





Interoffice Memorandum

AGENDA ITEM

DATE: February 11, 2020

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

FROM: Jon V. Weiss, P.E., Director
Planning, Environmental and Development
Services Department 

CONTACT PERSON: Eric Raasch, DRC Chairman
Development Review Committee 
Planning Division
(407) 836-5523

SUBJECT: March 10, 2020 — Consent Item
Adequate Public Facilities Agreement for Horizon West
Village I – Cross PD
Case # APF-19-10-345
(Related to Case # LUP-18-12-410)

The proposed Horizon West Village I – Cross Planned Development (PD) contains 186.9 gross acres (66.9 net developable acres) and is generally located north of Flemings Road, south of Water Spring Boulevard, east of the Lake County Line, and west of County Road 545 (Avalon Road). The subject property is located within the Village I Special Planning Area of Horizon West and is proposed as Garden Home Mixed Use District and Village Home District on the Village I Special Planning Area Land Use Map. Through rezoning application # LUP-18-12-410, the Horizon West – Village I – Cross PD proposes a development program of 385 attached and detached single-family dwelling units.

Pursuant to Orange County Code Section 30-714, each property owner in a Horizon West PD is required to convey their proportionate share of Adequate Public Facilities (APF) lands, which are based on the ratio of required APF acres to net developable acres within the Special Planning Area. For the Village I Special Planning Area, the adopted ratio of APF acres to net developable acres is 1.0 to 7.25. In the event that APF land requirements cannot be met within a particular PD, an owner may pay a fee to the County equal to the value of the ratio of required APF lands and based upon the average fair market value of land, as established by an independent appraiser. Alternately, they may receive a transfer of surplus APF credits from another property owner in the same Village.

Page Two

March 10, 2020 — Consent Item

Adequate Public Facilities Agreement for Horizon West Village I – Cross PD (Case # APF-19-10-345)
(Related to Case # LUP-18-12-410)

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code (“APF/TDR Ordinance”), the Cross PD is subject to an APF Agreement that recognizes that the project is responsible for a minimum of 9.23 acres of APF lands. The total APF lands within the PD to be conveyed are 7.98 acres, creating an APF deficit of 1.25 acres.

A transfer of surplus APF credits from the Withers PD (CDR-19-10-331) as indicated on the Horizon West Village I – Cross PD and the Horizon West Village I - Withers PD Land Use Plans will satisfy this APF requirement and APF deficit.

The Adequate Public Facilities Agreement for Horizon West Village I – Cross PD received a recommendation of approval from the Development Review Committee on January 22, 2020, and has been placed on the March 10, 2020, consent agenda to be pulled for consideration with the associated PD Land Use Plan. Upon approval by the Board, the Agreement will be recorded in the Public Records of Orange County.

ACTION REQUESTED: Approval and execution of Adequate Public Facilities Agreement for Horizon West Village I – Cross PD by and between Spring Grove, LLC and Orange County. District 1

JVW/EPR/nt
Attachments

BCC Mtg. Date: March 10, 2020

This instrument prepared by and after
recording return to:

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

Property Appraiser Parcel I.D. No(s): 18-24-27-0000-00-003, 18-24-27-0000-00-004, 19-24-27-0000-00-001, 19-24-27-0000-00-017, 19-24-27-0000-00-018, 19-24-27-0000-00-019

**ADEQUATE PUBLIC FACILITIES AGREEMENT
FOR HORIZON WEST VILLAGE I – CROSS PD**

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR HORIZON WEST VILLAGE I – CROSS PD (the “**Agreement**”), effective as of the latest date of execution (the “**Effective Date**”), is made and entered into by and between **Spring Grove, LLC**, a Delaware limited liability company, whose mailing address is 5956 Sherry Lane, Suite 1000, Dallas, Texas 75225 (the “**Owner**”) and Orange County, a charter county and political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (“**County**”).

RECITALS:

A. Owner is the fee simple owner of certain real property located in Orange County, Florida, as generally depicted in **Exhibit “A”** and as more particularly described in **Exhibit “B,”** both of which exhibits are attached hereto and made a part hereof by this reference (The “**PD Property**”).

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

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

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

40 E. The Village I SAP contemplates certain residential and public facility uses within
the PD Property.

42 F. Owner desires to develop the PD Property in accordance with the Cross PD Land
Use Plan, submitted by Owner to County, and with the PD zoning application on file with County
44 (the “**Project**”).

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

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

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

58

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

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

66 L. The PD Property contains approximately 66.90 acres of **net** developable land, and
both the Village I SAP and Section 30-714 of the APF/TDR Ordinance require 1 acre of public
68 facilities acreage for every 7.25 acres of net developable land (the “**APF Ratio**”).

M. When applied to the PD Property, the APF Ratio equals approximately 9.23 acres
70 of public facilities lands.

72 N. As shown on the Cross PD Land Use Plan, and as described in this Agreement,
Owner is providing 7.98 acre(s) of adequate public facilities land (the “**APF Lands**”) to County,
74 thereby creating an APF deficit of 1.25 acres.

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

80 **AGREEMENT**

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

84 2. Conveyance of APF Lands by Owner. Owner shall convey APF Lands as follows:

86 a) Right(s)-of-way for the following transportation improvements /roads
(depicted as APF Road ROW on the Cross PD Land Use Plan):

88 Internal APF ROW Approximately 1.89 acres

90 APF ROW Lake Star Rd. Realignment Approximately 4.90 acres

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

96 b) APF Stormwater

98 Stormwater Treatment and Attenuation Approximately 1.19 acres

100 The APF Lands identified in clauses (a) through (b) above are referred to herein as the
"Road Right-of-Way," and "Stormwater Site," respectively, and are sometimes referred to herein
102 individually as an "APF Parcel." The Owner of an APF Parcel immediately prior to its
conveyance to the County as described herein may be hereafter referred to as a "Conveying
104 Owner."

106 3. APF Deficit. The Cross PD APF Ratio requires that Owner convey to County
approximately **9.23** acres of APF land. This Agreement provides for conveyance of approximately
108 **7.98** acres of APF land, thereby creating a **1.25**-acre APF deficit.

110 4. APF Acreage Credits. Columnar Partnership Holding I, LLC and Withers, LLC
(the "**APF Credit Holders**"), owners of land within Village I, have obtained or will obtain
approximately **34.30** surplus APF acreage credits within Village I. Spring Grove and the APF
112 Credit Holders have asked County to apply a portion of these credits toward the APF deficit for
the Cross PD. The County hereby approves the transfer of 1.25 APF acreage credits to the PD
114 Property, which satisfies the APF deficit for the Cross PD. The APF Credit Holders have executed

116 joinders attached to this Agreement acknowledging the foregoing transfer of APF acreage credits
to the PD Property.

118 5. Conveyance Procedure.

120 a) APF Lands. The conveyance of the APF Lands shall be by plat dedication
or general warranty deed, free and clear of all liens and encumbrances, except for easements of
122 record acceptable to County, if any. If by plat dedication, the rest of this paragraph and the
following paragraphs b), c), and d) shall not apply. The Conveying Owner shall pay all costs
124 associated with the conveyance of the APF Lands owned by such Conveying Owner, including all
recording fees and documentary stamps related to such conveyance. Ad valorem taxes in
126 connection with the conveyance of the APF Lands shall be prorated as of the date of transfer of
title and said prorated amount shall be paid by the Conveying Owner to Orange County, in
128 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
130 paid in full by the Conveying Owner for the year of conveyance.

132 b) Title Policy. No less than ninety (90) days prior to conveyance, the
Conveying Owner of such APF Lands shall deliver to County, at such Owner's sole cost and
134 expense, an updated commitment to issue an Owner's Policy of Title Insurance naming County as
the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title
136 Policy") shall be delivered to County within thirty (30) days after the conveyance of the APF
Lands.

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

154

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

158

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

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

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

180 Owner acknowledges and agrees that any development in connection with the PD Property
shall not proceed with obtaining building permits beyond five percent (5%) of the entitlements
182 shown on an approved development plan for such Owner’s property prior to conveyance of the
APF Lands owned by such Owner or payment of any required APF Fee in lieu of conveyance.
184 Without limiting the foregoing, the parties agree that such threshold will be reached no later than
upon issuance of a building permit for the 19th residential unit (attached or detached) located
186 within such Owner's property. Until such time as the conveyance process begins, Owner may
continue to use the APF Land in a manner consistent with County's intended use.

188

190 With respect to an APF Parcel, the owner of such APF Parcel shall continue to be
responsible for any and all risk of injury and property damage attributable to the acts or omissions
of its officers and employees and agrees to defend, indemnify, and hold harmless County and its
192 officers, employees, and agents from and against all claims, actions, losses, judgments, fines,
liabilities, costs, and expenses in connection therewith. More specifically, to the extent permitted
194 by law, such Owner shall indemnify and hold harmless County, its officers, agents, and employees

196 from and against any all claims, liability, demands, damages, surcharges, expenses, fees, fines,
198 penalties, suits, proceedings, and actions (including, without limitation, reasonable paralegal,
200 attorney, and other legal fees and expenses, whether in court, out of court, in administrative
202 proceedings, or on appeal), including damage to property or property rights that may arise and
204 which are proximately caused by the acts, errors, or omissions of such Owner, its agents, and/or
206 representatives, arising out of its activities related to such APF Parcel. In addition, without
208 limiting the foregoing, in the event that any act or omission of such Owner, its agents, and/or
210 representatives, arising from or related to this Agreement, results in any spill or release of
212 hazardous materials or other pollutants, as those terms are defined in federal and state
214 environmental laws and regulations including, without limitation, any petroleum-based
substances, then, to the extent permitted by law, such Owner shall indemnify and hold harmless
County, its officers, agents, and employees from and against any and all claims, liability,
demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions,
including, without limitation, all reasonable actual cleanup and/or remediation costs and expenses
expended by County at the direction of any federal or state agency having jurisdiction, and further
including, without limitation, reasonable paralegal, attorney, and other legal fees and expenses,
whether in court, out of court, in administrative proceedings, or on appeal. The owner of such APF
Parcel shall be responsible for the immediate notification to County of any environmental
condition, spill, or release, or any other condition or occurrence of which it becomes aware that
may result in a claim for damages, or that occurs as a result of such Owner's activities related to
such APF Parcel.

216 In the event that any of the above occurs, County may refuse to accept conveyance of the
218 APF Parcel and County may require that such Owner (i) pay an APF Fee in lieu of conveyance
and/or (ii) convey alternative adequate public facilities land(s) acceptable to County.

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

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

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

- 230 (i) action for specific performance; or
- 232 (ii) action for injunction; or
- 234 (iii) the withholding of development permits and other approvals and/or
permits in connection with the Project and/or the PD Property; or
- (iv) any combination of the foregoing.

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

240 Notwithstanding anything in this Section to the contrary, in the event there are multiple
owners in the Project, no default by an Owner whose property is benefitted by this Agreement
242 shall affect the rights of another non-defaulting owner whose property is also benefitted by this
Agreement.

244

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

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

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

258

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

12. Severability. If any provision of this Agreement, the deletion of which would not
264 adversely affect the receipt of any material benefits by any party hereunder nor substantially
increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any
266 extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the
validity or enforceability of the remainder of this Agreement.
268

13. Notices. Any notice delivered with respect to this Agreement shall be in writing
270 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,
272 postage prepaid, certified mail, return receipt requested, addressed to the person at the address set

274 forth opposite the party's name below, or to such other address or to such other person as the party
276 shall have specified by written notice to the other party delivered in accordance herewith.

276

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

282

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

288

Orange County Planning, Environmental,
and Development Services Department
290 Manager, Transportation Planning Division
Orange County Public Works Complex
292 4200 S. John Young Parkway
Orlando, Florida 32839-8070

294

Owner: Spring Grove, LLC
296 5956 Sherry Lane, Suite 1000
Dallas, Texas 75225-8021
298 Attention: Daniel Traylor

300

With copy to: James H. McNeil, Jr.
Akerman LLP
302 420 South Orange Avenue, Suite 1200
Orlando, Florida 32801-4904

304

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

312

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

314

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

322

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

326

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

330

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

334

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

338

340 21. Counterparts. This Agreement may be executed in up to two (2) counterparts, both
of which taken together shall constitute one and the same instrument and any party or signatory
hereto may execute this Agreement by signing either such counterpart.

342

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

346

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

350

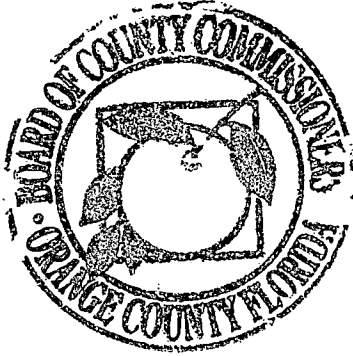
[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

352

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

358

360



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

362

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

364

366

Date: *12 March 2020*

368

370

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

372

By: *Jennifer Klimetz*
Deputy Clerk

374

Printed Name: *Jennifer Klimetz*

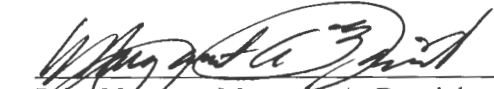
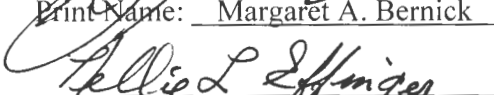
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378

SPRING GROVE, LLC, a Delaware limited liability company

WITNESSES:

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


Print Name: Margaret A. Bernick

Print Name: Nellie Lou Effinger

By: 
Name: Daniel A. Traylor
Title: Manager
Date: 02/21/2020

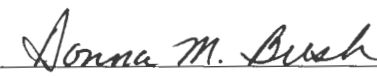
380 STATE OF INDIANA
382 COUNTY OF VANDERBURGH

382

384 The foregoing instrument was acknowledged before me by means of physical
386 presence or online notarization, this 21st day of February, 2020, by
388 Daniel A. Traylor, as Manager of CH II SPRING GROVE, LLC, a Delaware limited liability
company, the Manager of SPRING GROVE, LLC, a Delaware limited liability company, on
behalf of such company, who is personally known to me or has produced
_____ as identification.

390 WITNESS my hand and official seal in the County and State last aforesaid this 21st day
of February, 2020.

392


Notary Public

394

Print Name: Donna M. Bush

Commission No. 677213

My Commission Expires: 01/20/2024



DONNA M. BUSH
Resident of Vanderburgh County, IN
Commission Expires: January 20, 2024

JOINDER AND CONSENT BY WITHERS, LLC

402

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

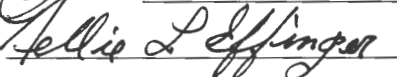
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WITNESS:

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



Print Name: Margaret A. Bernick



Print Name: Nellie Lou Effinger

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

By: 
Daniel A. Traylor, Manager

This 21st day of February, 2020.

410 STATE OF INDIANA

COUNTY OF VANDERBURGH

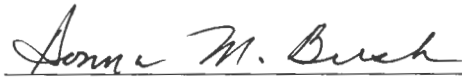
412

The foregoing instrument was acknowledged before me by means of physical presence or
414 online notarization, this _____ day of _____, 2020 by Daniel A. Traylor, as Manager of
CH II Withers, LLC, a Delaware limited liability company, the sole Manager of Withers, LLC, a Delaware
416 limited liability company registered to do business in the State of Florida as Withers Properties, LLC, on
behalf of the company, who is personally known to me or has produced
418 _____ as identification.

420 (Notary Stamp)



DONNA M. BUSH
Resident of Vanderburgh County, IN
Commission Expires: January 20, 2024



Signature of Notary Public

Print Name: Donna M. Bush

Notary Public, State of Indiana

Commission Expires: 01/20/2024

Commission No. 677213



426

428

JOINDER AND CONSENT BY COLUMNAR PARTNERSHIP HOLDING I, LLC

430


Columnar Partnership Holding I, LLC, as Indiana limited liability company, with its principal place of business at 6442 Commerce Park Drive, Suite 2, Ft. Myers, Florida 33966, hereby joins in and consents to this Agreement as co-owner of the APF Acreage Credits being transferred to the PD Property in accordance with Section 4 of this Agreement, for the sole and limited purpose of consenting to such transfer.

432

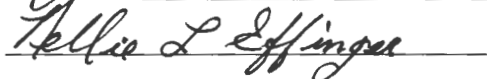
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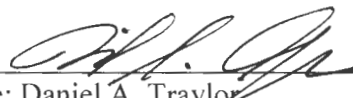
WITNESS:

Columnar Partnership Holding I, LLC an
Indiana limited liability company


Print Name: Margaret A. Bernick

By: Columnar Holdings, LLC, an Indiana
limited liability company, its sole Member


Print Name: Nellie Lou Effinger

By: 
Name: Daniel A. Traylor
Title: President
Date: 02/21/2020

436

STATE OF INDIANA

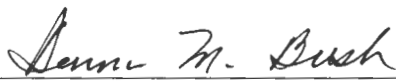
COUNTY OF VANDERBURGH

438

The foregoing instrument was acknowledged before me by means of physical presence or
440 online notarization, this 21st day of February, 2020, by Daniel A. Traylor, as
President of Columnar Holdings, LLC, an Indiana limited liability company, the sole Member of Columnar
442 Partnership Holding I, LLC, an Indiana limited liability company, on behalf of such company, who is
personally known to me or has produced _____ as identification.

444

(Notary Stamp)



446



DONNA M. BUSH
Resident of Vanderburgh County, IN
Commission Expires: January 20, 2024

Signature of Notary Public

Print Name: Donna M. Bush

448

Notary Public, State of Indiana

Commission Expires: 01/20/2024

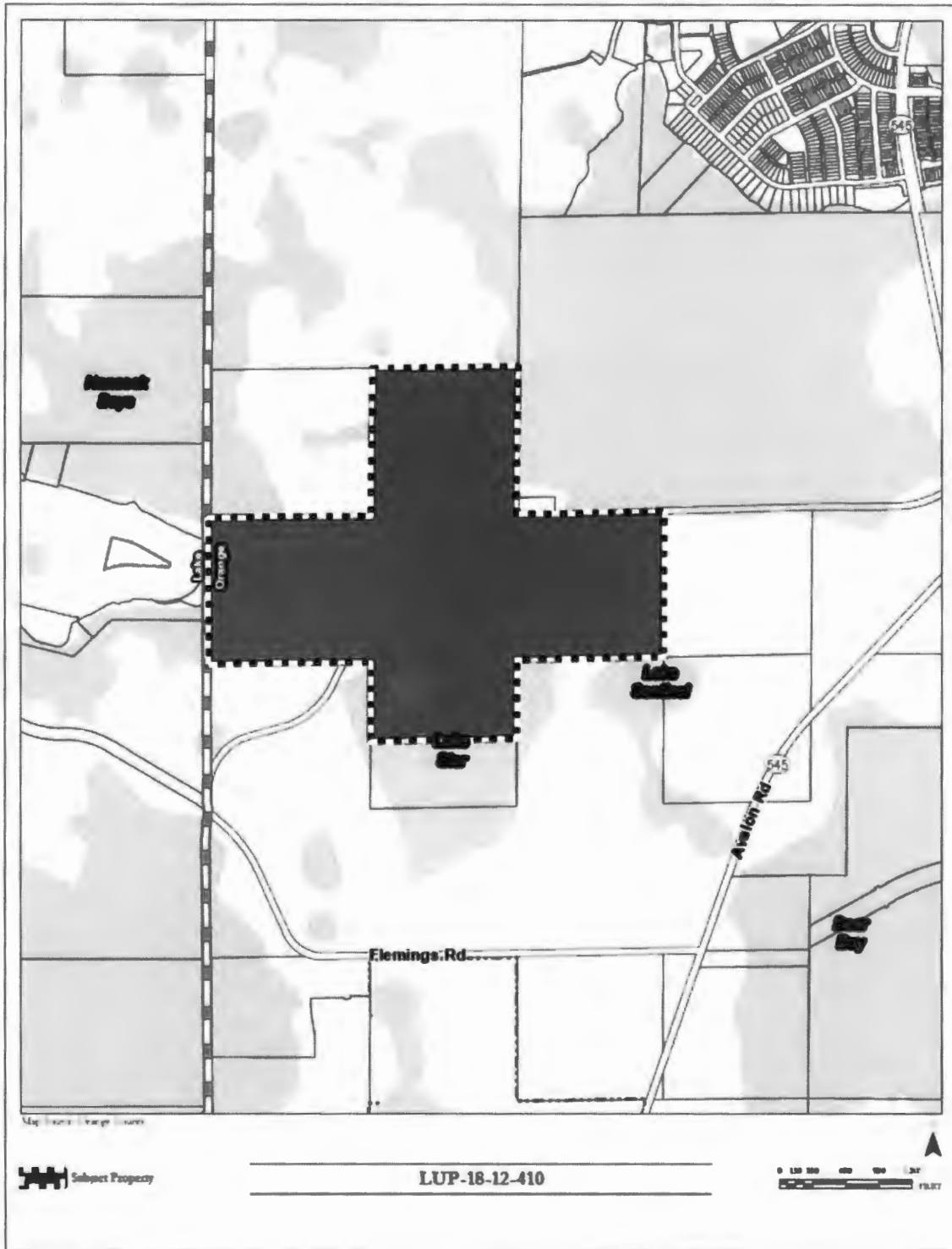
Commission No. 677213



Exhibit "A"

452

Project Area Location Map



454

456

Exhibit "B"

458

Legal Description

460 A portion of Sections 18 and 19, Township 24 South, Range 27 East, Orange County, Florida,
described as follows:

462

463 BEGIN at the northwest corner of the Northwest 1/4 of the Northwest 1/4 of said Section 19;
464 thence run N 89°29'33" E, along the north line of the Northwest 1/4 of the Northwest 1/4 of said
465 Section 19; a distance of 1,470.70 feet to a point on the west line of the Southeast 1/4 of the
466 Southwest 1/4 of said Section 18; thence run N 00°37'05" E, along said west line, a distance of
467 1,336.29 feet to a point on the north line of the Southeast 1/4 of the Southwest 1/4 of said Section
468 18; thence run N 89°16'01" E, along said north line, a distance of 1,317.82 feet to a point on the
469 east line of the Southeast 1/4 of the Southwest 1/4 of said Section 18; thence run S 00°39'48" W,
470 along said east line, a distance of 1,341.50 feet to a point on the north line of the Northwest 1/4 of
471 the Northeast 1/4 of said Section 19; thence run N 88°25'27" E, along said north line, a distance of
472 1338.26 feet to a point on the east line of the Northwest 1/4 of the Northeast 1/4 of said Section
473 19; thence run S 00°08'20" W, along said east line, a distance of 1,318.27 feet to a point on the
474 south line of the Northwest 1/4 of the Northeast 1/4 of said Section 19; thence run S 88°41'25" W,
475 along said south line, a distance of 1,332.12 feet to a point on the east line of the Southeast 1/4 of
476 the Northwest 1/4 of said Section 19; thence run S 00°07'19" E, along said east line, a distance of
477 711.84 feet to a point on the north line of the South 600.00 feet of the Southeast 1/4 of the
478 Northwest 1/4 of said Section 19; thence run S 88°57'32" W, along said north line, a distance of
479 1,324.06 feet to a point on the west line of the Southeast 1/4 of the Northwest 1/4 of said Section
480 19; thence run N 00°04'58" E, along said west line, a distance of 718.03 feet to a point on the
481 south line of the Northwest 1/4 of the Northwest 1/4 of said Section 19; thence run S 89°13'31" W,
482 along said south line, a distance of 1,469.85 feet to a point on the west line of the Northwest 1/4 of
483 the Northwest 1/4 of said Section 19; thence run N 00°02'32" E, along said west line, a distance of
484 1,324.96 feet to the POINT OF BEGINNING.

486 Containing 186.90 acres, more or less.