



**Interoffice Memorandum**

March 23, 2023

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

FROM: Timothy L. Boldig, Interim Director  
Planning, Environmental, and Development  
Services Department

A handwritten signature in black ink, appearing to be "TB", written over the name Timothy L. Boldig.

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

SUBJECT: April 11, 2023 — Consent Item  
First Amendment to Adequate Public Facilities Agreement  
for Horizon West Village I Lake Dennis PD  
Case # APF-23-01-027

The Horizon West Village I Lake Dennis PD/UNP was originally approved July 26, 2022 with a development program consisting of residential uses. The PD is currently approved for a development program consisting of 95 detached dwelling units. The Horizon West Village I Lake Dennis PD is generally located north of Lake Star Road and west of Avalon Road.

The existing Adequate Public Facilities (APF) agreement provides 2.58 acres of APF acreage credits to satisfy the APF requirement. Through CDR-21-11-346, the applicant is seeking to modify the PD to update acreage calculations based on the new Conservation Area Impact (CAI) permit (CAI-22-08-056, issued February 10, 2023). The net developable acreage was increased from 18.69 acres to 19.92 acres. The result is that the APF requirement is increased from 2.58 acres to 2.75 acres. The First Amendment to the agreement reflects the new acreage calculations.

The First Amendment received a recommendation of approval from the Development Review Committee on March 8, 2023, and has been placed on the April 11, 2023 consent agenda. Upon approval by the Board, the First Amendment will be recorded in the Public Records of Orange County.

**ACTION REQUESTED: Approval and execution of First Amendment to Adequate Public Facilities Agreement for Horizon West Village I Lake Dennis PD by and between Holly Equine, LLC, and Orange County due to the APF requirements increasing from 2.58 acres to 2.75 acres as a result of the Conservation Area Impact permit (CAI-22-08-056). District 1**

Attachments

TLB:nt/js

BCC Mtg. Date: April 11, 2023

This instrument prepared by and after  
recording return to:

Carolyn R. Haslam, Esq.  
Akerman LLP  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801

Parcel I.D. No: 18-24-27-0000-00-002

**FIRST AMENDMENT TO  
ADEQUATE PUBLIC FACILITIES AGREEMENT  
FOR HORIZON WEST VILLAGE I  
LAKE DENNIS PD**

**THIS FIRST AMENDMENT TO ADEQUATE PUBLIC FACILITIES AGREEMENT FOR HORIZON WEST VILLAGE I LAKE DENNIS PD** (the “**First Amendment**”), effective as of the latest date of execution (the “**Effective Date**”), is made and entered into by and between **HOLLY EQUINE, LLC**, a Delaware limited liability company, with its principal place of business at 3879 Maple Avenue, Suite 300, Old Lawn Hall at Old Parkland, Dallas, TX 75209 (“**Owner**”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida with a mailing address of P.O. Box 1393, Orlando, Florida 32802-1393 (“**County**”). Owner and County may sometimes be referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS:**

A. **WHEREAS**, on or about July 26, 2022, the Parties entered into that certain Adequate Public Facilities Agreement for Horizon West Village I Lake Dennis PD (the “**Agreement**”) recorded on August 5, 2022, as Document #20220481613, Public Records of Orange County, Florida.

B. **WHEREAS**, the Owner has submitted an application to the County for a Preliminary Subdivision Plan for development of the Lake Dennis PD, which application is on file with the County and includes an amendment/true up table related to the APF lands (the “**Lake Dennis PD PSP**”).

C. **WHEREAS**, the County and the Owner desire to amend the Agreement, to incorporate the above-referenced changes, as set forth herein.

D. **WHEREAS**, in all other respects, the original terms of the Agreement shall remain unchanged and in full force and effect.

**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:

### **AGREEMENT**

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

2. Capitalized Terms. Any capitalized terms not defined herein shall have the same definition as in the Agreement.

3. Recitals to the Agreement. The following recitals to the Agreement are hereby revised to read as follows (with additional language indicated as underlined and deleted language indicated as ~~struck through~~):

L. The PD Property contains approximately ~~18.69~~ 19.92 acres of net developable land, and both the Village I SAP and Section 30-714(a) of the APF/TDR Ordinance require 1 acre of public facilities acreage for every 7.25 acres of net developable land (“**APF Ratio**”).

M. When applied to the PD Property, the APF Ratio equals approximately ~~2.58~~ 2.75 acres of public facilities lands.

N. As shown on the Lake Dennis LUP, and as described in this Agreement, Owner is unable to convey any adequate public facilities land (“**APF Land**”) to County, thereby creating an APF deficit of ~~2.58~~ 2.75 acres.

4. APF Deficit. Section 2 of the Agreement is hereby revised to read as follows (with additional language indicated as underlined and deleted language indicated as ~~struck through~~):

The Lake Dennis PD APF Ratio requires that Owner convey to County approximately ~~2.58~~ 2.75 acres of APF Land. The Owner is unable to convey any APF Land, thereby creating a ~~2.58-2.75~~ acre APF deficit.

5. APF Acreage Credits. Section 3 of the Agreement is hereby revised to read as follows (with additional language indicated as underlined and deleted language indicated as struck through):

Columnar Partnership Holding I, LLC (the “**APF Credit Holder**”), owner of land within Village I, has obtained ~~34.30~~ 34.17 surplus APF acreage credits within Village I. The

Owner and the APF Credit Holder have asked the County to apply a portion of these credits toward the APF deficit for the Lake Dennis PD. The County hereby approves the transfer of ~~2.58~~2.75 APF acreage credits to the PD Property, which satisfies the APF deficit for the Lake Dennis PD. The APF Credit Holder has executed a joinder attached to this Agreement acknowledging the foregoing transfer of APF acreage credits to the PD Property.

6. Recording. Within thirty (30) days after the Effective Date, the Owner shall record this First Amendment in the Public Records of Orange County, Florida, at Owner's expense.

7. No Further Amendment. Except as set forth herein, the terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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

Date: April 11, 2023

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

By: *Jennifer Lara-Klimetz*  
Deputy Clerk

Printed Name: Jennifer Lara-Klimetz

Signed, sealed and delivered  
in the presence of:

**HOLLY EQUINE, LLC**, a Delaware limited  
liability company

Ashley L. Shake  
Name: Ashley L. Shake

Annette M. Williams  
Name: Annette M. Williams

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

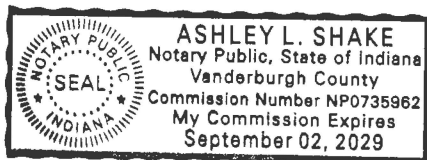
Address:  
3879 Maple Ave. Suite 300  
Oak Lawn Hall at Old Parkland  
Dallas, TX 75209

STATE OF Indiana

COUNTY OF Vanderburgh

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 23rd day of March, 2023, by Daniel A. Traylor as Manager  
of Holly Equine, LLC, a Delaware limited liability company, on behalf of the company. Said person  
(check one)  is personally known to me,  produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Ashley L. Shake  
Notary Public ~~Signature~~  
Ashley L. Shake

Typed or Printed Notary Name  
Notary Public-State of Indiana  
Commission No.: 735962  
My Commission Expires: 09/02/2029

**JOINDER AND CONSENT BY COLUMNAR PARTNERSHIP HOLDING I, LLC**

Columnar Partnership Holding I, LLC, an Indiana limited liability company, with its principal place of business at Oak Lawn Hall at Old Parkland, 3879 Maple Avenue, Suite 300, Dallas, TX 75219, hereby joins in and consents to this Agreement as owner of the APF Acreage Credits being transferred to the PD Property in accordance with Section 5 of this First Amendment, for the sole and limited purpose of consenting to such transfer.

WITNESS:

Ashley L. Shake

Print Name: Ashley L. Shake

Annette M. Williams

Print Name: Annette M. Williams

**Columnar Partnership Holding I, LLC** an  
Indiana limited liability company

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

By: Daniel A. Traylor

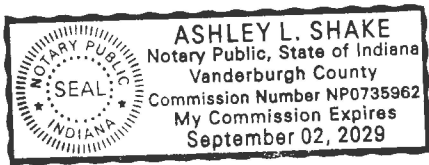
Name: Daniel A. Traylor  
Title: President

STATE OF Indiana

COUNTY OF Vanderburgh

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 23rd day of March, 2023, by Daniel A. Traylor, as President of Columnar Holdings, LLC, an Indiana limited liability company, the sole Member of Columnar 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.

(Notary Stamp)



Ashley L. Shake

Signature of Notary Public

Print Name: Ashley L. Shake

Notary Public, State of Indiana

Commission Expires: 09/02/2029