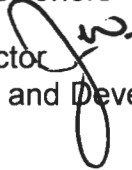



**Interoffice Memorandum**

DATE: March 18, 2019

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

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

CONTACT PERSON: Eric Raasch, Interim DRC Chairman 
Development Review Committee
Planning Division
(407) 836-5523

SUBJECT: April 9, 2019 — Consent Item
Adequate Public Facilities Agreement
for Horizon West Village H Parcels 12A & 12B PD –
Case # APF-18-10-317
(Related to Case # LUP-18-04-115)

The proposed Horizon West Village H Parcels 12A & 12B Planned Development (PD) contains 34.6 gross acres (24.42 net developable acres) and is located at 10553 Avalon Road, or generally located south of Flamingo Crossings Boulevard and east of Avalon Road. The subject property is located within the Village H Special Planning Area of Horizon West and is designated as Apartment District (APT) and Village Home District (VHD) on the Village H Special Planning Area map. Through rezoning application # LUP-18-04-115, the Horizon West Village H Parcels 12A & 12B PD proposes revising the VHD designation to Townhome District (THD) and a development program of 89 attached single-family dwelling units and 340 multi-family dwelling units.

Pursuant to Orange County Code Section 30-714, each property owner in a Horizon West PD is required to convey their proportionate share of Adequate Public Facilities (APF) lands, which are based on the ratio of required APF acres to net developable acres within the Special Planning Area. In the event that APF land requirements cannot be met within a particular PD, an owner may pay a fee to the County equal to the value of the ratio of required APF lands and based upon the average fair market value of land as established by an independent appraiser. For the Village H Special Planning Area, the adopted ratio of APF acres to net developable acres is 1.0 to 7.6.

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance"), the Horizon West Village H Parcels 12A & 12B PD is subject to an APF Agreement that recognizes that the project is accountable for a minimum of 3.21 acres of APF lands. The total APF lands conveyed are 0.61 acres, creating an APF deficit of 2.6 acres. In order to satisfy this deficit, the property owner has purchased 2.6 acres

Page Two
April 9, 2019 — Consent Item
Horizon West Village H Parcels 12A & 12B PD / APF Agreement (Case #APF-18-04-115)
(Related to Case # LUP-17-06-213)

of APF credits through the Escrow Agent under the terms of the Restated Cooperation Agreement.

The Horizon West Village H Parcels 12A & 12B PD APF Agreement received a recommendation of approval from the Orange County Development Review Committee on January 23, 2019, and has been placed on the April 9, 2019 Board consent agenda to be pulled for consideration with the associated PD Land Use Plan. Upon approval by the Board, the Agreement will be recorded in the Public Records of Orange County, Florida.

ACTION REQUESTED: Approval and execution of Adequate Public Facilities Agreement for Horizon West Village H Parcels 12A & 12B PD by and between Titan Western Beltway, LLC and Orange County. District 1

JVW/EPR/nt
Attachments

BCC Mtg. Date: April 9, 2019

This instrument prepared by and after
recording return to:
Paul E. Rosenthal, Esq.
2605 Norfolk Road
Orlando, FL 32803
(407) 758-3301

Tax Parcel I.D. No(s): 08-24-27-0000-00-006

**ADEQUATE PUBLIC FACILITIES AGREEMENT
FOR HORIZON WEST VILLAGE H
PARCELS 12A & 12B PD
(Village H)**

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR HORIZON WEST VILLAGE H – PARCELS 12A & 12B PD (the “Agreement”), effective as of the latest date of execution (the “Effective Date”), is made and entered into by and between **TITAN WESTERN BELTWAY, LLC**, a Florida limited liability company, whose mailing address is 2281 Lee Road, Suite 204, Winter Park, Florida 32789 (“Owner” or “OWNER”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (“County”).

RECITALS:

A. OWNER is the fee simple owner of certain real property located in Orange County, Florida, as generally depicted in Exhibit “A” and as more particularly described in Exhibit “B,” both of which exhibits are attached hereto and made a part hereof by this reference (the “PD Property”).

B. The PD Property, also known as Horizon West Village H - Parcels 12A & 12B PD, is identified on the Orange County Comprehensive Plan 2010 - 2030 (the “Comprehensive Plan”) Future Land Use map with the “Village” land use designation and constitutes a portion of Village H, in Horizon West, as same is described and depicted in the Village H Specific Area Plan approved by the Board of County Commissioners of Orange County, Florida (the “BCC”) on June 13, 2006 (the “Village H SAP”).

C. 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.

D. The Horizon West Village H - Parcels 12A & 12B PD has relied on the prior approvals of the Horizon West Study and the Village H SAP, and on the Village H SAP approvals and studies included in the SAP.

E. The Village H SAP contemplates certain Apartment and Village Home uses within the PD Property; however, the submittal by OWNER of the Horizon West Village H - Parcels 12A & 12B PD Land Use Plan reflects Apartments and Townhomes within the Property.

F. OWNER desires to develop the PD Property in accordance with the Horizon West Village H - Parcels 12A & 12B PD, submitted by OWNER 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 amended.

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

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

J. The OWNER, together with other property owners within Village H and the COUNTY, on or about February 12, 2013, entered into the VILLAGE H HORIZON WEST ROAD NETWORK AGREEMENT (C.R. 545) recorded February 20, 2013 in Official Records Book 10525, Page 6172, Public Records of Orange County, Florida, as amended by First Amendment thereto recorded December 19, 2014 in Official Records Book 10851, Page 626, Public Records of Orange County, Florida, and as further amended by the Second Amendment thereto recorded February 3, 2015 in Official Records Book 10870, Page 7689, Public Records of Orange County, Florida, and as further amended by the Third Amendment thereto recorded December 1, 2017 under Document #20170656057 in the Public Records of Orange County, Florida (collectively, the "Road Agreement").

K. Section 12 of the Road Agreement addresses the APF Land to be conveyed to the COUNTY as right-of-way for C.R. 545 and the procedures to be followed with respect thereto, including delivery to the escrow agent under the Road Agreement (the "Escrow Agent") of signed

Special Warranty Deeds to convey to the County marketable fee title to the right-of-way for C.R. 545.

L. The OWNER, together with other property owners within Village H, entered into that certain Cooperation Agreement that is recorded in Official Records Book 08708, Page 0601 of the Public Records of Orange County, Florida (the “Original Cooperation Agreement”) and are also parties to the Amended and Restated Village H Cooperation Agreement recorded on February 20, 2013 in Official Records Book 10525, Page 1893 of the Public Records of Orange County, Florida (the “Restated Cooperation Agreement”). The COUNTY is not a party to the Original Cooperation Agreement or the Restated Cooperation Agreement.

M. The Restated Cooperation Agreement provides, among other things, for the conveyance of adequate public facilities lands to the County and for the sale and purchase of APF Credits (as defined below) among the property owners within Village H so that each property owner will be able to satisfy County requirements with respect to the conveyance of adequate public facilities.

N. Consistent with Chapter 30, Article XIV, Division 2 of the Orange County Code, the Village H SAP and the Restated Cooperation Agreement, (i) the term “APF Land” as used herein means any portion of the OWNER’S land that must be conveyed to the County in order to ensure that adequate public facilities are provided for Village H as a condition of obtaining the required PD zoning approval and proceeding with development of the land uses approved in the Village H SAP, and (ii) the term “APF Credits” or “APF acreage credits” as used herein means the amount of credits that a property owner within Village H receives from the County, quantified in acres, for conveying more APF Land than is required for a particular PD zoning application.

O. If OWNER is 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 OWNER 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 deficit.

P. If OWNER is unable to convey sufficient adequate public facilities lands to County, the Restated Cooperation Agreement requires that OWNER, as an additional condition of applying for a Preliminary Subdivision Plan or Development Plan (“PSP/DP”) for the PD Property, (i) purchase sufficient APF Credits from the other owners within Village H through the Escrow Agent under the Restated Cooperation Agreement to cover any deficiency applicable to the particular PSP/DP at such value as is established in accordance with Policy FLU 4.14.2 of the Village H SAP, and (ii) present the County with written confirmation from the Escrow Agent that the required number of APF Credits have been purchased from the other owners in Village H.

Q. The APF/TDR Ordinance, at Sections 30-712(b) and 30-714(d), states that OWNER 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 deficit. The procedures set forth in Section 5 of the Restated Cooperation Agreement are in lieu of payment of an adequate public facilities lands fee to the COUNTY.

R. It is the intent of the parties that COUNTY will consider approval of the Horizon West Village H - Parcels 12A & 12B PD Land Use Plan with its consideration of this Agreement.

S. The PD Property contains approximately 24.42 acres of **net** developable land, and both the Village H SAP and Section 30-714 of the APF/TDR Ordinance require 1 acre of public facilities acreage for every 7.6 acres of net developable land (the "APF Ratio").

T. When applied to the PD Property, the APF Ratio requires approximately 3.21 acres of public facilities lands.

U. As shown on the Horizon West Village H - Parcels 12A & 12B PD Land Use Plan, and as described in this Agreement, OWNER is providing 0.61 acre(s) of adequate public facilities land (the "APF Land") to COUNTY, thereby creating an APF deficit of 2.60 acres.

V. In accordance with the requirements of the Restated Cooperation Agreement, the OWNER will satisfy the APF deficit by purchasing APF Credits of 2.60 acres through the Escrow Agent under the terms of the Restated Cooperation Agreement and asking the COUNTY to apply such APF credits to satisfy the APF deficit.

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 Land by Owner.** OWNER shall convey APF Land as follows:
 - a) Right(s)- of- way for the following transportation improvements /roads (depicted as APF Road ROW on the Horizon West Village H - Parcels 12A & 12B PD Land Use Plan):

C.R.545

Approximately 0.61 acres

It is contemplated that wider right(s)- of- way may be required in some locations, such as at intersections, to facilitate traffic movement.

3. APF Deficit. The Village H APF Ratio requires that OWNER convey to COUNTY approximately 3.21 acres of APF Land. This Agreement provides for conveyance of approximately 0.61 acres of APF Land, thereby creating a 2.60-acre APF deficit.

4. APF Acreage Credits.

Prior to the time the OWNER applies for PSP/DP approval for the PD Property, OWNER, in accordance with the terms of the Restated Cooperation Agreement, will obtain 2.60 APF acreage credits within Village H and provide the COUNTY with written confirmation from the Escrow Agent under the Restated Cooperation Agreement (the "Escrow Agent") that the required number of APF Credits have been purchased from other owners in Village H. By this Agreement, OWNER is asking COUNTY to apply these credits toward the APF deficit as they become available. Application of sufficient APF acreage credits will satisfy the APF deficit. If sufficient APF acreage credits are not available at the time the OWNER applies for PSP/DP approval for the PD Property, then OWNER will, in accordance with Section 5.2 of the Restated Cooperation Agreement, pay to the Escrow Agent a fee-in-lieu of conveyance of APF Land, at such value per acre as is established in accordance with Policy FLU 4.14.2 of the Village H SAP, obtain from Escrow Agent a receipt documenting such payment and deliver a copy of such receipt to the COUNTY.

5. Conveyance Procedure for APF Land.

a) The conveyance to the COUNTY of any portion of the APF Land shall be in accordance with the provisions of Section 12 of the Road Agreement. In accordance therewith, OWNER has heretofore delivered to the Escrow Agent the following signed documents: (i) Special Warranty Deed to the County for the C.R. 545 right-of-way located within the PD Property or otherwise owned by OWNER, such land being referred to as Parcel 1019 of Village H (Avalon Road – CR 545) RAC, and (ii) Temporary Drainage and Construction Easement to the County for Parcel 7019 of Village H (Avalon Road – CR 545) RAC.

b) Prior to approval of the Horizon West Village H - Parcels 12A & 12B PD Land Use Plan, the Escrow Agent shall have released from escrow and delivered to the COUNTY the above-referenced documents.

c) *Value of APF Land.* The parties agree that the value of the APF Land, as determined in accordance with Chapter 23 of the Orange County Code, as amended, is \$13,725.00. This total results from an agreed-upon fair market value of \$22,500 per acre, or fraction thereof, and a total acreage of 0.61 acre(s).

6. Timing for Conveyance to County.

The parties agree that, prior to conveyance to County, Owner shall have the reasonable right to grade and to import or export fill material upon the APF Land, subject to and in accordance with an approved grading permit and/or excavation fill permit. Further, Owner agrees to relinquish control of the APF Land, and convey such APF Land to County through the Escrow Agent, in accordance with the provisions of Section 5 of this Agreement, within 120 days of demand by County, if such APF Land has not previously been conveyed to the COUNTY. If conveyance does not occur within such 120-day period, the Manager of County's Real Estate Division may grant one extension of up to 120 days to complete the conveyance. Owner acknowledges and agrees that any development in connection with the PD Property shall not proceed beyond five percent (5%) of the PD Property's entitlements prior to (i) such conveyance, and (ii) presenting the County with written confirmation from the Escrow Agent that the required number of APF Credits have been purchased from the other owners in Village H under the terms of the Restated Cooperation Agreement. For purposes of this Agreement, the parties agree that 5% of development is defined as 21 apartment units or 21 townhomes units. Until such time as the conveyance process begins, Owner may continue to use the APF Land in a manner consistent with County's intended use.

With respect to the APF Land, Owner shall continue to be responsible for any and all risk of injury and property damage attributable to the acts or omissions of its officers and employees and agrees to defend, indemnify, and hold harmless County and its officers, employees, and agents from and against all claims, actions, losses, judgments, fines, liabilities, costs, and expenses in connection therewith. More specifically, to the extent permitted by law, Owner shall indemnify and hold harmless County, its officers, agents, and employees from and against any all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal), including damage to property or property rights that may arise and which are proximately caused by the acts, errors, or omissions of Owner, its agents, and/or representatives, arising out of its activities related to the APF Land. In addition, without limiting the foregoing, in the event that any act or omission of Owner, its agents, and/or representatives, arising from or related to this Agreement, results in any spill or release of hazardous materials or other pollutants, as those terms are defined in federal and state environmental laws and regulations, including, without limitation, any petroleum-based substances, then, to the extent permitted by law, Owner shall indemnify and hold harmless

County, its officers, agents, and employees from and against any and all claims, liability, demands, damages, surcharges, expenses, fees, fines, penalties, suits, proceedings, and actions, including, without limitation, all reasonable, actual cleanup and/or remediation costs and expenses expended by County at the direction of any federal or state agency having jurisdiction, and further including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal. Owner shall be responsible for the immediate notification to County of any environmental condition, spill, or release, or any other condition or occurrence of which it becomes aware that may result in a claim for damages, or that occurs as a result of Owner's activities related to the APF Land.

In the event that any of the above occurs, County may refuse to accept conveyance of the APF Land and Owner may be required to (i) obtain additional APF Credits from other owners within Village H, and/or (ii) to convey alternative adequate public facilities land(s) acceptable to County. Notwithstanding anything seemingly to the contrary above, the parties acknowledge and agree that satisfaction of Owner's APF obligations must take place prior to County approval of the initial plat for the PD Property.

7. Effect of Execution, Not an Initiation of Development. This Agreement shall become effective upon the date of execution of the last of the County or the Owner (the "Effective Date"). Execution of this Agreement shall not constitute "initiation of development" as that term is utilized in Section 30-714 of the APF Ordinance. Execution of this Agreement, and performance of obligations hereunder, including without limitation, conveyance of APF Land as described herein, shall not obligate any party to construct infrastructure upon such conveyed land(s).

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

9. Limitation of Remedies. County and Owner 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 OWNER 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 withholding of development permits and other approvals and/or permits in connection with the Project and/or the PD Property; or
- (iv) 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 Land or any portion of the PD Property as County may lawfully elect.

b) Limitations on OWNER'S Remedies. Upon any failure by COUNTY to perform its obligations under this Agreement, OWNER 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 Owner; 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. Notwithstanding the foregoing, the parties do not intend the obligations in this Agreement to be binding upon any purchaser of three (3) or fewer undeveloped single family lots or to any purchaser of a constructed single family or multi-family home for use and occupancy by the purchaser.

11. Agricultural Exemptions. Nothing in this Agreement shall be construed to adversely affect agricultural exemptions for the Property.

12. 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.

13. 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

OWNER: Titan Western Beltway, LLC
2281 Lee Road, Suite 204
Winter Park, Florida 32789

14. 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.

15. Time of the Essence. Time is hereby declared of the essence in the performance of the duties and obligations of the respective parties to this Agreement.

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

17. 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.

18. 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.

19. Survival. The obligations of this Agreement shall survive the conveyance of the APF Land to COUNTY.

20. Amendment. 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.

21. Entire Agreement. This Agreement, along with the Road 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. Nothing contained herein shall be construed to in any way amend or modify the Road Agreement.

22. Conflicts. In the event of any conflicts between the terms of the Road Agreement and this Agreement, it is agreed that the terms of the Road Agreement shall control.

23. Further Documentation. The parties agree that at any time following a request by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

24. 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.

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

26. 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 Owner.

[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: *Jerry L. Demings*
Jerry L. Demings,
Orange County Mayor

Date: *10 April 2019*

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

By: *Craig A. Stopyna*
for Deputy Clerk

Printed Name: *Craig A. Stopyna*



TITAN WESTERN BELTWAY, LLC,
a Florida limited liability company

By: [Signature]
Print: Name: Dell Avery
Title: President
Date: 3/13/19

WITNESSES:

[Signature]
Print Name: Patricia Lay

[Signature]
Print Name: Neco Downey

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by DELL AVERY, as President of **TITAN WESTERN BELTWAY, LLC**, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 13 day of March, 2019. S/he is personally known to me, or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of March, 2019.

[Signature]
Notary Public
Print Name: Neco Downey
My Commission Expires: 01/21/23

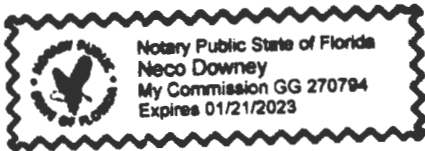


Exhibit "A"

Project area location map
(1 page(s) follow)

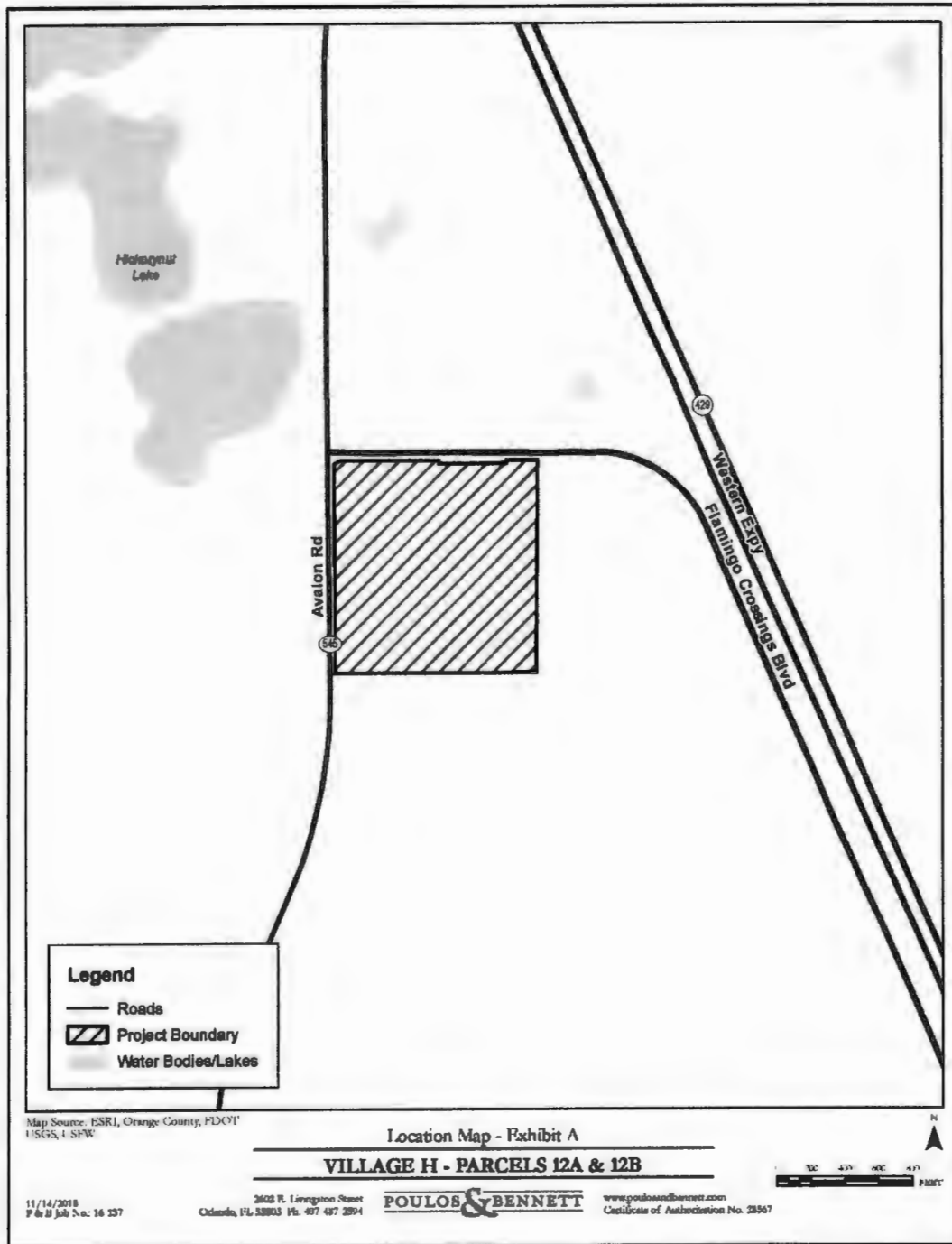


Exhibit "B"

Legal Description and Sketch of
Description for the PD Property
[2 page(s) follow]

LEGAL DESCRIPTION

That part of the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 24 South, Range 27 East, lying South of Hartzog Road and East of Avalon Road, Orange County, Florida.

LESS the Westerly 40.00 feet of the Southerly 35.00 feet of that portion of the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 24 South, Range 27 East, in the County of Orange, State of Florida, lying Easterly of the Easterly right of way line of State Road No. 545, as deeded in Book 3673, Page 2159.

LESS Right of Way deeded to State of Florida Department of Transportation in Book 6373, Page 3236 and Book 6373, Page 3236.

LESS Any part of the West 49 feet more or less, being West of the paved highway of the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 24 South, Range 27 East, as deeded in Book 761, Page 19.

Containing 34.60 acres more or less.

556

558

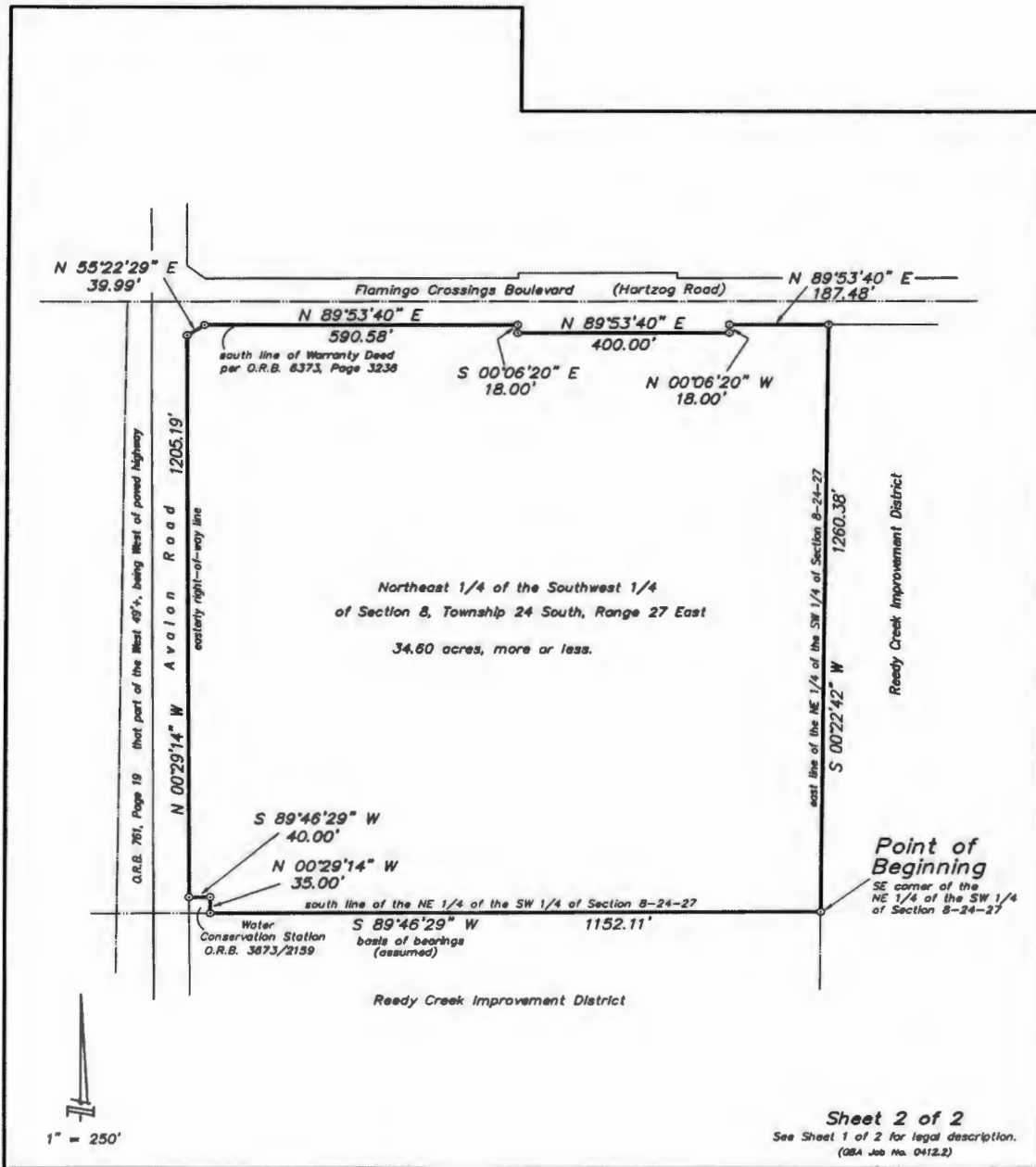
<p>Legal Description</p> <p><i>That part of the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 24 South, Range 27 East, lying South of Hartzog Road and East of Avalon Road, Orange County, Florida.</i></p> <p><i>LESS the Westerly 40.00 feet of the Southerly 35.00 feet of that portion of the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 24 South, Range 27 East, in the County of Orange, State of Florida, lying Easterly of the Easterly right of way line of State Road No. 545, as deeded in Book 3673, Page 2159.</i></p> <p><i>LESS Right of Way deeded to State of Florida Department of Transportation in Book 6373, Page 3236 and Book 6373, Page 3236.</i></p> <p><i>LESS Any part of the West 49 feet more or less, being West of the paved highway of the Northeast 1/4 of the Southwest 1/4 of Section 8, Township 24 South, Range 27 East, as deeded in Book 761, Page 19.</i></p>		
<p><small>Not a Boundary Survey. The legal description was provided by the client. See Sheet 2 of 2 for sketch.</small></p>		
<p>SKETCH OF DESCRIPTION ONLY - NOT A SURVEY <small>NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.</small></p>		<p>Sketch of Description of a portion of Section 8, Township 24 South, Range 27 East Orange County, Florida</p>
<p>PREPARED FOR: Titan Properties</p>	<p>JOB NO. 0412.2</p> <p>SHEET 1 of 2</p> <p>DATE 1/09/19</p> <p>SCALE As Noted</p>	<p><small>SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.</small></p> <p><small>GSA LS No. 7184</small></p> <p><small>Digitally signed by R. Clayton GANUNG</small></p> <p><small>Date: 2019.01.21 09:48:35 -0800</small></p> <p><small>R. CLAYTON GANUNG</small></p> <p><small>REG. FILE NO. 4236</small></p>
<p>GANUNG - BELTON ASSOCIATES, INC. <i>professional surveyors and mappers</i> 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6556</p>		

560

562

564

566



568