

After recording return to:

Helen LaValley
Growth Planning Dept.
Lake County Public Schools
201 West Burleigh Boulevard
Tavares, Florida 32778

.....[SPACE ABOVE THIS LINE FOR RECORDING DATA].....

**PROPORTIONATE
SHARE MITIGATION
AGREEMENT**

FOR

Project Name:

Integra Apartments
Wellness Way
LCS# 2022-23
Clermont

THIS PROPORTIONATE SHARE MITIGATION AGREEMENT
("Agreement"), is entered into by and between **THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 ("School Board"), **INTEGRA LAND COMPANY**, whose address is 1525 International Parkway, #2001, Lake Mary, Florida 32746, ("Applicant/Contract Purchaser"); and the **CITY OF CLERMONT, LAKE COUNTY, FLORIDA**, whose address is 685 West Montrose Street, Clermont, FL 34711 ("City").

(School Board, Applicant/Contract Purchaser and City are sometimes referred to herein individually as a "Party" or collectively as the "Parties").

RECITALS:

WHEREAS, the School Board, Board of County Commissioners of Lake County ("County"), and the municipalities within the County have entered into that certain "First Amended Interlocal Agreement For School Facilities Planning and Siting" (the "Interlocal Agreement"), and

WHEREAS, pursuant to Section 5 of the Interlocal Agreement an application for a subdivision, site plan, or plat for residential dwelling units that will generate students in a Concurrency Service Area in which there is insufficient School Capacity to accommodate the anticipated students must enter into a Proportionate Share Mitigation Agreement to mitigate the school overcrowding attributable to the anticipated students, all as specified in the Interlocal Agreement; and

WHEREAS, Applicant is the contract purchaser of those certain tract(s) of land located in City of Clermont and identified more particularly by alternate key 1462436, more fully described in Exhibit 'A' (the "Property"). The Property location is further illustrated by a map attached hereto as Exhibit "B"; and

WHEREAS, the Applicant/Contract Purchaser has submitted a rezoning to the City in connection with a proposal to obtain approval to develop three hundred and twenty-eight (328) multi-family residential dwelling units on the Property (the "Project" or "Integra Apartments"); and

WHEREAS, at the time of this Agreement, the Property is located in Concurrency Service Area #14; and

WHEREAS, based on the current adopted Level of Service standards of the Concurrency Service Area in which the Property is located, the School Board has determined there is insufficient school capacity at the high school level for the number of public-school students that the dwelling units are anticipated to generate. The deficit determined at the time of capacity review is twenty-two (22) high school students; and

WHEREAS, local government approval of the final site plan without requiring mitigation for the impacts of the proposed residential dwelling units will either create or worsen school overcrowding at the high school level; and

WHEREAS, the Applicant/Contract Purchaser has agreed to enter into this Agreement to provide mitigation proportionate to the demand on Public School Facilities to be created by the residential dwelling units, as more particularly set forth herein ("Proportionate Share Mitigation").

NOW, THEREFORE, in consideration of the foregoing described Proportionate Share Mitigation, 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 this 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/Contract Purchaser to mitigate for the impacts of the units reflected on the site plan attached as Exhibit "C", for which the Applicant/Contract Purchaser is seeking approval and is intended to satisfy the requirements of the Interlocal Agreement.

4. **PROPORTIONATE SHARE MITIGATION.** The Parties agree that the Applicant/Contract Purchaser shall provide the following, in order to provide for capacity for the high school student(s) to be generated by the residential dwelling units:

- a. The Applicant/Contract Purchaser shall pay the student station costs for the deficit number of high school students. That payment shall be made no more than 90 days after obtaining final site plan approval for the Project, in an amount equal to the high school student station costs listed in the Lake County Schools Educational Facilities Update Study (school impact fee study) dated June 26, 2019. The amount of Proportionate Share Mitigation for deficit student stations is **SEVEN HUNDRED SIXTY SIX THOUSAND NINE HUNDRED SIXTY FOUR AND 00/100 DOLLARS** (\$766,964.00), which is determined by multiplying the student station cost in the most recent School Impact Fee Study for high school level by the capacity deficit generated from the Project [$\$34,862$ (high school student station cost) x 22 (students) = \$766,964.00].
- b. Credit shall be given for the Proportionate Share Mitigation payment in 4.a. above towards the School Impact Fees for the residential dwelling units in the proposed Project. The amount of School Impact Fees payable for the residential dwelling units is currently calculated as **TWO MILLION THREE HUNDRED FIFTY EIGHT THOUSAND, NINE HUNDRED SEVENTY SIX AND 00/100 DOLLARS**

(\$2,358,976.00), which is determined by multiplying the current School Impact Fee for multi-family residential dwelling units by the total number of proposed residential dwelling units. [\$7,192.00 (educational impact fee for multi-family dwelling unit) x 328 (lots/units) = \$2,358,976.00]. After credit for the Proportionate Share Mitigation, Applicant/Contract Purchaser shall be responsible for the payment of the remaining educational impact fees due. The timing for the remaining school impact fee payment(s) shall be pursuant to the Lake County Impact Fee Ordinance.

In the event that the final approval by CITY results in less than three hundred twenty-eight (328) residential multi-family dwelling units, then the estimated School Impact Fees set forth above will be adjusted accordingly based on the final number of residential dwelling units approved for the Project by CITY. Payment pursuant to Sections 4.a and 4.b will be made as indicated in those subsections.

5. **SCHOOL IMPACT FEE CREDIT.** The School Board shall inform the applicable local government of the Proportionate Share Mitigation payment required under Section 4.a. of this Agreement. Said credit shall be applied to the educational impact fees imposed under the Lake County Impact Fee Ordinance, as provided in the Interlocal Agreement, and as outlined in Section 4.b of this agreement. This is not an agreement to pay impact fees. It is an agreement to pay proportionate share mitigation and the basis for the credit(s) of future school impact fee payments.

6. **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").

7. **TERMINATION.** This Agreement shall terminate and Applicant/Contract Purchaser shall forfeit any administrative application fees paid under the following circumstances:

- a. City does not approve the rezoning within one hundred eighty (180) days of the **Effective Date** of this Agreement.
- b. Applicant/Contract Purchaser, by failure to proceed in good faith in a diligent and timely manner, fails to begin construction within two (2) years of the **Effective Date** of this Agreement.
- c. In the event, this agreement is terminated for any reason the applicant will forfeit the school concurrency reservation relating to this project.

8. **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 residential portions of the Property and be binding upon the successors and assigns of the Applicant/Contract Purchaser and upon any person, firm, corporation, or entity who may become the successor in interest to the residential portions of the Property.

9. **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 Lake County Attn: Superintendent of Schools and Growth Planning Department 201 West Burleigh Boulevard Tavares, Florida 32778
City:	City of Clermont Attn: City Manager 685 West Montrose Street Clermont, FL 34711
Applicant/ Contract Purchaser:	Integra Land Company David McDaniel 1525 International Parkway, #2001 Lake Mary, FL 32746

10. **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.

11. **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.

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

13. **AMENDMENTS.** No modification, amendment, or alteration in 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.

14. **ASSIGNMENT, TRANSFER OF RIGHTS.** The Applicant/Property Owner 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 without prior approval of the School Board. In the event of any such assignment and/or transfer, the assignee shall provide the School Board with written notice of same. Upon a complete assignment of this Agreement, the assignor shall be fully relieved and released from any and all obligations under this Agreement.

15. **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.

16. **RECORDING OF THIS AGREEMENT.** The Applicant/Contract Purchaser agrees to record this Agreement, at Applicant/Contract Purchaser's expense, in the Public Records of Lake County, Florida. The agreement shall be recorded within ten (10) days after full execution by all parties.

17. **ENTIRE 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.

18. **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.

19. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any action to enforce the provisions of this Agreement shall be in the Courts of the Florida Fifth Judicial Circuit and venue shall be in Lake County, Florida.

20. **ATTORNEY'S FEES.** In the event that either party commences an action in court to recover for a breach or the enforcement of this Agreement then the prevailing party shall be entitled to recover its attorneys' fees and costs related to that action.

21. **SCHOOL CONCURRENCY.** Residential dwelling units in excess of the subject 328 units not addressed in this Agreement will be subject to separate review for school concurrency purposes as set forth in the Interlocal Agreement.

22. **PAYMENT FEE(S) FORM.** This Agreement requires the Applicant/Contract Purchaser to pay proportionate share mitigation within ninety (90) days of the approval of the project final site plan. The form attached to and incorporated herein as Exhibit "D", must be completed and returned to the School Board's Growth Planning Department with all fees due hereunder to satisfy Section 4 of this Agreement.

(SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGES)

IN WITNESS THEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: The Applicant/Contract Purchaser, City of Clermont, through the City Council, signing by and through its Mayor, and by the School Board signing by its duly authorized representative.

WITNESSES:

[Signature]
Sign Name

Cristy M McDaniell
Print Name

Bailey Brannen
Sign Name

Bailey Brannon
Print Name

APPLICANT/CONTRACT PURCHASER

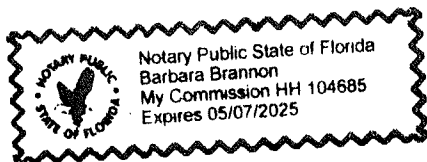
INTEGRA LAND COMPANY, a Florida corporation

[Signature]
David McDaniel, President

This 17th day of November, 2022.

STATE OF Florida)
) ss:
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of November, 2022, by David McDaniel, as President of INTEGRA LAND COMPANY, a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification (if left blank, then personally known to me).



[Signature]
(Signature of Notary Public)

BARBARA BRANNON
(Typed name of Notary Public)
Notary Public, State of FLORIDA
Commission No.: HH 104685
My Commission Expires: 05/07/2025

IN WITNESS THEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: The Applicant/Contract Purchaser, City of Clermont, through the City Council, signing by and through its Mayor, and by the School Board signing by its duly authorized representative.

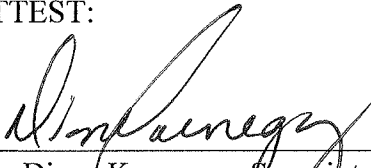
SCHOOL BOARD



Ms. Marc A. Dodd, Board Chair

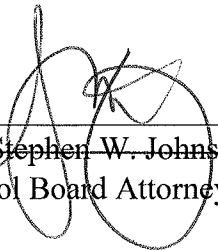
This 12th day of December, 2022.

ATTEST:



Ms. Diane Kornegay, Superintendent

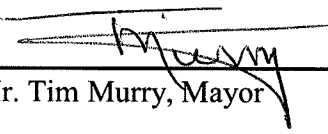
Approved as to form and legality:



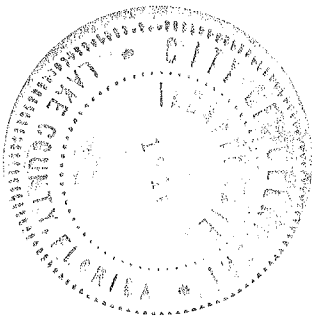
~~Mr. Stephen W. Johnson~~ Mr. James Myers
School Board Attorney

IN WITNESS THEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: The Applicant/Contract Purchaser, City of Clermont, through the City Council, signing by and through its Mayor, and by the School Board signing by its duly authorized representative.

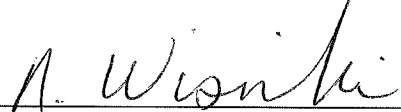
CITY OF CLERMONT


Mr. Tim Murry, Mayor

This 10th day of January, 2023



ATTEST:


for Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:


City Attorney DANIEL MANTZARU

Exhibits

Exhibit A – Legal Description

Exhibit B – Location Map

Exhibit C – Concept Plan/Site Plan

Exhibit D – Proportionate Share Mitigation Payment Form

Exhibit A – Legal Description

LEGAL DESCRIPTION:

A PORTION OF SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST, LYING EAST OF US HIGHWAY 27, SOUTH OF SCHOFIELD ROAD LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE S89°30'42"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21, A DISTANCE OF 1424.92 FEET; THENCE DEPARTING SAID SOUTH LINE RUN S00°13'39"E, A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SCHOFIELD ROAD (120.00' WIDE RIGHT OF WAY PER LAKE COUNTY RIGHT OF WAY MAP) PER OFFICIAL RECORDS BOOK 5299, PAGE 77 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND TO THE POINT OF BEGINNING; THENCE RUN S00°13'39"E, A DISTANCE OF 433.99 FEET; THENCE RUN S44°56'39"W, A DISTANCE OF 56.40 FEET; THENCE RUN N89°53'03"W, A DISTANCE OF 297.15 FEET; THENCE RUN S00°06'56"W, A DISTANCE OF 771.53 FEET; THENCE RUN N89°54'20"W, A DISTANCE OF 724.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 78°51'10", A CHORD BEARING OF N69°18'01"W AND A CHORD DISTANCE OF 114.32 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 123.86 FEET TO THE END OF SAID CURVE; THENCE RUN N08°32'51"W, A DISTANCE OF 386.52 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 14°06'51", A CHORD BEARING OF N01°29'26"W AND A CHORD DISTANCE OF 56.51 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N05°33'59"E, A DISTANCE OF 126.40 FEET; THENCE RUN N06°57'50"E, A DISTANCE OF 633.68 FEET; THENCE RUN N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1137.72 FEET TO THE POINT OF BEGINNING;

CONTAINING: 1,192,125 SQUARE FEET OR 27.37 ACRES MORE OR LESS.

Exhibit B – Location Map



[illegible]

Exhibit D – Proportionate Share Mitigation Payment Form

Exhibit D

Proportionate Share Mitigation Payment Form

Section 1	Proportionate Share Mitigation Information
LCS#:	2022-23
Project Title:	Integra Apartments Wellness Way
Local Jurisdiction:	Clermont
Parcel ID's/Alt Keys: (list all parcel identification numbers or alternate keys that apply to this agreement project boundaries)	1462436
Permit Type: (Plat, preliminary plat or site plan, final subdivision plan, etc.)	Site Plan
Section 2	Applicant Information (to be completed by Applicant)
Date:	
Name:	
Company/Firm:	
Contact phone number:	
Email Address:	
Section 3	Residential Development Project Information
Plat/Site Plan Title: (as it appears on the document)	Integra Apartments
Total Units:	328
Unit Type: SF, MF, MH	Multi-family units
Section 4	Payment Information
Payment Amount:	\$766,964
Mitigation Review Fee (if applicable):	N/A Previously paid
Total Amount of This Payment	\$



Instructions

Complete form and return with payment to:
 Lake County Schools
 Growth Planning Department – Attn: Helen LaValley
 201 West Burleigh Boulevard
 Tavares, FL 32778

For more information contact Helen LaValley, Growth Planning Department at 352-253-6694 or by email at lavalleyh@lake.k12.fl.us

9/22/2022