



Legislation Text

File #: 26-0136, **Version:** 1

Interoffice Memorandum

DATE: December 22, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Tanya Wilson, AICP, Director, Planning, Environmental and Development Services Department

CONTACT: Nicolas Thalmueller, AICP, DRC Chairman

PHONE: 407-836-5523

DIVISION: Development Review Committee

ACTION REQUESTED:

Approval and execution of Adequate Public Facilities Agreement for Horizon West Village I - Hartzog Homes PD by and between Hartzog Homes, LLC and Orange County. District 1. (Development Review Committee)

PROJECT: Adequate Public Facilities Agreement (Related to Land Use Plan Request LUP-23-03-106)

PURPOSE: The Hartzog Homes Planned Development (PD) contains 6.10 net developable acres and is generally located north of Lake Gifford Way and east of Tollcross Way, within Horizon West Village I. Through PD Rezoning Case LUP-23-03-106, the applicant is proposing to rezone the property from Combination Mobile Home and Single-Family Dwelling District (R-T-2) to PD in order to construct 48 single-family residential 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 is 1.0 APF acre to every 7.25 to net developable acres. In the event that APF land requirements cannot be met within a particular PD, the PD may receive a transfer of surplus APF credits from another property owner in the same Village. Alternately, if unable to receive a credit transfer, the 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.

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code (“APF/TDR Ordinance”), the Hartzog Homes PD is subject to an APF Agreement that recognizes the project is responsible for a minimum of 0.84 acres of APF lands. In order to satisfy this deficit, an APF credit transfer from the Withers PD is being proposed.

This proposed agreement received a recommendation of approval from the Development Review Committee (DRC) on November 19, 2025. The associated Hartzog Homes PD (LUP-23-03-106) received recommendations of approval from the DRC on June 25, 2025 and from the Planning and Zoning Commission on December 18, 2025.

BUDGET: N/A



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: January 28, 2025

TO: Nicolas Thalmueller, Planning Administrator
Planning Division, BCC

FROM: Jennifer Lara-Klimetz, Manager *RE for JLK*
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Document, Planning, Environmental, and
Development Services Department Consent Item 5,
Legislative File # 26-0136, January 27, 2026

Enclosed is Adequate Public Facilities Agreement for Horizon West Village I - Hartzog Homes PD (1 original) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on January 27, 2026.

Please forward the document to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy jennifer.mcgill@ocfl.net. Note: ClerkofBCC@occompt.com is **used only for County staff submission of pending documents.**

Please include in cover memo or subject line identification of the document by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The document will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed document before February 27, 2026, notify the Clerk's Office by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

jlk:re

Enclosure (1)

dl: Tanya Wilson, Director, Planning, Environmental, and Development Services Department,
BCC [email]

Jon Weiss, Deputy County Administrator, BCC [email]

Lisette M. Egipciano, Senior Development Coordinator, Planning, Environmental, and
Development Services Department, BCC [email]

Hyunah Kim, Executive Assistant, Planning, Environmental and Development Services
Department, BCC [email]

Dilayla Brea, Senior Executive Assistant, County Administrator's Office, BCC [email]

Pending File

2 This instrument prepared by and after
recording return to:
4 D. Scott Baker
Zimmerman Kiser & Sutcliffe P.A.
6 PO Box 3000
Orlando, FL 32802
8
10 Tax Parcel I.D. No(s): 29-24-27-0000-00-007

12 **ADEQUATE PUBLIC FACILITIES AGREEMENT**
FOR HORIZON WEST VILLAGE I –Hartzog Homes PD

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16 **THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR HORIZON WEST**
VILLAGE I – (Hartzog Homes PD) (the “Agreement”), effective as of the latest date of execution
(the “Effective Date”), is made and entered into by and between Hartzog Homes, LLC, a Florida
18 limited liability company, with its principal place of business at 14088 HARTZOG ROAD
WINTER GAREN, FL 34787 (“Owner”) and ORANGE COUNTY, a charter county and political
20 subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, Florida 32802-
1393 (“County”).

22 **RECITALS:**

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26 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”).

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30 B. The PD Property, also known as Hartzog Homes 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
32 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”).

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36 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
38 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
40 in the Horizon West Study Report issued February 7, 1995.

42 D. The Hartzog Homes 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.

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E. The Village I SAP contemplates certain residential uses within the PD Property.

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F. OWNER desires to develop the PD Property in accordance with the Hartzog Homes PD, submitted by OWNER to COUNTY, and with the PD zoning application on file with COUNTY.

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

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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 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 Section 30-714(c).

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

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

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K. It is the intent of the parties that COUNTY will consider approval of the Hartzog Homes LUP with its consideration of this Agreement.

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L. The PD Property contains approximately 6.102 acres of net developable land, and both the Village I SAP and Section 30-714 of the APF/TDR Ordinance require 1 acre of public facilities acreage for every 7.25 acres of net developable land (the “APF Ratio”).

M. When applied to the PD Property, the APF Ratio equals approximately 0.8416 acres of public facilities lands.

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N. As shown on the Hartzog Homes PD Land Use Plan, and as described in this Agreement, OWNER is not providing any acreage of adequate public facilities land (the “APF Land”) to COUNTY, thereby creating an APF deficit of 0.8416 acres.

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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:

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AGREEMENT

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

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2. APF Deficit. The Village I APF Ratio requires that Owner convey to County approximately 0.8416 acre(s) of APF Land. **This Agreement provides for conveyance of approximately 0 acre(s) of APF Land, thereby creating a 0.8416-acre APF Deficit.**

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3. APF Acreage Credits. Withers, LLC, a Delaware limited liability company, and Columnar Partnership Holding I, LLC, an Indiana limited liability company (collectively, “APF Credit Assignors”), have obtained approximately 34.13 surplus APF acreage credits within Village I. **OWNER and the APF Credit Assignors have asked COUNTY to apply a portion of these credits toward the APF deficit for the PD Property. COUNTY hereby approves the transfer of 0.84 APF acreage credits to the PD Property, which satisfies the APF deficit for the PD Property.** Each of the APF Credit Assignors has executed a Joinder and Consent attached to this Agreement acknowledging the foregoing transfer of APF acreage credits to the PD Property.

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

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

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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:

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(i) action for specific performance; or

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(ii) action for injunction; or

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(iii) the withholding of development permits and other approvals and/or permits in connection with the Project and/or the PD Property; or

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(iv) any combination of the foregoing.

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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 Land and/or any portion of the PD Property as County may lawfully elect.

120 b) Limitations on OWNER’S Remedies. Upon any failure by COUNTY to perform
122 its obligations under this Agreement, OWNER shall be limited strictly to only the following
remedies:

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

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

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

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

146 8. Notices. Any notice delivered with respect to this Agreement shall be in writing and
148 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
150 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.

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

200 12. 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.

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204 13. Survival. The obligations of this Agreement shall survive the satisfaction of the APF
Deficit by OWNER.

206 14. 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
208 Agreement.

210 15. 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
212 contemporaneous agreement, understandings, representations, and statements, oral or written, are
merged into this Agreement.

214 16. Counterparts. This Agreement may be executed in up to two (2) counterparts, both
216 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.

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

222 18. 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,
224 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
226 Agreement upon notice to Owner.

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230 [SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

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ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

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

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Date: January 27, 2026

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

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By: *Jennifer Lara-Klimetz*
Deputy Clerk

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Printed Name: Jennifer Lara-Klimetz

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HARTZOG HOMES LLC, a Florida limited liability
company

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By: _____

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Print Name: Guang Yang

Title: Authorized Representative

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Date: _____

WITNESSES:

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Print Name: _____

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Print Name: _____

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STATE OF FLORIDA
COUNTY OF ORANGE

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The foregoing instrument was acknowledged before me by means of physical presence
274 or online notarization by _____, as _____ of
_____, a Florida limited liability company, who is known by me to be the person
276 described herein and who executed the foregoing, this ___ day of _____, 20___. He/She
is personally known to me or has produced _____ as identification and did/did not
278 take an oath.

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WITNESS my hand and official seal in the County and State last aforesaid this ___ day of
_____, 20__.

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Notary Public

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Print Name: _____

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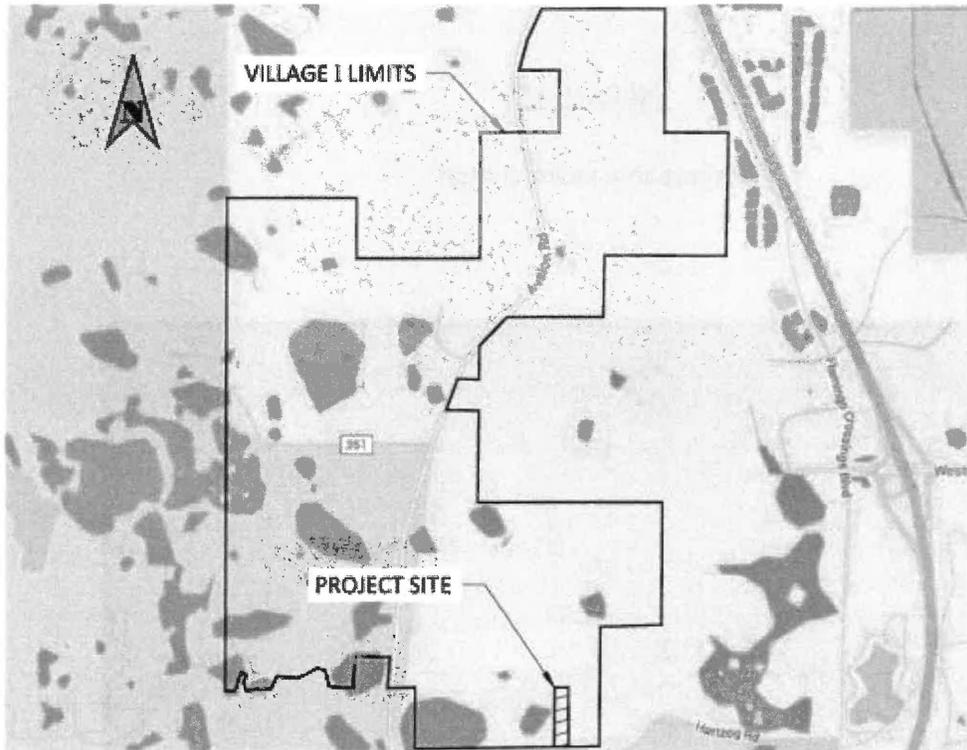
My Commission Expires: _____

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Exhibit "B"

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Legal Description of the PD Property

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326 THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE,
STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS: THE EAST 300 FEET OF THE
328 WEST 650 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29,
TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

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JOINDER AND CONSENT BY WITHERS, LLC

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The undersigned, Withers, LLC, hereby joins in to this Agreement as co-owner of the surplus APF acreage credits being transferred to the PD Property in accordance with Section 3 of

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this Agreement, for the sole and limited purpose of consenting to such transfer.

WITHERS, LLC, a Delaware limited liability company

By: _____

Print Name: Daniel Traylor

Title: Authorized Representative

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

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STATE OF FLORIDA

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COUNTY OF ORANGE

350 The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this ___ day of _____, 20__ by _____, as
352 _____ of _____, a <type of entity>. He/She is personally
known to me or has produced _____ as identification.

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Print Name: _____

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Notary Public, State of Florida

Commission No.: _____

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My commission expires: _____

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JOINDER AND CONSENT BY COLUMNAR PARTNERSHIP HOLDING I, LLC

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The undersigned, Columnar Partnership Holding I, LLC, hereby joins in to this Agreement as co-owner of the surplus APF acreage credits being transferred to the PD Property in accordance with Section 3 of this Agreement, for the sole and limited purpose of consenting to such transfer.

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

By: _____

Print Name: Daniel Traylor

Title: authorized Representative

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

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STATE OF FLORIDA

COUNTY OF ORANGE

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The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__ by _____, as _____ of _____, an <type of entity>. He/She is personally known to me or has produced _____ as identification.

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Print Name: _____

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Notary Public, State of Florida

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Commission No.: _____

My commission expires: _____

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