

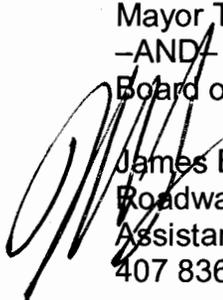


Interoffice Memorandum

AGENDA ITEM

November 6, 2017

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

FROM:  James E. Harrison, Esq., P.E., Chairman  
Roadway Agreement Committee  
Assistant County Administrator's Office  
407 836.5610

SUBJECT: November 28, 2017 – Consent Item  
Third Amendment to Village H Horizon West Road Network  
Agreement (C.R. 545)

The Roadway Agreement Committee has reviewed the Third Amendment to Village H Horizon West Road Network Agreement (C.R. 545) ("Second Amendment") 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 of County Commissioners on February 20, 2013 and recorded at OR Book/Page 10525/6172. A First Amendment was approved by the Board of County Commissioners on December 16, 2014 and recorded at OR Book/Page 10851/0626. A Second Amendment was approved by the Board of County Commissioners on January 27, 2015 and recorded at OR Book/Page 10870/7689.

The Village H Horizon West Road Network Agreement was originally established to link development activity within Village H with the completion of improvements to C.R. 545. The Third Amendment is now necessary because of delays in securing right-of-way for improvements to C.R. 545, and trips are not available for assignment. Under the terms of the Third Amendment, Performance Threshold 3 is amended to revise the obligations of the Participating Owners into new Thresholds 3A and 3B, allowing trips to be assigned subject to construction funding and completion of engineered plans for road segments along CR 545.

Page Two

November 28, 2017 – Consent Item

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

Other modifications are also included in the Third Amendment, including provisions for the conveyance of a deed or easement in advance of other parcels for Adequate Public Facilities lands if related to a road segment. Section 13.3 is amended to provide for 75% of Road Impact Fee Credits for funds deposited with the Escrow at each threshold, subject to a true up at the end of each threshold completion. A change to Section 15.1 addresses Transfer of Development Rights pursuant to Code Sections 30-725 through 30-729 along with reference changes needed for consistency with the change in threshold requirements.

The Roadway Agreement Committee approved the Third Amendment to Village H Road Network Agreement (C.R. 545) on October 11, 2017. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

**ACTION REQUESTED: Approval and execution of Third 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 the terms of the Agreement to adjust the Participating Owner's obligations under Performance Threshold 3 and other modifications. District 1**

JEH|HEGB:rep

Attachments

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: November 28, 2017

**Execution Version**

Tax Parcel I.D. Nos.:

05-24-27-0000-00-003  
05-24-27-0000-00-010  
07-24-27-0000-00-001  
07-24-27-0000-00-003  
08-24-27-0000-00-002  
08-24-27-0000-00-005  
08-24-27-0000-00-006  
08-24-27-0000-00-017  
08-24-27-0000-00-021  
08-24-27-0000-00-025  
17-24-27-0000-00-008  
18-24-27-0000-00-006  
18-24-27-0000-00-009  
31-23-27-0000-00-004  
31-23-27-0000-00-012  
17-24-27-0000-00-009

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

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**THIS THIRD AMENDMENT TO THE VILLAGE H HORIZON WEST ROAD NETWORK AGREEMENT (C.R. 545)** (the “**Third Amendment**”), effective as of the latest day of execution (“**Effective Date**”), by and among **D.R. HORTON, INC.** (“**DRHI**”), a Delaware corporation whose address is 6200 Lee Vista Boulevard, Suite 400, Orlando, Florida 32822; **AVALON PROPERTIES, LTD.** (“**Avalon**”), a Florida limited partnership, whose address is 1411 Edgewater Drive, Suite 101, Orlando, Florida 32804; **TITAN WESTERN BELTWAY, LLC** (“**Titan**”), a Florida limited liability company, whose address is 2281 Lee Road, Suite 204, Winter Park, Florida 32789; **HANOVER HICKORY NUT, LLC** (“**Hanover**”), a Florida limited liability company, whose address is c/o Hanover Land Company, LLC, 911 Outer Road, Orlando, Florida 32814; **ZANZIBAR PROPERTIES, LLC**, (“**Zanzibar**”), a Florida limited liability company,

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

whose address is 27 Summerlin Ave., Orlando, Florida 32801; **MATTAMY ORLANDO LLC** (“**Mattamy**”), a Delaware limited liability company, whose address is 1900 Summit Tower Boulevard, 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 the Avalon’s property; **COLUMNAR PARTNERSHIP HOLDING I, LLC** (“**Columnar**”), an Indiana limited liability company whose address is 4514 Cole Avenue, Suite 617, Dallas, TX 75205, 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 151 Southhall Lane, Suite 120, Maitland, Florida 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 1411 Edgewater Drive, Suite 101, Orlando, Florida 32804, 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.

### 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 (collectively, the “Agreement”);

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

3. Trip Allocations and Performance Thresholds. Table 1 in Section 6 of the Agreement is hereby further amended as follows to modify Performance Threshold 3 in order to create Performance Threshold 3A and Performance Threshold 3B, to revise the timing of the Participating Owners’ obligations under these Performance Thresholds, and to include the Constructing Owner where applicable:

Third Amendment to  
 Village H Horizon West Road Network Agreement (C.R. 545) (2017)

Table 1

<u>Threshold Number</u>	<u>Performance Threshold</u>	<u>Trip Allocation</u>	<u>Percentage of Threshold Trip Total</u>
1.	Participating Owners to fully fund the Preliminary Design Study.	<u>709</u>	100%
	Subtotal:	<u>709</u>	
2.	Participating Owners to fully fund final design, engineering, permitting, and any required County acquisition of right-of-way or easements for the following Road Segments:		
	• Schofield Road to Old YMCA Road;	163	23%
	• Old YMCA Road to Entrance of Parcel 6;	156	22%
	• Entrance of Parcel 6 to northern boundary line of Parcel 10;	192	27%
	• Northern boundary line of Parcel 10 to South Leg of Loop Road.	<u>198</u>	<u>28%</u>
	Subtotal:	709	100%
<u>3A.</u>	<u>Participating Owners to fully fund construction costs, and a Constructing Owner to provide fully engineered plans for any of the following Road Segments:</u>		
	• <u>Schofield Road to Old YMCA Road;</u>	<u>245</u>	<u>23%</u>
	• <u>Old YMCA Road to Entrance of Parcel 6;</u>	<u>234</u>	<u>22%</u>
	• <u>Entrance of Parcel 6 to northern boundary line of Parcel 10;</u>	<u>287</u>	<u>27%</u>
	• <u>Northern boundary line of Parcel 10 to South Leg of Loop Road.</u>	<u>298</u>	<u>28%</u>
	Subtotal:	<u>1,064</u>	<u>100%</u>
<u>3 3B.</u>	<u>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 Participating Owners to complete their right of way and easement conveyances, fully fund construction of the following Road Segments, and a Constructing Owner to enter into construction contracts, and commence the four-lane reconstruction of any of the following Road Segments:</u>		
	• Schofield Road to Old YMCA Road;	<del>718</del> <u>473</u>	23%
	• Old YMCA Road to Entrance of Parcel 6;	<del>686</del> <u>452</u>	22%
	• Entrance of Parcel 6 to northern boundary line of Parcel 10;	<del>842</del> <u>555</u>	27%
	• Northern boundary line of Parcel 10 to South Leg of Loop Road.	<del>874</del> <u>576</u>	<u>28%</u>
	Subtotal:	<del>3,120</del> <u>2,056</u>	100%

Third Amendment to  
 Village H Horizon West Road Network Agreement (C.R. 545) (2017)

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

4. Issuance of Road Segment Threshold 3A Certificates of Payment and Road Segment Threshold 3B Certificates of Payment. Subsection 8.3 of the Agreement is hereby amended as follows to conform to the provisions in Table 1 of Section 6 of the Agreement regarding Performance Threshold 3A and Performance Threshold 3B:

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

Threshold 3B requirements, as applicable, for any Road Segment. The assignment of Vested Trips shall be based on the each Participating Owner's prepayment of Impact Fees for its proposed development program and the number of cumulative Trips in the proposed development programs of all Participating Owners that have elected to participate in the particular Road Segment, as shown in the examples set forth in Subsection 8.1 above. **No Road Segment Threshold 3 3A Certificate of Payment shall be submitted to the Transportation Planning Division, and no Assignment of Vested Trips for Performance Threshold 3 3A shall be issued to a Participating Owner by the Escrow Agent until (i) the Escrow Agent has received into escrow, in cash as pre-paid Impact Fees ~~or Irrevocable Letters of Credit~~ from Participating Owners, not less than the total amount of the estimated costs to fully fund construction costs ~~complete the Threshold 3 obligations~~ for a particular Road Segment; and (ii) the Constructing Owner has provided fully engineered plans for the particular funded Road Segment. No Road Segment Threshold 3B Certificate of Payment shall be submitted to the Transportation Planning Division, and no Assignment of Vested Trips for Performance Threshold 3B shall be issued to a Participating Owner by the Escrow Agent until (i) the Signatory Owners have completed their right-of-way and easement conveyances for the particular Road Segment; (ii) the County has acquired any necessary right-of-way for the particular Road Segment from non-Village H owners; (iii) ~~the necessary right-of-way and easement conveyances from Participating Owners for the particular Road Segment have been completed;~~ (iv) a construction contract has been executed**

**for the particular Road Segment naming the County as a third party beneficiary; and (iv) construction has commenced on the particular Road Segment.** The anticipated construction cost of a Road Segment shall be based on the Engineer of Record's preliminary estimate as approved by the County, plus a 10% contingency factor.

5. Trip Reporting and Tracking Obligations. Subsection 10.5 is hereby amended as follows to restrict correct a typographical error and to provide additional requirements to assist the Village H Escrow Agent in tracking the use of Vested Trips.

10.5 Trip Reporting and Tracking Obligations. Each Participating Owner shall notify the Escrow Agent of the development program and number of Vested Trips included in each PSP/DP ~~PSP/PD~~ approved by the County within 10 business days following the County's approval of the PSP/DP, or any subsequent modification thereof. The Escrow Agent shall be responsible for keeping track of the Participating Owners' consumption of Vested Trips based on County approval of each PSP/DP and the information obtained from the Participating Owners or their consultants. As such, the Escrow Agent is authorized to contact, as necessary, each Participating Owner and/or the County Transportation Planning Division to verify the number of Vested Trips allocated to each approved PSP/DP. Any Participating Owner that is contacted by the Escrow Agent for the purpose of verifying the number of Vested Trips allocated to an approved PSP/DP, shall provide a written response within 5 business days following receipt of the request. Nothing in this Section 10.5 as amended is intended to place any burden on the County for enforcement of the Participating Owners' reporting obligations.

6. Conveyance by Plat. Subsections 12.1 and 12.3 are hereby amended as follows to acknowledge that some APF Land has been previously conveyed to the County by plat.

12.1 Conveyed Lands. Each Signatory Owner that is required to convey APF Land for a Road Segment shall receive from the Escrow Agent the legal description or descriptions prepared by the Engineer of Record that specify the APF Land to be conveyed as C.R. 545 right-of-way, as well as legal description for any required stormwater management areas to be encumbered by a drainage easement, utility easement, sidewalk easement, temporary construction easement, or slope easement. Unless a Signatory Owner has previously conveyed to the County by a deed or a recorded plat all or some of the APF Land it is required to convey for a Road Segment or related easements, then within ~~Within~~ 30 days following receipt from the Escrow Agent of the legal descriptions, each Signatory Owner, as applicable, shall deliver to the Escrow Agent a signed Special Warranty Deed substantially similar to the form attached hereto as Exhibit "O" sufficient to convey to the County marketable fee title to the right-of-way for the applicable Road Segment (the "**Conveyed Lands**"). Within the same 30 day time period, the Signatory Owner shall execute and deliver to the Escrow Agent any required easements. The easements shall substantially conform to the applicable sample easement documents attached hereto as Exhibits "P" through "T," respectively, which forms are acceptable to the County. The Escrow Agent shall hold the Deeds and Easements in escrow until all of the other requirements in this Section 12 for a Road Segment have been complied with and then shall deliver a complete package of various conveyance and easement documents to the County; provided, however,

that a Signatory Owner may deliver a Deed or Easement for a portion of a Road Segment sooner than stated in this sentence if the conveyance is needed to avoid delay in platting of the parcel in which the particular right-of-way or easement is located.

12.3 Procedure. Unless the required right-of-way or easements have been previously conveyed to the County by plat or deed, then the The Escrow Agent shall receive from each Signatory Owner with an obligation to convey right-of-way or easements for a Road Segment all documents required for delivery to the County related to the Conveyed Lands so that they can be collectively delivered to the County. Unless they have been previously conveyed to the County by a recorded plat or deed, the The Conveyed Lands shall be conveyed by Special Warranty Deed to the County, free and clear of all liens and encumbrances, except for easements and matters of record acceptable to the County. The County and the applicable Signatory Owner that has the obligation to convey the Conveyed Lands shall jointly determine which pre-existing easements, if any, need to be subordinated to the County and the terms of such subordination. The applicable Signatory Owner shall pay all costs associated with the conveyance of its portion of the Conveyed Lands, including recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with conveyance of the Conveyed Lands shall be pro-rated as of the date of transfer of title, and said pro-rated amount shall be paid by the Signatory Owner to the Orange County Tax Collector, 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 Signatory Owner for the year of conveyance.

7. Administration and Timing of Road Credits. Subsection 13.3 of the Agreement is hereby amended as follows to revise the times at which Road Credits shall be awarded by the County.

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.

(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 30 days thereafter.

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

(ii) Road Credits for the conveyance of right-of-way and easements for a Road Segment shall be awarded within 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 at the rate of \$22,500 per acre.

(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 ~~following the approval of each Road Segment as an E Project. The Escrow Agent shall certify to the County the final design, engineering, and permitting expenses, and the County shall award the applicable Road Credits within 30 days thereafter~~ within 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) ~~Following issuance of a Certificate of Completion for each Road Segment, Road Credits for seventy-five percent (75%) of the estimated costs for construction of any Road Segment shall be awarded within 30 days following receipt of the Escrow Agent's documentation of the work completed and certification of costs incurred by the Participating Owners~~ certification that: (i) the Escrow Agent has obtained a fully executed construction contract for a Road Segment; (ii) Participating Owners have deposited and the Escrow Agent is holding

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

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) 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 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.

8. Release of Escrowed Funds for Drainage Fee. Subsection 14.1 of the Agreement is hereby amended as follows to allow the County Comptroller to release funds held in escrow so the County can pay the required drainage fee to Reedy Creek Improvement District ("RCID") for the C.R. 545 Improvements.

14.1 Funding Requirements. Right-of-way for any Road Segment that is not located within Village H shall be acquired by the County. However, no acquisition process shall be

commenced until the Escrow Agent, on behalf of the Participating Owners, has submitted to the Transportation Planning Division for delivery to the County Comptroller, the County's projected cost of the acquisition (including but not limited to severance damages, if any, projected attorneys' fees, expert witness fees, and costs), plus a 20% contingency factor. The County Comptroller shall hold the funds received from the Escrow Agent in an identified project account and disburse them to the County as needed during the course of the acquisition process. The County Comptroller is hereby authorized to release to the County funds in the amount of \$97,955.00 to pay the drainage fee that is due to Reedy Creek Improvement District for the C.R. 545 Improvements. If additional funds are needed for the acquisition of right-of-way from persons whose land is not located within Village H, then upon fifteen (15) days prior written notice, the Escrow Agent shall obtain the additional funds from the Participating Owners and submit them as provided in this Section 14.1 to for use by the County in the acquisition process. If additional funds are not provided within this time frame, the County may, in its sole discretion, halt the acquisition process.

9. Increase in Trips Through the Transfer of Development Rights Process. Subsection 15.1 of the Agreement is hereby amended to address increases in Trips as a result of a Transfer of Development Rights.

15.1 Satisfaction of Transportation Concurrency; 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 Trips (the "**Vested Trips**"), for so long as a transportation concurrency concept is applicable to Horizon West. A Confirmation of Trip Allocation Letter

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

(“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 Thresholds 2, 3 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.

10. Other Revisions. The following sections and subsections of the Agreement are hereby amended as follows to conform to the provisions in Table 1 of Section 6 of the Agreement, as amended herein, regarding Performance Threshold 3A and Performance Threshold 3B.

a. References to “Performance Thresholds 2, 3 and 4” and/or “Performance Thresholds 2, 3 or 4” in Section 6 and in Subsection 3.3, 3.6, 3.7, 3.33, 6.1 and 7.3 are hereby amended to “Performance Thresholds 2, 3A, 3B or 4.”

b. The reference to “Performance Threshold 2 or 3” in Subsection 3.8 is hereby amended to “Performance Threshold 2, 3A or 3B.”

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

c. The references to “Performance Threshold 3” in the last sentence of Subsection 11.2 and in Exhibit N-2 are hereby amended to “Performance Threshold 3A.”

d. The references to “Performance Threshold 3” in Exhibits I-3 and J are hereby amended to “Performance Threshold 3A or 3B, as applicable.”

11. Notices. Any notice delivered with respect to this Third 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

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

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

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

As to TWB: Titan Western Beltway, LLC  
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 Hanover Land Company, LLC  
Attention: T. Benjamin Snyder and  
William S. Orosz, Jr.  
911 Outer Road  
Orlando, Florida 32801  
Facsimile: (407) 206-9333

With a copy to: Andrew J. Orosz, Esq.  
Gray-Robinson, P.A.  
301 E. Pine Street, Suite 1400  
Orlando, Florida 32801  
Facsimile: (407) 244-5690

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

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

As to Mattamy: Mattamy Orlando LLC  
Attention: Alex Martin, Division President  
1900 Summit Tower Boulevard, Suite 500  
Orlando, FL 32810  
Facsimile: (407) 599-9998

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

With a copy to: Mattamy Orlando LLC  
Attention: Drew Abel, Director of Land Development  
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 1000  
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

With a copy to: Thomas Sullivan, Esq.  
Gray-Robinson, P.A.  
301 E. Pine Street, Suite 1400  
Orlando, Florida 32801  
Facsimile: (407) 244-5690

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

As to Columnar: Columnar Partnership Holding I, LLC  
Attention: Dan Traylor  
4514 Cole Avenue, Suite 617  
Dallas, TX 75205  
Facsimile: (239) 225-2214

With a copy to: Akerman Senterfitt  
Attention: James H. McNeil, Jr., Esq.  
420 South Orange Avenue  
Citrus Center, 12<sup>th</sup> Floor  
Orlando, FL 32801  
Facsimile: (407) 849-7256

As to K. Hov.: K. Hovnanian Winding Bay Preserve, LLC  
Attention: Kyle Upper  
K. Hovnanian Homes  
151 Southhall Lane, Suite 120  
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: Ty Harris, Esq.  
K. Hovnanian Homes  
3601 Quantum Boulevard  
Boynton Beach, FL 33426  
Facsimile: (561) 752-8206

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

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

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

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

12.    Covenants Running with the Land. This Third Amendment shall run with the Properties and shall be binding upon and shall inure to the benefit and detriment of the heirs, legal representatives, successors, and assigns of Signatory Owners, the Participating Owners and any person, firm, corporation, or other entity that may become the successor in interest to any portion of the Properties.

13.    Recordation. An executed original of this Third Amendment shall be recorded, at the Owners' expense, in the Public Records of Orange County, Florida within 30 days of the Effective Date.

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

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

16.    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

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

effectuate the obligations of the parties hereunder and the consummation of the transactions contemplated hereby.

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

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

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

20. Counterparts. This Third 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]

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

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



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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

Date: 11.28.17

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

By: *Katie Smith*  
Deputy Clerk

Print Name: **Katie Smith**

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

WITNESSES:

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

[Signature]  
Print Name GREGG INDIKMAN

[Signature]  
Print Name John Valautasis

By: [Signature]  
Print Name: CHRIS WRENN  
Its: ASSISTANT SECRETARY  
Date: 10/20/17

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Chris Wrenn as Asst. 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 20 day of October, 2017. 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 20 day of October, 2017.

[Signature]  
Notary Public  
Print Name CAROL DENISE MARKS  
My Commission Expires JUNE 4, 2021



[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

Signed, sealed and delivered in the  
presence of two (2) witnesses:

**AVALON PROPERTIES, LTD.**, a Florida  
limited partnership

[Signature]

Witness (1)  
Print Name: DAVID GRACE

[Signature]

Witness (2)  
Print Name: Melanie Girard

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

By: [Signature]

Print Name: Charles Clayton

Its: member

Date: November 2, 2017

BY: Hewitt Residential, LLC

By: [Signature]

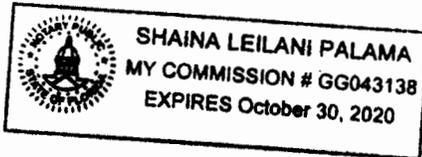
Its: Managing Member

Date: 11/2/17

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledge before me this 2 day of November,  
2017, by Charles Clayton, as member 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  is personally known to me or  has produced  
as identification, and they did / did not take an oath.

(NOTARY SEAL)



[Signature]  
Notary Public, State of Florida

Print Name: Shaina Leilani Palama

My Commission Expires: October 30, 2020

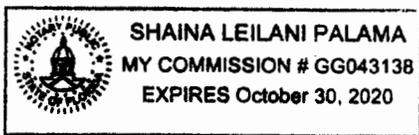
[AVALON NOTARY FORMS CONTINUE ON FOLLOWING PAGE]

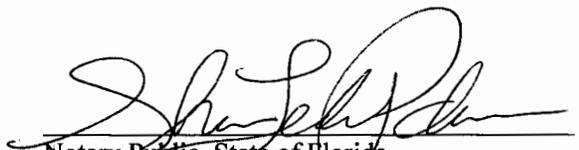
Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledge before me this 2 day of November, 2017, by Robert C. Hewitt, as Managing Member 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  is personally known to me or  has produced \_\_\_\_\_ as identification, and they did / did not take an oath.

(NOTARY SEAL)



  
Notary Public, State of Florida  
Print \_\_\_\_\_ Name: Shaina Leilani Palama  
My \_\_\_\_\_ Commission Expires: October 30 2020

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

WITNESSES:

TITAN WESTERN BELTWAY, LLC, a  
Florida limited liability company

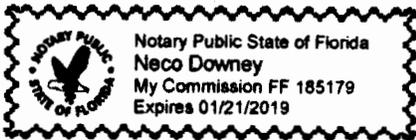
Neco Downey  
Print Name Neco Downey  
[Signature]  
Print Name Patricia Loy

By: [Signature]  
Print Name: DELL AVERY  
Its: Managing Partner  
Date: 10/30/17

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Dell Avery as Managing Partner 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 30 day of October, 2017. He she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 30 day of October, 2017.



Neco Downey  
Notary Public  
Print Name Neco Downey  
My Commission Expires 01/21/2019

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

WITNESSES:

HANOVER HICKORY NUT, LLC, a Florida  
limited liability company

[Signature]  
Print Name Ben Sudds  
[Signature]  
Print Name Chris Tyree

By: [Signature]  
Print Name: Andrew Orosz  
Its: Vice President  
Date: October 23, 2017

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Andrew Orosz as Vice President of Hanover Hickory Nut, LLC, a Florida limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing this the 23 day of October, 2017. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 23 day of October, 2017.



[Signature]  
Notary Public  
Print Name Sarah Perfito  
My Commission Expires 12/11/20

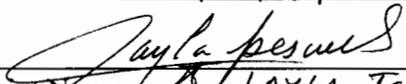
[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

WITNESSES:

ZANZIBAR PROPERTIES, LLC, a Florida  
limited liability company

  
\_\_\_\_\_  
Print Name Amal Farah

  
\_\_\_\_\_  
Print Name LAYLA TSESMELIS

By:   
\_\_\_\_\_  
Print Name: SADIQUE JAFFER  
Its: MANAGING MEMBER

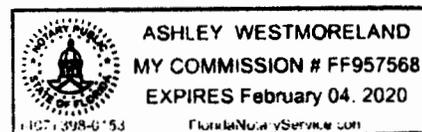
Date: 10/31/17

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 31<sup>st</sup> day of October, 2017. 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 31<sup>st</sup> day of October, 2017.

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



[SIGNATURES CONTINUE ON FOLLOWING PAGES]

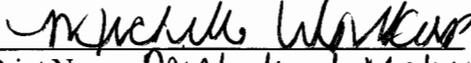
Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

WITNESSES:

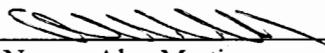
  
Print Name Elizabeth DeBoso

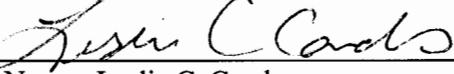
  
Print Name BENNETT S. RUEDAS

  
Print Name Carmen Estrella

  
Print Name Michelle Wynkar

MATTAMY ORLANDO LLC, a Delaware limited liability company

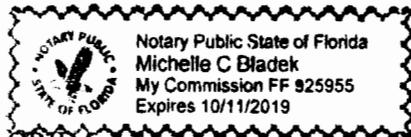
By:   
Print Name: Alex Martin  
Its: Vice President  
Date: 10/20/17

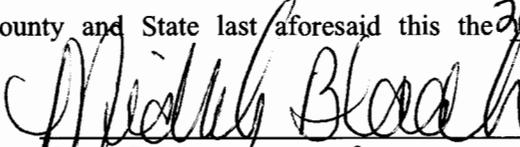
By:   
Print Name: Leslie C. Candes  
Its: Vice President  
Date: 10/20/17

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Alex Martin as Vice President of Mattamy Orlando LLC, a Delaware limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing this the 20 day of October, 2017. 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 20 day of October, 2017.

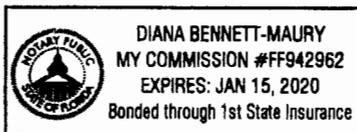


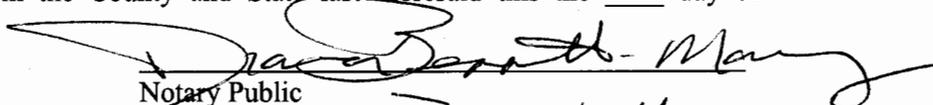
  
Notary Public  
Print Name Michelle Bladk  
My Commission Expires 10/11/2019

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Leslie C. Candes as Vice President of Mattamy Orlando LLC, a Delaware limited liability company, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing this the 20 day of October, 2017. 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 20 day of October, 2017.



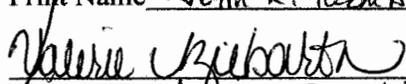
  
Notary Public  
Print Name Diana Bennett-Maury  
My Commission Expires 1/15/20

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

WITNESSES:

SEIDEL WEST I, LLC, a Florida limited liability company

  
Print Name John L. Thomas II  
  
Print Name Valerie T. Zebarth

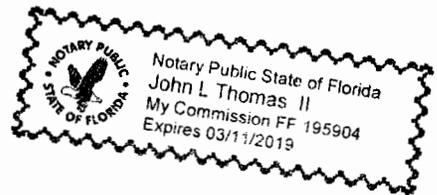
✓  
By:   
Print Name: Cole W. CLAYTON  
Its: Manager  
Date: 10/25/2017

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Cole Clayton as Manager 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 25 day of October, 2017. 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 25 day of October, 2017.

  
Notary Public  
Print Name \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

[Signature]  
Print Name Kelly Beckner  
[Signature]  
Print Name Brian Cipollone

By: [Signature]  
Print Name: Brock Nicholas  
Its: Vice President  
Date: 10/26/2017

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Brock Nicholas as Vice President 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 26 day of October, 2017. 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 26 day of October, 2017.

[Signature]  
Notary Public  
Print Name Nicole M Holden  
My Commission Expires 8/12/19

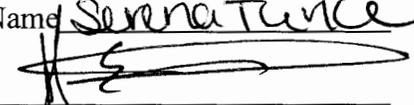


[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

WITNESSES:

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

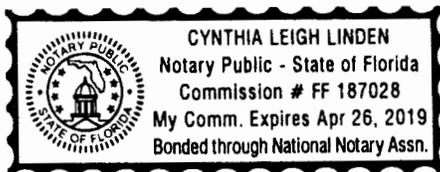
  
Print Name: SERENA TANCE  
  
Print Name: DAWN E. KASSIK

By:   
Print Name: Justin Allen  
Its: Vice President  
Date: 10/25/17

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Justin Allen as Vice President of K. Hovnianian 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 25 day of October, 2017. 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 25 day of October, 2017.



  
Notary Public  
Print Name Cynthia Leigh Linden  
My Commission Expires April 26, 2019

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

WITNESSES:

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

[Signature]  
Print Name Andrea Cusick

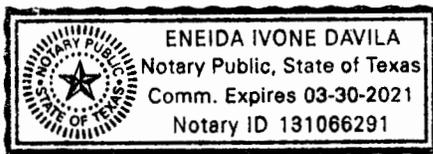
[Signature]  
Print Name John Wiggins

By: [Signature]  
Print Name: PRESIDENT, DANIEL A. TAYLOR  
Its: \_\_\_\_\_  
Date: 10.23.17

~~TEXAS~~  
~~STATE OF FLORIDA~~  
~~COUNTY OF ORANGE~~  
DALLAS

The foregoing instrument was acknowledged before me by David A. Taylor 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 23 day of OCTOBER, 2017. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 23<sup>rd</sup> day of October, 2017.



[Signature]  
Notary Public  
Print Name Eneida Ivone Davila  
My Commission Expires 03-30-2021

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Third Amendment to  
Village H Horizon West Road Network Agreement (C.R. 545) (2017)

WITNESSES:

SPRING GROVE PROPERTIES, LLC, a  
Florida limited liability company

KS  
Print Name Kathryn  
Melodee Camenzano  
Print Name MELODEE CAMENZANO

By: [Signature]  
Print Name: Robert C Hewitt

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 2<sup>nd</sup> day of November, 2017. ~~They are personally known to me or have produced a~~  
driver's licence as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the 2<sup>nd</sup> day of  
November, 2017.

KS  
Notary Public  
Print Name Kathryn Smith  
My Commission Expires \_\_\_\_\_

