

BCC Mtg. Date: July 12, 2016

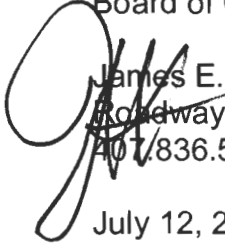


**Interoffice Memorandum**

**AGENDA ITEM**

June 20, 2016

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

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

SUBJECT: July 12, 2016 – Consent Item  
Adequate Public Facilities Agreement  
Winkey Groves PD

The Roadway Agreement Committee has reviewed an Adequate Public Facilities Agreement ("Agreement") between Hamlin Retail Partners West, LLC ("Owner") and Orange County for the dedication of right-of-way for New Independence Parkway Extension. Owner shall convey to Orange County a total of 7.56 acres of APF Land. The dedication of right-of-way shall serve to satisfy the Adequate Public Facilities requirement under the APF/TDR Ordinance which requires approximately 7.35 acres of public facilities lands to be provided from this property. An APF surplus in the amount of 0.21 acres will be available to the Owner. The Owner will also receive \$22,500 per acre for the conveyance of 7.56 acres of right-of-way for New Independence Parkway Extension for a total of \$170,100 in transportation impact fee credits.

The Roadway Agreement Committee approved the Right-of-Way Agreement on February 3, 2016. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

**ACTION REQUESTED: Approval and execution of Adequate Public Facilities Agreement for Winkey Groves PD (New Independence Parkway Extension) by and between Hamlin Retail Partners West, LLC and Orange County for the conveyance of 7.56 acres of APF Land providing \$170,100 in Transportation Impact Fee Credits and for the APF Surplus of 0.21 acres of APF Land. District 1**

JEH|HEGB: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

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

**ADEQUATE PUBLIC FACILITIES AGREEMENT  
FOR WINCEY GROVES PD**

**(New Independence Parkway Extension)**

**THIS ADEQUATE PUBLIC FACILITIES AGREEMENT FOR WINCEY GROVES PD** (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, a Florida limited liability company, whose mailing address is 7586 W. Sand Lake Road, Orlando, Florida 32819 (“**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 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 2010-2030 (the “**Comprehensive Plan**”) Future Land Use map with the “Village” land use designation and constitutes a portion of the Town Center in Horizon West, as same is described and depicted in the Town Center Specific Area Plan (“**Town Center SAP**”) approved by the Board of County Commissioners of Orange County, Florida (the “**BCC**”) on December 14, 2004.

C. The PD Property, known as the Wincey Groves Planned Development, 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 Wincey Groves PD has relied on the prior approvals of the Horizon West Study and the Town Center SAP, and on the Town Center SAP approvals and studies included in the SAP.

E. The Town Center SAP contemplates residential uses within the PD Property.

F. OWNER desires to develop the PD Property in accordance with the Wincey Groves LUP/UNP, 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. 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.

K. It is the intent of the parties that COUNTY will consider approval of the Wincey Groves PD with its consideration of this Agreement.

L. The PD Property contains approximately 37.51 acres of **net** developable land, and both the Town Center SAP and Section 30-714 of the APF/TDR Ordinance require 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 approximately 7.35 acres of public facilities lands.

N. As shown on the PD Land Use Plan for the Winney Groves PD, and as described in this Agreement, OWNER is providing 7.56 acre(s) of adequate public facilities land (the “**APF Land**”) to COUNTY, thereby creating an APF surplus of 0.21 acres.

**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 land for APF requirements (APF Lands) as follows:

a) Right(s)-of-way for the following transportation improvements /roads (depicted as APF Road ROW on the Master PD Land Use Plan):

New Independence Parkway Extension	Approximately 7.56 acres
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3. APF Surplus. The Town Center APF Ratio requires that Owner convey to County approximately 7.35 acres of APF Lands. This Agreement provides for conveyance of approximately 7.56 acres of APF Lands, thereby creating a 0.21 acre APF surplus.

4. APF Surplus. County hereby acknowledges that the aforementioned APF surplus will result in APF acreage credit equivalent to 0.21 acres of APF Lands, which APF Credits may be sold and/or assigned by Owner to other owners within the Town Center who do not have sufficient land within the boundaries of their PD(s) to satisfy the APF Ratio requirements. Such APF acreage credit may only be used within the Town Center.

5. Conveyance Procedure. The conveyance of the APF Lands shall be by general warranty deed or plat dedication, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. If by plat, the rest of this paragraph and provisions a) and b) below will not apply. Owner shall pay all costs associated with the conveyance of the APF Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the APF Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to Orange County, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance

occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance.

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

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

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

d) *Value of conveyed lands.* The parties agree that the value of the APF Lands, as determined in accordance with Chapter 23 of the Orange County Code, is \$170,100. This total results from an agreed-upon fair market value of \$22,500 per acre, or fraction thereof, and a total acreage of 7.56 acre(s). Promptly upon County's final acceptance of conveyance of the APF Lands, and County determination, to its satisfaction, that the New Independence Parkway westerly extension has been completed all the way west to U.S. 27, County shall credit on its books to the account of Owner, for purposes of Article IV of Chapter 23 of the Orange County Code, as amended, transportation impact fee credits in the amount of such aforementioned value of the APF Lands.

6. Refinement of Size and Location of APF Lands. The size and location of all APF Lands as depicted on the Master PD Land Use Plan are approximate, although the final size and location shall be substantially similar to that shown on the Winney Groves PD Land Use Plan. The dimensions and locations for a particular component of the APF Lands shall be finalized by

County and Owner prior to County approval of the Preliminary Subdivision Plan or Development Plan (“PSP/DP”) that includes the particular APF Lands, and shall be in full compliance with this Agreement. **County and Owner agree that the legal descriptions used to convey the APF Lands to County may be revised prior to conveyance based upon final engineering.**

7. **Option on Conveyance.** As an alternative to conveyance prior to or in connection with Planned Development approval, Owner has elected to convey at a later time, as contemplated by Sec. 30-714 of the APF/TDR Ordinance. The parties agree that, prior to conveyance to County for its intended purpose, Owner shall have the reasonable right to grade and to import or export fill material upon the APF Lands, subject to and in accordance with an approved grading permit and/or excavation/fill permit. Further, Owner agrees to relinquish control of the APF Lands and convey such APF Lands to County, upon demand by County, upon sixty (60) days notice. 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 such conveyance and payment of any APF fee in lieu of conveyance. For purposes of this Agreement, the parties agree that 5% of development is defined as final PSP approval by the County Board of County Commissioners (“BCC”) and completion of PSP and subdivision infrastructure improvements, but nevertheless prior to recording of a final plat. Until such demand by County, Owner may continue to use the APF Lands in a manner not inconsistent with County's intended use.

With respect to the APF Lands, 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 Lands. 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 Lands.

In the event that any of the above occurs, County may refuse to accept conveyance of the APF Lands and Owner may be required to pay an APF fee in lieu of conveyance or to convey alternative adequate public facilities lands 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.

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 Lands 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.

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

12. Notices. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

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

OWNER: Hamlin Retail Partners West, LLC  
7586 W. Sand Lake Road  
Orlando, Florida 32819  
Telephone: 407. 352.5858

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

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

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

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

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

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

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

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

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

[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,  
Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Deputy Clerk

Print Name: \_\_\_\_\_

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

By: BK HAMLIN RETAIL PARTNERS WEST, LLC, a  
Florida limited liability company, its Manager

By: [Signature]  
Scott T. Boyd, Manager

Date: 5/9/16

WITNESSES:

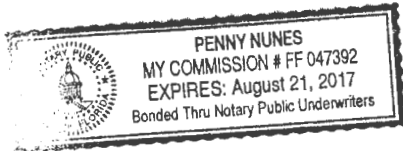
[Signature]  
Print Name: Kevin Merideth  
[Signature]  
Print Name: Penny Nunes

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Scott T. Boyd, Manager of BK Hamlin Retail Partners West, LLC, a Florida limited liability company, Manager of HAMLIN RETAIL PARTNERS WEST, LLC, a Florida limited liability company, 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: \_\_\_\_\_



**PARCEL DESCRIPTION**

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:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 23 SOUTH, RANGE 27 EAST RUN NORTH 89°59'53" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 19-23-27 FOR A DISTANCE OF 1637.86 FEET TO THE POINT OF BEGINNING;  
 THENCE CONTINUE NORTH 89°59'53" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1009.90 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 19-23-27;  
 THENCE RUN NORTH 00°05'23" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 750.81 FEET;  
 THENCE RUN NORTH 89°53'31" EAST FOR A DISTANCE OF 800.00 FEET; THENCE RUN NORTH 00°05'23" WEST FOR A DISTANCE OF 362.50 FEET; THENCE RUN NORTH 89°53'31" EAST FOR A DISTANCE OF 35.00 FEET; THENCE RUN NORTH 00°05'23" WEST FOR A DISTANCE OF 50.00 FEET;  
 THENCE RUN SOUTH 89°53'31" WEST FOR A DISTANCE OF 35.00 FEET; THENCE RUN NORTH 00°05'23" WEST FOR A DISTANCE OF 132.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MCKINNEY ROAD AS RECORDED IN DEED BOOK 709, PAGE 125, OFFICIAL RECORDS, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 89°53'31" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1427.42 FEET; THENCE RUN SOUTH 00°05'51" EAST FOR A DISTANCE OF 446.99 FEET; THENCE RUN SOUTH 11°10'04" WEST FOR A DISTANCE OF 461.07 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 1077.50 FEET, WITH A CHORD BEARING OF NORTH 87°18'53" EAST, AND A CHORD DISTANCE OF 101.03 FEET, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°22'28" FOR A DISTANCE OF 101.07 THE POINT OF TANGENCY THENCE RUN SOUTH 89°59'53" EAST FOR A DISTANCE OF 234.45 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF AVALON ROAD (COUNTY ROAD 545); THENCE RUN SOUTH 11°10'04" WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 157.99 FEET; THENCE RUN NORTH 89°59'53" WEST FOR A DISTANCE OF 203.86 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 922.50 FEET, WITH A CHORD BEARING OF SOUTH 80°53'05" WEST, AND A CHORD DISTANCE OF 292.35 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°14'04" FOR A DISTANCE OF 293.58 FEET TO THE POINT OF TANGENCY; THENCE RUN SOUTH 71°46'03" WEST FOR A DISTANCE OF 329.96 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 2000.00 FEET, WITH A CHORD BEARING OF SOUTH 80°53'05" WEST, AND A CHORD DISTANCE OF 633.81 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°14'04" FOR A DISTANCE OF 636.50 FEET TO THE POINT OF TANGENCY AND THE POINT OF BEGINNING.

**NOTE:**

PARCEL DESCRIPTION PROVIDED BY ALLEN AND COMPANY, DATED 12/28/2015.

CONTAINING 2334706 SQUARE FEET, 53.60 ACRES MORE OR LESS.

<b>KELLY, COLLINS &amp; GENTRY, INC.</b>	Scale: 1" = 2000'	<b>WINCEY GROVES</b>
	Date: 02-18-2016	
ENGINEERING / PLANNING	S: 19 T: 23 R: 27	Exhibit: LEGAL DESCRIPTION Source: ALLEN & COMPANY Area: ORANGE COUNTY, FL
	Job # : 1137.000	
	Drawn by: BMR Appvd. by: SCF	
		1 of 2

EXHIBIT "A"

### Project Area Location Map

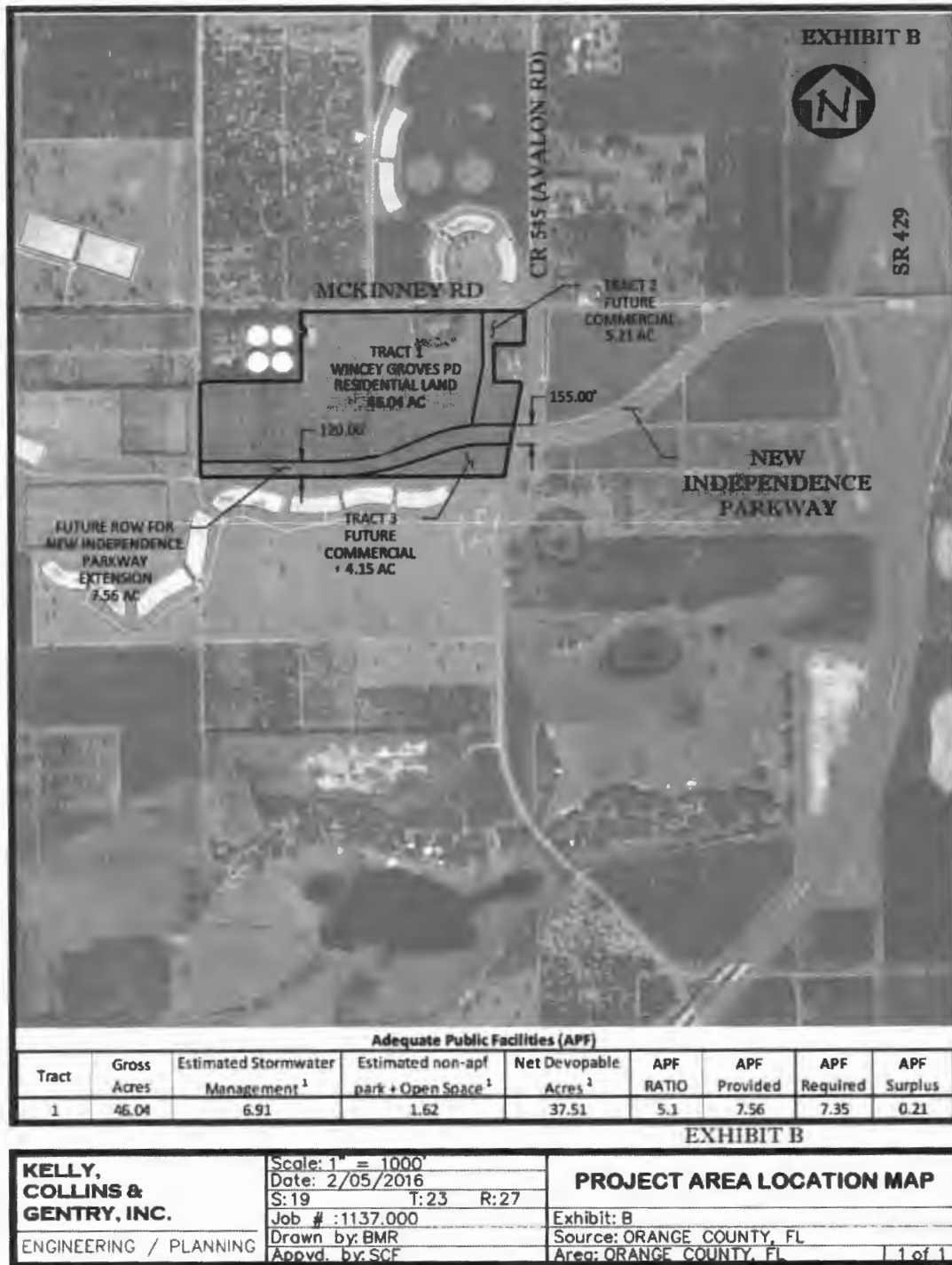


EXHIBIT "B"