

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Second Public Hearing for Wildwood Warehouse Chapter 163 Development Agreement - 5:30 p.m. Public Hearing (Staff recommends approval).

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**REQUESTED ACTION:** **Approve Agreement.**

Work Session (Report Only)    **DATE OF MEETING:** May 25, 2010  
 Regular Meeting                       Special Meeting

**CONTRACT:**  N/A    Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_    Termination Date: \_\_\_\_\_  
Managing Division / Dept: Planning

**BUDGET IMPACT:** \_\_\_\_\_  
 Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

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**HISTORY/FACTS/ISSUES:**

The Development Review Committee is compiled of staff from several county agencies and consulting engineers. The Committee meets weekly to review applications for Use and Development Permits. The DRC's recommendations are then forwarded to the BOCC. The plans were reviewed and found to be in compliance with the Land Development Code with only minor changes required.

**Wildwood Warehouse Complex – Major Development – F.S. Chapter 163 Agreement**

Property Owner: ALPE Properties, LLC - Property Developer: Jorge Perez - Property Location: SR 44 1/10 mile east of CR 44A/Wildwood - Total Acreage of Project: 7.183 acres MOL - Project Proposal: Construct 2 -250 sq ft offices & 2 - 9,750 sq ft warehouses and associated infrastructure.

A Local Government Development Agreement, pursuant to Chapter 163, Florida Statutes, is a tool used by local governments throughout Florida to provide for long term certainty to the local government regarding development uses, densities, and intensities, and infrastructure needs; while the developer is provided long term certainty in development standards.

Chapter 163, Florida Statutes, requires the County to hold two (2) public hearings to execute a Development Agreement. The first public hearing was held on May 11, 2010. This is the second and final public hearing.

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Prepared by:  
Jason E. Merritt, Esquire  
Shuffield, Lowman & Wilson, P.A.  
1000 Legion Place, Suite 1700  
Orlando, Florida 32801

## SITE AND CONCURRENCY DEVELOPMENT AGREEMENT PURSUANT TO CHAPTER 163, FLORIDA STATUTES

This Site and Concurrency Development Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between **Alpe Properties, LLC**, a Florida limited liability company (“Alpe”); **Oscar Alvarez** (“Alvarez”); and **Sumter County, Florida**, a political subdivision of the State of Florida (“County”).

### R E C I T A L S

A. Sections 163.3220 through 163.3243, Florida Statutes, commonly known as The Florida Local Government Development Agreement Act (the “Act”), authorizes local governments to enter into development agreements with developers in accordance with the terms and procedures established in said Act.

B. Alpe owns certain real property located in Sumter County, Florida, which is more particularly described on Exhibit “A” (the “Alpe Property”).

C. Alvarez owns certain real property located in Sumter County, Florida, which is more particularly described on Exhibit “B” (the “Alvarez Property”).

D. The Alpe Property and the Alvarez Property are the subject of that certain Memorandum of Agreement dated August 9, 2005 between the County and Alvarez, which was recorded on August 11, 2005 in Official Records Book 1424, Page 251 of the Official Records of Sumter County, Florida (the “Memorandum of Agreement”).

E. Alpe has submitted a proposed site plan for the development of the Alpe Property, a copy of which is attached hereto as Exhibit “C” (the “Site Plan”).

F. County, Alpe and Alvarez are entering into this Agreement for the purpose of amending and restating the Memorandum of Agreement and, upon the effectiveness of this Agreement, the terms of this Agreement shall control the development of the Alpe Property and the Alvarez Property and the Memorandum of Agreement shall be of no further force or effect.

G. As required by the Act, County has held two public hearings to consider this Agreement and has found that the execution of this Agreement will further the objectives of the Local Government Comprehensive Planning and Land Development Regulation Act and has further found that this Agreement, and all development contemplated hereby, is consistent in all respects with the terms and provisions of the Comprehensive Plan of the County as well as the Land Development Regulations of the County.

H. Prior to the execution of this Agreement and the hearings set forth above, County provided Notice of Intent to consider entering into this Agreement to all interested parties in accordance with applicable law.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true, correct and are hereby incorporated as terms.

2. Restatement. This Agreement hereby amends and restates the provisions of the Memorandum of Agreement. Upon the effectiveness of this Agreement the terms of the Memorandum of Agreement shall be superceded and shall no longer be of any further force and effect and the terms of this Agreement shall control and govern development of the Alpe Property and the Alvarez Property.

3. Definitions. For purposes of this Agreement, in addition to any terms which may be specifically defined elsewhere in this Agreement, the following terms shall have the following meanings:

3.1 "Agreement" shall mean this Chapter 163 Site and Concurrency Development Agreement, as the same may be subsequently amended.

3.2 "DCA" shall mean the State of Florida Department of Community Affairs.

3.3 "SWFWMD" shall mean the Southwest Florida Water Management District, an agency of the State of Florida.

3.4 "FDOT" shall mean the Florida Department of Transportation.

3.5 "Owners" shall mean Alpe and Alvarez, individually or collectively as the context so requires and their respective heirs, successors and assigns.

3.6 "Project" shall mean the development of the Alpe Property in accordance with the following conceptual plan:

3.6.1 The Alpe Property will be developed as a commercial development under the zoning classification of Commercial Heavy as provided in County's Land Development Regulations.

3.6.2 Development of the Alpe Property shall be in accordance with the Site Plan attached as Exhibit "C".

- 3.7 “Property” shall mean the real property which is the subject of this Agreement and shall consist of the Alpe Property, as described on Exhibit “A”, and the Alvarez Property, as described on Exhibit “B”. All development of the Property shall be subject to, and in accordance with, the provisions of this Agreement.
- 3.8 “Public Facilities” shall mean those facilities that are identified in Section 14.
- 3.9 “Effective Date” shall mean the earliest date when both of the following have occurred, 1) an executed copy of this Agreement has been recorded in the Public Records of the County and 2) thirty (30) days has been passed from the date County has provided a fully executed copy of this Agreement to DCA.

4. Duration of Agreement. This Agreement shall have a term of twenty (20) years, commencing on the Effective Date of this Agreement.

5. Permitted Development Uses. Permitted uses of the Property, subject to any restrictions imposed by the terms of this Agreement, shall be as follows:

Table 5.1

<b>Permitted Uses</b>	<b>Parcel</b>	<b>Development Intensity</b>	<b>Maximum Height</b>
Commercial Office; warehousing, distribution, construction and contractor’s yard; storage	Alpe Property	20,000 sq. ft.	35 feet*
Conservation	Alvarez Property	N/A	N/A

\*The maximum building height for buildings located on the Property shall be thirty-five feet (35’), except for fully sprinkled structures which shall have a maximum height of fifty feet (50’). Application of this design criteria shall not include uninhabitable architectural or mechanical features.

5.1 Change of Use. Any use, intensity and height set forth in Table 5.1 may be changed by any owner of the Property or part thereof, pursuant to the terms of the following:

Should any Owner of the Property, or part thereof, desire to use the Property, or part thereof, in a manner which is not provided in Table 5.1, then such owner must obtain an amendment to the Property’s land use classification or zoning classification, or both, as applicable, as well as the modification of this Agreement.

6. Utilities. Potable water and sanitary sewer service for any development within or on the Property shall be provided by the City of Wildwood and County shall have no obligation to manage, repair, fix or operate these utilities.

7. Roads and Access.

7.1 Generally. No publicly dedicated roadways will be constructed within the Property and County shall have no obligation for the improvement or maintenance of any roadways. Non-publicly dedicated roadways may be constructed in accordance with the Site Plan.

7.2 Alpe Property Access. Subject to any permitting requirements imposed by FDOT, a public driveway access connection to S.R. 44 will be provided on the Alpe Property. No driveway access shall be allowed to any lot from C.R. 44A; however, Alpe shall retain the right to apply for such access in the future.

8. Stormwater Management. Stormwater drainage, runoff and retention shall be pursuant to development orders or permits issued by SWFWMD, or development orders or permits as amended by SWFWMD and as required by the County's Development Code. All of the Property which is developed as part of the Project shall be served by a storm water management system designed in accordance with the regulations of SWFWMD and County and permitted by SWFWMD. County shall have no obligation for the construction of stormwater management system improvements or the maintenance of stormwater management systems on the Property.

9. Building Setbacks. Building setbacks for development of the Project shall be as follows:

10.

Table 9.1

Type of Setback	Feet
Side and Rear Property Lines	15 feet
S.R. 44 Property Line	75 feet from right of way line or 140 feet from center line, whichever is greater
C.R. 44A Property Line	35 feet from right of way line or 60 feet from centerline, whichever is greater

11. Building Height. The maximum building height for buildings located on the Property shall be thirty five feet (35') except for fully sprinkled buildings, which shall not exceed fifty feet (50') in height. Application of this design criteria shall not include uninhabitable architectural or mechanical features.

12. Development of Alvarez Property. The Alvarez Property will not be developed for commercial use and no future impervious area is proposed. The Alvarez Property will be used for conservation and/or wetlands mitigation purposes for this Project.

13. Parking. Each paved parking space within the Property shall contain a rectangular area at least twenty feet (20') long and ten feet (10') wide. Each paved handicapped parking space shall contain a rectangular area at least twenty feet (20') long and twelve feet (12') wide. The handicapped parking area shall follow the guidelines of the Florida Accessibility Code Section 11-46. Lines demarcating parking spaces may be drawn at various angles in relation to the curb and aisles, so long as the parking spaces so created contain within them the required rectangular area. The number of required parking spaces shall be in accordance with the applicable provisions of the County's Development Code.

14. Development Permits Required.

13.1 Local Development Permits. The local development permits approved or needed to be approved for the development of the Project and the status of each such permit is as set forth on Table 13.1.

Table 13.1

PERMIT	STATUS
Sumter County approval of the Preliminary/Engineering Plan for the Project	In Progress
Southwest Florida Water Management District Environmental Resources Permit	Completed
Florida Department of Transportation Connection Permit	Completed and Approved
Florida Department of Transportation Drainage Permit	In Progress Approval Est. 10-2009
Florida Department of Environmental Notice of Intent to Use Generic Permit for Stormwater Discharge from Large & Small Construction Activities (NPDES)	Completed and Approved
Florida Department of Environmental Notice of Intent to Use General Permit for Construction of Water Main Extensions for PWSs	Completed and Approved
Florida Department of Environmental Notification/ Application for Constructing a Domestic Wastewater Collection/Transmission System	Completed and Approved
City of Wildwood Utility Concurrency Application	Completed and Approved

Nothing in this Agreement shall be deemed to obviate any Owners' compliance with the terms and provisions of each such permit as is identified above, nor to obligate County to grant any of the permits, actions or approvals enumerated in Table 13.1 above.

- 13.2 Additional Permits. The failure of this Agreement to address any particular permit, condition, term or restriction on development shall not relieve the Owners of the necessity of complying with any law governing said permitting requirement, condition, term or restriction with respect to the contemplated development of the Project by the Owners, as applicable.
- 13.3 Additional Conditions. County reserves the right to impose additional conditions, terms, restrictions or other requirements determined to be necessary by County for the public health, safety and welfare of its citizens with respect to the development contemplated by this Agreement, provided that such conditions, terms or restrictions shall not be in contravention of the terms of this Agreement.

15. Public Facilities. The public facilities that will service the Project, the person or entity who shall provide such Public Facilities, and the date which any new Public Facilities, if any, must be constructed, are as follows:

- 14.1 Transportation Facilities. All of the Property is located within the jurisdictional boundaries of the County. This Agreement and the obligations of the Owners hereunder constitute, to the extent requested, a Concurrency Development Agreement to mitigate the future traffic facilities impacts on the development of the Project.
- 14.2 Potable Water. Potable water services for the Project will be provided by the City of Wildwood. The City of Wildwood presently has sufficient permitted constructed capacity, unreserved, to service the development of the Project.
- 14.3 Sanitary Sewer. Sanitary sewer service for the Project will be provided by the City of Wildwood. The City of Wildwood has sufficient permitted and constructed capacity, unreserved, to service the development of the Project.
- 14.4 Solid Waste Collection. Solid waste collection services for the Project will be provided by a private solid waste hauler. Solid waste disposal for the Project will be provided by the County's solid waste facility. The County's solid waste facility has sufficient permitted and constructed capacity, unreserved, to service the development of the Project.

14.5 Fire Services. Fire services for the Project will be provided by the County, and the County presently has sufficient permitted and constructed fire services capacity to provide fire services for the Project without a decrease in the level of service provided.

16. Termination. Termination of this Development Agreement shall be in accordance with the following provisions:

15.1 Termination by County. If County finds Owners have failed to comply with the terms of this Agreement, County may, after written notice to Owners designating a reasonable time to cure any such non-compliance by Owners, terminate or modify this Agreement, provided that if a modification order to be made by County is not accepted in writing by Owners within the time prescribed by County, this Development Agreement may be terminated by County. A determination of non-compliance pursuant to this sub-paragraph shall be made only after public hearing, notice of which, specifying the alleged acts or omissions of Owners considered by County to be a failure of compliance under the terms of this Agreement, shall be provided to Owners not less than twenty (20) days prior to such public hearing. At the hearing County's representatives and Owners shall be entitled to present evidence and argument on all issues presented, and to submit rebuttal evidence.

15.2 Termination by Mutual Consent. This Agreement may be terminated by the mutual agreement of Owners and County, evidenced by writing and signed by appropriate representatives of each party. If under the terms of this Agreement Owners are obligated to construct improvements to traffic facilities which are owned by or located in the County, termination of this Agreement by County and Owners will require the consent and joinder of the County in order to release Owners from the obligations to construct the required traffic improvements, if such improvements must be constructed under the terms of this Development Agreement.

15.3 Effect of Termination.

15.3.1 Upon (a) a termination of this Agreement under the provisions of sub-section 15.1; or (b) the expiration of the term of this Agreement; the provisions of Sections 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement shall remain in full force and effect and shall be binding upon Owners and any successor-in-title to Owners to the Property or any portion thereof.

15.3.2 In the event of the termination of this Agreement under the provisions of sub-section 15.2 above, all of the rights of Owners and County and hereunder shall terminate and subsequent development of the Property shall be limited to uses permitted in

the then-existing land use designation of the Property (or any portions thereof) as set forth on the Future Land Use Map of County's Comprehensive Plan, and any then-existing zoning classification of the Property, or any portions thereof, or any subsequent amendments thereto.

17. Conflict. In the case of a conflict between the terms of this Agreement and County's Zoning Code, the terms of this Agreement shall control. Matters not specifically addressed in this Agreement shall be controlled by the terms and provisions of County's Zoning Code, as then amended.

18. Binding Effect. The terms and conditions set forth in this Agreement shall inure to the benefit of Owner, as the Owner of the Property, and any successor-in-title to Owner as to the Property or any portion thereof, and shall additionally constitute a covenant running with title to the Property or any portions thereof, and shall be legally binding upon any heirs, assigns, and successors-in-title or interest to the Owner of the Property or any portion thereof.

19. Enforcement. Enforcement of this Agreement shall be undertaken through the Sumter County Board of County Commissioners ("County Commission"). Upon approval of this Agreement the Property shall only be used for the Permitted Uses described herein. No changes in the Permitted Uses, further expansion of the Permitted Uses, addition to the Permitted Uses, or addition to the facilities shall be permitted except as approved by formal amendment of this Agreement.

20. General Provisions.

19.1 Notices.

19.1.1 Effective Date of Notices. Any notice required or permitted hereunder, and all demands and requests given or required to be given by and party hereto to another Party, shall be in writing unless otherwise provided herein and shall be deemed given (a) when received if personally delivered or sent by telex, telegram, or facsimile, or (b) if sent by Federal Express (which terms shall be deemed to include within it any other nationally recognized reputable firm of overnight couriers) one (1) day after depositing with Federal Express, charges prepaid, before its deadline for next day delivery, or (c) if mailed, five (5) days after mailing if such notice has been delivered to the United States Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt, addressed as set forth in this Section.

19.1.2 County's Address. If given to Sumter County any notice hereunder shall be addressed and given as follows:

Sumter County, Florida  
Attn: County Administrator  
910 North Main Street  
Bushnell, Florida 33513

With copy to: Sumter County Attorney  
910 North Main Street  
Bushnell, Florida 33513

With additional copy to: Sumter County Planning Department  
910 North Main Street  
Bushnell, Florida 33513

19.1.3 Current Owners' Addresses. If given to current Owners, any notice hereunder shall be addressed and given as follows:

Alpe Properties, LLC  
Attn: Jorge Perez  
11640 Boggy Creek Road  
Orlando, Florida 32824

Oscar Alvarez  
11640 Boggy Creek Road  
Orlando, Florida 32824

19.1.4 Modification of Address. Any party hereto may change the address or addresses to which a Notice is to be sent, or the facsimile number, by given written notice of such change to the other Parties to this Agreement in the manner provided herein.

19.2 Litigation. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.

19.3 Binding Effect. The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

- 19.4 Amendment. This Agreement shall not be amended or modified except by an amendment in writing, executed by all parties hereto in the same form as this Agreement.
- 19.5 Severability. In the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not effect the enforceability or the validity of the remaining provisions of this Agreement.
- 19.6 Successor and Assigns. All covenants and agreement in this Agreement made by or on behalf of any parties hereto shall bind and inure to the benefit of the respective successors and assigns of this parties hereto, whether so expressed or not.
- 19.7 Applicable Law. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceedings arising out of this Agreement shall be Sumter County, Florida.
- 19.8 Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

IN WITNESS WHEREOF, the parties have set their hand and seal on the day and year first above written.

**[SEE ATTACHED SEPARATE SIGNATURE PAGES]**

**SIGNATURE PAGE OF SUMTER COUNTY, FLORIDA  
TO  
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT  
BETWEEN SUMTER COUNTY, ALPE PROPERTIES, LLC  
AND OSCAR ALVAREZ**

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**SUMTER COUNTY, a Political  
Subdivision of the State of Florida**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Chairman Board of County Commissioners

APPROVED AS TO FORM AND  
CONTENT BY SUMTER COUNTY  
ATTORNEY:

ATTEST:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Assistant County Attorney

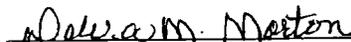
\_\_\_\_\_  
\_\_\_\_\_, Clerk

APPROVED BY SUMTER COUNTY COMMISSION ON: \_\_\_\_\_

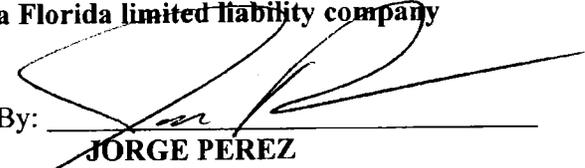
**SIGNATURE PAGE OF ALPE PROPERTIES, LLC  
TO  
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT  
BETWEEN SUMTER COUNTY, ALPE PROPERTIES, LLC  
AND OSCAR ALVAREZ**

Signed and sealed in our presence  
as witnesses:

  
Printed Name: LISA NAMITA

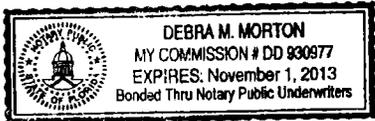
  
Printed Name: DEBRA M. MORTON

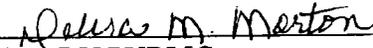
**ALPE PROPERTIES, LLC**  
a Florida limited liability company

By:   
**JORGE PEREZ**  
Managing Member

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was acknowledged before me by JORGE PEREZ as Managing Member of ALPE PROPERTIES, LLC, a Florida limited liability company, on its behalf. *on February 11, 2010.*



  
NOTARY PUBLIC

Name of Notary Public  
(Typed, Printed or stamped)

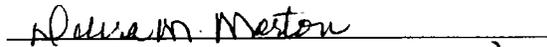
Personally Known \_\_\_\_\_ OR Produced Identification ✓  
Type of Identification Produced: FLORIDA DRIVERS LICENSE

**SIGNATURE PAGE OF OSCAR ALVAREZ  
TO  
SITE AND CONCURRENCY DEVELOPMENT AGREEMENT  
BETWEEN SUMTER COUNTY, ALPE PROPERTIES, LLC  
AND OSCAR ALVAREZ**

Signed and sealed in our presence  
as witnesses:

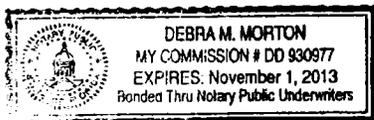
  
Printed Name: Lisa Hamite

  
OSCAR ALVAREZ

  
Printed Name: DEBRA M. MORTON

STATE OF FLORIDA  
COUNTY OF DRANGE

The foregoing SITE AND CONCURRENCY DEVELOPMENT AGREEMENT was  
acknowledged before me by OSCAR ALVAREZ. on February 11, 2010.



  
NOTARY PUBLIC

Name of Notary Public  
(Typed, Printed or stamped)

Personally Known \_\_\_\_\_ OR Produced Identification ✓  
Type of Identification Produced: FLORIDA Drivers License

## EXHIBIT "A"

### LEGAL DESCRIPTION – ALPE PROPERTY

THAT PART OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA LYING EASTERLY OF STATE ROAD 44 AND SOUTHERLY OF COUNTY ROAD 44A, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAID ROAD STATE ROAD 44 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 44A (SAID SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 44A BEING 33 FEET FROM CENTER OF ROAD); THENCE S 37°37'43" E ALONG THE SAID EASTERLY RIGHT OF WAY LINE FOR STATE ROAD 44, A DISTANCE OF 195.50; THENCE N 89°57'02" W ALONG THE SAID EASTERLY RIGHT OF WAY LINE FOR STATE ROAD 44, A DISTANCE OF 18.95 FEET; THENCE 37°38'15" E ALONG THE SAID EASTERLY RIGHT OF WAY FOR STATE ROAD 44, A DISTANCE OF 320.44 FEET; THENCE S 52°18'21" W ALONG THE SAID EASTERLY RIGHT OF WAY LINE FOR STATE ROAD 44, A DISTANCE OF 10.05 FEET; THENCE S 37°41'49" E ALONG THE SAID EASTERLY RIGHT OF WAY LINE FOR STATE ROAD 44, A DISTANCE OF 195.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 37°41'49" E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR STATE ROAD 44, A DISTANCE OF 304.16 FEET; THENCE N 52°20'07" E ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD 44, DISTANCE OF 9.96 FEET; THENCE S 37°39'14" E ALONG SAID EASTERLY RIGHT OF WAY LINE OF STATE ROAD 44, A DISTANCE OF 97.00 FEET; THENCE N 61°05'26" E A DISTANCE OF 614.81 FEET; THENCE N 88°04'51" E A DISTANCE OF 34.93 FEET; THENCE N 00°19'33" E A DISTANCE OF 398.67 TO THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 44A; THENCE S 89°47'20" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 131.00 FEET; THENCE S 61°05'26" W A DISTANCE OF 796.80 FEET TO THE POINT OF BEGINNING.  
CONTAINING 7.183 ACRES MORE OR LESS.

## EXHIBIT "B"

### LEGAL DESCRIPTION – ALVAREZ PROPERTY

THAT PART OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA LYING EASTERLY OF STATE ROAD 44 AND SOUTHERLY OF COUNTY ROAD 44A, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF SAID ROAD STATE ROAD 44 AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 44A (SAID SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 44A BEING 33 FEET FROM CENTER OF ROAD); THENCE S 37°37'43" E ALONG THE SAID EASTERLY RIGHT OF WAY LINE FOR STATE ROAD 44, A DISTANCE OF 195.50 FEET; THENCE N 89°57'02" W ALONG THE SAID EASTERLY RIGHT OF WAY LINE FOR STATE ROAD 44, A DISTANCE OF 18.95 FEET; THENCE S 37°38'15" E ALONG THE SAID EASTERLY RIGHT OF WAY LINE FOR STATE ROAD 44, A DISTANCE OF 320.44 FEET; THENCE S 52°18'21" W ALONG THE SAID EASTERLY RIGHT OF WAY LINE FOR STATE ROAD 44, A DISTANCE OF 10.05 FEET; THENCE S 37°41'49" E ALONG SAID EASTERLY RIGHT OF WAY LINE FOR STATE ROAD 44, A DISTANCE OF 499.82 FEET; THENCE N 52°20'07" E A DISTANCE OF 9.96 FEET; THENCE S 37°39'14" E, A DISTANCE OF 97.00 FEET FOR A POINT OF BEGINNING; THENCE N 61°05'26" E A DISTANCE OF 614.81 FEET; THENCE N 88°04'51" E A DISTANCE OF 34.93 FEET; THENCE S 35°47'15" W, A DISTANCE OF 663.44 FEET; THENCE N 37°38'59" W, A DISTANCE OF 302.93 FEET TO THE POINT OF BEGINNING. CONTAINING 2.324 ACRES, MORE OR LESS.

