



Interoffice Memorandum

AGENDA ITEM

September 18, 2019

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

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

SUBJECT: October 8, 2019 – Consent Item
Fourth Amendment to Village H Horizon West Road Network Agreement (C.R. 545)

The Roadway Agreement Committee has reviewed the Fourth Amendment to Village H Horizon West Road Network Agreement (C.R. 545) ("Fourth Amendment") by and among D.R. Horton, Inc.; Avalon Properties, Ltd.; Titan Western Beltway, LLC; Hanover Hickory Nut, LLC; Zanzibar Properties, LLC; Mattamy Orlando LLC; Seidel West I, LLC; Lennar Homes, LLC; Columnar Partnership Holding I, LLC; K. Hovnanian Winding Bay Preserve, LLC; Spring Grove Properties, LLC and Orange County. The Village H Horizon West Road Network Agreement ("Agreement") was approved by the Board on February 20, 2013, and recorded at OR Book/Page 10525/6172. A First Amendment was approved by the Board on December 16, 2014, and recorded at OR Book/Page 10851/0626. A Second Amendment was approved by the Board on January 27, 2015, and recorded at OR Book/Page 10870/7689. A Third Amendment was approved by the Board on November 28, 2019, and recorded at Document number 20170656057. Under the terms of the Fourth Amendment, Section 5.4 of the Agreement is amended to include certain future traffic signals as part of the Agreement and to update engineering plans for the C.R. 545 improvements.

The Roadway Agreement Committee approved the Fourth Amendment on August 21, 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.

Page Two

October 8, 2019 – Consent Item

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

ACTION REQUESTED: Approval and execution of Fourth 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; Mattamy Orlando LLC; Seidel West I, LLC; Lennar Homes, LLC; Columnar Partnership Holding I, LLC; K. Hovnanian Winding Bay Preserve, LLC; Spring Grove Properties, LLC, and Orange County to modify Section 5.4 of the Agreement to include certain future traffic signals as part of the Agreement and to update engineering plans for the C.R. 545 Improvements. District 1

Attachments
JVW/HEGB:fb

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

BCC Mtg. Date: October 08, 2019

EXECUTION VERSION

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

THIS FOURTH AMENDMENT TO THE VILLAGE H HORIZON WEST ROAD NETWORK AGREEMENT (C.R. 545) (the “**Fourth 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 1353 Palmetto Avenue, Suite 101, Winter Park, Florida 32789; **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** (“**Hanover**”), a Florida limited liability company, whose address is 370 Centerpointe Circle, Suite 1136, Altamonte Springs, FL 32701; **ZANZIBAR PROPERTIES, LLC**, (“**Zanzibar**”), a Florida limited liability company, whose address is 180 Commerce Street, Suite 160, Lake Mary, FL 32746; **MATTAMY ORLANDO LLC** (“**Mattamy**”), a Delaware limited liability company, whose address is 1900 Summit Tower Boulevard, Suite 500, Orlando, Florida 32810, as successor in interest to Zanzibar as to a portion of Zanzibar’s property; **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 6750 Forum Drive, Suite 310, Orlando, Florida 32821, as successor in interest to Avalon Properties, Ltd. as to a portion of Avalon’s property; **COLUMNAR PARTNERSHIP HOLDING I, LLC**

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(“**Columnar**”), an Indiana limited liability company whose address is 5956 Sherry Lane, Suite 1000, Dallas, TX 75225, as successor in interest to the Horizon West Properties and HAP, Inc. property; **K. HOVNANIAN WINDING BAY PRESERVE, LLC**, (“**K. Hov.**”), a Florida limited liability company, whose address is 2301 Lucien Way, Suite 260, Maitland, FL 32751, as successor in interest to Columnar as to a portion of Columnar’s property; **SPRING GROVE PROPERTIES, LLC** (“**SGP**”), a Florida limited liability company, whose address is 1353 Palmetto Avenue, Suite 101, Winter Park, Florida 32789, as successor in interest 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. Attached as Exhibit “A” is a Joinder and Consent form signed by **ALL SANT HOLDINGS, LLC**.

RECITALS

A. On or about February 12, 2013, County and Owners or their predecessors in title 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 the 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, and as further amended by the SECOND AMENDMENT TO VILLAGE H ROAD NETWORK AGREEMENT (C.R. 545) recorded February 3, 2015 in Official Records Book 10870, Page 7689, Public Records of Orange County, Florida, and as further amended by the THIRD AMENDMENT TO VILLAGE H ROAD

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NETWORK AGREEMENT (C.R. 545) recorded December 1, 2017, as Doc# 20170656057 in the Public Records of Orange County, Florida (collectively, the “Agreement”);

B. As used herein, term “Owners” includes Signatory Owners to the Agreement and their successors in title who purchased Property within Village H subject to the obligations set forth in the Agreement. The term “Owners” does not include any buyer of Property within Village H that was developed with a residential home at the time of the purchase and that obtained title insurance coverage for any potential obligations under the Agreement (the “**Third Party Purchasers**”). The term “Owners” also does not include any purchaser of Property within Village H that has been formally released from obligations under the Agreement in accordance with the Release provisions contained in that certain Amended and Restated Village H Cooperation Agreement recorded February 20, 2013 in Official Records Book 10525, Page 1893, of the Public Records of Orange County, Florida (the “**Restated Cooperation Agreement**”).

C. The County and Owners are desirous of further 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

1. **Recitals**. The above recitals are true and correct and are hereby incorporated as material provisions of this Fourth Amendment by this reference.
2. **Capitalization and Formatting of Revisions**. Any capitalized term not defined herein shall have the same definition as in the Agreement. As used in this Fourth Amendment,

double underlining denotes additions and ~~strike-throughs~~ denote deletions from the language in the Agreement.

3. Change Orders. Section 5.4 of the Agreement is hereby amended as follows to address the County's determination following its acceptance of final design for the C.R. 545 Improvements that provisions regarding future traffic signals need to be included in the Agreement and in the engineering plans for the C.R. 545 Improvements.

5.4. Change Orders. As used herein the term "Traffic Signal" or "Traffic Signals" shall mean all structural elements and equipment that comprise a lighted traffic control device, including mast arms, signal heads, signal controller and cabinet, fiber interconnect cable and other appurtenant items. As used herein the term "Road Segment 1" shall mean Schofield Road to Old YMCA Road, the term "Road Segment 2" shall mean Old YMCA Road to Entrance of Parcel 6, the term "Road Segment 3" shall mean entrance of Parcel 6 to northern boundary line of Parcel 10, and the term "Road Segment 4" shall mean the northern boundary line of Parcel 10 to south leg of Loop Road of the C.R. 545 Improvements. Any proposed change orders shall be submitted to the County Engineer for review and approval or denial within ten (10) business days following receipt of the proposed change order. Board of County Commissioners' approval for change orders to the Preliminary Design Study or to the final design of any Road Segment shall only be required if, during the completion of the Preliminary Design Study or during the course of final design and engineering for a Road Segment, the cumulative amount of the ~~any~~ change orders for either the Preliminary Design Study or for the

particular Road Segment exceeds 10% of the Engineer of Record's estimate of the design or engineering expenses.

(i) Even though a Traffic Signal at the intersection of Flamingo Crossings Boulevard and C.R. 545 (the "Flamingo Crossings Traffic Signal") is not warranted as of the Effective Date of this Fourth Amendment, the parties agree that the final engineering for the C.R. 545 Improvements should be changed to provide for the installation of the Flamingo Crossings Traffic Signal. The Engineer of Record shall submit revised engineering plans and a cost estimate for the Flamingo Crossings Traffic Signal for County approval. The Participating Owners for Road Segments 2, 3 and 4 shall proportionally share the cost of the Flamingo Crossings Traffic Signal. DRHI, as the Constructing Owner of Road Segments 2, 3 and 4, shall amend the construction contract for these Road Segments to include the Flamingo Crossings Traffic Signal (the "Amended Construction Contract"), and provide the Escrow Agent with the signed original of the Amended Construction Contract and direct the Escrow Agent to provide a copy of the Amended Construction Contract to the County. Within ten (10) business days following the Effective Date of this Fourth Amendment, or within ten (10) business days following the County's approval of the revised engineering plans and cost estimate for the Flamingo Crossings Traffic Signal, whichever occurs later, DRHI, as the Constructing Owner of Road Segments 2, 3 and 4, shall direct the Village H Escrow Agent to issue a supplemental Certificate of Payment to the Transportation Planning Division to certify that sufficient funds are being held in escrow to cover

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one hundred ten percent (110%) of the estimated cost of the Flamingo Crossings Traffic Signal in addition to the funds allocated for construction of Road Segments 2, 3 and 4 that are currently being constructed as referenced in the Certificate of Payment dated March 19, 2019. In consideration of the commitments made in this Subsection 5.4(i) and DRHI's commitment to diligently pursue the work needed to complete the Flamingo Crossings Traffic Signal, the County shall not deny or delay issuance of a Notice of Substantial Completion for Road Segment 2, 3, or 4 or deny or delay any proposed PD, PSP, DP or building permit approval in Village H for reasons solely due to the Flamingo Crossings Traffic Signal. The County shall award Road Credits for the Flamingo Crossings Traffic Signal as provided in Subsection 13.3(vii) of the Agreement, as modified by this Fourth Amendment.

(ii) It is anticipated that a Traffic Signal will eventually be warranted at each of the following locations: (i) the intersection of C.R. 545 at Old YMCA Road located in Road Segment 2 (the "Old YMCA Road Traffic Signal"); (ii) the intersection of C.R. 545 at Phil Ritson Way; and (iii) the intersection of C.R. 545 and Schofield Road (collectively, the intersections at Phil Ritson Way and Schofield Road are referred to herein as the "Road Segment 1 Intersections"). The parties agree that within thirty (30) days following the Effective Date of this Fourth Amendment and following County review and approval of the revised design scope, whichever occurs later, the Engineer of Record shall commence revision of the final engineering plans for Road Segment 2 and Road Segment 1 to provide corner clips to accommodate the Old YMCA Road Traffic Signal and a

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Traffic Signal at each of the Road Segment 1 Intersections. The locations for the corner clips shall be free and clear of all encumbrances except easements acceptable to the County. The Engineer of Record shall also do preliminary design work on the foundations for the Old YMCA Road Traffic Signal and the Road Segment 1 Traffic Signals to determine if additional C.R. 545 right-of-way is needed at the corner clips and to prepare a legal description and sketch of any additional C. R. 545 right-of-way that the County would need to acquire for the corner clips. The additional engineering fees related to the corner clips and the preliminary design of the foundations for the Old YMCA Road Traffic Signal and for the Road Segment 1 Intersections shall be impact fee creditable as provided in Subsection 13.3(vii) of the Agreement, as modified by this Fourth Amendment.

(iii) The parties acknowledge that no funding has been collected as of the Effective Date of this Fourth Amendment for the construction of Road Segment 1 or the Old YMCA Road Traffic Signal; however, the Participating Owners for the construction of Road Segment 1 shall also be obligated to proportionally fund the construction of the Old YMCA Road Traffic Signal in accordance with the following schedule:

(a) Within ninety (90) days following the Effective Date of this Fourth Amendment and following County review and approval of the revised design scope, whichever occurs later, the parties agree that the Engineer of Record shall commence design of the Old YMCA Road Traffic Signal. The design of the Old YMCA Road Traffic Signal shall include structures that will accommodate a

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fully operational Traffic Signal when warranted, but will initially operate as an overhead flashing beacon with single section signal heads and side street stop control.

(b) Within a reasonable time frame following commencement of design of the Old YMCA Road Traffic Signal, the Engineer of Record shall submit for County approval revised engineering plans for Road Segment 2 that include the Old YMCA Road Traffic Signal.

(c) Within thirty (30) days following the County's approval of the revised engineering plans that include the Old YMCA Road traffic signal, the Engineer of Record shall prepare a cost estimate for one hundred ten percent (110%) of the cost of constructing Road Segment 1, plus the cost of constructing the Old YMCA Road Traffic Signal.

(d) Within thirty (30) days following receipt of the County-approved cost estimate for Road Segment 1 and the Old YMCA Road Traffic Signal, DRHI as the Constructing Owner of Road Segments 2, 3 and 4 shall direct the Escrow Agent to issue a capital call to all Owners soliciting the pre-payment of Impact Fees in an amount sufficient to fund one hundred ten percent (110%) of the County-approved cost of Road Segment 1 and the Old YMCA Road Traffic Signal.

(e) Within thirty (30) days following the Escrow Agent's collection of sufficient pre-paid Impact Fees from the Owners to fund one hundred ten percent (110%) of the County-approved cost of Road Segment 1 and the Old YMCA Road Traffic Signal, DRHI as the Constructing Owner of Road Segments

2, 3 and 4 shall direct the Escrow Agent to issue a supplemental Certificate of Payment to the Transportation Planning Division to certify that sufficient funds are being held in escrow to cover one hundred ten percent (110%) of the estimated cost of Road Segment 1 and the Old YMCA Road Traffic Signal. These escrowed funds are in addition to the funds collected from Participating Owners for construction of Road Segments 2, 3 and 4, as referenced in the Certificate of Payment dated March 19, 2019, and as revised by the Certificate of Payment for the Flamingo Crossings Traffic Signal.

(f) Within thirty (30) days following issuance of the Escrow Agent's supplemental Certificate of Payment, the construction contract for Road Segments 2, 3 and 4 shall be further amended by DRHI to include the Old YMCA Road Traffic Signal (the "Further Amended Construction Contract"), and construction of the Old YMCA Road Traffic Signal shall commence as soon as reasonably practical thereafter. The signed original of the Further Amended Construction Contract shall be delivered to the Escrow Agent, and DRHI shall direct the Escrow Agent to provide a copy of the Further Amended Construction Contract to the County.

(iv) At any time following the date on which the County receives a copy of the signed Further Amended Construction Contract that includes the Old YMCA Road Traffic Signal, the County may issue to the Escrow Agent a Notice to Proceed giving the Participating Owners for Road Segments 2, 3 and 4 ninety (90) days in which to commence construction of the Old YMCA Road Traffic Signal.

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Thereafter, construction of the Old YMCA Road Traffic Signal shall proceed diligently until its completion. Following receipt of a copy of the Further Amended Construction Contract, the County shall not deny or delay any issuance of a Notice of Substantial Completion for any Road Segment or deny or delay any proposed PD, PSP, DP or building permit approval in Village H for reasons solely due to the Old YMCA Road Traffic Signal. The County shall award Road Credits for the Old YMCA Road Traffic Signal as provided in Subsection 13.3(ix) of the Agreement, as modified by this Fourth Amendment.

(v) The Village H Participating Owners shall have no financial responsibility for design or installation of the Traffic Signals at the Road Segment 1 Intersections.

4. Trip Allocations and Performance Thresholds. Table 1 in Section 6 of the Agreement is hereby further amended as follows to reflect forty (40) previously unallocated Trips that were allocated to Horizon West Investment Group, LLC (“HWIG”) in consideration of HWIG’s proportionate share contribution of \$155,920 toward the construction of the C.R. 545 Improvements as required by Policy FLU.4.15.2 of the Comprehensive Plan. In addition, Table 1 in Section 6 of the Agreement is hereby further amended as follows (i) to allow the release of a portion of the Road Segment 1 Trip Allocation before the County has completed the acquisition of right-of-way for Road Segment 1 from Non-Village H Owners and prior to execution of a construction contract for Road Segment 1 or commencement of construction of Road Segment 1; and (ii) to allow the release of the Performance Threshold 4 Trip Allocation for a particular Road Segment upon County issuance of a Notice of Substantial Completion for that Road Segment.

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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>	<u>100%</u>
	Subtotal:	709	100%
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;	192	27%
	• Northern boundary line of Parcel 10 to South Leg of Loop Road.	<u>198</u>	<u>28%</u>
	Subtotal:	709	100%
3A.	Participating Owners to fully fund construction costs, and a Constructing Owner to provide fully engineered plans for any of the following Road Segments:		
	• Schofield Road to Old YMCA Road;	245 <u>359</u>	23 <u>31%</u>
	• Old YMCA Road to Entrance of Parcel 6;	234	22 <u>20%</u>
	• Entrance of Parcel 6 to northern boundary line of Parcel 10;	287	27 <u>24%</u>
	• Northern boundary line of Parcel 10 to South Leg of Loop Road.	298	28 <u>25%</u>
	Subtotal:	1,064 <u>1,178</u>	100%
3B.	Signatory Owners to complete their right-of-way and easement conveyances to Orange County, and County to acquire right-of-way from non-Village H owners as may be necessary for any particular Road Segment, and a Constructing Owner to enter into construction contracts, and commence the four-lane reconstruction of any of the following Road Segments:		
	• Schofield Road to Old YMCA Road;	473 <u>359</u>	23 <u>18%</u>
	• Old YMCA Road to Entrance of Parcel 6;	452	22 <u>23%</u>
	• Entrance of Parcel 6 to northern boundary line of Parcel 10;	555	27 <u>29%</u>
	• Northern boundary line of Parcel 10 to South Leg of Loop Road.	576	28 <u>30%</u>
	Subtotal:	2,056 <u>1,942</u>	100%

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<u>Threshold Number</u>	<u>Performance Threshold</u>	<u>Trip Allocation</u>	<u>Percentage of Threshold Trip Total</u>
4.	A Constructing Owner to complete construction and obtain <u>Notice of Substantial Certificates of Completion</u> for any of the following Road Segments:		
	• Schofield Road to Old YMCA Road;	261 221	23% 20%
	• Old YMCA Road to Entrance of Parcel 6;	250	22% 23%
	• Entrance of Parcel 6 to northern boundary line of Parcel 10;	307	27% 28%
	• Northern boundary line of Parcel 10 to South Leg of Loop Road.	317	28% 29%
	Subtotal:	1,135 1,095	100%
	Total:	5,673 5,633	

5. Administration and Timing of Road Credits. Subsection 13.3 of the Agreement is hereby amended as follows to address the award of Road Credits for certain costs related to the Flamingo Crossings Traffic Signal and the Traffic Signals at Road Segment 1 Intersections.

13.3 Administration and Timing of Road Credits. The County shall establish a single transportation impact fee credit account for the benefit of the Village H Participating Owners (the “**Village H Credit Account**”). Road Credits shall be awarded at the times noted in this Subsection 13.3, and the award of Road Credits shall be subject to the Impact Fee Credit Cap. The Escrow Agent shall submit to the Transportation Planning Division documentation of the completion of the item that is eligible for Road Credits and shall certify to the County the total costs incurred by the Participating Owners for the work performed or the total amount of APF Land conveyed. Within the time frames provided herein for each component of work or each conveyance that is eligible for Road Credits, the County shall notify the Escrow Agent of the amount of Road Credits that have been added to the Village H Credit Account.

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(i) Road Credits for the Preliminary Design Study shall be awarded following the County's acceptance of the completed Preliminary Design Study. The Escrow Agent shall certify to the County the final expenses related to the Preliminary Design Study, and the County shall award the applicable Road Credits within thirty (30) days thereafter.

(ii) Road Credits for the conveyance of right-of-way and easements for a Road Segment shall be awarded within thirty (30) days following the County's acceptance of the conveyance either by deed or by plat.

(iii) Road Credits for right-of-way the County acquires from third parties shall be awarded to the Escrow Agent at the rate of \$22,500 per acre, and the Escrow Agent shall then proportionally allocate the Road Credits to the Participating Owners that contributed funds for the right-of-way acquisition.

(iv) Road Credits in an amount equal to seventy-five percent (75%) of the estimated cost for final design, engineering, and permitting expenses related to a Road Segment shall be awarded within thirty (30) days following the County's receipt of the Escrow Agent's certification that the Participating Owners have deposited and the Escrow Agent is holding in escrow cash as prepaid Impact Fees in an amount equal to at least one hundred ten percent (110%) of the estimated costs for final design, engineering, and permitting expenses related to a Road Segment.

(v) Road Credits for seventy-five percent (75%) of the estimated costs for construction of any Road Segment shall be awarded within thirty (30) days following receipt of the Escrow Agent's certification that: (i) the Escrow Agent

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has obtained a fully executed construction contract for a Road Segment; (ii) Participating Owners have deposited and the Escrow Agent is holding in escrow cash in an amount equal to at least one hundred ten percent (110%) of the estimated costs for construction of the particular Road Segment, as reflected in the fully executed construction contract for that Road Segment; and (iii) a preconstruction conference with County staff has been held regarding the particular Road Segment.

(vi) Following the County's issuance of a Certificate of Completion for each Road Segment, the Escrow Agent shall certify to the County the amount actually spent on the final design, engineering, permitting and construction of the particular Road Segment, and the amount of Road Credits previously awarded shall be adjusted to reflect ninety-five percent (95%) of the amount actually spent on constructing the particular Road Segment or 60% of the Countywide Average Cost, whichever is less.

(vii) Road Credits for seventy-five percent (75%) of the cost of revising the approved engineering plans and installing the Flamingo Crossings Traffic Signal shall be awarded within thirty (30) days of the County's receipt of a supplemental Certificate of Payment from the Escrow Agent certifying that the Participating Owners have deposited and the Escrow Agent is holding in escrow cash as prepaid Impact Fees in an amount equal to at least one hundred ten percent (110%) of the County-approved total cost of designing, engineering, permitting and constructing the Flamingo Crossings Traffic Signal. Following the County's issuance of a Certificate of Completion for the Flamingo Crossings Traffic Signal,

the Escrow Agent shall certify to the County the amount actually spent on the Flamingo Crossings Traffic Signal, and the amount of Road Credits previously awarded shall be adjusted to reflect one hundred percent (100%) of the County-approved cost of the Flamingo Crossings Traffic Signal.

(viii) Road Credits for one hundred percent (100%) of the County-approved cost of revising the approved engineering plans to include corner clips and the cost of the preliminary design work on the Traffic Signal foundations at the Road Segment 1 Intersections shall be awarded following the County's acceptance of the revised final engineering plans. The Escrow Agent shall certify to the Transportation Planning Division the final expenses related to the revised final engineering plans for the Road Segment 1 Intersections, and the County shall award the Road Credits within thirty (30) days thereafter.

(ix) Road Credits for seventy-five percent (75%) of the cost of revising the approved engineering plans and installing the Old YMCA Road Traffic Signal shall be awarded within thirty (30) days following the County's receipt of a supplemental Certificate of Payment from the Escrow Agent certifying that the Road Segment 1 Participating Owners have deposited and the Escrow Agent is holding in escrow cash as prepaid Impact Fees in an amount equal to at least one hundred ten percent (110%) of the County-approved total cost of designing, engineering, permitting and constructing the Old YMCA Road Traffic Signal. Following the County's issuance of a Certificate of Completion for the Old YMCA Road Traffic Signal, the Escrow Agent shall certify to the County the amount

actually spent on the Old YMCA Road Traffic Signal, and the amount of Road Credits previously awarded shall be adjusted to reflect one hundred percent (100%) of the County-approved cost of the Old YMCA Road Traffic Signal.

(x) For other creditable expenses, such as expenses related to additional work performed under a performance surety following issuance of a Certificate of Completion, Road Credits shall be awarded within thirty (30) days following the Escrow Agent's submittal to the County of documentation of the work completed and certification of costs incurred by the Participating Owners.

6. Increase in Trips Through the Transfer of Development Rights Process. Subsection 15.1 of the Agreement is hereby amended to reduce cumulative total of excess Trips available to address increases in Trips as a result of a Transfer of Development Rights due to prior allocation of forty (40) excess Trips to HWIG.

15.1 Satisfaction of Transportation Concurrence; Increased Trips Through The Transfer of Development Rights Process. Through continued compliance with the terms and conditions of this Agreement, the Signatory Owners, their successors and assigns, shall be deemed to have satisfied transportation concurrency through full build-out of Village H up to a cumulative total of ~~5,673~~ 5,633 Trips (the "**Vested Trips**"), for so long as a transportation concurrency concept is applicable to Horizon West. A Confirmation of Trip Allocation Letter ("Confirmation Letter") shall be issued by the Transportation Planning Division periodically following receipt of a Certificate of Payment from the Escrow Agent for Performance Threshold 1 or specific Road Segments within Performance

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Thresholds 2, 3A, 3B or 4, as set forth in Section 8 of this Agreement. A copy of the Confirmation Letter along with an Assignment of Vested Trips, shall be provided by the Escrow Agent only to Participating Owners that have funded all or a portion of the Performance Threshold for which the Confirmation Letter was issued. Upon presentation of a Confirmation Letter and an Assignment of Vested Trips, the transportation portion of the County's concurrency review fee shall be waived. In the event any Signatory Owner utilizes the Transfer of Development Rights process, as set forth in Sections 30-725 through 30-729 of the County Code, in order to increase the density or intensity of such Signatory Owner's Property resulting in additional Trips, that Signatory Owner shall be solely responsible for satisfying concurrency requirements related to such excess density or intensity.

7. Covenants Running with the Land and Owners' Indemnification of County. The Agreement and this Fourth Amendment shall run with the Properties and shall inure to the benefit and detriment of the County and the heirs, legal representatives, successors, and assigns of the Signatory Owners and any person, firm, corporation, or other entity that may become the successor in interest to the Properties or any Parcel, until such time as a partial release is issued by the Escrow Agent pursuant to Section 11 of the Restated Cooperation Agreement and is recorded as to particular Parcels. Notwithstanding the foregoing, the parties to this Fourth Amendment acknowledge that certain portions of the Properties have previously been conveyed to Third Party Purchasers by Owners who, although not obtaining partial releases pursuant to the Restated Cooperation Agreement, have caused title policies to be issued to said Third Party Purchasers that provide title insurance coverage to such Third Party Purchasers for any potential obligations

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arising under the Agreement, as it may be amended from time to time. As such, said Third Party Purchasers are not executing or joining into this Fourth Amendment, and thus the Owners executing this Fourth Amendment constitute less than all of the fee simple owners of all of the Properties (“**All Fee Simple Owners**”). For and in consideration of One and No/100 Dollars (\$1.00), the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners executing this Fourth Amendment, and their respective successors and assigns, agree to indemnify, defend, save, and hold harmless County from and against any and all claims, damages, actions, losses, suits, judgments, fines, liabilities, charges, costs, and expenses, including reasonable attorney and legal fees and costs, both at trial and on appeal, arising out of, resulting from, or incurred by County on account of or by reason of any claim or assertion that this Fourth Amendment is invalid for failing to name, join in, or be executed by All Fee Simple Owners.

8. Notices. Any notice delivered with respect to this Fourth 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.

As to DRHI:	D.R. Horton, Inc. Attention: Chris Wrenn and Mike Robertson 6200 Lee Vista Boulevard Suite 400 Orlando, Florida 32822 Facsimile: (407) 850-5350
-------------	--

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

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.
Attention: Robert C. Hewitt and Bill Roll
1353 Palmetto Avenue, Suite 101
Winter Park, Florida 32789
Facsimile: None

With a copy to: Daniel Thomas O'Keefe, Esq.
Shutts & Bowen
300 S. Orange Ave., Suite 1600
Orlando, Florida 32801
Facsimile: (407) 849-7256

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

As to Hanover: Hanover Hickory Nut, LLC
c/o Emerson International, Inc.
Attention: Larry Pitt, Esq.
370 Centerpointe Circle, Suite 1136
Altamonte Springs, Florida 32701
Facsimile: (407) 386-7245

As to Zanzibar: Zanzibar Properties, LLC
Attention: Sadique Jaffer
180 Commerce Street, Suite 160
Lake Mary, Florida 32746
Facsimile: (407) 849-7222

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

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

As to Mattamy: Mattamy Orlando LLC
Attention: David Hulme
1900 Summit Tower Boulevard, Suite 500
Orlando, FL 32810
Facsimile: (407) 599-9998

With a copy to: Mattamy Orlando LLC
Attention: David Baselice
1900 Summit Tower Boulevard, Suite 500
Orlando, FL 32810
Facsimile: (407) 599-9998

And with a copy to: Mattamy Homes
Attention: Leslie C. Candes, Esq.
4901 Vineland Road, Suite 450
Orlando, FL 32811
Facsimile: (407) 386-9996

And with a copy to: Shutts & Bowen LLP
Attention: Juli Simas James, Esq. and
Daniel T. O'Keefe, Esq.
300 S. Orange Avenue, Suite 1600
Orlando, FL 32801
Facsimile: (407) 849-7274

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

As to Lennar: Lennar Homes, LLC
Attention: Brock Nicholas
6750 Forum Drive, Suite 310
Orlando, Florida 32821
Facsimile: (407) 586-4001

With a copy to: Lennar Corporation
Attention: General Counsel
700 NW 107th Avenue - 4th Floor
Miami, Florida 33172
Facsimile: (305) 229-6650

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

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 Holding I, LLC
Attention: Dan Traylor
5956 Sherry Lane, Suite 1000
Dallas, TX 75225
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 K. Hov.: K. Hovnanian Winding Bay Preserve, LLC
Attention: Kyle Upper
K. Hovnanian Homes
2301 Lucien Way, Suite 260
Maitland, Florida 32751
Facsimile: (407) 865-9477

With a copy to: John Semple, V.P & Chief Legal Counsel
K. Hovnanian Homes
110 Fieldcrest Avenue
Edison, NJ 08837
Facsimile: (732) 225-3520

And with a copy to: Shutts & Bowen LLP
Attention: Chad Crews, Esq.
300 S. Orange Avenue, Suite 1600
Orlando, FL 32801
Facsimile: (407) 849-7274

As to SGP: Spring Grove Properties, LLC
Attention: Robert Hewitt, Jr. and Bill Roll
1353 Palmetto Avenue, Suite 101
Winter Park, Florida 32789
Facsimile: None

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

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

As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393
Facsimile: (407) 836-7399

With a copy to: Orange County Planning, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-9205
Facsimile: (407) 836-8076

9. Recordation. An executed original of this Fourth Amendment shall be recorded, at the Owners' expense, in the Public Records of Orange County, Florida within thirty (30) days following the Effective Date of this Fourth Amendment.

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

11. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Fourth Amendment and in the Agreement.

12. Further Documentation. The parties agree that at any time following a request therefor by a party requesting further documentation, the applicable parties shall execute and deliver to the requesting party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of the parties hereunder and the consummation of the transactions contemplated in this Fourth Amendment.

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

13. Limitation of Remedies. County and Owners expressly agree that any remedies available to an aggrieved party to this Fourth Amendment shall be as set forth in the Agreement.

14. Amendment. No amendment, modification, or other change to this Fourth Amendment or the Agreement shall be binding upon the parties to this Fourth Amendment unless in writing and executed by all the parties hereto.

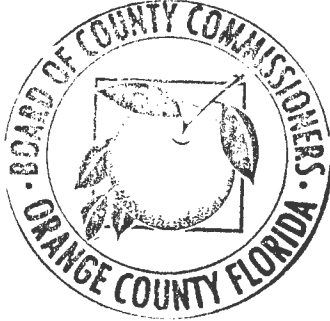
15. Effect of Amendment. The Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment shall remain in full force and effect.

16. Counterparts. This Fourth 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]

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

IN WITNESS WHEREOF, OWNERS and COUNTY have executed this Fourth
Amendment in manner and form sufficient to bind them 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: *8 Oct 19*

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

By: *Noelia Perez*
Deputy Clerk

Print Name: *Noelia Perez*
Date: *8 October 2019*

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

WITNESSES:

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

Nicole Divenzo
Print Name Nicole Divenzo

John Valantasis
Print Name John Valantasis

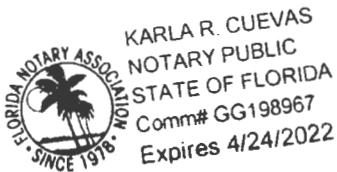
By: *Ch*
Print Name: CHRISTOPHER WRENN
Its: ASSISTANT SECRETARY

Date: 9/10/19

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by CHRISTOPHER WRENN 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 10 day of SEPTEMBER, 2019. 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 10 day of SEPTEMBER, 2019.



Karla R. Cuevas
Notary Public
Print Name Karla R. Cuevas
My Commission Expires 4.24.2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

WITNESSES:

AVALON PROPERTIES, LTD., a Florida
limited partnership

BY: C&R Land Development, Inc., a Florida
corporation, as General Partner

Ursula Palmer
Print Name: Ursula Palmer
Matthew Angell
Print Name: Matthew Angell

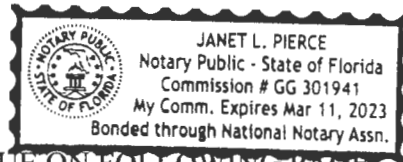
By: William C. Roll
Print Name: WILLIAM C. Roll
Its: VP
Date: 9.10.19

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 10 day of September, 2019, by William C. Roll, as VP of C&R Land Development, Inc., a Florida corporation, a General Partner of Avalon Properties, Ltd., a Florida limited partnership, on behalf of the corporation and limited partnership. 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 10 day of September, 2019.

Janet L. Pierce
Notary Public
Print Name Janet L. Pierce
My Commission Expires March 11, 2023



[AVALON NOTARY FORMS CONTINUE ON FOLLOWING PAGE]

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

WITNESSES:

[Signature]
Print Name: Ursula Palmer
[Signature]
Print Name: Robert C Hewitt

AVALON PROPERTIES, LTD., a Florida
limited partnership

By: Hewitt Residential, LLC, a Florida
corporation, as General Partner

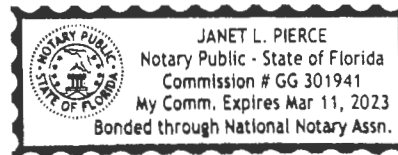
By: [Signature]
Print Name: Robert C Hewitt
Its: Managing Member
Date: 9/10/19

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 10 day of September, 2019, by Robert C. Hewitt, as MGEM of Hewitt Residential, LLC, a Florida limited liability company, a General Partner of Avalon Properties, Ltd., a Florida limited partnership, on behalf of the limited liability company and limited partnership. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

(NOTARY SEAL)

[Signature]
Notary Public, State of Florida
Print Name: Janet L. Pierce
My Commission Expires March 11, 2023



[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

WITNESSES:

TITAN WESTERN BELTWAY, LLC, a
Florida limited liability company

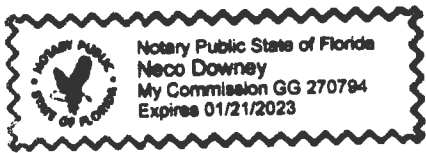
~~Signature~~
Print Name STAN PETERKIEWIS
~~Signature~~
Print Name Patricia Loy

By: Dell Avery
Print Name: DELL AVERY
Its: President
Date: 9/9/19

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Dell Avery as 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 9 day of September, 2019. He 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 9 day of September, 2019.



Neco Downey
Notary Public
Print Name Neco Downey
My Commission Expires 01/21/2023

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

WITNESSES:

HANOVER HICKORY NUT, LLC, a Florida
limited liability company

Heather Field
Print Name Heather Field

Meredith Gibson Zornek
Print Name Meredith Gibson Zornek

By: [Signature]
Print Name: Lawrence B. Pitt
Its: Vice President and General Counsel

Date: September 12, 2019

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Lawrence B. Pitt as Vice General Counsel 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 12th day of September, 2019. 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 12th day of September, 2019.




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

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

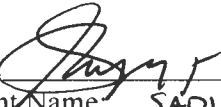
Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

WITNESSES:

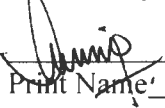
ZANZIBAR PROPERTIES, LLC, a Florida
limited liability company



Print Name Arnel Farah

By 

Print Name: SADIQUE JAFFER
Its: MANAGING MEMBER



Print Name: Amyl Robinson

Date: 9/10/19

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Sadique Jaffer 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 10th day of September, 2019. 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 10th day of September, 2019.



Notary Public
Print Name Ashley Westmoreland
My Commission Expires 2/4/2020



[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

WITNESSES:

[Signature]
Print Name DAVID HULME

[Signature]
Print Name BENNETT S. RUEDAS

[Signature]
Print Name KRISTINA M STEPHENS

[Signature]
Print Name JENNIFER THOMAS

MATTAMY ORLANDO LLC, a Delaware limited liability company

By: [Signature]

Print Name: David Hulme
Its: Vice President

Date: 9/9/2019

By: [Signature]

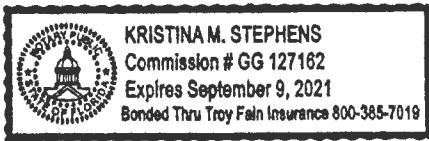
Print Name: Leslie C. Candel
Its: Vice President

Date: 9/9/19

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by David Hulme as Vice President and by Leslie C. Candel as Vice President of Mattamy Orlando LLC, a Delaware limited liability company, on behalf of the company, and who are known by me to be the persons described herein and who executed the foregoing this the 9th day of September, 2019. 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 9th day of September, 2019.



[Signature]
Notary Public
Print Name Kristina M Stephens
My Commission Expires 9/9/21

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

WITNESSES:

SEIDEL WEST I, LLC, a Florida limited liability company

Lisa M. Ellert
Print Name LISA M. ELLERT

Valerie T. Ziebarth
Print Name Valerie T. Ziebarth

By: Cole W. Clayton

Print Name: COLE W. CLAYTON

Its: Managing Member

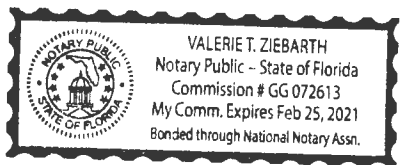
Date: 09-09-2019

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 9 day of September, 2019. 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 9 day of September, 2019.

Valerie T. Ziebarth
Notary Public
Print Name Valerie T. Ziebarth
My Commission Expires Feb. 25, 2021



[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

[Signature]
Print Name LINDA CHAMBERS
[Signature]
Print Name SUSAN N. KANE

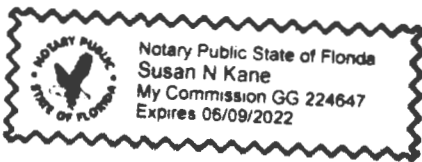
By: [Signature]
Print Name: MARK McDONALD
Its: AUTHORIZED AGENT
Date: 9/6/19

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Mark McDonald as Authorized Agent 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 6th day of September, 2019. 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 10th day of September, 2019.

[Signature]
Notary Public
Print Name SUSAN N. Kane
My Commission Expires June 9, 2022



[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

WITNESSES:

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

Melody F. Ellsperman
Print Name Melody F. Ellsperman

Michael J. Miles
Print Name Michael J. Miles

By: [Signature]
Print Name: Daniel A. Traylor
Its: President

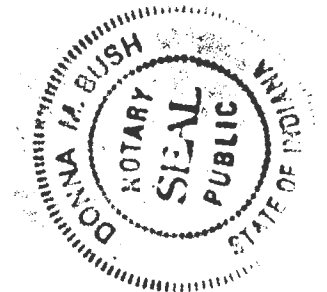
Date: 09/13/2019

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me by Daniel A. Traylor as
President of Columnar Partnership Holding I, LLC, an 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 13th day of September, 2019. 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 13th day of
September, 2019.

Donna M. Bush
Notary Public
Print Name Donna M. Bush
My Commission Expires 01/20/2024
Commission No. 677213





[SIGNATURES CONTINUE ON FOLLOWING PAGES]

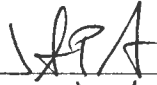
Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

WITNESSES:

K. HOVNANIAN WINDING BAY
PRESERVE, LLC, a Florida
limited liability company


Print Name PETE SMALL


Print Name Nicole Burns

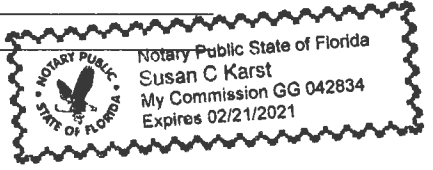
By: 
Print Name: Justin Allen
Its: Vice president
Date: 9/13/19

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Justin Allen as V.P. of K. Hovnanian Winding Bay Preserve, 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 13 day of Sept, 2019. 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 13 day of Sept., 2019.

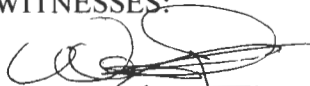
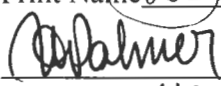

Notary Public
Print Name _____
My Commission Expires _____




[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

WITNESSES:


Print Name Wendy Anderson

Print Name Ursula Palmer


SPRING GROVE PROPERTIES, LLC, a
Florida limited liability company

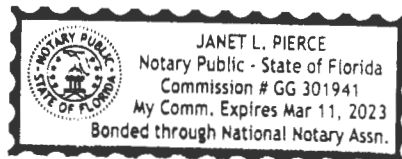
By: 
Print Name: Robert C Hewitt
Its: Managing Member
Date: 9/12/19

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Robert C Hewitt, as
Manager 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 12 day of September, 2019. 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 12 day of
September, 2019.


Notary Public
Print Name Janet L Pierce
My Commission Expires Mar. 11, 2023



Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

EXHIBIT "A"

**JOINDER AND CONSENT TO THE
AMENDED AND RESTATED VILLAGE H COOPERATION AGREEMENT**

On August 28, 2019, All Sant Holdings, LLC ("All Sant") purchased Parcel 43b from Avalon Properties, Ltd. Parcel 43b is a portion of the Avalon Property described in the Village H Horizon West Road Network Agreement (C.R. 545) (the "Road Network Agreement"), recorded February 20, 2013 in Official Records Book 10525, Page 6172, of the Public Records of Orange County, Florida, as amended (the "Road Network Agreement"). Parcel 43b is more particularly described in the Attachment to this Joinder and Consent. All Sant hereby joins in, consents, and agrees to be bound as an Owner to the terms and conditions of the Road Network Agreement, including this Fourth Amendment to Village H Horizon West Road Network Agreement, to which this Joinder and Consent is attached as Exhibit "A." Any Notice sent to the Owners should also be sent to:

All Sant Holdings, LLC
Attention: Anil Sant
1330 Winter Garden Vineland Road
Winter Garden, FL 34787

With a copy to:

Ted B. Edwards, Esq.
Law Office of Ted Be Edwards, P.A.
400 N. New York Avenue, Suite 108
Winter Park, FL 32789

Signed, sealed and delivered in the presence
of:

Cristoi Nieto
Witness

Cristoi Nieto
Printed Name

Shirah Thurman
Witness

Shirah Thurman
Printed Name

All Sant Holdings, LLC, a Florida limited
liability company.

By: Anil Sant

Name: Anil Sant

Title: Manager

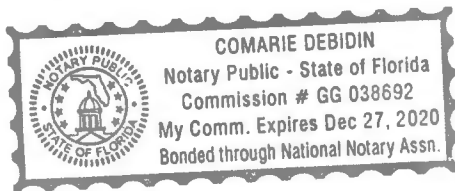
[Notarial Acknowledgment Appears on Following Page]

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of 09,
2019, by Anil Sant as Manager of All Sant Holdings, LLC, a Florida limited liability company, on
behalf of the corporation. He is personally known to me or has produced
known as identification.

(NOTARY SEAL)



A handwritten signature in cursive script, appearing to read 'Comarie Debidin', written over a horizontal line.

Notary Public Signature

Comarie Debidin
(Name typed, printed or stamped)

Fourth Amendment to
Village H Horizon West Road Network Agreement (C.R. 545)
D.R. Horton, Inc., et al. (2019)

ATTACHMENT

Parcel 43b Legal Description

A PORTION OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°39'40" WEST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, FOR A DISTANCE OF 1203.62 FEET; THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°20'20" EAST FOR A DISTANCE OF 811.21 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A POINT ON A CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 380.00 FEET, A CHORD BEARING OF NORTH 16°42'39" EAST AND A CHORD DISTANCE OF 65.93 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°57'12" FOR AN ARC DISTANCE OF 66.01 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 11°44'03" EAST FOR A DISTANCE OF 74.93 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 750.00 FEET, A CHORD BEARING OF NORTH 18°30'46" EAST AND A CHORD DISTANCE OF 177.05 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'25" FOR AN ARC DISTANCE OF 177.46 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 25°17'28" EAST FOR A DISTANCE OF 38.85 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF NORTH 68°38'38" EAST FOR A CHORD DISTANCE OF 34.32 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°42'19" FOR AN ARC DISTANCE OF 37.83 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 845.00 FEET, A CHORD BEARING OF SOUTH 73°47'50" EAST AND A CHORD DISTANCE OF 170.60 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°35'15" FOR AN ARC DISTANCE OF 170.89 FEET; THENCE DEPARTING SAID CURVE, RUN SOUTH 02°04'09" WEST FOR A DISTANCE OF 356.99 FEET; THENCE RUN SOUTH 48°33'29" WEST FOR A DISTANCE OF 15.38 FEET; THENCE RUN SOUTH 87°13'29" WEST FOR A DISTANCE OF 36.29 FEET; THENCE RUN SOUTH 53°38'13" WEST FOR A DISTANCE OF 35.06 FEET; THENCE RUN NORTH 68°18'45" WEST FOR A DISTANCE OF 230.19 FEET TO THE POINT OF BEGINNING.