



Interoffice Memorandum

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JAN 27 2015 NP/KH

January 9, 2015

AGENDA ITEM

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners
FROM: James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee
407 836.5610
SUBJECT: January 27, 2015 – Consent Item
Second Amendment to Village H Horizon West Road Network
Agreement (C.R. 545)

The Roadway Agreement Committee has reviewed the Second Amendment to Village H Horizon West Road Network Agreement (C.R. 545) ("Second Amendment") among Orange County and 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; COLUMNAR PARTNERSHIP HOLDINGS LLC; SPRING GROVE, LLC and I. SPRING GROVE PROPERTIES, LLC also executed a contingent joinder to the agreement. 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. A First Amendment was approved by the Board of County Commissioners on December 16, 2014 and recorded at OR Book/Page 10851/0626. Under the terms of the Second Amendment, Performance Threshold 2 and Performance Threshold 3 in Section 6 are amended to revise the timing of the Participating Owners' obligations under the Performance Thresholds as shown in the revised Table 1.

The Roadway Agreement Committee approved the Second Amendment to Village H Road Network Agreement (C.R. 545) on January 7, 2015. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

ACTION REQUESTED: Approval of Second 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; Columnar Partnership Holdings I, LLC; Spring Grove, LLC; Spring Grove Properties, LLC; and Orange County to modify the terms of the Agreement to adjust the Participating Owner's Obligations under the Performance Thresholds 2 and 3 as shown in Table 1. District 1

JEH|HEGB:rep
Attachments

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JAN 27 2015 NP/KH

Prepared by and after recording return to:
Miranda F. Fitzgerald, Esq.
Account #802
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801

Tax Parcel I.D. Nos.:

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

Execution Version

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

THIS SECOND AMENDMENT TO THE VILLAGE H HORIZON WEST ROAD NETWORK AGREEMENT (C.R. 545) (the “**SECOND 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 6200 Lee Vista Boulevard, Suite 400, Orlando, Florida 32822; **AVALON PROPERTIES, LTD. (“AVALON”)**, a Florida limited partnership, whose address is 1411 Edgewater Drive, Suite 101, Orlando, Florida 32804; **TITAN WESTERN BELTWAY, LLC (“TITAN”)**, a Florida limited liability company, whose address is 2281 Lee Road, Suite 204, Winter Park, Florida 32789; **HANOVER HICKORY NUT, LLC**

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(“**HANOVER**”), c/o Hanover Land Company, LLC, a Florida liability company, whose address is 911 Outer Road, Orlando, Florida 32814; **ZANZIBAR PROPERTIES, LLC**, (“**ZANZIBAR**”), a 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; **COLUMNAR PARTNERSHIP HOLDINGS I, LLC** (“**COLUMNAR**”), an Indiana limited liability company whose address is 4514 Cole Avenue, Suite 617, Dallas, TX 75205, as successor in interest to Horizon West Properties and HAP, Inc.; and **SPRING GROVE, LLC**, (“**SPRING GROVE**”), a Delaware limited liability company, whose address is 6442 Commerce Park Dr., Suite. 2, Ft. Myers, Florida 33966, as successor in interest to Columnar as to a portion of Columnar’s property, (hereinafter 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) recorded February 20, 2013 in Official Records Book 10525, Page 6172, Public Records of Orange County, Florida, as amended by that certain FIRST AMENDMENT TO VILLAGE H HORIZON WEST ROAD NETWORK AGREEMENT (C.R. 545) recorded December 19, 2014 in Official Records Book 10851, Page 626, Public Records of Orange County, Florida (collectively, the “Agreement”);

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

C. **SPRING GROVE PROPERTIES, LLC**, (“SGP”), a Florida limited liability company whose address is 1411 Edgewater Drive, Suite 101, Orlando, Florida 32804 is the contract purchaser of the property currently owned by Columnar and has executed the Contingent Joinder attached to this Amendment.

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

1. Recitals. The above recitals are true and correct and are hereby incorporated as material provisions of this Amendment by this reference. Any capitalized terms not defined herein shall have the same definition as in the Agreement.
2. Selection of Engineer of Record for Road Segments. The first sentence of Section 5.2 of the Agreement is hereby amended to delete the word “completion” and replace it with the word “funding.” The following shows the revisions to Section 5.2 pursuant to this paragraph:

“5.2 Selection of Engineer of Record for Road Segments. Following funding of the Preliminary Design Study, the Participating Owner that first notifies the Escrow Agent of its intent to initiate Performance Threshold 2 work for any Road Segment shall be the Constructing Owner for that Road Segment and shall select the Engineer of Record it deems most appropriate to provide the final design, engineering, and permitting services related to the particular Road Segment, taking into consideration the firm’s qualifications and proposed price for the anticipated services.”

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3. Trip Allocations and Performance Thresholds. Performance Threshold 2 and Performance Threshold 3 in Table 1 under Section 6 of the Agreement are hereby amended to revise the timing of the Participating Owners' obligations under these Performance Thresholds. The following shows the revisions to Performance Threshold 2 and Performance Threshold 3 in Table 1 pursuant to this paragraph:

Table 1

<u>Threshold Number</u>	<u>Performance Threshold</u>	<u>Trip Allocation</u>	<u>Percentage of Threshold Trip Total</u>
1.	Participating Owners to fully fund the Preliminary Design Study	<u>709</u>	100%
	Subtotal:	<u>709</u>	
2.	Participating Owners to fully fund final design, engineering, permitting, and any required County acquisition of right-of-way or easements for the following Road Segments:		
	• Schofield Road to Old YMCA Road;	163	23%
	• Old YMCA Road to Entrance of Parcel 6;	156	22%
	• Entrance of Parcel 6 to northern boundary line of Parcel 10;		
	• Northern boundary line of Parcel 10 to South Leg of Loop Road;	192	27%
	Subtotal:	<u>198</u>	<u>28%</u>
		<u>709</u>	100%
3.	County to acquire right-of-way from non-Village H owners as may be necessary, and Participating Owners to complete their right-of-way and easement conveyances, fully fund construction of the following Road Segments, enter into construction contracts, and commence the four-lane reconstruction of the following Road Segments:		
	• Schofield Road to Old YMCA Road;	718	23%
	• Old YMCA Road to Entrance of Parcel 6;	686	22%
	• Entrance of Parcel 6 to northern boundary line of Parcel 10;	842	27%
	• Northern boundary line of Parcel 10 to South Leg of Loop Road;	<u>874</u>	<u>28%</u>
	Subtotal:	3,120	100%
4.	Participating Owner to complete construction and obtain Certificates of Completion for the following Road Segments:		
	• Schofield Road to Old YMCA Road;		
	• Old YMCA Road to Entrance of Parcel 6;	261	23%
	• Entrance of Parcel 6 to northern boundary line of Parcel 10;	250	22%
	• Northern boundary line of Parcel 10 to South Leg of Loop Road;	307	27%

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Subtotal:	<u>317</u>	<u>28%</u>
Total:	1,135	100%
	<u>5,673</u>	

4. Issuance of Road Segment Threshold 2 Certificates of Payment. The second and fourth sentences of Section 8.2 of the Agreement are hereby amended to delete the word “complete” and replace it with the word “fund” and to delete subsections (iii) and (iv). The following shows the revisions to Section 8.2 pursuant to this paragraph:

8.2 Issuance of Road Segment Threshold 2 Certificates of Payment. The Escrow agent shall submit to the County’s Transportation Planning Division a “**Road Segment Threshold 2 Certificate of Payment**” (Exhibit I-2) and obtain from the Transportation Planning Division within ten (10) business days thereafter a Confirmation Letter for the applicable number of Trips for the particular Road Segment. The Escrow Agent shall issue a copy of the applicable Confirmation Letter and an Assignment of Vested Trips to those Participating Owners that have placed into escrow prepaid transportation impact fees in amounts at least sufficient to fund the Performance Threshold 2 requirements for any Road Segment. The assignment of Vested Trips shall be based on the each Participating Owner’s prepayment of Impact Fees for its proposed development program and the number of cumulative Trips in the proposed development programs of all Participating Owners that have elected to participate in this particular Road Segment, as shown in the examples set forth in Subsection 8.1 above. **No Road Segment Threshold 2 Certificate of Payment shall be submitted to the Transportation Planning Division and no Assignment of Vested Trips shall be issued to a Participating Owner by the Escrow Agent until (i) the Escrow Agent has received into escrow, either in cash or Irrevocable Letters of Credit from Participating Owners, not less than the total amount of the estimated costs to fund the Threshold 2**

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obligations for a particular Road Segment, including any required County acquisition of right-of-way or easements; and (ii) the final plans for that particular Road Segment are funded. The anticipated cost for the final design, engineering, and permitting shall be based on the Engineer of Record's preliminary estimate as approved by the County, plus a 10% contingency factor. The funds collected for the County's acquisition of right-of-way shall be an amount equal to the estimated acquisition costs plus a 20% contingency factor. The funds collected for the County's acquisition of right-of-way must be deposited by the Escrow Agent with the County Comptroller, as provided in Subsection 14.1 of this Agreement.

5. Issuance of Road Segment Threshold 3 Certificates of Payment. The fourth sentence in Section 8.3 of the Agreement is hereby amended to clarify the County's right-of-way acquisition obligation and include the Participating Owners' right-of-way and easement conveyance obligations that have been transferred from Performance Threshold 2 to Performance threshold 3. The following shows the revisions to Section 8.3 pursuant to this paragraph:

8.3. Issuance of Road Segment Threshold 3 Certificates of Payment. The Escrow Agent shall submit to the County's Transportation Planning Division a "**Road Segment Threshold 3 Certificate of Payment**" (Exhibit I-3) and obtain from the Transportation Planning Division within ten (10) business days thereafter a Confirmation Letter for the applicable number of Trips allocated to the particular Road Segment. The Escrow Agent shall issue a copy of the applicable Confirmation Letter and an Assignment of Vested Trips to those Participating Owners that have placed into escrow prepaid transportation impact fees in amounts at least sufficient to complete the Performance Threshold 3 requirements for any Road Segment. The assignment of Vested Trips shall be based on the each Participating

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Owner's prepayment of Impact Fees for its proposed development program and the number of cumulative Trips in the proposed development programs of all Participating Owners that have elected to participate in the particular Road Segment, as shown in the examples set forth in Subsection 8.1 above. **No Road Segment Threshold 3 Certificate of Payment shall be submitted to the Transportation Planning Division, and no Assignment of Vested Trips shall be issued to a Participating Owner by the Escrow Agent until (i) the Escrow Agent has received into escrow, either in cash or Irrevocable Letters of Credit from Participating Owners, not less than the total amount of the estimated costs to complete the Threshold 3 obligations for a particular Road Segment; (ii) the County has acquired any necessary right-of-way for the particular Road Segment from non-Village H owners; (iii) the necessary right-of-way and easement conveyances from Participating Owners for the particular Road Segment have been completed; (iv) a construction contract has been executed for the particular Road Segment naming the County as a third party beneficiary; and (v)_construction has commenced on the particular Road Segment.** The anticipated construction cost of a Road Segment shall be based on the Engineer of Record's preliminary estimate as approved by the County, plus a 10% contingency factor.

6. Notice. Any notice delivered with respect to this Second 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

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other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

- As to DRHI: D.R. Horton, Inc.
6200 Lee Vista Boulevard
Suite 400
Orlando, Florida 32822
Attention: Broc Althafer
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 Hewitt
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 Traug, P.A.
450 S. Orange Ave., Suite 650
Orlando, Florida 32801
Facsimile: (407) 420-5909

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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.
 Lowndes, 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 I, LLC
 617 N. Wymore Road
 Winter Park, Florida 32789
 Attention: Cole W. Clayton
 Facsimile: (407) 628-4775

As to Lennar Lennar Homes, LLC
 4600 West Cypress Street, Suite 200
 Tampa, Florida 33607
 Attention: Mark Metheny
 Facsimile: (813) 574-5703

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- With a copy to: Lennar Corporation
700 NW 107th Avenue - 4th Floor
Miami, Florida 33172
Attention: General Counsel
Facsimile: (305) 229-6650
- With a copy to: Thomas Sullivan, Esq.
Gray Robinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, Florida 32801
Facsimile: (407) 244-5690
- As to Columnar: Columnar Partnership Holdings, LLC
4514 Cole Avenue, Suite 617
Dallas, TX 75205
Attention: Dan Traynor
Facsimile: (239) 225-2214
- With a copy to: Akerman Senterfitt
Attention: James H. McNeil, Jr., Esq.
420 South Orange Avenue
Citrus Center, 12th Floor
Orlando, FL 32801
Facsimile: (407) 849-7256
- As to Spring Grove: Spring Grove, LLC
6442 Commerce Park Dr. Suite 2
Ft. Myers, Florida 33966
Attention: Sean Froelich
Facsimile: 239-225-2214
- 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
Facsimile: 407-836-7399

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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
 Facsimile: 407-836-8076

7. Covenants Running with the Land. This Second 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.
8. Recordation. An executed original of this Second Amendment shall be recorded, at Owners' expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.
9. Applicable Law. This Second Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.
10. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Second Amendment and in the Agreement.
11. 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.
12. Limitation of Remedies. County and Owners expressly agree that any remedies available to an aggrieved party to this Second Amendment shall be as set forth in the Agreement.

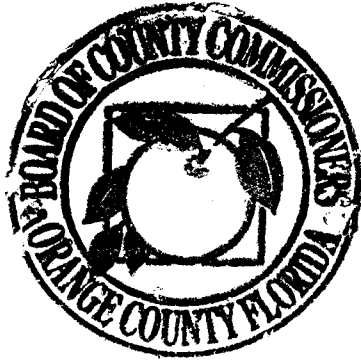
Second Amendment to
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13. Amendment. No amendment, modification, or other change to this Second Amendment or the Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.
14. Effect of Amendment. The Agreement as amended by the First Amendment and this Second Amendment shall remain in full force and effect.
15. Counterparts. This Second 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]

Second Amendment to
Village H Horizon West Road Network Agreement (C.R. 545) (2015)

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



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs,
Orange County Mayor
Date: *1.27.15*

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

By: *Katie Smith*
Deputy Clerk

Print Name: **Katie Smith**

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

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

WITNESSES:

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

Nancy J. Ferri
Print Name Nancy J. Ferri
KS
Print Name Kathryn Smith

By: [Signature]
Its: ASSISTANT SECRETARY
Date: 12/22/14

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by James Cooper as Assistant 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 22nd day of December, 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 December, 2014.



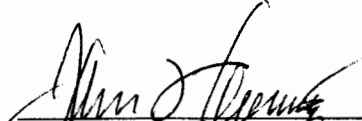
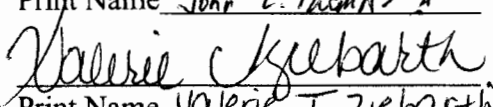
KS
Notary Public
Print Name Kathryn Smith
My Commission Expires August 29, 2016

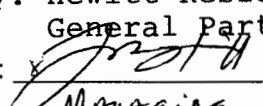
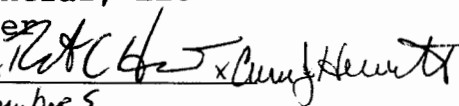
[SIGNATURES CONTINUE ON FOLLOWING PAGES]

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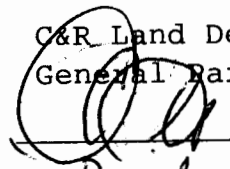
WITNESSES:

AVALON PROPERTIES, LTD., a Florida
limited partnership


Print Name John L. Thomas II

Print Name Valerie T. Ziebarth

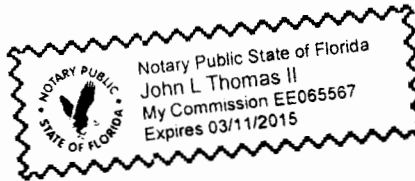
By: Hewitt Residential, LLC
General Partner
By:  * 
Its: MANAGING MEMBERS
Date: 12-17-2014


STATE OF FLORIDA
COUNTY OF ORANGE

By: C&R Land Development, Inc.
General Partner
By: 
Its: President
Date: 12/17/14

The foregoing instrument was acknowledged before me by * _____ as
General Partners 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 17 day of December, 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
December, 2014.




Notary Public
Print Name _____
My Commission Expires _____

* Thomas W. Hewitt, Robert C. Hewitt and Caren J. Hewitt, Managing
Members of Hewitt Residential, LLC, a General Partner of Avalon
Properties, Ltd. and Charles W. Clayton, III, as President
of C&R Land Development, Inc., a General Partner of Avalon
Properties, Ltd.

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Second Amendment to
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WITNESSES:

TITAN WESTERN BELTWAY, LLC, a
Florida limited liability company

Neco Downey
Print Name Neco Downey

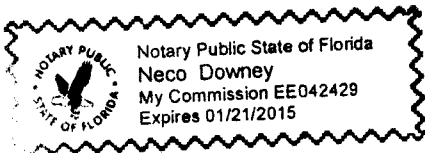
[Signature]
Print Name Patricia Loy

[Signature]
By: _____
Its: Vice President
Date: December 16, 2014

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Stanley Pietkiewicz as
Vice President 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 16 day of December, 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 16 day of
December, 2014.



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

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

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

WITNESSES:

HANOVER HICKORY NUT, LLC, a Florida
limited liability company

Peggy Jensen
Print Name Peggy Jensen

Timothy Tassan
Print Name Timothy Tassan

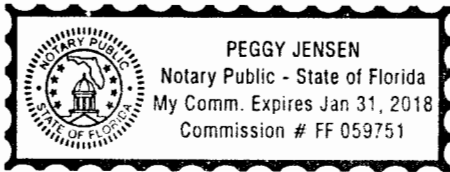
By: [Signature]
Its: President
Date: 12/22/14

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by William S. Orosz as
President 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 Dec., 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
Dec., 2014.

[Signature]
Notary Public
Print Name _____
My Commission Expires _____



[SIGNATURES CONTINUE ON FOLLOWING PAGES]

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

WITNESSES:

ZANZIBAR PROPERTIES, LLC, a Florida
limited liability company

[Signature]
Print Name Amal Farah

By: [Signature]
Its: Manager/NG Member
Date: 12/17/14

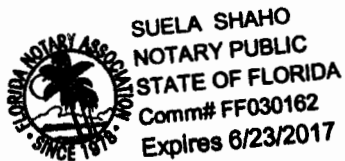
[Signature]
Print Name Ghada Abdel Khalek

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by _____ as
_____ 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 17th day of December, 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 17th day of
December, 2014.

Suela Shaho
Notary Public
Print Name SUELA SHAHO
My Commission Expires 6/23/2017



[SIGNATURES CONTINUE ON FOLLOWING PAGES]

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

WITNESSES:

SEIDEL WEST I, LLC, a Florida limited liability company

[Signature]
Print Name STEVE GAMBE

By: Cole W Clayton
Its: Managing member
Date: December 22nd 2014

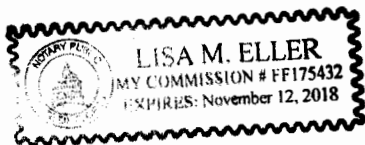
[Signature]
Print Name Lisa M. Eller

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Cole W 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 22nd day of December, 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 December, 2014.

[Signature]
Notary Public
Print Name Lisa M. Eller
My Commission Expires November 12, 2018



[SIGNATURES CONTINUE ON FOLLOWING PAGES]

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

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

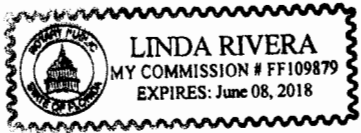
[Signature]
Print Name MICHAEL Z. BUNDY
[Signature]
Print Name Teri Bowley

By: [Signature]
Its: _____
Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by MARK MATHEW as V.P. of Lennar Homes, 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 19 day of Dec., 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 19 day of Dec, 2014.



[Signature]
Notary Public
Print Name LINDA RIVERA
My Commission Expires 6/8/18

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

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

WITNESSES:

SPRING GROVE, LLC, a Delaware
limited liability company

Angela Payne
Print Name Angela Payne

Ryan James
Print Name RYAN JAMES

By: [Signature]
Its: Manager
Date: 12.15.14

STATE OF ~~FLORIDA~~ **TEXAS**
COUNTY OF ~~OSWEGO~~ **DALLAS**

The foregoing instrument was acknowledged before me by Daniel 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 15 day of December, 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 15 day of
December, 2014.



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

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

WITNESSES:

COLUMNAR PARTNERSHIP
HOLDINGS I, LLC, a Indiana
limited liability company

Warren Bridges
Print Name WARREN BRIDGES

Suzan S James
Print Name SUZAN S JAMES

By: [Signature]
Its: Daniel A. Traylor / President
Date: 1/9/15

STATE OF ~~FLORIDA~~ Texas
COUNTY OF ~~ORANGE~~ Dallas

The foregoing instrument was acknowledged before me by Daniel Traylor as President of Columnar Partnership Holdings I, LLC, a Indiana 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 8 day of January, 2015. 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 8 day of January, 2015.



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

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

CONTINGENT JOINDER OF SPRING GROVE PROPERTIES, LLC

SPRING GROVE PROPERTIES, LLC ("SGP") has under contract certain property in Village H that is currently owned by Columnar Partnership Holdings, LLC. Effective upon SPG's acquiring title to the property SGP joins in the execution of this Second Amendment and agrees to be bound by the provisions of the Village H Road Network Agreement, as amended. Any Notice with respect to this Second Amendment or the Agreement shall be addressed as follows:

As to SGP: Spring Grove Properties, LLC
1411 Edgewater Drive, Suite 101
Orlando, Florida 32804
Attention: Robert Hewitt
Facsimile: (407) 425-9038

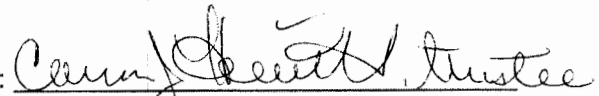
With a copy to: John L. Thomas, II, Esq.
611 N. Wymore Road, Suite 105
Winter Park, FL 32789
Facsimile: (407) 425-9038

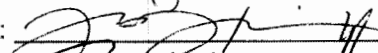
WITNESSES:

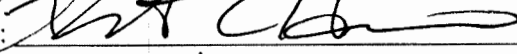
SPRING GROVE PROPERTIES, LLC, a
Florida limited liability company


Print Name Janet L. Pierce


Print Name Ryan Stanley

By: 
Columnar Partnership Holdings, LLC Trustee

By: 
Robert Hewitt

By: 
Robert Hewitt

Its: Managers
Date: 1/8/15

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Second Amendment to
Village H Horizon West Road Network Agreement (C.R. 545) (2015)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Caren J. Hewitt,
Robert C. Hewitt and Thomas W. Hewitt as Managers of Spring
Grove 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 8 day of
January, 2015. They are personally known to me or have 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 8 day of
January, 2015.

Janet L. Pierce
Notary Public
Print Name Janet L. Pierce
My Commission Expires 3-11-19

