



## Interoffice Memorandum

December 11, 2023

TO: Mayor Jerry L. Demings  
—AND—  
County Commissioners

FROM: Andres Salcedo, Acting Director  
Planning, Environmental and Development  
Services Department *Andres*

**CONTACT PERSON: Joe Kunkel, P.E., DRC Chairman  
Development Review Committee  
Public Works Department  
(407) 836-7971**

SUBJECT: January 9, 2024 — Consent Item  
First Amendment to Village F Master PD Adequate Public Facilities  
and Impact Fee Credit Agreement (Siedel Hickory, LLC and Siedel  
Tradition, LLC)  
Case # APF-23-10-306 / District 1

The Village F Master PD was originally approved by the Board on September 18, 2009, with a development program consisting of single-family, multi-family, retail commercial uses, as well as public elementary and high school sites uses. The Village F Master PD, parcel South Neighborhood District 21 (S-21) contains 12.69 gross developable acres and is generally located south of Seidel Road and east of State Road 429.

There are currently 12 Adequate Public Facilities (APF) agreements within this PD. However, this APF agreement only covers PD parcel S-21, which currently has a 1.24-acre deficit of APF lands. Through coordination with Orange County, the applicant is proposing the First Amendment to the Horizon West Village F Master PD Adequate Public Facilities and Impact Fee Agreement for Horizon West Village S-21 (Siedel Hickory, LLC and Siedel Tradition, LLC) to request an additional option to pay \$54,342.92 per acre, for each of the 1.24 acre deficit (totaling \$67,385.22), to the County rather than purchasing credits from other Village F Participating Property Owners as stated in the previous agreement.

The First Amendment received a recommendation of approval from the Development Review Committee on December 20, 2023. Upon approval and execution by the Board, the Agreement will be recorded in the Public Records of Orange County, Florida.

**ACTION REQUESTED: Approval and execution of First Amendment to Village F Master PD Adequate Public Facilities and Impact Fee Credit Agreement (Siedel Hickory, LLC and Siedel Tradition, LLC) by and between Seidel Road, LLC and Orange County. District 1**

Attachment  
AS/rb

This instrument prepared by  
and after recording return to:

BCC Mtg. Date: January 9, 2024

Shutts & Bowen LLP  
Attn: Daniel T. O'Keefe, Esq.  
300 S. Orange Ave  
Suite 1600  
Orlando, FL 32801

2 Tax Parcel I.D. No:  
04-24-27-0000-00-015

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**FIRST AMENDMENT TO  
VILLAGE F MASTER PD ADEQUATE PUBLIC FACILITIES AND  
IMPACT FEE CREDIT AGREEMENT  
(Siedel Hickory, LLC and Siedel Tradition, LLC)**

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10 THIS FIRST AMENDMENT TO VILLAGE F MASTER PD ADEQUATE PUBLIC  
12 FACILITIES AND IMPACT FEE CREDIT AGREEMENT (this "**First Amendment**"), effective  
14 as of the latest date of execution (the "**First Amendment Effective Date**"), is made and entered  
16 into by and between SEIDEL ROAD, LLC, a Florida limited liability company, with its principal  
place of business at 3601 Rigby Road, Suite 300, Miamisburg, Ohio 45342, ("**Successor 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**").

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**RECITALS:**

20 A. Siedel Hickory, LLC, a Florida limited liability company ("**Hickory**"), Siedel  
22 Tradition, LLC, a Florida limited liability company ("**Tradition**"), and together with Hickory,  
24 "**Owner**"), and County entered into that certain "Village F Master PD Adequate Public Facilities  
and Impact Fee Credit Agreement (Siedel Hickory, LLC and Siedel Tradition, LLC)" approved by  
the Orange County Board of County Commissioners (the "**Board**") on September 15, 2009, and  
recorded on September 18, 2009, in Official Records Book 9936, Page 3544, of the Public  
Records of Orange County, Florida (the "**Original Agreement**").

28 B. As of the First Amendment Effective Date, Successor Owner is the sole owner in  
30 fee simple of the "**Property**" (as defined in the Original Agreement), and the sole holder of the  
rights, benefits, privileges, duties, obligations, and interests of Owner under the Original  
Agreement.

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34 C. The Original Agreement specified that the Property had an "**APF deficiency**" (as  
36 defined in the Original Agreement) and provided that the sole manner in which Owner could  
satisfy such APF deficiency was by purchasing "**APF Credits**" (as defined in the Original  
Agreement) from other "**Village F Participants**" (as defined in the Original Agreement).

38 D. Due to the passage of time, the current availability of APF Credits for purchase  
40 from other Village F Participants, the substantial buildout of lands within the Village F Master PD  
42 (as defined in the Original Agreement), and other changed conditions, Successor Owner has  
44 requested, and County has agreed, to amend the Original Agreement to provide an alternative  
means by which Successor Owner may satisfy the APF deficiency of the Property and to set forth  
such other amendments to the Original Agreement as are set forth herein.

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

48 **AGREEMENT**

50 1. Recitals. The above recitals are true and correct and are hereby incorporated as  
52 material provisions of this First Amendment by this reference.

54 2. Defined Terms. Defined (capitalized) terms used in this First Amendment, but  
56 which are not specifically defined in this First Amendment, shall have the meanings given to such  
terms by the Original Agreement, which Original Agreement is incorporated herein by this  
reference.

58 3. Payment of APF Fee. As an alternative to Successor Owner satisfying the APF  
60 deficiency of the Property by purchasing APF Credits from other Village F Participants as  
described in the Original Agreement (including without limitation Sections 3, 5, and 9 thereof),  
62 Owner may instead elect to satisfy the APF deficiency of the Property by paying to County an  
APF Fee of \$54,342.92 per acre, for each of the 1.24 acres of APF deficiency specified by the  
64 Original Agreement, for a total of Sixty-Seven Thousand Three Hundred Eighty-Five and 22/100  
U.S. Dollars (\$67,385.22) (the “**APF Fee**”) to account for the APF deficiency of the Property.  
66 Such option may be exercised by Successor Owner at any time after the First Amendment  
Effective Date; provided, however, that if Successor Owner desires to exercise such option, the  
68 exercise of such option and the payment of the APF Fee must both occur prior to the platting of all  
or any portion of the Property. Once paid, the APF Fee shall satisfy the APF deficiency of the  
70 Property, and shall represent Successor Owner’s full and final APF contribution for the Property,  
notwithstanding anything in the Original Agreement to the contrary.

72 4. Private Agreements. For avoidance of doubt, nothing in this First Amendment  
74 shall, nor shall be deemed or construed to, waive, alter, amend, or modify in whole or in part, in  
any way, any term or condition of any agreement, whether written or oral, whether recorded or  
76 unrecorded, to which County is not a party, but to which Successor Owner is a party and/or to

78 which Successor Owner and/or the Property are subject (collectively, “**Private Agreements**”),  
including without limitation the Cooperation Agreement (as defined in the Original Agreement).  
80 County hereby expressly disclaims any attempt to amend or waive any such Private Agreements,  
or any term or condition thereof, in whole or in part, and Successor Owner hereby expressly  
82 acknowledges and confirms that Successor Owner and the Property, as applicable, shall remain  
subject to and solely responsible for its compliance with all such Private Agreements, and all  
84 terms or conditions thereof, unamended and unaffected by this First Amendment; provided,  
however, that the references to the Private Agreements in this paragraph shall neither serve to  
86 reimpose the same (nor any term or condition thereof) nor be deemed or construed to give or grant  
to County any right to enforce such Private Agreements (or any term or condition thereof).  
88 Without limiting the generality of the foregoing, and notwithstanding County’s agreement to  
accept the APF Fee in satisfaction of the APF deficiency of the Property for purposes of  
90 compliance with the “**APF Ordinance**” (as defined in the Original Agreement), Successor Owner  
acknowledges that Successor Owner may, now or in the future, have a continuing obligation under  
one or more of the Private Agreements to purchase APF Credits from other Village F Participants.

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5. Indemnification. Successor Owner and its successors, assigns, heirs, grantees,  
94 representatives, invitees, and permittees hereby agree to release, indemnify, defend (with legal  
counsel acceptable to County), and hold County, its Board members, officers, employees,  
96 contractors, agents, and elected and appointed officials, harmless from and against any and all  
claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not  
98 limited to attorneys’ fees, paralegals’ fees, consultants’ fees, and costs at all administrative,  
pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising out of or related in  
100 any way to this First Amendment, County’s entry into this First Amendment, County’s agreement  
(by this First Amendment) to accept the APF Fee in satisfaction of the APF deficiency of the  
102 Property for purposes of compliance with the APF Ordinance, and/or any breach, default, and/or  
non-compliance by Successor Owner and/or the Property with any term or provision of any  
104 Private Agreement related in any way to the APF deficiency of the Property, APF Credits, and/or  
adequate public facilities in general.

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6. Notice Addresses for Successor Owner. The notice addresses for Owner set forth in  
108 Section 18 of the Original Agreement are stricken in their entirety and replaced with the  
following:

110  
Owner: Seidel Road, LLC  
112 Attn: Aaron Matson, Manager  
3601 Rigby Rd.  
114 Suite 300  
Miamisburg, OH 45342

116

With a copy to:        Shutts & Bowen LLP  
                                  Attn: Daniel T. O’Keefe, Esq.  
                                  300 S. Orange Ave.  
118                             Suite 1600  
120                             Orlando, FL 32801

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7.        Recording. Within thirty (30) days after the First Amendment Effective Date, this First Amendment shall be recorded in the Public Records of Orange County, Florida, at Successor Owner’s expense.

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8.        Counterparts. This First Amendment 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 First Amendment by signing either such counterpart.

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9.        Ratification. Except as set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

142 **ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

144 By: *Jerry L. Demings*  
146 for Jerry L. Demings  
148 Orange County Mayor

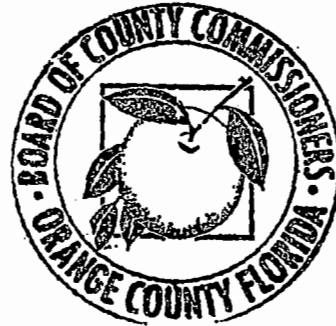
Date: January 9, 2024

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

154 By: *Jennifer Lara-Klimetz*  
156 Deputy Clerk

158 Printed Name: Jennifer Lara-Klimetz

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Signed, sealed, and delivered  
in the presence of:

**SEIDEL ROAD, LLC,**  
**a Florida limited liability company**

[Signature]  
Signature of Witness #1

By: [Signature]

Melissa D. Egbert  
Printed Name of Witness #1

Printed Name: **Aaron Matson**

Title: **Manager**

3601 Rigby Road (Suite 310)  
Miamisburg OH 45342  
Printed Address of Witness #1

Date: 12/21/23

[Signature]  
Signature of Witness #2

David W. Reed  
Printed Name of Witness #2

3601 Rigby Rd, Suite 310  
Miamisburg, OH 45342  
Printed Address of Witness #2

146 STATE OF Ohio  
148 COUNTY OF Montgomery

150 The foregoing instrument was acknowledged before me, by means of  physical presence  
152 or  online notarization, by Aaron Matson, as Manager of SEIDEL ROAD, LLC, a Florida limited  
154 liability company, who is known by me to be the person described herein and who executed the  
156 foregoing, this 21 day of December 20 23. He is personally known to me or has produced  
drivers license as identification and did/did not take an oath.

158 WITNESS my hand and official seal in the County and State last aforesaid this 21 day of  
160 December, 20 23.



**KELLE MARIE TURPIN**  
Notary Public  
State of Ohio  
My Comm. Expires  
August 15, 2027

[Signature]  
Notary Public  
Print Name: Kelle Turpin  
My Commission Expires: Aug 15, 2027