



## Legislation Text

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**File #:** 26-0304, **Version:** 1

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### Interoffice Memorandum

**DATE:** February 18, 2026

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** N/A

**FROM:** Joseph C. Kunkel, P.E., Director, Public Works Department

**CONTACT:** Renzo Nastasi, AICP, Chairman

**PHONE:** (407) 836-7964

**DIVISION:** Roadway Agreement Committee

**ACTION REQUESTED:**

Approval and execution of Supplemental Agreement to Village I - Horizon West Road Network Agreement (C.R. 545, a/k/a Avalon Road, Flemings Road, and Hartzog Road) by and among Orange County, Florida and M/I Homes of Orlando, LLC to provide Transportation Credits in the amount of \$35,306.56 for the conveyance of pond Tract D-1 that was dedicated on the plat to the perpetual use of the public. District 1. (Roadway Agreement Committee)

**PROJECT:** N/A

**PURPOSE:**

The Roadway Agreement Committee has reviewed a Supplemental Agreement to Village I - Horizon West Road Network Agreement ("Supplemental Agreement") by and among Orange County, Florida and M/I Homes of Orlando, LLC to provide Transportation Impact Fee Credits in the amount of \$35,306.56 for the dedication of Tract D-1 (pond tract) within the Encore Phase 4B plat as recorded in Plat Book 111, Page 103, Public Records of Orange County to the perpetual use of the public in lieu of a conveyance in fee simple to the County by plat or special warranty deed as stated in Section 13.2 of the Village I - Horizon West Road Network Agreement approved by the Board January 28, 2020, and recorded at Document Number 20200109451.

The Roadway Agreement Committee recommended approval on January 21, 2026. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

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If you have any questions, please feel free to contact me at 407-836-7964.

**BUDGET:** N/A

BCC Mtg. Date: March 10, 2026

**PREPARED BY:**

Paul E. Rosenthal, Esq.  
2605 Norfolk Road  
Orlando, FL 32802

**RETURN TO:**

Mark Thomson, Esq.  
Shutts & Bowen LLP  
300 South Orange Avenue, Suite 1600  
Orlando, FL 32801

**NOTE TO RECORDING CLERK:**

Please Cross-reference Document Nos.:

- 20200109451;
- 20220695590; and
- 20250365725

**SUPPLEMENTAL AGREEMENT TO  
VILLAGE I - HORIZON WEST ROAD NETWORK AGREEMENT**

(C.R. 545, a/k/a Avalon Road, Flemings Road, and Hartzog Road)

**THIS SUPPLEMENTAL AGREEMENT TO VILLAGE I HORIZON WEST ROAD NETWORK AGREEMENT** (this “**Supplemental Agreement**”), is effective as of the latest date of execution by the parties hereto (the “**Effective Date**”), and is made and entered into by and among **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (the “**County**”) and **M/I HOMES OF ORLANDO, LLC**, a Florida limited liability company, whose mailing address is 400 International Parkway, Suite 470, Lake Mary, FL 32746 Orlando, Florida 32801 (“**M/I HOMES**”):

**WITNESSETH:**

**WHEREAS**, M/I Homes and the County are “Signatory Owners” or successors in title and interest to the real property owned by the original “Signatory Owners” of that certain “Village I Horizon West Road Network Agreement” (the “**Original Agreement**”), recorded February 20, 2020 as Document No. 20200109451, in the Public Records of Orange County, Florida, and that certain “First Amendment to Village I – Horizon West Road Network Agreement” (the “**First Amendment**”), recorded November 17, 2022 as Document No. 20220695590, in the Public Records of Orange County, Florida, and that certain “Second Amendment to Village I – Horizon West Road Network Agreement” (the “**Second Amendment**”), recorded June 24, 2025 as Document No. 20250365725, in the Public Records of Orange County, Florida (collectively, the “**Village I Road Agreement**”).

**WHEREAS**, Section 8.1(b) of the Village I Road Agreement, as amended by the Second Amendment, provides as follows:

Section 8.1(b):

(b) "Except as set forth in this sub-Section, Signatory Owners and/or Constructing Owners shall receive Road Credits equal to \$22,500.00 per acre for Conveyed Lands conveyed in fee simple to the County, as approved by the County, which are conveyed by the applicable owner, and accepted by the County. Notwithstanding the foregoing, the value for additional Conveyed Lands (ROW&E) beyond the APF requirements for Road Segments 5 and 6 will be \$181,291.00 per net acre, as negotiated and agreed by and between the parties based on County-approved appraisals prior to the

Effective Date; provided however, that notwithstanding the foregoing, the value of temporary easements beyond the APF requirements for Road Segments 5 and 6 will be \$90,645.50 per net acre as negotiated and agreed by and between the parties. Cash compensation Road Credits for the such additional Conveyed Lands, including but not limited to Joint Use Ponds, beyond the APF requirements for Road Segments 5 and 6 to the affected Signatory Owners for portions of the Joint Use Ponds to accommodate runoff from the area of Flemings Road right of way beyond the APF requirement, runoff will occur and be paid awarded to the Village Escrow Agent upon contemporaneously with the conveyance of the additional Conveyed Lands to the County and shall thereafter be released by the Village Escrow Agent to the affected Signatory Owners. For clarity and the avoidance of any doubt, the parties agree that the Road Credits to be awarded for Conveyed Lands associated with Road Segments 5 and 6 (including Joint Use Ponds as aforesaid) are as follows: \$1,267,401.03 in Road Credits to the Village Escrow Agent to thereafter be released to M/I Homes, \$437,850.31 in Road Credits to the Village Escrow Agent to thereafter be released to Titan & Village I 545, and \$50,398.90 in Road Credits to the Village Escrow Agent to thereafter be released to Encore at Ovation Community Association, Inc. Subject to the Board's budgeting process, the timing of the fair market value cash funding is expected to occur in fiscal year 2020/2021 or 2021/2022, as the case may be. For the purposes of this Section 8.1, and any other funding obligation of the County under this Agreement, the Signatory Owners and Constructing Owners acknowledge that any funding obligation of the County shall be subject to the Board's budgeting process.

**WHEREAS**, the Road Credits to be awarded to M/I Homes pursuant to Section 8.1(b) of the Village I Road Agreement included \$35,306.56 in Road Credits attributable to Tract D-1 (Stormwater) ("Tract D-1") of the Plat of Encore at Ovation – Phase 4B as recorded in Plat Book 111, Page 103, Public Records of Orange County, Florida (the "**Encore Phase 4B Plat**").

**WHEREAS**, Tract D-1 is included within the definition of "Conveyed Lands" under the Village I Road Agreement.

**WHEREAS**, Tract D-1 has been dedicated "to the perpetual use of the public" pursuant to the Encore Phase 4B Plat, which dedication allows the County to utilize Tract D-1 for stormwater purposes associated with Road Segments 5 and 6 without any additional conveyances or easements with respect to Tract D-1.

**WHEREAS**, Section 13.4 of the Village I Road Agreement provides that in lieu of executing a Deed or Easement that "each Signatory Owner may also convey fee right-of-way and/or easements to the County through the subdivision plat process".

**WHEREAS**, the County and M/I Homes desire to clarify and confirm that Road Credits are to be awarded to M/I Homes based on the dedication of Tract D-1 to the perpetual use of the public.

**NOW, THEREFORE**, in consideration of the premises and the terms and conditions herein contained, the County and M/I Homes do hereby agree as follows:

1. **Recitals; Defined Terms.** The foregoing recitals are true and correct and are incorporated herein by reference. All capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the Village I Road Agreement.
2. **Award of Road Credits for Tract D-1.** Notwithstanding any provision of the Village I Road Agreement to the contrary, the County agrees to provide Road Credits to M/I Homes in the amount of \$35,306.56 for the dedication of Tract D-1 to the perpetual use of the public in lieu of a conveyance to the County by deed and in lieu of Tract D-1 being dedicated and/or conveyed to the County on the Encore Phase 4 B Plat. The foregoing is not intended to increase the total amount of Road Credits awarded to M/I Homes under Section 8.1(b) of the Village I Road Agreement.
3. **No Amendment to Road Agreement.** This Supplemental Agreement only affects the County and M/I Homes and is intended to be supplemental to the Village I Road Agreement and not an amendment thereto.
4. **Recordation of Supplemental Agreement.** An executed original of this Supplemental Agreement shall be recorded, at the expense of M/I Homes, in the Public Records of Orange County, Florida.
5. **Applicable Law.** This Supplemental Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the law of the State of Florida.
6. **Counterparts.** This Supplemental Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

IN WITNESS WHEREOF, the parties have caused this Supplemental 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: *13 March 2026*

ATTEST:

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

By: *Arianna Ligette Mercado*  
for Deputy Clerk

Print: *Arianna Ligette Mercado*

[SIGNATURES PAGES FOLLOW]

Signed, sealed and delivered in our presence as Witnesses: "M/I Homes"

M/I HOMES OF ORLANDO, LLC, a Florida limited liability company

By: [Signature]  
Brent Bartholomew, Authorized Signatory

[Signature]

Witness 1 Sign  
CHRISTINE BARRO

Witness 1 Print Name

Address: 400 INTERNATIONAL PKWY, # 470  
LAKE MARY FL 32746

Date: 1/28/2026

[Signature]

Witness 2 Sign  
DIANA M CABRERA

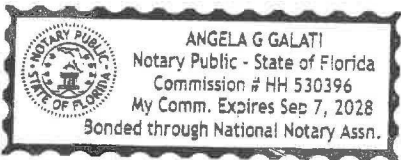
Witness 2 Print Name

Address: 400 INTERNATIONAL PKWY #470  
LAKE MARY FL 32746

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28 day of January, 2026, by BRENT BARTHOLOMEW, Authorized Signatory for **M/I HOMES OF ORLANDO, LLC**, a Florida limited liability company, on behalf of the company. He  is personally known to me, OR  has produced NA as identification.

[Affix Notary Stamp]



[Signature]  
Print Name: Angela G Galati  
Notary Public, State of Florida  
Commission No.: HH 530396  
My Commission Expires: 9-7-28