



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-501, **Version:** 1

Interoffice Memorandum

DATE: March 27, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Tanya Wilson, AICP, Director Planning, Environmental and Development Services Department

CONTACT: Mitchell Glasser, Manager

PHONE: 407-836-5190

DIVISION: Housing and Community Development Division

ACTION REQUESTED:

Approval and execution of Multi-Family Affordable Housing Developer's Agreement for Impact Fee Exemption (Southwick Commons) by and among Orange County, Florida, the City of Apopka, Southwick Commons, LTD, and The School Board of Orange County, Florida, in the amount of \$1,296,192 for units that are defined as affordable. District 2. (Housing and Community Development Division)

PROJECT: Multi-Family Affordable Housing Developer's Agreement for Impact Fee Exemption (Southwick Commons)

PURPOSE: Southwick Commons, LTD, is the owner of a certain tract of real property upon which it plans to construct a multi-family affordable housing project to be known as Southwick Commons. The project is located at 520 Brighton Avenue in Apopka, Florida and will consist of 192 units, which will be rented to low-income households whose average household income does not exceed 80 percent of the area median income.

On June 22, 2021, Orange County adopted Ordinance No. 2021-28 which provides the opportunity for exemption from the payment of school impact fees for certain affordable housing projects in accordance with Section 163.31801, Florida Statutes. Southwick Commons, LTD, requested to enter into a Multi-Family Affordable Housing Developer's Agreement among Orange County, Florida, the City of Apopka, and The School Board of Orange County, Florida to be exempted from the payment of school impact fees. The County desires to provide the impact fee exemptions in the amount of

\$1,296,192 for units that are defined as affordable and that shall remain affordable for a period of 20 years.

BUDGET: N/A

BCC Mtg. Date: April 22, 2025

Return to:
Orange County Housing
and Community Development Division
525 E. South Street Orlando, FL 2801-2891
Attn: Angela Abrusci

**MULTI-FAMILY AFFORDABLE HOUSING
DEVELOPER'S AGREEMENT FOR
IMPACT FEE EXEMPTION
(Southwick Commons)**

THIS MULTI-FAMILY AFFORDABLE HOUSING DEVELOPER'S AGREEMENT FOR IMPACT FEE EXEMPTION ("Agreement") is entered into by and among ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose address is 525 East South Street, Orlando, FL 32801 (the "**County**"), THE CITY OF APOPKA, a municipal corporation of the State of Florida, whose address is 120 E Main St, Apopka, FL 32703 (the "**City**"), SOUTHWICK COMMONS, LTD, a Florida limited partnership whose address is 1105 Kensington Park Drive, Suite 200, Altamonte Springs, FL 32714 (the "**Owner**") and THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, whose address is 445 West Amelia Street, Orlando, FL, 32801 (the "**School Board**").

RECITALS

WHEREAS, the Owner owns that certain tract of real property, as described in **Exhibit "A,"** attached hereto and incorporated herein by reference (the "**Property**") which is located entirely within the City; and

WHEREAS, the Owner intends to develop a multi-family rental affordable housing project to be known as **Southwick Commons**, (the "**Project**") on the Property; and

WHEREAS, via Article V of Chapter 23 of the Orange County Code (the "SIF Ordinance"), the County has imposed a countywide School Impact Fee ("SIF") which applies within the municipalities within the County, including the City, for the benefit of the School Board; and

WHEREAS, the County and the School Board find creating affordable housing opportunities for low to extremely low-income residents of Orange County, Florida to be a valid public purpose under the laws of the State of Florida; and

WHEREAS, in accordance with Section 163.31801, F.S., as may be amended from time to time, the County adopted Ordinance No. 2021-28, which, in part, provided an opportunity for exemption from the payment of SIF for certain affordable housing projects; and

WHEREAS, the County supports the exemption of all or a portion of SIF, and the School Board supports the exemption of all or a portion of SIF for the purpose of providing affordable rental units for lower income Orange County, Florida residents.

WHEREAS, in accordance with Section 23-142(a)(2) of the SIF Ordinance, the Project lies within the municipal boundaries of the City, and, as such, the City is responsible for collecting SIF and then transferring the fees to the School Board; and

WHEREAS, the location of the Project necessitates that the City be a party to this Agreement

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in addition to the County, however, the County and the City shall have the right to enforce the provisions of this Agreement with regard to the affordability of the Project; and

WHEREAS, the City acknowledges that the SIF described herein pertain to the School Board and the City is not entitled to receive any portion of the SIF described herein; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein as a material part of this Agreement.

Section 2. Definitions. In construing this Agreement, the following words, phrases, and terms shall have the following meanings, unless the context requires otherwise:

- A. *Affordable* shall be defined as a rental development in which monthly rents including utilities do not exceed thirty percent (30%) of that amount which represents the percentage of the median adjusted gross annual income for an Eligible Household, as defined in 420.9071(11), Florida Statutes, and as may be amended.
- B. *Affordable Units* shall be defined as those rental units described in Section 3 hereof.
- C. *Orlando Metropolitan Statistical Area ("MSA")* shall include the counties of Orange, Lake, Seminole, and Osceola in the State of Florida as well as the municipalities within their respective jurisdictions.

Section 3. Scope of Project.

The Project shall consist of one hundred ninety-two (192) multi-family units. Specifically, five (5) units shall be set aside and rented only to those households whose household income does not exceed twenty-two percent (22%) of the MSA median income, twenty-nine (29) units shall be set aside and rented only to those households whose household income does not exceed thirty percent (30%) of the MSA median income, one hundred twenty-three (123) units shall be set aside and rented only to those households whose income does not exceed sixty percent (60%) of the MSA median income, and thirty-five (35) units shall be set aside and rented only to those households whose income does not exceed eighty percent (80%) of the MSA median income; provided, however, the Owner may alter the foregoing unit mix with the County's, the City's, and the School Board's prior consent and approval (not to be unreasonably withheld, conditioned or delayed), so long as the average income of the Project's residential tenants is no greater than 60% AMI. To the extent permitted by all applicable governing law, Owner will give priority consideration to Orange County Public School employees for up to ten (10) housing units based on the applicant's ability to meet eligibility standards and requirements. This obligation shall not be considered to supersede Owner's existing obligations relative to the units for which they have financial or regulatory responsibility.

Section 4. Exemption of Payment of School Impact Fees; Credit Account.

- A. Section 23-161(b) of Article V, Chapter 23, Orange County Code, provides that the payment of all or a portion of SIF may be exempted for housing that meets or exceeds the definition of "affordable" pursuant to Section 163.31801(11), Florida Statutes, 2024, as may be amended, provided the level and duration of such affordability is documented to the County's and City's satisfaction prior to the granting of any impact fee exemption.

- B. Upon execution of this Agreement, and assuming continued compliance with the terms hereof, the Owner shall have documented the affordability of the Project to the County's and City's satisfaction; provided, however, that only those units defined as Affordable Units hereunder shall be entitled to an exemption from SIF. The total amount of SIF exempted under this agreement is One Million Two Hundred Ninety-Six Thousand One Hundred Ninety-Two Dollars (\$1,296,192).

Section 5. Restrictive Covenant.

- A. The Owner acknowledges that this Agreement creates a restrictive covenant and that such covenant shall run with the Property.
- B. The Owner, its successors and assigns shall utilize the Property for the rental of one hundred ninety-two (192) multi-family housing units. Specifically, five (5) units shall be set aside and rented only to those households whose household income does not exceed twenty-two percent (22%) of the MSA median income, twenty-nine (29) units shall be set aside and rented only to those households whose household income does not exceed thirty percent (30%) of the MSA median income, one hundred twenty-three (123) units shall be set aside and rented only to those households whose income does not exceed sixty percent (60%) of the MSA median income, and thirty-five (35) units shall be set aside and rented only to those households whose income does not exceed eighty percent (80%) of the MSA median income; provided, however, the imputed incomes of the units may be changed throughout the Affordability Period to the extent permitted by FHFC, as long as after such change the average of the imputed incomes for the units remains at or below 60% of AMI. Rent levels of the 192 units shall be in accordance with Section 7 of this Agreement, for a period of thirty (30) years from the date of issuance of the first certificate of occupancy (the "Project Affordability Period"). Provided further, however, that Owner's senior lender, junior lenders or any subsequent mortgagee shall, at its option, have the right to foreclose on the Property with this restrictive covenant in place or, in the alternative, to pay the County, the principal amount of One Million Two Hundred Ninety-Six Thousand One Hundred Ninety-Two Dollars (\$1,296,192) in order to obtain from the County a release of the restrictive covenant provisions as set forth herein. Owner's senior lender, junior lenders or subsequent mortgagee shall pay for the cost of recording any such release and any other expenses incident thereto.

Section 6. Income Verification.

- A. The Owner shall verify the household income of the occupants of the Affordable Units prior to the initial occupancy of such units. Income verifications shall be performed for such units on an annual basis thereafter.
- B. The Owner shall maintain complete and accurate records of the income for each of the qualifying occupants and the rents charged for the Affordable Units. All records shall be maintained in accordance with Chapter 67-37, Florida Administrative Code, or the HUD income limits, whichever is more restrictive. The Owner shall permit any duly authorized representative of the County or School Board to inspect the books and records upon reasonable notice.
- C. The Owner shall furnish to the County's Housing and Community Development Division an Annual Report demonstrating all Affordable Units are in compliance with this Agreement. Similar reports required by Florida Housing Finance Corporation may be used to satisfy this requirement. Copies shall be submitted on annual basis subsequent to the

issuance of the first certificate of occupancy for the Project. Owner shall provide a copy to School Board's Facilities Planning Department.

Section 7. Rents, Lease Provisions, and Administration.

- A. The Owner agrees that the initial gross rents charged for the Affordable Units shall comply with the gross rent restrictions established by the Florida Housing Finance Corporation or the HUD rent limits, whichever is more restrictive, adjusted for family size and number of bedrooms.
- B. The Owner may, for good cause, refuse to rent the Affordable Units to individuals or families who otherwise meet the income and eligibility guidelines set forth herein. Good cause may include, but shall not be limited to, the failure of the applicant to comply with the terms and conditions of past rental agreements.
- C. For purposes of complying with the requirements of this Agreement, if the income of an individual or family renting an Affordable Unit initially meets the applicable income limitation at the commencement of occupancy of the unit, the income of such individual or family shall be treated as continuing to not exceed the applicable income limits so long as the rent charged for such Affordable Unit remains in accordance with the gross rent restrictions established by the Florida Housing Finance Corporation and Section 7 of this Agreement. The preceding sentence shall cease to apply to any individual or family whose income, as of the most recent determination, exceeds one hundred forty percent (140%) of the applicable income limit.
- D. Owner shall not be deemed to have breached this Agreement if in verifying the household income of the occupants of the Affordable Units, Owner (i) has relied in good faith upon information supplied to Owner by the occupant; (ii) has no reason to believe such information is false; and (iii) shall have complied with all requirements of this Agreement with respect to verification of household income.
- E. The Owner or its management company shall obtain a certification of income for each prospective tenant prior to admission to the Project. Source documentation for each adult household member shall be obtained to support income claims. The form of certification shall be as required by the Florida Housing Finance Corporation. Should the annual income recertification of such households result in non-compliance with income occupancy requirements, the next available unit must be rented to a qualifying household to ensure continuing compliance of the Project.
- F. The Owner shall not discriminate against any person or family on the grounds of race, color, national origin, religion, familial status, sex, sexual orientation, or disability. The Owner shall comply with the applicable provisions of the Human Rights Ordinance, Chapter 22 of the Orange County Code, including, but not limited to, the Fair Housing provisions contained in Article IV, thereof, all as may be amended from time to time. The Owner shall abide by the following:
 - 1. The Owner shall provide rental information and attract eligible persons in the housing market area without regard to race, color, national origin, religion, sex, sexual orientation or disability.
 - 2. The Owner shall employ the Equal Housing Opportunity slogan, logo or statement in all solicitations for tenants and posters with the fair housing logo will be prominently displayed at the Project.

3. The Owner shall maintain records of its affirmative marketing efforts and keep them available for review by the County's Housing and Community Development Division staff.
 4. The Owner shall assess the success of its affirmative action efforts and when applicable, undertake all necessary corrective actions as mandated by the County, when affirmative marketing requirements are not met.
- G. The Owner shall not evict or terminate the tenancy of any tenant of any unit within the Project other than for good cause and shall not increase the gross rent with respect to any Affordable Unit in excess of the amount allowed herein.
- H. Upon receipt of the first certificate of occupancy, the Owner shall provide notice to the County that they have received their certificate of occupancy.

Section 8. Default; Remedies.

- A. If the Owner breaches any provision set forth in this Agreement, other than the affordability levels contained in Section 5 and the rental requirements contained in Section 7, the Owner shall cure the breach within thirty (30) days of receiving notice of such breach. If the Owner is unable to cure the breach within the allotted thirty (30) days, the Owner shall request an extension of time not to exceed ninety (90) days. Any such request for extension shall be made in writing and shall be submitted to the County within the first thirty (30) days' time period. In such instances where the Owner is unable to correct the breach within the allotted thirty (30) daytime period, the Owner shall commence such correction(s) within the ninety (90) days, and thereafter diligently pursue the same to completion within such period. If the Owner fails to comply with the requirements of this Section, the Owner shall pay to the County the principal amount of One Million Two Hundred Ninety-Six Thousand One Hundred Ninety-Two Dollars (\$1,296,192), which is equal to the total sum of impact fees exempted pursuant to Section 4, hereof. Upon full repayment by the Owner to the County of the total sum of the exempted impact fees, this Agreement shall become null and void and shall automatically terminate.
- B. If the Owner rents any of the Affordable Units to individuals or families whose income is not in accordance with the affordability level provided for in Section 5 of this Agreement or rents any such unit above the applicable rental rate required in Section 7, the Owner shall be deemed to be in default of this Agreement resulting in the disqualification of the Affordable Units. Upon the disqualification of any Affordable Unit(s) by Orange County, Owner shall pay to the County the principal amount of One Million Two Hundred Ninety-Six Thousand One Hundred Ninety-Two Dollars (\$1,296,192), which is equal to the total sum of impact fees exempted pursuant to Section 4, hereof. Upon full repayment by the Owner to the County of the total sum of the exempted impact fees, this Agreement shall become null and void and shall automatically terminate.
- C. Notwithstanding the foregoing, the senior lender, junior lenders or subsequent mortgagee shall have the right, but not the obligation, to cure any default and the parties hereto agree that any cure of any default made or tendered by the senior lender, junior lenders or subsequent mortgagee shall be deemed to be a cure by the Owner and shall be accepted or rejected as if made or tendered by the Owner.
- D. In addition to any other remedies contained herein, in the event of a breach of any material term of this Agreement, the County may avail itself of any remedy available at law or

equity.

Section 9. Foreclosure.

- A. If the Owner's senior lender, junior lenders or subsequent mortgagee (other than HUD) forecloses on the Property, such lender or subsequent mortgagee shall, at its option, have the right to foreclose with the restrictive covenant contained in Section 5 in place or, in the alternative, pay the County the principal amount of One Million Two Hundred Ninety-Six Thousand One Hundred Ninety-Two Dollars (\$1,296,192) in order to obtain from the County, City, and School Board a release of the restrictive covenant provision contained herein.
- B. Owner's senior lender, junior lenders or subsequent mortgagee (other than HUD) shall pay for the cost of recording any such release and any other expenses incident thereto. To the extent required by law, the rights, duties, and obligations in this Agreement shall be subordinate to the provisions of the first mortgage.

Section 10. Sale or Transfer of the Project or any Building. The Owner shall not sell, exchange, assign, convey, transfer or otherwise dispose of the Property, the Project, or any building in the Project without prior written notice to the County, City, and School Board. The restrictions set forth in this Section 10 shall not be applicable to any transfer pursuant to or in lieu of a foreclosure or any exercise of remedies pursuant to the provisions of the first mortgage.

Section 11. Waiver of Breach. Waiver of breach of one covenant or condition of this Agreement is not a waiver of breach of other covenants and conditions of this Agreement, or of a subsequent breach of the waived covenants or conditions.

Section 12. Applicable Law. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement, all legal action necessary to enforce the provisions of this Agreement will be held in Orange County, Florida. Venue for any litigation involving this Agreement shall be the Circuit Court in and for Orange County, Florida.

Section 13. Notices. Any notices required or allowed hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; (b) national express air courier, provided such courier maintains written verification of actual delivery; (c) facsimile; or (d) U.S. Mail, Certified, Return Receipt. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent. Any notice or other communication given by the means described in subsection (c) above shall be deemed effective the date on which the facsimile transmission occurs or if such date is not a business day on the business day immediately following the date on which the facsimile transmission occurs, any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

COUNTY: Orange County
 Housing and Community Development Division
 Attn: Manager
 525 East South Street
 Orlando, Florida 32801

COPY: County Administrator

Orange County Administration
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801

SCHOOL BOARD: School Board of Orange County Florida
Attn: Superintendent
445 West Amelia Street
Orlando, Florida 32801

COPY: Orange County Public Schools
Attn: Facilities Planning Department
6501 Magic Way, Building 200
Orlando, FL 32809

CITY: City of Apopka
120 E Main St
Apopka, FL 32703
Attn: Mayor of Apopka

COPY: Clifford Shepard, Esq.
2300 Maitland Center Pkwy, Suite 100
Maitland, FL 32751

OWNER: Southwick Commons, LTD.
1105 Kensington Park Drive, Suite 200
Altamonte Springs, FL 32714
Attn: Ryan von Weller

COPY: Lowndes, Drosick, Doster, Kantor & Reed, P.A.
215 N. Eola Dr
Orlando, FL 32801
Attn: Rebecca Wilson, Esq.

SENIOR LENDER: JPMORGAN CHASE BANK, N.A.
111 Polaris Pkwy
Columbus, OH 43240
Attn: Servicing

SUBORDINATE
LENDERS: Florida Housing Finance Corporation
227 N Bronough Suite 5000
Tallahassee, FL 32301

Section 14. Incorporation of County Policies. This Agreement shall be read in conjunction with and be subject to all applicable County regulations, policies, resolutions, and ordinances; such County regulations, policies, resolutions, and ordinances are incorporated herein by reference.

Section 15. Termination of Approvals. The City, in consultation with the County and School Board, shall have the right to terminate all approvals and acceptances granted by this Agreement in the event Owner fails to comply with any of the terms and conditions of this Agreement. All approvals granted by this Agreement are conditioned upon the continued compliance with the terms of this Agreement as well as the payment of the applicable impact fees at the appropriate time,

including the payment of school impact fees as outlined in Section 4 hereof.

Section 16. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the County, the City, the School Board, and the Owner and no right or cause of action shall accrue to or for the benefit of any third party.

Section 17. Assignment. The Owner shall not assign, sell, bargain, convey or transfer its interest in this Agreement without the prior written consent of the County, the City, and the School Board.

Section 18. Recordation of the Agreement. The parties hereto agree that a fully executed original of this Agreement shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida. The obligations imposed in this Agreement shall be deemed a restrictive covenant which shall run with the Property and shall be binding upon Owner's successors and assigns. The County, City, and School Board, or any successor agency or entity will, from time to time and upon the request of the Owner, execute and deliver estoppel letters affirming the status of this Agreement.

Section 19. Severability. If any sentence, phrase, paragraph, provision, or portion of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity or the balance of this Agreement.

Section 20. Entire Agreement and Modification. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved and executed by the authorized representatives of the respective parties.

Section 21. No Partnership or Agency. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relations of principal/agent, employer/employee, or joint venture partnership between the parties.

Section 22. Land Use Approvals. This Agreement shall not be construed as granting, assuring, or in any way indicating any future grant of any land use, zoning, or density approvals, development approvals, permissions, or rights with respect to the Property.

Section 23. Effective Date; Term. This Agreement shall become effective upon the date of full execution by the authorized representatives of the Owner, the County, the City, and the School Board, and, except as otherwise set forth in Section 8 hereof, shall terminate thirty (30) years from the date of issuance of the first certificate of occupancy for the Project.

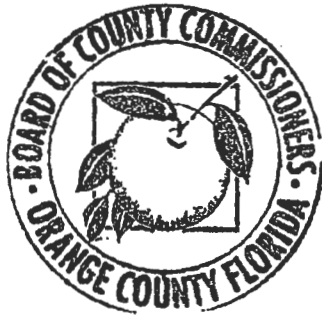
Section 24. Headings. The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 25. Counterpart Signatures. This Agreement may be executed in one or more counterparts, all of which shall constitute, collectively, one and the same instrument.

***(REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW)***

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

"COUNTY"



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: *Jerry L. Demings*

for Jerry L. Demings
Orange County Mayor

Date: April 22, 2025

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

BY: *Phil Diamond*

Deputy Clerk

(ADDITIONAL SIGNATURE PAGES TO FOLLOW)

"SCHOOL BOARD"

Signed and sealed in the presence of:

**THE SCHOOL BOARD OF ORANGE COUNTY,
FLORIDA**, a body corporate and political subdivision
of the State of Florida

Cynthia Gomez
Print Name: Cynthia Gomez
445 W. Amelia St., Orlando, Florida 32801

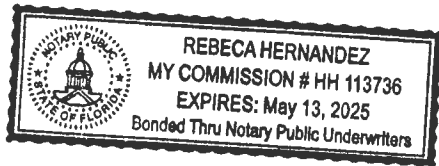
By: Teresa Jacobs
Teresa Jacobs, Chair

Nancy L. Conaven
Print Name: Nancy L. Conaven
445 W. Amelia St., Orlando, Florida 32801

Date: 3/11/25

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of March, 2025 by Teresa Jacobs, Chair of The School Board of Orange County, Florida; a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who ☒ is personally known to me or ☐ had produced _____ (type of identification) as identification.



AFFIX NOTARY STAMP

Rebeca Hernandez
NOTARY PUBLIC OF FLORIDA
Print Name: Rebeca Hernandez
Commission No: HH 113736
Expires: 5/13/25

(ADDITIONAL SIGNATURE PAGES TO FOLLOW)

Signed and sealed in the presence of:

Cynthia Gomez
Print Name: Cynthia Gomez
445 W. Amelia St., Orlando, Florida 32801

Nancy L. Conover
Print Name: Nancy L. Conover
445 W. Amelia St., Orlando, Florida 32801

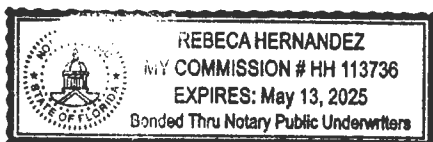
**THE SCHOOL BOARD OF ORANGE COUNTY,
FLORIDA**, a body corporate and political subdivision
of the State of Florida

Attest: Maria Vazquez
Maria Vazquez, Ed.D., as its
Superintendent

Date: 3-10-25

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of March, 2025 by Maria Vazquez, Ed.D. as Superintendent of The School Board of Orange County, Florida; a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who ☒ is personally known to me or ☐ had produced _____ (type of identification) as identification.



AFFIX NOTARY STAMP

Rebeca Hernandez
NOTARY PUBLIC OF FLORIDA
Print Name: Rebeca Hernandez
Commission No: HH 113736
Expires: 5/13/25

Reviewed and approved by Orange County
Public School's Chief Facilities Officer

Rory A. Salimbene
Rory A. Salimbene, Chief Facilities Officer

Date: March 5, 2025

Approved as to form and legality by legal counsel
to The School Board of Orange County, Florida,
exclusively for its use and reliance.

Jad M. Brewer
Jad M. Brewer, Esq., Staff Attorney III

Date: March 4, 2025

(ADDITIONAL SIGNATURE PAGES TO FOLLOW)

Signed and sealed in the presence of:

Susan M Bone

Print Name: Susan M. Bone

Erin Arnold

Print Name: Erin Arnold

"CITY"

THE CITY OF APOPKA, FLORIDA, a municipal corporation of the State of Florida

By: Bryan Nelson

Bryan Nelson, Mayor

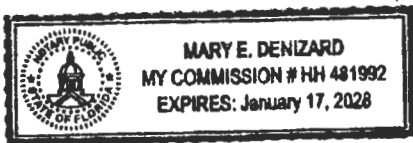
Date: 4-8-25

STATE OF FLORIDA

COUNTY OF ORANGE

)
) s.s.:
)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 8th day of April, 2025 by Bryan Nelson, Mayor of the City of Apopka; a municipal corporation of the State of Florida, on behalf of the City of Apopka, who ☒ is personally known to me or ☐ had produced _____ (type of identification) as identification.



AFFIX NOTARY STAMP

Mary E. Denizard
NOTARY PUBLIC OF FLORIDA


Print Name: Mary E. Denizard
Commission No: HH 481992
Expires: January 17, 2028

(ADDITIONAL SIGNATURE PAGE TO FOLLOW)

"OWNER"

Southwick Commons, LTD.,
a Florida Limited Partnership

By: Southwick Commons GP, LLC, its
General Partner


BY: 
Name: Jonathan L. Wolf
Title: Manager of General Partner

DATE: 02/12/2025

STATE OF: Florida)
) SS
COUNTY OF: Seminole)

This record was acknowledged before me on February 12, 2025, by Jonathan L. Wolf as Manager of Southwick Commons GP, LLC, General Partner of Southwick Commons, LTD., a Florida Limited Partnership, on behalf of the company who is:

- ☒ Personally known to me
☐ Produced identification. ID Type: _____


Signature Notary Public
Print, Type/Stamp Name of Notary

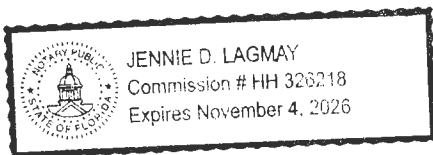


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

**Address(es): 520 Brighton Ave, Apopka, FL 32703; Apopka Blvd, Apopka, FL 32703
PID: 15-21-28-0000-00-001; 15-21-28-6756-00-191**

Southwick Commons

DESCRIPTION (PER TITLE INSURANCE COMMITMENT #11264903):

All of lots 4, 5, and a portion of Lot 3 of Block E, Lot 4, Block D and the portion of Lot 3, Block D, L.F. Tilden's Addition to Apopka City, according to the plat thereof as recorded in Plat Book A, Page 140, and a portion of vacated McGee Avenue and a portion of vacated Seventh Street and a portion of vacated Eight Street and a portion of Lots 19, 20, 21, 22, 23, 24, 25 and all of Lots 26 and 27, Payne Addition, according to the plat thereof, as recorded in Plat Book N, Page 56 of the Public Records of Orange County, Florida and a portion of vacated Hillside Avenue and all of Lots 1 thru 8 inclusive, and a portion of Lot 9, Block A, of Apopka Hills, according to the plat thereof, as recorded in Plat Book M, Page 24, of the Public Records of Orange County, Florida and a portion of vacated Ninth Street and a portion of Lots 2, 3, and 4 Gates Replat, according to the plat thereof, as recorded in Plat Book Q, Page 47, Public Records of Orange County, Florida and a portion of the Southwest quarter of Section 10, Township 21 South, Range 28 East and a portion of the Northwest quarter of Section 15, Township 21 South, Range 28 East, Orange County, Florida.

Being more particularly described as follows:

Begin at the Southeast corner of the Southwest quarter of Section 10, Township 21 South, Range 28 East, Orange County, Florida, said point being the Northeast corner of the Northwest quarter of Section 15, Township 21 South, Range 28 East, Orange County, Florida; thence South $00^{\circ}15'35''$ East, a distance of 672.11 feet along the East line of the Northeast quarter of the Northwest quarter of said Section 15 to the South line of the Northwest quarter of the Northwest quarter of the Northeast quarter of said Section 15 and the North line of the South half of vacated Right of Way per Official Records Book 5956, Page 4870 of the Public records of Orange County, Florida; thence South $89^{\circ}39'37''$ East, a distance of 151.31 feet along said South and North lines; thence departing said South and North lines, South $00^{\circ}20'20''$ West, a distance of 30.00 feet to the Northeast corner of Block A, Apopka Hills, according to the plat thereof, as recorded in Plat Book M, Page 24, of the Public Records of Orange County Florida and to a point on a non-tangent curve concave Easterly, having a radius of 85.35 feet, a central angle of $76^{\circ}18'56''$ and a chord bearing of South $06^{\circ}35'11''$ West; thence from a tangent bearing of South $44^{\circ}44'39''$ West, Southerly, a distance of 113.68 feet along the arc of said curve and the Easterly line of said Block A to the Northwest corner of Lot 1, Gates Replat, according to the plat thereof, as recorded in Plat Book Q, Page 47, Public Records of Orange County, Florida; thence South $33^{\circ}44'22''$ West, a distance of 29.90 feet along the West line of said Lot 1 to the Northwest corner of Lot 2 of said Gates Replat; thence South $56^{\circ}15'38''$ East, a distance of 150.00 feet along the North line of Lots 2 through 4 of said Gates Replat to the Northeast corner of said Lot 4; thence South $33^{\circ}44'22''$ West, a distance of 140.00 feet along the Easterly line of said Lot 4 to the East Right of Way line of Alabama Avenue (CR424); thence along said East Right of Way line the following five (5) courses and distances: North $56^{\circ}15'38''$ West, a distance of 294.07 feet to a point of curvature of curve concave Northeast, having a radius of 407.15 feet thence Northwesterly along the arc of said curve, through a central angle of $56^{\circ}00'03''$, a distance of 397.95 feet to a point of tangency; thence North $00^{\circ}15'35''$ West, a distance of 534.66 feet; thence North $89^{\circ}39'09''$ West, a distance of 3.31 feet; thence North $00^{\circ}58'56''$ East, a distance of 19.93 feet; thence departing said East Right of Way line, South $89^{\circ}03'59''$ East, a distance of 90.03 feet; thence North $01^{\circ}02'33''$ East, a distance of 119.26 feet; thence North $88^{\circ}50'05''$ West, a distance of 90.16 feet to the aforementioned East Right of Way line of Alabama Avenue (CR424); thence North $00^{\circ}58'56''$ East, a distance of 296.02 feet along the East Right of Way line to the South Right of Way line of East

Sixth Street; thence along said South Right of Way line the following three (3) courses and distances: South 89°08'26" East, a distance of 90.03 feet; thence North 87°07'05" East, a distance of 146.06 feet; thence South 89°39'09" East, a distance of 302.32 feet; thence departing said South Right of Way line, South 00°20'56" West, a distance of 443.46 feet to the South line of the Southeast quarter of aforesaid Section 10; thence North 89°30'28" West, a distance of 448.18 feet along said South line to the POINT OF BEGINNING.