

THIS INSTRUMENT PREPARED BY:
Mary L. Sneed, Esq., City Attorney
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701

Seminole County, Florida
Property Appraiser's Parcel ID Numbers:
22-21-29-300-0180-0000

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

**ENCORE AT HILLVIEW
UTILITY SERVICES AND ANNEXATION AGREEMENT
(AN25-08)**

THIS ENCORE AT HILLVIEW UTILITY SERVICES AND ANNEXATION AGREEMENT (this "**Agreement**") is made and entered into as of this 3rd day of February, 2026 by and between the **CITY OF ALTAMONTE SPRINGS, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701 (the "**City**"), and **SFPR SUNLAND LLC**, an Florida limited liability company, whose address is 8241 Via Bonita Street, Sanford FL 32771 (hereinafter referred to as "**Owner/Developer**").

[Whenever used herein the terms "Owner/Developer", and "City" include all the parties to this instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations.]

WITNESSETH:

WHEREAS, the Owner/Developer owns certain property located in unincorporated Seminole County, Florida, as shown and described in **Exhibit "A"** attached hereto and incorporated herein by reference (hereinafter referred to as the "**Subject Property**"), which is proposed to be developed as Encore at Hillview (hereinafter referred to as the "**Project**"); and

WHEREAS, the Owner/Developer has requested and the City has agreed to provide municipal potable water, reclaimed water, and sanitary sewer services to the Project; and

WHEREAS, in order for the City to provide said municipal potable water, reclaimed water, and sanitary sewer services to the Subject Property, the Owner/Developer has agreed to and shall design, permit, and construct all necessary potable water, reclaimed water, and sanitary sewer utility facilities in conjunction with the Project at the Subject Property in accordance with the City's Land Development Code and Ordinances; and

WHEREAS, the City's policy is that properties must be annexed or execute an agreement

for future annexation into the City prior to municipal utility services being extended to such properties; and

WHEREAS, the City has agreed to accept from the Owner/Developer ownership and maintenance responsibility for certain Owner/Developer-constructed potable water and reclaimed water utility facilities for the Project upon completion of construction of the same to the standards and requirements of the City's Land Development Code and Ordinances (the "**Public Facilities**"), and

WHEREAS, the Owner/Developer shall be responsible for the continued ownership and maintenance responsibilities for all Owner/Developer-constructed sanitary sewer facilities for the Project, including but not limited to the pressurized and gravity sewer mains, and sanitary sewer lift station (the "**Private Facilities**"); and

WHEREAS, the Owner/Developer has obtained development approvals from Seminole County under Project No. PZ24-20000005 and PZ24-55100008 for the rezoning and Preliminary Site Plan of the Project; and

WHEREAS, the Owner/Developer has obtained, or is in the process of obtaining from Seminole County, Final Development Plan and subdivision plat approval for the Project and development shall commence shortly thereafter under the jurisdiction of Seminole County; and

WHEREAS, the subdivision under the jurisdiction of Seminole County shall include the construction of subdivision infrastructure including the connection to municipal potable water, reclaimed water, and sanitary sewer facilities, in accordance with Seminole County requirements and Florida Statutes and meeting the City's standards; and

WHEREAS, it is the purpose of this Agreement to set forth clearly the understanding and agreement of the parties concerning the matters contained herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 INCORPORATION

The recitals herein contained are true and correct and are incorporated herein by this reference.

2.0 TITLE OPINION/CERTIFICATION

The Owner/Developer will provide to the City, as a condition to the City's execution of this Agreement, a title opinion of an attorney licensed in Florida, or a certification by an abstractor or title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owner/Developer and showing all liens, mortgages, and other

encumbrances not satisfied or released of record.

3.0 SUBORDINATION/JOINDER

Unless otherwise agreed to by the City, all liens, mortgages, and other encumbrances not satisfied or released of record, must be subordinated to the terms of this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination, in form and substance acceptable to the City Attorney, prior to the City's execution of this Agreement.

4.0 ANNEXATION AND ROADWAY JURISDICTION

4.1 Petition for Annexation. The Owner/Developer, in consideration of this Agreement for City's provision of municipal potable water, reclaimed water, and sanitary sewer services to the Subject Property does, by this Agreement and without any further application requirements from the Owner/Developer and or subsequent owners, hereby apply to and irrevocably petitions the City for annexation of the Subject Property into the City. The Owner/Developer further agrees that upon execution and recording of this Agreement by the City, its application and petition for annexation of the Subject Property on behalf of the Owner/Developer and any subsequent owners is irrevocable.

4.2 Annexation of the Subject Property. Pursuant to Florida Statutes, the Subject Property is eligible for annexation as it is contiguous to the City limits. However, nothing in this Agreement shall compel or obligate the City to annex, or consider to annex, the Subject Property. The City may elect, at its sole discretion, to not consider annexation of the Subject Property. The Owner/Developer, and any subsequent owners purchasing all or any part of the Subject Property, hereby acknowledge and agree that they shall not have the right to demand annexation of the Subject Property by the City under this Agreement. In the event that the City elects to initiate annexation of the Subject Property at its sole discretion and choosing, the City shall prepare all necessary standard documents for annexation at Owner/Developer's costs and expense. Such annexation shall be in accordance with all rules and regulations applying to annexations, and in compliance with the City's ordinances and policies relating to the annexation and zoning of the Subject Property.

4.3 Roadway Jurisdiction. At such time as the City may elect, at the City's sole discretion, to annex at the cost and expense of the Owner/Developer, the Subject Property said annexation shall not obligate the City to own or maintain any public or private roadway or drainage system within or serving the Subject Property. Roadways within or adjacent to the Subject Property may be included in the annexation process for defining municipal boundaries. However, in accordance with Florida Statute Chapter 335.0415 – Public road jurisdiction and transfer process, the change in jurisdiction of a public roadway between a county and city may be transferred between jurisdictions only by mutual interlocal agreement.

5.0 SUPPLEMENTAL DEVELOPMENT PLAN AND PLAT REVIEW AND APPROVAL BY CITY

5.1 Subdivision Development Plan and Plat Review for Utility Conformance. It is the purpose and intent of the City that subdivision development projects which are located in unincorporated Seminole County but are to receive municipal potable water, reclaimed water, and sanitary sewer utility services as a condition of approval, are designed and constructed so that the utilities are compliant with City regulations. To that end, the Owner/Developer shall, meet the more restrictive requirements as set forth by either the City of Altamonte Springs or Seminole County pertaining to subdivision potable water, reclaimed water and sanitary sewer utility design and construction. The City's Development Review Committee (DRC) will review the subdivision development plan, subdivision plat, and supporting documents through its supplemental plan review process to ensure compliance with the City's Land Development Code requirements for municipal utility services to include without limitation, utility design for utility construction; utility tracts, and utility easements to be conveyed to the City. However, the City's supplemental review process will not include or require compliance with City zoning regulations or landscape and tree protection regulations. If full compliance to the City's Land Development Code requirements for potable water, reclaimed water, and/or sanitary sewer utility design and construction is not possible, the Owner/Developer must have obtained the appropriate City waiver(s) as outlined in the respective codes and ordinances prior to plan and proposed plat approval by the City. Any and all waivers approved by the City shall be noted on the cover sheet of the Approved Plan as defined below. Failure to achieve compliance with the City's Land Development Code or ordinances pertaining to potable water, reclaimed water, and/or sanitary sewer utility design and/or construction, or failure to have obtained the necessary waiver(s) as provided herein, shall be as further addressed in Section 12.0 – Obligations, Compliance, and Remedies, below.

5.2 City Plan Approval. The Owner/Developer has sought the City's approval for the extension and construction of municipal potable water, reclaimed water, and sanitary sewer utility services to serve the Project on the Subject Property under the Supplemental Utility (Level 1) Plan entitled "*ENCORE AT HILLVIEW*", City Case Number SPF-2025-0083. The Development Review Committee approval of the final plan for utility construction issued on November 12, 2025, further evidenced by the Notice of Site Plan Approval and Issuance of Final Development Order, encompasses the entire approved plan including any and all subsequent City approved amendments thereto (hereinafter referred to as the "**Approved Plan**"), is specifically incorporated into this Agreement by reference. It is acknowledged that the Approved Plan may, or may not, coincide with plan approvals by Seminole County, Florida for subdivision development. However, changes required by Seminole County under their jurisdiction which may impact subdivision potable water, reclaimed water, and/or sanitary sewer utility design, easement conveyances to the City, and construction shall be brought to the City's attention for review and approval as an amendment to the Approved Plan.

6.0 RECLAIMED WATER AND CROSS CONNECTION CONTROL

6.1 Reclaimed Water Installation. The Owner/Developer acknowledges and agrees to comply with all reclaimed water system (known as Project APRICOT) requirements as described in the City's Land Development Code, including but not limited to the installation of internal on-site improvements and the installation of a main line across the Subject Property frontage. All properties located in the City, or subject to annexation, must plan for the use of reclaimed water for irrigation of landscaping and make connection to the reclaimed water system when available. Although reclaimed water is not currently available to the Subject Property, subdivision improvements shall be designed and constructed to include the installation of a reclaimed water system network. The internal network as shown on the Approved Plan may be limited to 4" pipe with individual service connections to each subdivision lot. The network shall accommodate connection at Hillview Drive and shall include a 4" main line extension along Hillview Drive across the Subject Property's frontage. Pipe color-coding and tracing wire shall be installed in accordance with reclaimed water standards.

6.2 Interim Use of Potable Water for Irrigation. Until reclaimed water main piping is extended to the Subject Property by the City or adjacent development, a temporary interim connection between the reclaimed water system network and the potable water system shall be provided. The temporary interim connection (an interconnect) shall be equipped with a City approved backflow prevention assembly in accordance with City Cross Connection Control policies and regulations and other regulatory agency requirements. Until reclaimed water service is available, individual services for irrigation shall be equipped with a potable irrigation (PI) meter and billed accordingly.

6.3 Timing of Connection and Use of Reclaimed Water. In the event that reclaimed water is extended and made available to the Subject Property before or during the Owner/Developer's construction of the Subject Property's reclaimed water system network and prior to Project Close-out, the Owner/Developer shall be required to make connection to and utilize the City's reclaimed water system for irrigation of landscaping. However, in the event that reclaimed water is extended and made available to the Subject Property after Project close-out, the City shall make the required connection to the reclaimed water system at such time after it has been made available but at the City's sole discretion regarding timing of connection. This may occur before or after annexation and at the sole discretion and best interest of the City as determined by the City.

6.4 City Cross Connection Control Regulations. Irrigation to the subdivision lots shall be by potable irrigation (PI) until reclaimed water is available. PI meters provide for billing of water usage without sewer charges. Any and all existing wells must be abandoned. Backflow protection between the domestic potable water supply and the future reclaimed water line shall be at the temporary interconnect. Backflow protection at the temporary interconnect shall remain in place until such time as the future reclaimed water

main is activated as a reclaimed water system; at time of activation, the interconnect shall be severed and backflow protection at the interconnect shall be removed. The City may require backflow protection on any domestic potable water service connection in accordance with City Cross Connection Control Regulations and policies if the City determines that a connection serving any lot or common area comprising the Subject Property presents a hazard.

7.0 SANITARY SEWER DESIGN AND CONNECTION

Subject Property Connection to City Sewer. The City's existing 48" gravity sewer line located in Hillview Drive serves as a major collector for conveying wastewater flows to the City's Regional Water Reclamation Facility. For this reason, and regardless of site elevations, the proposed development requires the construction of an on-site sanitary sewer lift station with connection to the 48" major collector by pressurized force main. The design and construction of the on-site gravity sewer, lift station and force main system shall be engineered to prohibit the reversal of flows back through the system when the 48" major collector runs full; a check valve mechanism must be provided. As shown on the Approved Plans, connection shall be made to a downstream manhole near the proposed Project within the right-of-way of Hillview Drive. A signed/sealed engineering design report for the proposed connection, and as included with plans submittals to the City, shall be incorporated into the Approved Plans by reference. The design report, and references on the Approved Plan, must include a flow and timing analysis.

8.0 AGENCY PERMITS AND APPROVALS

8.1 FDEP Permit Approvals. City Development Review Committee approval of the subdivision development plan shall be required prior to the City's execution of the Project's Florida Department of Environmental Regulation (FDEP) permit applications for potable water, reclaimed water, and/or sanitary sewer utility construction.

8.2 City Site Improvement Permit. A City Site Improvement Permit is required for potable water, reclaimed water, and sanitary sewer system construction and connections. This work shall be subject to City utility inspections. The cost of the City's Site Improvement Permit will be based on the Project engineer's estimate or a construction contract for all work associated with the potable water, reclaimed water, and sanitary sewer utility work. The value of the estimate or contract must be approved as being adequate by the City Engineer.

8.3 Other Regulatory Approval and Permits. All subdivision development plan site work, exclusive of the potable water, reclaimed water, and sanitary sewer utility work, is under the jurisdiction of Seminole County for review, permitting and inspection. However, nothing in this Agreement shall prohibit Seminole County from performing concurrent inspections of the utility systems to ensure compliance and conformance of the Project and performance bonding of subdivision infrastructure or approvals for subdivision plat recording. The City shall work with Seminole County in this regard to ensure that

inspections required by the City for potable water, reclaimed water, and sanitary sewer utility construction shall be performed in a timely manner and the results of any such inspections shall be available to Seminole County upon request. Further, all work within Seminole County right of way shall be under the jurisdiction of Seminole County for review, permitting, and inspection.

9.0 CITY UTILITY FEES AND PAYMENT

Utility Connection Fees. The Owner/Developer shall pay any and all utility connection fees and/or such other fees (e.g., meter fees, etc.) as may be required by the City Code or the City's regulations and policies for municipal potable water, reclaimed water, and sanitary sewer utility services. Utility connection fees and/or such fees due to the City shall be paid to the City prior to the issuance of any building permits by the appropriate permitting agency. Since utility connection fees for residential lot building construction are due and payable to the City prior to building permit issuance by Seminole County, as utility connection fees are paid, a utility letter will be issued by the City acknowledging receipt of fee payment. This letter will provide the necessary evidence of fee payment for Seminole County permit issuance for residential building construction.

10.0 CONSTRUCTION OF UTILITY FACILITIES

10.1 Mandatory City Pre-Construction Conference. Prior to the City's issuance of the Site Improvement Permit and commencement of any site work, a pre-construction conference with the City is required in accordance with the City's Land Development Code. The meeting is mandatory and will be to introduce the contractor to the City's inspection team and to discuss general requirements of the City pertaining to the potable water, reclaimed water, and sanitary sewer construction, connections, and related inspections. Representatives of Seminole County will also be invited and encouraged to attend.

10.2 Licensed Utility Contractor. Utility extensions and connections to the City's potable water, reclaimed water, and sanitary sewer systems, as shown on the Approved Plan, must be performed by a certified general contractor or certified underground utility and excavation contractor licensed in the State of Florida in accordance with all applicable governmental laws, regulations and City Land Development Codes and Ordinances.

10.3 Professional Engineering Services. The construction of the potable water, reclaimed water, and sanitary sewer utility facilities shall be in accordance with the Approved Plan, specifications and engineering data prepared by a Florida registered professional engineer and approved by all appropriate regulatory agencies, Seminole County, and the City. Said potable water, reclaimed water, and sanitary sewer utility facility extension and connections shall be as specified by the City's Public Works and Utilities Department and shown on the Approved Plan. Any deviation from the Approved Plan shall require the prior written approval of the City's Public Works and Utilities

Director or his authorized representative. The Owner/Developer shall be required to retain the services of a professional engineer through Project completion to satisfy Project close-out requirements identified in Section 11.0 below.

11.0 PROJECT CLOSE-OUT AND DEDICATION OF UTILITY FACILITIES

11.1 General. In accordance with the Approved Plan, the City will accept certain potable water and reclaimed water utility facilities as public infrastructure. The City shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the customers, consumers or users on the Subject Property other than the potable water and reclaimed water utility facilities located within public right-of-way or utility easements granted to the City in accordance with the Approved Plan and this Agreement. The sale of water to any respective customer on the Subject Property shall occur at the customer's side of the utility meter. The City will issue a Certificate of Completion upon receipt of all satisfactory Project close-out submittals in accordance with City Land Development Code Requirements (Refer to Article XVI – Subdivision and Site Development – Permitting, Inspection Procedures, and Project Close-Out). Project close-out submittals to be submitted by the Owner/Developer at no cost to the City will include, but are not limited to, all items listed in this Section and as identified on the Approved Plans. All legal documents, bonds, and agreements for Project Close-out shall be in such form provided by or acceptable to the City as approved by the City Attorney.

11.2 Construction Record Drawings (CRDs). Final Construction Record Drawings (“CRDs”) of the complete set of the Approved Plan (all sheets including cover sheet, standard details, etc.), depicting potable water, reclaimed water, sanitary sewer utility information and other improvements, shall be provided to the City in electronic form after the City's review and approval of draft submittals is complete. Partial CRD submittals are required for City sign off on FDEP agency permits for water and/or sewer clearance.

11.3 As-built Survey. An as-built survey of the utility extensions and connections shall be provided to the City in electronic form after the City's review and approval of draft submittals is complete.

11.4 Project Engineer's Certification Letter. The Project engineer shall provide a certification letter confirming all utility work has been satisfactorily completed in accordance with CRDs and as-built survey.

11.5 Bill of Sale, Absolute. Transfer in fee simple to the City by Bill of Sale, Absolute all Owner/Developer rights, title and interest in and to all of the potable water and reclaimed water utility facilities to be conveyed to the City for ownership in accordance with the Approved Plan. The Bill of Sale, Absolute shall include as an exhibit, the Itemized

Costs of Construction listed in Section 11.6, below. The Bill of Sale, Absolute shall be submitted with the appropriate recording fees and the document will be duly recorded by the City in the Public Records of Seminole County, Florida.

11.6 Itemized Costs of Construction. An Itemized Costs of Construction of conveyed utility facilities shall be submitted to support the Bill of Sale, Absolute. This document, to be attached as Exhibit "A" to the Bill of Sale, Absolute, shall be in agreement with the utility facilities identified on the Construction Record Drawings (CRDs).

11.7 Maintenance Bond. A Maintenance Bond guaranteeing the potable water and reclaimed water utility facilities installed pursuant to this Agreement against defects in material, equipment, or construction for a period of two (2) years from the date of acceptance by the City shall be provided. The Maintenance Bond value shall be established based on the Itemized Cost of Construction and shall be either ten percent (10%) of the Itemized Costs of Construction or \$5,000.00, whichever is greater.

11.8 FDEP Permit Clearances / Agency Approval Sign-off. Florida Department of Environmental Protection (FDEP) potable water, reclaimed water, and sanitary sewer permit clearances shall be provided for the respective FDEP permits for the Project.

11.9 Utility Easements Non-Platted. Conveyance to the City, its successors and assigns, shall be by good and sufficient Utility Easement for all other utility facilities not located within a dedicated platted easement, parcel, tract, or right-of-way. Said easement shall grant the City a perpetual right, easement, and privilege to own, operate, maintain, repair, and replace utility facilities, including mains, connections, pumps, and meters, together with the right of ingress and egress within granted easements. Owner/Developer shall also secure from each mortgagee and lienor a release or subordination of mortgagee's and lienor's interest in the deed or easement and fixtures thereon. So long as the easements do not materially interfere with the Owner/Developer's use and enjoyment of the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in form acceptable to the City Attorney, as the City may deem necessary or appropriate for the installation and maintenance of the City's utility services, including, but not limited to sewer, water, and reclaimed water services.

11.10 Recording Fees. Recording fees shall be provided for the Bill of Sale, Absolute, deeds, easements and any other instruments or legal agreements to be recorded by the City in the official records of Seminole County, Florida. Recording fees shall be calculated by the City in accordance with recording fees adopted by Seminole County at the time of Project close-out.

12.0 OBLIGATIONS, COMPLIANCE, AND REMEDIES

12.1 Obligations. The Owner/Developer agrees that it, and its successors and assigns, will abide by the provisions of this Agreement, the City's Land Development Code, and City Ordinances, as they relate to requirements for municipal utility services and in accordance with the Approved Plan, as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable.

12.2 Compliance and Remedies - Subdivision Development and Utility Infrastructure Construction. The Project shall be under the jurisdiction of Seminole County as it pertains to plat approvals and subdivision infrastructure conformance. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement, in accordance with the City's Land Development Code, Ordinances relating to municipal potable water, reclaimed, water and/or sanitary sewer utility services and specifications and City approvals in accordance with the Approved Plan after a City Utility Permit has been issued, then the City shall give the Owner/Developer and Seminole County thirty (30) days written notice of the Owner/Developer's obligation to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, the City, without further notice to the Owner/Developer, or its successors in interest, shall notify Seminole County of the Owner/Developer's failure to perform. Upon notification to Seminole County, Seminole County shall determine what remedies may be appropriate based on Seminole County plat approvals and related plat performance bonds. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, permit approval sign-offs, and may withhold providing municipal potable water, reclaimed water, and/or sanitary sewer utility services to the Project should the Owner/Developer fail to comply with the terms of this Agreement. Notwithstanding the foregoing, the City shall not be obligated to activate potable water, reclaimed water, or sanitary sewer service to the Project until the City has received all of the items required for project closeout, including but not limited to those items specified in Section 11 above.

12.3 Compliance and Remedies - After Project Completion. After Project completion, should the Owner/Developer (including any subsequent entity or owner of the Subject Property, in part or in whole, which may include without limitation a subsequent individual lot owner) fail to comply with the City's Land Development Code, and City Ordinances, as they relate to requirements for municipal utility services and in accordance with the Approved Plan, as amended from time to time, then the City shall give the Owner/Developer thirty (30) days written notice of the Owner/Developer's obligation to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any rights or remedies that it may have, perform any and all such required obligations. Further, the City is hereby authorized to assess the actual and verified cost of completing such obligations required under this Agreement against the Subject Property. The lien of such assessments shall be superior to all others, and all existing

lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the below-mentioned address.

13.0 ATTORNEY'S FEES

In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for all costs and expenses, including attorneys' fees whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement which costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment for said monies to the City, the recording of this Agreement shall constitute a lien upon the property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of sixteen percent (16%) compounded annually or at the maximum rate allowed by law.

14.0 INDEMNIFICATION

The Owner/Developer shall indemnify and hold harmless the City from and against all claims, demands, disputes, damages, costs, expenses (to include attorney's fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Project on the Subject Property, by the City or by third parties, except those claims or liabilities caused by or arising from the gross negligence of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development Project on the Subject Property, including, but not limited to, utility plans (e.g. potable water, reclaimed water, sanitary sewer, drainage, etc.), fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

15.0 NOTICES

Where notice is herein required to be given between parties, it shall be by certified mail, return receipt requested, addressee only, hand delivery or courier. Said notice shall be sent to the following, as applicable:

FOR THE OWNER/DEVELOPER:

SFPR SUNLAND LLC
8241 Via Bonita Street
Sanford, FL 32771

FOR THE LENDER:

Charles E. Sanders II
17732 Baywatch Ct. NE
Poulsbo, WA 98370

FOR THE CITY:

Director of Growth Management
City of Altamonte Springs
225 Newburyport Ave
Altamonte Springs, FL 32701

Director of Public Works and Utilities
City of Altamonte Springs
225 Newburyport Ave
Altamonte Springs, FL 32701

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

16.0 TITLES AND HEADINGS

The title of this Agreement, and the headings of Sections and sub-Sections used herein are for convenience only and shall not be relied upon in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

17.0 BINDING EFFECT

This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and its assigns and successors in interest and the City and its assigns and successors in interest. The Owner/Developer agrees to pay the cost of recording this document in the Public Records of Seminole County, Florida, and shall reimburse the City for the preparation of this Agreement in such amount to be determined by the City. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

18.0 PRIOR AGREEMENTS

This Agreement constitutes the full and complete agreement and understanding of the parties relating to the matters set forth herein and this Agreement shall supersede and replace

any prior written or oral agreements concerning such matters. However, the terms and conditions of the Approved Plan are herein incorporated. In the event of a conflict between this Agreement and the Approved Plan should occur, the more stringent requirement shall apply unless otherwise agreed to by the City.

19.0 SEVERABILITY

If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

OWNER/DEVELOPER

[Signature]

Signature of Witness # 1

Tanya Munoz

Print or type name

8241 VIA PANAMA

Address

SAWFAORD, FL

City/State

[Signature]

Signature of Witness # 2

Lucretia Munoz

Print or type name

8240 VIA PANAMA

Address

SAWFAORD, FL

City/State

STATE OF

FLORIDA

COUNTY OF

SANFORD

By:

[Signature]

Signature

Zachary Miller

Print or type name

As:

Mgr of SFPP Services

Print or type corporate officer title
(if applicable)

Mailing Address:

8241 VIA PANAMA

SAWFAORD, FL

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this 13th day of January, 2027, by Zachary Miller
Zachary Miller as Owner for



[Signature]
Signature of Notary Public – State of Florida

Print, Type, or Stamp Commissioned Name of
Notary Public

Personally known, or
 Produced Identification
Type of Identification Produced:

ACCEPTED BY THE CITY OF ALTAMONTE SPRINGS

Approved as to form and
legality for use and
reliance by the City of
Altamonte Springs

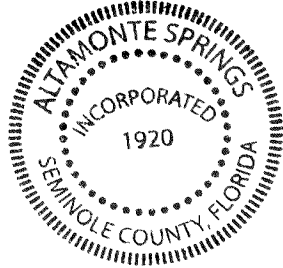
Mary Sneed
MARY SNEED, City Attorney

By: Pat Bates
Pat Bates, Mayor

Date: 2/3/2026

ATTEST: Angela M Apperson
Angela M. Apperson, City Clerk

Mailing Address:
225 Newburyport Avenue
Altamonte Springs, FL 32701



**STATE OF FLORIDA
COUNTY OF SEMINOLE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of February, 2026, by PAT BATES and ANGELA M. APPERSON, Mayor and City Clerk respectively, of the CITY OF ALTAMONTE SPRINGS, FLORIDA, who are personally known to me and they acknowledged executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Altamonte Springs, Florida.

(Notary Seal)

Alisa Prince
Signature

Alisa Prince
Print name

Notary Public - State of Florida
Commission No. HH 418338
My Commission Expires: 10/21/2027



ALISA PRINCE
Commission # HH 418338
Expires October 21, 2027

THIS INSTRUMENT PREPARED BY:
Mary L. Sneed, Esq., City Attorney
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701

Seminole County, Florida
Property Appraiser's Parcel ID Numbers:
22-21-29-300-0180-0000

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

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT made this 5th Day of January 2026, by **CHARLES E. SANDERS II**, an individual resident of the State of Washington, whose address is 17732 Baywatch Ct. NE, Poulsbo, Washington 98370, referred to as Mortgagee.


WITNESSETH: Mortgagee is the owner and holder of that certain Purchase Money Mortgage ("Mortgage"), which Mortgage is recorded in Official Records Book 10921, Pages 626-634 in the Public Records of Seminole County, Florida, and which Mortgage encumbers the property described in that certain Developer's Agreement, which property is owned by **SFPR SUNLAND, LLC**, a Florida limited liability company. Mortgagee does hereby agree to subordinate all its interests and rights contained in the property to the foregoing Utility Services and Annexation Agreement entered into by SFPR SUNLAND LLC as Owner/Developer and the **CITY OF ALTAMONTE SPRINGS**. This Subordination Agreement shall bind all successors, assigns, and representatives of the Mortgagee.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

MORTGAGEE:



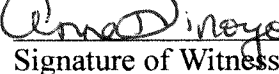
Signature of Witness # 1

By: 

Signature

Anita Zuidweg 2359 Yale Ave E
Print name Seattle WA 98102

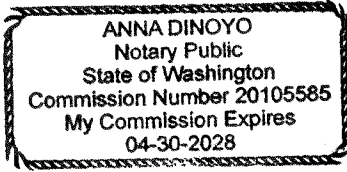
Charles E. Sanders II
Print name: Charles E. Sanders II



Signature of Witness # 2 Port Orchard, WA 98367

Anna Dimayo
Print name

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this ^{5th day of January, 2026} ~~31st day of December, 2025~~, by CHARLES E. SANDERS II.



Anna Dinoyo
Signature of Notary Public – ~~State of Florida~~ Washington

Anna Dinoyo, 20105585
Print, Type, or Stamp Commissioned Name of Notary
Public exp 04-30-2028

- Personally known, or
 - Produced Identification
- Type of Identification Produced:

WA State DL

EXHIBIT "A"

SUBJECT PROPERTY

LEGAL DESCRIPTION:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH 00 DEGREES 07 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 22, 25 FEET TO THE POINT OF BEGINNING, BEING ON THE NORTH RIGHT OF WAY LINE OF HILL VIEW DRIVE; THENCE CONTINUE NORTH 00 DEGREES 07 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 443.36 FEET, THENCE RUN NORTH 89 DEGREES 36 MINUTES 52 SECONDS EAST PARALLEL TO AND 468.36 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 22, 328.18 FEET; THENCE RUN SOUTH 00 DEGREES 03 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, 443.36 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HILLVIEW DRIVE, THENCE RUN SOUTH 89 DEGREES 36 MINUTES 52 SECONDS WEST ALONG SAID NORTH RIGHT OF WAY LINE, 328.73 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.