



Interoffice Memorandum

July 18, 2019

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

FROM: Diana M. Almodovar, P.E., Interim Director, Public Works Department

CONTACT PERSON: Christine N. Lofye, P.E., Manager
Traffic Engineering Division

PHONE NUMBER: (407) 836-7890

SUBJ: School Impact Fee Agreement for Orange and Robinson Apartments
Application #19-001

The alternative school impact fee calculation for Orange and Robinson Apartments, 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 February 14, 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)	0.0298	.2810
Student Threshold	11	115
Total cost per student station		\$27,053
Net impact cost per student station		\$21,065
Monitoring Fee	\$2,000	N/A

The alternative school impact fee utilizing the above variables and based on 369 multi-family dwelling units is \$627.74 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). The alternative school impact fee for 369 units totals \$231,636.06 and will be paid directly to the City of Orlando at the time of building permit issuance. Additionally, Mid-America Apartments, L.P. 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.

July 18, 2019

SUBJ: **School Impact Fee Agreement for Orange and Robinson Apartments
Application #19-001**

Page 2

The Impact Fee Committee requests the approval of the School Impact Fee Agreement regarding an alternative impact fee calculation for Orange and Robinson Apartments by and among Mid-America Apartments, L.P.; City of Orlando; The School Board of Orange County, Florida; and Orange County. 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 Orange and Robinson Apartments #19-001 by and among Mid-America Apartments, L.P.; City of Orlando; The School Board of Orange County, Florida; and Orange County. District 6.

DA/CNL/ilt

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: August 06, 2019

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): 26-22-29-8292-02-040
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16 **SCHOOL IMPACT FEE AGREEMENT**
17 **REGARDING AN ALTERNATIVE IMPACT FEE CALCULATION**
18
19 **FOR ORANGE AND ROBINSON APARTMENTS**
20 **#19-001**
21

22 This SCHOOL IMPACT FEE AGREEMENT REGARDING AN
23 ALTERNATIVE IMPACT FEE CALCULATION FOR ORANGE AND ROBINSON
24 APARTMENTS (the "Agreement"), effective as of the latest day of execution (the
25 "Effective Date"), is made and entered into by and among MID-AMERICA
26 APARTMENTS, L.P., whose mailing address is 6815 Poplar Avenue, Suite 500,
27 Germantown, Tennessee 38138 ("Owner"); CITY OF ORLANDO, whose mailing address
28 is 400 South Orange Avenue, Orlando, Florida 32801 ("Municipality"); THE SCHOOL
29 BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision
30 of the 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."

City Council Meeting: 6-3-19
Item: C-15 Documentary: 190603C15

APPROVED
School Board Meeting: 5/19/19
Agenda Item: 13.03

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”); and

5 WHEREAS, Owner intends to develop all or a portion of the Property as a
6 multifamily apartment complex with 369 multifamily units, known as Orange and
7 Robinson Apartments (“the Project”); and

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

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

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

24 WHEREAS, on March 28, 2019, County conditionally accepted Owner’s
25 Alternative Impact Fee calculation with an anticipated Alternative Impact Fee calculation
26 of \$627.74 per unit, subject to the terms and conditions hereafter set forth; and

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

3 NOW, THEREFORE, in consideration of the premises contained herein and other
4 good and valuable consideration exchanged by and among the Parties, the receipt and
5 sufficiency of which are hereby acknowledged, the Parties hereto stipulate and agree as
6 follows:

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

9 2. **Conditional Acceptance of Alternative Impact Fee Calculation.** Subject
10 to the terms and conditions set forth in sections 3, 4 and 5 of this Agreement, County
11 conditionally accepts the Alternative Impact Fee calculation submitted by Owner.

12 3. **Establishment of Student Threshold and Threshold Amount.** Owner,
13 County, Municipality, and OCPS hereby agree and accept that the student generation rate
14 for the Project as set forth in the Alternative Impact Fee calculation submitted by Owner
15 shall be 0.0298 per multifamily residential dwelling unit (“SGR”), for a total of 11 students
16 generated for the Project (“Student Threshold”) as of the Effective Date. Owner, County,
17 Municipality and OCPS hereby agree and acknowledge that Owner shall pay to
18 Municipality on behalf of OCPS the Alternative Impact Fee in the amount of \$231,636.06
19 for the Project.

20 4. **Monitoring.**

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

24 (i) Monitoring and auditing process: No more than two (2)
25 times per year for a period of five (5) consecutive years from the date upon which the
26 Project is completed and ready for occupancy by tenants as evidenced by obtaining a
27 certificate of occupancy for the Project (“Monitoring Term”), OCPS, at the sole cost and

1 expense of the Owner, which such cost and expense shall not exceed the amount set forth
2 in Section 5(a) of this Agreement, shall conduct an audit of the number of students
3 generated by the Project to determine if the student generation rate for the Project exceeds
4 the Student Threshold set forth herein and calculated pursuant to the adopted Alternative
5 Impact Fee calculation by reviewing the actual number of school age children generated at
6 the address associated with the Project (“Audited SG”); provided that OCPS shall conduct
7 the monitoring and auditing of the Project based on the student enrollment data for the
8 Project prepared and compiled biannually by OCPS in October and February of each year.

9 (ii) Reporting process: The Parties recognize that, in order to
10 ensure adequate capacity is available as and when needed, OCPS needs as much lead time
11 as possible to address any significant influx of new students generated by the Project over
12 and above the anticipated Student Threshold. The Parties also recognize that it is possible
13 that such a potential influx of students might not be discovered in time for OCPS to make
14 arrangements to accommodate them if such potential students become residents at the
15 Project shortly after one of OCPS’ semi-annual audits. Therefore, during the Monitoring
16 Term, Owner agrees that it shall, to the extent permitted by applicable housing and privacy
17 laws, if any, maintain an ongoing record of the number and address of school age children
18 who reside in the Project as their primary and permanent residence for purposes of
19 establishing school attendance. If at any time during the Monitoring Term such number
20 exceeds the Student Threshold by five percent (5%) Owner shall, within ten (10) days after
21 becoming aware of same, report such number in writing to OCPS (the “Reported SG”).
22 During the Monitoring Term upon thirty (30) days from written request from OCPS but no
23 more than two (2) times per year, Owner, at Owner’s sole cost and expense, shall provide
24 a written report to OCPS of the Reported SG. Owner further agrees, at Owner’s sole cost
25 and expense, to promptly and diligently provide written notice to OCPS of any material
26 modifications to the permanent physical characteristics and limitations of the Project, or
27 any material changes to the composition of occupied units within the Project by Owner,

1 which could reasonably be expected to cause an increase in the student generation rate for
2 the Project during the Monitoring Term.

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

6 5. ***Payments.***

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

19 (b) If the Audited SG or Reported SG (either, the “Actual SG”) exceeds
20 the Student Threshold and SGR set forth in the Alternative Impact Fee calculation, Owner
21 shall pay the difference between the Alternative Impact Fee accepted by the Municipality
22 under section 2 above, and any additional fee shown to be owing pursuant to this paragraph
23 (the “Additional School Impact Fee Amount”). The Additional School Impact Fee Amount
24 shall be calculated by multiplying the difference between Actual SG and Student Threshold
25 by \$21,065.00, in effect at the time of the monitoring, as shown below:

26 (Actual SG-Student Threshold) x \$21,065.00 = Additional School Impact Fee
27 Amount

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

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

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

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

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

19 6. ***Expansion of Development.*** This Agreement is effective only for the limits
20 and scope of the Project as identified, described, and approved for development by
21 Municipality as of the Effective Date. In the event the Project materially expands or is
22 materially altered after the Effective Date, Owner, its successors, and/or assigns shall be
23 subject to Municipality’s development review process and OCPS’ capacity and
24 concurrency processes as set forth in that certain First Amended and Restated Interlocal
25 Agreement for Public School Facility Planning and Implementation of Concurrency (as
26 may be amended from time to time), which may include payment of additional school

1 impact fees as applicable and pursuant to the fee schedule set forth in the School Impact
2 Fee Ordinance at that time.

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

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

15
16 As to Owner: Mid-America Apartments, L.P.
17 4401 Northside Parkway, Suite 600
18 Atlanta, GA 30327
19 Attn: Trey McGowan
20

21 With copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
22 215 N. Eola Drive
23 Orlando, FL 32801
24 Attn: M. Rebecca Wilson, Esq.
25

26 As to County: Director, Orange County Public Works Department
27 4200 South John Young Parkway
28 Orlando, FL 32839
29

30 With copies to: Orange County Public Works Department
31 Manager, Traffic Engineering Division
32 4200 South John Young Parkway
33 Orlando, FL 32839
34

1 Orange County Planning, Environmental,
2 and Development Services Department
3 Manager, Fiscal and Operational Support Division
4 201 South Rosalind Avenue
5 Post Office Box 1393
6 Orlando, FL 32802-1393
7

8 As to OCPS: The School Board of Orange County, Florida
9 Facilities Planning
10 6501 Magic Way, Building 200
11 Orlando, FL 32809
12

13 With a copy to: The School Board of Orange County, Florida
14 Office of Legal Services
15 445 West Amelia Avenue
16 Orlando, FL 32801
17

18 As to Municipality: City Planning Division, Economic Development
19 Department
20 City of Orlando
21 400 S. Orange Avenue
22 Orlando FL 32802-4990
23

24 With a copy to: City Attorney's Office
25 City of Orlando
26 400 S. Orange Avenue
27 Orlando FL 32802-4990
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29 9. **Recordation of Agreement.** The Parties hereto agree that this Agreement
30 shall be recorded in the Public Records of Orange County, Florida, at Owner's expense,
31 within ten (10) business days of the Effective Date.

32 10. **Applicable Law.** This Agreement and the provisions contained herein shall
33 be construed, controlled, and interpreted according to the laws of the State of Florida, and
34 in accordance with the Orange County Code.
35

36 11. **Specific Performance.** County, Municipality, OCPS, and Owner shall each
37 have the right to enforce the terms and conditions of this Agreement only by an action for
38 specific performance. Notwithstanding the foregoing statement, nothing herein precludes
39 Municipality from imposing a lien(s) against the Property for non-payment of impact fees

1 as such would be due as set forth herein. Venue for any action(s) initiated under or in
2 connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit
3 in and for Orange County, Florida.

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

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

11 14. **Construction of Agreement.** Captions of the sections of this Agreement are
12 for convenience and reference only, and the words contained therein shall in no way be
13 held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of
14 the provisions of this Agreement.

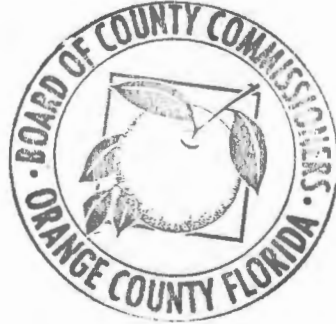
15 15. **Counterparts.** This Agreement may be executed in up to four (4)
16 counterparts, each of which shall be deemed an original, and all of which together shall
17 constitute one and the same instrument.

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

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23 **[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**
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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: *Byron W. Brooks*
for Jerry L. Demings
Orange County Mayor

Date: 6 Aug 19

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: 6-3-19

2 STATE OF FLORIDA
3 COUNTY OF ORANGE
4

5 The foregoing was acknowledged before me this 3 day of JUNE
6 , 2019, By BUDDY DYER, Mayor / ~~Pro Tem~~ and DENISE ALDRIDGE
7 , City Clerk, who is personally known to me who did (did not) take an oath.

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Denise Holdridge
Name DENISE HOLDRIDGE
Notary Public
Serial Number: 66164592
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: 6-3-19
Item: C-15 Documentary: 190603C15

1 **WITNESSES:**

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

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9 Print Name: Arabia Henley

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

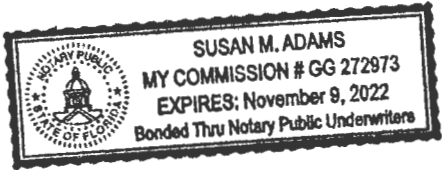
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14 Print Name: Nancy L. Condon

Date: 5-20-2019

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

20
21 The foregoing instrument was acknowledged before me this 20th day of
22 May, 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: _____



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33 Approved as to form and legality by
legal counsel to The School Board
of Orange County, Florida this 20th
day of May,
2019, for its exclusive use and
reliance.

Reviewed and approved by Orange County
Public Schools Chief Facilities Officer this
16th day of MAY, 2019.

By: [Signature]
Laura L. Kelly, Esquire

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

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WITNESSES:

OWNER

Mid-America Apartments, L.P.,
a Tennessee limited partnership

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

Hayden Stinner
Print Name: Hayden Stinner

By: Matthew Smith
Name: Matthew Smith
Title: Senior Vice President

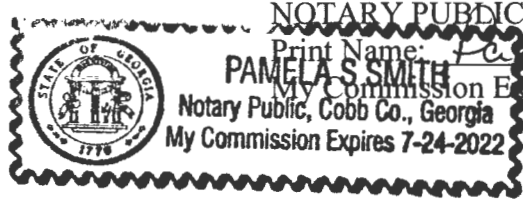
Greg McCreary
Print Name: Greg McCreary

STATE OF GEORGIA
COUNTY OF Fulton

THE FOREGOING instrument was acknowledged before me by Matthew Smith, as SUP of Mid-America Apartment Communities, Inc., a Tennessee corporation, as general partner of Mid-America Apartments, L.P., a Tennessee limited partnership, known by me to be the person described herein, this 1st day of May, 2019. He/she is personally known to me and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of May, 2019.

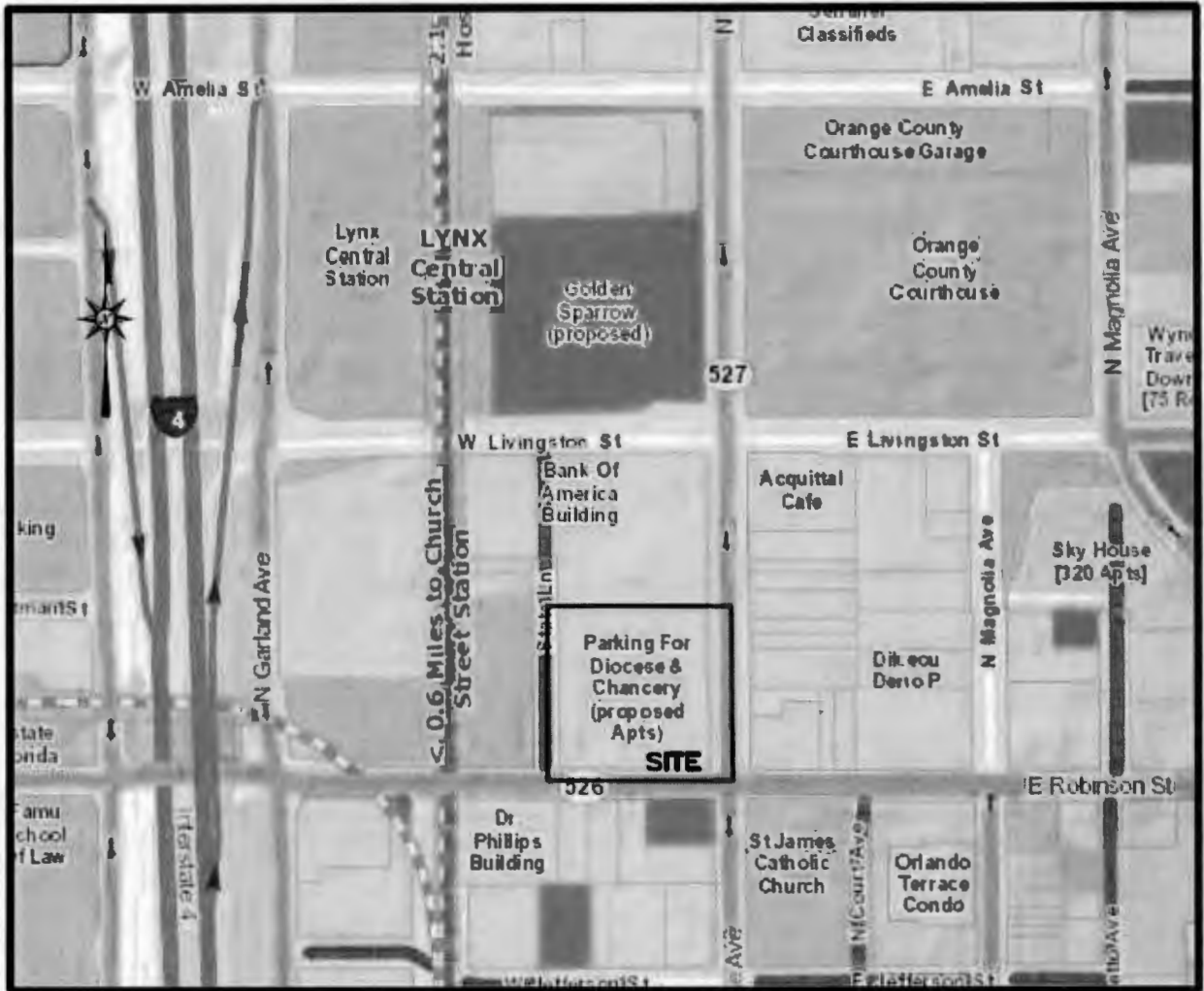
Pamela S Smith



NOTARY PUBLIC
Print Name: Pamela S. Smith
My Commission Expires: 7/24/22

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Exhibit "A"



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Exhibit "B"

REAL PROPERTY DESCRIPTION

PARCEL ID: 26-22-29-8292-02040

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 29 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA, BEING LOTS 14 AND 15 OF G. TAYLOR'S ADDITION TO ORLANDO ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK C, PAGES 27 AND 69; LOTS 1, 7, 8 AND 9 OF W.R. DENNY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 2; LOT 4, BLOCK B OF STATE ADDITION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK Q, PAGE 12 AND THE ABANDONED AND VACATED UNNAMED ALLEY KNOWN AS "CHRYSLER ALLEY" AS DESCRIBED IN OFFICIAL RECORDS BOOK 2804, PAGE 1791, ALL OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 4, SAID CORNER BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF STATE LANE (50-FOOT RIGHT OF WAY PER DEED BOOK 338, PAGE 168, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA) AND THE NORTH RIGHT-OF-WAY LINE OF WEST ROBINSON STREET (60-FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT RIGHT-OF-WAY MAP SECTION 5447-3); THENCE WITH THE EAST RIGHT OF WAY LINE OF SAID STATE LANE, N00°31'40"W, A DISTANCE OF 307.60 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, AND WITH THE NORTH LINE OF SAID LOTS 14 AND 15, S89°44'07"E, A DISTANCE OF 295.43 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH ORANGE AVENUE (80-FOOT RIGHT OF WAY); THENCE WITH SAID WEST RIGHT-OF-WAY LINE, S00°32'25"E, A DISTANCE OF 307.77 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID WEST ROBINSON STREET; THENCE WITH SAID NORTH RIGHT-OF-WAY LINE, N89°42'06"W, A DISTANCE OF 295.50 FEET TO THE POINT OF BEGINNING.