



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32801-1393

## Legislation Text

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

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### 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 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

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**

14 **THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR HORIZON WEST**  
16 **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:**

24 A. OWNER is the fee simple owner of certain real property located in Orange County,  
26 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.

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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").

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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.





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.

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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.

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220 17. Authority to Contract. The execution of this Agreement has been duly authorized by  
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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[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

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

WITNESSES:

S  
Print Name: Xiaohan Sun  
Am  
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

AC  
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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**Exhibit "A"**

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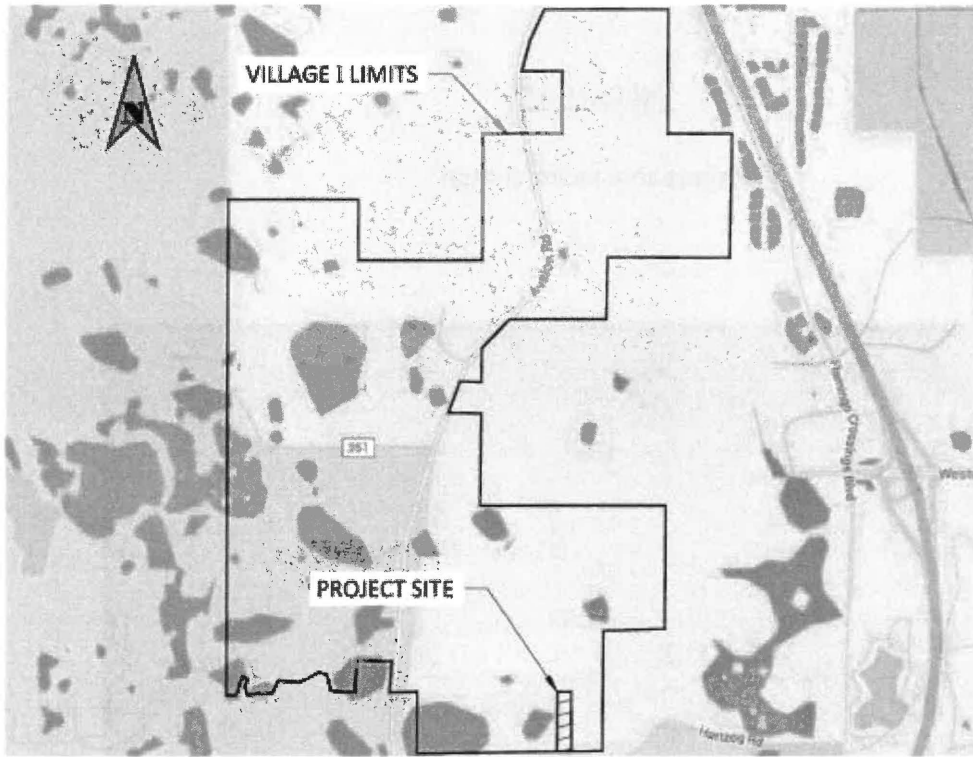
Project area location map

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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.

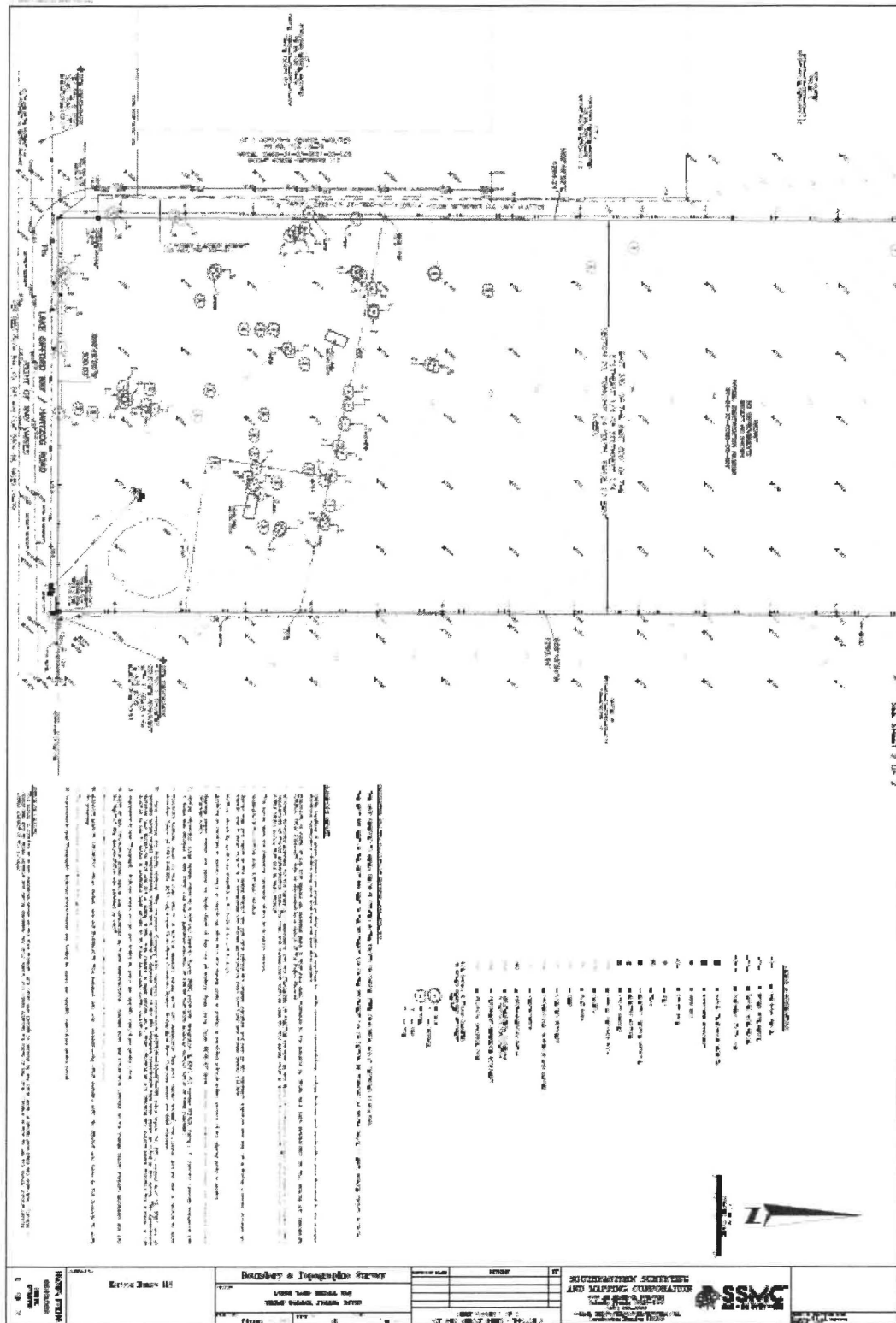
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JOINDER AND CONSENT BY WITHERS, LLC

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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

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.

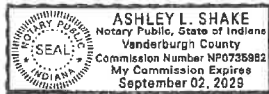
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[Signature]  
Print Name: Ashley L. Shake  
Notary Public, State of Indiana  
Commission No.: 735962  
My commission expires: 09/02/2029

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

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The undersigned, Columnar Partnership Holding I, I.L.C, 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

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.

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

