

After recording return to:

Christopher Mills, AICP  
Orange County Public Schools  
6501 Magic Way, Building 200  
Orlando, Florida 32809

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

**SCHOOL CONCURRENCY  
MITIGATION AGREEMENT  
EDW-21-002**

**HOLDEN AVENUE PD**

**Parcel ID#: 14-23-29-0000-00-004; 14-23-29-0000-00-005; 14-23-29-0000-00-042;  
14-23-29-0000-00-062; 14-23-29-0000-00-063; 14-23-29-0000-00-064**

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"); CITY OF EDGEWOOD, a municipal corporation of the State of Florida, ("City") and BAVERIA HOLDINGS, LLC, a Florida Limited Liability Company, whose address is 5200 Vineland Road, Orlando, FL 32811, (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; and

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, 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 City in connection with a proposal to obtain Site Plan Approval in order to develop 43 Residential Units on the Property (the "Project") and the City 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 single-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; and

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.

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 6 high school students, as follows, in accordance with Section 19.2 of the Interlocal Agreement:

Payment in the amount of ONE HUNDRED FIFTY-TWO THOUSAND THREE HUNDRED EIGHTY-NINE AND 55/100 DOLLARS (\$152,389.55) 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 due and payable prior to the time the plat or, if a plat is not required, a vertical Building Permit for the Property is approved and has been calculated in accordance with the formula found in Section 19.2 of the Interlocal Agreement. To the extent the Applicant's proposed Residential Development is subject to a Capacity Enhancement Agreement, any capacity enhancement mitigation paid pursuant to such agreement was applied as a credit to the Proportionate Share Mitigation required for the Project. Such credit was subtracted from the total Proportionate Share Mitigation required pursuant to the Interlocal Agreement and is reflected in the Proportionate Share required in this Section 4.

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.

Upon payment of the Proportionate Share, the School Board shall notify the City of Edgewood the amount of the School Impact Fee Credit based upon the amount received pursuant to Section 4 of this Agreement, and shall request a School Impact Fee credit account in such amount. Applicant shall not be entitled to a credit or refund for any portion of the Proportionate Share Mitigation in excess of the Impact Fee Credit Amount.

7. ISSUANCE OF SCHOOL CONCURRENCY RECOMMENDATION. Upon final execution of this Agreement by all Parties hereto, this Agreement will serve as the Applicant's Capacity Encumbrance Letter in accordance with Section 18.7 of the Interlocal Agreement.

8. SCHOOL CAPACITY ENCUMBRANCE AND RESERVATION. Upon final execution of this Agreement by all Parties hereto, this Agreement will serve as the Applicant's Capacity Encumbrance Letter that School Capacity will be available for the Project. This is in accordance with Section 18.6(g) of the Interlocal Agreement.

At such time as Applicant has prepaid the Proportionate Share further described in Section 4 and 6 of this Agreement, and paid the applicable installment(s) of the School Capacity Reservation Fee described in Section 9 below, School Capacity shall be reserved for the Project Units reflected on the application; if the Applicant fails to make any of the required School Capacity Reservation Fee payments described in Section 9 below or if this Agreement is

terminated, such reserved School Capacity shall lapse and be returned to the applicable Concurrency Service Area.

9. CAPACITY RESERVATION FEE. The Applicant shall be required to pay a School Capacity Reservation Fee for the Project in accordance with Section 30-599 of the Orange County Code. The Applicant shall pay the School Capacity Reservation Fee further described below.

- a. At the time of plat approval: \$125,904.00; and
- b. 12 months from date of plat approval: \$125,904.00; and
- c. 24 months from date of plat approval: \$125,904.00.

Notwithstanding the schedule provided by this Section, Applicant may prepay any or all of the School Capacity Reservation Fees in advance. School Capacity Reservation Fees paid pursuant to this Agreement shall be credited towards School Impact Fees as provided in Section 30-599 of the County Code.

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 City and the School Board agree to an extension of the Applicant's School Concurrency Mitigation Agreement:

- a. The Applicable Local Government does not approve the Plat within one hundred eighty (180) days from approval of the Site Plan by the City Council. 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. The School Board shall have sole discretion to determine whether the Applicant has proceeded in good faith in a diligent and timely manner. 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, and will only be entitled to receive a 90% refund of the Capacity Reservation Fee assuming all other applicable conditions are met. The School Board delegates to the Superintendent, or designee, the authority to determine whether the Applicant has proceeded in good faith in a diligent and timely manner.

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: Bavaria Holdings, LLC  
Attn: Khalid Hussein, Manager  
5200 Vineland Road  
Orlando, Florida 32811

With a Copy to: Toll Bros, Inc.  
Attn: Mark McIntosh  
2966 Commerce Park Dr., Suite 100  
Orlando, Florida 32819

With a Copy to: Akerman LLP  
Attn: Carolyn R. Haslam  
420 S. Orange Avenue, Suite 1200  
Orlando, Florida 32801

City/Town: City of Edgewood  
Attn: City Clerk  
405 Bagshaw Way  
Edgewood, Florida 32809

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.

Notwithstanding the foregoing, the School Board acknowledges that Applicant may assign its rights, obligations and responsibilities, including all or part of the capacity reserved for the Property, under this Agreement to Toll Bros., Inc., or any of Toll's affiliates (in either case "Toll"). The School Board hereby consents to such assignment on the condition that Toll assumes the rights, obligations and responsibilities of the Applicant assigned to Toll, and a copy of such assignment and assumption is delivered to the School Board within thirty (30) days of its recording in the public records.

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, in the Public Records of Orange County, Florida.

20. 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.

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").

25. PRE-PAYMENT, MITIGATION & CAPACITY RESERVATION FORMS. This Agreement requires the Applicant to pay a Capacity Reservation Fee and Proportionate Share Mitigation prior to the recording of a Plat or, if a plat is not required, issuance of a Building Permit. The form attached hereto as Exhibit "C," must be completed and returned to the School Board's Facilities Planning Department with all fees due hereunder, including, but not limited to, Capacity Reservation Fees and Proportionate Share Mitigation. This form must be completed and returned to the Facilities Planning Department, in addition to all fees payable pursuant to the terms of this Agreement, to satisfy Paragraph 4 and Paragraph 9 of this Agreement.


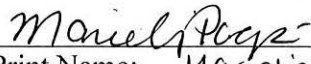
*Signatures on Following Page*

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:

Signed and sealed in the presence of:

**"SCHOOL BOARD"**

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

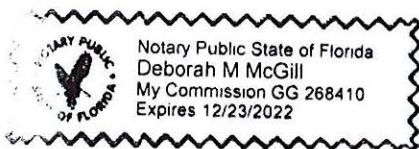
  
Print Name: Marilith Gutierrez  
  
Print Name: Marieliz Pagan

By:   
Teresa Jacobs, Chair


Date: January 29, 2022

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of January, 2022, by Teresa Jacobs, Chair 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

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

[ADDITIONAL SIGNATURE PAGES TO FOLLOW]



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

Signed and sealed in the presence of:

Maricel Pagan  
Print Name: Maricel Pagan

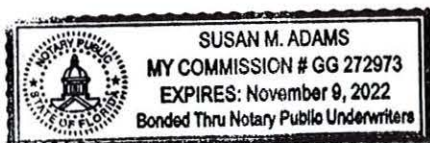
Arabic Herby  
Print Name: Arabic Herby

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

Dated: January 25, 2022

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 25th day of January, 2022 by Barbara M. Jenkins as  
Secretary and 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: January 14, 2022

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  
Staff Attorney III

Date: Jan 10, 2022

“APPLICANT”

Signed and sealed in the presence of:

BAVERIA HOLDINGS, LLC, a Florida  
limited liability company

Judith Combs  
Print Name: Judith Combs

By: [Signature]

Svetlana Laznova  
Print Name: Svetlana Laznova

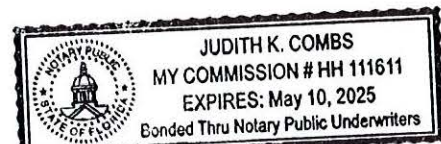
Print Name: Khaled Hussein SURESH GUPTA  
Title: Manager

Date: 10/15/2021

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 15 day of October, 2021, by Khaled Hussein as Manager of Baveria Holdings, LLC, a Florida limited liability company, on behalf of the organization. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

SURESH GUPTA



AFFIX NOTARY STAMP

Judith Combs  
NOTARY PUBLIC OF FLORIDA  
Print Name: Judith Combs  
Commission No.: HH111611  
Expires: 5/10/2025

**“CITY”**

**EDGEWOOD, FLORIDA**, a municipal  
corporation of the State of Florida.

By: Mayor

Print Name\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

ATTEST:

By:\_\_\_\_\_

City Clerk

{Corporate Seal}

Date:\_\_\_\_\_

## **Exhibit "A" – Legal Description**

### **PARCEL 1:**

THE WEST 165 FT OF THE FOLLOWING TRACT: BEGIN AT A POINT  $6 \frac{2}{3}$  CHAINS EAST OF THE NORTHWEST CORNER OF THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 14, TOWNSHIP 23 S, RANGE 29 EAST, RUN THENCE EAST  $5 \frac{1}{3}$  CHAINS; THENCE SOUTH 20 CHAINS TO THE SOUTH LINE OF THE SAID NORTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$ ;  $5 \frac{1}{3}$  CHAINS; THENCE NORTH 20 CHAINS TO THE POINT OF BEGINNING.

### **PARCEL 2:**

THE EAST 187 FEET OF THE FOLLOWING: BEGIN 440 FEET EAST OF THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, RUN EAST 352 FEET; THENCE SOUTH 1320 FEET; THENCE WEST 352 FEET; THENCE NORTH 1320 FEET TO THE POINT OF BEGINNING, ORANGE COUNTY, FLORIDA (LESS THE NORTH 30 FEET FOR RIGHT OF WAY).

ALSO DESCRIBED AS THE EAST 187 FEET TO THE FOLLOWING: BEGINNING AT A POINT  $6 \frac{2}{3}$  CHAINS EAST OF THE NW CORNER OF THE NW  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, RUN THENCE EAST  $5 \frac{1}{3}$  CHAINS, THENCE SOUTH TO THE SOUTH LINE OF THE SAID FORTY 20 CHAINS; THENCE WEST ALONG THE SAID SOUTH LINE OF THE SAID FORTY  $5 \frac{1}{3}$  CHAINS, THENCE NORTH 20 CHAINS TO THE POINT OF BEGINNING (LESS THE NORTH 30 FEET FOR RIGHT OF WAY).

### **PARCEL 3:**

THE NORTH 380 FEET OF THE WEST 303 FEET OF THE EAST 426.7 FEET OF THE NW  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  (LESS N 155 FEET OF E 125 FEET, AND LESS N 155 FEET OF W 128 FEET, AND LESS N 30 FEET FOR ROAD), SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, OF ORANGE COUNTY, FLORIDA.

### **PARCEL 4:**

THE NORTH 155 FEET OF THE WEST 125 FEET OF THE EAST 248.7 FEET OF THE NW  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  (LESS NORTH 30 FEET FOR ROAD) OF SECTION 14 TOWNSHIP 23 SOUTH RANGE 29 EAST, OF ORANGE COUNTY, FLORIDA.

### **PARCEL 5:**

THE NORTH 155 FEET OF THE WEST 128 FEET OF THE EAST 426.7 FEET OF THE NW  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF SECTION 14 TOWNSHIP 23 SOUTH RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LESS THE NORTH 30 FEET THEREOF FOR ROAD RIGHT OF WAY.

### **PARCEL 6:**

THE NORTH 380 FEET OF THE WEST 100 FEET OF THE EAST 526.7 FEET OF THE NW  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF SECTION 14, TOWNSHIP 23 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LESS THE NORTH 30 FEET THEREOF FOR ROAD RIGHT OF WAY.

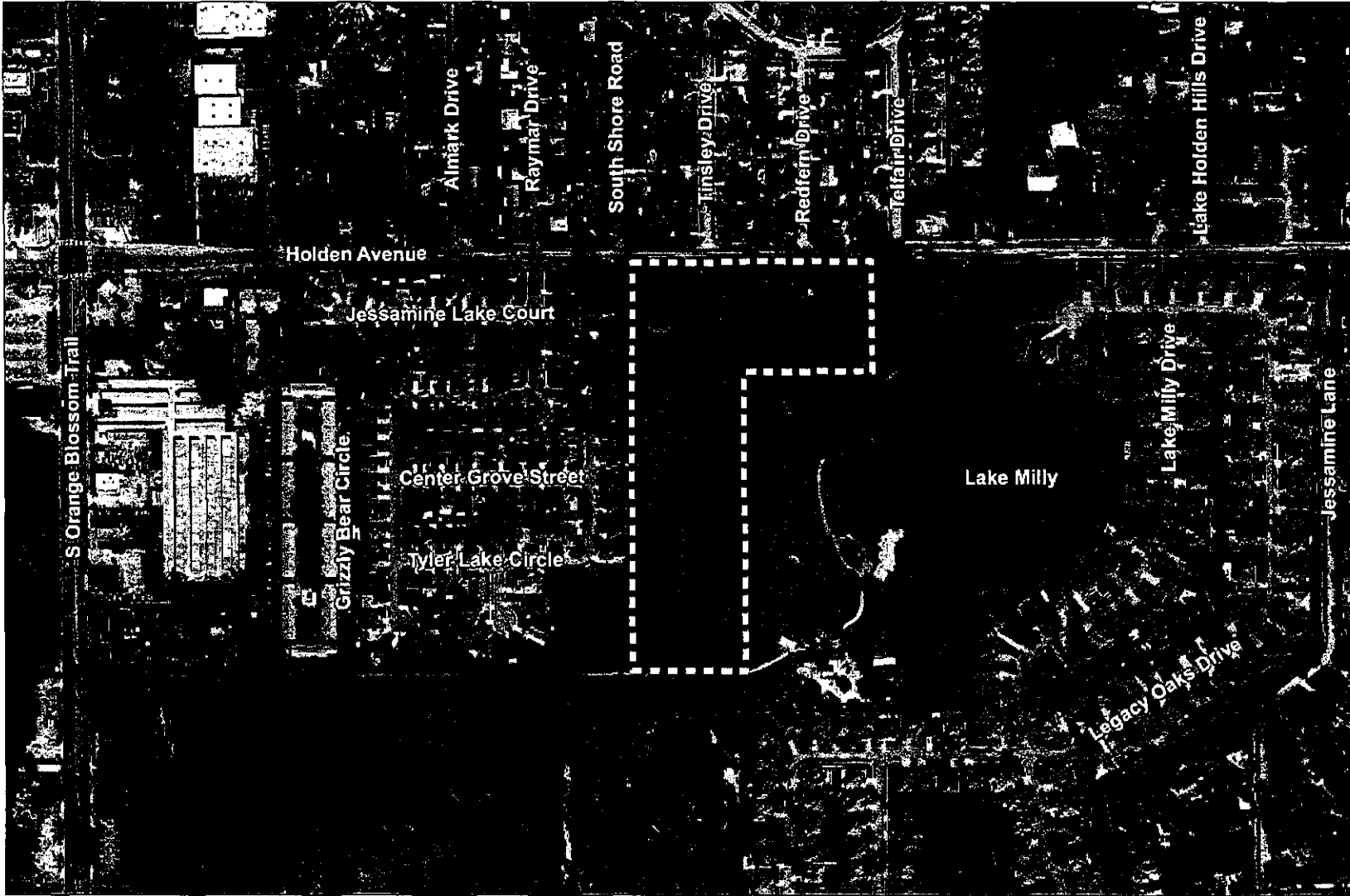


Exhibit "B"-Location Map



**Orange County  
Public Schools**



Jurisdiction: City of Edgewood  
School Board Dist.: # 5  
Parcel ID: Multiple Parcels  
Acreage: +/- 13.68 ac

Schools  
ES: Pineloch  
MS: Memorial  
HS: Oak Ridge

EDW-21-002  
Holden Avenue PD

## Exhibit "C"-Forms



### CAPACITY RESERVATION FEE & MITIGATION FORM

DEPARTMENT OF FACILITIES PLANNING

6501 MAGIC WAY, BUILDING 200, ORLANDO, FL 32809

TEL: 407-317-3974 / FAX: 407-317-3263 / WEBSITE: <http://planning.ocps.net>

A Concurrency Mitigation Agreement (CMA) or Capacity Encumbrance Letter (CEL) may require property owners and developers to pay a Capacity Reservation Fee (CRF) and/or Proportionate Share Mitigation at some point in the development process prior to issuance of a building permit. This form must be completed and returned to the Department of Facilities Planning at Orange County Public Schools (OCPS) along with a check for the estimated Capacity Reservation Fees, and/or Proportionate Share Mitigation. This form must be completed and returned to the Department of Facilities Planning at Orange County Public Schools. Any questions regarding this form should be directed to the following:

**Contact:** Christopher C. Mills, AICP  
(407) 317-3700 x2022391  
[Christopher.Mills@ocps.net](mailto:Christopher.Mills@ocps.net)

<b>SECTION 1: CMA/CEL INFORMATION</b>	<b>CMA \ CEL #:</b>
	<b>CMA \ CEL Title:</b>
	<b>Jurisdiction:</b>
	<b>Parcel ID(s):<sup>1</sup></b>
	<b>General Location:</b>
	<b>Development Permit Type:<sup>2</sup></b>

<b>SECTION 2: APPLICANT INFORMATION</b>	<b>Date:</b>
	<b>Applicant Name:</b>
	<b>Company:</b>
	<b>Address:</b>
	<b>Phone #:</b>
	<b>Email:</b>

## Exhibit "C"-Forms

### CAPACITY RESERVATION FEE & MITIGATION FORM

SECTION 3: DEVELOPMENT PROFILE	Plat/Site Plan Title: <sup>1</sup>
	Project Title:
	Phase:
	# Single Family Units:
	# Multi-Family Units:
	# Townhome Units:
	Total # of Units:
Local Governmental Approval date of Plat/Site Plan:	

SECTION 4: PAYMENT SUMMARY	Capacity Reservation Fee Amount (payable to the applicable local government)		
	Installment: <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> Remaining Balance    \$ _____		
	Proportionate Share Mitigation Amount (payable to Orange County School Board)		
	\$ _____		
	<i>A check made payable to OCPS must accompany this form. If the prepayment amount is correct and the form complete and sufficient, a Letter of Authorization will be prepared by OCPS to inform the Applicable Local Government to create a credit account. OCPS will forward the Letter of Authorization to the Applicable Local Government and copy the Applicant.</i>		
	Single Family \$8,784/unit	Multi-Family \$5,919/unit	Townhome \$6,930/unit
	Does this CMA / CEL require an additional contribution? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Identify the section of the CMA / CEL that requires the mitigation payment?			

Applicant Checklist:	
<input type="checkbox"/>	Capacity Reservation Fee check, payable to the applicable <u>Local Government</u> . (Deliver to OCPS)
<input type="checkbox"/>	Proportionate Share Mitigation check, payable to the <u>Orange County Public Schools</u> . (Deliver to OCPS)
<input type="checkbox"/>	11 X 17 copy of the site plan/plat associated with this request. (Attach to email)

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Date

## Exhibit "C"-Forms

### CAPACITY RESERVATION FEE & MITIGATION FORM

For OCPS Use Only:	
Reviewer: _____	Received Stamp
Date Reviewed: _____	
<input type="checkbox"/> Application Sufficient	
<input type="checkbox"/> Letter of Authorization Approved	

#### Footnotes:

1. List all parcel identification numbers assigned to the parcels within the Preliminary Subdivision Plan (PSP), site plan, or plat boundaries that apply to this application. List parcel IDs in a separate attachment, if necessary.
2. Development permit type – state whether the credit will be applied to a plat, PSP, site plan, or other type of permit required by local government. Only one development permit type should apply. A separate Prepaid School Impact Fee Form must be completed for each development permit application.
3. State the title of the PSP, site plan or plat exactly as it appears on that document.