



Interoffice Memorandum

AGENDA ITEM

October 21, 2019

TO: Mayor Jerry L. Demings
–AND–
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Chairman
Roadway Agreement Committee

SUBJECT: November 12, 2019 – Consent Item
Adequate Public Facilities Agreement for Horizon West Village I – West
Neighborhood Lake Mac PD
(Related to LUP 18-07-225)

The Roadway Agreement Committee has reviewed the Horizon West Village I – West Neighborhood Lake Mac PD Adequate Public Facilities Agreement ("Agreement") by and between Spring Grove, LLC, Columnar Partnership Holding I, LLC (collectively "Owners"), and Orange County for right-of-way for Avalon Road, Flemings Road, and internal Adequate Public Facilities (APF) roads. Under the terms of the Agreement, the Owners shall convey to Orange County a total of 4.97 acres of right-of-way for Avalon Road, Flemings Road and internal APF roads. The dedication of right-of-way, in addition to the transfer of 0.37 acres of surplus APF credits from other owners in Village I, shall serve to satisfy the APF requirements under the APF/TDR Ordinance requiring approximately 5.34 acres of public facilities lands to be provided. The Owners will receive \$22,500 per acre for the conveyance of 4.97 acres of right-of-way for Avalon Road, Flemings Road, and internal APF roads for a total of \$43,425 in transportation impact fee credits.

The Roadway Agreement Committee approved the Agreement on July 17, 2019. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5393.

ACTION REQUESTED: Approval and execution of Adequate Public Facilities Agreement For Horizon West Village I - West Neighborhood Lake Mac PD by and between Spring Grove, LLC, Columnar Partnership Holding I, LLC, and Orange County for the conveyance of 4.97 acres of APF lands providing \$43,425 in transportation impact fee credits. District 1

JVW|HEGB
Attachments

BCC Mtg. Date: November 12, 2019

This instrument prepared by and after
recording return to:

Christopher P. Roper, Esq.
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

Tax Parcel I.D. No(s): 19-24-27-0000-00-004 (A portion of)
30-24-27-0000-00-024
30-24-27-0000-00-027

**ADEQUATE PUBLIC FACILITIES AGREEMENT
FOR HORIZON WEST VILLAGE I – WEST NEIGHBORHOOD
LAKE MAC PD**

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR HORIZON WEST VILLAGE I – WEST NEIGHBORHOOD LAKE MAC PD (the “Agreement”), effective as of the latest date of execution (the “Effective Date”), is made and entered into by and between **Spring Grove, LLC**, a Delaware limited liability company, whose mailing address is 5956 Sherry Lane, Suite 1000, Dallas, TX 75225 (“Spring Grove”), and **Columnar Partnership Holding I, LLC**, an Indiana limited liability company, whose mailing address is 5956 Sherry Lane, Suite 1000, Dallas, TX 75225 (“Columnar”) (Spring Grove and Columnar are sometimes hereinafter referred to individually as an “Owner” and collectively as the “Owners”) and ORANGE COUNTY, a charter county and political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (“County”).

RECITALS:

A. Owners are the fee simple owners of certain real property located in Orange County, Florida, as more particularly described in **Exhibit “A”** (less and except the 2 acre portion of said lands conveyed to the County by Columnar pursuant to that special warranty deed recorded on March 26, 2018, as Document #20180175181) and as shown on **Exhibit “B”** both attached hereto and made a part hereof by this reference (The “PD Property”).

B. The PD Property, also known as Lake Mac PD, is identified on the Orange County Comprehensive Plan 2010 - 2030 (the “Comprehensive Plan”) Future Land Use Map with the “Village” land use designation and constitutes a portion of Village I, in Horizon West, as same is described and depicted in the Village I Specific Area Plan approved by the Board of County Commissioners of Orange County, Florida (the “BCC”) on June 10, 2008 (the “Village I SAP”).

C. The PD Property is included in the Horizon West Village Land Use Classification Area. The BCC adopted the Horizon West Village Land Use Classification Comprehensive

Policy Plan (“CPP”) amendment on June 5, 1995. The Horizon West Village Land Use Classification was the result of a public-private partnership between the BCC and Horizon West, Inc. The partnership conducted an extensive visioning and community consensus building process that was summarized in the Horizon West Study Report issued February 7, 1995.

D. The Horizon West Village I – West Neighborhood Lake Mac PD (the “Lake Mac PD”) has relied on the prior approvals of the Horizon West Study and the Village I SAP, and on the Village I SAP approvals and studies included in the SAP.

E. The Village I SAP contemplates a mix of uses, including public facility uses within the PD Property.

F. Owners desire to develop the PD Property in accordance with the Lake Mac PD, submitted by Owners to County, and with the PD zoning application on file with County.

G. The Goals, Objectives, and Policies contained in the Future Land Use Element of the Comprehensive Plan have been implemented through Chapter 30, Article XIV, of the Orange County Code (“APF/TDR Ordinance”) adopted by the BCC on May 20, 1997, as amended.

H. Division 2 of the APF/TDR Ordinance requires, in Section 30-712(b), that Owners enter into a developer’s agreement identifying required adequate public facilities within the development and addressing the conveyance to the County of such adequate public facilities lands prior to or in conjunction with PD approval, unless otherwise addressed in such agreement, pursuant to Section 30-714(c).

I. The parties have agreed that this Agreement constitutes the aforementioned developer’s agreement referenced in Division 2 of the APF/TDR Ordinance.

J. If Owners are unable to convey sufficient adequate public facilities lands to County, the APF/TDR Ordinance, at Sections 30-712(b) and 30-714(d), states that Owners may make payment of an adequate public facility lands fee to County. Additionally, the APF/TDR Ordinance, at Section 30-714(g), allows for application of APF acreage credits to satisfy an APF deficit.

K. It is the intent of the parties that County will consider approval of the Lake Mac PD with its consideration of this Agreement.

L. The PD Property contains approximately 38.7 acres of **net** developable land, and both the Village I SAP and Section 30-714 of the APF/TDR Ordinance require 1 acre of public facilities acreage for every 7.25 acres of net developable land (the “APF Ratio”).

M. When applied to the PD Property, the APF Ratio equals approximately 5.34 acres of public facilities lands.

N. As shown on the Horizon West Village I – West Neighborhood Lake Mac PD Land Use Plan, and as described in this Agreement, Owners are providing 4.97 acre(s) of adequate public facilities land (the “APF Land”) to County, thereby creating an APF deficit of 0.37 acres.

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 hereby agree as follows:

AGREEMENT

1. Recitals. The above recitals are true and correct and are hereby incorporated as material provisions of this Agreement by this reference.

2. Conveyance of APF Lands by Owners. Owners shall convey APF Land as follows:

a) Right(s)-of-way for the following roads (depicted as APF ROW Dedication on the Lake Mac PD Land Use Plan and as shown on **Exhibit “C”**):

Avalon Road ROW	Approximately 0.86 acres
Internal APF ROW	Approximately 3.04 acres
Flemings Road ROW	Approximately 1.07 acres

It is contemplated that wider right(s)- of- way may be required in some locations, such as at intersections, to facilitate traffic movement.

3. APF Deficit. The Lake Mac PD APF Ratio requires that Owners convey to County approximately **5.34** acres of APF Lands. This Agreement provides for conveyance of approximately **4.97** acres of APF Lands, thereby creating a **0.37**-acre APF deficit.

4. APF Acreage Credits. Columnar and Withers, LLC, another owner in Village I, have obtained or will obtain approximately 34.13 surplus APF acreage credits within Village I. The Owners and Withers, LLC, have asked County to apply a portion of these credits toward the APF deficit for the Lake Mac PD. The County hereby approves the transfer of 0.37 APF acreage credits to the PD Property, which satisfies the APF deficit for the Lake Mac PD. Withers, LLC has executed a joinder attached to this Agreement acknowledging the foregoing transfer of APF acreage credits to the PD Property.

5. Conveyance Procedure.

a) *APF Lands.* The conveyance of the APF Lands shall be by plat dedication or general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. If by plat dedication, the rest of this paragraph and the following paragraphs b), c), and d) shall not apply. The Owner of the applicable APF Lands immediately prior to their conveyance to the County (the “Conveying Owner”) shall pay all costs associated with the conveyance of such APF Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the APF Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by the Conveying Owner to Orange County, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by the Conveying Owner for the year of conveyance.

b) *Title Policy.* No less than thirty (30) days prior to conveyance, the Conveying Owner of such APF Lands shall deliver to County, at Owners’ sole cost and expense, an updated commitment to issue an Owners’ Policy of Title Insurance naming County as the insured (the “Title Commitment”). The original Owners’ Policy of Title Insurance (the “Title Policy”) shall be delivered to County within thirty (30) days after the conveyance of the APF Lands.

c) *Environmental Audit.* No less than sixty (60) days prior to conveyance, the Conveying Owner shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the APF Lands that are the subject of such conveyance. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule (AAIFR) and with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, the Conveying Owner shall submit to County a Phase II environmental audit. The Phase II environmental audit shall be conducted in accordance with the requirements of the AAIFR and ASTM E-1903-11. If the Phase II environmental audit is performed and reveals the need for remediation to the subject APF Lands, one of the following events shall occur: (i) the Conveying Owner shall remediate the APF Lands to County’s satisfaction prior to the conveyance; or (ii) the Conveying Owner and County shall negotiate and enter into a separate agreement whereby the Conveying Owner shall pay the full cost of remediation; or (iii) County may terminate this Agreement at its option as to such Conveying Owner’s property.

d) *Compliance with Section 286.23, Florida Statutes.* The Conveying Owner shall execute and deliver to County the “Disclosure of Beneficial Interests” required pursuant to section 286.23, Florida Statutes.

e) *Entitlement to Impact Fee Credits.* In accordance with Policy 4.2.1 of the Future Land Use Element of the County’s Comprehensive Plan, the APF/TDR Ordinance and Chapter 23 of the Orange County Code, the Conveying Owner(s) of the Avalon Road ROW and Flemings Road ROW, is/are entitled to obtain impact fee credits at the rate of \$22,500.00 per acre (or such higher amount as may be approved by the Board of County Commissioners following execution of this Agreement but prior to conveyance) for the conveyance of the APF Lands. Any impact fee credits awarded by the County may be assigned, sold, or transferred pursuant to County Code.

f) *Value of APF Land.* The parties agree that the value of the Flemings Road ROW and Avalon Road ROW, as determined in accordance with Chapter 23 of the Orange County Code, as amended, is \$43,425. This total results from an agreed-upon fair market value of \$22,500 per acre, or fraction thereof, and a total acreage of 1.93 acre(s). Promptly upon County’s final acceptance of conveyance of the Flemings Road ROW and Avalon Road ROW, County shall credit on its books to the account(s) of the Owner, for purposes of Chapter 23 of the Orange County Code, as amended, transportation, etc. impact fee credits in the amount of such aforementioned value of the Flemings Road ROW and Avalon Road ROW.

6. Refinement of Size and Location of APF Lands. The size and location of all APF Lands as depicted on the Lake Mac PD Land Use Plan are approximate, although the final size and location shall be substantially similar to that shown on the Lake Mac PD Land Use Plan. The dimensions and locations for a particular component of the APF Lands shall be finalized by County and Owners prior to County approval of the Preliminary Subdivision Plan or Development Plan (“PSP/DP”) that includes the particular APF Lands, and shall be in full compliance with this Agreement. **County and Owners agree that the legal descriptions used to convey the APF Lands to County may be revised based upon final engineering.**

7. Award of Impact Fee Credits.

a) Promptly upon the County’s approval and acceptance of a General Warranty Deed conveying the Avalon Road ROW and Flemings Road ROW, or in the case of conveyance by plat dedication, the County’s acceptance of the plat dedication, the County shall credit on its book to the account of the Conveying Owner of such APF Lands, for purposes of Chapter 23 of the Orange County Code (or any successor code provisions) (the “Impact Fee Ordinance”), the aforementioned amount of impact fee credits to which the Conveying Owner is entitled for each type of dedication. Thereafter, as impact fees become due and payable from time to time in connection with the Lake Mac PD, and if so instructed by such Conveying Owner, the

County shall deduct such amounts payable from the Conveying Owner's impact fee credit account that is applicable to the particular impact fee payment. For example, transportation impact fee credits may only be used to satisfy obligations for payment of transportation impact fees.

b) For purposes of the foregoing, County shall make deductions from the Conveying Owner's various impact fee credit accounts from time to time only upon receipt of written direction from such Conveying Owner (or from such person or entity to whom the Conveying Owner expressly may assign this authority, in writing, in the future), to effect the particular deduction.

c) Nothing herein shall prevent the Conveying Owner from assigning impact fee credits as provided for in the Impact Fee Ordinance as it may be amended from time to time.

d) The parties acknowledge that the County is in the process of finalizing a road network agreement ("**Road Network Agreement**") with other property owners in the Village I SAP that addresses, among other things, the widening of County Road 545 through the Village, as contemplated by that certain Horizon West Village I Term Sheet initially accepted by the County Board of County Commissioners on November 13, 2018. Therefore, to the extent the Project becomes subject to the Road Network Agreement and there exists a conflict between this Agreement and the Road Network Agreement as it pertains to the timing or manner of conveyance of the APF Road Right-of-Way to the County or to the timing or manner in which transportation impact fee credits are awarded in connection therewith, the parties hereby agree that the Road Network Agreement shall control to the extent of such conflict.

8. Option on Conveyance. As an alternative to conveyance prior to or in connection with Planned Development approval, Owners have elected to convey at a later time, as contemplated by Sec. 30-714 of the APF/TDR Ordinance. Conveyance shall be defined as submittal of all conveyance documents, approval by the Board of County Commissioners ("BCC"), and recordation of the deed(s).

The parties agree that, prior to conveyance to County, the Owner shall have the reasonable right to grade and to import or export fill material upon the APF Lands, subject to and in accordance with an approved grading permit and/or excavation fill permit. Further, the Conveying Owner agrees to relinquish control of the APF Lands and convey such APF Lands to County, within 120 days of demand by County. If conveyance does not occur within such 120-day period, the Manager of County's Real Estate Division may grant one extension of up to 120 days to complete the conveyance.

Each Owner acknowledges and agrees that any development in connection with the PD Property shall not proceed with obtaining building permits beyond five percent (5%) of the entitlements shown on an approved development plan for such Owner's property prior to conveyance of the APF Lands owned by such Owner or payment of any required APF fee in lieu of such conveyance.

With respect to the APF Lands, each Owner shall continue to be responsible for any and all risk of injury and property damage attributable to the acts or omissions of its officers and employees and agrees to defend, indemnify, and hold harmless County and its officers, employees, and agents from and against all claims, actions, losses, judgments, fines, liabilities, costs, and expenses in connection therewith. More specifically, to the extent permitted by law, each Owner shall indemnify and hold harmless County, its officers, agents, and employees from and against any all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of such Owner, its agents, and/or representatives, arising out of its activities related to the APF Lands. In addition, without limiting the foregoing, in the event that any act or omission of an Owner, its agents, and/or representatives, arising from or related to this Agreement, results in any spill or release of hazardous materials or other pollutants, as those terms are defined in federal and state environmental laws and regulations, including, without limitation, any petroleum-based substances, then, to the extent permitted by law, such Owner shall indemnify and hold harmless County, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions, including, without limitation, all reasonable, actual cleanup and/or remediation costs and expenses expended by County at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Each Owner shall be responsible for the immediate notification to County of any environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that may result in a claim for damages, or that occurs as a result of such Owner's activities related to the APF Lands.

In the event that any of the above occurs, County may refuse to accept conveyance of the APF Lands and such Owner may be required to pay an APF fee in lieu of conveyance or to convey alternative adequate public facilities lands acceptable to County. Notwithstanding anything seemingly or actually to the contrary above, the parties acknowledge and agree that satisfaction of Owner's APF obligations must take place prior to County approval of the initial plat for the PD Property.

9. Recording. Within thirty (30) days after the Effective Date, this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owners' expense

10. Limitation of Remedies. County and Owners expressly agree that the consideration, in part, for each of them entering this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

a) Limitations on County's Remedies. Upon any failure by an Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction against such Owner; or
- (ii) the right to set off, against the amounts of any impact fees to be credited in favor of the Conveying Owner in default under this Agreement, (A) any amounts due to County from such Conveying Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by such Conveying Owner, but which the Conveying Owner has failed or refused to do when required; or
- (iii) the withholding of development permits and other approvals and/or permits in connection with such Owner's property within the Lake Mac PD; or
- (iv) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the APF Lands and/or any portion of the PD Property as County may lawfully elect.

b) Limitations on Owners' Remedies. Upon any failure by County to perform its obligations under this Agreement, Owner shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of Owners; or
- (iv) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

11. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit and burden of the parties hereto and their respective heirs, successors, and assigns and shall run with title to the PD Property and be binding upon any person, firm, corporation, or other entity acquiring any interest in all or any portion of the PD Property.

12. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

13. Notices. Any notice delivered with respect to this 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.

County: Orange County, Florida
c/o County Administrator
Post Office Box 1393
Orlando, Florida 32802-1393

With copies to: Orange County Planning, Environmental,
and Development Services Department
Manager, Planning Division
Post Office Box 1393
Orlando, Florida 32802-1393

Orange County Planning, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-8070

Owners: Spring Grove, LLC
5956 Sherry Lane, Suite 1000
Dallas, Texas 75225-8021
Attention: Daniel Traylor

With copy to: Columnar Partnership Holding I, LLC
5956 Sherry Lane, Suite 1000
Dallas, Texas 75225-8021

Attention: Daniel Traylor

With copy to: James H. McNeil, Jr.
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801-4904

14. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors, and assigns.

15. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

16. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation hereof. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

17. Attorney Fees. Each party to this Agreement agrees to bear its own attorney and other legal fees and costs in connection with all actions to be undertaken in compliance with, and enforcement of, this Agreement.

18. Survival. The obligations of this Agreement shall survive the conveyance of the APF Lands to County.

19. Amendment. No amendment, modification, or other change to this Agreement shall be binding upon the parties unless in writing and formally executed in the same manner as this Agreement.

20. Entire Agreement. This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreement, understandings, representations, and statements, oral or written, are merged into this Agreement.

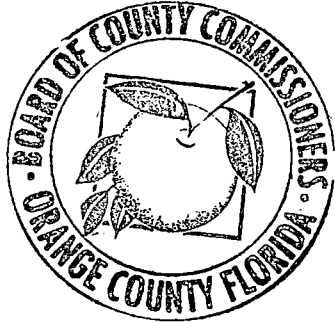
21. Counterparts. This Agreement may be executed in up to three (3) counterparts, all of which taken together shall constitute one and the same instrument and any party or signatory hereto may execute this Agreement by signing either such counterpart.

22. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of each party hereto.

23. Termination; Effect of Annexation. This Agreement shall remain in effect so long as the PD Property remains in unincorporated Orange County, Florida, unless the parties terminate it, in writing, with the same formality as its execution. If any portion of the PD Property is proposed to be annexed into a neighboring municipality, County may, in its sole discretion, terminate this Agreement upon notice to Owners.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed
by their respective duly authorized representatives on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

Date: 13 Nov 19

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

By: *Jennifer Klimetz*
for Deputy Clerk

Printed Name: Jennifer Klimetz

SPRING GROVE, LLC, a Delaware limited liability company

WITNESSES:

By: CH II SPRING GROVE, LLC, a Delaware limited liability company, as its sole Manager

Nellie L. Effinger
Print Name: Nellie L. Effinger

By: *[Signature]*
Name: Daniel A. Traylor
Title: Manager
Date: 08/29/2019

Margaret A. Bernick
Print Name: Margaret A. Bernick

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me this 29th day of August, 2019, by Daniel A. Traylor, as Manager of CH II SPRING GROVE, LLC, a Delaware limited liability company, the Manager of SPRING GROVE, LLC, a Delaware limited liability company, on behalf of such company, who [] is personally known to me or [] has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of August, 2019.

Donna M. Bush
Notary Public
Print Name: Donna M. Bush

My Commission Expires: 01/20/2024
Commission No. 677213



**COLUMNAR PARTNERSHIP HOLDING
I, LLC** an Indiana limited liability company

WITNESSES:

By: COLUMNAR HOLDINGS, LLC, an
Indiana limited liability company, its sole
Member

Nellie L. Effinger
Print Name: Nellie L. Effinger

By: *[Signature]*
Name: Daniel A. Traylor
Title: President
Date: 08/29/2019

[Signature]
Print Name: Margaret A. Bernick

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me this 29th day of
August, 2019, by Daniel A. Traylor, as President of COLUMNAR HOLDINGS,
LLC, an Indiana limited liability company, the sole Member of COLUMNAR PARTNERSHIP
HOLDING I, LLC, an Indiana limited liability company, on behalf of such company, who [] is
personally known to me or [] has produced _____ as
identification.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day
of August, 2019.

[Signature]
Notary Public
Print Name: Donna M. Bush

My Commission Expires: 01/20/2024
Commission No. 677213



JOINER AND CONSENT BY WITHERS, LLC

The undersigned, on behalf of Withers, LLC, a Delaware limited liability company registered to do business in the State of Florida as Withers Properties, LLC, with its principal place of business at 5956 Sherry Lane, Suite 1000, Dallas, Texas 75225, hereby joins in and consents to this Agreement as co-owner of the APF acreage credits being transferred to the PD Property in accordance with Section 4 of this Agreement, for the sole and limited purpose of consenting to such transfer.

WITNESS:

Withers, LLC, a Delaware limited liability company, registered to do business in the State of Florida as Withers Properties, LLC

Nellie L. Effinger

Print Name: Nellie L. Effinger

Margaret A. Bernick

Print Name: Margaret A. Bernick

By: CH II Withers, LLC, a Delaware limited liability company, its sole Manager

By: *[Signature]*
Daniel A. Traylor, Manager

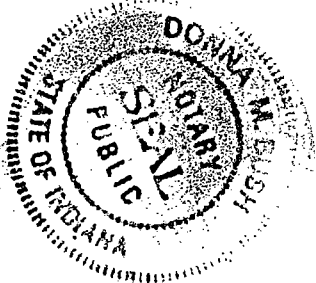
This 29th day of August, 2019.

STATE OF INDIANA

COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me this 29th day of August, 2019 by Daniel A. Traylor, as Manager of CH II Withers, LLC, a Delaware limited liability company, the manager of Withers, LLC, a Delaware limited liability company registered to do business in the State of Florida as Withers Properties, LLC, on behalf of the company, who [] is personally known to me or [] has produced _____ as identification.

(Notary Stamp)



Donna M. Bush

Signature of Notary Public

Print Name: Donna M. Bush

Notary Public, State of Indiana

Commission Expires: 01/20/2024

Commission No. 677213

Exhibit "A"
Legal Description

A portion of Sections 19 and 30, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

BEGIN at the northwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 19; thence run N 89°00'27" E, along the north line of the Southeast 1/4 of the Southwest 1/4 of said Section 19, a distance of 1,331.16 feet to a point on the east line of the Southeast 1/4 of the Southwest 1/4 of said Section 19; thence run S 00°07'14" E, along said east line, a distance of 7,327.11 feet to a point on the north line of the Northwest 1/4 of the Northeast 1/4 of said Section 30; thence run N 89°24'04" E, along said north line, a distance of 1,158.87 feet to a point on the westerly right-of-way line of Avalon Road per Orange County Road Bond Mop Project No. 75A and Deed Book 402, Page 316, Public Records of Orange County, Florida; said point also being a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 3,075.25 feet; thence run southerly along said westerly right-of-way line the following two (2) courses and distances: on a chord bearing of S 12°18'44" W and a chord distance of 782.08 feet, run southerly along the arc of said curve, a distance of 784.21 feet, through a central angle of 14°36'39" to the point of tangency thereof; thence run S 05°00'24" W, a distance of 561.01 feet to a point on the south line of the Northwest 1/4 of the Northeast 1/4 of said Section 30; thence run S 89°23'35" W, along said south line, a distance of 969.60 feet to a point on the south line of the Northeast 1/4 of the Northwest 1/4 of said Section 30; thence run S 89°13'70" W, along said south line, a distance of 1,326.83 feet to a point on the west line of the Northeast 1/4 of the Northwest 1/4 of said Section 30; thence run N 00°45'47" E, along said west line, a distance of 1,323.29 feet to a point on the south line of the Southeast 1/4 of the Southwest 1/4 of said Section 19; thence run N 89°03'23" E, along said south line, a distance of 280.00 feet; thence run N 00°59'29" W, a distance of 795.11 feet; thence run N 39°54'49" W, a distance of 265.00 feet to a point on the west line of the Southeast 1/4 of the Southwest 1/4 of said Section 19; thence run N 00°05'11" E, along said west line, a distance of 526.06 feet to the POINT OF BEGINNING.

Containing 107.57 acres, more or less.

Exhibit "B"
Project Area Location Map

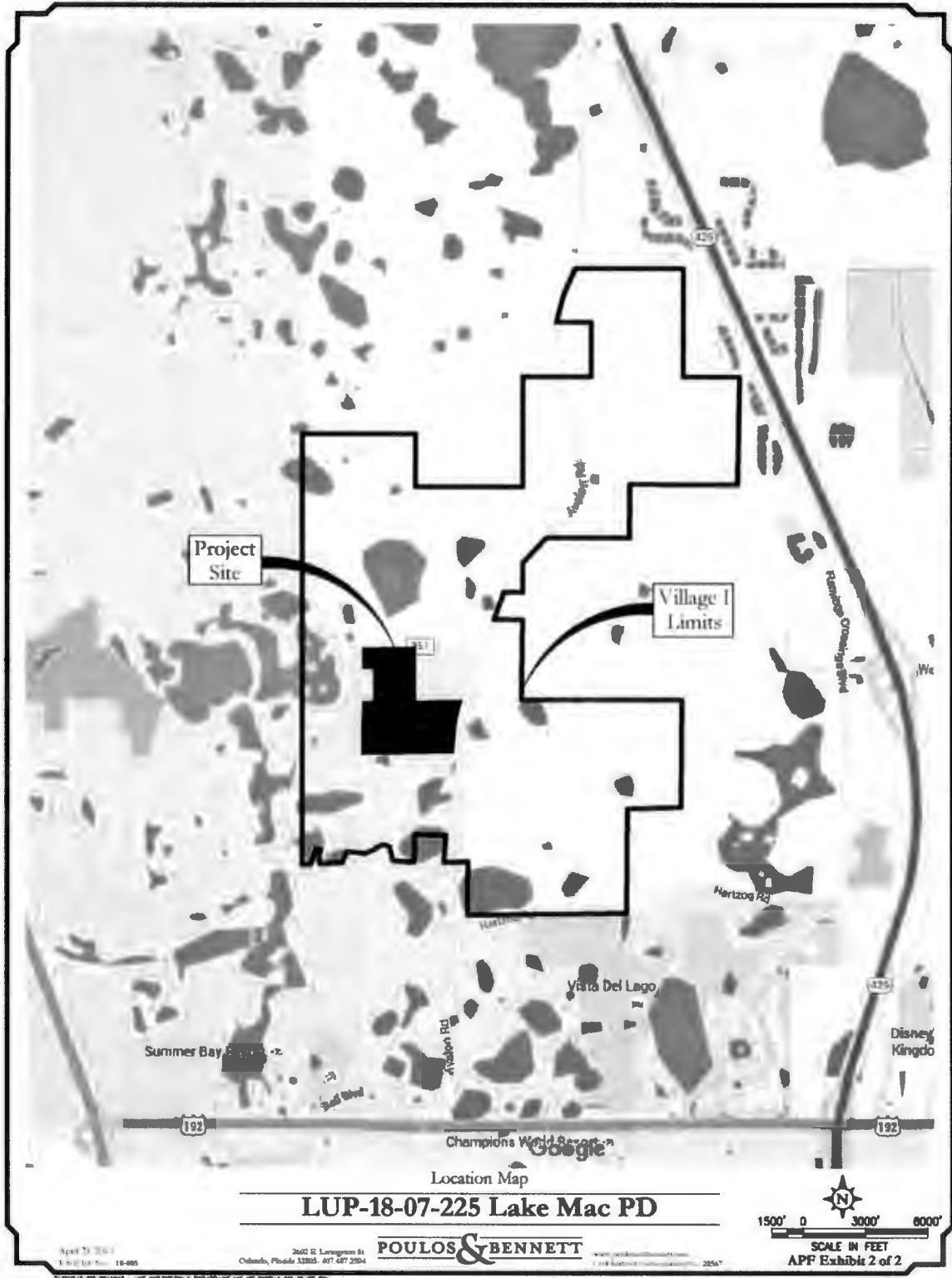


Exhibit “C”
APF Right of Way
Sketch & Legal Descriptions

[7 pages follow]

Avalon Road ROW

Legal Description

A portion of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the northwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 30; thence run N 89°24'04" E, along the north line of the Northwest 1/4 of the Northeast 1/4 of said Section 30, a distance of 1158.78 feet to a point on the westerly right-of-way line of Avalon Road per Orange County Road Bond Map Project No. 75A and Deed Book 402, Page 312, Public Records of Orange County, Florida; thence southerly along said westerly right-of-way line the following four (4) courses and distances: run S 19°26'06" W, a distance of 9.68 feet to a point of curvature of a curve, concave southeasterly, having a radius of 3,075.25 feet; thence run southerly along the arc of said curve, a distance of 612.23 feet through a central angle of 11°24'24" for the POINT OF BEGINNING; thence continue southerly along the arc of said curve, a distance of 162.18 feet through a central angle of 03°01'18" to the point of tangency thereof; thence run S 05°00'24" W, a distance of 567.11 feet to a point on a non-radial line being the south line of the Northwest 1/4 of the Northeast 1/4 of said Section 30; thence, departing said westerly right-of-way line, run S 89°23'35" W, along said south line, a distance of 27.63 feet to a point lying 27.50 feet west of (when measured perpendicular to) the westerly right-of-way line of said Avalon Road; thence run parallel with said westerly right-of-way line, the following courses and distances: run N 05°00'24" E, a distance of 569.82 feet to a point of curvature of a curve, concave southeasterly, having a radius of 3102.75 feet; thence on a chord bearing of N 06°28'45" E and a chord distance of 159.44 feet, run along the arc of said curve, a distance of 159.46 feet through a central angle of 02°56'41" to a point on said curve; thence run N 89°24'04" E, a distance of 27.81 feet to the POINT OF BEGINNING.

Containing 0.460 acres (20,055 square feet), more or less.

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

D.R.B. - Official Records Book

DOC - Document

See Sheet 2 for sketch.

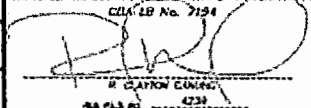

SKETCH OF DESCRIPTION ONLY – NOT A SURVEY

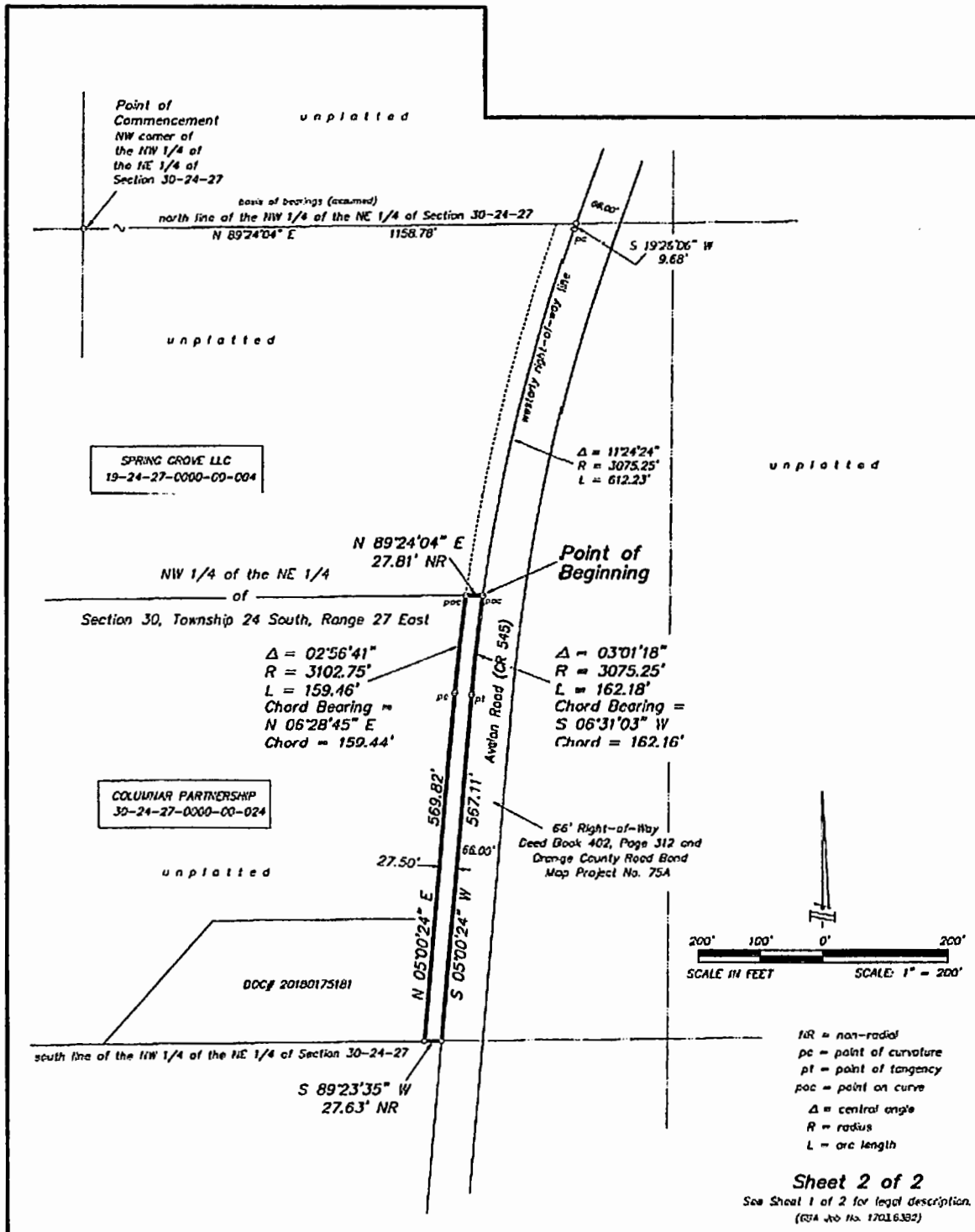
NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description

of lands situated in

Section 30, Township 24 South, Range 27 East
 Orange County, Florida

PREPARED FOR:		Spring Grove, LLC	APP NO.	1703.6382	SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RASID SEAL AND SIGNATURE OF A LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT THE CONCURRENCE OF THE SIGNING PARTY. CUMULATED No. 7194  CLAYTON EWING RA 013 01 4224
 GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers		SHEET	1 of 2		
1275 E. Robinson Street, Orlando, FL 32801 (407) 804-6656		DATE	8/15/19 REV. 8/27/19		
		SCALE	As Noted		



Avalon Road ROW

Legal Description

A portion of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the northwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 30; thence run N 89°24'04" E, along the north line of the Northwest 1/4 of the Northeast 1/4 of said Section 30, a distance of 1129.51 feet for the POINT OF BEGINNING; thence continue N 89°24'04" E, along said north line, a distance of 29.27 feet to a point on the westerly right-of-way line of Avalon Road per Orange County Road Bond Map Project No. 75A and Deed Book 402, Page 312, Public Records of Orange County, Florida; thence run southerly along said westerly right-of-way line the following two (2) courses and distances: run S 19°26'06" W, a distance of 9.68 feet to a point of curvature of a curve, concave southeasterly, having a radius of 3,075.25 feet; thence run southerly along the arc of said curve, a distance of 612.23 feet through a central angle of 11°24'24" to a point on a non-radial line; thence, departing said westerly right-of-way line, run S 89°24'04" W, a distance of 27.81 feet to a point lying 27.50 feet west of (when measured perpendicular to) the westerly right-of-way line of said Avalon Road; said point lying on a non-tangent curve, concave southeasterly, having a radius of 3102.75 feet; thence, on a chord bearing of N 13°41'24" E and a chord distance of 620.49 feet, run along the arc of said curve, a distance of 621.53 feet through a central angle of 11°28'38" to the POINT OF BEGINNING.

Containing 0.392 acres (17,097 square feet), more or less.

Not a Boundary Survey;
 The legal description was prepared by the Surveyor.
 O.R.B. - Official Records Book
 DOC - Document
 See Sheet 2 for sketch.

SKETCH OF DESCRIPTION ONLY – NOT A SURVEY

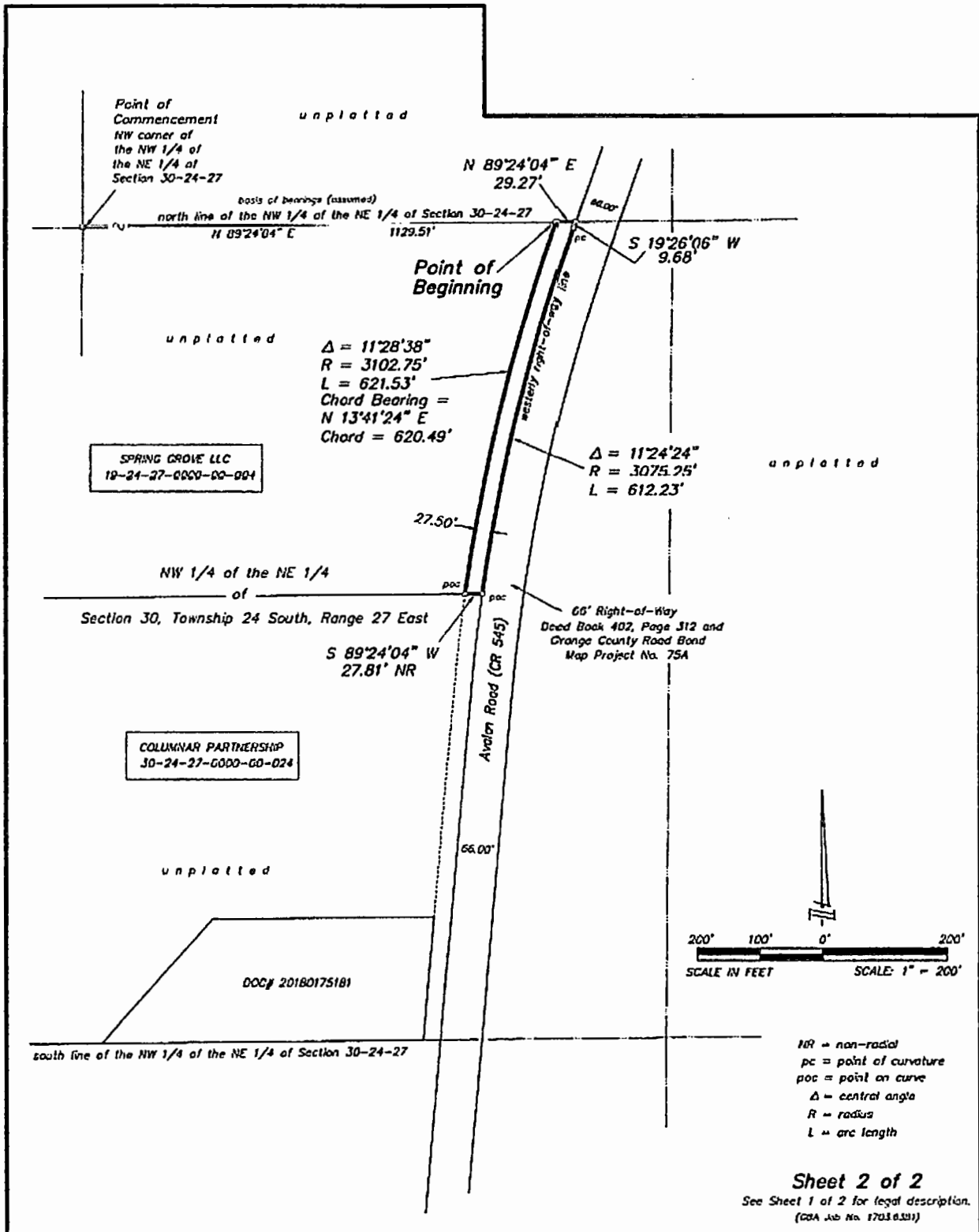
NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description

of lands situated in

**Section 30, Township 24 South, Range 27 East
 Orange County, Florida**

<p>PREPARED FOR: Spring Grove, LLC</p>	<p>ADD NO. 1703.6361</p>	<p>SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL FACED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE DRAWING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE DRAWING PARTY.</p> <p style="text-align: center;">G.B.A. L.L.C. INC-21194</p>  <p style="text-align: center;">R. CLAYTON GANNING REG. P.L.B. NO. 4234</p>
 <p>GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers</p> <p>1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656</p>	<p>SHEET 1 of 2</p> <p>DATE 8/15/19 8/27/19</p> <p>SCALE As Noted</p>	



Internal APF ROW

Legal Description

A portion Sections 19 and 30, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

BEGIN at the northwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 30; thence run N 89°24'04" E, along the north line of the Northwest 1/4 of the Northeast 1/4 of said Section 30, a distance of 1129.51 feet to a point lying 27.50 feet westerly of the westerly right-of-way line of Avalon Road per Orange County Road Bond Map Project No. 75A and Deed Book 402, Page 312, Public Records of Orange County, Florida; said point lying on a curve, concave southeasterly, having a radius of 3,102.75 feet; thence on a chord bearing of S 19°05'08" W, and a chord distance of 37.17 feet, run southerly along the arc of said curve, a distance of 37.17 feet through a central angle of 00°41'11" to a point on a non-radial line; said point lying 35.00 feet south of (when measured perpendicular to) the north line of the Northwest 1/4 of the Northeast 1/4 of said Section 30; thence run S 89°24'04" W, parallel with said north line, a distance of 1,187.28 feet; thence run N 00°07'19" W, parallel with and 70.00 feet west of (when measured perpendicular to) the east line of the Southeast 1/4 of the Southwest 1/4 of said Section 19, a distance of 1,326.68 feet to a point lying 35.00 feet south of (when measured perpendicular to) the north line of the Southeast 1/4 of the Southwest 1/4 of said Section 19; thence run N 89°00'25" E, parallel with said north line, a distance of 70.01 feet to a point on the east line of the Southeast 1/4 of the Southwest 1/4 of said Section 19; thence run S 00°07'19" E, along said east line, a distance of 1,292.16 feet to the POINT OF BEGINNING.

Containing 3.035 acres (132,202 square feet), more or less.

Not a Boundary Survey
 The legal description was prepared by the Surveyor.
 O.R.B. – Official Records Book
 See Sheet 2 for sketch.

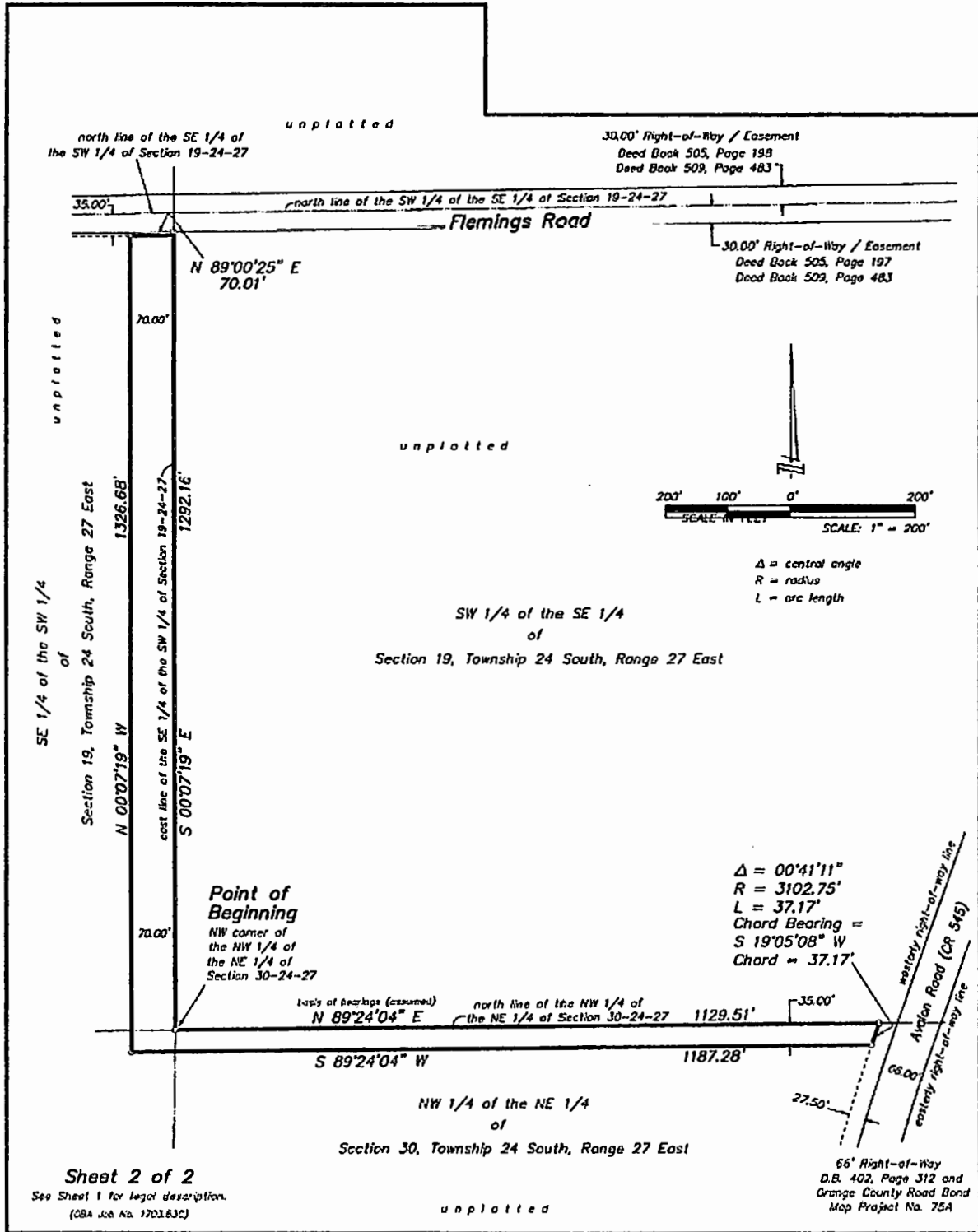
SKETCH OF DESCRIPTION ONLY – NOT A SURVEY

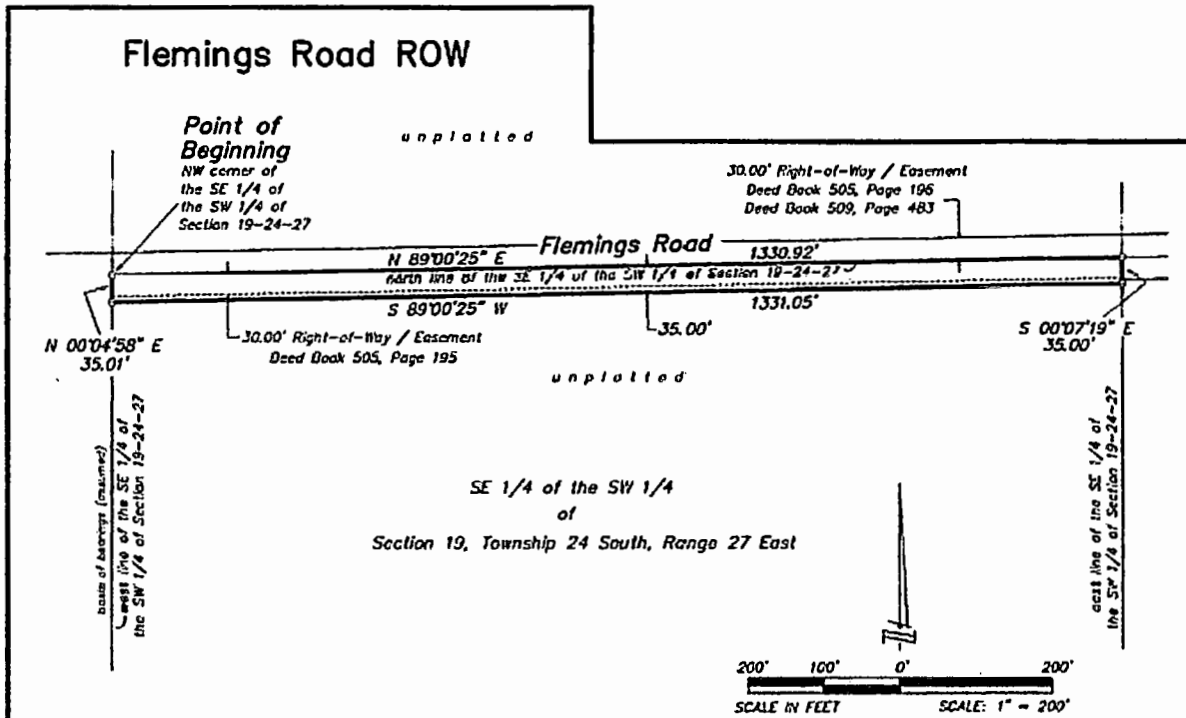
NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSENESS. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description
 of lands situated in

**Sections 19 and 30,
 Township 24 South, Range 27 East
 Orange County, Florida**

PREPARED FOR: Spring Grove, LLC  GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656	JOB NO. 1703.63C SHEET 1 of 2 DATE 8/05/19 REV. 8/27/19 SCALE As Noted	SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SURVING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SURVING PARTY. ORA LP 15-7184  SURVEYOR R. GANUNG REG. NO. 4233
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Legal Description

The North 35.00 feet of the Southeast 1/4 of the Southwest 1/4 of Section 19, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

BEGIN at the northwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 19; thence run N 89°00'25" E, along the north line of the Southeast 1/4 of the Southwest 1/4 of said Section 19, a distance of 1,330.92 feet to a point on the east line of the Southeast 1/4 of the Southwest 1/4 of said Section 19; thence run S 00°07'19" E, along said east line, a distance of 35.00 feet; thence, departing said east line, run S 89°00'25" W, a distance of 1,331.05 feet to a point on the west line of the Southeast 1/4 of the Southwest 1/4 of said Section 19; thence run N 00°04'58" E, along said west line, a distance of 35.01 feet to the POINT OF BEGINNING.

Containing 1.069 acres (46,585 square feet), more or less.

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

O.R.B. – Official Records Book

Sketch of Description

of lands situated in

Section 19, Township 24 South, Range 27 East
 Orange County, Florida

SKETCH OF DESCRIPTION ONLY – NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSEURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

PREPARED FOR: Spring Grove, LLC	JOB NO. 1703.630	SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OR DESCRIPTION BY SOMEONE OTHER THAN THE SURVING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SURVING PARTY. GBA 18-112-7104 R. CLAYTON GANUNG SURV. #18-112-7104
	SHEET 1 of 1	
DATE 8/05/19 REV. 8/09/19		
SCALE As Noted		
 GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-8656		