



FIRE RESCUE DEPARTMENT

OTTO DROZD, III

Fire Chief, EFO, CFO

6590 Amory Court

Winter Park FL 32792

407-836-9112 • FAX 407-836-9106

Otto.Drozdz@ocfl.net

October 11, 2018

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

THROUGH: Linda Weinberg, Interim Deputy County Administrator

FROM: Otto Drozd III, Fire Chief

CONTACT: David A. Rathbun, Division Chief
Planning & Technical Services
407 836-9019

SUBJECT: October 30, 2018 – Consent Agenda
Interlocal Agreement between Orange County, Florida and Town of
Oakland, Florida regarding Joint Ownership of the Public Safety
Facility in Oakland, Florida

The Interlocal Agreement between Orange County, Florida and Town of Oakland, Florida regarding Joint Ownership of the Public Safety Facility in Oakland, Florida will replace the original Agreement entered into on November 19, 2002, and will allow for the continuation of a jointly owned public safety facility for the express purpose of providing emergency services in a manner that is in the best interest of the public.

Action Requested: Approval and execution of Interlocal Agreement between Orange County, Florida and Town of Oakland, Florida regarding Joint Ownership of the Public Safety Facility in Oakland, Florida

attachment(s)

c: Ajit Lalchandani, County Administrator

INTERLOCAL AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

TOWN OF OAKLAND, FLORIDA

regarding

JOINT OWNERSHIP OF THE PUBLIC SAFETY FACILITY IN OAKLAND, FLORIDA

THIS INTERLOCAL AGREEMENT ("Agreement"), is by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801 (the "County"), and the **TOWN OF OAKLAND, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida located at 220 North Tubb Street, Oakland, Florida 34760 (the "Town"). The County and the Town may be referred to individually as "party" or collectively as "parties."

RECITALS

WHEREAS, this Agreement is entered into pursuant to the home-rule powers granted to the County and the Town under the Constitution and laws of the State of Florida, including expressly, but not limited to, the powers granted under the Florida Interlocal Cooperation Act contained in Section 163.01, Florida Statutes; and

WHEREAS, on November 19, 2002, the parties entered into an agreement (the "2002 Agreement") where they agreed to: (1) continue the County's provision of fire prevention and rescue services to the Town that was contemplated in an earlier 1993 agreement; and (2) construct a jointly owned and utilized public safety facility; and

WHEREAS, the parties have agreed to separate the 2002 Agreement into two agreements: (1) an Interlocal Agreement between Orange County, Florida and Town of Oakland, Florida Regarding Orange County's Provision of Fire Prevention and Rescue Services for the Town of Oakland (the "Fire Service Agreement"); and (2) this Agreement; and

WHEREAS, the parties recognize that managing, maintaining, and operating their jointly owned and utilized public safety facility in a manner that is efficient and equitable to both parties is in the best interest of the public.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions contained in this Agreement, and good and valuable consideration of which by

execution of this Agreement the parties affirm receipt, it is agreed by and between the County and the Town as follows:

Section 1. Recitals Incorporated. The foregoing recitals are true and correct and are incorporated as part of this Agreement.

Section 2. Documents.

A. The documents that are incorporated by either reference or attachment and thereby form this Agreement are:

1. This Agreement;
2. The 2002 Agreement;
3. **Exhibit A:** Fire Service Agreement (to be added upon execution thereof); and
4. **Exhibit B:** June 10, 2008 property deed.

Section 3. Effect of Agreement. Upon execution of this Agreement, the 2002 Agreement shall be considered terminated as to the ownership, management, and maintenance of the "Public Safety Facility" (term defined in Section 4). This Agreement is a companion agreement to the Fire Service Agreement which shall be executed by the County and the City at the same time as this Agreement and then shall be attached to this Agreement as **Exhibit "A."** Once this Agreement and the Fire Service Agreement are executed by both parties, the 2002 Agreement shall be considered terminated in full.

Section 4. Public Safety Facility.

A. By deed dated June 10, 2008, and recorded in the Orange County Public Registry as *Document #20080364998 in Book 9716 at Page 1241*, the Town conveyed an undivided one-half (50%) interest in the real property described in **Exhibit "B"** to the County. The stated conveyance included all the tenements, hereditaments, appurtenances belonging or pertaining to the real property which, together with the real property, will be referred to in this Agreement as the "Public Safety Facility."

B. The parties agree that their respective portion of the Public Safety Facility shall be used only for a public safety or other government purpose.

Section 5. Status of Relationship.

A. The parties acknowledge that it is their intention to hold the Property as tenants in common and that they have expressly elected not to become partners and that neither this Agreement, nor any provision of this Agreement, shall be interpreted to impose a partnership,

joint venture, agency, or any other type of relationship at either law or equity on the parties. This Agreement shall not impose upon any party to this Agreement any liability, obligation, or fiduciary duty of any nature except as expressly provided in this Agreement.

B. Each party shall keep its interest in the Public Safety Facility free and clear from any adverse judgment, lien, or claim of third parties.

C. No change in the form of ownership or the relative percentage of ownership in the Public Safety Facility shall be made except by deed of conveyance executed by the appropriate parties and duly recorded in the Orange County Public Registry.

Section 6. **Facility Manager.** In order to ensure the proper and orderly management and operation of the Public Safety Facility, the parties agree that the Town shall serve as the Facility Manager. As Facility Manager, the Town shall be responsible for making timely payments for any and all shared costs related to the Public Safety Facility (e.g. utilities, landscaping, etc.), as well as any other shared ordinary or routine maintenance and operational costs that are related to the Public Safety Facility. The County shall reimburse the Town for such payments as agreed upon in this Agreement.

Section 7. **Non-Routine Expenses.**

A. In the event the Town determines, from time to time, that extensive improvements or the performance of non-routine maintenance (e.g. HVAC, plumbing, roofing, electric, etc.) is required for the Public Safety Facility, the Town shall notify the County, in writing, of the requisite improvements or non-routine maintenance to be performed and provide an estimate of: (1) the total cost of the requisite improvements or non-routine maintenance performance; and (2) the amount of the County's expected reimbursement to the Town for the requisite improvements or non-routine maintenance performance.

B. The County shall have thirty (30) calendar days to reject the Town's planned extensive improvements or non-routine maintenance by proposing an alternative resolution to the Public Safety Facility's need for extensive improvements or non-routine maintenance. If the Town does not find the County's alternative resolution acceptable, a meeting of Town and County officials shall be held where the parties shall work in good faith to come to an amicable resolution.

C. In the event that emergency non-routine maintenance must be performed, the Town shall perform such non-routine maintenance and shall notify the County as soon as possible of such emergency non-routine maintenance performed. Emergency non-routine maintenance shall be considered non-routine maintenance that would lead to conditions at the Public Safety Facility that would be unsafe or unsanitary for County employees, Town employees, or the visiting public if not completed in an expedited manner.

D. With the exception of emergency non-routine maintenance as outlined in subsection "C" above, the County shall be provided the opportunity to review, comment, and approve any and all design and construction plans related to non-routine maintenance and any improvements for the Public Safety Facility (including any that might only impact the Town's part of the facility) in a timely fashion.

E. Should the County desire to make any improvement to – or have any non-routine maintenance performed on – the Public Safety Facility, the Town shall be provided the same rights granted to the County in this Section.

Section 8. Costs; Invoice Disputes.

A. **Individual Costs.** Each party shall be responsible for all costs of conducting their respective operations, including furnishings, fixtures, and equipment. The costs of any maintenance or improvements made to the Public Safety Facility that only benefit one party shall be solely the obligation of the benefitting party.

B. **Shared Costs.** Though the parties have each acquired a fifty percent (50%) undivided interest in the property, the parties agree that the division of any and all shared costs shall be based on the proportionate use of the square footage of the Public Safety Facility. Accordingly, the County shall be responsible for sixty percent (60%) of the shared costs and the Town shall be responsible for forty percent (40%) of the shared costs. These percentages may only be changed by a written and mutually-executed amendment to this Agreement.

C. **Local Government Prompt Payment Act.** The Town shall invoice the County on a monthly basis for any shared costs related to the Public Safety Facility. The County shall reimburse the Town for the County's portion of those shared costs pursuant to the terms of this Agreement and in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.

D. **Invoice Disputes.** If the County disputes any portion of any Town invoice for reimbursement, it shall notify the Town in writing within ten (10) business days of receipt of the request, stating the specific amount in dispute and the basis for the dispute. The Town Police Chief and the County Fire Chief shall attempt to resolve the dispute within fifteen (15) business days thereafter and, if they are unable to resolve the matter, they shall refer the dispute to the Town Manager and County Administrator's office for final resolution between the parties.

Section 9. Leasing; Profits and Revenues.

A. **Leases.** The parties do not anticipate that the Public Safety Facility, or any portion of the Public Safety Facility, shall be leased. However, should that change, any lease of the Public

Safety Facility, or any portion of the Public Safety Facility, shall be made by a bona fide lease and shall require written approval and execution by both parties to this Agreement.

B. **Profits and Revenues.** Any and all revenue or profit generated by the Public Safety Facility, if any, (e.g. rent, etc.) shall be split sixty (60%) to the County and forty (40%) to the Town unless otherwise mutually agreed upon by the parties.

Section 10. Disposition of a Party's Undivided Interest.

A. **Waiver of Right to Partition.** To the fullest extent permitted by law, the parties agree to waive their right to seek a partition of the Public Safety Facility.

B. **Prohibition Against Partial Sales.** To the fullest extent permitted by law, the parties agree to waive any and all rights to sell, transfer, or otherwise convey any partial percentage of its fifty percent (50%) undivided interest in the Public Safety Facility. Notwithstanding that, the parties may sell, transfer, or convey a partial percentage of its fifty percent (50%) undivided interest to the other party if that other party affirmatively agrees to accept such sale, transfer, or conveyance.

C. **Right of First Refusal.** Neither party shall sell, transfer, or otherwise convey its undivided interest in the Public Safety Facility without first: (1) following the termination procedures in Section 12.B. of this Agreement ("Termination for Convenience"); and (2) providing a written offer to the other party to this Agreement regarding that party's purchase the offering party's undivided interest. Such offer shall be submitted with the notice of termination of this Agreement and shall outline the terms under which the offering party is willing to sell, transfer, or otherwise convey its undivided interest to the non-offering party.

D. **Default Terms of Sale.** If the parties cannot come to an agreement regarding the terms of sale, transfer, or other method of conveyance of the offering party's undivided interest in the Public Safety Facility to the non-offering party, the non-offering party shall be provided the option to purchase the offering party's undivided interest for a price to be determined by averaging two certified MAI appraisals (one appraisal obtained by each party) and multiplying that amount by the percentage of the offering party's percentage of ownership of the Public Safety Facility. The two certified MAI appraisals shall be based on the fair market value of the Public Safety Facility for use as a governmental/public safety building only.

E. **Impasse Remedy.** If the event that the non-offering party elects not to purchase the offering party's ownership interest, and does not agree to a voluntary sale of the Public Safety Facility, either party may seek the legal remedies available at law.

F. **Good Faith.** By executing this Agreement, each party agrees to work in good faith with the other party to best resolve the property interests in the Public Safety Facility in a manner that is in the best interest of the public should this Agreement be terminated.

Section 11. Term. The term of this Agreement shall commence on November 1, 2018 and shall end on September 30, 2019 which is the conclusion of the County's 2018-19 Fiscal Year. This Agreement shall automatically renew for annual terms that mirror the County's Fiscal Years thereafter.

Section 12. Termination; Effect of Termination.

A. **Termination.** This Agreement shall terminate only when:

1. One of the parties to this Agreement acquires a full (100%) undivided interest in the Public Safety Facility;
2. A third party acquires the Public Safety Facility by way of a voluntary or forced sale; or
3. If the parties mutually agree that it is in the best interest of the public to terminate this Agreement.

B. **Termination for Convenience.** Either party may terminate this Agreement at will by delivering written notice to the other party by January 31 of any term. Termination will take effect at the end of the term in which termination notice is delivered. Termination shall trigger the procedures within Section 10 ("Disposition of a Party's Undivided Interest").

C. **Effect of Termination.** Many of the services provided by the County under the Fire Services Agreement are provided from the Public Safety Facility. Should the Town choose to terminate this Agreement, the County reserves its right to terminate the Fire Service Agreement with stated termination effective on the same date as the Town's effective date of termination.

Section 13. Notices. Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

To the County: Orange County Fire Rescue Division
Attn: Fire Chief
P.O. Box 5879

Winter Park, Florida 32793

AND

Orange County Administrator
Administration Building, 5th Floor
201 South Rosalind Avenue
Orlando, Florida 32801

To the Town: Town Manager's Office
220 North Tubb Street
Oakland, Florida 34760

Section 14. Property and Building Insurance; Indemnification.

A. **Property and Building Insurance.** Each party agrees that it shall insure its individual interests in the Public Service Facility.

B. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions, and/or negligence of the other party.

Section 15. Liability and Workers' Compensation Insurance; Insurance for Contractors.

A. Without waiving any rights to sovereign immunity as provided in Section 768.28, Florida Statutes, the parties acknowledge that the County is self-insured for General Liability and Automobile Liability with coverage limits as set forth in Section 768.28, Florida Statutes.

B. Both parties agree to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Florida Statute 440.

C. Upon the request of the other party, the non-requesting party shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which the requesting party hereby agrees to find acceptable for the coverage mentioned above.

D. One party's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the other party of its liability and obligations under this Agreement.

E. The Town, in its role as Facility Manager, shall require all contractors performing work on the Public Safety Facility to be properly licensed and to procure and maintain workers' compensation, commercial general liability, business auto liability, and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies.

Section 16. General Provisions.

A. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to – or shall in any manner – confer upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

B. **Written Modification.** None of the provisions, terms, and conditions contained in this Agreement may be added to, deleted, modified, superseded, or otherwise altered, except by written amendment executed by the parties hereto. Such amendment(s) shall not be valid, binding, and enforceable against the County unless executed by an authorized County representative and expressly approved by the County's Board of County Commissioners. Such amendment(s) shall not be valid, binding, and enforceable against the Town unless executed by an authorized Town representative and expressly approved by the Town of Oakland Town Commission.

C. **No Waiver of Sovereign Immunity.** Nothing contained herein shall constitute, or be in any way construed to be, a waiver of either the County's or Town's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

D. **Survival.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification provision, shall survive the expiration, cancellation, or termination of this Agreement.

E. **Liability.** Neither party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

F. **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners,

successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. The parties deem this Agreement to be personal in nature. As such, neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

G. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

H. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

I. **Governing Law.** This Agreement, and any and all actions directly or indirectly associated herewith, will be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

J. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

K. **Jury Waiver.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

L. **Construction; No Representations.** The parties hereby agree that they have reviewed this Agreement, have consulted with legal counsel of their choice, have participated in the drafting of this Agreement, and that this Agreement is not to be construed against any party as if it were the drafter of this Agreement. Additionally, each party represents that they have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has

relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

M. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

N. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 17. Entire Agreement. This Agreement, and any documents incorporated in – or attached to – this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, regarding any part of this Agreement and involving any party to this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials, as of the day and year set forth below.

ORANGE COUNTY, FLORIDA

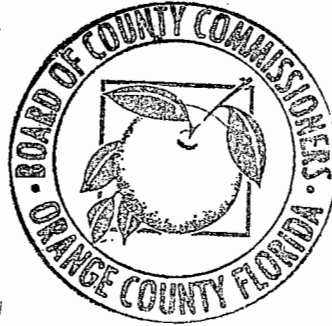
By: Orange County Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs
Orange County Mayor

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

By: *Katie Smith*
Deputy Clerk

Date: OCT 30 2018



TOWN OF OAKLAND, FLORIDA

By: Town of Oakland Town Council

By: *Kathy Stark*
Kathy Stark, Mayor

ATTEST:

By: *Kimberly M. Gay*
Kimberly M. Gay, Town Clerk

Date: 10-9-18



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUN 10 2008 NP/JP/JH

Exhibit "B"

DOC # 20080364998 B: 9716 P: 1241

06/20/2008 02:53:25 PM Page 1 of 3

Rec Fee: \$27.00 Doc Type: D

Deed Doc Tax: \$0.00

Intangible Tax: \$0.00

Mortgage Stamp: \$0.00

Martha O. Haynie, Comptroller

Orange County, FL

PU - Ret To: ORANGE COUNTY REAL ESTATE



Project: Fire Station #37 / Town of Oakland

WARRANTY DEED

THIS WARRANTY DEED, Made and executed the 22 day of January, A.D. 2008, by Town of Oakland, a municipal corporation, having its principal place of business in the city of Oakland, county of Orange, whose address is P.O. Box 98, Oakland, Florida 34760, GRANTOR, and ORANGE COUNTY, a charter county and a political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the GRANTEE, an undivided one-half (50%) interest in and to, all that certain land situate in Orange County, Florida:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

a portion of

21-22-27-6182-00-021

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2006

AGENT 8 BCC
RETURN TO REAL ESTATE
MANAGEMENT DIVISION

Project: Fire Station #37 / Town of Oakland

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name.

Signed, sealed, and delivered
in the presence of:

Maureen Rischitelli
Witness

MAUREEN Rischitelli
Printed Name Town Manager

[Signature]
Witness

VALERIE NEDD ASSISTANT
Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY, that on this day of, before me personally appeared KATHY STARK, as Mayor of Town of Oakland, a municipal corporation, ~~to me known to be~~ or who has produced _____ as identification, and ~~did~~ did not take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this 22 day of January, 20 08

(Notary Seal)

Linda T. Balsavage
Notary Signature

Printed Notary Name

This instrument prepared by:
Virginia G Williams, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

Notary Public in and for
the county and state aforesaid

My commission expires:

S:\Forms & Master Docs\Project Document Files\1_Misc. Documents\Fire Station #37 Town of Oakland WD.doc 10/24/07 rd



Linda T. Balsavage
Commission # DD571601
Expires July 6, 2010
Bonded Troy Pain - Insurance, Inc. 800-388-7019

EXHIBIT A**Legal Description – Orange County / Town of Oakland Public Safety Complex**

The north 307' of the following described land, less the western 60':

A parcel of land being Lot 7 and a portion of Lot 6, 1 LAND PLUS, according to the plat thereof as recorded in Plat Book 19, Page 85, Public Records of Orange County, Florida and a portion of the Southwest ¼ of the Southwest ¼ of Section 21, Township 22 South, Range 27 East, Orange County, Florida. More particularly described as follows:

COMMENCE at the Southwest corner of the Southwest ¼ of Section 21, Township 22 South, Range 27 East, Orange County, Florida and run North 00°02'20" East, along the West line of said Southwest ¼, for a distance of 746.30 feet; thence run North 89°58'10" East for a distance of 656.00 feet; thence run South 89°48'51" East for a distance of 335.17 feet to the POINT OF BEGINNING; thence run North 00°22'09" West for a distance of 553.17 feet to a point of the North line of said Lot 6 and the South right of way line of Oakland Avenue (State Road 438); thence run South 89°57'42" East, along said South right of way line and the North line of said Lots 6 and 7, for a distance of 140.40 feet; thence run North 89°58'01" East for a distance of 154.50 feet; thence departing said right of way line, run South 00°22'09" East for a distance of 240.54 feet; thence run North 89°58'10" East for a distance of 35.00 feet; thence run South 00°22'09" East for a distance of 313.72 feet; thence North 89°48'51" West for a distance of 329.90 feet to the Point of Beginning.

Contains 1.38 acres, more or less.