



Interoffice Memorandum

**AGENDA ITEM**

June 8, 2020

TO: Mayor Jerry L. Demings  
-AND-  
Board of County Commissioners

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

SUBJECT: July 28, 2020 – Consent Item  
First Amendment to Transportation Impact Fee Agreement The  
Registry on Grass Lake  
Avalon Road/CR 545  
(Related to LUPA-19-08-262)

The Roadway Agreement Committee has reviewed the First Amendment to Transportation Impact Fee Agreement The Registry on Grass Lake Avalon Road/CR 545 ("First Amendment") by and among 18 Avalon Road LLC, The Registry at Grass Lake, LLC, and Orange County to amend the terms of the Transportation Impact Fee Agreement The Registry at Grass Lake ("Agreement") approved by the Board on July 2, 2019 and recorded as Document #20190471905. The First Amendment provides an extension to the time frame for right-of-way conveyance.

The Roadway Agreement Committee recommended approval of the First Amendment on April 23, 2020. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5313.

**ACTION REQUESTED: Approval and execution of First Amendment to Transportation Impact Fee Agreement The Registry on Grass Lake Avalon Road/CR 545 by and among 18 Avalon Road LLC, The Registry at Grass Lake, LLC, and Orange County to extend the time frame for conveyance. District 1**

JVW/TC:fb  
Attachment

BCC Mtg. Date: July 28, 2020

Prepared by and after recording return to:

Robert Reese  
P.O. Box 478  
Winter Park, FL. 32790

Tax Parcel I.D. No.: 31-24-27-0000-00-020

**FIRST AMENDMENT TO  
TRANSPORTATION IMPACT FEE  
AGREEMENT**

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**THE REGISTRY ON GRASS LAKE**

**AVALON ROAD/CR 545**

This First Amendment to TRANSPORTATION IMPACT FEE AGREEMENT (the "First Amendment"), effective as of the latest date of execution ("Effective Date"), is made and entered into by and among 18 AVALON ROAD LLC ("Owner"), a Florida limited liability company, whose mailing address is 902 Oakdale Road NE, Atlanta, Georgia 30307, THE REGISTRY AT GRASS LAKE, LLC ("Developer"), a Florida limited liability company, whose mailing address is 7200 Aloma Avenue, 2<sup>nd</sup> Floor, Winter Park, Florida 32792, and Orange County, a charter county and political subdivision of the state of Florida ("County"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

**WITNESSETH:**

WHEREAS, Owner and County entered into that certain Transportation Impact Fee Agreement approved by the Orange County Board of County Commissioners ("BCC") on July 2, 2019 and recorded in Official Records Doc# 20190471905, Pages 1 thru 19, in the Public Records of Orange County, Florida (the "Agreement"); and

WHEREAS, any capitalized term used herein shall have the meaning ascribed to it in the Agreement; and

WHEREAS, subsequent to the recording of the Agreement, Owner conveyed all of the Property except the Conveyed Lands to Developer by that certain Corrective Special Warranty Deed filed March 5, 2020 as Document Number 20200141867, of the Public Records of Orange County, Florida; and

WHEREAS, County, Owner, and Developer desire to amend certain terms and provisions of the Agreement as set forth below; and

WHEREAS, in all other respects, the original terms of the Agreement shall remain unchanged and in full force and effect.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, Developer, and County (individually, a "Party," and collectively, the "Parties") agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Conveyance of Land to County by Owner.** Notwithstanding the timeframe provided for conveyance within Section 2(a) of the Agreement, within one hundred twenty (120) days after the Effective Date of this First Amendment, Owner shall convey to County marketable fee title to the Conveyed Lands.

In the event the conveyance does not occur within the aforesaid 120 days, the Manager of the Real Estate Management Division, or a designee, may grant an extension of up to 120 days for the conveyance to take place.

**Section 3. Notice.** Any notice delivered with respect to this First Amendment or the Agreement 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 each 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.

As to Owner:           18 Avalon Road LLC  
                              902 Oakdale Rd NE  
                              Atlanta, GA 30307  
                              Attention: Denis Ng, Manager

As to Developer:       The Registry at Grass Lake, LLC  
                              7200 Aloma Ave. 2<sup>nd</sup> Floor  
                              Winter Park, FL 32792  
                              Attention: Dino Coppola, Manager

With a copy to:       Robert Reese  
                              Authorized Agent  
                              P. O. Box 478  
                              Winter Park, FL 32790

As to County:         Orange County Administrator  
                              P.O. Box 1393  
                              201 S. Rosalind Ave  
                              Orlando, FL 32802-1393

With a copy to:       Orange County Planning, Environmental,  
                              and Development Services Department  
                              Manager, Transportation Planning Division  
                              Orange County Public Works Complex  
                              4200 S. John Young Parkway  
                              Orlando, FL 32839-9205

**Section 4. Covenants Running with the Land.** This First Amendment shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the Parties and of the heirs, legal representatives, successors, and assigns of Owner and/or Developer and any person, firm, corporation, or other entity that may become the successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 3 of the Agreement to instruct County to make deductions from Owner's road impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

**Section 5. Recordation of First Amendment.** An executed original of this First Amendment shall be recorded by Owner or Developer, at Developer's expense, in the Public Records of Orange County, Florida no later than thirty (30) days after the Effective Date.

**Section 6. Applicable Law.** This First Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**Section 7. Time is of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this First Amendment and in the Agreement.

**Section 8. Further Documentation.** The Parties agree that at any time following a request therefor by another Party, each shall execute and deliver to the other Party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of such Party hereunder and the consummation of the transactions contemplated hereby.

**Section 9. Limitation of Remedies.** County, Owner, and Developer expressly agree that the consideration, in part, for each of them entering into this First Amendment is the willingness of the others to limit the remedies for all actions arising out of or in connection with

this First Amendment. Accordingly, the remedies available to each Party shall be as stated in the Agreement.

**Section 10. Amendments.** No amendment, modification, or other change to this First Amendment or the Agreement shall be binding upon the Parties unless in writing and executed by all the Parties hereto.

**Section 11. Counterparts.** This First Amendment may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed by their respective duly authorized representatives on the dates set forth below.

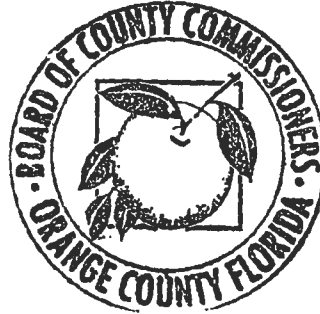
ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: Jerry L. Demings  
for Jerry L. Demings,  
Orange County Mayor

Date: JUL 28 2020

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

By: Katie Smith  
Deputy Clerk  
Printed name: Katie Smith



18 Avalon Road LLC,  
a Florida limited liability company

By: [Signature]  
Print Name: Denis Ng  
Title: its Manager

Date: 5/11/2020

WITNESSES:

[Signature]  
Print Name: MARY JANE PANZERI

[Signature]  
Print Name: CECILIA NG

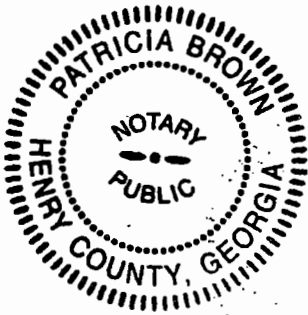
STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11 day of MAY, 2020 by Denis Ng, as Manager of 18 Avalon Road LLC, a Florida limited liability company, on behalf of the company. He  is personally known to me or  has produced DRIVER LICENSE as identification.

[Signature]  
Notary Public

Print Name: PATRICIA BROWN

My Commission Expires: April 28, 2021





The Registry at Grass Lake, LLC,  
a Florida limited liability company

By: Dino Coppola  
Print Name: Dino Coppola  
Title: its Manager

Date: 5/11/20

WITNESSES:  
R B Rees

Print Name: ROBERT B. Rees

Steve Escobar

Print Name: Steve Escobar

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11 day of May, 2020 by Dino Coppola, as Manager of The Registry at Grass Lake, LLC, a Florida limited liability company, on behalf of the company. He  is personally known to me or  has produced NY DL as identification.



Patricia R Bender  
Notary Public

Print Name: Patricia R Bender

My Commission Expires: Oct 27, 2020