by County of (i) the engineer's certification of completion, (ii) acceptable as-built drawings and (iii) all other applicable deliverables as shown on the certificate of completion form."

3. Ratification. Other than as set forth in this First 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 First 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: \_\_\_\_\_

*for* Jerry L. Demings,  
Orange County Mayor

Date: \_\_\_\_\_

*9-30-25*

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: Don Edwards

[Signature]

Print Name: Trina Dzienior

JEN FLORIDA 36, LLC, a Florida limited liability company

By: [Signature]

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 23<sup>rd</sup> day of July, 2025 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 Dzienior

Notary Public, State of Florida

Commission No.: HH 571774

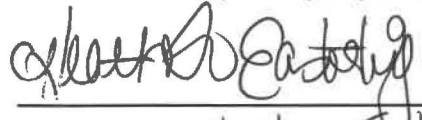
My Commission Expires: 9.9.28

WITNESSES:

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

  
Print Name: TIA PHILLIPS

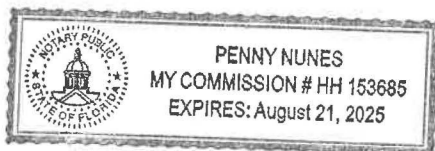
By: BK Hamlin Partners Southwest, LLC,  
a Florida limited liability company, its  
Manager

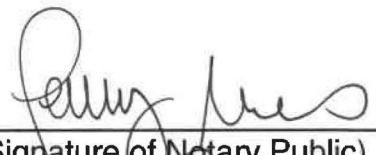
  
Print Name: Heather Easterling

By:   
Ken L. Kupp, President

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 20th day of  
July, 2025 by Ken L. Kupp, as President 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.: HH153685  
My Commission Expires: 8/21/25