



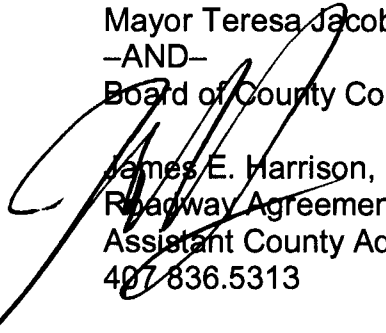
Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
DEC 16 2014 KH/BS

AGENDA ITEM

November 20, 2014

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM:  James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee
Assistant County Administrator's Office
407 836.5313

SUBJECT: December 16, 2014 – Consent Item
First Amendment to Village H Horizon West Road Network Agreement
(C.R. 545)

The Roadway Agreement Committee has reviewed the First Amendment to Village H Horizon West Road Network Agreement (C.R. 545) ("First Amendment") among Orange County and D.R. HORTON, INC. ("DRHI"); AVALON PROPERTIES, LTD. ("Avalon"); TITAN WESTERN BELTWAY, LLC ("Titan"); HANOVER HICKORY NUT, LLC, ("Hanover"); ZANZIBAR PROPERTIES, LLC ("Zanzibar"); SEIDEL WEST I, LLC ("Seidel"); LENNAR HOMES LLC ("Lennar"); and SPRING GROVE, LLC ("Spring Grove"). The Village H Horizon West Road Network Agreement ("Agreement") was approved by the Board of County Commissioners on February 20, 2013 and recorded at OR Book/Page 10525/6172. Under the terms of the First Amendment, a portion of the Zanzibar property is removed from the area covered under the Village H Road Network Agreement. This portion lies within the Town Center rather than within Village H and was included in the original Agreement in error.

The Roadway Agreement Committee approved the First Amendment to Village H Road Network Agreement (C.R. 545) on September 17, 2014. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

ACTION REQUESTED: Approval of First Amendment to Village H Horizon West Road Network Agreement (C.R. 545) by and among D.R. Horton, Inc., Avalon Properties, LTD., Titan Western Beltway, LLC, Hanover Hickory Nut, LLC, Zanzibar Properties, LLC, Seidel West I, LLC, Lennar Homes, LLC, Spring Grove, LLC and Orange County to modify the terms of the Agreement to adjust the legal description, removing a portion of the Zanzibar property. District 1

Attachments
JEH|HEGB:rep

DEC 16 2014 KH/BS

Prepared by and after recording return to:
William E. Barfield, Esq
William E. Barfield, P.A.
225 S. Westmonte Drive, Suite 2040
Altamonte Springs, Florida 32724

Tax Parcel I.D. No.:

05-24-27-0000-00-003
05-24-27-0000-00-010
07-24-27-0000-00-001
07-24-27-0000-00-003
08-24-27-0000-00-002
08-24-27-0000-00-005
08-24-27-0000-00-006
08-24-27-0000-00-017
08-24-27-0000-00-021
08-24-27-0000-00-025
17-24-27-0000-00-008
18-24-27-0000-00-004
31-23-27-0000-00-004
31-23-27-0000-00-005
17-24-27-0000-00-009

**FIRST AMENDMENT TO
VILLAGE H HORIZON WEST ROAD NETWORK AGREEMENT (C.R. 545)**

THIS FIRST AMENDMENT TO THE VILLAGE H HORIZON WEST ROAD NETWORK AGREEMENT (C.R. 545) (the "First Amendment"), effective as of the latest day of execution ("Effective Date"), by and among **D.R. HORTON, INC. (DRHI)**, a Delaware corporation whose address is 5850 T.G. Lee Blvd., Suite 600, Orlando, Florida 32822; **AVALON PROPERTIES, LTD. ("Avalon")**, a Florida limited partnership, 1411 Edgewater Drive, Suite 101, Orlando, Florida 32804; **TITAN WESTERN BELTWAY, LLC ("Titan")** a Florida limited liability company, 2281 Lee Road, Suite 204, Winter Park, Florida 32789; **HANOVER HICKORY NUT, LLC ("Hanover")**, c/o Hanover Land Company, LLC, 911 Outer Road, Orlando, Florida 32814; **ZANZIBAR PROPERTIES, LLC, ("ZANZIBAR")**, a

First Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)

Florida limited liability company whose address is 27 Summerlin Ave., Orlando, Florida 32801; **SEIDEL WEST I, LLC, (“SEIDEL”)**, a Florida limited liability company whose address is 617 N. Wymore Rd., Winter Park, Florida, 32789; **LENNAR HOMES, LLC, (“Lennar”)** a Florida limited liability company whose address is 4600 W. Cypress St., Suite 200, Tampa, Florida 33607, as successor in interest to Avalon Properties, LTD as to a portion of Avalon’s property; **SPRING GROVE, LLC, (“Spring Grove”)** a Delaware limited liability company whose address is 5956 Sherry Lane Suite 1000, Dallas, TX. 75225, as successor in interest to Horizon West Properties and HAP, Inc. (herein after collectively referred to as “OWNERS”) ; and Orange County, a charter county and political subdivision of the State of Florida (“County”), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

RECITALS:

A. On or about February 12, 2013, County and Owners entered into the VILLAGE H HORIZON WEST ROAD NETWORK AGREEMENT (C.R. 545) (the “Agreement”) recorded February 20, 2013 in Book 10525, Page 6172 Public Records of Orange County, Florida;

B. The County and Owners are desirous of amending certain provisions of the Agreement, as set forth below.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

First Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)

1. Recitals. The above recitals are true and correct and are hereby incorporated as material provisions of this Amendment by this reference.
2. Any capitalized terms not defined herein shall have the same definition as in the Agreement.
3. The property owned by Zanzibar located in Town Center and described as follows shall be deleted from the encumbrance of the Agreement:

8612 Avalon Road (parcel NO. 32-23-27-0000-00-007) the NW ¼ of the SW ¼ lying W of State Road (Less part taken for R/W per 2003-CA-010959 and less that part lying SWLY of said R/W) in Sec 32-23-27 all in Orange County, Florida
4. Exhibit "F" of the Agreement is hereby deleted from the Agreement and replaced with the new Exhibit "F" which is attached to this First Amendment.
5. Notice. The parties to receive notices as required by the Agreement is amended as follows: Any notice delivered with respect to this First Amendment or the Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

First Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)

As to DRHI: D.R. Horton, Inc.
5850 T. G. Lee Blvd.
Suite 600
Orlando, Florida 32822
Attention: David V. Auld
Facsimile: (407) 850-5350

With a Copy to: Miranda F. Fitzgerald, Esq.
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Ave.
Orlando, Florida 32801
Facsimile: (407) 843-4444

As to Avalon: Avalon Properties, Ltd.
1411 Edgewater Drive, Suite 101
Orlando, Florida 32804
Attention: Robert Hewett
Facsimile: (407) 318-7370

With a copy to: Daniel Thomas O'Keefe, Esq.
Shutts & Bowen
300 S. Orange Ave., Suite 1000
Orlando, Florida 32801
Facsimile: (407) 849-7256

As to TWB Titan Western Beltway, LLC
2281 Lee Road, Suite 204
Winter Park, Florida 32789
Attention: Stan Pietkiewicz
Facsimile: (407) 628-0891

With a copy to: Peter Fides, II, Esq.
Greenberg Trauig, P.A.
450 S. Orange Ave., Suite 650
Orlando, Florida 32801
Facsimile: (407) 420-5909

First Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)

As to Hanover Hanover Hickory Nut, LLC
 c/o Hanover Land Company, LLC
 911 Outer Road
 Orlando, Florida 32801
 Attention: T. Benjamin Snyder and
 William S. Orosz, Jr.
 Facsimile: (407) 206-9333

With a copy to: Andrew J. Orosz, Esq.
 Lownes, Drosdick, Doster, Kantor & Reed, P.A.
 215 North Eola Drive
 Orlando, Florida 32801
 Facsimile: (407) 843-4444

As to Zanzibar: Zanzibar Properties, LLC
 27 Summerlin Ave
 Orlando, Florida 32801
 Attention: Sadique Jaffer
 Facsimile: (407) 649-7222

With a copy to: William E. Barfield, Esq.
 225 S. Westmonte Drive, Suite 2040
 Altamonte Springs, Florida 32714
 Facsimile: (866) 473-0427

As to Seidel: Seidel West, LLC
 617 N. Wymore Road
 Winter Park, Florida 32789
 Attention: Cole W. Clayton
 Facsimile: 9407) 628-4775

As to Lennar Lennar Homes, LLC
 4600 West Cypress Street, Suite 200
 Tampa, Florida 33607
 Attn: Mark Metheny

With a copy to: Lennar Corporation
 700 NW 107th Avenue - 4th Floor
 Miami, Florida 33172
 Attn: General Counsel

First Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)

- With a copy to: Julie Kendig-Schrader, Esq.
Greenberg Traugott, P.A.
450 S. Orange Ave., Suite 650
Orlando, Florida 32801
Facsimile: (407) 420-5909
- As to Spring Grove: Spring Grove, LLC
Commerce Park Dr. Suite 2
Ft. Myers, Florida 33966
Attention: Sean Froelich
- With a copy to: Akerman Senterfitt
Attention: James H. McNeil, Jr., Esq.
420 South Orange Avenue
Citrus Center, 12th Floor
Orlando, Florida 32801
Facsimile: 407-254-4251
- As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393
- With a copy to: Orange County Community, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-9205

5. Covenants Running with the Land. This First Amendment shall run with the Properties and shall be binding upon and shall inure to the benefit and detriment of the heirs, legal representatives, successors, and assigns of Owner and any person, firm, corporation, or other entity that may become the successor in interest to the PD Property, as that term is defined in the Agreement.

First Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)

6. Recordation. An executed original of this First Amendment shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.
7. Applicable Law. This First Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.
8. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this First Amendment and in the Agreement.
9. Further Documentation. The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.
10. Limitation of Remedies. County and Owners expressly agree that any remedies available to an aggrieved party to this First Amendment shall be as set forth in the Agreement.
11. Amendment. No amendment, modification, or other change to this First Amendment or the Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.
12. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

First Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)

IN WITNESS WHEREOF, OWNERS and COUNTY have executed this First Amendment
in manner and form sufficient to bind them on the dates set forth below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Art Salcedo*

Teresa Jacobs
Teresa Jacobs,
Orange County Mayor

Date: 12.16.14

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

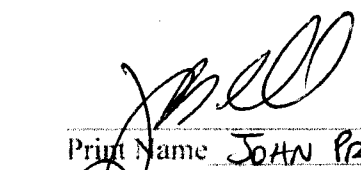
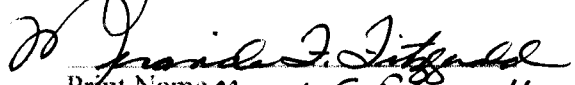
By: *Jessica Moore*
for Deputy Clerk


Print Name: Jessica Moore

First Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)

WITNESSES:

D.R. HORTON, INC., a Delaware
corporation

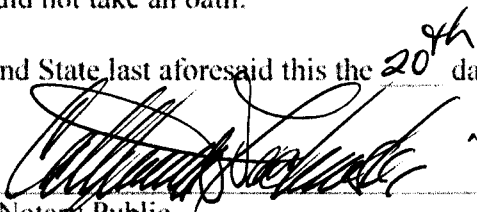

Print Name JOAN POWELL

Print Name Miranda F. Fitzgerald

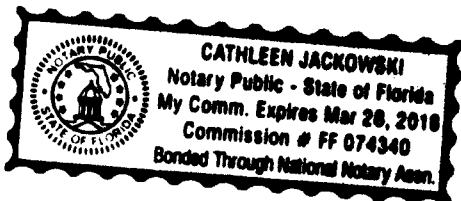
By: 
Its: ASSISTANT SECRETARY
Date: 10-20-14

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by James Cooper as
Ass't Secretary of D.R. Horton, Inc., a Delaware corporation, on behalf of the
company, and who is known by me to be the person described herein and who executed the
foregoing this the 20th day of October, 2014. He/she is personally known to me or has
produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 20th day of
October, 2014


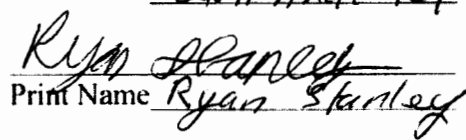

Notary Public
Print Name Cathleen Jackowski
My Commission Expires 3/28/2018




First Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)

WITNESSES:

AVALON PROPERTIES, LTD., a Florida
limited partnership

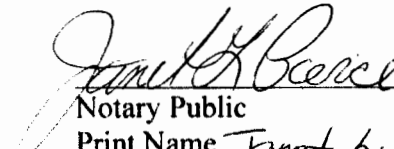

Print Name Scott Anderson

Print Name Ryan Stanley

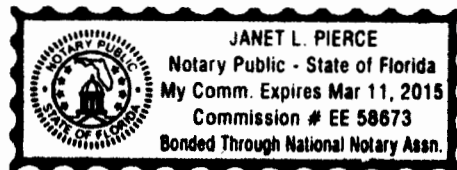
By: 
Its: Managing general partner
Date: 11/14/14

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Thomas W. Hewitt as
Managing General Partner of Avalon Properties, Ltd., a Florida limited partnership, on behalf of
the company, and who is known by me to be the person described herein and who executed the
foregoing this the 14 day of November, 2014. He/she is personally known to me or has
produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 14 day of
November, 2014


Notary Public
Print Name Janet L. Pierce
My Commission Expires 3-11-15



First Amendment to
Village II Horizon West Road Network Agreement (C.R. 545)

WITNESSES:

TITAN WESTERN BELTWAY, LLC, a
Florida limited liability company

Neco Downey
Print Name Neco Downey

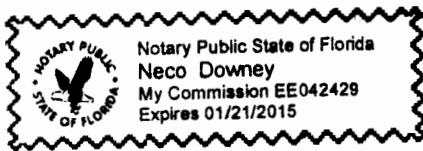
By: [Signature]
Its: Officer, Managing Member
Date: 11-17-14

[Signature]
Print Name William Barkfield

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Stan Piet Kiewicz as
Managing Member of Titan Western Beltway, LLC, a Florida limited liability company, on
behalf of the company, and who is known by me to be the person described herein and who
executed the foregoing this the 17 day of November, 2014. He/she is personally known
to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 17 day of
November, 2014



Neco Downey
Notary Public
Print Name Neco Downey
My Commission Expires 01/21/2015

First Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)

WITNESSES:

HANOVER HICKORY NUT, LLC, a
Florida limited liability company

Ryan Kahn
Print Name Ryan Kahn

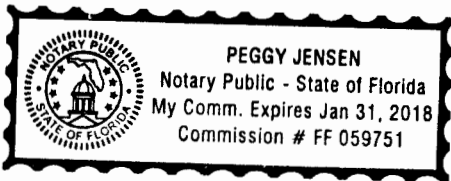
Peggy Jensen
Print Name Peggy Jensen

By: *Ben Snyder*
Its: VP Land
Date: 10/22/14

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Ben Snyder as
VP-land of Hanover Hickory Nut, LLC, a Florida limited liability company, on
behalf of the company, and who is known by me to be the person described herein and who
executed the foregoing this the 22nd day of October, 2014. He/she is personally known
to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 22nd day of
October, 2014


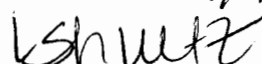


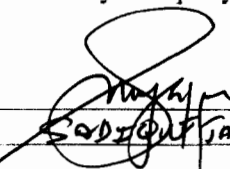
Peggy Jensen
Notary Public
Print Name _____
My Commission Expires _____

First Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)

WITNESSES:

ZANZIBAR PROPERTIES, LLC, a Florida
limited liability company


Print Name William E. Bunker

Print Name LISA SHULTZ

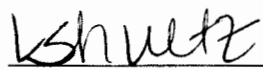
By: 
Its: Sadique Satter - Managing Member
Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE vs
Seminole

The foregoing instrument was acknowledged before me by Sadique Satter as
Managing Member of Zanzibar Properties, LLC a Florida limited liability company, on
behalf of the company, and who is known by me to be the person described herein and who
executed the foregoing this the 30 day of November, 2014. (He/she is personally known
to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 30 day of
November, 2014




Notary Public LISA SHULTZ
Print Name
My Commission Expires 5/30/2016

First Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)

WITNESSES:

SEIDEL WEST I, LLC, a Florida limited liability company

Lisa m ell
Print Name Lisa m ell

By: Cole W. Clayton
Its: Managing Member
Date: 10/23/14

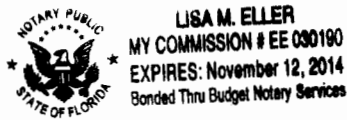
David J. Matthews
Print Name DAVID J. MATTHEWS

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Cole Clayton as Managing Member of Seidel West I, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing this the 23 day of October, 2014. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 23 day of October, 2014

Lisa m ell
Notary Public
Print Name Lisa m. Eller
My Commission Expires November 12, 2014



First Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)

WITNESSES:

LENNAR HOMES, L.L.C., a Florida limited liability company

Jennifer J. Gardner
Print Name Jennifer Gardner

By: [Signature]
Its: Vice President
Date: November 18, 2014

W. Cardinale
Print Name W. CARDINALE

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by MARK METHEN as VICE PRESIDENT of Lennar Homes, L.L.C, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing this the 18th day of NOVEMBER, 2014. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 18th day of NOVEMBER, 2014



W. CARDINALE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF099248
Expires 3/6/2018

W. Cardinale
Notary Public
Print Name W. CARDINALE
My Commission Expires 3-6-18

First Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)

WITNESSES:

SPRING GROVE, LLC, a Delaware
limited liability company

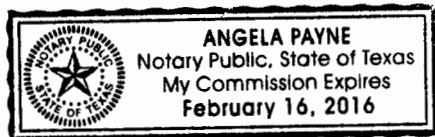
Susan S. James
Print Name Susan S. James
Charlotte Hawthorne
Print Name Charlotte Hawthorne

By: [Signature]
Its: Manager
Date: 11.18.14

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Daniel A. Traylor as
Manager of Spring Grove, LLC, a Delaware limited liability company, on
behalf of the company, and who is known by me to be the person described herein and who
executed the foregoing this the 18 day of November, 2014. He/she is personally known
to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 18 day of
November, 2014



Angela Payne
Notary Public
Print Name Angela Payne
My Commission Expires February 16, 2016

First Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)

Exhibit "F"

EXHIBIT "F" TO ROAD NETWORK AGREEMENT

ZANZIBAR VILLAGE H PROPERTY LEGAL DESCRIPTION

Parcel No. 31-23-27-0000-00-004
17999 OLD YMCA ROAD

THE S ½ LYING N OF ROAD (OLD YMCA ROAD) OF SECTION 31-23-27 AND SE ¼ OF
SE ¼ OF NW ¼ OF SEC 31-23-27 & THAT PT OF NW ¼ OF SW ¼ LYING SWLY OF R/W
DESCRIBED IN 2003-CA 010959 IN SEC 32-23-27

First Amendment to
 Village H Horizon West Road Network Agreement (C.R. 545)

