



Interoffice Memorandum

April 10, 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 Castillero, P.E., PTOE, Interim Manager
Traffic Engineering Division

PHONE NUMBER: (407) 836-7891

SUBJ: School Impact Fee Agreement Regarding an Alternative Impact Fee
Calculation for Alta at Health Village
Application #19-005

The alternative school impact fee calculation for Alta at Health Village, located within the City of Orlando, was reviewed and approved by the Impact Fee Committee in consultation with The School Board of Orange County and the City of Orlando on December 12, 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	80
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 285 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 285 units totals \$87,495 and will be paid directly to the City of Orlando at the time of building permit issuance. Additionally, Alta at Health Village Associates, LLP 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.

April 10, 2020

**SUBJ: School Impact Fee Agreement Regarding an Alternative Impact Fee
Calculation for Alta at Health Village
Application #19-005**

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 Alta at Health Village #19-005 by and among Alta at Health Village Associates, LLP; City of Orlando; The School Board of Orange County, Florida; and Orange County. District 5.

JCK/HM/VP/nad



Interoffice Memorandum

April 10, 2020

TO: Jeff Dunn, Development Services Administrator
Planning, Environmental and Development Services Department
Fiscal and Operational Support Division

FROM: Vibhuti Patel, Assistant Project Manager
Traffic Engineering Division

SUBJ: **Alternative School Impact Fee – Case #19-005**
Alta at Health Village

Following is the staff's review and recommendation subsequent to the review by the Impact Fee Committee of the above subject project:

Project Information:

Project Name: Alta at Health Village
Location: N. Orange Ave. between E. Spruce St. & E. Winter Park St.
Size: 285 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 ensuing 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: December 12, 2019

Comments: *This project is located within the City of Orlando, Florida. School Impact Fees in the amount of \$87,495 will be paid directly to the City at the time of permitting.*

BCC Mtg. Date: May 5, 2020

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Attn: M. Rebecca Wilson
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32801-3344
(407) 843-4600

Tax Parcel ID(s):
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

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

This SCHOOL IMPACT FEE AGREEMENT REGARDING AN
ALTERNATIVE IMPACT FEE CALCULATION FOR ALTA AT HEALTH VILLAGE
(the "Agreement"), effective as of the latest day of execution (the "Effective Date"), is
made and entered into by and among ALTA AT HEALTH VILLAGE ASSOCIATES,
LLP, a Delaware limited liability partnership whose mailing address is 3715 Northside
Parkway, Suite 4-600, Atlanta, GA 30327 ("Owner"); CITY OF ORLANDO, whose
mailing address is 400 South Orange Avenue, Orlando, Florida 32801 ("Municipality");
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and
political subdivision of the State of Florida, whose address is 445 West Amelia Street,
Orlando, Florida 32801 ("OCPS"), and ORANGE COUNTY, a charter county and political
subdivision of the State of Florida, whose mailing address is c/o County Administrator,
P.O. Box 1393, Orlando, FL 32802-1393 ("County"). Owner, OCPS, Municipality and
County are sometimes collectively referred to herein as the "Parties."

City Council Meeting: 3-30-2020
Item: C-15 Documentary: 200330 C15

WITNESSETH:

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

WHEREAS, pursuant to DET2019-10087, Owner intends to develop all or a portion of the Property as a multifamily apartment complex with 285 multifamily units known as Alta at Health Village (the "Project"); and

WHEREAS, the Project's physical characteristics include apartments in a seven (7) story building; an integrated parking garage; and a density of 124 units an acre;

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

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

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

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

1 WHEREAS, on September 26, 2019, County conditionally accepted Owner's
2 Alternative Impact Fee calculation with an anticipated Alternative Impact Fee calculation
3 of \$307.00 per unit, subject to the terms and conditions hereafter set forth.

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

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

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

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

16 3. ***Establishment of Student Threshold and Threshold Amount.*** Owner,
17 County, Municipality, and OCPS hereby agree and accept that the student generation rate
18 for the Project as set forth in the Alternative Impact Fee calculation submitted by Owner
19 shall be 0.013 per multifamily residential dwelling unit ("SGR"), for a total of 4 (four)
20 students generated for the Project ("Student Threshold") as of the Effective Date. Owner,
21 County, Municipality and OCPS hereby agree and acknowledge that Owner shall pay to
22 Municipality on behalf of OCPS the Alternative Impact Fee in the amount of \$87,495.00
23 for the Project.

24 4. ***Monitoring.***

25 (a) Within the applicable time frame, defined below, "monitoring" shall
26 be conducted by OCPS. For purposes of this Agreement, the term "monitoring" shall mean
27 the monitoring and auditing process and reporting process as set forth below:

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

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

1 a written report to OCPS of the Reported SG. Owner further agrees, at Owner's sole cost
2 and expense, to promptly and diligently provide written notice to OCPS of any material
3 modifications to the permanent physical characteristics and limitations of the Project,
4 including any material changes to the composition of occupied units within the Project by
5 Owner, which could reasonably be expected to cause an increase in the student generation
6 rate for the Project during the Monitoring Term.

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

10 5. ***Payments.***

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

23 (b) If the Audited SG or Reported SG (either, the "Actual SG") exceeds
24 the Student Threshold and SGR set forth in the Alternative Impact Fee calculation, Owner
25 shall pay the difference between the Alternative Impact Fee accepted by the Municipality
26 under section 2 above, and any additional fee shown to be owing pursuant to this paragraph
27 (the "Additional School Impact Fee Amount"). The Additional School Impact Fee Amount

shall be calculated by multiplying the difference between Actual SG and Student Threshold by Net Impact Cost Per Student Station, in effect at the time of the monitoring, as shown below:

(Actual SG-Student Threshold) x Net Impact Cost Per Student Station = Additional School Impact Fee Amount

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

(c) OCPS shall provide written notice to Owner and Municipality outlining the Actual SG, Student Threshold and Additional School Impact Fee Amount ("Additional Fee Notice"). Owner shall pay the Additional School Impact Fee Amount to Municipality within thirty (30) days of Owner's receipt of the Additional Fee Notice.

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

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

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

6. ***Expansion of Development.*** This Agreement is effective only for the limits and scope of the Project as identified, described, and approved for development by Municipality as of the Effective Date. In the event the Project materially expands or is materially altered after the Effective Date, Owner, its successors, and/or assigns shall be

subject to Municipality's development review process and OCPS' capacity and concurrency processes as set forth in that certain First Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency (as may be amended from time to time), which may include payment of additional school impact fees as applicable and pursuant to the fee schedule set forth in the School Impact Fee Ordinance at that time.

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

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

As to Owner: Alta at Health Village Associates, LLP
3715 Northside Parkway, Suite 4-600
Atlanta, GA 30327
Attn: Bryan Borland

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

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

1 With copies to: Orange County Public Works Department
2 Manager, Traffic Engineering Division
3 4200 South John Young Parkway
4 Orlando, FL 32839
5
6 Orange County Planning, Environmental,
7 and Development Services Department
8 Manager, Fiscal and Operational Support Division
9 201 South Rosalind Avenue
10 Post Office Box 1393
11 Orlando, FL 32802-1393
12
13 As to OCPS: The School Board of Orange County, Florida
14 Facilities Planning
15 6501 Magic Way, Building 200
16 Orlando, FL 32809
17
18 With a copy to: The School Board of Orange County, Florida
19 Office of Legal Services
20 445 West Amelia Avenue
21 Orlando, FL 32801
22
23 As to Municipality: City Planning Division, Economic Development
24 Department
25 City of Orlando
26 400 S. Orange Avenue
27 Orlando FL 32802-4990
28
29 With a copy to: City Attorney's Office
30 City of Orlando
31 400 S. Orange Avenue
32 Orlando FL 32802-4990
33

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

37 10. **Applicable Law.** This Agreement and the provisions contained herein shall
38 be construed, controlled, and interpreted according to the laws of the State of Florida, and
39 in accordance with the Orange County Code.
40

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

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

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

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

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

22 16. ***Termination.*** This Agreement shall automatically terminate upon the
23 expiration of the Monitoring Term and payment of the Additional School Impact Fee

Amount, if any. Provided herein the provisions of Section 6 survive the Termination
hereof.

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

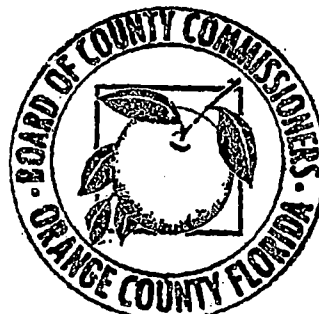
By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: MAY 05 2020

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

By: *Katie Smith*
Deputy Clerk

Print name: Katie Smith



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ATTEST:

By: Denise Aldridge
Denise Aldridge, City Clerk

MUNICIPALITY

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

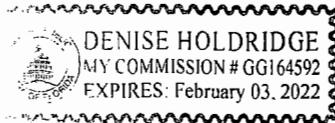
By: Robert F. Stuart
Mayor / Mayor Pro Tem

Date: 3-30-2020

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this 30 day of MARCH, 2020, By ROBERT F. STUART Mayor / Pro Tem and DENISE ALDRIDGE, City Clerk, who is personally known to me who did (did not) take an oath:

☒ PHYSICAL PRESENCE



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: 3-30-2020
Item: C-15 Documentary: 200330 C15

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Signed, sealed and delivered in the

“OCPS”

presence of:


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



Print Name: Arabia Henley



Print Name: Martin Gutterman

By: 
Teresa Jacobs, at its Chair

Date: 3/3/20

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STATE OF FLORIDA)

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) s.s.:

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COUNTY OF ORANGE)

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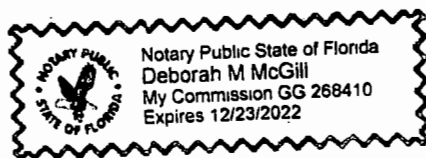
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The foregoing instrument was acknowledged before me this 3rd day of
MARCH, 2020, by Teresa Jacobs, as Chair of The School Board of Orange
County, Florida, a public corporate body and political subdivision of the State of Florida,
on behalf of The School 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.




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

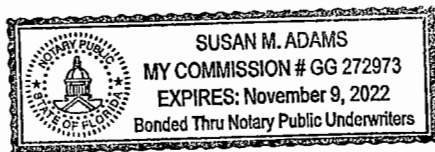
1 **WITNESSES:**

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7 Marieliz Pagan
8 Print Name: Marieliz Pagan
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12 Martin Gutierrez
13 Print Name: Martin Gutierrez
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17 STATE OF FLORIDA)
18) s.s.:
19 COUNTY OF ORANGE)
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21 The foregoing instrument was acknowledged before me this 3rd day of
22 March, 2020, 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.



Susan M. Adams
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 27th
day of February,
2020, for its exclusive use and
reliance.

By: Christopher J. Wilson
Christopher J. Wilson, Esquire
OCPS Counsel

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

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

Date: March 3, 2020

Reviewed and approved by Orange County
Public Schools Chief Facilities Officer this
27th day of FEB, 2020.

By: John T. Morris
John T. Morris, Chief Facilities Officer

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WITNESSES:

“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

Christine Grandin
Print Name: Christine Grandin

Terra S. Roux
Print Name: TERRA S. ROUX

By: [Signature]
Name: Bryan Portland
Title: VP

Date: 1/30/20

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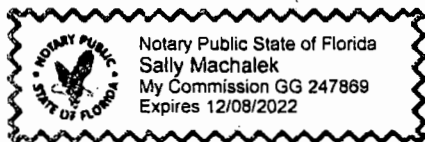
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STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30 day of
January, 2020, by Bryan Portland, as _____ of
WP Florida/Washington, LLC, a Delaware limited liability company, as manager of WS
Health Village, LLC, a Delaware limited liability company, as manager of Alta at Health
Village, LLC, a Delaware limited liability company, as partner of Alta at Health Village
Associates, LLP, a Delaware limited liability partnership, on behalf of the partnership. He
(She) ☒ is personally known to me or ☐ has produced _____
as identification.

(NOTARY SEAL)



Sally Machalek
Notary Public Signature
Print Name: _____
My Commission Expires: _____

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- 2
- 3

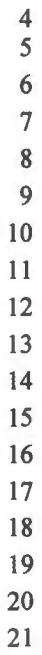


Exhibit "B"

REAL PROPERTY 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.