

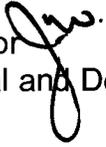


Interoffice Memorandum

AGENDA ITEM

June 24, 2016

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: July 19, 2016 — Consent Item
Hamlin West Planned Development
First Amendment to Adequate Public Facilities Agreement
(Related to Case # LUPA-15-12-384)

On Tuesday, July 19, 2016, an amendment to the Hamlin West Planned Development / Unified Neighborhood Plan (PD/UNP) is being considered by the Board of County Commissioners (BCC). If the amendment is approved, an adjacent 9.36-acre tract will be aggregated into the PD and rezoned from A-1 (Citrus Rural District). As a result of the aggregation / rezoning, the size of the Hamlin West PD would also increase from 155.74 acres to 165.10 acres, while also reallocating 40,000 square feet of existing non-residential entitlements into the aggregated tract. The overall PD development entitlements are unchanged that allow for up to 763,400 square feet of non-residential uses, including 97,710 square feet within the Corporate Campus Mixed Use District and 665,690 square feet within the Retail Wholesale District.

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 (Adequate Public Facilities) 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"), an amendment to the originally approved APF agreement for the Hamlin West PD dated September 15, 2015, has been prepared to recognize that the project's proportionate share of required APF lands within the Town Center SAP has increased to 21.59 acres. The originally approved APF agreement assigned 11.24 APF credits (acres) through a previously recorded Town Center High

Page Two
July 19, 2016 — Consent Item
Hamlin West Planned Development
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(Related to Case # LUPA-15-12-384)

School Site APF Agreement (ORB 9281, Page 1081). Therefore, the subject Amendment to the APF Agreement addresses how the remaining 10.35-acre APF deficit within the PD will be satisfied.

Finally, the amended Hamlin West APF Agreement received a recommendation of approval from the Orange County Development Review Committee (DRC) on April 13, 2016. Upon approval by the BCC, the Agreement will be recorded in the Public Records of Orange County, Florida.

ACTION REQUESTED: Approval and execution of First Amendment to Adequate Public Facilities Agreement for Hamlin West PD/UNP by and between Hamlin Retail Partners West, LLC and Orange County. District 1

JVW/JS:rep

Attachment

This instrument prepared by and after
recording return to:

BCC Mtg. Date: July 19, 2016

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

Tax Parcel I.D. No(s): 20-23-27-0000-00-007
20-23-27-0000-00-002
20-23-27-0000-00-027
19-23-27-0000-00-012

**FIRST AMENDMENT TO
ADEQUATE PUBLIC FACILITIES AGREEMENT
FOR HAMLIN WEST PD/UNP**

THIS FIRST AMENDMENT TO ADEQUATE PUBLIC FACILITIES AGREEMENT FOR HAMLIN WEST PD/UNP (the “**First Amendment**”), is effective as of the latest date of execution (the “**Effective Date**”), and is made and entered into by and between Hamlin Retail Partners West, LLC, whose address is 7586 West Sand Lake Road, Orlando, Florida 32819 (“**Owner**”) 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. Owner and County are parties to that certain Adequate Public Facilities Agreement for Hamlin West PD/UNP approved by the Orange County Board of County Commissioners on September 15, 2015, and recorded at O.R. Book 10988, Page 8089, Public Records of Orange County, Florida (the “**Original APF Agreement**”).

B. Owner has expanded the PD Property, as defined in the Original APF Agreement, by adding that certain additional land to the PD as more particularly described in the attached **Exhibit “A”** (the “**Additional PD Property**”). The Additional PD Property together with the PD Property is hereinafter referred to as (the “**Expanded PD Property**”).

C. Owner is the sole owner of all of the Expanded PD Property, the legal description of which is attached hereto as **Exhibit “B”** and graphically depicted in the attached **Exhibit “C.”**

D. As a result of adding the Additional PD Property, the Expanded PD Property now contains approximately 110.13 net developable acres of land.

E. When applied to the Expanded PD Property, the APF ratio now requires 21.59 acres of public facilities lands.

F. After applying the 11.24 APF Credits as referenced in the Original APF Agreement, the APF deficit for the Expanded PD Property has increased to 10.35 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; Defined Terms. The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms used in this First Amendment not otherwise defined herein shall have the meanings ascribed to them in the Original APF Agreement.

2. Amendment to Section 3, "APF Deficiency." The parties acknowledge the APF Deficiency for the Expanded PD Property is now 10.35 acres, amending the value cited in Section 3 to the Original APF Agreement.

3. Replacement of Exhibit "A." Exhibit "A" to the Original APF Agreement is hereby superseded and replaced by the attached and incorporated Exhibit "B," legally describing the Expanded PD Property.

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

5. Satisfaction of APF Deficiency. Owner acknowledges and agrees that as a prior condition of final approval of the initial plat within the PD Property, Owner 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 Owner from within the Town Center SAP.

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

a) Limitations on County's Remedies. Upon any failure by Owner to perform its obligations under this First Amendment, 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 First Amendment 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 Owner's Remedies. Upon any failure by County to perform its obligations under this First Amendment, 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 First Amendment by the other. Venue for any actions initiated under or in connection with this First Amendment shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

7. Binding Effect. This First Amendment 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 First Amendment, 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 First Amendment.

9. Notices. Any notice delivered with respect to this First Amendment 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: 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 1000
Orlando, FL 32801

10. Disclaimer of Third Party Beneficiaries. This First Amendment 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 First Amendment, 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 First Amendment or any provisions or conditions hereof, other than the parties hereto and their respective representatives, heirs, successors, and assigns.

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

12. Interpretation. This First Amendment 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 First Amendment are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this First Amendment.

13. Attorney Fees. Each party to this First Amendment 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 First Amendment.

14. Survival. The obligations of this First Amendment shall survive the conveyance of the APF Lands to County.

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

16. Entire First Amendment. This First Amendment 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 First Amendment.

17. Counterparts. This First Amendment 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 First Amendment by signing either such counterpart.

18. Authority to Contract. The execution of this First Amendment 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 First Amendment 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: 7.20.16

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

By: *Katie Smith*
Deputy Clerk

Katie Smith

Print: _____

HAMLIN RETAIL PARTNERS WEST, LLC

By: [Signature]
Scott T. Boyd, Manager

Date: 5/9/16

WITNESSES:

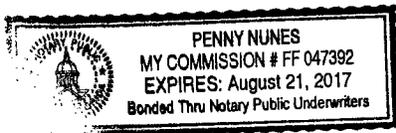
[Signature]
Print Name: Kevin Merideth

[Signature]
Print Name: Penny Nunes

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Scott T. 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 9th day of May, 2016. 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 9th day of May, 2016.



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

ADDITIONAL PD PROPERTY

LEGAL DESCRIPTION PARCEL 3

A parcel of land lying in the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Southeast corner of aforesaid Northeast 1/4 of Section 19 thence run North 89°59'53" West along the South line of said Northeast 1/4 of Section 19 for a distance of 255.49 feet to the POINT OF BEGINNING; thence continuing along said South line run North 89° 59' 53" West for a distance of 1382.37 feet to the point of cusp of a curve concave Northwesterly having a radius of 2000.00 feet, with a chord bearing of North 80° 53' 05" East, and a chord distance of 633.81 feet, thence run Northeasterly along the arc of said curve through a central angle of 18° 14' 04" for an arc distance of 636.50 feet to a point of tangency; thence run North 71° 46' 03" East for a distance of 329.96 feet to the point of curvature of a curve, concave Southeasterly having a radius of 922.50 feet, with a chord bearing of North 80° 53' 05" East, and a chord distance of 292.35 feet, thence run Easterly along the arc of said curve through a central angle of 18° 14' 04" for an arc distance of 293.58 feet to a point of tangency; thence run South 89° 59' 53" East for a distance of 203.86 feet to a point on the Westerly right-of-way of Avalon Road (County Road 545); thence run South 11° 10' 04" West along said Westerly right-of-way line a distance of 254.83 feet to the POINT OF BEGINNING.

Contains 4.15 acres more or less.

LEGAL DESCRIPTION PARCEL 4

A parcel of land lying in the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Southeast corner of aforesaid Northeast 1/4 of Section 19 thence run North 89°59'53" West along the South line of said Northeast 1/4 of Section 19 for a distance of 255.49 feet to a point on the West right-of-way line of Avalon Road (County Road 545); thence run North 11° 10' 04" East along said West right-of-way line for a distance of 412.82 feet to the POINT OF BEGINNING; thence departing said West right-of-way line run North 89° 59' 53" West for a distance of 234.45 feet to the point of curvature of a curve concave Southerly having a radius of 1077.53 feet with a chord bearing of South 87° 18' 53" West, and a chord distance of 101.03 feet; thence run Westerly along the arc of said curve through a central angle of 05° 22' 27" for an arc distance of 101.07 feet to a point on a non tangent line; thence run North 11° 10' 04" East for a distance of 461.07 feet; thence run North 00° 05' 51" West for a distance of 446.99 feet to a point on the South right-of-way line of McKinney Road according to Deed Book 709, Page 125 of the Public Records of Orange County, Florida; thence run North 89° 53' 31" East along said South right-of-way line for a distance of 330.23 feet to the point of intersection of said South right-of-way line and aforesaid West right-of-way line of Avalon Road (County Road 545); thence departing said South right-of-way line run South 00° 05' 45" East along said West right-of-way line for a distance of 124.46 feet to the point of curvature of a curve concave Westerly having a radius of 2456.48 feet with a chord bearing of South 01° 30' 56" West, and a chord distance of 138.16 feet; thence run Southerly along the arc of said curve through a central angle of 03° 13' 23" for an arc distance of 138.18 feet to a point on a non tangent line; thence departing said West right-of-way line run South 89° 54' 09" West for a distance of 236.34 feet; thence run South 00° 05' 51" East for a distance of 295.16 feet; thence run North 89° 54' 09" East for a distance of 210.61 feet to a point on aforesaid West right-of-way line; thence run along said West right-of-way line; South 02° 02' 33" East for a distance of 51.08 feet; thence run South 11° 10' 04" West a distance of 291.92 feet to the POINT OF BEGINNING.

Contains 5.21 acres more or less.

EXHIBIT A

EXPANDED PD PROPERTY

LEGAL DESCRIPTION - PARCEL 1

The South 1/2 of the Northwest 1/4 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 1/4 of the Northwest 1/4 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 said 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 of 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 14.33 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 on a non tangent curve, concave Southeasterly, having a radius of 1123.25 feet and a central angle of 43 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 point on 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

EXHIBIT B

Page 1 of 4

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 on 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; thence 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 on a 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 South right of way line a distance of 1071.27 feet; thence departing said South right 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 1/2 of the Northwest 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.

Contains 19.06 acres more or less.

LEGAL DESCRIPTION - PARCEL 2

The North 500.00 feet of the Northeast 1/4 of the Southeast 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 1/2 of the Southwest 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 1/2 of the Northwest 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 1/2 of the Northwest 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.

Contains 75.45 acres more or less.

EXHIBIT B

Page 2 of 4

LEGAL DESCRIPTION PARCEL 3

A parcel of land lying in the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Southeast corner of aforesaid Northeast 1/4 of Section 19 thence run North 89°59'53" West along the South line of said Northeast 1/4 of Section 19 for a distance of 255.49 feet to the POINT OF BEGINNING; thence continuing along said South line run North 89° 59' 53" West for a distance of 1382.37 feet to the point of cusp of a curve concave Northwesterly having a radius of 2000.00 feet, with a chord bearing of North 80° 53' 05" East, and a chord distance of 633.81 feet, thence run Northeasterly along the arc of said curve through a central angle of 18° 14' 04" for an arc distance of 636.50 feet to a point of tangency; thence run North 71° 46' 03" East for a distance of 329.96 feet to the point of curvature of a curve, concave Southeasterly having a radius of 922.50 feet, with a chord bearing of North 80° 53' 05" East, and a chord distance of 292.35 feet, thence run Easterly along the arc of said curve through a central angle of 18° 14' 04" for an arc distance of 293.58 feet to a point of tangency; thence run South 89° 59' 53" East for a distance of 203.86 feet to a point on the Westerly right-of-way of Avalon Road (County Road 545); thence run South 11° 10' 04" West along said Westerly right-of-way line a distance of 254.83 feet to the POINT OF BEGINNING.

Contains 4.15 acres more or less.

LEGAL DESCRIPTION PARCEL 4

A parcel of land lying in the Northeast 1/4 of Section 19, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the Southeast corner of aforesaid Northeast 1/4 of Section 19 thence run North 89°59'53" West along the South line of said Northeast 1/4 of Section 19 for a distance of 255.49 feet to a point on the West right-of-way line of Avalon Road (County Road 545); thence run North 11° 10' 04" East along said West right-of-way line for a distance of 412.82 feet to the POINT OF BEGINNING; thence departing said West right-of-way line run North 89° 59' 53" West for a distance of 234.45 feet to the point of curvature of a curve concave Southerly having a radius of 1077.53 feet with a chord bearing of South 87° 18' 53" West, and a chord distance of 101.03 feet; thence run Westerly along the arc of said curve through a central angle of 05° 22' 27" for an arc distance of 101.07 feet to a point on a non tangent line; thence run North 11° 10' 04" East for a distance of 461.07 feet; thence run North 00° 05' 51" West for a distance of 446.99 feet to a point on the South right-of-way line of McKinney Road according to Deed Book 709, Page 125 of the Public Records of Orange County, Florida; thence run North 89° 53' 31" East along said South right-of-way line for a distance of 330.23 feet to the point of intersection of said South right-of-way line and aforesaid West right-of-way line of Avalon Road (County Road 545); thence departing said South right-of-way line run South 00° 05' 45" East along said West right-of-way line for a distance of 124.46 feet to the point of curvature of a curve concave Westerly having a radius of 2456.48 feet with a chord bearing of South 01° 30' 56" West, and a chord distance of 138.16 feet; thence run Southerly along the arc of said curve through a central angle of 03° 13' 23" for an arc distance of 138.18 feet to a point on a non tangent line; thence departing said West right-of-way line run South 89° 54' 09" West for a distance of 236.34 feet; thence run South 00° 05' 51" East for a distance of 295.16 feet; thence run North 89° 54' 09" East for a distance of 210.61 feet to a point on aforesaid West right-of-way line; thence run along said West right-of-way line; South 02° 02' 33" East for a distance of 51.08 feet; thence run South 11° 10' 04" West a distance of 291.92 feet to the POINT OF BEGINNING.

Contains 5.21 acres more or less.

EXHIBIT B

Page 3 of 4

LEGAL DESCRIPTION PARCEL 5

That part of South 1/2 OF Northeast 1/4 of Section 19, Township 23 South, Range 27 East lying Easterly OF Avalon Road

Contains 0.08 acres more or less.

LEGAL DESCRIPTION - PARCEL 6:

The Northeast 1/4 of the Southeast 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 1/2 of the Southwest 1/4 of the Southwest 1/4, less the West 660 feet thereof; and the North 1/2 of the Southwest 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 1/4 of the Southeast 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 1/4 of the Southeast 1/4; Thence Southerly along said Easterly Right Of Way line a distance of 50.00 feet.

Contains 60.19 acres more or less.

AND:

LEGAL DESCRIPTION - PARCEL 7:

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

Contains 1.03 acres more or less.

EXHIBIT B
Page 4 of 4

EXPANDED PD PROPERTY

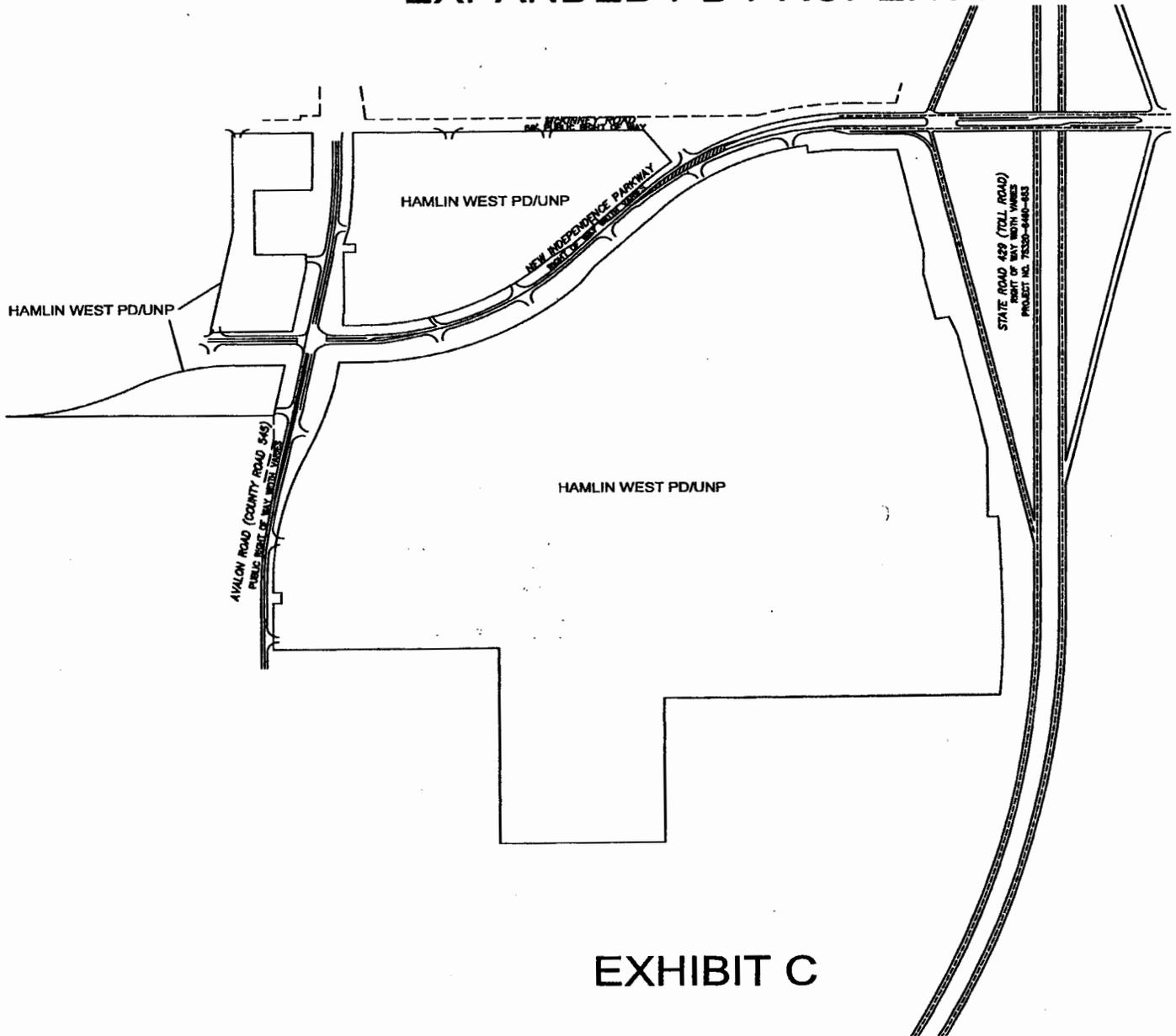


EXHIBIT C