



Interoffice Memorandum

AGENDA ITEM

August 24, 2015

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

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

CONTACT PERSON: John Smogor, Chairman
Development Review Committee
407 836-5616

SUBJECT: September 15, 2015 — Consent Item
Hamlin West Planned Development (PD)
Adequate Public Facilities (APF) Agreement
(Related to Case # LUP-15-02-042)

The proposed Hamlin West Planned Development (PD) contains 155.74 gross acres, and is generally located between S.R. 429 (Western Beltway) and C.R. 545 (Avalon Road), along the north and south side of New Independence Parkway. More specifically, the subject property is located within the Town Center Specific Area Plan (SAP) of Horizon West, and is primarily designated Retail / Wholesale District (RW) and Corporate Campus Mixed Use (CCMU) on the Town Center SAP Recommended Land Use Plan (LUP), with limited areas designated Urban Residential District (UR), Waterbody and Wetlands. Through rezoning application #LUP-15-02-042, the proposed Hamlin West PD allows for the development of 763,400 square feet of non-residential uses; including 137,710 square feet of mixed uses and 625,690 square feet of retail / wholesale uses.

Pursuant to Orange County Code Section 30-714, each property owner in a Horizon West PD is required to convey their proportionate share of APF lands, which are based on the ratio of required APF acres to net developable acres within the SAP. 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 Town Center SAP, the adopted ratio of APF acres to net developable acres is 1.0 to 5.1.

In order to satisfy the requirements of Chapter 30, Article XIV of the Orange County Code ("APF/TDR Ordinance"), the Hamlin West PD is subject to the attached APF Agreement that recognizes that the project is accountable for a minimum of 20.15 acres

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of APF lands. However, as reflected in the Agreement, the property was assigned 11.24 APF credits (acres) through a previously recorded Town Center High School Site APF Agreement (ORB 9281, Page 1081). Therefore, the subject APF Agreement addresses how the remaining 8.91-acre APF deficit within the PD will be satisfied.

The Hamlin West APF Agreement received a recommendation of approval from the Orange County Development Review Committee (DRC) on June 10, 2015, and has been placed on the September 15, 2015, Board of County Commissioners (BCC) consent agenda for concurrent consideration with the associated PD rezoning request. Upon approval by the BCC, the Agreement will be recorded in the Public Records of Orange County, Florida.

ACTION REQUESTED: Approval of Adequate Public Facilities Agreement for Hamlin West PD/UNP by and between Hamlin Retail Partners West, LLC and Carter-Orange 45 SR 429 Land Trust and Orange County. District 1

JVW/JS:rep

Attachments

This instrument prepared by and after recording return to:

James G. Willard, Esq.
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1000
Orlando, Florida 32801

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
SEP 15 2015 JL/BS

Tax Parcel I.D. No(s): 20-23-27-0000-00-007
20-23-27-0000-00-002
20-23-27-0000-00-027
20-23-27-0000-00-025

**ADEQUATE PUBLIC FACILITIES AGREEMENT
FOR HAMLIN WEST PD/UNP**

THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR HAMLIN WEST PD/UNP (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between Hamlin Retail Partners West, LLC, whose address is 7586 West Sand Lake Road, Orlando, Florida 32819 and Carter-Orange 45 SR 429 Land Trust, whose address is c/o Daryl Carter, Trustee, 3333 South Orange Avenue, Suite 200, Orlando, Florida 32806 (both Hamlin Retail Partners West, LLC and Carter-Orange 45 SR 429 Land Trust 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 owner of certain real property located in Orange County, Florida, as more particularly described in Exhibit "A" and as shown on Exhibit "B" 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 _____ (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 primarily commercial uses within the PD Property.

F. OWNERS desire to develop the PD Property in accordance with the Hamlin West 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 Hamilton West PD/UNP with its consideration of this Agreement.

L. The PD Property contains approximately 102.78 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 20.15 acres of public facilities lands.

N. The PD Property has been credited by the BCC for 11.24 APF Credits in accordance with the Horizon West Town Center High School Site APF Agreement approved by the BCC on May 22, 2007 and recorded in the Public Records of Orange County, Florida on May 31, 2007 at OR Book 9281, Page 1081.

O. After applying the 11.24 APF Credits, there remains an APF deficit for the PD Property of 8.91 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. Non-Dedication of APF Land by OWNERS. OWNERS shall not convey any land for APF requirements.
3. APF Deficiency. The Parties acknowledge an APF Deficiency for the PD Property of 8.91 acres.
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 \$41,256.00 per deficient APF acre or portion thereof; or
 - (ii) Application of surplus APF credits acquired by OWNERS from within the Town Center SAP.
5. 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
6. 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 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 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.

7. 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.

8. 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.

9. 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
Telephone: 407. 836.7370

With copies to: Orange County Community, Environmental,
and Development Services Department
Manager, Planning Division
Post Office Box 1393
Orlando, Florida 32802-1393
Telephone: 407.836.5600

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
Telephone: 407.836.8070

OWNERS: Hamlin Retail Partners West, LLC
7586 West Sand Lake Road
Orlando, Florida 32819
Attn: Scott Boyd

Carter-Orange 45 SR 429 Land Trust
c/o Daryl Carter, Trustee
3333 South Orange Avenue, Suite 200
Orlando, Florida 32806

With copies to: James G. Willard, Esquire
Shutts & Bowen LLP
300 S. Orange Ave., Ste 1000
Orlando, FL 32801

10. 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.

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

12. 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.

13. 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.

14. Survival. The obligations of this Agreement shall survive the conveyance of the APF Lands to COUNTY.

15. 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.

16. 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.

17. 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.

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

[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: 9.16.15

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: *Martha O. Haynie*
for Deputy Clerk

Print: Naelia Perez



HAMLIN RETAIL PARTNERS WEST, LLC

By: [Signature]
Print Name: Scott Boyd
Title: Manager
Date: August 17, 2015

WITNESSES:

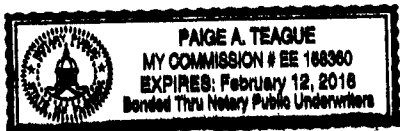
[Signature]
Print Name: Dennis R. Selig
[Signature]
Print Name: Kevin Merideth

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Scott Boyd,
Manager of Hamlin Retail Partners West, LLC who is known by me to
be the person described herein and who executed the foregoing, this 17th day of August,
2015. She 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 17th day
of August, 2015.

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



CARTER-ORANGE 45 SR 429 LAND TRUST

By: [Signature]
Daryl Carter, Trustee

Date: 07/28/2015

WITNESSES:

[Signature]
Print Name: Joan M Fisher

[Signature]
Print Name: Emily Gentry

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Daryl Carter, Trustee of CARTER-ORANGE 45 SR 429 LAND TRUST, on behalf of the company, and who is known by me to be the person described herein and who executed the foregoing, this 28th day of July, 2015. He/~~she~~ 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 28th day of July, 2015.



JOAN M. FISHER
MY COMMISSION # FF 028166
EXPIRES: July 16, 2017
Bonded Thru Budget Notary Services

[Signature]
Notary Public
Print Name: Joan M Fisher
My Commission Expires: 07/16/2017

Exhibit "A"

CARTER PARCEL

Legal Description:

The South ½ of the Northwest ¼ of Section 20, Township 23 South, Range 27 East, Orange County, Florida

LESS AND EXCEPT right of way of Avalon Road, also known as County Road 545

AND LESS AND EXCEPT, the Easterly 50.00 feet of the Westerly 83.00 feet of the Southerly 35.00 feet of the Northerly 578.67 feet of the Southwest ¼ of the Northwest ¼ of Section 20, Township 23 South, Range 27 East, Orange County, Florida

AND LESS AND EXCEPT, (RIGHT OF WAY PARCEL A) A portion of the Northwest Quarter of Section 20, Township 23 South, Range 27 East, Orange County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Northwest Quarter of Section 20; thence run North 00 degrees 05 minutes 51 seconds West, along the West line of the Northwest Quarter of Section 20, a distance of 163.20 feet to a point on the existing East right of way line of Avalon Road said point also being a point on a non-tangent curve, concave Northwesterly, having a radius of 1433.00 feet and a central angle of 12 degrees 18 minutes 59 seconds; thence run Northeasterly along said curve an arc distance of 308.04 feet from a chord bearing of North 06 degrees 03 minutes 45 seconds East along Easterly right of way line to a point on said curve; thence run North 89 degrees 54 minutes 15 seconds East, a distance of 2.01 feet; thence run North 00 degrees 05 minutes 51 seconds West, a distance of 317.90 feet for a point of beginning; thence continue North 00 degrees 05 minutes 51 seconds West, a distance of 513.67 feet to the existing South right of way line to McKinney Road; thence departing said Easterly right of way line run North 89 degrees 45 minutes 03 seconds East, 40.01 feet along said South right of way line; thence departing said South right of way line run South 00 degrees 05 minutes 45 seconds East, a distance of 124.66 feet to the point of curvature of a curve to the right, concave Northwesterly, having a radius of 2621.48 feet and a central angle of 06 degrees 52 minutes 12 seconds; thence run Southwesterly along the arc of said curve a distance of 0014.33 feet to a point on said curve; thence departing said curve run South 15 degrees 33 minutes 51 seconds West, a distance of 78.45 feet to the point of beginning.

AND LESS AND EXCEPT, right of way of McKinney Road

AND LESS AND EXCEPT (RIGHT OF WAY PARCEL B) right of way of New Independence Parkway, more particularly described as a portion of the West Half of Section 20, Township 23 South, Range 27 East of Orange County, Florida, being more particularly described as follows: Commence at the Southwest Corner of the Northwest Quarter of said Section 20; thence run North 89 degrees 38 minutes 51 seconds East along the South line of said Northwest Quarter of Section 20, a distance of 2622.04 feet; thence departing said South line of the Northwest Quarter of Section 20, run North 13 degrees 01 minutes 34 seconds West, a distance of 348.63 feet; thence North 22 degrees 06 minutes 59 seconds West, a distance of 101.27 feet; thence North 13 degrees 01 minutes 34 seconds West, a distance of 200.00 feet; thence North 01 degrees 00 minutes 37 seconds East, a distance of 103.08 feet; thence North 13 degrees 01 minutes 34 seconds West, a distance of 471.78 feet for a point of beginning; thence run North 50 degrees 27 minutes 21 seconds West, a distance of 58.49 feet; thence run South 89 degrees 42 minutes 32 seconds West, a distance of 191.23 feet to a point of a non-tangent curve, concave Southeasterly, having a radius of 1123.25 feet and a central angle of 45 degrees 32 minutes 24 seconds; thence run Southwesterly along said curve an arc distance of 853.58 feet from a chord bearing of South 69 degrees 33 minutes 16 seconds West to a point on said curve; thence departing said curve run South 46 degrees 12 minutes 28 seconds West, a distance of 387.26 feet; thence run South 37 degrees 40 minutes 37 seconds West, a distance of 101.12 feet to a non-tangent curve, concave Northwesterly, having a radius of 1291.23 feet a central angle of 43 degrees 47 minutes 32 seconds; thence run Southwesterly along said curve an arc distance of 986.91 feet from a chord bearing of South 68 degrees 06 minutes 14 seconds West to the point of tangency; thence run North 90 degrees 00 minutes 00 seconds West, a distance of 88.71 feet to a point on the existing Easterly right of way line of Avalon Road (C.R. 545) said point also being a point of a non-tangent curve concave Northwesterly, having a radius of 1433.00 feet and a central angle of 06 degrees 49 minutes 56 seconds; thence run Northeasterly along said curve an arc distance of 170.88 feet from a chord bearing of North 05 degrees 28 minutes 06 seconds East to a point on said curve; thence departing said curve run South 90 degrees 00 minutes 00 seconds East a distance of 72.43 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 1121.23 feet and

a central angle of 43 degrees 47 minutes 32 seconds; thence run Northeasterly along said curve an arc distance of 856.97 feet to a point on said curve; then departing said curve run North 57 degrees 31 minutes 03 seconds East, a distance of 101.98 feet; thence run North 46 degrees 12 minutes 48 seconds East, a distance of 387.26 feet to a point of non-tangent curve, concave Southeasterly, having a radius of 1286.09 feet and a central angle of 07 degrees 27 minutes 23 seconds; thence run Northeasterly along said curve an arc distance of 167.37 feet from a chord bearing of North 49 degrees 05 minutes 26 seconds East to a point on said curve; thence departing said curve run North 37 degrees 10 minutes 52 seconds West, a distance of 183.84 feet to a point on the existing South right of way line of McKinney Road; thence run North 89 degrees 45 minutes 03 seconds East, along said of way line run South 13 degrees 01 minutes 34 seconds East, a distance of 106.05 feet to the point of beginning.

AND LESS AND EXCEPT, All that part of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 20, Township 23 South, Range 27 East, Orange County, Florida, lying South and East of the South Right of Way line of New Independence Parkway.

HAMLIN RETAIL PARTNERS WEST, LLC

Legal Descriptions:

The North 500.00 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, Township 23 South, Range 27 East, Orange County, Florida, lying Easterly of State Road 545 (Avalon Road).

And

The North 500.00 feet of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 23 South, Range 27 East, Orange County, Florida, LESS the right of way of State Road 545 (Avalon Road).

And

The South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 20, Township 23 South, Range 27 East, Orange County, Florida, LESS the right of way of State Road 545 (Avalon Road) on the West AND LESS the right of way of McKinney Road on the North, AND LESS that portion taken by Orange County by Order of Taking recorded in O.R. Book 3666, page 916, public records of Orange County, Florida,

ALSO LESS AND EXCEPT those portions of the above-described lands conveyed to the Orlando-Orange County Expressway Authority by deed recorded in O.R. Book 7034, page 1352, public records of Orange County, Florida,

ALSO LESS AND EXCEPT all that part of the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 20, Township 23 South, Range 27 East, Orange County, Florida, lying North and West of the North Right of Way line of New Independence Parkway.

The Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, lying East of the paved road, less the North 500 feet thereof, and less the South 240 feet in Section 19, Township 23 South, Range 27 East. Also the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, less the West 660 feet thereof; and the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, less the North 500 feet and less the South 240 feet of the West 660 feet lying in Section 20, Township 23 South Range 27 East, Orange County, Florida.

Less:

All that portion of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, Township 23 South, Range 27 East, in the County of Orange, State of Florida, included within a Parcel of land 35.00 feet of even width, the Westerly line of said 35.00 foot wide Parcel of land being described as follows:

Beginning at the Intersection of the Easterly Right of Way line of State Road No. 545 and the Southerly line of the Northerly 818.05 feet of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; Thence Southerly along said Easterly Right of Way line a distance of 50.00 feet.

AND:

The North one-half of the Southeast one-quarter of Section 20, Township 23 South, Range 27 East, lying West of the Western Beltway.

Total area of combined parcels is 155.74 acres, more or less.

EXHIBIT B

