

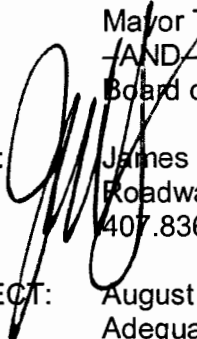


Interoffice Memorandum

AGENDA ITEM

July 16, 2018

TO: Mayor Teresa Jacobs
~~AND~~
Board of County Commissioners

FROM:  James E. Harrison, Esq., P.E., Chairman
Roadway Agreement Committee
407.836.5610

SUBJECT: August 7, 2018 – Consent Item
Adequate Public Facilities Agreement
Hamlin Southwest Planned Development/Unified Neighborhood Plan
(Related to Case Number LUP-17-11-364)

The Roadway Agreement Committee has reviewed an Adequate Public Facilities Agreement ("Agreement") by and among SLF IV/Boyd Horizon West JV, LLC; West Orange/Avalon Road Land, LLC; Hamlin Retail Partners West, LLC (collectively "Owners") and Orange County. The County's APF/TDR Ordinance requires approximately 12.1 acres of public facilities lands to be provided from this property. Under the terms of the Agreement, Owners shall convey to Orange County a total of 1.2 acres of Right-of-Way for C.R. 545 (Avalon Road) at a value of \$22,500 per acre to partially satisfy the Adequate Public Facilities (APF) requirement. The Owners will receive \$22,500 per acre for the conveyance of 1.2 acres of right-of-way for Reams Road for a total of \$27,000 in transportation impact fee credits. The remaining APF deficit of 10.9 acres will be satisfied through either the transfer of surplus APF credits from other owners within the Town Center SAP or through payment of an APF fee at a cost of \$43,187.73 per acre. Section 17 in the Agreement provides for the delegation of authority to the Manager of Real Estate Management to terminate the agreement once all terms have been satisfied.

The Roadway Agreement Committee approved the Agreement on January 17, 2018. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

ACTION REQUESTED: Approval and execution of Adequate Public Facilities Agreement for Hamlin Southwest PD/UNP Plan by and between SLF IV/Boyd Horizon West JV, LLC, West Orange/Avalon Road Land, LLC, Hamlin Retail Partners West, LLC and Orange County for the conveyance of 1.2 acres of APF Land providing \$27,000 in transportation impact fee credits and for the satisfaction of the APF deficiency through a transfer of APF credits or payment of an APF fee. District 1

JEH|HEGB:aw
Attachments

This instrument prepared by and after
recording return to:

BCC Mtg. Date: August 7, 2018

James G. Willard, Esq.
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

Tax Parcel I.D. No(s):	29-23-27-0000-00-036	29-23-27-0000-00-022
	29-23-27-0000-00-010	20-23-27-0000-00-008
	20-23-27-0000-00-013	20-23-27-0000-00-011
	20-23-27-0000-00-014	20-23-27-0000-00-012
	20-23-27-0000-00-010	19-23-27-5840-00-000

ADEQUATE PUBLIC FACILITIES AGREEMENT FOR HAMLIN SOUTHWEST PD/UNP

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR HAMLIN SOUTHWEST PD/UNP (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between **SLF IV/Boyd Horizon West JV, LLC**, a Delaware limited liability company, whose address is 7586 West Sand Lake Road, Orlando, Florida 32819, **West Orange/Avalon Road Land, LLC**, a Delaware limited liability company, whose address is 7586 West Sand Lake Road, Orlando, Florida 32819, and **Hamlin Retail Partners West, LLC**, a Florida limited liability company, whose address is 7586 West Sand Lake Road, Orlando, Florida 32819 (all of the foregoing entities being collectively hereafter referred to as "Owners") and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida whose address is P.O. Box 1393, Orlando, Florida 32802-1393 ("County").

RECITALS:

A. Owners are the fee simple owners of certain real property located in Orange County, Florida, as more particularly described in Exhibit "A" and as shown on Exhibit "B", both of which Exhibits are attached hereto and made a part hereof by this reference (the "PD Property").

B. The PD Property is identified on the Orange County Comprehensive Plan 2010-2020 (the "Comprehensive Plan") Future Land Use map with the "Village" land use designation.

C. The PD Property constitutes a portion of the Town Center as same is described and depicted in the Town Center Specific Area Plan approved by the Board of County Commissioners of Orange County, Florida (the "BCC") on December 14, 2004 (the "Town Center SAP").

D. The PD Property is included in the Horizon West Village Land Use Classification Area. The BCC adopted the Horizon West Village Land Use Classification Comprehensive Policy Plan ("CPP") amendment on June 5, 1995. The Horizon West Village Land Use Classification was the result of a public-private partnership between the BCC and Horizon West, Inc. The partnership conducted an extensive visioning and community consensus building process that was summarized in the Horizon West Study Report issued February 7, 1995. This PD has

relied on the prior approvals of the Horizon West Study and the Town Center SAP, and on the approvals and studies included in the Town Center SAP.

E. The Town Center SAP contemplates a mix of commercial, office, and residential uses within the PD Property.

F. Owners desire to develop the PD Property in accordance with the Hamlin Southwest Land Use Plan/Unified Neighborhood Plan submitted by Owners to County and with the PD zoning application on file with County.

G. The Goals, Objectives, and Policies contained in the Future Land Use Element of the Comprehensive Plan have been implemented through Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance") adopted by the BCC on May 20, 1997, as may be amended.

H. Division 2 of the APF/TDR Ordinance requires, in Section 30-712(b), that Owners enter into a developer's agreement addressing the conveyance to the County of adequate public facilities lands prior to or in conjunction with PD approval, unless otherwise addressed in the agreement, pursuant to Section 30-714(c).

I. If Owners are unable to convey sufficient adequate public facilities lands to County, the APF/TDR Ordinance, at Sections 30-712(b) and 30-714(d), states that Owners may make payment of an adequate public facility lands fee to County. Additionally, the APF/TDR Ordinance, at Section 30-714(g), allows for application of APF acreage credits to satisfy an APF deficiency.

J. The parties have agreed that this Agreement constitutes the aforementioned developer's agreement referenced in Division 2 of the APF/TDR Ordinance.

K. It is the intent of the parties that the County will consider approval of the Hamlin Southwest PD/UNP with its consideration of this Agreement.

L. The PD Property contains approximately 61.8 acres of **net** developable land, and Section 30-714 of the APF/TDR Ordinance requires 1 acre of public facilities acreage for every 5.1 acres of net developable land (the "APF Ratio").

M. When applied to the PD Property, the APF Ratio requires 12.1 acres of public facilities lands.

N. As shown on the Hamlin Southwest PD Land Use Plan, and as described in this Agreement, Owners are providing 1.2 acres of adequate public facilities land (the "APF Lands") to County consisting of ROW for the widening of C.R. 545 adjacent to the PD Property.

O. After applying the 1.2 APF Credits for dedicated ROW, there remains an APF deficit for the PD Property of 10.9 acres (the "APF Deficiency").

NOW THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Recitals. The above recitals are true and correct and are hereby incorporated as material provisions of this Agreement by this reference.

2. Dedication of APF Lands by Owners. Owners shall convey 1.2 acres of land for APF requirements as follows:

- ROW for a future expansion of C.R. 545/Avalon Road as depicted on the Hamlin Southwest PD Land Use Plan.

3. APF Deficiency. The APF Ratio requires 12.1 acres of public facilities lands. This Agreement provides for the conveyance of approximately 1.2 acres of APF Lands, thereby creating a 10.9 acre APF Deficiency.

4. Satisfaction of APF Deficiency. Owners acknowledge and agree that as a prior condition of final approval of the initial plat within the PD Property, Owners shall satisfy the APF Deficiency. Satisfaction of the APF Deficiency may be accomplished by either, or a combination of, the following methods:

- (i) Payment to the County of an APF fee in the amount of \$43,187.73 per deficient APF acre or portion thereof; or
- (ii) Application of surplus APF credits acquired by Owners from within the Town Center SAP.

5. Conveyance Procedure. The conveyance of the APF Lands shall be by plat dedication or general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. Such conveyance shall occur upon the earlier of: (i) initial plat approval by County for the PD Property, or (ii) within one hundred twenty (120) days of demand by County. If conveyance does not occur within such 120-day period following demand by County, the Manager of County's Real Estate Division may grant one extension of up to one hundred twenty (120) days to complete the conveyance. If conveyance is by plat dedication, the following three sentences and subsections 5(a), 5(b), and 5(c) will not apply. Owner shall pay all costs associated with the conveyance of the APF Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the APF Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owners to Orange County, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owners for the year of conveyance.

(a) *Title Policy.* No less than thirty (30) days prior to conveyance, Owners shall deliver to County, at Owners' sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days after the conveyance of the APF Lands.

(b) *Environmental Audit.* No less than thirty (30) days prior to conveyance, Owners shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the APF Lands. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Owners shall submit to County a Phase II environmental audit. If the Phase II environmental audit is performed and reveals the need for remediation to the APF Lands, one of the following events shall occur: (i) Owners shall remediate the APF Lands to County's satisfaction prior to the conveyance; or (ii) Owners and County shall negotiate and enter into a separate agreement whereby Owners shall pay the full cost of remediation; or (iii) County may terminate this Agreement at its option.

(c) *Compliance with Section 286.23, Florida Statutes.* Owners shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

(d) *Value of APF Lands.* The parties agree that the value of the APF Lands, as determined in accordance with Chapter 23 of the Orange County Code, as amended, is \$27,000.00. This total results from an agreed-upon fair market value of \$22,500 per acre, or fraction thereof, and a total acreage of 1.2 acres. Promptly upon County's final acceptance of conveyance of the APF Lands, County shall credit on its books to the account of Owner, for purposes of Chapter 23 of the Orange County Code, as amended, transportation impact fee credits in the amount of such aforementioned value of the APF Lands.

6. Refinement of Size and Location of APF Lands. The size and location of all APF Lands as depicted on the Master PD Land Use Plan are approximate, although the final size and location shall be substantially similar to that shown on the Hamlin Southwest PD Land Use Plan. The dimensions and locations for a particular component of the APF Lands shall be finalized by County and Owners prior to County approval of the Preliminary Subdivision Plan or Development Plan ("PSP/DP") that includes the particular APF Lands, and shall be in full compliance with this Agreement. **County and Owners agree that the legal descriptions used to convey the APF Lands to County may be revised based upon final engineering.**

7. Satisfaction of APF Obligation. Notwithstanding anything seemingly to the contrary above, the parties acknowledge and agree that satisfaction of Owner's APF obligations must take place prior to or in connection with County's approval of the initial plat for the PD Property.

8. Recording. Within thirty (30) days of the Effective Date, this Agreement shall be recorded in the Public Records of Orange County, Florida, at Owners' expense

9. Limitation of Remedies. County and Owners expressly agree that the consideration, in part, for each of them entering this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

a) Limitations on County's Remedies. Upon any failure by Owners to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) the right to set off, against the amounts of any impact fees to be credited in favor of Owner under this Agreement, (A) any amounts due to County from Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by Owner, but which Owner has failed or refused to do when required; or
- (iv) the withholding of development permits and other approvals and/or permits in connection with the Project and/or the PD Property; or
- (v) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the APF Lands or any portion of the PD Property as County may lawfully elect.

b) Limitations on Owners' Remedies. Upon any failure by County to perform its obligations under this Agreement, Owners shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of Owners; or
- (iv) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit and burden of the parties hereto and their respective heirs, successors, and assigns and shall run with title to the PD Property and be binding upon any person, firm, corporation, or other entity acquiring any interest in all or any portion of the PD Property.

11. Severability. If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

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

COUNTY: Orange County, Florida, c/o County Administrator
Post Office Box 1393
Orlando, Florida 32802-1393

With copies to: Orange County Community, Environmental,
and Development Services Department
Manager, Planning Division
Post Office Box 1393
Orlando, Florida 32802-1393

Orange County Community, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-8070

OWNERS: SLF IV/Boyd Horizon West JV, LLC
7586 West Sand Lake Road
Orlando, Florida 32819
Attn: Scott Boyd

West Orange/Avalon Road Land, LLC
7586 West Sand Lake Road
Orlando, Florida 32819
Attn: Scott Boyd

Hamlin Retail Partners West, LLC

7586 West Sand Lake Road
Orlando, Florida 32819
Attn: Scott Boyd

With copies to: James G. Willard, Esquire
Shutts & Bowen LLP
300 S. Orange Ave., Ste 1600
Orlando, FL 32801

13. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors, and assigns.

14. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

15. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation hereof. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

16. Attorney Fees. Each party to this Agreement agrees to bear its own attorney and other legal fees and costs in connection with all actions to be undertaken in compliance with, and enforcement of, this Agreement.

17. Survival; Termination. The obligations of this Agreement shall survive the conveyance of the APF Lands to County. Notwithstanding the foregoing, upon complete satisfaction of Owners' APF obligations hereunder, including conveyance of the APF Lands and satisfaction of any remaining APF deficiency, County agrees that upon request by Owners, County shall execute a satisfactory notice of termination of this Agreement to be recorded in the Public Records of Orange County, Florida at Owners' expense. The Manager of County's Real Estate Management Division is hereby authorized, on behalf of County, to execute and deliver to Owners the notice of termination that may be requested from County pursuant to this Section 17.

18. Amendments. No amendment, modification, or other change to this Agreement shall be binding upon the parties unless in writing and formally executed in the same manner as this Agreement.

19. Entire Agreement. This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreement, understandings, representations, and statements, oral or written, are merged into this Agreement.

20. Counterparts. This Agreement may be executed in up to two (2) counterparts, both of which taken together shall constitute one and the same instrument and any party or signatory hereto may execute this Agreement by signing either such counterpart.

21. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of each party hereto.

22. Termination; Effect of Annexation. This Agreement shall remain in effect so long as the PD Property remains in unincorporated Orange County, Florida, unless the parties terminate it, in writing, with the same formality as its execution. If any portion of the PD Property is proposed to be annexed into a neighboring municipality, County may, in its sole discretion, terminate this Agreement upon notice to Owners.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs,
Orange County Mayor

Date: 8.9.18

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

By: *Jennifer Lara-Keimetz*
for Deputy Clerk

Print: Jennifer Lara-Keimetz

SLF IV/BOYD HORIZON WEST JV, LLC, a Delaware
limited liability company

By: Boyd Horizon West, LLC, a Florida limited liability
company, its Managing Member

By: [Signature]
Scott T. Boyd, Manager

Date: 4/30/18

WITNESSES:

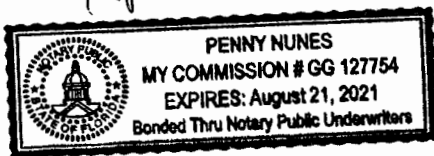
[Signature]
Print Name: Heather Easterling

[Signature]
Print Name: T.J. Schwab

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Scott T. Boyd, Manager of
Boyd Horizon West, LLC, a Florida limited liability company, Managing Member of SLF
IV/Boyd Horizon West JV, LLC, a Delaware limited liability company, on behalf of the company
who is known by me to be the person described herein and who executed the foregoing, this 30th
day of April, 2018. He is personally known to me or has produced
N/A as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day
of April, 2018.



[Signature]
Notary Public
Print Name: Penny Nunes
My Commission Expires: _____

WEST ORANGE/AVALON ROAD LAND, LLC, a
Delaware limited liability company

By: SLF IV/Boyd Horizon West JV, LLC, a
Delaware limited liability company, its Managing
Member

By: Boyd Horizon West, LLC a Florida limited
liability company, its Managing Member

By: [Signature]
Scott T. Boyd, Manager

Date: 4/30/18

WITNESSES:

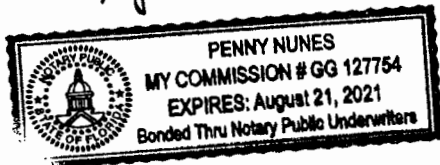
[Signature]
Print Name: Heather Easterling

[Signature]
Print Name: T.J. Schwab

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Scott T. Boyd, as Manager of
Boyd Horizon West, LLC, a Florida limited liability company, as Managing Member of SLF
IV/Boyd Horizon West JV, LLC, a Delaware limited liability company, as Managing Member of
West Orange/Avalon Road Land, LLC, a Delaware limited liability company, on behalf of the
company, who is known by me to be the person described herein and who executed the foregoing,
this 30th day of April, 2018. He is personally known to me or has produced
N/A as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 30th
day of April, 2018.



[Signature]
Notary Public
Print Name: Penny Nunes
My Commission Expires: _____

HAMLIN RETAIL PARTNERS WEST, LLC, a Florida
limited liability company

By: BK Hamlin Retail Partners West, LLC, a Florida
limited liability company, its Manager

By: [Signature]
Scott T. Boyd, Manager

Date: 4/30/18

WITNESSES:

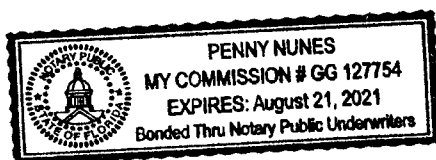
[Signature]
Print Name: Heather Easterling

[Signature]
Print Name: T.J. Schumb

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Scott T. Boyd, Manager of BK Hamlin Retail Partners West, LLC, a Florida limited liability company, Manager of Hamlin Retail Partners West, LLC, a Florida limited liability company, on behalf of the company, who is known by me to be the person described herein and who executed the foregoing, this 30th day of April, 2018. He is ~~personally known to me~~ or has produced N/A as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of April, 2018.



[Signature]
Notary Public
Print Name: Penny Nunes
My Commission Expires: _____

**SUBORDINATION TO ADEQUATE PUBLIC FACILITIES AGREEMENT FOR
HAMLIN SOUTHWEST PD/UNP**

The undersigned hereby certifies that it is the holder of the following encumbrances:

Mortgage, Assignment of Rents, Security Agreement, and Fixture Filing from SLF IV/Boyd Horizon West JV, LLC, a Delaware limited liability company, and West Orange/Avalon Road Land, LLC, a Delaware limited liability company, collectively, as Mortgagor, to Iberiabank, a Louisiana state chartered bank, successor by merger to New Traditions Bank, a Florida banking corporation, f/k/a NT Interim Bank, a Florida banking corporation, successor by merger to New Traditions National Bank, a national banking association, as Mortgagee, recorded October 29, 2012 in Official Records Book 10465, Page 1918; as thereafter amended, in the Public Records of Orange County, Florida

upon the property presently owned by West Orange/Avalon Road Land, LLC, a Delaware limited liability company, a description of which is attached hereto as Exhibit "A" (hereinafter the "Property").

The undersigned hereby joins in, and consents to, the recording of the Adequate Public Facilities Agreement for Hamlin Southwest PD/UNP (the "Agreement") executed herewith, and agrees that its above-referenced encumbrances, as they have been, and may be, modified, amended, and assigned from time to time, shall be subordinated to the Agreement, as said Agreement may be modified, amended, and assigned from time to time.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent in manner and form sufficient to bind it.

Signed, sealed and delivered
in the presence of:

IBERIABANK, a Louisiana state chartered
bank

Monica Finnimore
Name: Monica Finnimore
Lavinia N. McMillen
Name: LAVINIA N. McMILLLEN

By: William Stange
Print Name: William Stange
Print Title: Executive Vice President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 24th day of April, 2018
by William Stange, as EVP of
Iberiabank, a Louisiana state chartered bank, on behalf of said bank. He/she ☒ is personally
known to me, or [] has produced _____ as identification.

(Notary Seal)



Monica Finnimore
Notary Public
Print Name: _____
My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION: PARCEL 1

A Portion of Sections 20 and 29, Township 23 South, Range 27 East lying in Orange County, Florida

Being more particularly described as:

BEGINNING at the Southwest corner of Section 20, Township 23 South, Range 27 East thence run North 00°08'53" West along the West line of the Southwest Quarter of said Section 20 for a distance of 661.11 feet to a point on the North line of the South half of the Southwest quarter of Southwest 1/4 of said Section 20; thence run North 89°38'59" East along said North line for a distance of 1330.31 feet to Southwest corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of said Section 20; thence run North 00°07'53" West along the West line of the Northwest quarter of the Southeast quarter of the Southwest quarter of said Section 20 for a distance of 661.28 feet to the Northwest corner of the Northwest quarter of the Southeast quarter of the Southwest quarter of said Section 20; thence run North 89°38'32" East along the North line of the Northwest quarter of the Southeast quarter of the Southwest quarter of said Section 20 for a distance of 665.25 feet to the Northeast corner of the Northwest quarter of the Southeast quarter of the Southwest quarter also being a point on the West right of way line of State Road 429 Project No. 75320-6460-653; thence run the following courses and distances along said West right of way line, South 00°04'33" East for a distance of 1470.16 feet; North 77°53'50" East for a distance of 33.69 feet; South 00°40'25" East for a distance of 342.31 feet to a point on a non-tangent curve, concave Northwesterly having a radius of 3669.72 feet and a central angle of 05°47'21" with a chord bearing of South 38°53'20" West, and a chord distance of 370.63 feet, thence run Southwesterly along the arc of said curve for a distance of 370.79 feet to a point of tangency; thence run South 41°47'01" West for a distance of 620.16 feet to a point on the North right of way line of Porter Road according to Official Records Book 10416, Page 5782 of the Public Records of Orange County, Florida; thence run South 89°42'10" West along said North right of way line for a distance of 358.98 feet to a point on the Easterly right of way line of Avalon Road, State Road #545 according to Deed Book 414, Page 315 of the Public Records of Orange County, Florida and a point on a non-tangent curve, concave Southwesterly having a radius of 1942.86 feet and a central angle of 11°26'25" with a chord bearing of North 39°36'20" West, and a chord distance of 387.28 feet, thence run Northwesterly along the arc of said curve and along the Easterly right of way line of said Avalon Road for a distance of 387.93 feet to a point of tangency; thence run North 45°19'32" West along the said Easterly right of way line for a distance of 882.35 feet to the point of curvature of a curve, concave Northeasterly having a radius of 1399.39 feet and a central angle of 09°33'46" with a chord bearing of North 40°32'39" West, and a chord distance of 233.29 feet, thence run Northwesterly along the arc of said curve for a distance of 233.56 feet to a point on a non-tangent line and the West line of the Northwest quarter of Section 29, Township 23 South, Range 27 East; thence run North 00°09'08" West along said West line for a distance of 127.48 feet to the POINT OF BEGINNING;

Containing 3439409 square feet, 78.96 acres more or less.

and

PARCEL 2

That certain unnamed tract depicted on the Plat of Mountain Park Orange Groves (a replat), according to the Plat thereof as recorded in Plat Book P, Page 91, Public Records of Orange County, Florida, lying Southerly of Lake Ingram Road and Easterly of CR 545, said tract lying in Section 30, Township 23 South, Range 27 East.

Being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of said section 30; thence run South 00°09'08" East along the East line of said Northeast 1/4 for a distance of 49.21 feet; thence departing said East line run South 89°50'30" West for a distance of 30.00 feet to a point on the West right of way line of an unnamed 30.00' wide right-of-way as shown on aforesaid Plat Book P, Page 91 and the POINT OF BEGINNING; thence run South 00°09'08" East along said West right of way for a distance of 34.77 feet to a point on the East right of way line of Avalon Road (County Road 545) being a point on a non tangent curve concave Northeasterly having a radius of 1399.70 feet, with a chord bearing of North 33°08'52" West and a chord distance of 30.57 feet; thence run northwesterly along said right of way line and the arc of said curve through a central angle of 01°15'05" for a distance of 30.57 feet to a point on the Southeasterly right-of-way line of Lake Ingram Road being a point on a non tangent curve concave Northwesterly having a radius of 1432.70 feet with a chord bearing of North 61°06'00" East and a chord distance of 18.99 feet; thence run Northeasterly along said Southeasterly right-of-way line and along the arc of said curve through a central angle of 00°45'34" for a distance of 18.99 feet to the POINT OF BEGINNING.

Contains 291 square feet more or less.

Exhibit "B"

