



Interoffice Memorandum

January 3, 2020

TO: Mayor Jerry L. Demings  
and the Board of County Commissioners

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

CONTACT PERSON: Humberto Castellero, PE, PTOE, Interim Division Manager  
Traffic Engineering Division

PHONE NUMBER: (407) 836-7891

SUBJ: School Impact Fee Agreement for Modera At Creative Village  
Application #19-004

The alternative school impact fee calculation for Modera At Creative Village, located within the City of Orlando, was reviewed and approved by the Impact Fee Committee, in consultation with The Orange County School Board and the City of Orlando, on September 26, 2019.

The School Impact Fee Code governs school impact fees throughout Orange County, including within municipalities.

The impact fee variables approved by the Committee to be used to calculate the alternative impact fee for this development are:

Variable	Alternative School Impact Study Results (2600 DU)	Ordinance Rate Multi-Family
Student Generation Rate (SGR)	0.013	.2810
Student Threshold	4	115
Total cost per student station		\$27,053.00
Net impact cost per student station		\$21,065.00
Monitoring Fee	\$2,000.00	N/A

The alternative school impact fee utilizing the above variables and based on 292 dwelling units is \$307 per dwelling unit. This rate differs from the applicable ordinance rate of \$5,919 per dwelling unit (per Ordinance Rate Schedule of January 1, 2017 to present). The alternative school impact fee for 292 units totals \$89,644 and will be paid directly to the City of Orlando at the time of building permit issuance. Additionally, MCRT Investments, LLC will pay The School Board of Orange County, Florida \$2,000 to cover the anticipated costs of conducting the monitoring over the course of the five year monitoring period.

January 3, 2020

SUBJ: **School Impact Fee Agreement for Modera At Creative Village  
Application #19-004**

Page 2

This agreement has been approved in form by the County Attorney's Office and Risk Management.

**Action Requested: Approval and execution of School Impact Fee Agreement regarding an alternative impact fee calculation for Modera at Creative Village #19-004 by and among MCRT Investments, LLC; City of Orlando; The School Board of Orange County, Florida and Orange County. District 6.**

JCK/HM/vp/nad



Interoffice Memorandum

January 3, 2020

TO: Jeff Dunn, Assistant Project Manager  
Community, Environmental and Development Services Dept.  
Fiscal and Operational Support Division

FROM: Vibhuti Patel, Assistant Project Manager  
Traffic Engineering Division

SUBJ: **Alternate School Impact Fee Case # 19-004**

Following is the staff report and recommendation subsequent the review by the Impact Fee Committee of the above referenced project:

Project Information:

*Project Name:* Modera at Creative Village  
*Location:* W. Amelia St and Future Chatham Ave

*Size:* 292 Multi-Family Dwelling Units

Study Results:

*Student Generation Rate:* 0.013  
*Student Threshold:* 4  
*Alternative Impact Fee Rate:* \$307 per dwelling unit

Monitoring:

Based on a review of the property's site plan, the maximum fee for the subsequent monitoring at the site, that will be paid directly to The School Board of Orange County, Florida (OCPS) was calculated as:

\$2,000.00

Additional Information:

*Date Approved by IFC:* September 26, 2019

Comments: *This project is located within the City of Orlando, Florida. School Impact Fees in the amount of \$89,644 will be paid directly to the City at the time of permitting.*

BCC Mtg. Date: January 28, 2020

1 THIS INSTRUMENT PREPARED BY  
2 AND AFTER RECORDING RETURN TO:  
3  
4 Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
5 Attn: M. Rebecca Wilson  
6 215 North Eola Drive  
7 Post Office Box 2809  
8 Orlando, FL 32801-3344  
9 (407) 843-4600

10  
11 Tax Parcel ID(s): 26-22-29-1853-06-000  
12  
13  
14  
15

16 **SCHOOL IMPACT FEE AGREEMENT**  
17 **REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION**  
18  
19 **FOR MODERA AT CREATIVE VILLAGE**  
20 **#19-004**  
21

22 This SCHOOL IMPACT FEE AGREEMENT REGARDING AN  
23 ALTERNATIVE IMPACT FEE CALCULATION FOR MODERA AT CREATIVE  
24 VILLAGE (the “Agreement”), effective as of the latest day of execution (the “Effective  
25 Date”), is made and entered into by and among MCRT INVESTMENTS, LLC, a Delaware  
26 limited liability company whose mailing address is 5910 N. Central Expressway Suite  
27 1100, Dallas, TX 75206 (“Owner”); CITY OF ORLANDO, whose mailing address is 400  
28 South Orange Avenue, Orlando, Florida 32801 (“Municipality”); THE SCHOOL BOARD  
29 OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the  
30 State of Florida, whose address is 445 West Amelia Street, Orlando, Florida 32801  
31 (“OCPS”), and ORANGE COUNTY, a charter county and political subdivision of the State  
32 of Florida, whose mailing address is c/o County Administrator, P.O. Box 1393, Orlando,  
33 FL 32802-1393 (“County”). Owner, OCPS, Municipality and County are sometimes  
34 collectively referred to herein as the “Parties.”

**WITNESSETH:**

1  
2 WHEREAS, Owner holds fee simple title to certain real property, as shown on  
3 Exhibit “A” and as particularly described on Exhibit “B”, both attached hereto and  
4 incorporated herein by this reference (the “Property”);

5 WHEREAS, pursuant to MPL#2019-10007, Owner intends to develop all or a  
6 portion of the Property as a multifamily apartment complex with 292 multifamily units,  
7 known as Modera at Creative Village (“the Project”); and

8 WHEREAS, the Project’s physical characteristics include ground floor commercial  
9 space and apartments in an eight (8) story building; an integrated parking garage with  
10 approximately 335 spaces; and a density of 167 units an acre;

11 WHEREAS, pursuant to Sections 23-144 and -145 of the Orange County Code, as  
12 may be amended (the “Alternative School Impact Fee Code”), an alternative school impact  
13 fee study was conducted to calculate an alternative school impact fee (“Alternative Impact  
14 Fee”) calculation for the Project and show that the Project will generate fewer school age  
15 children than would be expected under the current student generation rate for multifamily  
16 residential development established in the Orange County Public Schools School Impact  
17 Fee Study Updated Final Report dated February 5, 2016, as may be amended from time to  
18 time (“Updated Final Report”);

19 WHEREAS, the purpose of the study is to determine whether the permanent  
20 physical characteristics and limitations of the Project will result in a reduced student  
21 generation rate initially and during the useful life of the improvements of the Project as  
22 compared to the student generation rate for multifamily residential development in  
23 accordance with the Updated Final Report;

24 WHEREAS, in lieu of an individual study, Owner requests that the County accept  
25 the Orange County Public Schools School Impact Fee Update Study conducted by Tindale  
26 Oliver and published May 29, 2019 (the “Study”);

1           WHEREAS, Owner submitted the Study and the Alternative Impact Fee calculation  
2 to County prior to the issuance of any building permit for the Project; and

3           WHEREAS, on August 22, 2019, County conditionally accepted Owner's  
4 Alternative Impact Fee calculation with an anticipated Alternative Impact Fee calculation  
5 of \$307.00 per unit, subject to the terms and conditions hereafter set forth; and

6           WHEREAS, the Parties are entering into this Agreement pursuant to the Alternative  
7 School Impact Fee Code.

8           NOW, THEREFORE, in consideration of the premises contained herein and other  
9 good and valuable consideration exchanged by and among the Parties, the receipt and  
10 sufficiency of which are hereby acknowledged, the Parties hereto stipulate and agree as  
11 follows:

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

14           2.       **Conditional Acceptance of Alternative Impact Fee Calculation.** Subject  
15 to the terms and conditions set forth in sections 3, 4 and 5 of this Agreement, County  
16 conditionally accepts the Alternative Impact Fee calculation submitted by Owner of  
17 \$307.00 per unit.

18           3.       **Establishment of Student Threshold and Threshold Amount.** Owner,  
19 County, Municipality, and OCPS hereby agree and accept that the student generation rate  
20 for the Project as set forth in the Alternative Impact Fee calculation submitted by Owner  
21 shall be 0.013 per multifamily residential dwelling unit ("SGR"), for a total of 4 (four)  
22 students generated for the Project ("Student Threshold") as of the Effective Date. Owner,  
23 County, Municipality and OCPS hereby agree and acknowledge that Owner shall pay to  
24 Municipality on behalf of OCPS the Alternative Impact Fee in the amount of \$89,644.00  
25 for the Project.

1           4.       ***Monitoring.***

2                   (a)       Within the applicable time frame, defined below, “monitoring” shall  
3 be conducted by OCPS. For purposes of this Agreement, the term “monitoring” shall mean  
4 the monitoring and auditing process and reporting process as set forth below:

5                           (i)       Monitoring and auditing process: No more than two (2)  
6 times per year for a period of five (5) consecutive years from the date upon which the  
7 Project is completed and ready for occupancy by tenants as evidenced by obtaining a  
8 certificate of occupancy for the Project (“Monitoring Term”), OCPS, at the sole cost and  
9 expense of the Owner, which such cost and expense shall not exceed the amount set forth  
10 in Section 5(a) of this Agreement, shall conduct an audit of the number of students  
11 generated by the Project to determine if the student generation rate for the Project exceeds  
12 the Student Threshold set forth herein and calculated pursuant to the adopted Alternative  
13 Impact Fee calculation by reviewing the actual number of school age children generated at  
14 the address associated with the Project (“Audited SG”); provided that OCPS shall conduct  
15 the monitoring and auditing of the Project based on the student enrollment data for the  
16 Project prepared and compiled biannually by OCPS in October and February of each year.

17                           (ii)       Reporting process: The Parties recognize that, in order to  
18 ensure adequate capacity is available as and when needed, OCPS needs as much lead time  
19 as possible to address any significant influx of new students generated by the Project over  
20 and above the anticipated Student Threshold. The Parties also recognize that it is possible  
21 that such a potential influx of students might not be discovered in time for OCPS to make  
22 arrangements to accommodate them if such potential students become residents at the  
23 Project shortly after one of OCPS’ semi-annual audits. Therefore, during the Monitoring  
24 Term, Owner agrees that it shall, to the extent permitted by applicable housing and privacy  
25 laws, if any, maintain an ongoing record of the number and address of school age children  
26 who reside in the Project as their primary and permanent residence for purposes of  
27 establishing school attendance. If at any time during the Monitoring Term such number

1 exceeds the Student Threshold by five percent (5%) Owner shall, within ten (10) days after  
2 becoming aware of same, report such number in writing to OCPS (the “Reported SG”).  
3 During the Monitoring Term upon thirty (30) days from written request from OCPS but no  
4 more than two (2) times per year, Owner, at Owner’s sole cost and expense, shall provide  
5 a written report to OCPS of the Reported SG. Owner further agrees, at Owner’s sole cost  
6 and expense, to promptly and diligently provide written notice to OCPS of any material  
7 modifications to the permanent physical characteristics and limitations of the Project, or  
8 any material changes to the composition of occupied units within the Project by Owner,  
9 which could reasonably be expected to cause an increase in the student generation rate for  
10 the Project during the Monitoring Term.

11 (b) The SGR identified in the Alternative Impact Fee calculation and  
12 Student Threshold shall be the benchmark value for comparison against the monitoring  
13 results.

14 5. ***Payments.***

15 (a) Within thirty (30) days of the Effective Date, Owner shall pay to  
16 OCPS an amount equal to Two Thousand and No/00 Dollars (\$2,000.00) to cover the  
17 anticipated costs of conducting the monitoring over the Monitoring Term (“Monitoring  
18 Fee”). If during the Monitoring Term, in the event OCPS is required to expend any funds  
19 in excess of the Monitoring Fee or otherwise retain or engage an independent consultant to  
20 conduct the monitoring required hereunder (“Additional Monitoring Costs”), OCPS shall  
21 provide written notice to Owner of the actual costs incurred by OCPS to conduct the  
22 monitoring and Owner shall be responsible for paying OCPS any Additional Monitoring  
23 Costs within thirty (30) days of receipt of any invoice from OCPS; provided, however, in  
24 no event shall Owner be responsible for additional monitoring fees in excess of Four  
25 Thousand and No/00 Dollars (\$4,000.00) total during the Monitoring Term of this  
26 Agreement.



1 (b) If the Audited SG or Reported SG (either, the “Actual SG”) exceeds  
2 the Student Threshold and SGR set forth in the Alternative Impact Fee calculation, Owner  
3 shall pay the difference between the Alternative Impact Fee accepted by the Municipality  
4 under section 2 above, and any additional fee shown to be owing pursuant to this paragraph  
5 (the “Additional School Impact Fee Amount”). The Additional School Impact Fee Amount  
6 shall be calculated by multiplying the difference between Actual SG and Student Threshold  
7 by Net Cost Per Student Station, in effect at the time of the monitoring, as shown below:

8 
$$(\text{Actual SG} - \text{Student Threshold}) \times \text{Net Cost Per Student Station} = \text{Additional School}$$
  
9 
$$\text{Impact Fee Amount}$$

10  
11 Upon payment of any Additional School Impact Fee Amount, the Student Threshold shall  
12 be increased to the Actual SG as the benchmark for additional / forthcoming monitoring  
13 by OCPS and self-reporting by Owner.

14 (c) OCPS shall provide written notice to Owner and Municipality  
15 outlining the Actual SG, Student Threshold and Additional School Impact Fee Amount  
16 (“Additional Fee Notice”). Owner shall pay the Additional School Impact Fee Amount to  
17 Municipality within thirty (30) days of Owner’s receipt of the Additional Fee Notice.

18 (d) If monitoring shows a decreased SGR, Owner shall not be entitled  
19 to any refund.

20 (e) Once paid to Municipality, the Alternative Impact Fee, Monitoring  
21 Fee, and/or Additional School Impact Fee Amount are all non-refundable.

22 (f) Notwithstanding anything herein seemingly to the contrary, the total  
23 amount of Owner’s payment(s) of the Alternative Impact Fee and any Additional School  
24 Impact Fee Amount(s) shall not exceed the total amount of the school impact fee that would  
25 have been payable pursuant to the fee schedule set forth in Article V of Chapter 23 of the  
26 Orange County Code (the “School Impact Fee Ordinance”) which was in effect on the  
27 Effective Date.

1           6.       ***Expansion of Development.*** This Agreement is effective only for the limits  
2 and scope of the Project as identified, described, and approved for development by  
3 Municipality as of the Effective Date. In the event the Project materially expands or is  
4 materially altered after the Effective Date, Owner, its successors, and/or assigns shall be  
5 subject to Municipality's development review process and OCPS' capacity and  
6 concurrency processes as set forth in that certain First Amended and Restated Interlocal  
7 Agreement for Public School Facility Planning and Implementation of Concurrency (as  
8 may be amended from time to time), which may include payment of additional school  
9 impact fees as applicable and pursuant to the fee schedule set forth in the School Impact  
10 Fee Ordinance at that time.

11           7.       ***Successors and Assigns.*** This Agreement shall be binding upon, and shall  
12 inure to the benefit and burden of, the heirs, legal representatives, successors, and assigns  
13 of the Parties and shall run with Property and be binding upon the successors and assigns  
14 of Owner and upon any person, firm, corporation, or entity who may become a successor  
15 in interest to Property.

16           8.       ***Notices.*** Any notice delivered with respect to this Agreement shall be in  
17 writing and shall be deemed to be delivered (whether or not actually received) (i) when  
18 hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice  
19 in the United States Mail, postage prepaid, certified mail, return receipt requested,  
20 addressed to the person at the address set forth opposite the Party's name below, or at such  
21 other address or to such other person as the party shall have specified by written notice to  
22 the other Party delivered in accordance herewith:

23  
24  
25  
26  
27  
28

As to Owner:                           MCRT Investments, LLC  
5910 N. Central Expressway, Suite 1100  
Dallas, TX 75206  
Attn: Eran Landry

1 With copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
2 215 N. Eola Drive  
3 Orlando, FL 32801  
4 Attn: M. Rebecca Wilson, Esq.  
5  
6 As to County: Director, Orange County Public Works Department  
7 4200 South John Young Parkway  
8 Orlando, FL 32839  
9  
10 With copies to: Orange County Public Works Department  
11 Manager, Traffic Engineering Division  
12 4200 South John Young Parkway  
13 Orlando, FL 32839  
14  
15 Orange County Planning, Environmental,  
16 and Development Services Department  
17 Manager, Fiscal and Operational Support Division  
18 201 South Rosalind Avenue  
19 Post Office Box 1393  
20 Orlando, FL 32802-1393  
21  
22 As to OCPS: The School Board of Orange County, Florida  
23 Facilities Planning  
24 6501 Magic Way, Building 200  
25 Orlando, FL 32809  
26  
27 With a copy to: The School Board of Orange County, Florida  
28 Office of Legal Services  
29 445 West Amelia Avenue  
30 Orlando, FL 32801  
31  
32 As to Municipality: City Planning Division, Economic Development  
33 Department  
34 City of Orlando  
35 400 S. Orange Avenue  
36 Orlando FL 32802-4990  
37  
38 With a copy to: City Attorney's Office  
39 City of Orlando  
40 400 S. Orange Avenue  
41 Orlando FL 32802-4990  
42

1           9.       **Recordation of Agreement.** The Parties hereto agree that this Agreement  
2 shall be recorded in the Public Records of Orange County, Florida, at Owner's expense,  
3 within ten (10) business days of the Effective Date.

4           10.      **Applicable Law.** This Agreement and the provisions contained herein shall  
5 be construed, controlled, and interpreted according to the laws of the State of Florida, and  
6 in accordance with the Orange County Code.

7  
8           11.      **Specific Performance.** County, Municipality, OCPS, and Owner shall each  
9 have the right to enforce the terms and conditions of this Agreement only by an action for  
10 specific performance. Notwithstanding the foregoing statement, nothing herein precludes  
11 Municipality from imposing a lien(s) against the Property for non-payment of impact fees  
12 as such would be due as set forth herein. Venue for any action(s) initiated under or in  
13 connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit  
14 in and for Orange County, Florida.

15           12.      **Attorney Fees** In the event any Party hereto brings an action or proceeding,  
16 including any counterclaim, cross-claim, or third party claim, against another Party arising  
17 out of this Agreement, each Party in such action or proceeding, including appeals  
18 therefrom, shall be responsible for its own attorney and other legal fees.

19           13.      **Amendments.** No amendment, modification, or other change to this  
20 Agreement shall be binding upon the Parties unless in writing and executed by all the  
21 Parties hereto.

22           14.      **Construction of Agreement.** Captions of the sections of this Agreement are  
23 for convenience and reference only, and the words contained therein shall in no way be

1 held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of  
2 the provisions of this Agreement.

3 15. **Counterparts.** This Agreement may be executed in up to four (4)  
4 counterparts, each of which shall be deemed an original, and all of which together shall  
5 constitute one and the same instrument.

6 16. **Termination.** This Agreement shall automatically terminate upon the  
7 expiration of the Monitoring Term and payment of the Additional School Impact Fee  
8 Amount, if any. Provided herein the provisions of Section 6 survive the Termination  
9 hereof.

10  
11  
12

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

IN WITNESS WHEREOF, County, Municipality, OCPS, and Owner have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.



**COUNTY**  
ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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

Date: *28 January 2020*

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

By: *Katie Smith*  
Deputy Clerk

Print name: **Katie Smith**

1

ATTEST:

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

By: Denise Aldridge  
Denise Aldridge, City Clerk

By: [Signature]  
~~Mayor~~ / Mayor Pro Tem

Date: NOVEMBER 14, 2019

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing was acknowledged before me this 14 day of NOVEMBER, 2019, By \_\_\_\_\_, Mayor / Pro Tem and DENISE ALDRIDGE, City Clerk, who is personally known to me who did (did not) take an oath.

[Signature]  
Name

Notary Public  
Serial Number: GG 300218  
My Commission Expires: 2.11.2023



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

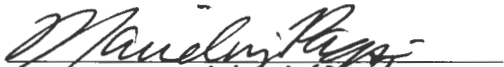

City Council Meeting: 11-11-19  
Item: C-16 Documentary: 19111C16


1

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

  
Print Name: Mindie Kagan  
  
Print Name: Araba Henley

By:   
Teresa Jacobs, at its Chair

Date: 10/31/19

2

3

4

STATE OF FLORIDA )

5

) s.s.:

6

COUNTY OF ORANGE )

7

8

The foregoing instrument was acknowledged before me this 4 day of  
November, 2019, 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. She is personally known to me or had produced  
\_\_\_\_\_ (type of identification) as identification and has  
acknowledged that she signed the instrument voluntarily for the purpose expressed in it.

9

10

11

12

13

14

15

16

17

18

19

20

21

22


23

24

25

26



  
Notary Public  
Printed Name: Nancy L. Conover  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



1 **WITNESSES:**

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

2  
3  
4  
5  
6  
7  
8 Mandi Papp  
9 Print Name: Mandi Papp

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

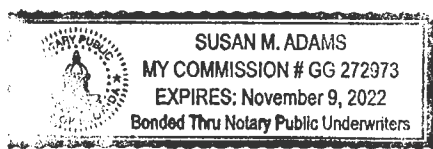
10  
11  
12 Arubia Heney  
13 Print Name: Arubia Heney

Date: Nov. 4, 2019

14  
15  
16  
17 STATE OF FLORIDA )  
18 ) s.s.:  
19 COUNTY OF ORANGE )

20  
21 The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of  
22 November, 2019, by Barbara M. Jenkins, Ed.D., as Superintendent of The  
23 School Board of Orange County, Florida, a public corporate body and political subdivision  
24 of the State of Florida, on behalf of The School Board. She is personally known to me or  
25 had produced \_\_\_\_\_ (type of identification) as identification and  
26 has acknowledged that he/she signed the instrument voluntarily for the purpose expressed  
27 in it.

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



28  
29  
30  
31  
32  
33  
34  
Approved as to form and legality by  
legal counsel to The School Board  
of Orange County, Florida this 28<sup>th</sup>  
day of October,  
2019, for its exclusive use and  
reliance.

Reviewed and approved by Orange County  
Public Schools Chief Facilities Officer this  
28<sup>th</sup> day of OCT, 2019.

By: [Signature]  
Laura L. Kelly, Esquire

By: [Signature]  
John T. Morris, Chief Facilities Officer

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33

WITNESSES:

OWNER

MCRT INVESTMENTS, LLC, a  
Delaware limited liability company

[Signature]  
Print Name: PAUL VOORHAR

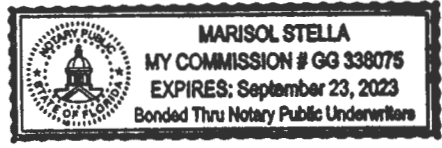
By: [Signature]  
Name: Eran B. Landry  
Title: VP of Development

[Signature]  
Print Name: ERIC J Buh

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7 day of October  
2019, by Eran B. Landry, as VP Development of MCRT Investments,  
LLC, a Delaware limited liability company, on behalf of the company. He (She)  is personally  
known to me or  has produced N/A as identification.

(NOTARY SEAL)



[Signature]  
Notary Public Signature  
Print Name: Marisol Stella  
My Commission Expires: September 23, 2023

1  
2  
3

Exhibit "A"



4

1 Exhibit "B"

2  
3 REAL PROPERTY DESCRIPTION

4 TRACT 1:

5  
6 LOT 6 OF CREATIVE VILLAGE-PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED  
7 IN PLAT BOOK 93, PAGES 60 THROUGH 64, OF THE PUBLIC RECORDS OF ORANGE COUNTY,  
8 FLORIDA.  
9

10  
11 TRACT 2:

12  
13 A PORTION OF LOT 6, CREATIVE VILLAGE - PHASE 1, ACCORDING TO THE PLAT THEREOF,  
14 AS RECORDED IN PLAT BOOK 93, PAGES 60-64 OF THE PUBLIC RECORDS OF ORANGE  
15 COUNTY, FLORIDA, AND A PORTION OF THE PUBLIC RIGHT-OF-WAY OF RONALD BLOCKER  
16 AVENUE, PLATTED AS REVERE AVENUE, ACCORDING TO C.G. CHAMBERLAIN'S  
17 SUBDIVISION, AS RECORDED IN PLAT BOOK D, PAGE 119 OF SAID PUBLIC RECORDS, AND A  
18 PORTION OF THE PUBLIC RIGHT-OF-WAY OF ALEXANDER PLACE, ACCORDING TO SAID  
19 CREATIVE VILLAGE - PHASE 1 PLAT. BEING MORE PARTICULARLY DESCRIBED AS  
20 FOLLOWS:

21  
22 BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST AMELIA  
23 STREET, CREATIVE VILLAGE - PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED  
24 IN PLAT BOOK 93, PAGES 60-64 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA,  
25 LOCATED NORTH 71°59'10" WEST, A DISTANCE OF 43.83 FEET FROM THE NORTHEAST  
26 CORNER OF LOT 6, OF SAID CREATIVE VILLAGE - PHASE 1; THENCE SOUTH 71°59'10" EAST  
27 ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND THE EASTERLY EXTENSION THEREOF,  
28 A DISTANCE OF 96.56 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST  
29 BOUNDARY LINE OF F.A. PEPPERCORN'S REPLAT, AS RECORDED IN PLAT BOOK G, PAGE 49,  
30 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°29'09 EAST ALONG SAID NORTHERLY  
31 EXTENSION AND SAID WEST BOUNDARY LINE AND ALONG THE WEST LINE OF LOT 4,  
32 BLOCK "D", C.G. CHAMBERLAIN'S SUBDIVISION, AS RECORDED IN PLAT BOOK D, PAGE 119  
33 OF SAID PUBLIC RECORDS, A DISTANCE OF 305.53 FEET TO A POINT 0.54 FEET NORTH OF THE  
34 SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 89°44'30" WEST A DISTANCE OF 80.12  
35 FEET TO A POINT LYING AND BEING N89°42'47" WEST A DISTANCE OF 30.12 FEET AND  
36 S00°28'50" A DISTANCE OF 0.69 FEET SOUTH OF THE SOUTHEAST CORNER OF SAID LOT 6;  
37 THENCE N00°28'50" WEST A DISTANCE OF 319.18 FEET; THENCE NORTH 36°13'50" WEST, A  
38 DISTANCE OF 19.65 FEET TO THE POINT OF BEGINNING.  
39

40 THE ABOVE TRACT 2 BEING A PARCEL VACATED BY ORDINANCE NO.  
41 \_\_\_\_\_, OF THE CITY OF ORLANDO, FLORIDA, RECORDED \_\_\_\_\_,  
42 2019 IN OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, OF THE PUBLIC  
43 RECORDS OF ORANGE COUNTY, FLORIDA.  
44  
45  
46  
47  
48  
49  
50  
51