





Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** June 2, 2017

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** Ann Caswell, Manager   
Real Estate Management Division

**FROM:** Monica L. Hand, Senior Title Examiner   
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7082

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF DEVELOPER'S AGREEMENT FOR CONSTRUCTION OF A SEMI-PRIVATE BOAT RAMP FACILITY BETWEEN ORANGE COUNTY, THE OVERLOOK AT HAMLIN HOMEOWNERS ASSOCIATION, INC. AND TAYLOR MORRISON OF FLORIDA, INC. AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** Overlook Neighborhood Semi-Private Boat Ramp  
  
District 1

**PURPOSE:** To meet requirements of County Boat Ramp Permit Application No. BR-16-04-000 and Conservation Area Impact Permit Application No. CAI-16-04-018.

**ITEM:** Developer's Agreement for Construction of a Semi-Private Boat Ramp Facility

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Environmental Protection Division

**REMARKS:**

This Developer's Agreement for Construction of a Semi-Private Boat Ramp Facility (Agreement) is associated with applications for a semi-private boat ramp facility (Facility) for the Overlook at Hamlin development under Boat Ramp Permit Application No. BR-16-04-000 and Conservation Impact Permit Application No. CAI-16-04-018. Approval of this item is contingent on approval of both permit applications being processed contemporaneously with this item.

In the event that Taylor Morrison of Florida, Inc. (Developer) elects to construct the Facility upon the property, The Overlook at Hamlin Homeowners Association, Inc. and Developer agree to abide by the provisions of the Boat Ramp Ordinance, except as modified by this Agreement. The variances being requested by the Developer in connection with the permit applications are also described in the Agreement.

The County is executing this document to reflect approval of its terms and conditions.

Developer to pay recording fees.

**JUN 20 2017**

This instrument prepared by and  
after recording return to:

Christopher P. Roper, Esq.  
Akerman LLP  
420 South Orange Avenue  
Orlando, Florida 32801

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**DEVELOPER'S AGREEMENT  
FOR  
CONSTRUCTION OF A SEMI-PRIVATE  
BOAT RAMP FACILITY**

**THIS DEVELOPER'S AGREEMENT FOR THE CONSTRUCTION OF A SEMI-PRIVATE BOAT RAMP FACILITY** (the "Agreement") is made and entered into by and among **ORANGE COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393 ("County"), **THE OVERLOOK AT HAMLIN HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 2600 Lake Lucien Drive, Suite 350, Maitland, FL 32751 ("Association"), and **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation, whose address is 2600 Lake Lucien Drive, Suite 350, Maitland, FL 32751 ("Developer").

**RECITALS**

WHEREAS, the Developer is the owner of certain land situated in Orange County, Florida, as described in **Exhibit "A"** attached hereto and incorporated herein by reference ("Property"), which Property is intended to be conveyed to the Association for use as a common area tract that may include a "semi-private boat ramp facility" as that term is defined in Section 15-603(m) of the Orange County Code (the "Facility"); and

WHEREAS, this Agreement shall apply solely to the Facility, in the event the Developer elects to construct the Facility upon the Property, and shall not apply to any other facilities now or hereafter located on the Property, such as (without implied limitation) a playground and amphitheater that require separate site plan approval by the County; and

WHEREAS, the County has authority to regulate the construction, maintenance, and improvements of said Facility pursuant to Chapter 15, Article XV of the Orange County Code, as it may be amended (the "Boat Ramp Ordinance"); and

WHEREAS, the Association and the Developer as part of their compliance with the Boat Ramp Ordinance desire to enter into this Agreement; and

WHEREAS, it is the purpose of this Agreement to set forth clearly the understanding and agreement of the parties with respect to all the foregoing matters.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are true and correct, form a material part of this Agreement and are incorporated herein by this reference.

2. In the event the Developer elects to construct the Facility upon the Property, the Association and Developer agree to abide by the provisions of the Boat Ramp Ordinance, except as modified by this Agreement, and will provide for the installation of the Facility in accordance with the Construction Drawings attached hereto as **Exhibit "B"** and incorporated herein by this reference, which Construction Drawings are hereby approved by the County.

3. In the event the Developer elects to construct the Facility upon the Property, the Facility shall be designed, constructed and maintained in conformance with the Orange County Code, except as modified by this Agreement, and any applicable federal or state statutes,

regulations, or permits, and in such a manner as to prevent any adverse impact or effect upon other properties.

4. The County shall not be required or obligated in any way to construct, maintain or participate in any way in the construction or maintenance of the Facility. The Association shall be responsible for all maintenance and repair of the Facility.

5. The Facility shall not be dedicated to the use and enjoyment of the general public. As a "semi-private boat ramp facility", the Facility may be used by the Summerlake Owners (defined below) and the members of the Association, or their usual and customary guests, but only in the company of such Owners or members. At least one (1) sign informing the public of the forgoing restriction shall be required at the Facility site.

6. The design and function of the Facility shall not be modified without prior written consent of the Orange County Environmental Protection Division, or other department or division of Orange County government to which is delegated oversight authority (the "Department").

7. Upon final approval of the as-built certification by the Orange County Environmental Protection Division, the Association, and its successors and assigns, shall be responsible for maintaining and operating the Facility in conformity with this Agreement and the standards of the Boat Ramp Ordinance (except as modified by this Agreement), as it may be amended from time to time.

8. The Association, and its successors and assigns, shall bear all costs arising from the use of the Facility including, but not limited to, cost for increased water safety enforcement. These costs shall not exceed ten (10) percent of the estimated cost of constructing the Facility.

9. The Association, in operating and maintaining the Facility, and its respective successors and assigns, shall abide by the Boat Ramp Ordinance except as set forth below:

a. A variance has been granted from Section 15-603(m) of the Orange County Code to allow use of the Facility by the residents (and their usual and customary guests) of the following:

(i) the two subdivisions represented by the Association known as West Lake Hancock Estates (including all phases now or hereafter platted) and Overlook 2 at Hamlin (including all phases now or hereafter platted) (collectively, the "Overlook Neighborhood");

(ii) Lots 1-7, Block S Summerlake PD Phase 1B - A Replat, according to the Plat thereof as recorded at Plat Book 78, Page 42, Public Records of Orange County, Florida;

(iii) Lot 8, Block "S", Summerlake PD Phase 2A and 2B, according to the Plat thereof as recorded at Plat Book 78, Page 72, Public Records of Orange County, Florida;

(iv) Lots 21A – 26A, Block "V", Summerlake PD Phase 2A and 2B, according to the Plat thereof as recorded at Plat Book 78, Page 72, Public Records of Orange County, Florida;

(v) Lots 1 – 20, Block "KK", Summerlake PD Phase 3A, according to the Plat thereof as recorded at Plat Book 84, Page 97, Public Records of Orange County, Florida; and

(vi) Lots 78 and 79, Isles of Lake Hancock Phase 3E, according to the Plat thereof as recorded in Plat Book 82, Page 49 of the Public Records of Orange County, Florida.

The Lots described in subparagraphs (ii) – (vi) above may be collectively referred to herein as the "Summerlake Owners."

b. A variance has been granted from Section 15-605(b)(14) of the Orange County Code to allow the Developer or Association to post an irrevocable letter of credit or cash escrow in favor of Orange County in the amount of ten percent (10%) of the product of the estimated cost to construct the Facility multiplied by 125%, which estimated cost shall be prepared and signed by the engineer for the Developer or the Association, as applicable. Such letter of credit or cash escrow is intended to secure the costs described in Paragraphs 7 and 8, above.

c. A variance has been granted from Section 15-605(b)(8) of the Orange County Code to allow the length of the companion boat mooring dock to exceed to the length of the boat ramp.

10. The Association, in operating and maintaining the Facility, and its respective successors and assigns, shall abide by the following:

- a. The boat ramp shall not be more than fifteen (15) feet in width;
- b. The parking of any car or trailer at the Facility shall be prohibited. At least one (1) sign informing the public of the forgoing restriction and one (1) "Tow-Away" warning sign, as required by the applicable state statute, shall be required at the Facility site;
- c. The companion boat mooring dock's length shall not exceed the length as depicted on the attached plans, nor shall its width exceed four (4) feet;
- d. No boat house or other similar sheltered structure may be built on the companion boat mooring dock;
- e. The Facility shall provide facilities for the removal of aquatic plants from boat props, motors and trailers, including a hose bib and a receptacle for depositing plant fragments or other aquatic debris;

f. The County shall have the authority to clean up, fence, and otherwise block access to the Facility if it is not properly maintained and until such site has been cleaned up to the satisfaction of the County, or the County has been reimbursed for the cost of clean up, as forth in Section 11 below. The Association, its successors and assigns, shall be responsible for any clean up reimbursement due to the County;

g. Overnight mooring, beaching or storage of boats is prohibited at the Facility;

h. The Facility shall be the only boat ramp in the Overlook Neighborhood on Lake Hancock. The foregoing shall not be construed to limit the number of boat docks that may be approved in the Overlook Neighborhood;

i. The Facility shall have at least one (1) trash receptacle at all times;

j. All parking, refuse and restrooms (if any) shall be designated in a manner consistent with the surrounding land uses;

k. Landscaping, screen walls and any other available measures to reduce noise impacts shall be a part of the design of the Facility;

l. A "No Wake" sign shall be posted at the Facility requiring no wake within a one-hundred-foot radius of the Facility, notwithstanding whether a skier is being dropped off or picked up;

m. Use of the Facility shall be limited to the hours of 6:00 am to 8:00 pm. No overnight mooring of watercraft utilizing the Facility is allowed at the Facility. Any watercraft utilizing the Facility shall be removed from Lake Hancock prior to 8:00 pm; and

n. The Facility shall be closed at any time the elevation of the lake is below ninety-three (93) feet, as determined by a staff gauge to be located at the Facility.



11. In the event the Department determines that the Facility is not properly maintained in accordance with the standards set forth in the Boat Ramp Ordinance, as modified herein, the Department, after thirty (30) days written notice to the Association or its successor(s) in interest, may, without prejudice to any other right or remedy it may have, enter the Property and perform such maintenance to the Facility as the Department deems necessary to meet such standards. To the extent the cost of maintenance cannot be satisfied from the letter of credit or other security required by this Agreement, the County is hereby authorized to assess such cost against the benefited Property, and such maintenance assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such Property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes shall be on a parity with the lien of any such County taxes.

12. Prior to the final inspection of the Facility or issuance of a certificate of completion for the Facility, whichever occurs first, the Developer shall provide to the Department an irrevocable letter of credit or cash escrow in favor of Orange County as described in Paragraph 9.b., above. If a letter of credit is posted, it shall be from a financial institution satisfactory to the County, headquartered within or having a branch within Orange County, and shall not expire until at least one year after the completion of the Facility, as evidenced by the County's final inspection approval or the County's issuance of a final letter of completion for the Facility. The letter of credit shall be substantially consistent with the form prescribed in Exhibit "C" attached hereto and incorporated herein by this reference, provided that modifications to such form may be approved administratively by the County. If a cash escrow is posted, an Escrow Agreement shall be executed by the Developer, the Association, the County Administrator (or its designee), and the Orange County Comptroller in its capacity as escrow

agent (or another escrow agent approved by the County Administrator or its designee), in the form prescribed in Exhibit "D" attached hereto and incorporated herein by this reference, provided that modifications to such form may be approved administratively by the County.

13. The Developer, and its respective successors and assigns, shall indemnify, defend, and hold the County harmless against all losses, damages, cost, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) to the extent caused by the negligent acts or omissions of Developer, its contractors, subcontractors, employees or agents, in the construction of the Facility; provided, however, the foregoing indemnification, defense and hold harmless obligations of Developer shall automatically terminate and be of no further force or effect on the date that is one year following the completion of the construction of the Facility, as evidenced by the County's final inspection approval or the County's issuance of a final letter of completion for the Facility. The Association, and its respective successors and assigns, shall indemnify, defend and hold the County harmless against all losses, damages, cost, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) to the extent caused by the negligent acts or omissions of Association, its contractors, subcontractors, employees or agents, in the use or maintenance of the Facility.

14. For the purposes of this Agreement, "maintenance" shall mean keeping the Property in a condition which is in compliance with the Orange County Lot Clearing Ordinance [Article II of Chapter 28, Orange County Code], as it may be amended and replaced from time to time; is consistent with the standards of upkeep required by the covenants, conditions and restrictions that are recorded in the Public Records of Orange County, Florida, and apply to the

Overlook Neighborhood, as the same may be amended from time to time; and assures that the Property and Facility are safe and functional.

15. The Developer, upon the execution of this Agreement, shall pay to the County the cost of recording this Agreement in the Official Records of Orange County, Florida.

16. This Agreement and the obligations herein shall run with the Property, shall inure to the benefit of the Property and shall be binding upon any person, firm, or corporation who may become the grantee of any or all of the Property or who may otherwise become a successor or assign in interest, directly or indirectly to the Property. Notwithstanding anything in this Agreement to the contrary, upon conveyance of the Property to the Association by Developer, Developer shall automatically be released from any and all obligations arising under this Agreement except that Developer's indemnification obligations as set forth in Paragraph 13 shall terminate in such one-year period as is set forth in Paragraph 13.

17. The Association agrees to maintain a copy of this Agreement in the official records of the Association.

18. Nothing in this Agreement shall be constructed to limit the County's regulatory authority over the Facility.

19. This Agreement shall become effective on the date of execution by the last of the parties hereto, whichever date is later ("Effective Date").

**[signatures contained on following pages]**

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have entered into this Agreement as of the dates indicated below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 6.22.17

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

By: *Craig A. Stopysa*  
for Deputy Clerk

Printed Name: Craig A. Stopysa



**The Overlook at Hamlin Homeowners  
Association, Inc., a Florida not-for-profit  
corporation**

By: Shelley Kaercher  
Print Name: Shelley Kaercher  
Title: President  
Date: 4-20-2017

STATE OF FLORIDA

COUNTY OF Orange

The forgoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2017, by Shelley Kaercher as President of The Overlook at Hamlin Homeowners Association, Inc., a Florida non-for-profit corporation, on behalf of said corporation, who is personally known to me or has produced as identification and did/did not take an oath.

(NOTARY SEAL)



Julia A. Shepperd

Notary Public, State of Florida  
Name: Julia A Shepperd  
Notary Commission No.: GG069352  
My Commission Expires: 2/10/2021

**Taylor Morrison of Florida, Inc., a Florida corporation**

By: [Signature]  
Print Name: P. Brian Delrymple  
Title: V.P. Land Acquisitions  
Date: April 20, 2017

STATE OF FLORIDA

COUNTY OF Orange

The forgoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2017, by P. Brian Delrymple as V.P. Land Acquisitions of Taylor Morrison of Florida, Inc., a Florida corporation, on behalf of said corporation, who is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

(NOTARY SEAL)



\_\_\_\_\_  
Notary Public, State of Florida  
Name: Julia Ann Shepperd  
Notary Commission No: GG069352  
My Commission Expires Feb 10, 2021

**Exhibit "A"**

(the Property)

Tract JJ, West Lake Hancock Estates Boat Ramp, according to the plat thereof as recorded in Plat Book 90, Pages 3 and 4, Public Records of Orange County, Florida.

**Exhibit "B"**

(Construction Drawings – See Attached)





**Exhibit "C"**

(Form of Letter of Credit)

TO BE ISSUED ON BANK LETTERHEAD

**Orange County, Florida  
Developer Maintenance  
Irrevocable Standby Letter of Credit**

Beneficiary: Orange County, Florida  
County Administration Building  
201 South Rosalind Avenue  
Orlando, Florida 32801

c/o Manager, Orange County Environmental Protection Division  
3165 McCrory Place, Suite 200  
Orlando, Florida 32803

**Applicant Name** (Legal name as registered with Florida Department of State):

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**Street Address:**

**City, State, Zip Code:**

**Mailing Address** (if different from above):

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**City, State, Zip Code:**

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**Telephone Number;**

**Fax Number:**

( ) - )

( ) - ) **Email**

**Address:**

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**Project Name:**

**Letter of Credit Number:**

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**Date of Letter of Credit:** **Date of Expiration:**

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\_\_\_\_ ("Issuer") does hereby establish this  
(Name of Issuer)

Irrevocable Standby Letter of Credit number \_\_\_\_\_ (this "Letter of Credit") in the name of  
\_\_\_\_ ("Applicant")

(Name of Applicant)

in the aggregate amount of [WRITTEN DOLLAR AMOUNT] (\$\_\_\_\_\_) **[this amount must be the equivalent of 10% of the product of the estimated cost to construct the boat ramp facility multiplied by 125%]** in United States Funds available by draft at sight for the benefit of Orange County, Florida ("Beneficiary"), a charter county and political subdivision of the State of Florida. Drafts made under this Letter of Credit shall be marked "Drawn under Irrevocable Standby Letter of Credit Number \_\_\_\_\_ of \_\_\_\_\_ Bank dated \_\_\_\_\_" and must be accompanied by any one of the following:

1. Written notice signed by the Orange County Mayor, or authorized representative, stating that the performance of Applicant's obligation set forth in that certain Developer's Agreement for Construction of a Semi-Private Boat Ramp Facility, dated \_\_\_\_\_ by and between Applicant and Orange County ("Developer's Agreement"), has not been completed yet and this Letter of Credit will expire within thirty (30) days from the date of drawing without being extended or replaced to the Beneficiary's satisfaction; or
2. Written notice signed by the Orange County Mayor, or authorized representative, stating that the Issuer has lost its designation as a "qualified public depository" pursuant to Chapter 280, Florida Statutes, and an acceptable replacement letter of credit has not been received within ten (10) days of the Beneficiary's notification to Applicant; or
3. Written notice signed by the Orange County Mayor, or authorized representative, stating that the Applicant has failed to comply with the requirements as set forth and included in Boat Ramp Permit No. \_\_\_\_\_ and the Developer's Agreement. Specifically, the notice must state that the Applicant failed to maintain the Boat Ramp Facility in accordance with the requirements of the Boat Ramp Permit, Developer's Agreement, and Section 15.605, Orange County Code.

Partial draft by the Beneficiary is permitted and surrender of this Letter of Credit will not be required for such partial draft to be honored in such event.

The Issuer guarantees all drafts made under and in compliance with this Letter of Credit will be honored at sight at \_\_\_\_\_

(Issuer or Confirming Bank address **MUST BE** in Orange, Seminole, or Osceola County) when presented by the Beneficiary on or before \_\_\_\_\_ ("Expiration Date") **[this date must be one year after the date of the Certificate of Completion]**, or during any period of extension of this Letter of Credit.

This Letter of Credit shall be in effect, without amendment, until the Expiration Date set forth in the previous paragraph. Thereafter, it shall be automatically extended for successive periods of ninety (90) days each not to exceed a total of three (3) such 90-day periods, unless at least sixty (60) days prior to any expiration date the Issuer notifies the Beneficiary in writing via certified mail at the address listed on the first page of this Letter of Credit, that the Issuer elects not to renew this Letter of Credit.

This Letter of Credit is governed by the following:

- A. The laws of the State of Florida, as amended subsequent to the effective date of this Letter of Credit, including without limitation Chapter 675, Florida Statutes, all other statutes, all other acts of the Florida Legislature, and all administrative regulations applicable to this Letter of Credit, the issuer, or the Applicant;
- B. The International Standby Practices (ISP) 08, Publication 590, to the extent not in conflict with Chapter 675, Florida Statutes, any other law of the State of Florida, or any administrative regulations applicable to this Letter of Credit, the Issuer, or the Applicant.

Venue for any administrative proceeding or judicial action arising from this Letter of Credit, including any action to enforce its terms against the Issuer, shall be in Orange County, Florida.

Authorization to Contract: The officer signing this Letter of Credit represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Letter of Credit on behalf of the Issuer and further that performance of the issuer's obligations hereunder have been duly authorized and that the Letter of Credit is a valid and Legal agreement binding on the Issuer and enforceable in accordance with its terms.

(SEAL)

\_\_\_\_\_  
*Authorized Signature and Title of Financial  
Institution Officer*

\_\_\_\_\_  
*Printed Name and Title of Authorized Officer*

**Exhibit "D"**

**ESCROW AGREEMENT**

**THIS ESCROW AGREEMENT ("Escrow Agreement")** is made and entered into as of the date of last execution ("Effective Date") by and among **Orange County**, a charter county and political subdivision of the State of Florida ("**County**"); **Taylor Morrison of Florida, Inc.**, a Florida corporation ("**Developer**"); **The Overlook at Hamlin Homeowners Association, Inc.**, a Florida non-profit corporation ("**Association**") (herein collectively referred to as the "**Principals**"); and the **Orange County Comptroller**, in its capacity as Escrow Agent ("**Escrow Agent**"), with all parties' mailing addresses noted in Section 15, hereinbelow.

**WITNESSETH:**

**WHEREAS**, the Developer owns that certain real property located in Orange County, Florida, more particularly described in Exhibit "A," attached hereto and incorporated herein (hereinafter referred to as "**Property**"); and

**WHEREAS**, the Developer intends to construct and to have the Association maintain a boat ramp facility on the Property pursuant to Permit Number BR-16-04-000 issued by the County on \_\_\_\_\_ (the "**Permit**"); and

**WHEREAS**, the Developer intends to have the boat ramp facility constructed on the Property in accordance with the plans and the Developer's Agreement for Construction of a Semi-Private Boat Ramp Facility between the Developer, the Association and the County (hereinafter referred to as "**Developer's Agreement**"), which Developer's Agreement has been approved by the County in connection with the County's issuance of the Permit; and

**WHEREAS**, the Developer's Agreement requires the Developer or Association to demonstrate financial responsibility for the maintenance and use of such ramp facility. In this regard, the Developer's Agreement permits the Developer and Association to execute, deliver and enter into an Escrow Agreement providing for the payment of cash to Escrow Agent to be held in escrow for the security and benefit of the County to ensure performance by the Association of its obligations relating to maintenance and use of the boat ramp facility under the Developer's Agreement; and

**WHEREAS**, the Escrow Agent has agreed to serve as the escrow agent in accordance with the terms and conditions set forth herein; and

**WHEREAS**, the Principals desire that Escrow Agent shall hold and release the Escrowed Funds subject to the terms and conditions set forth in this Escrow Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto represent, warrant, covenant, and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Principals hereby retain Escrow Agent, at no cost to them, to serve solely as the Escrow Agent (and in no other capacity) with respect to the Escrowed Funds, as later defined herein, and Escrow Agent hereby accepts such retention.

3. Contemporaneously with the full execution of this Escrow Agreement by the parties, Developer has paid, deposited and delivered, in escrow, to the Escrow Agent, cash in the principal sum of \$3,750.00 ("Escrow Funds"), which shall be held in escrow as collateral security for the timely performance by the Association of its obligations relating to maintenance and use of the boat ramp facility under the Developer's Agreement. Within five business days of receipt, the Escrow Agent shall place the Escrow Funds into an escrow account ("Escrow Account") to be held, administered, distributed, and released, as provided for herein. The Escrow Agent shall acknowledge receipt of the Escrow Funds providing notice, either in writing or by electronic mail, to the County, the Developer and the Association within five business days after receipt of the Escrow Funds.

4. The Escrow Agent is authorized to disburse the Escrow Funds from said Escrow Account to the following Parties upon satisfaction of the conditions of the following events:

a. Upon receipt of written notice from the Developer, consented or agreed to in writing by the County, the Escrow Agent shall disburse that amount described in the written notice, up to the full amount of the Escrow Funds (less any funds disbursed to the County for non-compliance as provided below in this paragraph). Disbursements shall be payable to "Taylor Morrison of Florida, Inc.," and shall be delivered to the address provided in Section 15 below, or such other address as the Developer may direct in the written certificate.

b. In the event the County (more specifically, Orange County Environmental Protection Division) determines that the Association has defaulted upon its obligations relating to maintenance and use activities under the Developer's Agreement, the County shall submit written notification to Association describing each matter of non-compliance ("Non-compliance Notification"), and providing 30 days (unless a longer period is agreed upon) to cure, or cause to be cured, such matter(s) referenced in the Non-compliance Notification. In the event the County determines that Association has failed to resolve any matter(s) described in the Non-compliance Notification within the prescribed period of time, the County may request of the Escrow Agent withdrawal of all or a portion, as it deems necessary, of the Escrowed Funds to cause the correction of the matter(s) of non-compliance in the following manner. The Environmental Protection Officer shall present to the Escrow Agent, with a copy to the Association: (1) a statement signed by the Environmental Protection Officer representing that the Association has failed to meet its obligations relating to maintenance and use activities under the Developer's Agreement, (2) an estimate of the cost of completion of the obligation(s), and (3) a draw request. The Escrow Agent shall promptly transfer to the County funds in the amount of the draw request from the Escrowed Funds. At the termination of this Escrow Agreement, funds

not transferred to the County shall be disbursed to Taylor Morrison of Florida, Inc., without interest.

c. Any written certificate signed on behalf of the County by any persons stating that they hold any of the following positions or offices may be relied on by the Escrow Agent as the written certificate of the County: County Administrator of Orange County, or his/her designee. Any written certificate or notice signed on behalf of the Association by any persons stating that they hold any of the following positions or offices may be relied on by the Escrow Agent as the written certificate of the Association: any person who states that he or she is the President or Vice-President of the Association.

d. At any time on or after the one year anniversary of the completion of the boat ramp facility, as evidenced by the County's final inspection approval or the County's issuance of a final letter of completion for such facility, and upon the Association's delivery of a written certificate that complies with the procedures hereinabove, any monies remaining in the Escrow Account will be disbursed by Escrow Agent to Taylor Morrison of Florida, Inc.

5. Simultaneously with final disbursement of the Escrow Funds pursuant to this Escrow Agreement, the Escrow Agent and all other Parties shall be released of all liability, duties and responsibilities under this Escrow Agreement.

6. All Parties to this Escrow Agreement understand and agree that Escrow Agent is holding the Escrow Funds as agent and that the funds are not trust funds.

7. Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing, and then shall only be required to act on that knowledge in its capacity as Escrow Agent as further described herein. Escrow Agent shall not be charged with any constructive knowledge whatsoever.

8. It is agreed that the duties of the Escrow Agent are purely ministerial in nature and shall be expressly limited to the matters herein for which Escrow Agent is expressly obligated. The Principals hereby indemnify Escrow Agent and agree to hold Escrow Agent harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits, or proceedings at law or in equity, and any other expenses, fees, or charges of any character or nature, which Escrow Agent may incur or with which Escrow Agent may be threatened directly or indirectly arising from or in any way connected with this Escrow Agreement, except in the case of gross negligence, willful misconduct, or breach of trust by Escrow Agent. In connection therewith, the Principals indemnify Escrow Agent against any and all reasonable expenses, including reasonable attorney fees (pre-litigation, litigation, and appellate) and the cost of defending or prosecuting any action, suit, or proceeding or resisting any such claim, whether or not litigation is instituted. Nothing contained herein is intended as, nor shall constitute, a waiver by County or Escrow Agent of its sovereign immunity protections pursuant to Section 768.28, Florida Statutes (2015).

9. The Principals expressly agree that the consideration, in part, for each of them entering into this Escrow Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Escrow Agreement. The Principals expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by any party hereto. Upon any failure by any party hereto to perform its obligations under this Escrow Agreement, each party shall be limited strictly to only the following remedies:

- a. Action for specific performance or injunction;
- b. Action for declaratory judgment regarding the rights and obligations of the County;
- c. Any combination of the foregoing.

10. Notwithstanding any provision of this Escrow Agreement to the contrary, Escrow Agent shall not be required to make payment of an amount in excess of the balance in the Escrow Account nor make any interest payment on any balance in the Escrow Account.

11. The term of this Escrow Agreement shall be for a period of one year, commencing upon the County's final inspection approval or the County's issuance of a final letter of completion for such facility, whichever occurs first. This Escrow Agreement may be terminated earlier as follows:

- a. Upon written notice given by all Principals of cancellation of designation of Escrow Agent to act and serve in said capacity, in which event, cancellation shall take effect no earlier than 20 business days after notice to Escrow Agent of such cancellation; or
- b. Upon Escrow Agent's resignation as escrow agent, which Escrow Agent may do at anytime upon giving written notice to Principals of its desire to so resign; provided, however, that resignation of Escrow Agent shall take effect no earlier than 20 business days after the giving of notice of resignation; or
- c. Upon disbursement of all Escrowed Funds as provided in Section 4.

12. Notwithstanding the foregoing, the one-year term may not apply to any portion of the Escrowed Funds that are subject to any active or pending draw request(s) pursuant to Section 4 above.

13. Upon termination of the duties of Escrow Agent in either manner set forth in Section 11.a or 11.b, Escrow Agent shall deliver all of the Escrowed Funds to the newly appointed escrow agent designated in writing by all Principals. Regarding Section 11.b only, in the event the Principals fail to agree upon a successor escrow agent prior to the effective date of the cancellation or resignation, Escrow Agent shall have the right to deposit the Escrowed Funds into the registry of an appropriate state court of competent jurisdiction in Orange County, Florida, and request judicial determination of the rights of the Principals by interpleader or other appropriate action.



14. In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrowed Funds, Escrow Agent shall, at its option, either: (a) tender the Escrowed Funds into the registry of the appropriate court; or (b) disburse the Escrowed Funds in accordance with the court's ultimate disposition of the case. In the event Escrow Agent tenders the Escrowed Funds into the registry of the appropriate court and files an action of interpleader naming Principals and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. The Principals agree that Escrow Agent shall not be liable to any party or person whomsoever for the misdelivery to Association and County or otherwise of any monies except where such misdelivery shall be due to willful misconduct, gross negligence, or breach of trust by Escrow Agent.

15. Any notice required to be given hereunder shall be in writing and hand delivered by messenger; mailed, postage prepaid, by United States Certified or Registered Mail, Return Receipt Requested; or dispatched by a nationally-recognized overnight mail delivery service, addressed to the parties as follows:

If to County:

Orange County, Florida  
P.O. Box 1393  
Orlando, Florida, 32802-1393  
Attn.: Orange County Administrator  
Facsimile: (407) 836-7399  
E-mail: [countyadmin@ocfl.net](mailto:countyadmin@ocfl.net)

With a copy to:

Orange County Environmental Protection Division  
3165 McCrory Place, Suite 200  
Orlando, Florida 32803  
Attn.: Lori Cunniff, Manager  
Facsimile: (407) 836-1499  
Email: [lori.cunniff@ocfl.net](mailto:lori.cunniff@ocfl.net)

If to Association:

The Overlook at Hamlin Homeowners Association, Inc.  
2600 Lake Lucien Drive, Suite 350  
Maitland, FL 32751  
Email: [bbrunhofer@taylormorrison.com](mailto:bbrunhofer@taylormorrison.com)

If to Escrow Agent:

Phil Diamond  
Orange County Comptroller  
P.O. Box 38  
Orlando, Florida 32802-0038  
Attn: Director of Finance and Accounting  
Facsimile: (407) 836-5753  
Email: robin.ragaglia@occompt.com

If to Taylor Morrison of Florida, Inc.:

Taylor Morrison of Florida, Inc.  
Attn: Brian Brunhofer, Division President  
2600 Lake Lucien Drive, Suite 350  
Maitland, FL 32751  
Email: bbrunhofer@taylormorrison.com

Notice shall be deemed to have been given and received: (i) if by hand delivery, upon delivery; (ii) if by mail, three days after the date first deposited in the United States mail; (iii) if by overnight courier; on the date shown on the courier's receipt as the date of actual delivery. Facsimile numbers and email addresses are provided as a convenience only; notification by either method is not sufficient to constitute notice except under the circumstances specifically set forth in Section 3 herein for email notification from the Escrow Agent. A party may change its address by giving written notice to other parties as specified herein.

16. The failure of Escrow Agent or Principals to insist in any one or more cases upon the strict performance of any one of the terms, covenants, conditions, or provisions of this Escrow Agreement shall not be construed as a waiver or a relinquishment of such party's right to insist on strict performance of any such term, covenant, condition, or provision in the future.

17. This Escrow Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or related to this Escrow Agreement shall be proper only in a state court of competent jurisdiction located in Orange County, Florida.

18. Neither Escrow Agent nor Principals shall be bound by any modification, cancellation or rescission of this Escrow Agreement unless in writing and signed by Escrow Agent and Principals.

19. No right, power or remedy conferred upon Escrow Agent by this Escrow Agreement is exclusive of any other right, power or remedy, but each and every such right, power or remedy, shall be cumulative and concurrent and shall be in addition to any other right, power or remedy Escrow Agent may have under the Escrow Agreement or now or hereafter existing at law, in equity or by statute. The exercise of one right, power or remedy by Escrow Agent shall not be construed or considered as a waiver of any other right, power or remedy.

20. This Escrow Agreement contains the entire understanding between the parties and the parties agree that no representation was made by or on behalf of the other which is not contained in this Escrow Agreement, and that in entering into this Escrow Agreement neither relied upon any representation not especially herein contained.

21. This Escrow Agreement shall be binding upon Principals and Escrow Agent and their respective successors and assigns.

22. Handwritten provisions and/or typewritten provisions inserted in this Escrow Agreement, which are initialed by all parties, shall control over the printed provisions in conflict therewith.

23. The captions contained in this Escrow Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Escrow Agreement or the intent of any provision contained herein. Each reference to "day" or "days" herein shall mean calendar days unless otherwise stated. Any time periods provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

24. This Escrow Agreement may be executed in up to three identical counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

**[signatures contained on following pages]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Escrow Agreement to be duly executed on the dates set forth below.

Signed, sealed and delivered in the presence of:

**ESCROW AGENT:**  
**PHIL DIAMOND,**  
**Orange County Comptroller**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
By: Phil Diamond,  
Orange County Comptroller

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Accepted and agreed to:**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_

Teresa Jacobs  
Orange County Mayor

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

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

By: \_\_\_\_\_  
Deputy Clerk

Printed Name: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**ASSOCIATION:**  
**THE OVERLOOK AT HAMLIN**  
**HOMEOWNERS ASSOCIATION, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**DEVELOPER:**  
**TAYLOR MORRISON OF FLORIDA,**  
**INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**Exhibit "A"**

(the Property)

Tract JJ, West Lake Hancock Estates Boat Ramp, according to the plat thereof as recorded in Plat Book 90, Pages 3 and 4, Public Records of Orange County, Florida.