

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 Tax Parcel I.D. No(s): 29-24-27-0000-00-007

10

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

14

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

24 **RECITALS:**

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”).

28 B. The PD Property, also known as Hartzog Homes PD, is identified in the Orange
30 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”).

34 C. The PD Property is included in the Horizon West Village Land Use Classification
36 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.

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

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

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

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

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

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

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

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

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

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

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

84

AGREEMENT

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

88

90 2. APP 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.**

92

94 3. APP 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.

100

102 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.

104

106 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.

108

110 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:

112

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

116

118 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.

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

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

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 connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit 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 any interest in all or any portion of the PD Property.

7. Severability. If any provision of this Agreement, the deletion of which would not 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 enforceability of the remainder of this Agreement.

8. Notices. Any notice delivered with respect to this 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.

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

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

166 Orange County Planning, Environmental,
and Development Services Department
168 Manager, Transportation Planning Division
Orange County Public Works Complex
170 4200 S. John Young Parkway
Orlando, Florida 32839-8070

172
174 OWNER: HARTZOG HOMES LLC
14088 HARTZOG ROAD
WINTER GARDEN, FL 34787

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

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

192 11. Interpretation. This Agreement shall not be construed more strictly against one party
than against the other merely by virtue of the fact that it may have been prepared by counsel for one
194 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
196 only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction,
or meaning of this Agreement.

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

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

206 14. Amendment. No amendment, modification, or other change to this Agreement shall
208 be binding upon the parties unless in writing and formally executed in the same manner as this
 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
211 contemporaneous agreement, understandings, representations, and statements, oral or written, are
merged into this Agreement.

216 16. 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.

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.

228

230 [SIGNATURES APPEAR ON THE FOLLOWING PAGES]

232 **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.

234

236

ORANGE COUNTY, FLORIDA

238

By: Board of County Commissioners

240

By: _____

Jerry L. Demings

242

Orange County Mayor

244

Date: _____

246

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

250

By: _____

Deputy Clerk

252

Printed Name: _____

254

256 HARTZOG HOMES LLC, a Florida limited liability
258 company

258 By: Guang Yang
260 Print Name: Guang Yang
262 Title: Authorized Representative
Date: 1/9/2026

264 WITNESSES:

266 Print Name: Xiaohan Sun
268 Print Name: Aijin Gu

270 STATE OF FLORIDA
272 COUNTY OF ORANGE Queens

274 The foregoing instrument was acknowledged before me by means of physical presence
or online notarization by Yang Guang, as owner of
276 Hartzog Homes LLC, a Florida limited liability company, who is known by me to be the person
described herein and who executed the foregoing, this 9th day of January, 2026. He/She
278 is personally known to me or has produced Driver License as identification and did/did not
take an oath.

280 WITNESS my hand and official seal in the County and State last aforesaid this 9th day of
282 January, 2026

284 Notary Public
Print Name: Amy Chuyin Chen

286 My Commission Expires: 12/09/2027

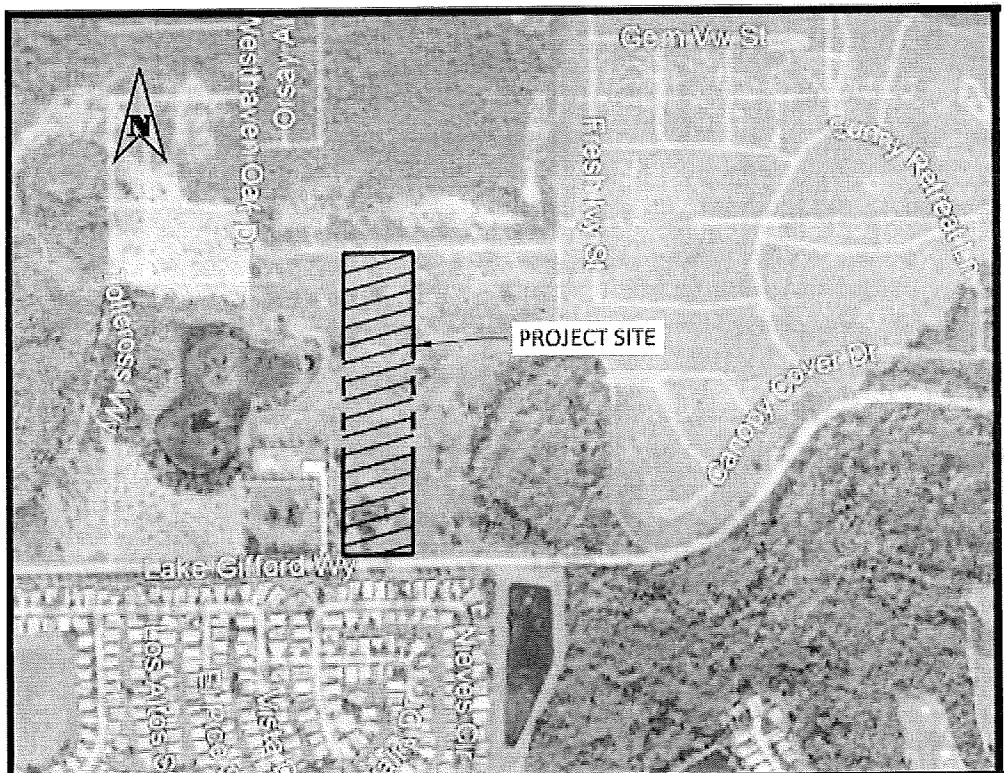
Amy Chuyin Chen
Notary Public, State of New York
Reg. No. 01CH6401265
Qualified in Queens County
Commission Expires 12-09-2027

296
306

Exhibit "A"

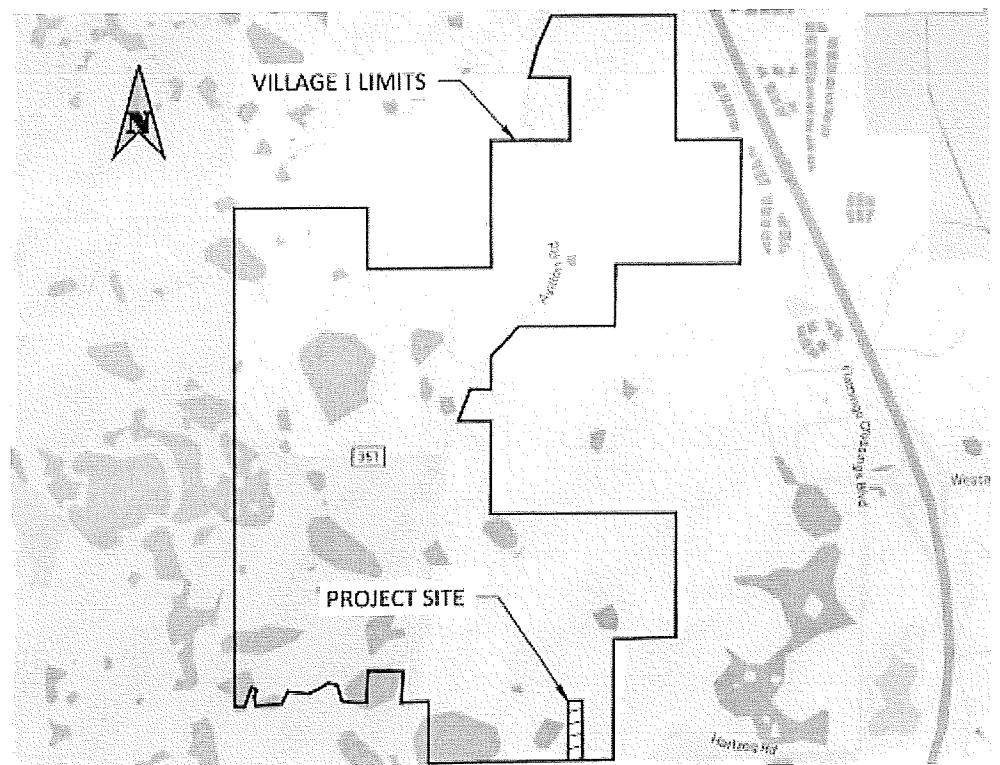
308 Project area location map

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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.

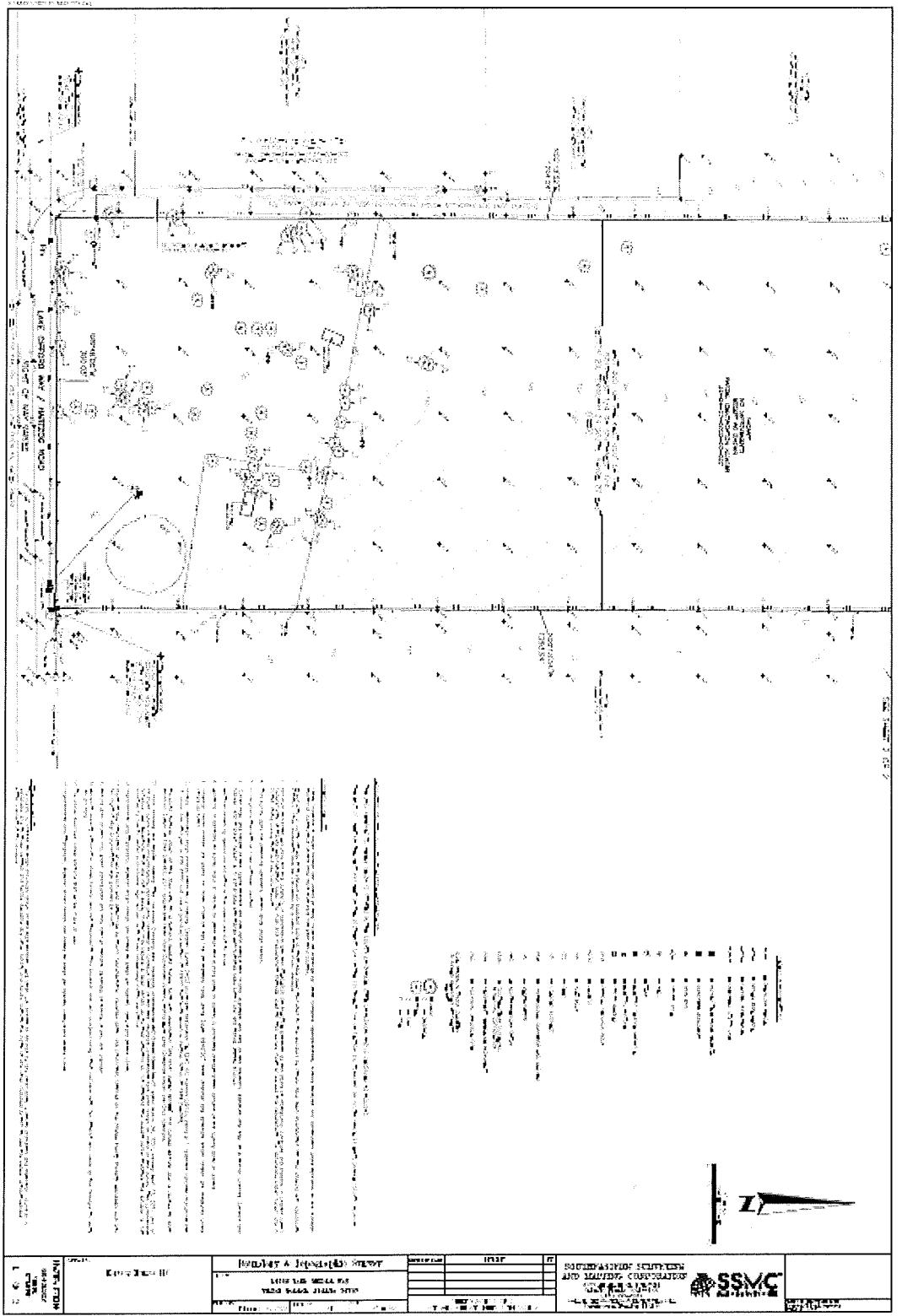
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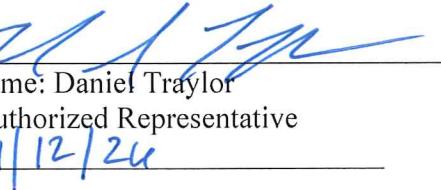


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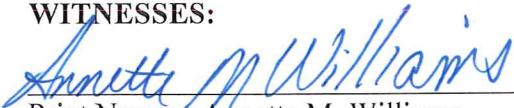
JOINDER AND CONSENT BY WITHERS, LLC

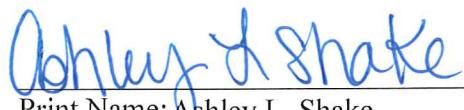
342 The undersigned, Withers, LLC, hereby joins in to this Agreement as co-owner of the
surplus APF acreage credits being transferred to the PD Property in accordance with Section 3 of
344 this Agreement, for the sole and limited purpose of consenting to such transfer.

WITHERS, LLC, a Delaware limited liability
company

By: 
Print Name: Daniel Traylor
Title: Authorized Representative
Date: 11/12/26

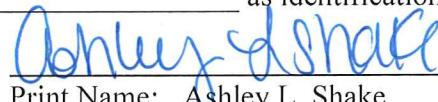
WITNESSES:

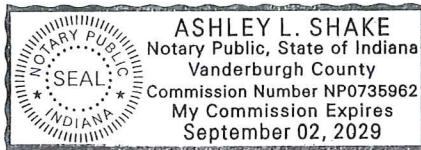

Print Name: Annette M. Williams


Print Name: Ashley L. Shake

346 STATE OF INDIANA
348 COUNTY OF VANDERBURGH

350 The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 12th day of January 2026 by Daniel A. Traylor, as
352 Authorized Representative of Withers, LLC, a <type of entity>. He/She is personally
known to me or has produced _____ as identification.


Print Name: Ashley L. Shake
Notary Public, State of Indiana
Commission No.: 735962
My commission expires: 09/02/2029



360

JOINDER AND CONSENT BY COLUMNAR PARTNERSHIP HOLDING I, LLC

362

The undersigned, Columnar Partnership Holding I, LLC, hereby joins in to this Agreement
364 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.

366

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

By: Daniel A. Traylor
Print Name: Daniel Traylor
Title: authorized Representative
Date: January 12, 2026

WITNESSES:

Annette M. Williams

Print Name: Annette M. Williams

Ashley L. Shake

Print Name: Ashley L. Shake

368 STATE OF INDIANA

COUNTY OF VANDERBURGH

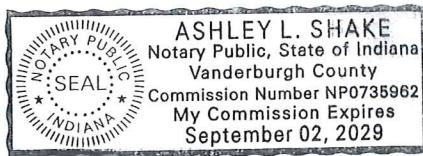
370 The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 12th day of January 2026 by Daniel A. Traylor, as
372 Authorized Representative of Columnar Partnership Holding I, LLC, an <type of entity>. He/She is personally known
to me or has produced _____ as identification.

374

376

378

380



Ashley L. Shake

Print Name: Ashley L. Shake

Notary Public, State of Indiana

Commission No.: 735962

My commission expires: 09/02/2029