

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

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

**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 limited liability company, with its principal place of business at 14088 HARTZOG ROAD WINTER GARDEN, FL 34787 (“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 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 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 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.

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

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.

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.

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).

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

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.

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

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.

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.

**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 Agreement by this reference.

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.**

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.

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.

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.

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:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (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.

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  
of or default under this Agreement by the other. Venue for any actions initiated under or in  
132 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  
adversely affect the receipt of any material benefits by any party hereunder nor substantially increase  
142 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  
shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the  
148 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

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

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

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

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 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, 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.

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

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 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.

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.

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

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 Agreement.

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

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.

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

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, 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

By: Board of County Commissioners

Orange County Mayor

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

Deputy Clerk

Printed Name: \_\_\_\_\_

HARTZOG HOMES LLC, a Florida limited liability  
company

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

WITNESSES:

S  
Print Name: Xiaohan Sun  
Ailin Gu  
Print Name: Ailin Gu

New York  
STATE OF ~~FLORIDA~~  
COUNTY OF ~~ORANGE~~ Queens

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization by Yang Guang, as owner of  
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 9<sup>th</sup> day of January, 2026. He/She  
is personally known to me or has produced Driver License as identification and did/did not  
take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 9<sup>th</sup> day of  
January, 2026

Amy Chuyin Chen  
Notary Public  
Print Name: Amy Chuyin Chen

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



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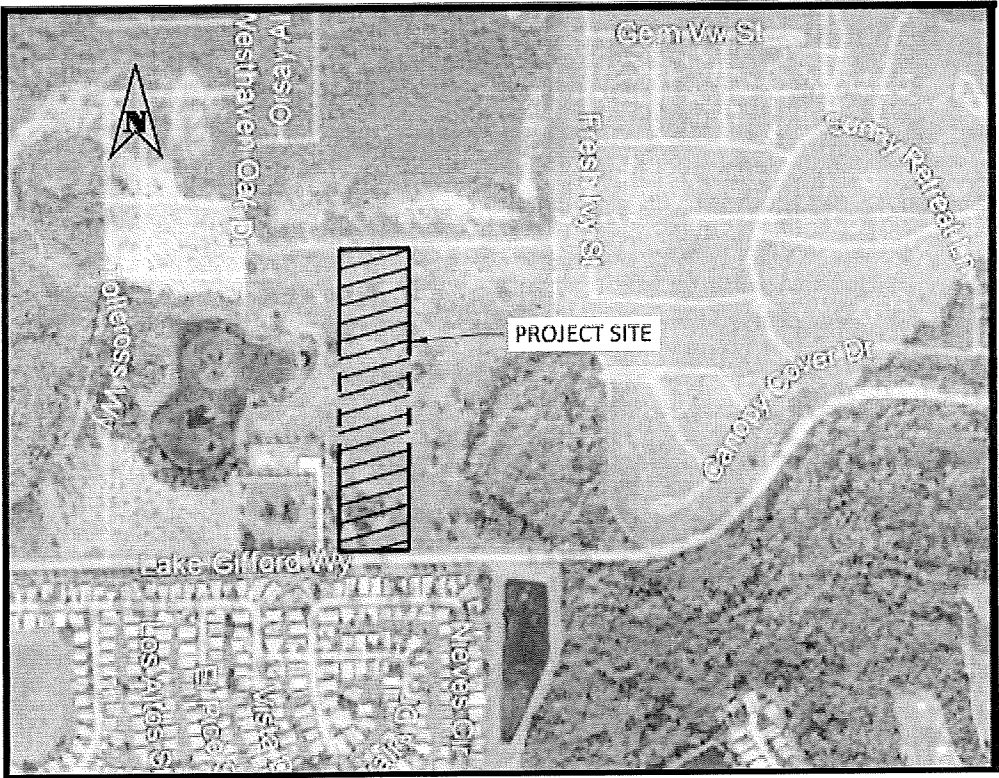
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Exhibit “A”

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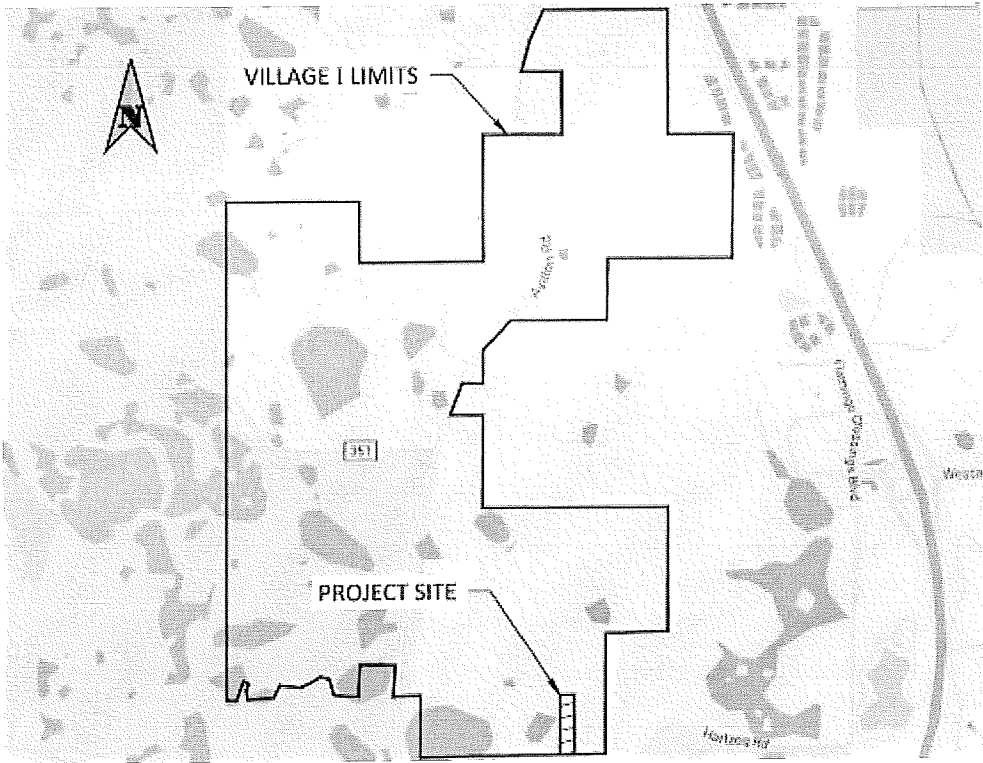
Project area location map

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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.

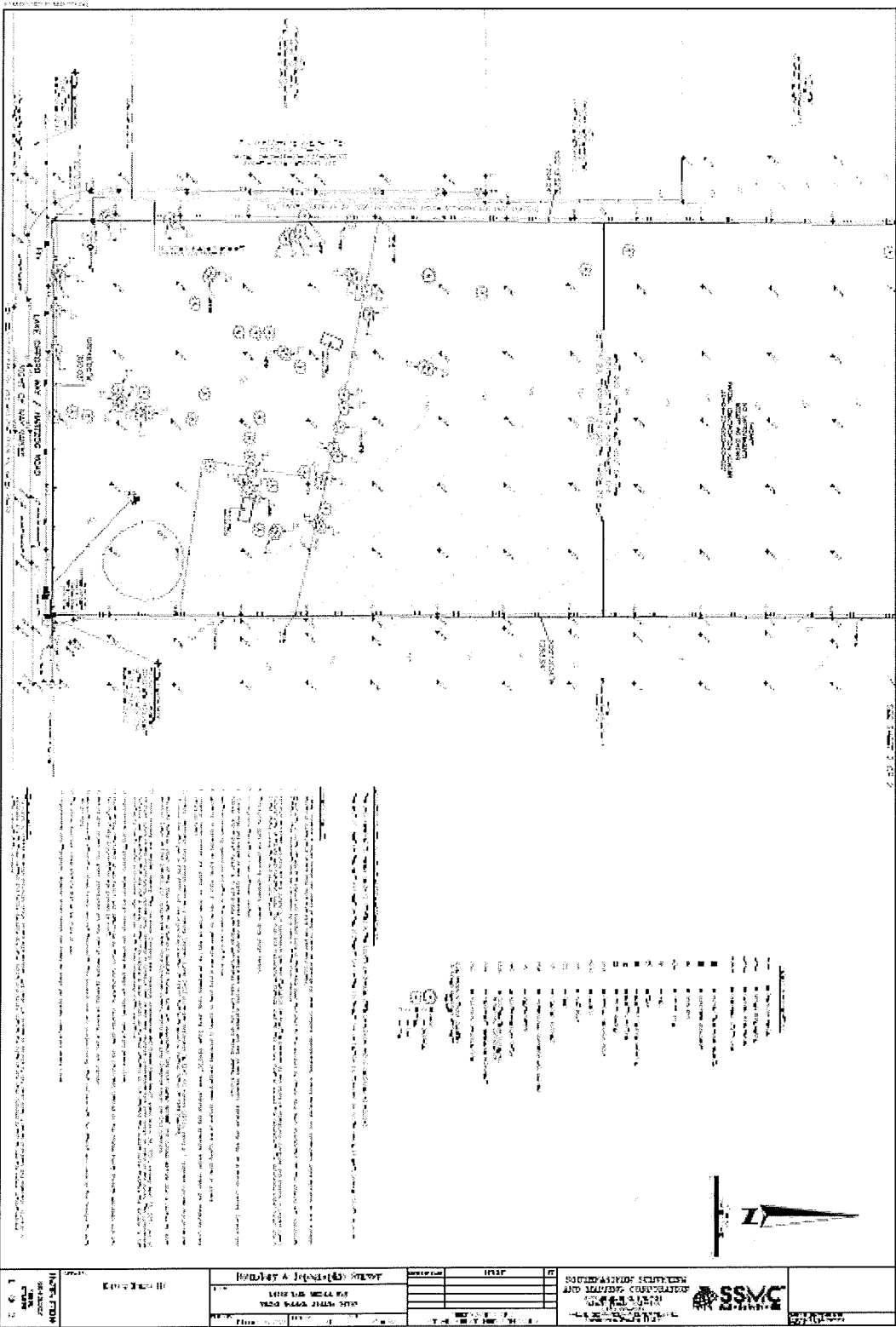
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**JOINDER AND CONSENT BY WITHERS, LLC**

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

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**WITHERS, LLC**, a Delaware limited liability company

By: [Signature]  
Print Name: Daniel Traylor  
Title: Authorized Representative  
Date: 1/12/26

**WITNESSES:**

[Signature]  
Print Name: Annette M. Williams

[Signature]  
Print Name: Ashley L. Shake

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STATE OF INDIANA

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COUNTY OF VANDERBURGH

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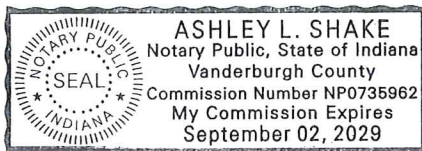
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of January, 2026 by Daniel A. Traylor, as Authorized Representative of Withers, LLC, a <type of entity>. He/She ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

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

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

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.

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

By: [Signature]  
Print Name: Daniel Traylor  
Title: authorized Representative  
Date: January 12, 2026

**WITNESSES:**

[Signature]  
Print Name: Annette M. Williams

[Signature]  
Print Name: Ashley L. Shake

STATE OF INDIANA  
COUNTY OF VANDERBURGH

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 Authorized Representative of Columnar Partnership Holding I, LLC, an <type of entity>. He/She ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

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

