



Interoffice Memorandum

January 3, 2022

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

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT PERSON: Humberto L. Castillero, P.E., PTOE, Manager
Traffic Engineering Division

PHONE NUMBER: (407) 836-7891

SUBJ: Termination of Alternative School Impact Fee Agreement for Multi-Family High Rise

On October 1, 2021, a new Multi-Family High Rise impact fee category or rate of \$307 per multi-family unit was adopted by the Board. The Orange County Code of Ordinances now allows a property owner to submit an alternative study to demonstrate that the impact to the school system, resulting from the proposed development, is less than the County-wide rate.

From years 2018 through 2020, the Orange County School Board approved seven Alternative School Impact Fee Agreements for multi-family high rise residential projects mostly located within the Downtown Orlando area. All of the seven Agreements were executed by the Orange County School Board, the Orange County Board of County Commissioners, the City of Orlando, and the Owner. As the approved Agreements now have the uniform alternative impact fee of \$307, there is no longer a need for an Agreement or for the student generation monitoring provisions required by each one.

The Orange County Impact Fee Committee, on October 14, 2021, recommended the termination of the seven Agreements. On November 9, 2021, the Orange County School Board approved the termination of all seven Agreements.

The agreements were as follows:

1. **Radius f/k/a Banner #18-001** by and between The School Board of Orange County, Florida, Orange County, Florida, City of Orlando, and Radius Owner, LLC;
2. **Creative Village Parcel M Apartments #18-006** by and between The School Board of Orange County, Florida, Orange County, Florida, City of Orlando, and Creative Village Parcel M Owner, LLC;

SUBJ: **Termination of Alternative School Impact Fee Agreement for Multi-Family High Rise**

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3. **Orange and Robinson Apartments #19-001** by and between The School Board of Orange County, Florida, Orange County, Florida, City of Orlando, and Mid-America Apartments, LP;
4. **X Orlando #19-002** by and between The School Board of Orange County, Florida, Orange County, Florida, City of Orlando, and 434 N. Orange Investment, LLC;
5. **Modera at Creative Village #19-004** by and between The School Board of Orange County, Florida, Orange County, Florida, City of Orlando, and MCRT Investments, LLC;
6. **Alta at Health Village #19-005** by and between The School Board of Orange County, Florida, Orange County, Florida, City of Orlando, and Alta at Health Village Associates, LLP; and
7. **Broadstone Lakehouse #20-002** by and between The School Board of Orange County, Florida, Orange County, Florida, City of Orlando, and 111 Lake House JV, LLC.

The above mentioned Agreements have been reviewed and approved in form by the County Attorney's Office and Risk Management Division.

Action Requested: Approval and execution of Termination of School Impact Fee Agreements regarding an Alternative Impact Fee Calculation for Radius f/k/a Banner #18-001; Creative Village Parcel M Apartments #18-006; Orange and Robinson Apartments #19-001; X Orlando #19-002; Modera at Creative Village #19-004; Alta at Health Village #19-005; and Broadstone Lakehouse #20-002 by and between the School Board of Orange County, Florida, City of Orlando, Orange County, and the Owners. All Districts.

JCK/HLC/VP/dar

Attachments

BCC Mtg. Date: February 8, 2022

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Rebecca Wilson, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Post Office Box 2809
Orlando, FL 32801-3344
(407) 418-6250

Tax Parcel ID: **25-22-29-6288-01-000**

TERMINATION OF
SCHOOL IMPACT FEE AGREEMENT
REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION
FOR RADIUS f/k/a BANNER #18-001

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, RADIUS OWNER, LLC, a Delaware limited liability company (“**Owner**”) and CITY OF ORLANDO (“**Municipality**”); THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida (“**OCPS**”); and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), executed and recorded that certain School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Radius f/k/a Banner #18-001 recorded February 5, 2019 in Document #20190072944, Public Records of Orange County, Florida (the “**Agreement**”) imposing certain obligations that run with title to certain real property situated in Orange County, Florida as more particularly described in **Exhibit “A”** and attached hereto (the “**Property**”).

WHEREAS, on February 8th, 2018, the County conditionally accepted Radius’s Alternative Impact Fee calculation, subject to terms and conditions set forth in the Agreement; and

WHEREAS, Owner, as a condition of the Agreement, agreed to monitor the number of students generated at the Property by the development project over the course of five (5) years; and

WHEREAS, the Agreement stated that the student generation rate of the project would be 0.0284 students per multi-family residential dwelling unit; and

WHEREAS, the Orange County Board of County Commissioners approved Ordinance Nos. 2020-35, 2021-15, and 2021-28 (collectively the “**Ordinance**”) with an effective date of October 1, 2021 that created a new category of School Impact Fees named “Multi-Family High Rise” with a student generation rate of 0.013 students per multi-family high rise unit; and

WHEREAS, the Owner’s project at the Property incorporates the physical design characteristics needed to permit it to qualify for the new Multi-Family High Rise school impact fee category; and

City Council Meeting: 12-6-21
Item: C.23 Documentary: 211206C23

WHEREAS, as a result of this Ordinance, the need for Alternative Impact Fee calculations for residential buildings qualifying for the new category of “Multi-Family High Rise” has been eliminated for purposes of obtaining an Alternative Impact Fee calculation; and

WHEREAS, as a result of the Ordinance and the new Multi-Family High Rise category of School Impact Fees, monitoring the number of students generated at the Property is no longer required; and

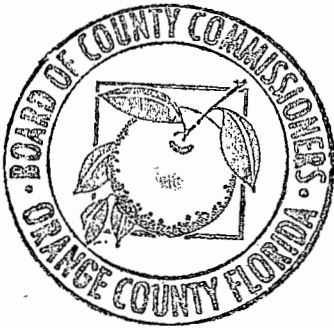
WHEREAS, Owner has agreed to waive any claims to monies, including, but not limited to, monitoring fees and previously paid school impact fees, paid to County, Municipality, and/or OCPS pursuant to the Agreement and desires that said monies should remain with County, Municipality, and/or OCPS, as applicable; and

WHEREAS, Owner, Municipality, OCPS, and the County agree to terminate the Agreement.

NOW THEREFORE, the undersigned hereby terminate the Agreement such that, from and after the full execution by the parties hereto and recording of this Termination of School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Radius f/k/a Banner #18-001 (“**Termination of Agreement**”), the Property shall no longer be encumbered by, or held subject to, the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Termination of Agreement as of the dates noted below their signatures.

Signature Pages follow



COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan W. Burks*
Jerry L. Demings
Orange County Mayor

Date: 8 Feb 22

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

By: *Noelia Perez*
Deputy Clerk

Print name: Noelia Perez

MUNICIPALITY

ATTEST:

CITY OF ORLANDO, FLORIDA, a municipality
corporation, organized and existing under the laws of
State of Florida (SEAL)

By: SMH
STEPHANIE HERDOLIA, City Clerk

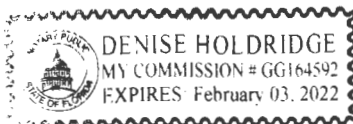
By: Buddy Dyer
Mayor / Mayor Pro Tem

Date: 12.6.21

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 6 day of DECEMBER, 2021, by
BUDDY DYER, as MAYOR of the CITY OF ORLANDO, on behalf thereof,
who ☒ is personally known to me, or ☐ produced _____ as
identification.

[AFFIX NOTARY SEAL]



Denise Holdridge
Name

Notary Public

Serial Number: GG164592

My Commission Expires: 2-3-22

FOR THE USE AND RELIANCE OF
CITY OF ORLANDO ONLY.

Approved as to form and legality,

Melissa Clarke

Melissa Clarke, Esq.

Assistant City Attorney

City of Orlando, Florida

City Council Meeting: 12-6-21
Item C-23 Documentary: 211206C23

Signed, sealed and delivered in the presence of:

OCPS

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

Marieliz Pagan
Print Name: Marieliz Pagan

Martin Gutierrez
Print Name: Martin Gutierrez

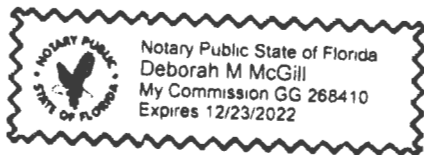
By: Teresa Jacobs
Teresa Jacobs, at its Chair

Date: November 16, 2021

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of _____, 2021, by Teresa Jacobs, as Chair of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of the School Board, who ☒ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]



Deborah M. McGill
Notary Public
Printed Name: Deborah M. McGill
Commission No.: _____
My Commission Expires: _____

WITNESSES:

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

Marieliz Payan
Print Name: Marieliz Payan

By: [Signature]
Barbara M. Jenkins, Ed.D.,
as its Superintendent

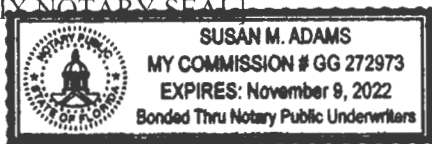
[Signature]
Print Name: Manlio Gutierrez

Date: 11-16-2021

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 16th day of November, 2021, by
[Signature], as _____ of THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, on behalf thereof,
who ☒ is personally known to me, or ☐ produced _____ as
identification.

[AFFIX NOTARY SEAL]



[Signature]
Notary Public
Printed Name: Susan M. Adams
Commission No.: _____
My Commission Expires: _____

Approved as to form and legality by
legal counsel to The School Board
of Orange County, Florida this 11th
day of Nov., 2021,
for its exclusive use and reliance.

Reviewed and approved by Orange County
Public Schools Chief Facilities Officer this
15th day of Nov, 2021.

By: [Signature]
Jad M. Brewer, Esquire
OCPS Counsel

By: [Signature]
Rory A Salimbene Sr Facilities Dir
John T. Morris, Chief Facilities Officer

"OWNER"

RADIUS OWNER, LLC, a Delaware limited liability company

By: Radius JV, LLC, a Delaware limited liability company, its managing member

By: Radius Manager, LLC, a Delaware limited liability company, its Manager

By: [Signature]
Name: Thomas A Suminski
Title: VP of Manager of Managing Member

STATE OF Illinois
COUNTY OF Cook

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of October, 2021, by Thomas Suminski, as VP of Radius Manager, LLC, which is the manager of Radius JV, LLC, which is the managing member of RADIUS OWNER, LLC, on behalf thereof, who ☒ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]



[Signature]
Notary Public Signature
Print Notary Name: Lori K Radcliff
My commission expires: 10/2/2024

EXHIBIT "A"

Legal Description

LOT 1 OF ORLANDO ASSEMBLAGE AT ROSALIND AND LIVINGSTON ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 99, PAGE 53, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

BCC Mtg. Date: February 8, 2022

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Rebecca Wilson, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Post Office Box 2809
Orlando, FL 32801-3344
(407) 418-6250

Tax Parcel ID: 26-22-29-1853-03-000

TERMINATION OF
SCHOOL IMPACT FEE AGREEMENT
REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION
FOR CREATIVE VILLAGE PARCEL M APARTMENTS #18-006

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, CREATIVE VILLAGE PARCEL M OWNER, LLC, a Delaware limited liability company ("**Owner**") and CITY OF ORLANDO ("**Municipality**"); THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida ("**OCPS**"); and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("**County**"), executed that certain School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Creative Village Parcel M Apartments #18-006 dated May 19, 2021 (the "**Agreement**") imposing certain obligations that run with title to certain real property situated in Orange County, Florida as more particularly described in Exhibit "A" and attached hereto (the "**Property**").

WHEREAS, on November 8, 2018, the County conditionally accepted Owner's Alternative Impact Fee calculation, subject to terms and conditions set forth in the Agreement; and

WHEREAS, Owner, as a condition of the Agreement, agreed to monitor the number of students generated at the Property by the development project over the course of five (5) years; and

WHEREAS, the Agreement stated that the student generation rate of the project would be 0.032 students per multi-family residential dwelling unit; and

WHEREAS, the Orange County Board of County Commissioners approved Ordinance Nos. 2020-35, 2021-15, and 2021-28 (collectively the "**Ordinance**") with an effective date of October 1, 2021 that created a new category of School Impact Fees named "Multi-Family High Rise" with a student generation rate of 0.013 students per multi-family high rise unit; and

WHEREAS, the Owner's project at the Property incorporates the physical design characteristics needed to permit it to qualify for the new Multi-Family High Rise school impact fee category; and

WHEREAS, as a result of this Ordinance, the need for Alternative Impact Fee calculations for residential buildings qualifying for the new category of "Multi-Family High Rise" has been eliminated for purposes of obtaining an Alternative Impact Fee calculation; and

WHEREAS, as a result of the Ordinance and the new Multi-Family High Rise category of School Impact Fees, monitoring the number of students generated at the Property is no longer required; and

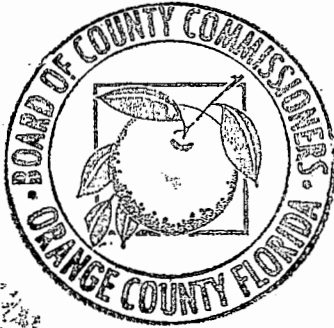
WHEREAS, Owner has agreed to waive any claims to monies, including, but not limited to, monitoring fees and previously paid school impact fees, paid to County, Municipality, and/or OCPS pursuant to the Agreement and desires that said monies should remain with County, Municipality, and/or OCPS, as applicable; and

WHEREAS, Owner, Municipality, OCPS, and the County agree to terminate the Agreement.

NOW THEREFORE, the undersigned hereby terminate the Agreement such that, from and after the full execution by the parties hereto and recording of this Termination of School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Creative Village Parcel M Apartments #18-006 ("**Termination of Agreement**"), the Property shall no longer be encumbered by, or held subject to, the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Termination of Agreement as of the dates noted below their signatures.

Signature Pages follow



COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan W. Brooks*

for Jerry L. Demings
Orange County Mayor

Date: *8 Feb 22*

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

By: *Noelia Perez*
for Deputy Clerk

Print name: *Noelia Perez*

MUNICIPALITY

ATTEST:

By: SMH

STEPHANIE HERDOCH, City Clerk

CITY OF ORLANDO, FLORIDA, a municipality corporation, organized and existing under the laws of the State of Florida (SEAL)

By: [Signature]

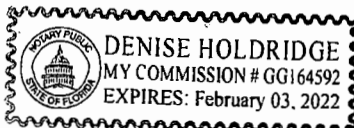
Mayor / Mayor Pro Tem

Date: 12-6-21

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of DECEMBER, 2021, by BUDDY DYER, as MAYOR of the CITY OF ORLANDO, on behalf thereof, who ☒ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]



[Signature]
Name

Notary Public

Serial Number: GG164592

My Commission Expires: 2-3-22

FOR THE USE AND RELIANCE OF
CITY OF ORLANDO ONLY.

Approved as to form and legality,

[Signature]

Melissa Clarke, Esq.

Assistant City Attorney

City of Orlando, Florida

City Council Meeting: 12-6-21
Item: C-23 Documentary: 211206C23

Signed, sealed and delivered in the presence of:

OCPS

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

Maricela Pagan
Print Name: Maricela Pagan

Martin Gutierrez
Print Name: Martin Gutierrez

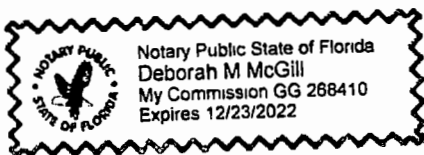
By: Teresa Jacobs
Teresa Jacobs, at its Chair

Date: November 16, 2021

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

THE FOREGOING INSTRUMENT, was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of November, 2021, by Teresa Jacobs, as Chair of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of the School Board, who ☒ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]



Deborah M. McGill
Notary Public
Printed Name: Deborah M. McGill
Commission No.: _____
My Commission Expires: _____

WITNESSES:

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

Mariely Pagan
Print Name: Mariely Pagan

Martin Gutierrez
Print Name: Martin Gutierrez

By: [Signature]
Barbara M. Jenkins, Ed.D.,
as its Superintendent

Date: 11-16-2021

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 16th day of November, 2021, by
[Signature], as [Signature] of THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, on behalf thereof,
who ☒ is personally known to me, or ☐ produced [Signature] as
identification.



[Signature]
Notary Public
Printed Name: Susan M. Adams
Commission No.: _____
My Commission Expires: _____

Approved as to form and legality by
legal counsel to The School Board
of Orange County, Florida this 11th
day of Nov., 2021,
for its exclusive use and reliance.

Reviewed and approved by Orange County
Public Schools Chief Facilities Officer this
15th day of Nov., 2021.

By: [Signature]
Jad M. Brewer, Esquire
OCPS Counsel

By: [Signature]
Rory A. Salimbene Sr. Facilities Officer
John T. Morris, Chief Facilities Officer

"OWNER"

CREATIVE VILLAGE PARCEL M OWNER,
LLC, a Delaware limited liability company

By: CA
Name: Craig Luster
Title: Authorized Representative

Date: 10/18/21

STATE OF Florida

COUNTY OF Orange

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of October, 2021, by Craig Luster, as Authorized Representative of CREATIVE VILLAGE PARCEL M OWNER, LLC, a Delaware limited liability company, on behalf thereof, who ☒ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

[Signature]
Notary Public Signature
Print Notary Name: Sharon Ellis
My commission expires: 6-24-22

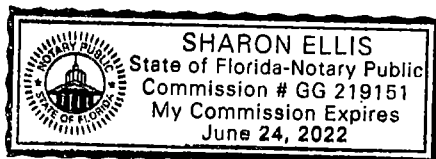


EXHIBIT "A"

Legal Description

**LOT 3 OF CREATIVE VILLAGE - PHASE 1, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 93, PAGES 60 THROUGH 64, INCLUSIVE, OF THE PUBLIC
RECORDS OF ORANGE COUNTY, FLORIDA.**

BCC Mtg. Date: February 8, 2022

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Rebecca Wilson, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Post Office Box 2809
Orlando, FL 32801-3344
(407) 418-6250

Tax Parcel ID: 26-22-29-5313-01-000

TERMINATION OF
SCHOOL IMPACT FEE AGREEMENT
REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION
FOR ORANGE AND ROBINSON APARTMENTS #19-001

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, MID-AMERICA APARTMENTS, LP, a Tennessee limited partnership ("**Owner**") and CITY OF ORLANDO ("**Municipality**"); THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida ("**OCPS**"); and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("**County**"), executed and recorded that certain School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Orange and Robinson Apartments #19-001 recorded September 5, 2019, in Document #20190545888, Public Records of Orange County, Florida (the "**Agreement**"), imposing certain obligations that run with title to certain real property situated in Orange County, Florida as more particularly described in **Exhibit "A"** and attached hereto (the "**Property**").

WHEREAS, on March 28, 2019, the County conditionally accepted Owner's Alternative Impact Fee calculation, subject to terms and conditions set forth in the Agreement; and

WHEREAS, Owner, as a condition of the Agreement, agreed to monitor the number of students generated at the Property by the development project over the course of five (5) years; and

WHEREAS, the Agreement stated that the student generation rate of the project would be 0.013 students per multi-family residential dwelling unit; and

WHEREAS, the Orange County Board of County Commissioners approved Ordinance Nos. 2020-35, 2021-15, and 2021-28 (collectively the "**Ordinance**") with an effective date of October 1, 2021 that created a new category of School Impact Fees named "Multi-Family High Rise" with a student generation rate of 0.0298 students per multi-family high rise unit; and

WHEREAS, the Owner's project at the Property incorporates the physical design characteristics needed to permit it to qualify for the new Multi-Family High Rise school impact fee category; and

City Council Meeting: 12-6-21
Item: C-23 Documentary: 211206C23

WHEREAS, as a result of this Ordinance, the need for Alternative Impact Fee calculations for residential buildings qualifying for the new category of "Multi-Family High Rise" has been eliminated for purposes of obtaining an Alternative Impact Fee calculation; and

WHEREAS, as a result of the Ordinance and the new Multi-Family High Rise category of School Impact Fees, monitoring the number of students generated at the Property is no longer required; and

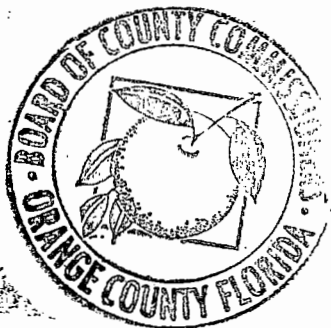
WHEREAS, Owner has agreed to waive any claims to monies, including, but not limited to, monitoring fees and previously paid school impact fees, paid to County, Municipality, and/or OCPS pursuant to the Agreement and desires that said monies should remain with County, Municipality, and/or OCPS, as applicable; and

WHEREAS, Owner, Municipality, OCPS, and the County agree to terminate the Agreement.

NOW THEREFORE, the undersigned hereby terminate the Agreement such that, from and after the full execution by the parties hereto and recording of this Termination of School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Orange and Robinson Apartments #19-001 ("**Termination of Agreement**"), the Property shall no longer be encumbered by, or held subject to, the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Termination of Agreement as of the dates noted below their signatures.

Signature Pages follow



COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan W. Demings*

for Jerry L. Demings
Orange County Mayor

Date: *8 Feb 22*

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

By: *Noelia Perez*
for Deputy Clerk

Print name: *Noelia Perez*

MUNICIPALITY

ATTEST:

By: Stephanie Herdman
Stephanie Herdman, City Clerk

CITY OF ORLANDO, FLORIDA, a municipality corporation, organized and existing under the laws of the State of Florida (SEAL)

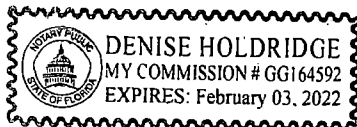
By: Buddy Dyer
Mayor / Mayor Pro Tem

Date: 12-6-21

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of DECEMBER, 2021, by BUDDY DYER, as MAYOR of the CITY OF ORLANDO, on behalf thereof, who ☒ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]



Denise Holdridge
Name

Notary Public

Serial Number: GG164592

My Commission Expires: 2-3-22

FOR THE USE AND RELIANCE OF
CITY OF ORLANDO ONLY.

Approved as to form and legality,

Melissa Clarke

Melissa Clarke, Esq.

Assistant City Attorney

City of Orlando, Florida

City Council Meeting: 12-6-21
Item: C-23 Documentary: 211206C23

Signed, sealed and delivered in the presence of:

OCPS

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

Mariela Pagan
Print Name: Mariela Pagan

William Gutierrez
Print Name: William Gutierrez

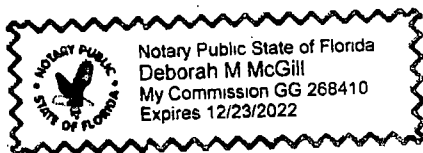
By: Teresa Jacobs
Teresa Jacobs, at its Chair

Date: November 16, 2021

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of November, 2021, by Teresa Jacobs, as Chair of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of the School Board, who ☒ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]



Deborah M. McGill
Notary Public
Printed Name: Deborah M. McGill
Commission No.: _____
My Commission Expires: _____

WITNESSES:

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

Marieliz Pagan
Print Name: Marieliz Pagan

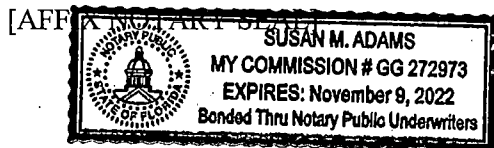
By: [Signature]
Barbara M. Jenkins, Ed.D.,
as its Superintendent

[Signature]
Print Name: Marin Gutierrez

Date: 11-16-2021

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 16th day of November, 2021, by
_____, as _____ of THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, on behalf thereof,
who ☒ is personally known to me, or ☐ produced _____ as
identification.



[Signature]
Notary Public
Printed Name: Susan M. Adams
Commission No.: _____
My Commission Expires: _____

Approved as to form and legality by
legal counsel to The School Board
of Orange County, Florida this 11th
day of Nov, 2021;
for its exclusive use and reliance.

Reviewed and approved by Orange County
Public Schools Chief Facilities Officer this
15th day of Nov, 2021.

By: [Signature]
Jad M. Brewer, Esquire
OCPS Counsel

[Signature]
By: Rory A. Salimbene Sr. Facilities Dir.
John T. Morris, Chief Facilities Officer

"OWNER"

**MID-AMERICA APARTMENTS, LP, a
Tennessee limited partnership**

By: Mid-America Apartment Communities,
Inc., a Tennessee corporation, its general
partner

By: [Signature]
Name: Matthew Smith
Title: Senior Vice President

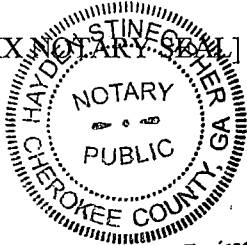
Date: 10-19-21

STATE OF Georgia

COUNTY OF Fulton

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 19th day of October, 2021, by
Matthew Smith, as SVP of Mid-America Apartment Communities, Inc.,
a Tennessee corporation, general partner of MID-AMERICA APARTMENTS, LP, a Tennessee limited
partnership, on behalf thereof, who ☒ is personally known to me, or ☐ produced
_____ as identification.

[AFFIX NOTARY SEAL]



My Commission Expires
November 14, 2023

Hayden Stinecoper
Notary Public Signature
Print Notary Name: Hayden Stinecoper
My commission expires: NOV 14, 2023

EXHIBIT "A"

Legal Description

LOT 1 OF MAA ROBINSON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 105, PAGE 23,
IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

BCC Mtg. Date: February 8, 2022

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Rebecca Wilson, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Post Office Box 2809
Orlando, FL 32801-3344
(407) 418-6250

Tax Parcel ID: 26-22-29-1229-01-000

TERMINATION OF
SCHOOL IMPACT FEE AGREEMENT
REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION
FOR X ORLANDO #19-002

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, 434 N. ORANGE INVESTMENT, LLC, a Delaware limited liability company (“**Owner**”) and CITY OF ORLANDO (“**Municipality**”); THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida (“**OCPS**”); and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**County**”), executed and recorded that certain School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for X Orlando #19-002 recorded February 5, 2020, in Document # 20200075563, Public Records of Orange County, Florida (the “**Agreement**”), imposing certain obligations that run with title to certain real property situated in Orange County, Florida as more particularly described in **Exhibit “A”** and attached hereto (the “**Property**”).

WHEREAS, on July 11, 2019, the County conditionally accepted Owner’s Alternative Impact Fee calculation, subject to terms and conditions set forth in the Agreement; and

WHEREAS, Owner, as a condition of the Agreement, agreed to monitor the number of students generated at the Property by the development project over the course of five (5) years; and

WHEREAS, the Agreement stated that the student generation rate of the project would be 0.013 students per multi-family residential dwelling unit; and

WHEREAS, the Orange County Board of County Commissioners approved Ordinance Nos. 2020-35, 2021-15, and 2021-28 (collectively the “**Ordinance**”) with an effective date of October 1, 2021 that created a new category of School Impact Fees named “Multi-Family High Rise” with a student generation rate of 0.013 students per multi-family high rise unit; and

WHEREAS, the Owner’s project at the Property incorporates the physical design characteristics needed to permit it to qualify for the new Multi-Family High Rise school impact fee category; and

City Council Meeting: 12-6-21
Item: C-23 Documentary: 211206C23

WHEREAS, as a result of this Ordinance, the need for Alternative Impact Fee calculations for residential buildings qualifying for the new category of “Multi-Family High Rise” has been eliminated for purposes of obtaining an Alternative Impact Fee calculation; and

WHEREAS, as a result of the Ordinance and the new Multi-Family High Rise category of School Impact Fees, monitoring the number of students generated at the Property is no longer required; and

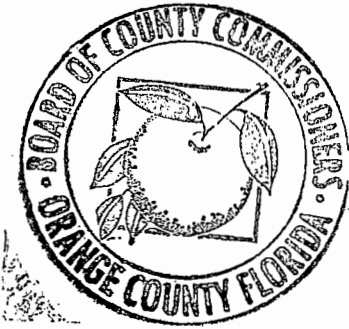
WHEREAS, Owner has agreed to waive any claims to monies, including, but not limited to, monitoring fees and previously paid school impact fees, paid to County, Municipality, and/or OCPS pursuant to the Agreement and desires that said monies should remain with County, Municipality, and/or OCPS, as applicable; and

WHEREAS, Owner, Municipality, OCPS, and the County agree to terminate the Agreement.

NOW THEREFORE, the undersigned hereby terminate the Agreement such that, from and after the full execution by the parties hereto and recording of this Termination of School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for X Orlando #19-002 (“**Termination of Agreement**”), the Property shall no longer be encumbered by, or held subject to, the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Termination of Agreement as of the dates noted below their signatures.

Signature Pages follow



COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *B. L. Demings*

B Jerry L. Demings
Orange County Mayor

Date: *8 Feb 22*

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

By: *Noelia Perez*
for Deputy Clerk

Print name: *Noelia Perez*

MUNICIPALITY

ATTEST:

CITY OF ORLANDO, FLORIDA, a municipal corporation, organized and existing under the laws of the State of Florida (SEAL)

By:

STEPHANIE HERODICA, City Clerk

By:

Buddy Dyer
Mayor / Mayor Pro Tem

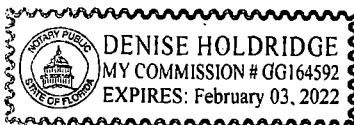
Date:

12.6.21

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of DECEMBER, 2021, by BUDDY DYER, as MAYOR of the CITY OF ORLANDO, on behalf thereof, who ☒ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]



Denise Holdridge
Name

Notary Public

Serial Number: GG164592

My Commission Expires: 2-3-22

FOR THE USE AND RELIANCE OF
CITY OF ORLANDO ONLY.

Approved as to form and legality,

Melissa Clarke

Melissa Clarke, Esq.

Assistant City Attorney

City of Orlando, Florida

City Council Meeting: 12-6-21

Item: C-23 Documentary: 211206C23

Signed, sealed and delivered in the presence of:

OCPS

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

Maricela Pagan
Print Name: Maricela Pagan

Murillo
Print Name: Murillo Cuatrecasas

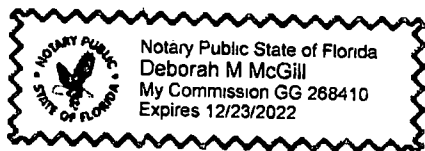
By: Teresa Jacobs
Teresa Jacobs, at its Chair

Date: November 16, 2021

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of November, 2021, by Teresa Jacobs, as Chair of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of the School Board, who ☒ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]



Deborah M. McGill
Notary Public
Printed Name: Deborah M. McGill
Commission No.: _____
My Commission Expires: _____

WITNESSES:

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

Marieliz Pagan
Print Name: Marieliz Pagan

Martin Gutierrez
Print Name: Martin Gutierrez

By: [Signature]
Barbara M. Jenkins, Ed.D.,
as its Superintendent

Date: 11-16-2021

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 16th day of November, 2021, by
_____, as _____ of THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, on behalf thereof,
who ☒ is personally known to me, or ☐ produced _____ as
identification.



[Signature]
Notary Public
Printed Name: Susan M. Adams
Commission No.: _____
My Commission Expires: _____

Approved as to form and legality by
legal counsel to The School Board
of Orange County, Florida this 11th
day of Nov, 2021,
for its exclusive use and reliance.

Reviewed and approved by Orange County
Public Schools Chief Facilities Officer this
15th day of Nov, 2021.

By: [Signature]
Jad M. Brewer, Esquire
OCPS Counsel

[Signature]
By: Rory A Salimbene Sr. Facilities Dir
John T. Morris, Chief Facilities Officer

OWNER

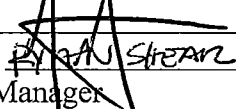
434 N. ORANGE INVESTMENT, LLC, a
Delaware limited liability company

By: 434 N. Orange Investment Mezzanine,
LLC, a Delaware limited liability
company, its sole member

By: 434 N. Orange Investment
Holdings, LLC, a Delaware limited
liability company, its sole member

By: PMG Orlando Manager, LLC,
a Delaware limited liability
company, its manager

By: PMG Worldwide, LLC, a
Florida limited liability
company, its sole member

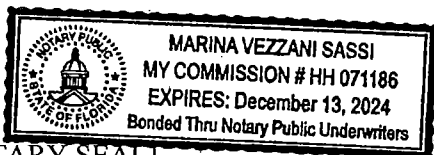
By: 
Name: RYAN STEARN
Title: Manager

Date: OCTOBER 25th, 2021

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 25 day of OCTOBER, 2021, by RYAN STEARN, as Manager of PMG
Worldwide, LLC, a Florida limited liability company, as sole member of PMG Orlando Manager, LLC, a
Delaware limited liability company, as manager of 434 N. Orange Investment Holdings, LLC, a Delaware
limited liability company, as sole member of 434 N. Orange Investment Mezzanine, LLC, a Delaware
limited liability company, as sole member of 434 N. Orange Investment, LLC, a Delaware limited liability
company who ☒ is personally known to me, or ☐ produced _____ as
identification.



[AFFIX NOTARY SEAL]

Marina Sassi
Notary Public Signature
Print Notary Name: MARINA VEZZANI SASSI
My commission expires: DEC 13, 2024

EXHIBIT "A"

Legal Description

Lot 1 of CENTRAL STATION, according to the Plat thereof as recorded in Plat Book 79, Page 60, of the Public Records of Orange County, Florida.

BCC Mtg. Date: February 8, 2022

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Rebecca Wilson, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Post Office Box 2809
Orlando, FL 32801-3344
(407) 418-6250

Tax Parcel ID: **26-22-29-1853-06-000**

TERMINATION OF
SCHOOL IMPACT FEE AGREEMENT
REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION
FOR MODERA AT CREATIVE VILLAGE #19-004

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, MCRT INVESTMENTS, LLC, a Delaware limited liability company ("**Owner**") and CITY OF ORLANDO ("**Municipality**"); THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida ("**OCPS**"); and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("**County**"), executed and recorded that certain School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Modera at Creative Village #19-004, recorded February 5, 2020, in Document #20200075568, Public Records of Orange County, Florida (the "**Agreement**"), imposing certain obligations that run with title to certain real property situated in Orange County, Florida as more particularly described in **Exhibit "A"** and attached hereto (the "**Property**").

WHEREAS, on August 22, 2019, the County conditionally accepted Owner's Alternative Impact Fee calculation, subject to terms and conditions set forth in the Agreement; and

WHEREAS, Owner, as a condition of the Agreement, agreed to monitor the number of students generated at the Property by the development project over the course of five (5) years; and

WHEREAS, the Agreement stated that the student generation rate of the project would be 0.013 students per multi-family residential dwelling unit; and

WHEREAS, the Orange County Board of County Commissioners approved Ordinance Nos. 2020-35, 2021-15, and 2021-28 (collectively the "**Ordinance**") with an effective date of October 1, 2021 that created a new category of School Impact Fees named "Multi-Family High Rise" with a student generation rate of 0.0298 students per multi-family high rise unit; and

WHEREAS, the Owner's project at the Property incorporates the physical design characteristics needed to permit it to qualify for the new Multi-Family High Rise school impact fee category; and

WHEREAS, as a result of this Ordinance, the need for Alternative Impact Fee calculations for residential buildings qualifying for the new category of "Multi-Family High Rise" has been eliminated for purposes of obtaining an Alternative Impact Fee calculation; and

WHEREAS, as a result of the Ordinance and the new Multi-Family High Rise category of School Impact Fees, monitoring the number of students generated at the Property is no longer required; and

WHEREAS, Owner entered into that certain Assignment and Assumption of Purchase Agreement and Development Agreement with MCREF III CREATIVE VILLAGE APARTMENTS LLC ("**MCREF**"), recorded on December 20, 2019 in instrument # 20190798196, Public Records of Orange County, Florida; and

WHEREAS, MCREF, as current owner of the Property, as evidenced by that certain Special Warranty Deed from City to MCREF, as recorded on December 20, 2019 in instrument # 20190798197, Public Records of Orange County, Florida, and successor-in-interest to Owner is bound by the benefits and duties of the Agreement ("**Current Owner**"); and

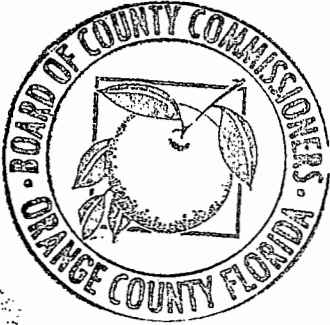
WHEREAS, MCREF has agreed to waive any claims to monies, including, but not limited to, monitoring fees and previously paid school impact fees, paid to County, Municipality, and/or OCPS pursuant to the Agreement and desires that said monies should remain with County, Municipality, and/or OCPS, as applicable; and

WHEREAS, MCREF, Municipality, OCPS, and the County agree to terminate the Agreement.

NOW THEREFORE, the undersigned hereby terminate the Agreement such that, from and after the full execution by the parties hereto and recording of this Termination of School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Modera at Creative Village #19-004 ("**Termination of Agreement**"), the Property shall no longer be encumbered by, or held subject to, the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Termination of Agreement as of the dates noted below their signatures.

Signature Pages follow



COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan W. Brooks*
for Jerry L. Demings
Orange County Mayor

Date: 8 Feb 22

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

By: *Nselia Perez*
for Deputy Clerk

Print name: Nselia Perez

MUNICIPALITY

ATTEST:

CITY OF ORLANDO, FLORIDA, a municipal corporation, organized and existing under the laws of the State of Florida (SEAL)

By: SMH

STEPHANIE HERDIA, City Clerk

By: [Signature]

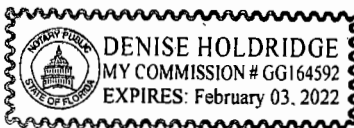
Mayor / Mayor Pro Tem

Date: 12-4-21

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of DECEMBER, 2021, by BOBBY DYER, as MAYOR of the CITY OF ORLANDO, on behalf thereof, who ☒ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]



Denise Holdridge
Name

Notary Public

Serial Number: GG164592

My Commission Expires: 2-3-22

FOR THE USE AND RELIANCE OF
CITY OF ORLANDO ONLY.

Approved as to form and legality,

[Signature]
Melissa Clarke, Esq.

Assistant City Attorney

City of Orlando, Florida

City Council Meeting: 12-6-21
Item: C-23 Documentary: 211206C23

Signed, sealed and delivered in the presence of:

OCPS

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

Maribel Pagan
Print Name: Maribel Pagan

Martin Gutierrez
Print Name: Martin Gutierrez

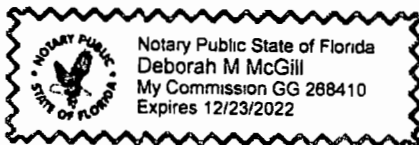
By: Teresa Jacobs
Teresa Jacobs, at its Chair

Date: November 16, 2021

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of November, 2021, by Teresa Jacobs, as Chair of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of the School Board, who ☒ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]



Deborah M. McGill
Notary Public
Printed Name: Deborah M. McGill
Commission No.: _____
My Commission Expires: _____

WITNESSES:

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

Marieliz Pagan
Print Name: Marieliz Pagan

By: [Signature]
Barbara M. Jenkins, Ed.D.,
as its Superintendent

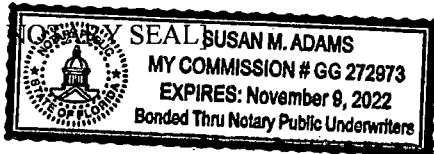
[Signature]
Print Name: Marlon Gutierrez

Date: 11-16-2021

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of November, 2021, by _____, as _____ of THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, on behalf thereof, who ☒ is personally known to me, or ☐ produced _____ as identification.

[AFFIX



[Signature]
Notary Public
Printed Name: Susan M. Adams
Commission No.: _____
My Commission Expires: _____

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida this 11th day of Nov, 2021, for its exclusive use and reliance.

Reviewed and approved by Orange County Public Schools Chief Facilities Officer this 15th day of Nov, 2021.

By: [Signature]
Jad M. Brewer, Esquire
OCPS Counsel

[Signature]
By: Rory A. Salimbeni, Sr. Fac. Exec. Dir.
John T. Morris, Chief Facilities Officer

CURRENT OWNER

Agreed to and Accepted as of the date first written above

MCREF III CREATIVE VILLAGE APARTMENTS, LLC, a Delaware limited liability company

By: Mill Creek Fund III LLC, its sole member

By: MCRT Fund III Manager LLC, its Manager

By: [Signature]

Name: Damon Kolb

Title: Vice President

Date: 10/20/21

STATE OF Florida

COUNTY OF Orange

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of October, 2021, by Damon Kolb, as Vice President of MCRT Fund III Manager, as manager of Mill Creek Fund III LLC, as sole member of MCREF III Creative Village Apartments, LLC, a Delaware limited liability company, on behalf thereof, who ☐ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

[Signature]
Notary Public Signature
Print Notary Name Kelly L O'Donahoe
My commission expires: _____

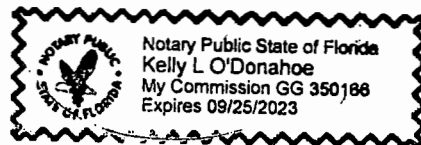


EXHIBIT "A"

Legal Description

TRACT 1:

LOT 6 OF CREATIVE VILLAGE-PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 93, PAGES 60 THROUGH 64, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TRACT 2:

A PORTION OF LOT 6, CREATIVE VILLAGE - PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 93, PAGES 60-64 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND A PORTION OF THE PUBLIC RIGHT-OF-WAY OF RONALD BLOCKER AVENUE, PLATTED AS REVERE AVENUE, ACCORDING TO C.G. CHAMBERLAIN'S SUBDIVISION, AS RECORDED IN PLAT BOOK D, PAGE 119 OF SAID PUBLIC RECORDS, AND A PORTION OF THE PUBLIC RIGHT-OF-WAY OF ALEXANDER PLACE, ACCORDING TO SAID CREATIVE VILLAGE - PHASE 1 PLAT. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST AMELIA STREET, CREATIVE VILLAGE - PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 93, PAGES 60-64 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LOCATED NORTH 71°59'10" WEST, A DISTANCE OF 43.83 FEET FROM THE NORTHEAST CORNER OF LOT 6, OF SAID CREATIVE VILLAGE - PHASE 1; THENCE SOUTH 71°59'10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND THE EASTERLY EXTENSION THEREOF, A DISTANCE OF 96.56 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF F.A. PEPPERCORN'S REPLAT, AS RECORDED IN PLAT BOOK G, PAGE 49, OF SAID PUBLIC RECORDS; THENCE SOUTH 00°29'09" EAST ALONG SAID NORTHERLY EXTENSION AND SAID WEST BOUNDARY LINE AND ALONG THE WEST LINE OF LOT 4, BLOCK "D", C.G. CHAMBERLAIN'S SUBDIVISION, AS RECORDED IN PLAT BOOK D, PAGE 119 OF SAID PUBLIC RECORDS, A DISTANCE OF 305.53 FEET TO A POINT 0.54 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 89°44'30" WEST A DISTANCE OF 80.12 FEET TO A POINT LYING AND BEING N89°42'47" WEST A DISTANCE OF 30.12 FEET AND S00°28'50" EAST A DISTANCE OF 0.69 FEET SOUTH OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE N00°28'50" WEST A DISTANCE OF 319.18 FEET; THENCE NORTH 36°13'50" WEST, A DISTANCE OF 19.65 FEET TO THE POINT OF BEGINNING.

THE ABOVE TRACT 2 BEING A PARCEL VACATED BY ORDINANCE NO. 2019-33, OF THE CITY OF ORLANDO, FLORIDA, RECORDED JUNE 17, 2019 IN OFFICIAL RECORDS INSTRUMENT NO. 20190370447, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

BCC Mtg. Date: February 8, 2022

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Rebecca Wilson, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Post Office Box 2809
Orlando, FL 32801-3344
(407) 418-6250

Tax Parcel ID:
13-22-29-3928-04-011
13-22-29-3928-04-032
13-22-29-3928-04-110
13-22-29-3928-04-050
13-22-29-3928-04-040

TERMINATION OF
SCHOOL IMPACT FEE AGREEMENT
REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION
FOR ALTA AT HEALTH VILLAGE #19-005

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, ALTA AT HEALTH VILLAGE ASSOCIATES, LLP, a Delaware limited liability partnership ("**Owner**") and CITY OF ORLANDO ("**Municipality**"); THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida ("**OCPS**"); and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("**County**"), executed and recorded that certain School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Alta at Health Village #19-005 recorded May 19, 2020 in Document #20200287049, Public Records of Orange County, Florida (the "**Agreement**") imposing certain obligations that run with title to certain real property situated in Orange County, Florida as more particularly described in **Exhibit "A"** and attached hereto (the "**Property**").

WHEREAS, on September 26, 2019, the County conditionally accepted Owner's Alternative Impact Fee calculation, subject to terms and conditions set forth in the Agreement; and

WHEREAS, Owner, as a condition of the Agreement, agreed to monitor the number of students generated at the Property by the development project over the course of five (5) years; and

WHEREAS, the Agreement stated that the student generation rate of the project would be 0.013 students per multi-family residential dwelling unit; and

WHEREAS, the Orange County Board of County Commissioners approved Ordinance Nos. 2020-35, 2021-15, and 2021-28 (collectively the "**Ordinance**") with an effective date of October 1, 2021 that created a new category of School Impact Fees named "Multi-Family High Rise" with a student generation rate of 0.013 students per multi-family high rise unit; and

City Council Meeting: 12-6-21
Item: C-23 Documentary: 211206C23

WHEREAS, the Owner's project at the Property incorporates the physical design characteristics needed to permit it to qualify for the new Multi-Family High Rise school impact fee category; and

WHEREAS, as a result of this Ordinance, the need for Alternative Impact Fee calculations for residential buildings qualifying for the new category of "Multi-Family High Rise" has been eliminated for purposes of obtaining an Alternative Impact Fee calculation; and

WHEREAS, as a result of the Ordinance and the new Multi-Family High Rise category of School Impact Fees, monitoring the number of students generated at the Property is no longer required; and

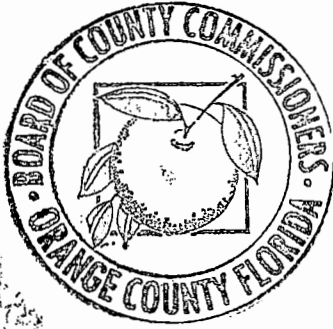
WHEREAS, Owner has agreed to waive any claims to monies, including, but not limited to, monitoring fees and previously paid school impact fees, paid to County, Municipality, and/or OCPS pursuant to the Agreement and desires that said monies should remain with County, Municipality, and/or OCPS, as applicable; and

WHEREAS, Owner, Municipality, OCPS, and the County agree to terminate the Agreement.

NOW THEREFORE, the undersigned hereby terminate the Agreement such that, from and after the full execution by the parties hereto and recording of this Termination of School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Alta at Health Village #19-005 ("**Termination of Agreement**"), the Property shall no longer be encumbered by, or held subject to, the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Termination of Agreement as of the dates noted below their signatures.

Signature Pages follow



COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan B. Brooks*
Jerry L. Demings
Orange County Mayor

Date: *8 Feb 22*

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

By: *Neelia Per*
for Deputy Clerk

Print name: *Neelia Per*

MUNICIPALITY

ATTEST:

CITY OF ORLANDO, FLORIDA, a municipal corporation, organized and existing under the laws of the State of Florida (SEAL)

By: Stephanie Holdridge
STEPHANIE HOLDRIDGE, City Clerk

By: Buddy Dyer
Mayor / Mayor Pro Temp

Date: 12.6.21

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of DECEMBER, 2021, by BUDDY DYER, as MAYOR of the CITY OF ORLANDO, on behalf thereof, who ☒ is personally known to me, or ☐ produced _____ as identification.

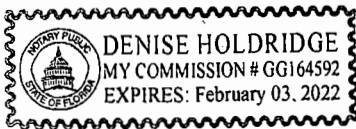
Denise Holdridge
Name

Notary Public

Serial Number: GG164592

My Commission Expires: 2-3-22

[AFFIX NOTARY SEAL]



FOR THE USE AND RELIANCE OF
CITY OF ORLANDO ONLY.

Approved as to form and legality,

Melissa Clarke

Melissa Clarke, Esq.

Assistant City Attorney

City of Orlando, Florida

City Council Meeting: 12-6-21
Item: C-23 Documentary: 211206C23

Signed, sealed and delivered in the presence of:

OCPS

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

Marteliz Pagan
Print Name: Marteliz Pagan

Murkin Gutierrez
Print Name: Murkin Gutierrez

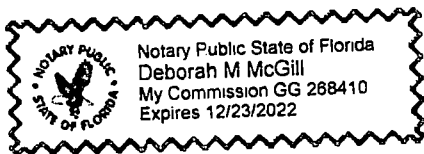
By: Teresa Jacobs
Teresa Jacobs, at its Chair

Date: November 16, 2021

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of November, 2021, by Teresa Jacobs, as Chair of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of the School Board, who ☒ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]



Deborah M. McGill
Notary Public
Printed Name: Deborah M. McGill
Commission No.: _____
My Commission Expires: _____

WITNESSES:

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

Marieliz Pagan
Print Name: Marieliz Pagan

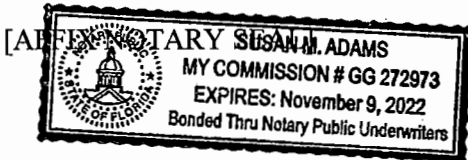
By: [Signature]
Barbara M. Jenkins, Ed.D.,
as its Superintendent

[Signature]
Print Name: Marilyn Cuatrecasas

Date: 11-16-2021

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of November, 2021, by _____, as _____ of THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, on behalf thereof, who ☒ is personally known to me, or ☐ produced _____ as identification.



[Signature]
Notary Public
Printed Name: Susan M. Adams
Commission No.: _____
My Commission Expires: _____

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida this 11th day of Nov., 2021, for its exclusive use and reliance.

Reviewed and approved by Orange County Public Schools Chief Facilities Officer this 15th day of Nov., 2021.

By: [Signature]
Jad M. Brewer, Esquire
OCPS Counsel

[Signature]
By: Rory A. Salimbene Sr. For Eric D.
John T. Morris, Chief Facilities Officer

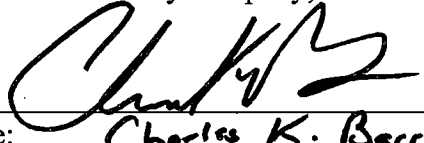
OWNER

**ALTA AT HEALTH VILLAGE
ASSOCIATES, LLP**, a Delaware limited
liability partnership

By: Alta at Health Village, LLC, a Delaware
limited liability company, a partner

By: WS Health Village LLC, a Delaware
limited liability company, its manager

By: WP Florida/Washington, LLC, a Delaware
limited liability company, its manager

By: 
Name: Charles K. Barrus
Title: VP

Date: 10-26-21

STATE OF FLORIDA

COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 26 day of OCTOBER, 2021, by
CHARLES K. BARRUS, as VP of WP Florida/Washington, LLC, which is the
manager of WS Health Village, LLC, which is the manager of Alta at Health Village, LLC, which is a
partner of ALTA AT HEALTH VILLAGER ASSOCIATES, LLP, on behalf thereof, who ☒ is personally
known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]

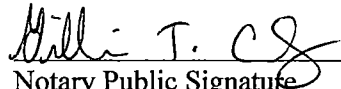

Notary Public Signature
Print Notary Name: GILLIAN T. CHUNG
My commission expires: 02/26/2023



EXHIBIT "A"

Legal Description

13-22-29-3928-04-011:

Lot 6, Tutwiler's Subdivision as recorded in Plat Book H, Page 49, and the East 45 feet of Lot 1, Block D, of Ivanhoe Terrace, and the North 15 feet of the East 60 feet of the West 150 feet of Lot 2, Block D, of Ivanhoe Terrace, as recorded in Plat Book G, Page 43, Public Records of Orange County, Florida.

13-22-29-3928-04-032:

The East 100 feet of Lot 3 and the West 50 feet of the East 100 feet of the South 22.5 feet of Lot 2 and the East 50 feet of Lot 2 and all of Lots 6 and 7, Block "D" and Lots 3,4,5,8, 10,11,12 and 13, Block "G" (less the East 5 feet of Lots 11, 12 and 13, Block "G" for road right of way) all in IVANHOE TERRACE SUBDIVISION, Plat Book "G", Page 43, Public Records of Orange County, Florida, together with any and all improvements thereon.

13-22-29-3928-04-110:

Lot 4, Block D, Ivanhoe Terrace, according to the plat thereof, as recorded in Plat Book G, Page 43, Public Records of Orange County, Florida; and

Lot 8, facing and adjacent to Winter Park Avenue a/k/a East Winter Park Street, and Lots 11 and 12, Block D, Ivanhoe Terrace, according to the plat thereof, as recorded in Plat Book G, Page 43, Public Records of Orange County, Florida.

13-22-29-3928-04-050:

Lot 5, Block D, IVANHOE TERRACE, according to the plat thereof as recorded in Plat Book G, Page 43, Public Records of Orange County, Florida.

13-22-29-3928-04-040:

Lot 4, Block D, Ivanhoe Terrace, according to the plat thereof as recorded in Plat Book G, Page 43, Public Records of Orange County, Florida; and Lot 8 facing and adjacent to Winter Park Avenue a/k/a East Winter Park Street and Lots 11 and 12, Block D, Ivanhoe Terrace, according to the plat thereof as recorded in Plat Book G, Page 43, Public Records of Orange County, Florida.

BCC Mtg. Date: February 8, 2022

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Rebecca Wilson, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Post Office Box 2809
Orlando, FL 32801-3344
(407) 418-6250

Tax Parcel ID: **24-22-29-4501-01-000**

TERMINATION OF
SCHOOL IMPACT FEE AGREEMENT
REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION
FOR BROADSTONE LAKEHOUSE #20-002

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, 111 LAKE HOUSE JV, LLC, a Delaware limited liability company ("Owner") and CITY OF ORLANDO ("Municipality"); THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida ("OCPS"); and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("County"), executed and recorded that certain School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Broadstone Lakehouse #20-002 recorded January 5, 2021 in Document #20210006258, Public Records of Orange County, Florida (the "Agreement") imposing certain obligations that run with title to certain real property situated in Orange County, Florida as more particularly described in Exhibit "A" and attached hereto (the "Property").

WHEREAS, on or about January 8, 2019, Owner paid to the City of Orlando its Orange County School Impact Fee at the rate of \$5,919 per unit in accordance with the general Multi-Family rate per "Orange County Public Schools School Impact Fee Study Update Final Report" dated February 5, 2016; and

WHEREAS, the Owner gave written notice to the City that such Orange County School Impact Fee was "Paid Under Protest"; and

WHEREAS, on February 19, 2019, the City made a transfer payment of ONE MILLION FOUR HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED FORTY DOLLARS AND THIRTY-SIX CENTS (\$1,446,840.36) ("OCPS Transfer Amount"); and

WHEREAS, the OCPS Transfer Amount is equal to \$1,491,588 School Impact Fee paid less the \$44,747.64 administration fee to the City; and

WHEREAS, on July 9, 2020, the County conditionally accepted Owner's Alternative Impact Fee calculation, subject to terms and conditions set forth in the Agreement; and

City Council Meeting: 12-6-21
Item: C-23 Documentary: 211206023

WHEREAS, Owner, as a condition of the Agreement, agreed to monitor the number of students generated at the Property by the development project over the course of five (5) years; and

WHEREAS, the Agreement stated that the student generation rate of the project would be 0.013 students per multi-family residential dwelling unit; and

WHEREAS, the Agreement also implemented the Alternative Impact Fee for a refund of ONE MILLION THREE HUNDRED SIXTY-NINE THOUSAND FOUR HUNDRED SEVENTY-SIX DOLLARS AND THIRTY-SIX CENTS (\$1,369,476.36) ("Impact Fee Refund");

WHEREAS, OCPS paid to Owner the Impact Fee Refund on or about January 13, 2021; and

WHEREAS, the Orange County Board of County Commissioners approved Ordinance Nos. 2020-35, 2021-15, and 2021-28 (collectively the "Ordinance") with an effective date of October 1, 2021 that created a new category of School Impact Fees named "Multi-Family High Rise" with a student generation rate of 0.013 students per multi-family high rise unit; and

WHEREAS, the Owner project at the Property incorporates the physical design characteristics needed to permit it to qualify for the new Multi-Family High Rise school impact fee category; and

WHEREAS, as a result of this Ordinance, the need for Alternative Impact Fee calculations for residential buildings qualifying for the new category of "Multi-Family High Rise" has been eliminated for purposes of obtaining an Alternative Impact Fee calculation; and

WHEREAS, as a result of the Ordinance and the new Multi-Family High Rise category of School Impact Fees, monitoring the number of students generated at the Property is no longer required; and

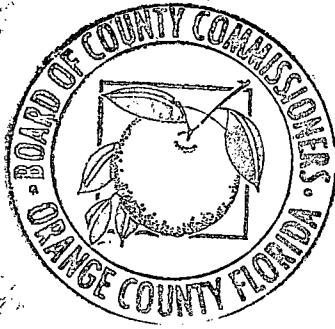
WHEREAS, Owner has agreed to waive any claims to monies, including, but not limited to, monitoring fees and previously paid school impact fees, except the Impact Fee Refund, paid to County, Municipality, and/or OCPS pursuant to the Agreement and desires that said monies should remain with County, Municipality, and/or OCPS, as applicable; and

WHEREAS, Owner, Municipality, OCPS, and the County agree to terminate the Agreement.

NOW THEREFORE, the undersigned hereby terminate the Agreement such that, from and after the full execution by the parties hereto and recording of this Termination of School Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Broadstone Lakehouse #20-002 ("Termination of Agreement"), the Property shall no longer be encumbered by, or held subject to, the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Termination of Agreement as of the dates noted below their signatures.

Signature Pages follow



COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Date: *8 February 2022*

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

By: *Noelia Perez*
for Deputy Clerk

Print name: *Noelia Perez*

[Additional signature pages to follow]

MUNICIPALITY

ATTEST:

CITY OF ORLANDO, FLORIDA, a municipal corporation, organized and existing under the laws of the State of Florida (SEAL)

By: [Signature]
STEPHANIE HERDOCK, City Clerk

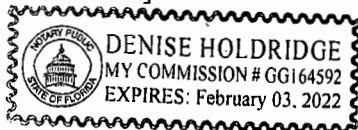
By: [Signature]
Mayor / Mayor Pro Tem

Date: 12.6.21

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of DECEMBER, 2021, by BUDDY DYER, as MAYOR of the CITY OF ORLANDO, on behalf thereof, who ☒ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]



[Signature]
Name

Notary Public

Serial Number: GG164592

My Commission Expires: 2-3-22

FOR THE USE AND RELIANCE OF
CITY OF ORLANDO ONLY.

Approved as to form and legality,

[Signature]

Melissa Clarke, Esq.

Assistant City Attorney

City of Orlando, Florida

[Additional signature pages to follow]

Signed, sealed and delivered in the presence of:

OCPS

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

Maneliz Pagan
Print Name: Maneliz Pagan

Marlin Gutierrez
Print Name: Marlin Gutierrez

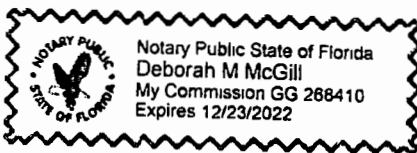
By: Teresa Jacobs
Teresa Jacobs, at its Chair

Date: November 16, 2021

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of November, 2021, by Teresa Jacobs, as Chair of The School Board of Orange County, Florida, a public corporate body and political subdivision of the State of Florida, on behalf of the School Board, who ☐ is personally known to me, or ☐ produced _____ as identification.

[AFFIX NOTARY SEAL]



Deborah M. McGill
Notary Public
Printed Name: Deborah M. McGill
Commission No.: _____
My Commission Expires: _____

[Additional signature pages to follow]

WITNESSES:

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

Marieliz Pagan
Print Name: Marieliz Pagan

By: [Signature]
Barbara M. Jenkins, Ed.D.,
as its Superintendent

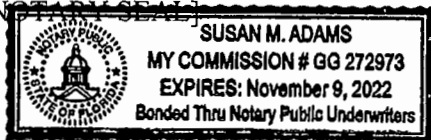
[Signature]
Print Name: Martin Gutierrez

Date: 11-16-2021

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 16th day of November, 2021, by
[Signature], as [Signature] of THE SCHOOL BOARD OF ORANGE
COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, on behalf thereof,
who ☒ is personally known to me, or ☐ produced [Signature] as
identification.

[AFFIX NOTARY SEAL]



[Signature]
Notary Public
Printed Name: Susan M. Adams
Commission No.: _____
My Commission Expires: _____

Approved as to form and legality by
legal counsel to The School Board
of Orange County, Florida this 11th
day of Nov., 2021,
for its exclusive use and reliance.

Reviewed and approved by Orange County
Public Schools Chief Facilities Officer this
15th day of Nov., 2021.

By: [Signature]
Jad M. Brewer, Esquire
OCPS Counsel

[Signature]
By: Rory A Salimbene, S. Facilities Dir
John T. Morris, Chief Facilities Officer

OWNER

111 LAKE HOUSE JV, LLC, a Delaware
limited liability company

By: 111 LH Member Manager LLC, a Florida
limited liability company, its manager

By: [Signature]
Name: John Zeledon
Title: Manager

STATE OF FLORIDA

COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 19TH day of OCTOBER, 2021; by
JOHN ZELEDON, as MANAGER of 111 LH Member Manager LLC, which is the
manager of 111 LAKE HOUSE JV, LLC, on behalf thereof, who ☒ is personally known to me, or ☐
produced _____ as identification.

[Signature]

Notary Public Signature

Print Notary Name: _____

My commission expires: _____

[AFFIX NOTARY SEAL]

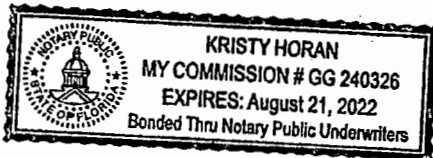


EXHIBIT "A"

Legal Description

Lot 1 and Tract A, Lake House, according to the plat thereof as recorded in Plat Book 100, pages 14 and 15, Public Records of Orange County, Florida.