

EDUCATIONAL FACILITIES IMPACT FEE CONTRACT
FOR THE TEALE NEW HAVEN AFFORDABLE HOUSING DEVELOPMENT

THIS EDUCATIONAL FACILITIES IMPACT FEE CONTRACT FOR THE TEALE NEW HAVEN AFFORDABLE HOUSING DEVELOPMENT ("the **Contract**") is entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereinafter referred to as "**County**"), **SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**, the governing body of the School District of Brevard County, Florida pursuant to Article IX, Section 4(b), Constitution of the State of Florida whose address is 2700 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as "**School Board**"), and **THE TEALE NEW HAVEN, LLC**, a Florida limited liability company, whose address is 1 Office Park Cir, Ste 300, Birmingham, AL 35223 (hereinafter referred to as "**Developer**"), is based on the following premises:

RECITALS:

WHEREAS, the School Board and County desire to encourage the development of affordable housing opportunities for students and their families in Brevard County, Florida; and

WHEREAS, educational facilities impact fees are imposed by the Brevard County Educational Facilities Impact Fee Ordinance (hereinafter referred to as "**Educational Facilities Impact Fee Ordinance**"), as adopted in Sections 62-921 through 62-935 of the Brevard County Code of Ordinances; and

WHEREAS, the Educational Facilities Impact Fee Ordinance applies within the jurisdiction of the County and School Board; and

WHEREAS, pursuant to the Amended Interlocal Agreement between the School Board and County recorded in Official Records Book 8418, Page 350 of the Official Records of Brevard County, the County administers and collects educational impact fees

within the benefit district on behalf of the School Board and disburses said collections to the School Board; and

WHEREAS, Developer presented to the County and School Board an alternative educational facilities impact fee study for studio apartments as defined as: (i) less than 288 gross square feet in size; (ii) restricted to no more than two occupants; (iii) containing no bedroom(s); and (iv) no shared kitchen or living areas with other units; and

WHEREAS, the Developer wishes to construct a 245-unit rental housing apartment complex, with 40% affordable units, known as “The Teale New Haven,” located at 4455 W. New Haven Ave. within unincorporated Brevard County, and as more specifically described in Exhibit 1 attached hereto (hereinafter referred to as “**Project**”); and

WHEREAS, the Project will offer rent and income restrictions on 40% of the units at or below 120% of the Area Median Income; and

WHEREAS, the Developer will be required by the County to maintain the income restrictions on 40% of the units under the provisions outlined in Fla. Stat. 125.01055 (2024) and Chapter 2023-17, Laws of Florida (“Live Local Act”). This requirement under State Law is for a period of 30 years.

WHEREAS, Sec. 62-927 of the Brevard County Code allows for a developer to provide an independent fee calculation study for a residential development that may have a lower Student Generation Rate than the currently adopted fee.

WHEREAS, the Developer has presented Brevard Public Schools with an Alternative Impact Fee study demonstrating a Student Generation Rate of 0.0165 and an educational impact fee of \$557.00 per unit on the 245 residential rental units.

WHEREAS, based upon the representations of the Developer, the School Board finds that the proposed alternative fee of \$557.00 per unit reasonably reflects the likely impact of the Project relating to educational facilities and requests the County to collect and disperse these fees; and

WHEREAS, based upon the representations of the Developer, the County has agreed to accept the Alternative Impact Fee Study and adopts the Impact Fee of \$557.00 per unit for this project; and

WHEREAS, the School Board and the County endorse the Developer's application for reduced educational impact fees.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. **Recitals.** The above recitals are hereby incorporated and made a part of this Contract.
2. **Scope of Contract.** The Project, consisting of 245 rental units with a maximize size of 288 square feet, of which 98 will be set aside as affordable units as defined by Fla. Stat. 420.0004 (2024), is subject to an assessment of educational facilities impact fees by County on behalf of the School Board. The scope of this Contract is limited to the provisions of the Educational Facilities Impact Fee Ordinance and the Interlocal Agreement between the School Board and County. Other impact fees may be imposed on the Project by County or other applicable agencies and such other impact fees will remain due and payable pursuant to the land development regulations of the respective agencies absent any deferrals or waivers.

3. **Educational Facilities Impact Fees.**

A. Acceptance of Alternative Impact Fee Calculation.

The Project, consisting of 245 multifamily rental units, is subject to educational facilities impact fees in the amount of \$1,940.50 per unit as a multifamily two-story structure. In accordance with the alternative educational facilities impact fee study titled *Alternative School Impact Fee Analysis* prepared by Susan Caswell, AICP in February 2025, the educational facilities impact fees may be reduced pursuant to the provisions of this Contract, resulting in per unit fee for educational facilities impact fees in the amount of \$557.00 for the 245 residential rental units.

B. Long-term Affordability.

The Developer shall set aside 98 units for persons or households who have annual gross incomes at or below 120% of the Area Median Income as calculated by the U.S. Department of Housing and Urban Development. The Developer shall limit the monthly rent for these units to no more than 30% of family income. The Developer will limit occupancy on these units no more than two occupants per unit through occupancy limits in tenants' leases.

C. Sale, Transfer, or Refinancing of the Project.

Developer agrees to notify the School Board and County of any proposed sale and/or transfer of the Property. If there is an increase in number of units, change in unit size, change in use, or overall redevelopment of the project, the County reserves the right to assess the new development based on then current impact fees and assess any new fees that would be applicable.

D. Default.

If the Developer defaults in the performance of its obligations under this Contract or breaches any covenant, agreement, or warranty of the Developer set forth in this Contract, the County shall provide notice to Developer and provide ninety (90) days to cure notices breaches. If such default or breaches remain uncured for a period of ninety (90) days after notice thereof shall have been given by the County to the Developer, the County and School Board may extend the compliance period for good cause. If the Developer commences such correction within the ninety (90) day period or extended period, and thereafter diligently pursues the same to completion within such extended period, Developer will not be in default. Should the Developer fail to cure the noticed default or breaches, then the County will enforce this Contract and may assess the full educational impact fees on any units that remain in default.

E. Reduction of Collection.

The School Board agrees that the County's obligation to collect and transmit educational impact fees to the School Board shall be pursuant to the terms of this Contract.

4. **Non-Transferability.** The educational impact fee reduction applies exclusively to the Project as it is more precisely described in Exhibit 1. The educational impact fee reduction may not be transferred to any other property or development on the property.

5. **Effective Date and Duration.** The burdens of this Contract shall run with the land and shall be binding upon, and the benefits shall inure to, respectively, the Developer, the County, and the School Board and their respective successors and assigns during the term of this Contract.

6. **Notices.** All notices, demands and correspondence required or provided for under this Contract shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

If to Developer:	The Teale New Haven, LLC 1276 Assembly Street Columbia, SC 29201
Board:	School Board of Brevard County Attn: Superintendent 2700 Judge Fran Jamieson Way Viera, FL 32940
If to County:	Brevard County Attn: County Manager 2725 Judge Fran Jamieson Way Viera, FL 32940 Telephone: 321-633-2000

With a copy to: Brevard County Attorney's Office
Attn: County Attorney
2725 Judge Fran Jamieson Way
Viera, FL 32940
Telephone: 321-633-2090

Dept. Brevard County Planning and Development
Attn: Department Director
2725 Judge Fran Jamieson Way
Viera, FL 32940
Telephone: 321-633-2070

With a copy to : School Board of Brevard County
Attn: Facilities Services
2700 Judge Fran Jamieson Way
Viera, FL 32940

7. **Miscellaneous.** The execution of this Contract has been duly authorized by the appropriate body of each of the parties hereto. Each party has complied with all the applicable requirements of law and has full power and authority, to comply with the terms and conditions of this Contract. The venue of any litigation arising out of this Contract shall be Brevard County, Florida. The exhibits attached hereto and incorporated by reference herein are by such attachment and incorporation made a part of this Contract for all purposes. The fact that one of the parties to this Contract may be deemed to have drafted or structured the provisions of this Contract, whether in whole or in part, shall not be considered in construing or interpreting any particular provision hereof, whether in favor of or against such party. The terms and conditions of this Contract shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Contract is solely for the benefit the parties hereto and their respective successors and assigns, and no right or cause of action shall accrue upon or result by reason hereof or for the benefit of any third party not a formal party hereto. Nothing in this Contract whether expressed or implied, is intended or shall be construed to confer upon any person other than the parties hereto any right, remedy, or claim under or by reason of this Contract or any of the provisions hereof. This Contract may not be changed, amended, or modified in

any respect whatsoever except through in writing signed by all of the parties, nor may any covenant, condition, agreement, requirement, provision, or obligation contained herein be waived except in a signed writing.

8. **Attorneys' Fees; Hold Harmless; Indemnification.** Should any litigation arise between the parties, each party shall bear its own attorneys' fees and costs. In the event of litigation or claims against the County and/or School Board from third parties arising from this Contract or the construction described herein, Developer shall indemnify and hold harmless the County and/or School Board, as the case may be, from any such litigation or claims; provided, however, nothing contained herein shall be deemed to be a waiver by the County or the School Board of their respective sovereign immunity. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or operation of law. Developer acknowledges that specific consideration has been paid and other good and sufficient consideration has been received for this indemnification provision.

9. **Captions.** Headings of a particular paragraph of this Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the paragraphs to which they refer.

10. **Severability.** If any part of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. If any party's joinder in or execution of this Contract is deemed invalid for any particular purpose, the sections for which the joinder or execution is valid shall remain in full force and effect.

Signatures on Next Pages

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed and their corporate seals affixed as of the day and year first above written.

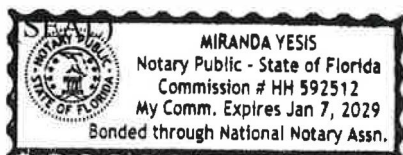
Signed, sealed and delivered in the presence of: <u>Kimberly B. Rezanaka</u> Witness 1 <u>Kimberly B. Rezanaka</u> Print Name of Witness 1 <u>6013 Fawcenda Pl, St 101, Mlb, FL 32940</u> Address of Witness 1 <u>Nancy May</u> Witness 2 <u>Nancy May</u> Print Name of Witness 2 <u>6013 Fawcenda Place St 101</u> Address of Witness 2 <u>Melbourne, FL 32940</u>	DEVELOPER: THE TEALE NEW HAVEN, LLC By: <u>Charles Ryan Hyler</u>
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STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2nd day of June, 2025, by Eyan Hyler as _____ for THE TEALE NEW HAVEN, LLC, who is ☐ personally known to me or ☒ produced SCDL as identification.

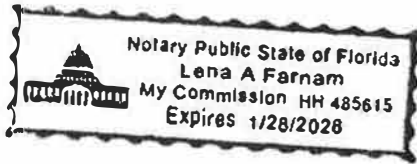
[Signature]
Notary Signature

Name of Notary Typed, Printed, or Stamped



ATTEST:

Lena Farnam



SCHOOL BOARD OF BREVARD COUNTY,
FLORIDA

Gene Trent

Gene Trent, Chair

As approved by the Board on: June 10, 2025

Reviewed for legal form and content:

Paul Gibbs

Paul Gibbs, General Counsel

96

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk to the Board

Rob Feltner, Chairman

As approved by the Board on: _____

Reviewed for legal form and content:

Justin Caron, Assistant County Attorney

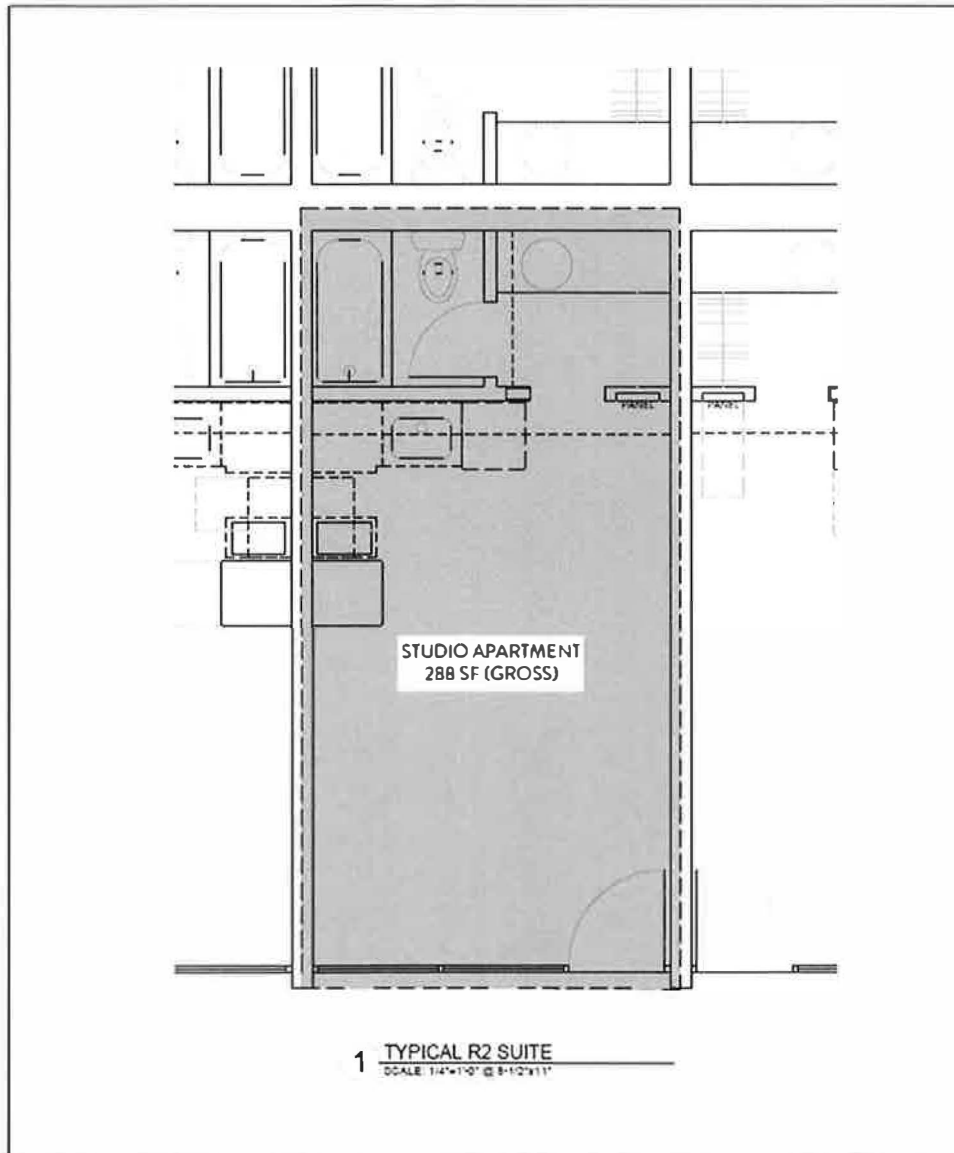
EXHIBIT 1

LEGAL DESCRIPTION FOR "PROPERTY"

The West 300 feet of Lot 10 of FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION, Section 2, Township 28 South, Range 36 East, according to the Plat thereof as recorded in Plat Book 2, Page 80, of the Public Records of Brevard County, Florida, LESS the North 53.75 feet of Lot 10 for rights of way for Highway No. 192, and additional right of way as recorded in Official Records Book 1923, Page 408 and the South 30 feet described in that certain Right-of-Way Deed to Brevard County recorded in Official Records Book 1470, Page 585, Public Records of Brevard County, Florida.

EXHIBIT 2

Typical Unit Layout



**THE TEALE - SPACE COAST
WORKFORCE HOUSING ADAPTIVE-USE**
4455 WEST NEW HAVEN AVENUE MELBOURNE FLORIDA

