



## Interoffice Memorandum

January 26, 2023

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

FROM: Jon V. Weiss, P.E., Chairman  
Roadway Agreement Committee

SUBJECT: March 7, 2023 – Consent Item  
Horizon West – Town Center (Diocese Subdivision PD/UNP)  
Adequate Public Facilities and Road Network Mitigation Agreement  
(Related to LUP-22-02-059)

The Roadway Agreement Committee has reviewed the Horizon West – Town Center (Diocese Subdivision PD/UNP) Adequate Public Facilities and Road Network Mitigation Agreement ("Agreement") by and among John G. Noonan, as Bishop of the Diocese of Orlando and Orange County. The Agreement satisfies both the Road Network Agreement required under the Town Center West Term Sheet approved by the Board on August 25, 2015 and the Developer's Agreement required by Section 30-712(b) of Division 2 or Chapter 30, Article XIV, ("APF/TDR Ordinance"). The Agreement will be considered concurrently with the public hearing for LUP-22-02-059, which will consider the zoning for 184 single family detached units generally located along Avalon Road/C.R. 545 just north of New Independence Parkway.

Under the terms of the Agreement, the Owners shall convey to Orange County a total of 0.76 acres of right-of-way for Avalon Road/C.R. 545. The dedication of right-of-way shall serve to partially satisfy the Adequate Public Facilities (APF) requirement under the APF/TDR Ordinance, which requires 9.82 acres of public facility lands to be provided. This creates an APF deficit of 9.06 acres. The deficit shall be satisfied by either acquiring 9.06 acres of APF credits from a surplus owner in the Town Center SAP or paying the \$52,403.97 APF fee per acre to the County. The Owner will receive \$22,500 per acre for the conveyance of 0.76 acres of right-of-way for Avalon Road for a total of \$17,100 in transportation impact fee credits.

The Agreement also requires a Fair Share contribution as mitigation against deficient roadway segments of Avalon Road in the amount of \$1,502,010. The payment of the Fair Share amount is due within 180 days of the effective date of this Agreement. Upon receipt of the Fair Share payment, the Owners shall receive transportation impact fee credits in the amount equal to the Fair Share payment and will have satisfied the County's transportation concurrency requirements for the proposed development.

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March 7, 2023 – Consent Item

Horizon West – Town Center (Diocese Subdivision PD/UNP)

Adequate Public Facilities and Road Network Mitigation

The Roadway Agreement Committee recommended approval on December 14, 2022.

The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions regarding this matter, please contact me at 407-836-7370.

**ACTION REQUESTED: Approval and execution of Horizon West – Town Center (Diocese Subdivision PD/UNP) Adequate Public Facilities and Road Network Mitigation Agreement by and among John G. Noonan, as Bishop of the Diocese of Orlando and Orange County providing for the conveyance of 0.76 acres of right-of-way for \$17,100 in Transportation Impact Fee Credits and for a Fair Share payment in the amount of \$1,502,010. District 1**

JVW/tc/ep/js  
Attachment

BCC Mtg. March 7, 2023

This instrument prepared by  
and after recording return to:

Juli Simas James, Esq.  
SHUTTS & BOWEN LLP  
300 South Orange Avenue, Suite 1600  
Orlando, Florida 32801

Tax Parcel I.D. No(s):  
17-23-27-0000-00-015  
17-23-27-0000-00-004

**HORIZON WEST-TOWN CENTER  
(Diocese Subdivision PD/UNP)**

**ADEQUATE PUBLIC FACILITIES AND ROAD NETWORK  
MITIGATION AGREEMENT**

**THIS HORIZON WEST-TOWN CENTER DIOCESE SUBDIVISION PD/UNP ADEQUATE PUBLIC FACILITIES AND ROAD NETWORK MITIGATION AGREEMENT** (the “**Agreement**”), effective as of the last date of execution (the “**Effective Date**”), is made and entered into by and among **JOHN G. NOONAN, AS BISHOP OF THE DIOCESE OF ORLANDO**, his successors in office, a corporation sole, with its principal place of business at 50 East Robinson Street, Orlando, Florida 32801 (“**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 is located within the Specific Area Plan (“**SAP**”) for the Town Center in the Horizon West Special Planning Area as adopted by the Orange County Board of County Commissioners (the “**BCC**”).

C. OWNER intends to develop 184 single-family detached residential units on the PD Property in accordance with Diocese Subdivision PD/UNP Land Use Plan/Unified Neighborhood Plan (the “**PD UNP**”), submitted by Owner to County and with the PD zoning application on file with COUNTY (the “**Project**”).

D. As a condition of development of the PD Property for the Project pursuant to the SAP, OWNER is required to assure that adequate public facilities are available in a timely manner to support development of the PD Property.

E. The parties have agreed that this Agreement shall constitute both (i) the road network agreement required under the Town Center West Road Term Sheet adopted by the BCC on August 25, 2015 (the “**Term Sheet**”) for the PD Property, a copy of which is on file with the COUNTY’s Transportation Planning Division, and (ii) the developer’s agreement required by Section 30-712(b) of Division 2 of Chapter 30, Article XIV, of the Orange County Code (the “**APF/TDR Ordinance**”) for the PD Property.

F. OWNER’s fair share contribution towards the Improvements (as defined in the Term Sheet) required for the PD Property will be paid in cash in accordance with the terms and conditions of this Agreement, and this Agreement sets forth the terms, conditions, and agreements among the COUNTY and OWNER with respect to the fair share payment, transportation impact fee credits, and vesting related to the PD Property in a manner consistent with the Traffic Study, SAP, and in general conformance with the Term Sheet.

G. In accordance with the APF/TDR Ordinance, OWNER is required to provide **9.82** acres of adequate public facilities (“**APF**”) land based on the PD Property containing approximately **50.1** acres of net developable land.

H. As shown on the PD UNP and in accordance with the APF/TDR Ordinance, OWNER will provide **0.76** acre(s) of APF land (the “**APF Land**”) to County, and satisfy its APF deficit of **9.06** acre in accordance with the terms of Section 8 of this Agreement below, which shall satisfy the entire APF obligation of OWNER.

I. The BCC will consider for approval this Agreement with its approval of the PD UNP.

**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. **Road Network Deficiency and Fair Share Cost Analysis.**

2.1 **Road Network Deficiency.** Pursuant to that certain Diocese Subdivision PD Transportation Analysis dated November 2022, prepared by Traffic & Mobility Consultants (the “**Traffic Study**”), which Traffic Study was approved by the COUNTY on December 2, 2022, a copy of which is on file with the COUNTY’s Transportation Planning Division, development of the PD Property for the Project is projected to significantly impact deficient segments of Avalon Road / C.R. 545, as more particularly set forth in Table 3 of the Traffic Study. The PD Property constitutes all of the developable land identified in the Traffic Study.

2.2 **Fair Share Cost Analysis.** As described in the Fair Share Cost Analysis set forth in Table 5 of the Traffic Study, the cost contribution of the PD Property attributable to the Project is \$1,502,010.00 (the “**Fair Share**”), a copy of which Table 5 is attached hereto as **Exhibit C** and incorporated herein by this reference.

2.3 Use of Fair Share. OWNER has no objection to COUNTY's use of the Fair Share for roadway improvements other than the Improvements where the COUNTY's use of the Fair Share supports infrastructure within the Town Center in the Horizon West Special Planning Area (the "**Town Center**") or otherwise benefits Impact Fee Zone 4. COUNTY agrees that OWNER's statement herein does not grant a material benefit to COUNTY nor substantially increase the burden of the COUNTY hereunder.

3. Timing and Method of Payment of Fair Share. OWNER shall pay the Fair Share amount to the COUNTY on or before the latter to occur of (i) COUNTY approval of the plat of the PD Property (the "**Plat**") or (ii) that certain date which is one hundred eighty (180) days after the Effective Date of this Agreement. The Fair Share payment shall be in U.S. Dollars.

4. **Vested Trip Allocation, Concurrency Compliance, and Impact Fee Credits.**

4.1 Vested Trip Allocation. As determined by the Traffic Study, upon satisfaction of OWNER's obligation to pay the Fair Share amount, the COUNTY shall assign to OWNER 184 gross PM peak hour two-way vehicular trips for the development on the PD Property of up to 184 single-family detached residential units (the "**Vested Trips**").

4.2 Concurrency Satisfaction. Upon assignment of the Vested Trips to OWNER the PD Property shall be considered to have satisfied COUNTY transportation concurrency requirements for development not to exceed the number of Vested Trips hereby granted. Vested Trips shall be considered automatically assigned to the owner of any parcel within the PD Property if said Vested Trips are allocated to said parcel pursuant to any COUNTY-approved Preliminary Subdivision Plan or Development Plan or otherwise specifically assigned by OWNER to a successor-owner of any parcel within the PD Property or to another parcel of land lying within the Town Center SAP.

4.3 Impact Fee Credits. Upon OWNER's payment of the Fair Share to the COUNTY, OWNER shall be entitled to receive transportation impact fee credits ("**Credits**") in an amount equal to the Fair Share payment made. COUNTY shall establish a single transportation impact fee credit account for the benefit of OWNER. Within forty-five (45) days after OWNER's payment of the Fair Share, COUNTY shall award such Credits to OWNER.

5. **Conveyance of APF Land by OWNER.** OWNER shall convey the APF Land to the COUNTY as follows:

5.1 APF Right-of-Way. Right-of-way in fee simple for the following transportation improvements/roads (depicted as APF ROW on the PD UNP) ("**APF ROW**"):

APF LAND TYPE

ACREAGE

Avalon Road (C.R. 545 ROW)

Approximately 0.76 acres

6. **APF Deficit.** The APF Ratio requires that OWNERS convey to COUNTY approximately **9.82** acre(s) of APF Land. This Agreement provides for conveyance of approximately **0.76** acre(s) of APF Land, thereby creating a **9.06** acre APF deficit.

7. **Satisfaction of APF Deficit.** Prior to COUNTY approval of the Plat, OWNER shall satisfy the APF deficit of **9.06** acres by either (i) acquiring **9.06** acres of APF acreage credits from an APF surplus owner in Town Center SAP or, at OWNERS' election and in accordance with the APF/TDR ordinance, (ii) paying to COUNTY an APF fee of \$52,403.97 per acre, for the **9.06** acre deficit, for a total of \$474,779.97 to account for the APF deficit, representing OWNER's full and final APF contribution for the PD Property (the "**APF Fee**"). If APF acreage credits are acquired from an APF surplus owner in Town Center SAP, the acquired APF acreage credits shall be delivered by OWNER to COUNTY for cancellation on the appropriate records of COUNTY prior to COUNTY approval of the Plat. If payment is made to the COUNTY for the APF deficit, OWNER understands and agrees that payment of the APF Fee by OWNER shall occur prior to COUNTY approval of the Plat.

8. **Conveyance Procedure.**

8.1 **APF ROW.** The conveyance of the APF ROW shall be in fee simple by plat dedication or general warranty deed, free and clear of all liens and encumbrances, except for easements and other matters of record recorded prior to the Effective Date acceptable to COUNTY, if any. If by plat dedication, the rest of this paragraph and the following paragraphs 8.3 and 8.4 of this Section shall not apply to the conveyance of the APF ROW. OWNER shall pay all costs associated with the conveyance of the APF ROW, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the APF ROW shall be prorated as of the date of transfer of title and said prorated amount shall be paid to Orange County, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full for the year of conveyance.

8.2 **Title Policy.** No less than ninety (90) days prior to conveyance, OWNER shall deliver to COUNTY, at OWNER's sole cost and expense, an updated current commitment to issue an Owner's Policy of Title Insurance for such conveyance naming COUNTY as the insured (the "**Title Commitment**"). The original Owner's Policy of Title Insurance (the "**Title Policy**") shall be delivered to COUNTY within thirty (30) days after the conveyance of the APF ROW.

8.3 **Environmental Assessment.** Not later than sixty (60) days prior to conveyance, OWNER shall submit to COUNTY a current (within 6 months of conveyance to COUNTY) Phase I Environmental Assessment of the areas encompassed by the APF ROW. The Phase I Environmental Assessment shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule ("AAIFR") and with the most current standards set forth in the American Society for Testing and Materials ("ASTM") E-1527. Initial reports shall be completed within 180 days prior to conveyance. Updated reports may be submitted but under no circumstance will reports older than one year from the original report date be accepted. All reports conducted for a user other than the COUNTY shall include a reliance letter that is either part of the report or as a separate document indicating that Orange County, Florida may rely on the findings outlined in the report.

In the event the Phase I Environmental Assessment presents a matter of concern, as determined by COUNTY, then prior to conveyance, OWNER shall submit to COUNTY a Phase II Environmental Assessment. The Phase II Environmental Assessment shall be conducted in

accordance with the requirements of the AAIFR and the most current standard ASTM E-1903. If the Phase II Environmental Assessment is performed and reveals the need for remediation to the subject APF ROW, one of the following events shall occur: (i) OWNER shall remediate the APF ROW to COUNTY's satisfaction prior to conveyance; or (ii) OWNER and COUNTY shall negotiate and enter into a separate agreement whereby OWNER shall pay the full cost of remediation; or (iii) COUNTY may terminate this Agreement at its option.

8.4 Compliance with Section 286.23, Florida Statutes. OWNER shall execute and deliver to COUNTY the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

8.5 Value of APF Land and Entitlement to Impact Fee Credits. The APF/TDR Ordinance contemplates the OWNER's entitlement to obtain impact fee credits for certain APF Land conveyances, in accordance with Chapter 23 of the Orange County Code (the "**Impact Fee Ordinance**") and as further described in Section 10 below.

9. Refinement of Size and Location of APF Land. The size and location of the APF Land as depicted on the PD UNP are approximate, although the final size and location shall be substantially similar to those shown on the PD UNP. The dimensions and location(s) for a particular component of the APF Land shall be finalized by COUNTY and OWNER prior to COUNTY approval of the preliminary subdivision plan or development plan for the PD Property, which will include the APF Land, and shall be in full compliance with this Agreement. COUNTY and OWNER agree that the legal descriptions used to convey the APF Land to COUNTY may be revised based upon final engineering.

10. **Award of Impact Fee Credits for APF Land.**

10.1 Award. In accordance with Policy 4.2.1 of the Future Land Use Element of the COUNTY's Comprehensive Plan, the APF/TDR Ordinance, and Article IV of Chapter 23 of the Orange County Code (the "**Transportation Impact Fee Ordinance**"), OWNER is entitled to obtain transportation impact fee credits at the rate of \$22,500.00 per acre (or such higher amount as may be approved by the BCC following execution of this Agreement but prior to conveyance) for the conveyance of its portion of the APF ROW. For informational and illustrative purposes only, the amount of transportation impact fee credits expected to be received by OWNER from COUNTY for the conveyance of an expected 0.76 acres of APF ROW, at the rate of \$22,500.00 per acre, is \$17,100.00.

10.2 Deductions. For purposes of the foregoing, COUNTY shall make deductions from an OWNER's impact fee credit account from time to time only upon receipt of written direction from OWNER (or from such person or entity to whom OWNER expressly may assign this authority, in writing, in the future), to effect the particular deduction.

10.3 Assignment. Nothing herein shall prevent OWNER from assigning impact fee credits as provided for in Chapter 23 of the Orange County Code as it may be amended from time to time.

10.4 Credit Balance Refund. Notwithstanding anything in the foregoing seemingly to the contrary, to the extent that OWNER pays impact fees to the COUNTY "under protest" in

connection with the development of the PD Property and there is thereafter an impact fee credit balance created in favor of OWNER pursuant to above, then upon reasonable request and in compliance with the Orange County Code and its usual procedures, the COUNTY shall refund such impact fees to OWNER (or to such person or entity to whom OWNER expressly may assign the right to receive such refund) and shall make deduction from the appropriate impact fee credit account in the amount of any such refund. This Agreement shall serve as the agreement contemplated by Section 23-95(d) of the Orange County Code for the refund of such impact fees.

11. **Option on Conveyance.** As an alternative to conveyance prior to or in connection with PD UNP approval, OWNER has elected to convey at a later time, as contemplated by Sec. 30-714 of the APF/TDR Ordinance, as more particularly set forth below. Conveyance shall be defined as submittal of all conveyance documents required by this Agreement, including approval by COUNTY in accordance with COUNTY's procedures, and recordation of the deed(s) or plats.

The parties agree that, prior to conveyance to COUNTY, OWNER shall have the reasonable right to grade and to import or export fill material upon the APF Land, subject to and in accordance with an approved grading permit and/or excavation fill permit. Further, OWNER agrees to relinquish control of the APF Land, and convey such APF Land to COUNTY, (i) prior to COUNTY approval of the Plat, or (ii) within 120 days after demand by COUNTY, whichever occurs first. If conveyance is to occur under clause (ii) of the immediately preceding sentence, and conveyance does not occur within such 120-day period, the Manager of COUNTY's Real Estate Division may grant one extension of up to 120 days to complete the conveyance. OWNER acknowledge and agree that any development in connection with the PD Property shall not proceed beyond five percent (5%) of the PD Property's entitlements prior to such conveyance and/or payment of any required APF Fee in lieu of conveyance. Until such time as the conveyance process begins, each OWNER may continue to use the APF Land in a manner consistent with COUNTY's intended use.

With respect to the APF Land, OWNER shall continue to be responsible for any and all risk of injury and property damage attributable to the acts or omissions of its officers and employees and agrees to defend, indemnify, and hold harmless COUNTY and its officers, employees, and agents from and against all claims, actions, losses, judgments, fines, liabilities, costs, and expenses in connection therewith. More specifically, to the extent permitted by law, OWNER shall indemnify and hold harmless COUNTY, its officers, agents, and employees from and against any all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions (including, without limitation, reasonable paralegal, attorney, and other legal fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of OWNER, its agents, and/or representatives, arising out of its activities related to the APF Land. In addition, without limiting the foregoing, in the event that any act or omission of OWNER, its agents, and/or representatives, arising from or related to this Agreement, results in any spill or release of hazardous materials or other pollutants, as those terms are defined in federal and state environmental laws and regulations including, without limitation, any petroleum-based substances, then, to the extent permitted by law, OWNER shall indemnify and hold harmless COUNTY, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions, including, without limitation, all reasonable actual cleanup and/or remediation costs and expenses expended by COUNTY at the direction of any federal or state agency having jurisdiction, and further

including, without limitation, reasonable paralegal, attorney, and other legal fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. OWNER shall be responsible for the immediate notification to COUNTY of any environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that may result in a claim for damages, or that occurs as a result of OWNER's activities related to the APF Land.

In the event that any of the above occurs, COUNTY may refuse to accept conveyance of the APF Land and COUNTY may require that OWNER (i) pay an APF Fee in lieu of conveyance and/or (ii) convey alternative adequate public facilities land(s) acceptable to COUNTY. Notwithstanding anything seemingly or actually to the contrary above, the parties acknowledge and agree that satisfaction of OWNER's APF obligations must take place prior to COUNTY approval of the Plat.

12. **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.

13. **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.

13.1 **Limitations on COUNTY's Remedies.** Upon any failure by OWNER to perform any obligation 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.

13.2 **Limitations on OWNER's Remedies.** Upon any failure by COUNTY to perform any obligation 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.

All parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by another party. 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.

14. **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.

15. **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.

16. **Notices.** Any notice required or allowed to be delivered hereunder 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 parties delivered in accordance herewith.

COUNTY:                   Orange County, Florida  
                                  c/o County Administrator  
                                  Post Office Box 1393  
                                  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:                   The Diocese of Orlando  
                                  Attn: Scott Ferguson  
                                  50 East Robinson Street  
                                  Orland, Florida 32801

With copy to:         Baker & Hostetler LLP  
                                  Attn: Alberto S. Bustamante, III, Esq.  
                                  200 South Orange Avenue, Suite 2300  
                                  Orlando, Florida 32801

CONTRACT                      Dream Finders Homes LLC  
PURCHASER:                  Attention: Dan Edwards  
   8529 South Park Circle #130  
   Orlando, Florida 32819

With copy to:                  Shutts & Bowen LLP  
   Attention: Juli S. James, Esq.  
   300 South Orange Avenue, Suite 1600  
   Orlando, Florida 32801

17.     **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.

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

19.     **Interpretation.** This Agreement shall not be construed more strictly against one party than against the others 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.

20.     **Attorneys' Fees.** Each party to this Agreement agrees to bear its own attorneys' fees and costs in connection with all actions to be undertaken in compliance with, and enforcement of, this Agreement.

21.     **Survival.** The obligations of this Agreement shall survive the conveyance of the APF Land to COUNTY.

22.     **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.

23.     **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 agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.

24.     **Counterparts.** This Agreement may be executed in up to three (3) counterparts, each of which taken together shall constitute one and the same instrument and any party or signatory hereto may execute this Agreement by signing any such counterpart.

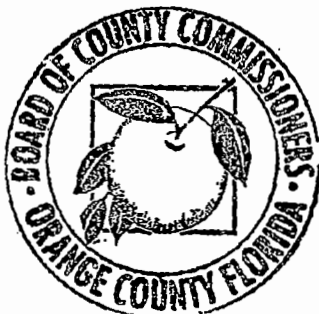
25. **Authority to Contract.** The execution of this Agreement has been duly authorized by the appropriate body or official of each party hereto.

26. **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.

27. **Utilities.** This Agreement does not address utility requirements. The OWNER shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines for the PD Property.

[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: March 7, 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

John G. Noonan, as Bishop of the Diocese of  
Orlando, his successors in office, a corporation sole

Date:

1/24/23

WITNESSES:

SR. MARIA ACOSTA, SCTJM

Print Name: Sr Maria Acosta, SCTJM

[Signature]

Print Name: Scott Ferguson

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 24 day of January, 2023, by **JOHN G. NOONAN, AS  
BISHOP OF THE DIOCESE OF ORLANDO, HIS SUCCESSORS IN OFFICE, A  
CORPORATION SOLE**, who is personally known to me or has produced  
— (type of identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day  
of January, 2023.



Claire R. Brothers

Notary Public

Print Name: Claire R. Brothers

My Commission Expires: 5/25/25

**JOINDER AND CONSENT TO ADEQUATE PUBLIC FACILITIES AND ROAD  
NETWORK MITIGATION AGREEMENT FOR HORIZON WEST-TOWN CENTER  
DIOCESE SUBDIVISION PD/UNP**


By executing this Joinder and Consent to the Adequate Public Facilities and Road Network Mitigation Agreement for Horizon West-Town Center Diocese Subdivision PD/UNP (this “Joinder”) where indicated below, the undersigned, Dream Finders Homes LLC, a Florida limited liability company, or its assigns (“Contract Purchaser”), as the contract purchaser of the “PD Property,” as such term is defined in the foregoing Adequate Public Facilities and Road Network Mitigation Agreement for Horizon West-Town Center Diocese Subdivision PD/UNP by and between Orange County, a charter county and political subdivision of the State of Florida (“County”), and Diocese of Orlando, a corporation sole (the “APF Agreement”), to which this Joinder is attached, hereby joins in and consents to the APF Agreement the terms and conditions thereof, and the recording of the same against the PD Property.

Furthermore, in the event that Contract Purchaser acquires the PD Property prior to the recording of the APF Agreement, then, following the recording of the APF Agreement, Contract Purchaser agrees that the rights and privileges of County set forth in the APF Agreement shall not be disturbed or impaired, and that Contract Purchaser shall be bound, and the PD Property shall be encumbered, by the terms and conditions of the APF Agreement to the same extent as if Contract Purchaser had entered into the APF Agreement with County or if the APF Agreement had been recorded prior to Contract Purchaser acquiring title to the PD Property.

*[Signature on following page]*


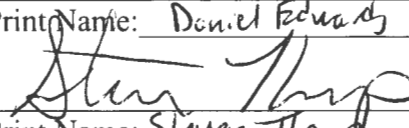
**"Contract Purchaser"**

**DREAM FINDERS HOMES LLC,**  
a Florida limited liability company

By:   
Gerry Boeneman,  
Division President-Central Florida

Date: 01/19/23

**WITNESSES:**

  
Print Name: Daniel Edwards  
  
Print Name: Steven Thorpe


STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization, this 19<sup>th</sup> day of January, 2023 by Gerry Boeneman, as Division  
President-Central Florida of **DREAM FINDERS HOMES LLC**, a Florida limited liability  
company, who is personally known to me or has produced \_\_\_\_\_ (type of  
identification) as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>th</sup>  
day of January, 2023.



TYLER WILLIAMS  
Commission # GG 960740  
Expires February 20, 2024  
Bonded Thru Budget Notary Services

  
Notary Public  
Print Name: Tyler Williams  
My Commission Expires: 2/20/2024

**Exhibit "A"**

**DEPICTION OF PD PROPERTY**



**Exhibit "B"**

**LEGAL DESCRIPTION OF PD PROPERTY**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 23 SOUTH, RANGE 27 EAST  
OF ORANGE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE RUN  
NORTH 89°51'10" EAST ALONG THE SOUTH LINE OF SAID SECTION 17 FOR A  
DISTANCE OF 55.00 FEET TO THE A EASTERLY RIGHT OF WAY LINE OF STATE  
ROAD 545, AND POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, THENCE RUN N 00°11'37" E ALONG SAID  
EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1325.64 FEET; THENCE RUN N  
89°52'54" E DEPARTING SAID RIGHT OF WAY LINE AND ALONG THE NORTH LINE OF  
THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 17, FOR A DISTANCE OF  
1959.93 FEET; THENCE RUN S 00°03'10" E DEPARTING SAID NORTH LINE, A  
DISTANCE OF 1324.63 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 17,  
TOWNSHIP; THENCE RUN S 89°51'10" W ALONG SAID LINE, FOR A DISTANCE OF  
1965.63 FEET TO THE POINT OF BEGINNING.

**Exhibit "C"**

**Table 5  
Proportionate Share Calculations**

Segment Length	Improved Lanes	Segment Cost*	Added Capacity	Cost/ Trip	Deficient Trips	Prop Share
<b>26 - Avalon Rd from Porter Rd to New Independence Pkwy</b>						
0.92	4	\$15,501,283	1,120	\$13,841	17	\$235,297
<b>26.1 - Avalon Rd from New Independence Pkwy to Malcom Rd</b>						
1.20	4	\$20,219,064	1,120	\$18,053	41	\$740,173
<b>26.5 - Avalon Rd from Malcom Rd to Tilden Rd</b>						
2.50	4	\$42,123,050	1,120	\$37,610	14	\$526,540
<b>Total Proportionate Share</b>						<b>\$1,502,010</b>

\* Based on generalized County cost of \$4,212,305/lane-mile