



Interoffice Memorandum

November 20, 2023

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

FROM: Andres Salcedo, P.E., Acting Director *Andrés*
Planning, Environmental, and Development Services Dept.

**CONTACT PERSON: Mitchell Glasser, Manager
Housing and Community Development Division
407-836-5190**

SUBJECT: December 12, 2023 – Consent Item
Multi-Family Affordable Housing Developer’s Agreement for
Impact Fee Exemption (The Enclave at Lake Shadow)

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. MHP FL II Developer, LLC (“Developer”) is the owner of a certain tract of real property upon which it plans to construct a multi-family affordable housing project known as The Enclave at Lake Shadow, (the “Project”). As such, the Developer requested to enter into the Multi-family Affordable Housing Developer’s Agreement for Impact Fee Exemption (the “Agreement”) by and among the County, the Town of Eatonville, the Developer, and The School Board of Orange County, in order to be exempted from the payment of school impact fees.

The Project is located at 1010 Shadow Lake Circle, Town of Eatonville, Florida and will consist of 96 units, which will be rented to low-income households whose average household incomes do not exceed 60 percent of the area median income and shall remain affordable for a period of 20 years. The Developer has exceeded the definition of “affordable” in accordance with Section 163.31801, Florida Statutes (2023), and provided documentation of such to the County’s satisfaction prior to receiving any impact fee exemptions.

Page Two

December 12, 2023 – Consent Item

Multi-Family Affordable Housing Developer’s Agreement for
Impact Fee Exemption (The Enclave at Lake Shadow)

Upon execution of this Agreement and assuming continued compliance with the terms thereof, the Developer shall have documented the affordability of the Project to the County’s satisfaction. Only units that are defined as “affordable units” shall be entitled to an exemption from school impact fees. The county shall have the right to enforce the provisions of this agreement with regard to the affordability of the project. The total amount of impact fees exempted under the Agreement is \$648,096.

The County Attorney’s Office has reviewed the agreement as to form.

ACTION REQUESTED: Approval and execution of Multi-Family Affordable Housing Developer’s Agreement for Impact Fee Exemption (The Enclave at Lake Shadow) by and among Orange County, Florida, the Town of Eatonville, MHP FL II, LLC, and The School Board of Orange County, providing an exemption in the amount of \$648,096 in school impact fees for a 96-unit affordable housing multi-family development. District 2

AS:MG
Attachment

BCC Mtg. Date: December 12, 2023

INSTRUMENT PREPARED

BY:

Melissa N. VanSickle, Esq.
Nelson Mullins Riley &
Scarborough, LLP
215 South Monroe Street, Suite 400
Tallahassee, Florida 32301

RETURN TO:

Orange County Housing
and Community Development
Division
525 E. South Street
Orlando, FL 32801-2891

**MULTI-FAMILY AFFORDABLE HOUSING DEVELOPER'S
AGREEMENT FOR IMPACT FEE EXEMPTION
(THE ENCLAVE AT LAKE SHADOW)**

THIS MULTI-FAMILY AFFORDABLE HOUSING DEVELOPER'S AGREEMENT FOR IMPACT FEE EXEMPTION (the "Agreement") is entered into by and among ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (the "County"), THE TOWN OF EATONVILLE, a political subdivision of the State of Florida (the "Town"), MHP FL II, LLC, a Florida limited liability company (the "Developer"), and THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA a body corporate and political subdivision of the State of Florida, (the "School Board").

RECITALS

WHEREAS, Developer 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 Town; and

WHEREAS, the Developer intends to develop a multi-family rental affordable housing project to be known as The Enclave at Lake Shadow, (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 Town, 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 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 residents; and

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

WHEREAS, the location of the Project necessitates that Town to be a party to this Agreement in addition to the County, however, the County shall have the right to enforce the provisions of this Agreement with regard to the affordability of the Project;

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

WHEREAS, the Town further acknowledges that the only obligation of the Developer to the Town is the payment of the Town Fee (as defined by that certain Development Agreement by and between the Town and the Developer, dated March 11, 2022 and recorded in Document #20220600519 of the Official Records of Orange County, Florida (the “Development Agreement”)) described in Section 3 of the Development Agreement and that, notwithstanding anything to the contrary, the representations and warranties of the Town provided in Section 3 of the Development Agreement remain true and correct in all respects as of the date of this Agreement.

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 a minimum of forty percent (40%) of the units must be rented to a household whose annual income does not exceed sixty percent (60%) of the area median income or income averaging whereby the average income of all units is not to exceed 60% of the area median income. For purposes of calculating average income, no unit shall exceed 80% of the Orlando Metropolitan Statistical area median income.
- 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 as well as the municipalities within their respective jurisdictions.

Section 3. Scope of Project.

The Project shall consist of ninety-six (96) multi-family units. Specifically, fifteen (15) 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, thirty-seven (37) 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 forty-four (44) units shall be set aside and rented only to those households whose income does not exceed seventy percent (70%) of the MSA median income.

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, 2023, as may be amended, provided the level and duration or such affordability is documented to the County’s and Town’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 Developer shall have documented the affordability of the Project to the County’s and Town’s satisfaction; provided, however, that only those units defined as Affordable Units hereunder shall be entitled to an exemption from School Impact Fees. The total amount of Impact Fees exempted under this Agreement is Six Hundred Forty-Eight Thousand, Ninety-Six Dollars (\$648,096).

Section 5. Restrictive Covenant.

A. The Developer acknowledges that this Agreement creates a restrictive covenant and that such covenant shall run with the Property.

B. The Developer, its successors and assigns shall utilize the Property for the rental of ninety-six (96) multi-family housing units. Specifically, fifteen (15) 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, thirty-seven (37) 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 forty-four (44) units shall be set aside and rented only to those households whose income does not exceed seventy percent (70%) 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 AML. For this project specifically, one hundred percent (100%) of the 96 units shall be rented to households whose annual income does not exceed seventy percent (70%) of the Orlando MSA. Rent levels of the 96 units shall be in accordance with Section 6 of this Agreement,

for a period of twenty (20) years from the date of issuance of the first certificate of occupancy (the "Project Affordability Period"). Provided further, however, that Developer's construction loan lender, permanent loan lender, or any subsequent mortgage 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 Six Hundred Forty-Eight Thousand, Ninety-Six Dollars (\$648,096) in order to obtain from the County a release of the restrictive covenant provisions as set forth herein. Developer's construction loan lender, permanent loan lender or other senior lender shall pay for the cost of recording any such release and any other expenses incident thereto.

Section 6. Income Verification.

A. The Developer 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 Developer 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 Developer shall permit any duly authorized representative of the County or School Board to inspect the books and records upon reasonable notice.

C. The Developer 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. Developer shall provide a copy to School Board's Facilities Planning Department.

Section 7. Rents, Lease Provisions, and Administration.

A. The Developer 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 Developer 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 not 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. Developer shall not be deemed to have breached this Agreement if in verifying the household income of the occupants of the Affordable Units, Developer (i) has relied in good faith upon information supplied to Developer 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 Developer 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 in order to ensure continuing compliance of the Project.

F. The Developer 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 Developer 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 Developer shall abide by the following:

1. The Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer shall provide notice to the County that they have received their certificate of occupancy.

Section 8. Default; Remedies.

A. If the Developer 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 Developer shall cure the breach within thirty (30) days of receiving notice of such breach. In the event that the Developer is unable to cure the breach within the allotted thirty (30) days, the Developer 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 Developer is unable to correct the breach within the allotted thirty (30) day time period, the Developer shall commence such correction(s) within the ninety (90) days, and thereafter diligently pursue the same to completion within such period. In the event that the Developer fails to comply with the requirements of this Section, the Developer shall pay to the County the principal amount of Six Hundred Forty-Eight Thousand, Ninety-Six Dollars (\$648,096) which is equal to the total sum of impact fees exempted pursuant to Section 4, hereof. Upon full repayment by the Developer 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 Developer 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 Developer 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), Developer shall pay to the County the principal amount of Six Hundred Forty-Eight Thousand, Ninety-Six Dollars (\$648,096), which is equal to the total sum of impact fees exempted pursuant to Section 4, hereof. Upon full repayment by the Developer to the County of the total sum of the exempted impact fees, this Agreement shall become null and void and shall automatically terminate.

C. 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 Developer's construction loan lender, permanent loan lender, or any 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 Six Hundred Forty-Eight Thousand, Ninety-Six Dollars (\$648,096) in order to obtain from the County, Town, and School Board a release of the restrictive covenant provision contained herein.

B. Developer's construction loan lender, permanent loan lender, or any subsequent first

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 Developer 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, Town, and School Board.

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, any and 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
525 East South Street
Orlando, FL 32801
Attn: Manager

COPY: County Administrator
Orange County Administration
201 S. Rosalind Ave, 5th floor
Orlando, Florida 32802

DEVELOPER: MHP FL II, LLC
c/o McDowell Housing Partners, LLC

777 Brickell Avenue, Suite 1300
Miami, FL 33131
Attn: Christopher Shear, COO

COPY: Nelson Mullins Riley & Scarborough, LLP
390 North Orange Avenue, Suite 1400
Orlando, Florida 3801
Attn: Roman Petra, Esq.

TOWN: Town of Eatonville
307 East Kennedy Boulevard
Eatonville, Florida 32751
Attn: Mayor Angie Gardner

COPY: Clifford Shephard
2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751

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, Florida 32809

PERMANENT
LOAN LENDER: Freddie Mac
Wells Fargo Bank, National Association as
Servicer for Freddie Mac
1751 Pinnacle Drive
8th Floor
McLean, Virginia 22102
Attention: Servicing

CONSTRUCTION
LOAN LENDER: Wells Fargo Bank, National Association
350 East Las Olas Blvd.
19th Floor
MAC Z6074—194
Ft. Lauderdale, FL 33301
Attention: Michael J. Marra

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 Town, 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 Developer 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 all 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 Town, the Developer, and the School Board and no right or cause of action shall accrue to or for the benefit of any third party.

Section 17. Assignment. The Developer shall not assign, sell, bargain, convey or transfer its interest in this Agreement without the prior written consent of the County, the Town, 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 Developer'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 Developer's successors and assigns. The County, Town, and School Board, or any successor agency or entity will, from time to time and upon the request of the Developer, 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 provisions 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 Town, Developer, School Board, and the County, and, except as otherwise set forth in Section 8 hereof, shall terminate twenty (20) 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.

Signed and sealed in the presence of:

"TOWN"

Katrina Gibson
Print Name: Katrina Gibson

THE TOWN OF EATONVILLE, a political subdivision of the State of Florida

By: Angie Gardner
Mayor Angie Gardner

Brittani Bragg
Print Name: Brittani Bragg

Date: 1-23-24

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before be by means of [] physical presence or [] online notarization, this 23rd day of January, 2024 by Angie Gardner, Mayor of the Town of Eatonville, a political subdivision of the State of Florida, on behalf of The Town, who [] is personally known to me or [] had produced _____ (type of identification) as identification.



Jonita Robinson
Notary Public
State of Florida
Comm# HH128517
Expires 5/10/2025

Jonita Robinson
NOTARY PUBLIC OF FLORIDA

Print Name: _____
Commission No: _____
Expires: _____

AFFIX NOTARY STAMP

(ADDITIONAL SIGNATURE PAGES TO FOLLOW)

Signed and sealed in the presence of:

“DEVELOPER”

[Signature]

MHP FL II, LLC, a Florida Limited Liability Company

Print Name: Lloyd Burman

By: MHP FL II Manager, LLC, a Florida limited liability company, its Managing Member

[Signature]

By: [Signature]

Print Name: Nikolas Echverria

Name: W. Patrick McDowell
Title: Chief Executive Officer

STATE OF FLORIDA)
COUNTY OF Miami Dade)

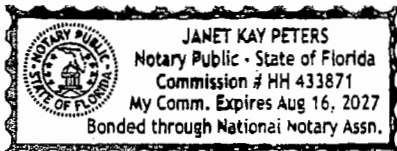
The foregoing instrument was acknowledged before me, a Notary Public, by means of [] physical presence or [] online notarization this 9th day of November, 2023, by W. Patrick McDowell, as Chief Executive Officer of MHP FL II Manager, LLC, a Florida limited liability company, as Managing Member of MHP FL II, LLC, a Florida limited liability company, on behalf of said limited liability companies, 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 9th day of November, 2023.

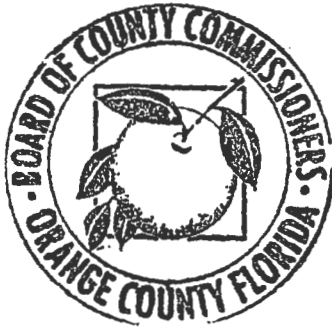
[Signature]
NOTARY PUBLIC OF FLORIDA

AFFIX NOTARY STAMP

Notary Public
My Commission Expires: 8-16-27
Printed Name: Janet Kay Peters



(ADDITIONAL SIGNATURE PAGE TO FOLLOW)



“COUNTY”

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: December 12, 2023

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

BY: *Jennifer Ann - Kinety*
Deputy Clerk

EXHIBIT A

LEGAL DESCRIPTION

1010 Shadow Lake Circle, Orange County, Orlando, FL 32810

Parcel 1 (Dennison-A)

Parcel Identification Number: 34-21-29-0000-00-012

The West 165 feet of the West 330 feet of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 34, Township 21 South, Range 29 East (less the South 40 feet for road), Orange County, Florida.

AND

Parcel 2 (Dennison-B)

Parcel Identification Number: 34-21-29-0000-00-013

The East 165 feet of the West 330 feet of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 34, Township 21 South, Range 29 East (less the South 40 feet for road), Orange County, Florida.

AND

Parcel 34 (Rogers)

Parcel Identification Number: 34-21-29-0000-00-041

From the Southeast corner of the Northwest $\frac{1}{4}$ of Section 34, Township 21 South, Range 29 East, run N. 04 degrees 01' 15" W. along the East line of the Northwest $\frac{1}{4}$ of said Section 34, a distance of 40.01 feet to a point of the North right-of-way line of Lake Avenue for a Point of Beginning; continue N. 04 degrees 01' 15" W., a distance of 1255.67 feet to the Northeast corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 34; thence N. 89 degrees 46' 45" W. along the North line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 34, a distance of 144.23 feet; thence run S. 02 degrees 49' 00" W. a distance of 1254.69 feet to the North right-of-way line of Lake Avenue; thence East, a distance of 293.94 feet to the Point of Beginning.

LESS ("Retained Parcel")

From the Southeast corner of the Northwest $\frac{1}{4}$ of Section 34, Township 21 South, Range 29 East, run N. 04 degrees 01' 15" W. along the East line of the Northwest $\frac{1}{4}$ of said Section 34, a distance of 40.10 feet to a point on the North right-of-way line of Lake Avenue; thence run West along said North right-of-way line 155.94 feet to the Point of Beginning; thence leaving said North right-of-way line run North 192.00 feet; thence West 128.55 feet; thence S. 02 degrees 49' 00" W. 192.23 feet to the aforesaid North right-of-way line; thence East 138.00 feet to the Point of Beginning (the "Retained Parcel").

TOGETHER WITH a non-exclusive access easement over a portion of the Retained Parcel described as follows (the "Access Easement"):

From the Southeast corner of the Northwest $\frac{1}{4}$ of Section 34, Township 21 South, Range 29 East, run N. 04 degrees 01' 15" W. along the East line of the Northwest $\frac{1}{4}$ of said Section 34, a distance of 40.10 feet to a point on the North right-of-way line of Lake Avenue; thence run West along said North right-of-way line 155.94 feet to the Point of Beginning; thence leaving said North right-of-way line run North 192.00 feet; thence West 22.00 feet; thence South 192.00 feet to the aforesaid North right-of-way line; thence run East along said North right-of-way line 22.00 feet to the Point of Beginning.