



Interoffice Memorandum

AGENDA ITEM

September 20, 2021

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

FROM: Jon V. Weiss, P.E., Director  
Planning, Environmental, and Development  
Services Department

CONTACT PERSON: Whitney E. Evers, Attorney IV  
County Attorney's Office  
407-836-7320

SUBJECT: October 26, 2021 – Consent Item  
School Concurrency Mitigation Agreement OC-21-004  
Durham Apartments Parcel ID #: 15-23-29-0000-00-020

On September 16, 2008, the Board amended Chapter 30, Orange County Code ("Code"), to include the legislative requirements of school concurrency. The provisions in the Code are based on statutory requirements and on the terms of the First Amended and Restated Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency entered into by the County, The School Board of Orange County ("School Board") and municipalities within the County (June 10, 2008, as amended from time to time, "Interlocal Agreement"). Section 30-622 of the Code requires applicants to submit proposed school proportionate share mitigation agreements to the Concurrency Management Official, following negotiation with the School Board and the County Attorney's Office, for review and recommendation to the Board.

The subject School Concurrency Mitigation Agreement ("Mitigation Agreement") is by the County, the School Board, and Lake Bumby Properties, a Florida general partnership. This project is located at 5027 South Orange Blossom Trail approximately 1100 feet SW of the intersection of Silver Star Road in unincorporated Orange County in District 3, and consists of 106 multi-family affordable rental units (the "Project"). Note that due to a discrepancy between the application to OCPS and the actual development approval by the County, the agreement is for 106 multi-family units; however, only 102 multi-family units will actually be built, in accordance with the development approval. The Mitigation Agreement is necessary because the Project affects Oak Ridge High School, which currently operates below the adopted level of service standard.

Pursuant to Section 30-622 of the Code, if there is insufficient available school capacity within a Concurrency Service Area to meet the demand created by the proposed residential development, and the applicant and the School Board have agreed upon mitigation to satisfy the school concurrency requirements for the proposed residential development, then the applicant, School Board, and County must memorialize the terms of the mitigation in an agreement. In accordance with the formula set forth in Section 30-622(4)(b)9 of the Code, the School Board has calculated the proportionate share mitigation payment to be \$200,733.

Pursuant to Section 163.3180, Florida Statutes, the applicant is entitled to impact fee credits on a dollar for dollar basis for any proportionate share mitigation paid for the same need. Therefore, the School Board has included provisions in the Mitigation Agreement allowing for a School Impact Fee credit account. However, this Mitigation Agreement is somewhat different than our other mitigation agreements because the Project is going to be for affordable housing. As such, the Project will also be receiving an exemption from school (and transportation) impact fees pursuant to a Multi-family Affordable Housing Developer's Agreement for Impact Fee Exemption (Durham Apartments) which is on the same consent agenda as this Mitigation Agreement. Pursuant to that agreement, the School Impact Fee Credit account may only be used if/when the project ceases to be affordable housing.

**ACTION REQUESTED: Approval and execution of School Concurrency Mitigation Agreement OC-21-004 Project Name: Durham Apartments Parcel ID#: 15-23-29-0000-00-020 by The School Board of Orange County, Florida, Orange County, Florida, and Lake Bumby Properties for a proportionate share mitigation payment to Orange County Public Schools in the amount of \$200,733. District 3**

JVW/SS/mu

Attachment

c: Byron Brooks, County Administrator  
Christopher R. Testerman, AICP, Deputy County Administrator  
Joel Prinsell, Deputy County Attorney  
Whitney E. Evers, Attorney IV, County Attorney's Office  
Amy Envall, Esq., General Counsel, OCPS  
Dale Kelly, Chief Financial Officer, OCPS  
Jad M. Brewer, Esq. Staff Attorney III, OCPS  
Steven Thorp, AICP, Senior Administrator, OCPS

BCC Mtg. Date: Oct. 26, 2021

After recording return to:

Steven Thorp, AICP  
Orange County Public Schools  
6501 Magic Way, Building 200  
Orlando, Florida 32809

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[SPACE ABOVE THIS LINE FOR RECORDING DATA]

**SCHOOL CONCURRENCY**

**MITIGATION AGREEMENT**

**OC-21-004**

**Project Name: Durham Apartments**

**Parcel ID#: 15-23-29-0000-00-020**

THIS SCHOOL CONCURRENCY MITIGATION AGREEMENT ("Agreement"), is entered into by THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA a body corporate and political subdivision of the State of Florida, ("School Board"); ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, ("County" or "Applicable Local Government") and LAKE BUMBY PROPERTIES, a Florida general partnership, whose address is 558 W. New England Avenue, Suite 200, Winter Park, FL 32789 (the "Applicant"), collectively referred to herein as the "Parties."

**RECITALS:**

WHEREAS, the School Board, Orange County, and the municipalities within Orange County have entered into that certain "First Amended and Restated Interlocal Agreement For Public School Facility Planning and Implementation of Concurrency" (the "Interlocal Agreement"), and

WHEREAS, pursuant to Section 18.6 of the Interlocal Agreement, an applicant submitting a School Concurrency Determination Application for approval of a Site Plan that will generate additional students in a School Concurrency Service Area in which there is insufficient Available School Capacity to accommodate the anticipated additional students must enter into a Proportionate Share Mitigation Agreement to prevent school overcrowding attributable to the anticipated additional students generated by the Residential Development as specified in the Interlocal Agreement;

WHEREAS, an Applicant must submit the School Concurrency Determination Application along with a Development Analysis which identifies the proposed location of the Residential Development, the number of Residential Units that will be created, a phasing schedule (if

applicable), a map demonstrating land use and zoning classifications for the Applicant's property, as well as all other information required pursuant to Section 18.5 of the Interlocal Agreement, to the County; and

WHEREAS, Applicant is the fee simple owner, or authorized agent of the owner, of that certain tract of land located in County Commission District 3 in Orange County, Florida, as more particularly described on Exhibit "A," attached hereto and incorporated herein by reference (the "Property"), the location of which is illustrated by a map attached hereto as Exhibit "B," and incorporated herein by reference; and

WHEREAS, the Applicant has submitted a School Concurrency Determination Application and Development Analysis to the County (CEL-20-12-095) in connection with a proposal to obtain approval for a Site Plan in order to develop one hundred six (106) certified affordable Multi-Family Residential Units on the Property (the "Project") and the County has forwarded the School Concurrency Determination Application and Development Analysis to the School Board; and

WHEREAS, the School Board has reviewed and evaluated the Applicant's School Concurrency Determination Application and Development Analysis as required by Section 18.6 of the Interlocal Agreement, and has determined that based on the current adopted Level of Service standards for the School Concurrency Service Areas within which the Property is located and the anticipated new School Capacity that will be available in the first three (3) years of the current District Facilities Work Program to serve the proposed Residential Development, there is insufficient Available School Capacity at the high school level to serve the new one hundred six certified affordable Multi-Family Residential Units within the School Concurrency Service Areas for the Project or within adjacent School Concurrency Service Areas as determined by an Adjacency Review; and

WHEREAS, approving the School Concurrency Determination Application without requiring Proportionate Share Mitigation for the impacts of the proposed new Residential Units will either create or worsen school overcrowding in the applicable School Concurrency Service Areas;

WHEREAS, the Applicant has agreed to enter into this Agreement with the School Board and County to provide Proportionate Share Mitigation proportionate to the demand for Public School Facilities to be created by the Project, as more particularly set forth herein; and

WHEREAS, as a result of the Applicant's commitment to ensure the Project is, and will continue to be, affordable in accordance with Section 23-161(b), Orange County Code, the County and the School Board have agreed to exempt the Project from the payment of School Impact Fees; such agreement has been memorialized in that certain Multi-Family Affordable Housing Developer's Agreement for Impact Fee Exemption by and among the Applicant, the County, and the School Board, effective as of October 26, 2021, (the "Affordable Housing Agreement").

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference as if fully set forth herein.

2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement.

3. LEGALLY BINDING COMMITMENT. This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the new Residential Units for which the Applicant is seeking approval pursuant to the School Concurrency Determination Application and is intended to satisfy the requirements of Florida law and the Orange County Code.

4. PROPORTIONATE SHARE MITIGATION. The Parties hereby agree that the Applicant shall provide Proportionate Share Mitigation in order to meet the demand for School Capacity created by the Project and to provide additional capacity for 7 high school students at Oak Ridge High School, as follows, in accordance with Section 19.2 of the Interlocal Agreement:

Payment in the amount of Two Hundred Thousand, Seven Hundred Thirty-Three AND 00/100 DOLLARS (\$200,733.00) to cover the Proportionate Share Mitigation associated with providing the necessary capacity to complete the Project (the "Proportionate Share") to the School Board. Such payment shall be calculated in accordance with the formula found in Section 19.2 of the Interlocal Agreement and shall be due and payable prior to the time the plat is approved, or if a Hold Harmless and Indemnification Agreement is entered into pursuant to Section 30-83, Orange County Code, then prior to vertical permit; if a plat is not required, such payment shall be required prior to the time a vertical Building Permit for the Property is approved.

5. USE OF PROPORTIONATE SHARE. The School Board shall direct the Proportionate Share to a School Capacity improvement identified in the capital improvement schedule in the five (5) year district work plan of the School Board's District Facilities Work Program which satisfies the demands from the proposed Residential Development. If such a School Capacity improvement does not exist in the District Facilities Work Program, the School Board may, in its sole discretion, add a School Capacity improvement to its District Facilities Work Program to mitigate the impacts from the Project, as provided in Section 19.6 of the Interlocal Agreement.

6. IMPACT FEE CREDIT. The Proportionate Share paid pursuant to this Agreement shall be credited against the School Impact Fee on a dollar for dollar basis at fair market value ("School Impact Fee Credit Account"). In accordance with Section 23-161(b), Orange County Code, and the Affordable Housing Agreement, the Project has been exempted from the payment of School Impact Fees. However, in order to comply with Section 163.31801(11), Florida Statutes, the Project shall benefit from the School Impact Fee Credit Account. Such School Impact Fee Credit Account shall run with the land and shall be available for use if and when the Project becomes market rate housing to pay the then due School Impact Fees.

Upon payment of the Proportionate Share, the School Board shall notify the County of the amount received pursuant to Section 4 of this Agreement, and shall request the School Impact Fee Credit Account in such amount. **Under no circumstances shall the Applicant, or the Applicant's successor(s) in interest, be entitled to a refund of the School Impact Fee Credit Account.**

7. **ISSUANCE OF SCHOOL CONCURRENCY RECOMMENDATION.** Upon final execution of this Agreement by all Parties hereto, the School Board shall issue a School Concurrency Recommendation documenting that School Capacity will be available for the Project. This recommendation may be used by the County to issue a Capacity Encumbrance Letter in accordance with Section 18.7 of the Interlocal Agreement.

8. **SCHOOL CAPACITY ENCUMBRANCE AND RESERVATION.** Within twenty-one (21) days of the Effective Date of this Agreement (as defined in Section 24 below), and upon payment of any applicable administrative fees, County shall issue to the Applicant a Capacity Encumbrance Letter sufficient to encumber school capacity for the Project.

At such time as Applicant has paid the Proportionate Share, School Capacity shall be reserved for the total units in the Project as reflected on the application; provided, however, the Applicant shall be required to apply for and obtain a School Capacity Reservation Certificate ("SCRC") prior to the expiration of the Capacity Encumbrance Letter.

9. **RESERVED.**

10. **TERMINATION.** This Agreement shall terminate and Applicant shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the County and the School Board agree to an extension of the Applicant's Certificate of School Concurrency:

a. The Applicable Local Government does not approve the Site Plan within one hundred eighty (180) days from approval of the Site Plan by the County's Development Review Committee or, if approval by the Board of County Commissioners is not required, within one hundred eighty (180) days from final submittal of a legally sufficient application. In such event, all Proportionate Share Mitigation paid by the Applicant shall be refunded to the Applicant by the School Board.

b. The Applicant fails to proceed in good faith in a diligent and timely manner and secure at least one Building Permit for a unit other than a model home within three (3) years of recording of the plat or, if a plat is not required, within three (3) years of final approval of the Site Plan. In such case, this Agreement shall be terminated and any encumbered or reserved school capacity shall be returned to its applicable capacity bank. The Applicant will not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement.

11. **COVENANTS RUNNING WITH THE LAND.** This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

12. NOTICES. Any notice delivered with respect to this Agreement shall be in writing and 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 to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

School Board: School Board of Orange County, Florida  
Attn: Superintendent  
445 West Amelia Street  
Orlando, Florida 32801

With a Copy to: Orange County Public Schools  
Attn: Facilities Planning Department  
6501 Magic Way, Building 200  
Orlando, Florida 32809

Owner/Applicant: Lake Bumby Properties  
558 W. New England Avenue, Suite 200  
Winter Park, FL 32789

With a Copy to: Rebecca Wilson  
215 N. Eola Drive  
Orlando, Florida 32801

County: Orange County Planning, Environmental, and Development Services  
Department  
Manager, Fiscal and Operational Support Division  
201 South Rosalind Avenue, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

13. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

14. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

15. EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

16. AMENDMENTS. No modification, amendment, or alteration to the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

17. **ASSIGNMENT, TRANSFER OF RIGHTS.** The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property; provided, however, that any such assignment shall be in writing and shall require the prior written consent of all of the Parties hereto, which consent shall not be unreasonably withheld, conditioned, or delayed. Such consent may be conditioned upon the receipt by the other parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same.

18. **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

19. **RECORDING OF THIS AGREEMENT.** The School Board agrees to record this Agreement, at Applicant's expense, within fourteen (14) days after the Effective Date, in the Public Records of Orange County, Florida.

20. **ENTIRE AGREEMENT.** With the exception of the obligations and responsibilities set forth herein as it relates to the Affordable Housing Agreement, this Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

21. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

22. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code and venue for any action to enforce the provisions of this Agreement shall be in the Ninth Judicial Circuit Court in and for Orange County, Florida.

23. **ATTORNEY'S FEES.** In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

24. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").



***Signatures on Following Page***

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

**"SCHOOL BOARD"**

Signed and sealed in the presence of:

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

Marieliz Pagan  
Print Name: Marieliz Pagan

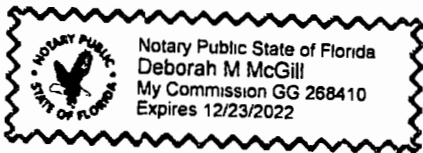
Arabra Henley  
Print Name: Arabra Henley

By: Teresa Jacobs  
Teresa Jacobs, Chair

Date: 9/28/21

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of September, 2021 by Teresa Jacobs, Chair, Chairman of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or had produced \_\_\_\_\_ (type of identification) as identification.



AFFIX NOTARY STAMP

Deborah M. McGill  
NOTARY PUBLIC OF FLORIDA  
Print Name: Deborah m. McGill  
Commission No.: \_\_\_\_\_  
Expires: \_\_\_\_\_

[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

Signed and sealed in the presence of:

Marieliz Pagan  
Print Name: Marieliz Pagan  
Arabia Henley  
Print Name: Arabia Henley

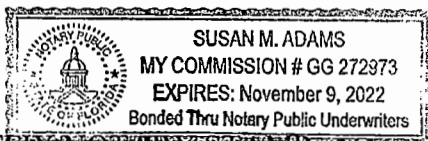
**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida

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

Dated: 9.28-2021

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28<sup>th</sup> day of September, 2021, by Barbara M. Jenkins, Ed.D. as Superintendent of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.



AFFIX NOTARY STAMP

[Signature]  
NOTARY PUBLIC OF FLORIDA  
Print Name: Susan M. Adams  
Commission No.: \_\_\_\_\_  
Expires: \_\_\_\_\_

Reviewed and approved by Orange County  
Public School's Chief Facilities Officer

[Signature]  
John T. Morris  
Chief Facilities Officer

Date: 9/30, 2021

Approved as to form and legality by legal  
counsel to The School Board of Orange County,  
Florida, exclusively for its use and reliance.

[Signature]  
Jad M. Brewer, Esq., Staff Attorney III, Planning  
& Real Estate Management

Date: Sept 28, 2021

**"APPLICANT"**

Signed and sealed in the presence of:

Janet L. Pierce  
Print Name: Janet L. Pierce  
Robert C. Hewitt  
Print Name: Robert C. Hewitt

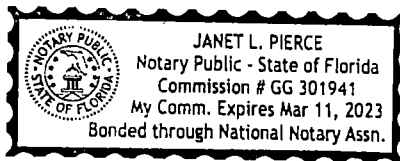
**LAKE BUMBY PROPERTIES**, a Florida  
general partnership

By: Thomas W. Hewitt  
Print Name: Thomas Hewitt  
Title: Managing member  
Date: 9/13/21

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 13 day of September, 2021 by Thomas W. Hewitt  
as Managing member of Lake Bumby Properties, a Florida general partnership, on behalf  
of the organization. He/she is personally known to me or has produced \_\_\_\_\_  
(type of identification) as identification.

AFFIX NOTARY STAMP

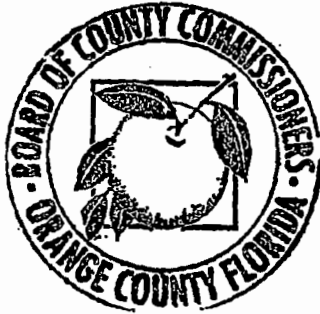


Janet L. Pierce  
NOTARY PUBLIC OF FLORIDA  
Print Name: Janet L. Pierce  
Commission No.: GG 301941  
Expires: 3-11-23

**"COUNTY"**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners



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

Date: October 26, 2021

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

By: *Katie Smith*  
Deputy Clerk

### **Exhibit "A" - Legal Description of Project**

Being a portion of the NE1/4 of the SE1/4 of Section 15, Township 23 South, Range 29 East, and a portion of the NW1/4 of the SW1/4 of Section 14, Township 23 South, Range 29 East, more particularly described as follows:

From the West 1/4 corner of Section 14, Township 23 South, Range 29 East, run thence N 00°14'14" E along the West line of the NW1/4 of said Section 14 a distance of 402.27 feet, thence S 88°28'04" E a distance of 1154.15 feet, thence S 04°58'09" E a distance of 491.19 feet, thence N 89°34'57" W a distance of 770 feet for a Point of Beginning, run thence S 00°13'47" W a distance of 950 feet to the Northwest corner of Lot 1, Block "A" of Lake Jessamine Shores as per plat thereof recorded in Plat Book "R" on page 41, Public Records of Orange County, Florida, run thence N 89°34'57" W along the North Line of Block "B" and a Westerly extension thereof a distance of 1700.70 feet to a point on the East Right of Way line of U.S. Highway 17 and 92, thence N 00°04'55" E along said East Right of Way line a distance of 50 feet, thence S 89°34'57" E a distance of 642.88 feet, thence N 00°34'46" E a distance of 571.28 feet, thence S 89°55'05" E a distance of 250 feet, thence N 41°18'32" E a distance of 432.90 feet, thence S 89°34'57" E a distance of 520 feet to the Point of Beginning.

AND

Being a portion of the SE1/4 of the NE1/4 and a portion of the NE1/4 of the SE1/4 of Section 15, Township 23 South, Range 29 East, more particularly described as follows:

From the East 1/4 corner of Section 15, Township 23 South, Range 29 East run thence N 00°14'14" E along the east line of the NE1/4 of said Section 15 a distance of 402.27 feet, thence N 88°28'04" W a distance of 181.15 feet, thence S 89°37'22" W a distance of 1095.02 feet to a point on the East Right of Way line of U.S. Highway 17 and 92, thence S 00°04'55" W along said East Right of Way line a distance of 60 feet for a Point of Beginning; run thence N 89°37'22" E a distance of 890 feet, thence S 00°04'55" W a distance of 529.48 feet, thence N 89°55'05" W a distance of 437.97 feet, thence N 00°04'55" E a distance of 415 feet, thence N 89°52'45" W a distance of 452 feet to a point on the East Right of Way line of said U.S. Highway 17 and 92, thence N 00°04'55" E along said East Right of Way line a distance of 107.05 feet to the Point of Beginning.

Exhibit "B"- Location Map



**Orange County  
Public Schools**



Jurisdiction: Orange County  
School Board Dist.: # 5  
Parcel ID: 15-23-29-0000-00-020  
Acreage: +/- 20.8 ac

Schools  
ES: Pineloch  
MS: Walker  
HS: Oak Ridge

OC-21-004  
Durham Apartments