



Interoffice Memorandum

**AGENDA ITEM**

October 5, 2021

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

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

**CONTACT PERSON: Mitchell Glasser, Manager  
Housing and Community Development Division  
407-836-5190**

SUBJECT: October 26, 2021 – Consent Item  
Multi-Family Affordable Housing Developer's Agreement for  
Impact Fee Exemption (Durham Apartments)

On June 22, 2021, Orange County adopted Ordinance Nos. 2021-28 and 2021-29, respectively, which, among other things, provide the opportunity for exemption from the payment of school impact fees and transportation impact fees for certain affordable housing projects in accordance with Section 163.31801, Florida Statutes. Lake Bumby Properties ("LBP") is the owner of a certain tract of real property that is under contract to sell to Durham Place, Ltd. ("DPL"). DPL, the applicant/developer, plans to construct a multi-family affordable housing project known as Durham Apartments. As such, LBP and DPL (through a joinder and consent to the Agreement) requested to enter into the attached Multi-family Affordable Housing Developer's Agreement for Impact Fee Exemption (the "Agreement") by and between the County, LBP, and The School Board of Orange County, Florida (the "School Board"), in order to be exempted from the payment of both school and transportation impact fees.

Durham Apartments will consist of 102 rental units, all of which will be affordable to households earning 60% or less of the area median income. The property is located at 5215 S. Orange Blossom Trail in unincorporated Orange County. On June 11, 2020, the Florida Housing Finance Corporation approved Housing Tax Credit funding for the construction of Durham Apartments, which requires the project to be affordable, and rent restricted, for 50 years. DPL has exceeded the definition of affordable in accordance with Section 163.31801, Florida Statutes (2021), and provided documentation of such to the county's satisfaction prior to receiving any impact fee exemptions.

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October 26, 2021 – Consent Item

Multi-family Affordable Housing Developer's Agreement for Impact Fee Exemption

Upon execution of this agreement and assuming continued compliance with the terms, Durham Place, Ltd., shall have documented the affordability of the project to the County's satisfaction. Only units that are defined as affordable units shall be entitled to an exemption from school and transportation impact fees. The total amount of impact fees exempted under this agreement is \$852,108; \$603,738 of that total is school impact fees and \$248,370 of that total are transportation impact fees.

The School Board approved this agreement at their September 28, 2021 meeting. The County Attorney's Office has reviewed the agreement as to form.

**ACTION REQUESTED: Approval and execution of Multi-family Affordable Housing Developer's Agreement for Impact Fee Exemption (Durham Apartments) by and between Orange County, Florida, Lake Bumby Properties, and The School Board of Orange County, Florida providing for the exemption of \$852,108 in school and transportation impact fees. District 3.**

JVW:MG  
Attachment

BCC Mtg. Date: Oct. 26, 2021

Instrument prepared by:  
M. Rebecca Wilson, Esquire  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Post Office Box 2809  
Orlando, FL 32802-2809  
(407) 843-4600

Return to:  
Orange County Housing  
and Community Development Division  
525 E. South Street  
Orlando, FL 32801-2891

**MULTI-FAMILY AFFORDABLE HOUSING  
DEVELOPER'S AGREEMENT FOR IMPACT FEE EXEMPTION  
(DURHAM APARTMENTS)**

THIS MULTI-FAMILY AFFORDABLE HOUSING DEVELOPER'S AGREEMENT FOR IMPACT FEE EXEMPTION (the "Agreement") is entered into by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, whose address is 525 East South Street, Orlando, FL 32801, (the "County") and LAKE BUMBY PROPERTIES, a Florida general partnership, whose address is 558 W. New England Avenue, Suite 200, Winter Park, FL 32789 (the "Owner") and THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA a body corporate and political subdivision of the State of Florida, (the "School Board").

**RECITALS**

**WHEREAS**, the Owner owns that certain tract of real property, as described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, the Owner hereby provides notice pursuant to Section 11, hereof, that it is under contract to sell the Property to Durham Place, Ltd. ("Developer," and together with the Owner, the "Applicant") which joins this agreement by and through the undersigned Joinder and Consent; and

**WHEREAS**, the Applicant intends to develop a multi-family rental affordable housing project to be known as Durham Apartments, (the "Project") on the Property; and

**WHEREAS**, the County and the School Board find creating affordable housing opportunities for low to extremely low-income residents of Orange County, Florida to be a valid public purpose under the laws of Florida; and

**WHEREAS**, in accordance with Section 163.31801, F.S., as may be amended from time to time, the County adopted Ordinance No. 2021-28 and Ordinance No. 2021-29, which, in part, provided an opportunity for exemption from the payment of school impact fees and transportation impact fees, respectively, for certain affordable housing projects; and

**WHEREAS**, the County supports the exemption of all or a portion of school and transportation impact fees, and the School Board supports the exemption of all or a portion of

school impact fees, for the purpose of providing affordable rental units for lower income Orange County residents.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein as a material part of this Agreement.

**Section 2. Definitions.** In construing this Agreement the following words, phrases and terms shall have the following meanings, unless the context requires otherwise:

- A. *Affordable* shall be defined as a rental development in which a minimum of forty percent (40%) of the units must be rented to a household whose annual income does not exceed sixty percent (60%) of the area median income.
- B. *Affordable Units* shall be defined as those rental units described in Section 3 hereof.
- C. *Orlando Metropolitan Statistical Area ("MSA")* shall include the counties of Orange, Lake, Seminole, and Osceola as well as the municipalities within their respective jurisdictions.

**Section 3. Scope of Project.**

The Project shall consist of one hundred two (102) multi-family units in total. One hundred percent (100%) of the units shall be rented to households with income equal to or less than 60% of the MSA median income.

**Section 4. Payment of Law Enforcement, Fire/Rescue, and Parks and Recreation Impact Fees.**

The Applicant shall make payment of all law enforcement, fire/rescue, parks and recreation impact fees, and sewer and water connection fees upon submittal of their building permit application in accordance with the applicable provisions of Chapter 23, Impact Fees, Orange County Code.

**Section 5. Exemption of Payment of School and Transportation Impact Fees; Credit Account.**

- A. Section 23-161(b) of Article V, Chapter 23, Orange County Code, provides that the payment of all or a portion of School Impact Fees may be exempted for housing that meets or exceeds the definition of "affordable" pursuant Section 163.31801(11), Florida Statutes, 2021, provided the level and duration of such affordability is documented to the County's satisfaction prior to the granting of any impact fee exemption.
- B. Section 23-98(a)(11) of Article IV, Chapter 23, Orange County Code, provides that the payment of Transportation Impact Fees shall be exempted for housing that meets or exceeds the definition of "affordable" pursuant Section 163.31801(11), Florida

Statutes, 2021, provided the level and duration of such affordability is documented to the County's satisfaction prior to the granting of any impact fee exemption.

- C. Upon execution of this Agreement, and assuming continued compliance with the terms hereof, the Applicant shall have documented the affordability of the Project to the County's satisfaction; provided, however, that only those units defined as Affordable Units hereunder shall be entitled to an exemption from School and Transportation Impact Fees. The total amount of Impact Fees exempted under this agreement is Eight Hundred Fifty-Two Thousand, One Hundred Eight Dollars (\$852,108.00); \$603,738.00 of that total is School Impact Fees and \$248,370.00 of that total is Transportation Impact Fees.
- D. Pursuant to that certain Concurrency Mitigation Agreement entered into by and among Owner, Developer, County, and The School Board of Orange County, Florida, on October 26, 2021, the Project impacted a failing high school and, therefore, was required to pay Two Hundred Thousand Seven Hundred Thirty-three Dollars (\$200,733.00) in proportionate share mitigation (the "Mitigation Payment"). In order to comply with Section 163.31801(5), Florida Statutes, 2021, a credit account in an amount equivalent to the Mitigation Payment shall be created and shall run with the land (the "Credit Account"). The Credit Account shall not bear interest. If and when the Project, or any part thereof, becomes market rate housing, school impact fees shall become due and payable at the rate then in effect and the funds in the Credit Account shall be available to the Applicant, or its successors and assigns, to offset the cost of such school impact fees.

#### **Section 6. Restrictive Covenant.**

A. The Applicant acknowledges that this Agreement creates a restrictive covenant and that such covenant shall run with the Property.

B. The Applicant, its successors and assigns shall utilize the Property for the rental of one hundred two (102) multi-family housing units. In order to be deemed affordable, a minimum of forty percent (40%) of the units must be rented to a household whose annual income does not exceed sixty percent (60%) of the Orlando Metropolitan Statistical Area (MSA) median income. For this Project specifically, one hundred percent (100%) of the 102 units shall be rented to households whose annual income does not exceed sixty percent (60%) of the Orlando MSA. Rent levels of the 102 units shall be in accordance with Section 42 of the Internal Revenue Code of 1986, as amended, and Section 8 of this Agreement, for a period of twenty (20) years from the date of issuance of the first certificate of occupancy for the Project. Provided further, however, that Applicant's construction loan lender, permanent loan lender, or any subsequent mortgagee shall, at its option, have the right to foreclose on the Property with this restrictive covenant in place or, in the alternative, to pay to the County, the principal amount of Eight Hundred Fifty-Two Thousand, One Hundred Eight Dollars (\$852,108.00) in order to obtain from the County a release of the restrictive covenant provisions as set forth herein. Applicant's construction loan lender, permanent loan lender or any subsequent mortgagee shall pay for the cost of recording any such release and any other expenses incident thereto.

**Section 7. Income Verification.**

A. The Applicant shall verify the household income of the occupants of the Affordable Units prior to the initial occupancy of such units. Income verifications shall be performed for such units on an annual basis thereafter.

B. The Applicant shall maintain complete and accurate records of the income for each of the qualifying occupants and the rents charged for the Affordable Units. All records shall be maintained in accordance with Chapter 67-37, Florida Administrative Code, or the HUD income limits, whichever is more restrictive. The Applicant shall permit any duly authorized representative of Orange County to inspect the books and records upon reasonable notice.

C. The Applicant shall furnish to the County's Housing and Community Development Division an Annual Report demonstrating all Affordable Units are in compliance with this Agreement. Similar reports required by Florida Housing Finance Corporation may be used to satisfy this requirement. Copies shall be submitted on annual basis subsequent to the issuance of the first certificate of occupancy for the Project.

**Section 8. Rents, Lease Provisions, and Administration.**

A. The Applicant agrees that the initial gross rents charged for the Affordable Units shall comply with the gross rent restrictions established by the Florida Housing Finance Corporation, or the HUD income limits, whichever is more restrictive, and shall not exceed thirty percent (30%) of the imputed income limitation applicable to each Affordable Unit adjusted for family size and number of bedrooms in accordance with Section 42(g)(2)(c) of the Internal Revenue Code of 1986, as amended. For purposes of this Agreement, gross rent shall include a utility allowance in accordance with Section 42(g)(2)(B) (ii) of the Internal Revenue Code of 1986, as amended.

B. The Applicant may, for good cause, refuse to rent the Affordable Units to individuals or families who otherwise meet the income and eligibility guidelines set forth herein. Good cause may include, but shall not be limited to, the failure of the applicant to comply with the terms and conditions of past rental agreements.

C. For purposes of complying with the requirements of this Agreement, if the income of an individual or family renting an Affordable Unit initially meets the applicable income limitation at the commencement of occupancy of the unit, the income of such individual or family shall be treated as continuing to not exceed the applicable income limits so long as the rent charged for such Affordable Unit remains in accordance with the gross rent restrictions established by the Florida Housing Finance Corporation and this Section 8. The preceding sentence shall cease to apply to any individual or family whose income, as of the most recent determination, exceeds one hundred- forty percent (140%) of the applicable income limit, if after such determination, but before the next income determination, any Affordable Unit of comparable or smaller size in the building is occupied by a new resident whose income exceeds the applicable income limit for very low or low income tenants as defined in Orange County Administrative Regulation No. 4.08, as may be amended from time to time, or the HUD Regulations, whichever is more restrictive.

D. Applicant shall not be deemed to have breached this Agreement if, in verifying the household income of the occupants of the Affordable Units, Applicant (i) has relied in good faith upon information supplied to Applicant by the occupant; (ii) has no reason to believe such information is false; and (iii) shall have complied with all requirements of this Agreement with respect to verification of household income.

E. Notwithstanding anything contained herein to the contrary, in the event that the requirements set forth in this Section 8 shall in any manner conflict with the provisions of Section 42 of the Internal Revenue Code of 1986, as may be amended from time to time, the provisions of the Internal Revenue Code shall control.

F. The Applicant or its management company shall obtain a certification of income for each prospective tenant prior to admission to the Project. Source documentation for each adult household member shall be obtained to support income claims. The form of Certification shall be as required by the FHFC. Should the annual income recertification of such households result in non-compliance with income occupancy requirements, the next available unit must be rented to a qualifying household in order to ensure continuing compliance of the Project.

G. The Applicant shall not discriminate against any person or family on the grounds of race, color, national origin, religion, familial status, sex, sexual orientation or disability. The Applicant shall comply with the applicable provisions of the Human Rights Ordinance Chapter 22 of the Orange County Code, including, but not limited to, the Fair Housing provisions contained in Article IV, thereof. The Applicant shall abide by the following:

1. The Applicant shall provide rental information and attract eligible persons in the housing market area without regard to race, color, national origin, religion, sex, sexual orientation, or disability.
2. The Applicant shall employ the Equal Housing Opportunity slogan, logo or statement in all solicitations for tenants and posters with the fair housing logo will be prominently displayed at the Project.
3. The Applicant shall maintain records of its affirmative marketing efforts and keep them available for review by the County's Housing and Community Development Division staff.
4. The Applicant shall assess the success of its affirmative action efforts and when applicable, undertake all necessary corrective actions as mandated by the County, when affirmative marketing requirements are not met.

H. The Applicant shall not evict or terminate the tenancy of any tenant of any unit within the Project other than for good cause, and shall not increase the gross rent with respect to any Affordable Unit in excess of the amount allowed herein.

#### **Section 9. Default; Remedies.**

- A. If the Applicant breaches any provision set forth in this Agreement, other than the affordability levels contained in Section 6 and the rental requirements contained in

Section 8.A., the Applicant shall cure the breach within thirty (30) days of receiving notice of such breach. In the event that the Applicant is unable to cure the breach within the allotted thirty (30) days, the Applicant shall request an extension of time not to exceed ninety (90) days. Any such request for extension shall be made in writing and shall be submitted to the County within the first thirty (30) days' time period. In such instances where the Applicant is unable to correct the breach within the allotted thirty (30) day time period, the Applicant shall commence such correction(s) within the ninety (90) days, and thereafter diligently pursue the same to completion within such period. In the event that the Applicant fails to comply with the requirements of this Section, the Applicant shall pay to the County the principal amount of Eight Hundred Fifty-Two Thousand, One Hundred Eight Dollars (\$852,108.00) which is equal to the total sum of impact fees exempted pursuant to Section 5, hereof. Upon full repayment by the Applicant to the County of the total sum of the exempted impact fees, this Agreement shall become null and void and shall automatically terminate.

- B. If the Applicant rents any of the Affordable Units to individuals or families whose income is not in accordance with the affordability level provided for in Section 6 of this Agreement or rents any such unit above the applicable rental rate required in Section 8.A., the Applicant shall be deemed to be in default of this Agreement resulting in the disqualification of the Affordable Units. Upon the disqualification of any Affordable Unit(s), Applicant shall pay to the County the principal amount of Eight Hundred Fifty-Two Thousand, One Hundred Eight Dollars (\$852,108.00) which is equal to the total sum of impact fees exempted pursuant to Section 5, hereof. Upon full repayment by the Applicant to the County of the total sum of the exempted impact fees, this Agreement shall become null and void and shall automatically terminate.
- C. In addition to any other remedies contained herein, in the event of a breach of any material term of this Agreement, the County may avail itself of any remedy available at law or equity.

#### **Section 10. Foreclosure.**

A. If Applicant's construction loan lender, permanent loan lender, or any subsequent mortgagee (other than HUD) forecloses on the Property, such lender or subsequent mortgagee shall, at its option, have the right to foreclose with the restrictive covenant contained in Section 6 in place or, in the alternative, pay to the County the principal amount of Eight Hundred Fifty-Two Thousand, One Hundred Eight Dollars (\$852,108.00) in order to obtain from the County a release of the restrictive covenant provision contained herein.

B. Applicant's construction loan lender, permanent loan lender, or any subsequent first mortgagee (other than HUD), shall pay for the cost of recording any such release and any other expenses incident thereto. To the extent required by law, the rights, duties, and obligations in this Agreement shall be subordinate to the provisions of the first mortgage.

**Section 11. Sale or Transfer of the Project or any Building.** The Applicant shall not sell, exchange, assign, convey, transfer or otherwise dispose of the Property, the Project, or any building in the Project without prior written notice to the County.



**Section 12. Waiver of Breach.** Waiver of breach of one covenant or condition of this Agreement is not a waiver of breach of other covenants and conditions of this Agreement, or of a subsequent breach of the waived covenants or conditions.

**Section 13. Applicable Law.** The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement. Any and all legal action necessary to enforce the provisions of this Agreement will be held in Orange County, Florida. Venue for any litigation involving this Agreement shall be the Circuit Court in and for Orange County, Florida.

**Section 14. Notices.** Any notices required or allowed hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; (b) national express air courier, provided such courier maintains written verification of actual delivery; (c) facsimile, or (d) U.S. Mail, Certified, Return Receipt. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent. Any notice or other communication given by the means described in subsection (c) above shall be deemed effective the date on which the facsimile transmission occurs or if such date is not a business day on the business day immediately following the date on which the facsimile transmission occurs. Any party may change said address by giving the other parties hereto notice of such change of address in accordance with the foregoing provisions.

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

DEVELOPER: Durham Place, Ltd.  
1105 Kensington Park Drive, Suite 200  
Altamonte Springs, Florida 32714

COPY: Rebecca Wilson  
215 N. Eola Drive  
Orlando, Florida 32801

COUNTY: Orange County  
Housing and Community Development Division  
525 East South Street  
Orlando, FL 32801  
Attn: Manager

COPY: County Administrator  
Orange County Administration  
201 S. Rosalind Ave, 5<sup>th</sup> floor  
Orlando, Florida 32802

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

COPY: Orange County Public Schools  
Attn: Facilities Planning Department  
6501 Magic Way, Building 200  
Orlando, Florida 32809

**Section 15. Incorporation of County Policies.** This Agreement shall be read in conjunction with and be subject to all applicable County regulations, policies, resolutions and ordinances; such County regulations, policies, resolutions, and ordinances are incorporated herein by reference.

**Section 16. Termination of Approvals.** The County shall, in its sole discretion, have the right to terminate all approvals and acceptances granted by this Agreement in the event Applicant fails to comply with any of the terms and conditions of this Agreement. All approvals granted by this Agreement are conditioned upon the continued compliance with the terms of this Agreement as well as the payment of the applicable impact fees at the appropriate time, including the payment of school and transportation impact fees as outlined in Section 5 hereof.

**Section 17. Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the County, Owner and the Developer and no right or cause of action shall accrue to or for the benefit of any third party.

**Section 18. Assignment.** The County shall have the right to assign or transfer this Agreement in whole or in part to any properly authorized commission, authority, or other public agency empowered by law to serve the unincorporated area of Orange County. The Applicant shall not assign, sell, bargain, convey or transfer its interest in this Agreement without the prior written consent of the County.

**Section 19. Recordation of the Agreement.** The parties hereto agree that a fully executed original of this Agreement shall be recorded, at Applicant's expense, in the Public Records of Orange County, Florida. The obligations imposed in this Agreement shall be deemed a restrictive covenant which shall run with the Property and shall be binding upon Applicant's successors and assigns. The County or any successor agency or entity will, from time to time and upon the request of the Applicant, execute and deliver estoppel letters affirming the status of this Agreement.

**Section 20. Severability.** If any sentence, phrase, paragraph, provision, or portion of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such portion shall be considered an independent provisions and the finding shall have no effect on the validity or the balance of this Agreement.

**Section 21. Entire Agreement and Modification.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and

agreements relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved and executed by the authorized representatives of the respective parties.

**Section 22. No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relations of principal/agent, employer/employee, or joint venture partnership between the parties.

**Section 23. Land Use Approvals.** This Agreement shall not be construed as granting, assuring, or in any way indicating any future grant of any land use, zoning, or density approvals, development approvals, permissions, or rights with respect to the Property.

**Section 24. Effective Date; Term.** This Agreement shall become effective upon the date of full execution by the authorized representatives of the Owner, Developer and the County, and, except as otherwise set forth in Section 9 hereof, shall terminate twenty (20) years from the date of issuance of the first certificate of occupancy for the Project.

**Section 25. Headings.** The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof.

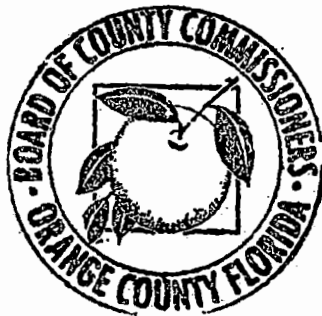
**Section 26. Counterpart Signatures.** This Agreement may be executed in one or more counterparts, all of which shall constitute, collectively, one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners



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

Date: October 26, 2021

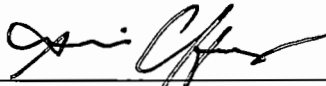
ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners


BY: *Katie Smith*  
Deputy Clerk

**"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

  
Print Name: Ambria Henley

By:   
Teresa Jacobs, Chair

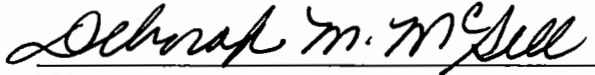
  
Print Name: Nancy Conover

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.



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

[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

Signed and sealed in the presence of:

[Signature]  
Print Name: Arabia Henley  
[Signature]  
Print Name: Nancy Conover

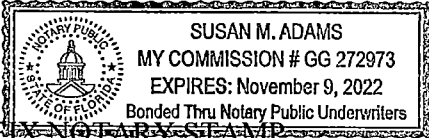
**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida

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 28th 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: SEPT 20, 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.

Date: Sept. 17, 2021

**"OWNER"**

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

By: Hewitt Development, LLC, a  
Florida Limited Liability Company,  
its General Partner

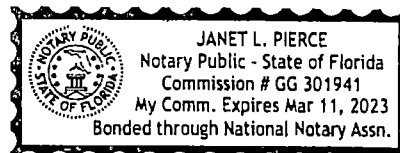
BY: [Signature]  
Name: Thomas Hewitt  
Title: managing member

STATE OF Florida)  
COUNTY OF orange)

The foregoing instrument was acknowledged before me, a Notary Public, by means of ☒ physical  
presence or ☐ online notarization this 16 day of Sept, 2021,  
by Thomas Hewitt, as managing member of  
Hewitt Development, a LLC, on behalf of said  
Lake Bumby Properties who ☒ is personally known to me or ☐ has produced (type of  
identification) \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of  
Sept., 2021.

[Signature]  
Notary Public  
My Commission Expires: 3-11-23  
Printed Name: Janet L. Pierce



### JOINDER AND CONSENT

Durham Place, Ltd., a Florida limited partnership, hereby joins in and consents to the obligations and responsibilities contained in that certain Multi-Family Affordable Housing Developer's Agreement For Impact Fee Exemption (Durham Apartments) entered into by and among Orange County, Florida, Lake Bumby Properties (the "Owner"), and the School Board of Orange County, Florida (the "Agreement"), for itself and on behalf of any affiliate that receives an assignment of the Agreement following notice to the County pursuant to Section 11, thereof, and upon acquisition of the Property hereby agrees to assume all rights and obligations of Owner thereunder and further agrees to comply with all conditions and procedures under the Agreement.

WITNESSES:

Durham Place, Ltd., a Florida limited partnership

Print Name:

Ryan Weller  
Ryan von Weller

By: Durham Place GP, LLC, a Florida Limited Liability Company, its co-General Partner

Print Name:

Ethan Carpenter  
Ethan Carpenter

By:

Jonathan L. Wolf, Manager of Durham Place GP, LLC, co-general partner of Durham Place, Ltd.

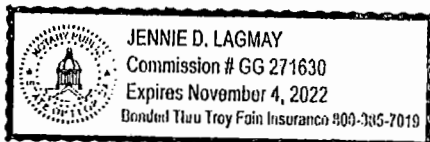
Date: 09-16-2021

STATE OF Florida )

COUNTY OF Seminole )

The foregoing instrument was acknowledged before me, a Notary Public, by means of ☒ physical presence or ☐ online notarization this 16<sup>th</sup> day of September, 2021, by Jonathan L. Wolf, as Manager of Durham Place GP, LLC, co-general partner of Durham Place, Ltd., on behalf of said Florida limited partnership, who ☒ is personally known to me or ☐ has produced (type of identification) \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16<sup>th</sup> day of September, 2021.



Notary Public

My Commission Expires: 11/04/2021

Printed Name:

Jennie D. Lagmay

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

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.