



Legislation Text

File #: 26-0205, **Version:** 1

Interoffice Memorandum

DATE: January 21, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Ed Torres, M.S., P.E., LEED AP, Director, Utilities

CONTACT: Lindy Wolfe, P.E., LEED AP, Manager, Engineering Division

PHONE: 407-254-9918

DIVISION: Engineering Division

ACTION REQUESTED:

Approval and execution of Water and Wastewater Flow Monitoring Agreement by and between Northrop Grumman Systems Corporation and Orange County for an initial 10-year period to monitor water usage and wastewater discharges from the facility. District 2. (Engineering Division)

PROJECT: N/A

PURPOSE: The property owner, Northrop Grumman Systems Corporation, is renovating an existing facility to expand its microelectronics manufacturing capabilities at 2787 S Orange Blossom Trail, Apopka, Florida 32703. Water and wastewater capital charges for the property were determined based on flow estimates pursuant to subsections 37-5(b)(4)b and 37-5(b)(5)b, respectively, of the Orange County Code.

The property owner has submitted a signed and sealed engineering study estimating water and wastewater flows and has agreed to enter into a Flow Monitoring Agreement with the Utilities Department.

The agreement provides for an initial 10-year period to monitor the water usage and wastewater discharges from the facility. The County may extend the monitoring period in the event of a material breach by the property owner, as described in the agreement. During the term of the agreement, a monthly monitoring fee will be assessed, and additional capital charges will be levied if the six-month average water or wastewater flow exceeds the signed and sealed engineering estimate at any time.

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The County Attorney's Office and Risk Management Division reviewed the agreement and find it acceptable as to form. Utilities Department staff recommends approval.

BUDGET: N/A

BCC Mtg. Date: February 10, 2026

Prepared By:
Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825-7600

Return To:
Northrop Grumman Systems Corporation
2787 South Orange Blossom Trail
Apopka, Florida 32703
Attn: Facilities Manager

WATER AND WASTEWATER FLOW MONITORING AGREEMENT

THIS WATER AND WASTEWATER FLOW MONITORING AGREEMENT (the “**Agreement**”) is made and entered into as of the date later executed below by and between **Northrop Grumman Systems Corporation**, a Delaware corporation (the “**Owner**”), whose address is 2980 Fairview Park Drive, Falls Church, Virginia 22042, and **Orange County**, a charter county and political subdivision of the State of Florida (the “**County**”), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801. In this Agreement, the Owner and the County may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, Section 37-5, Orange County Code (the “**Code**”), provides for the assessment of water and wastewater capital charges for (a) new connections to the water and wastewater system and for (b) increased flows from the water system and to the wastewater system due to altering the interior or use of a structure; and

WHEREAS, establishments that have water and wastewater flows in addition to flows associated with standard Orange County Factors, as described in subsections 37-5(b)(4)b and 37-5(b)(5)b, respectively, of the Code, must submit estimates of water and wastewater flows; and actual flows may be subject to monitoring to verify the accuracy of the flow estimates; and

WHEREAS, water and wastewater capital charges for the Owner’s property described below have been determined based on flow estimates calculated pursuant to subsections 37-5(b)(4)b and 37-5(b)(5)b, respectively, of the Code; and

WHEREAS, pursuant to subsection 37-5(b)(1) of the Code, capital charges, and the right to service related thereto, are valid only for the property specified in the application for service; and the rights related to the capital charges may not be transferred or sold for use on any other property; and

WHEREAS, the Owner owns certain property located at 2787 S Orange Blossom Trail Apopka, Florida, 32703, which is located within unincorporated Orange County and

is more particularly described in **Exhibit “A”**, attached to and incorporated in this Agreement by this reference (the **“Property”**); and

WHEREAS, the Property is located within the County’s water and wastewater service territories and, therefore, the County is the appropriate provider of water and wastewater services; and

WHEREAS, the Owner is renovating an existing facility to expand its microelectronics manufacturing capabilities (the **“Facility”**) on the Property, which is more particularly shown on **Exhibit “B”**, attached to and incorporated in this Agreement by this reference; and

WHEREAS, the County determined it has sufficient existing infrastructure to accept a maximum of 55 gallons per minute (**“gpm”**) peak hourly flow wastewater discharge from the Property (**“Peak Hourly Wastewater Flow”**); and

WHEREAS, the Owner submitted to the County an engineering study, signed and sealed by a professional engineer licensed in the State of Florida (the **“Engineering Study”**). The Engineering Study combined with historical billing data results in an estimated operational water flow for the Facility of 123.192 Equivalent Residential Connections (**“ERCs”**), which are equivalent to 30,888 gallons per day (**“gpd”**) (the **“Current Capacity Water Flow”**); and

WHEREAS, the Engineering Study combined with historical billing data also results in an estimated operational wastewater flow for the Facility of 70.761 Equivalent Residential Units (**“ERUs”**), which are equivalent to 16,688 gpd (the **“Current Capacity Wastewater Flow”**); and

WHEREAS, the Current Capacity Water Flow and the Current Capacity Wastewater Flow together constitute the Property’s current capacity flow (the **“Current Capacity Flow”**); and

WHEREAS, prior to the Agreement, the Owner purchased water and wastewater capacity in the amount of 25.353 ERCs and 25.353 ERUs (together, the **“Previously Purchased Capacity Flow”**); and

WHEREAS, the Owner has (i) submitted to the County construction plans for approval (the **“Construction Plans”**), (ii) paid capital charges for the Current Capacity Flow, and (iii) obtained Orange County Building Permit B24904821 (the **“Building Permit”**) for the renovation of the Facility; and

WHEREAS, the Owner has installed (i) a deduct meter in the piping that feeds water to the manufacturing process (the **“Deduct Meter”**) and (ii) two add-back meters that monitor water discharged by the manufacturing process (the **“Add-Back Meters”**). In this Agreement, the Deduct Meter and Add-Back Meters may be referred to collectively as

the “**Specialty Meters.**” The Specialty Meters may be used to monitor the Owner’s monthly wastewater generated from the manufacturing process.

NOW, THEREFORE, in consideration of fees and charges specified in this Agreement, the covenants contained in this Agreement, and other good and valuable consideration, the receipt of which is acknowledged, the County and the Owner agree as follows:

SECTION 1. Recitals. The above Recitals are true and correct and are incorporated in and form a material part of this Agreement.

SECTION 2. Capital Charge Payments Remain with the Property. Pursuant to Section 37-5 of the Code, water and wastewater capacity may only be purchased for the property specified in the application for service and may not be transferred to another property. Accordingly, all water and wastewater capacity purchased by the Owner for the Facility is purchased on behalf of the Property, runs with the Property, and may not be transferred to any other property.

SECTION 3. Current Capacity Flow; Peak Hourly Wastewater Flow.

- a. Based upon the Engineering Study, the flow associated with the Property is 30,888 gpd Current Capacity Water Flow and 16,688 gpd Current Capacity Wastewater Flow on the day this Agreement is executed. Thereafter, the Current Capacity Water Flow shall equal 30,888 gpd and the Current Capacity Wastewater Flow shall equal 16,688 gpd, plus the flow associated with any additional water and wastewater capacity purchased for the Property after the execution of this Agreement.
- b. The wastewater discharge from the Property must not exceed the Peak Hourly Wastewater Flow.

SECTION 4. Metering, Fees, and Compliance.

- a. The Owner shall ensure the potable water meter, the Specialty Meters, and remotes remain unobstructed for County meter readings and inspections.
- b. A monthly monitoring fee, per the Board of County Commissioners’ applicable rate resolutions, as amended from time to time, will be assessed and billed to the Owner.
- c. A separate monthly reading fee for each of the Specialty Meters, per the Board of County Commissioners’ rate resolutions, as amended from time to time, will be assessed and billed to the Owner.
- d. No changes to the Property use, water and wastewater plumbing, or utility mains that may increase the water or wastewater flows for the Property from

the Current Capacity Flow may be made by the Owner without prior review, inspection, and written approval of the County.

- e. The Owner shall, at the sole expense of the Owner, install all necessary equipment, including meters and any other specific equipment associated with the Specialty Meters, in accordance with the Construction Plans.
- f. Prior to the installation of the equipment associated with the Specialty Meters, the Owner shall provide original, new meter accuracy test reports, as prepared by the Specialty Meters' manufacturer(s) or qualified personnel acceptable to the County.
- g. The Owner is required to annually conduct meter accuracy and calibration tests of the Specialty Meters (the "**Specialty Meter Tests**"). The following conditions must be met in order for the Billing Period Wastewater Flow, defined in subsection 4.j. below, to be calculated using deductions resulting from the readings associated with the Specialty Meters.
 - i. The Specialty Meter Tests must be performed according to the American Water Works Association (AWWA) Manual M6, Manual of Water Supply Practices: Water Meters-Selection, Installation, Testing and Maintenance.
 - ii. The Owner must submit to the County the reports and results of the Specialty Meter Tests no fewer than 30 days prior to the respective anniversary of the Effective Date of the Agreement, as defined in Section 22 below.
 - iii. Any deficiencies observed in the reports and results of the Specialty Meter Tests must be corrected by the Owner prior to the respective anniversary of the Effective Date of the Agreement.
- h. The County will monitor and measure the water flow to the Property by potable water meter readings. The County will calculate the wastewater flow from the Property using the sum of the water meter readings and the Add-Back Meters readings less the Deduct Meter readings.
- i. Upon reasonable prior notice at least 24 hours in advance, the Owner must allow the County access, during normal business hours, only to those portions of the Property necessary to (a) inspect the meters and the water and wastewater plumbing; (b) read the meters; and (c) conduct monitoring tests, including, but not limited to, tests of usage and flows. Notwithstanding the foregoing, the County shall have access to areas of the Property outside of the perimeter of the Owner's security gate to read meters.

- j. For the term of the Agreement, monitoring for compliance with the Current Capacity Flow will be based on a six-month rolling average of water and wastewater flows. For each billing period, the County will calculate the average daily water flow for that billing period (the “**Billing Period Water Flow**”) based on the potable water meter readings. The Billing Period Water Flow shall equal the volume (in gallons) of water consumption for the billing period divided by the number of days in that billing period. For each billing period, the County will also calculate the average daily wastewater flow for that billing period (the “**Billing Period Wastewater Flow**”) based on the water meter readings and the readings associated with the Specialty Meters. The Billing Period Wastewater Flow shall equal the sum of the volume (in gallons) of water consumption for the billing period and the volume associated with the Add-Back Meters less the volume associated with the Deduct Meter, divided by the number of days in that billing period. The County will calculate the volumes for each billing period as the sum of the differences between the beginning and ending readings of all respective meters for the Property.
- i. If any Billing Period Water Flow or Billing Period Wastewater Flow exceeds the corresponding Current Capacity Water Flow or Current Capacity Wastewater Flow, respectively, the County may issue a written warning to the Owner notifying them of the exceedance.
 - ii. If, at any time, the six-month average Billing Period Water Flow or the six-month average Billing Period Wastewater Flow exceeds the corresponding Current Capacity Water Flow or Current Capacity Wastewater Flow, respectively, the Owner shall purchase additional water or wastewater capacity, or both (if applicable), in an amount calculated by the difference between the six-month average Billing Period Water Flow or the six-month average Billing Period Wastewater Flow, and the corresponding Current Capacity Water Flow or Current Capacity Wastewater Flow, respectively. The cost of water capacity will be calculated using the applicable Orange County water capital charge at the time of purchase. The cost of wastewater capacity will be calculated using the applicable Orange County wastewater capital charge at the time of purchase.
 - iii. If additional water or wastewater capacity is purchased, as described in subsection 4.j.ii. above, and at a later date a six-month average Billing Period Water Flow or six-month average Billing Period Wastewater Flow, or both, exceed the cumulative corresponding Current Capacity Water Flow or

Current Capacity Wastewater Flow, respectively, the Owner must purchase additional water or wastewater capacity, or both (if applicable), from the County as described in subsection 4.j.ii. above.

- iv. The Owner shall pay to the County within 30 days any additional water and wastewater capital charges that may be due and owing for the Property. If the additional charges assessed are not paid within 30 days from the date of notice from the County that additional capital charges are due and owed, the County may draw on the Deposit required pursuant to Section 5 below.
- v. The Owner's failure to provide monthly payment including, but not limited to, capital charges (if any), past due charges, related service charges, deposits, applicable utility or public service taxes, or current usage charges may result in the interruption of water services, wastewater services, or both services to the Property, after notice and a period to cure a material breach in accordance with Section 7 hereof.

SECTION 5. ERCs and ERUs Purchased; Cash Deposit.

- a. Prior to the execution of this Agreement, the Owner has purchased additional water and wastewater capacity in the amount of \$354,849.39, which represents the difference between the Current Capacity Flow and the Previously Purchased Capacity Flow based on the current value of ERCs and ERUs as of the Effective Date.
- b. A balance must be maintained at 20% of the capital charges associated with the Current Capacity Flow less the capital charges associated with the Previously Purchased Capacity Flow (the "**Balance**"). The Balance may increase if the Current Capacity Flow increases and additional capital charges are assessed during the term of the Agreement. As of the Effective Date of this Agreement, the current Balance associated with the Current Capacity Flow is equivalent to \$70,969.25. The Owner must maintain the Balance through a cash deposit ("**Deposit**") in the amount of the Balance to the County at the time of payment of capital charges associated with the Current Capacity Flow.
- c. The County may draw upon the Deposit if additional water or wastewater capital charges are not paid as described in subsection 4.j.iv. of this Agreement. The Owner's failure to continuously maintain the Balance as described in subsection 5.b. shall be a breach of this Agreement by the Owner and may result in the interruption of water services, wastewater services, or both services to the Property after notice and a period to cure a material breach in accordance with Section 7 hereof.

- d. The Owner may apply for a refund of the unused portion of the Balance upon termination of this Agreement. The Owner shall not have any right to interest on the Deposit. The Owner relinquishes all rights to a refund of any unused portion of the Balance if an application for a refund is not made within 180 days of termination of this Agreement.

SECTION 6. Indemnification of the County. To the fullest extent permitted by law, the Owner assumes liability for, and will indemnify, defend, and hold harmless the County and its respective officials, officers, employees, and agents from and against all liability, claims, suits, actions, and losses for personal injury, property damage, or financial loss including attorneys' fees and costs (as specified in Section 16 below) arising at any time from any aspect of this Agreement, other than claims and losses arising from the negligence, wrongful act or omission of the County, its employees or agents. Nothing contained herein shall constitute a waiver of the County's sovereign immunity or the provisions of Section 768.28, Florida Statutes.

SECTION 7. Monitoring. The County may initiate monitoring on the date the Facility receives its Certificate of Occupancy or on the Effective Date (as defined below) of this Agreement, whichever is later, and will continue monitoring for a period of 10 years (the "**Monitoring Period**"), unless this Agreement is sooner terminated pursuant to Section 12 below. In the event of a material breach of this Agreement by the Owner, the County may extend the Monitoring Period for a period not to exceed 10 years from the date of the breach following written notice of breach to the Owner, and provided that the Owner has not cured such breach within 30 days following the date of the notice. For purposes of this Agreement, "**material breach**" shall mean (a) the failure of the Owner to pay or cause to be paid any amounts due hereunder, following notice and ability to cure such non-payment; or (b) any failure of the Owner to provide the County (or its representatives) reasonable access to the meters to allow the County to monitor compliance with this Agreement; or (c) any breach of subsection 4.d. above, subsection 5.c. above, or Section 9 below.

SECTION 8. Term of Agreement. The term of this Agreement shall be for the same term as the Monitoring Period described in Section 7 above. The term may be extended with the Monitoring Period pursuant to Section 7 above or terminated sooner pursuant to Section 12 below. Prior to termination of this Agreement, the Owner may execute a separate specialty meter agreement with the County to remain eligible for reductions of the Owner's monthly wastewater billing.

SECTION 9. Sale of Property. The County and the Owner acknowledge that this Agreement will be recorded in County public records and provides either actual and/or constructive notice to the general public and all potential buyers of the Property that the obligations contained herein run with the land and may be enforced by the County. The Owner shall provide the County with notice of the sale or transfer of the Property, or any portion thereof as soon as reasonably possible but in no event later than 30 days after such sale or transfer. This notification of a potential or completed sale will be in addition to any deed of sale recorded in the Public Records of Orange County and the County's own property tax records. Provided further that at the time of the closing of the sale or transfer

of all or any portion of the Property, the successor party(s) in ownership (the “**Successor**”) shall have the option to (i) execute an acknowledgment and agreement whereby the Successor acknowledges the existence of this Agreement, assumes the Owner’s obligations under this Agreement, and agrees to be bound by the terms of this Agreement (the “**Assumption**”) or (ii) at the County’s sole discretion, pursue a separate agreement with the County based on the Successor’s operational needs. In the event the Successor elects to assume this Agreement, the fully-executed Assumption must be delivered to the County within 30 days after the date of such sale or transfer. Capital charges run with the Property, as stated in Section 2 above.

SECTION 10. Limitation on Assignment. Except as set forth in Section 9, without the express written consent of the County, the Owner may not assign its interests in this Agreement to another person or entity.

SECTION 11. Recording. The Parties agree that an executed copy of this Agreement, including the Exhibits, will be recorded by the Owner at the Owner’s expense in the Public Records of Orange County, Florida. The obligations imposed in this Agreement run with the land.

SECTION 12. Termination. The County may terminate this Agreement and the provision of water and wastewater service to the Property as set forth herein due to any Material Breach (as defined in Section 7 above) of this Agreement, after providing the Owner notice of the breach, or anticipated breach, and providing the Owner 30 days to cure the breach or anticipated breach.

SECTION 13. Notice. Any notice required or allowed to be delivered hereunder must be in writing and be deemed to be delivered when actually received by (a) hand-delivery; (b) Federal Express or other nationally recognized overnight courier service; or (c) United States mail, postage prepaid, certified mail, return receipt requested, all to be addressed to a Party at the address set forth opposite the Party’s name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance therewith.

If to the County: Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825-7600
Attention: Manager, Utilities Customer Service

With copy to: Orange County Administrator’s Office
Orange County Administration Building
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801-3527

If to the Owner: Northrop Grumman Systems Corporation
2980 Fairview Park Drive
Falls Church, Virginia 22042

Attention: Legal Notices – Real Estate

With copy to: Northrop Grumman Systems Corporation
Attention: Corporate Real Estate - Legal Notices
One Space Park Drive, M/S: D2
Redondo Beach, California 90278

Northrop Grumman Systems Corporation
2787 S. Orange Blossom Trail
Apopka, Florida 32703
Attn: Facilities Manager

SECTION 14. Governing Law. The Parties agree that the Parties entered into this Agreement in the State of Florida. This Agreement and its provisions are to be construed, controlled, and interpreted according to the laws of the State of Florida, without giving effect to any choice of law or rules thereof which may direct the application of laws of another jurisdiction.

SECTION 15. Jurisdiction. Any legal proceeding of any nature brought by either Party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, must be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The Parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant to this Agreement and expressly waive all rights to trial by jury for any matters arising under this Agreement.

SECTION 16. Attorneys' Fees and Costs. If either Party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions contained in this Agreement, each Party will be responsible for its costs, fees and expenses incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other Party as such by any law) through any and all final appeals arising out of such suit, action or proceeding.

SECTION 17. Headings. The headings or captions of sections and descriptive headings in this Agreement are inserted for convenience only and will not affect the construction or interpretation hereof.

SECTION 18. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability will not affect the other

parts of this Agreement if the rights and obligations of the Parties and if the intention of the Parties can continue to be effective. To that end, this Agreement is declared severable.

SECTION 19. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the formal Parties to this Agreement and no rights or cause of action may accrue upon or by reason of this Agreement, to or for the benefit of, any third party not a formal party to this Agreement.

SECTION 20. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

SECTION 21. Amendment. This Agreement may not be amended unless the amendment is in writing and approved by the County and the Owner.

SECTION 22. Effective Date. The Effective Date of this Agreement shall be the date of the recording of this Agreement in the Public Records of Orange County.

SECTION 23. Liability. Notwithstanding anything to the contrary in this Agreement, in the event the Owner fails to meet its obligations under this Agreement, the County may pursue its remedies from the following sources in the following order: (i) the Deposit and then, (ii) the Owner.

SECTION 24. Land Use Approvals. This Agreement does not grant or assure or indicate any future grant of any land use, zoning, subdivision, density, or development approvals, permissions, or rights with respect to the Property, including the Facility, or any other property or land referred to in this Agreement.

SECTION 25. Non-Waiver. The failure of either Party to insist on the other Party's compliance with its obligations under this Agreement in any one or more instances will not operate to release the other Party from its duties to comply with its obligations in all other instances.

SECTION 26. Remedies. No remedy conferred upon the County in this Agreement is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute, Orange County Code, or otherwise. No single or partial exercise by the County of any rights, power, or remedy under this Agreement shall preclude any other or further exercise thereof.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*

for Jerry L. Demings
Orange County Mayor

Date: February 10, 2026

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

By: *Jennifer Lara-Klimetz*
Deputy Clerk

Print Name: Jennifer Lara-Klimetz

OWNER: Northrop Grumman Systems Corporation, a Delaware corporation

Address: 1 Space Park Dr.
Redondo Beach, CA 90278

By: [Signature]

Print Name: A.J. Paz

Title: Director of Real Estate

Date: 1/6/2026

Signed, sealed, and delivered in our presence as witnesses:

Signature: [Signature]
Printed Name: Marco Carranza

Witness 1:
Address: 1 Space Park Dr.,
Redondo Beach, CA 90278

Signature: [Signature]
Printed Name: Ana Vasquez

Witness 2:
Address: 1 Space Park Dr.,
Redondo Beach, CA 90278

STATE OF California
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 6 day of January, 2026, by A.J. Paz as Director of Real Estate of Northrop Grumman Systems Corporation, a Delaware corporation, on behalf of the Corporation, who appeared before me by means of: online notarization, or physical presence and who is personally known to me or has produced Driver's license as identification.

(Notary Seal)

[Signature]
Notary Public

Jasmin Muthleb
Name Printed or Stamped



My Commission Expires: 2/17/2026

**EXHIBIT A
THE PROPERTY: SKETCH OF DESCRIPTION**

Project Name: Northrop Grumman Systems Corporation
Permit Number: B24904821
Orange County, Florida Parcel ID: 30-21-29-0000-00-041
Property Address: 2787 S. Orange Blossom Trail
 Apopka, FL 32703

LEGAL DESCRIPTION (DOCUMENT #20160213728)

THE PART OF THE NORTH 1/2 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30, RUN SOUTH 00°24'54" WEST, 529.99 FEET ALONG THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30 TO THE POINT BEGINNING; THENCE RUN 1531.92 FEET SOUTH 68°53'57" WEST; THENCE RUN 730.00 FEET SOUTH 29°38'41" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD #500 (U.S. HIGHWAY 441); THENCE RUN 400.46 FEET NORTH 81°40'14" EAST ALONG THE NORTHERLY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE RUN 708.29 FEET NORTHEASTERLY ALONG THE ARC OF THE CURVED RAILROAD CONCAVE TO THE NORTH HAVING A RADIUS OF 1884.86 FEET AND A CENTRAL ANGLE OF 21°31'50"; THENCE RUN 897.62 FEET NORTH 00°24'54" EAST ALONG THE EAST LINE OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 30 TO THE POINT OF THE BEGINNING.

CONTAINS 24.5730 ACRES MORE OR LESS

TOGETHER WITH:

A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES FOR THE BENEFITS OF PARCEL A DESCRIBED ABOVE, CREATED BY THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3502, PAGE 2538, OVER THE NORTHERLY 30.00 OF THE FOLLOWING DESCRIBED LAND AND THE SOUTHERLY 30.00 FEET OF THE FOLLOWING DESCRIBED LAND:

FROM THE NORTHEAST CORNER OF THE WEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, RUN SOUTH 00°24'54" WEST, 529.99 FEET TO THE POINT OF BEGINNING OF A 60 FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE; RUN SOUTH 68°53'57" WEST, 1531.92 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 500 (U.S.HIGHWAY 441) AND THE POINT OF TERMINATION OF SAID EASEMENT.

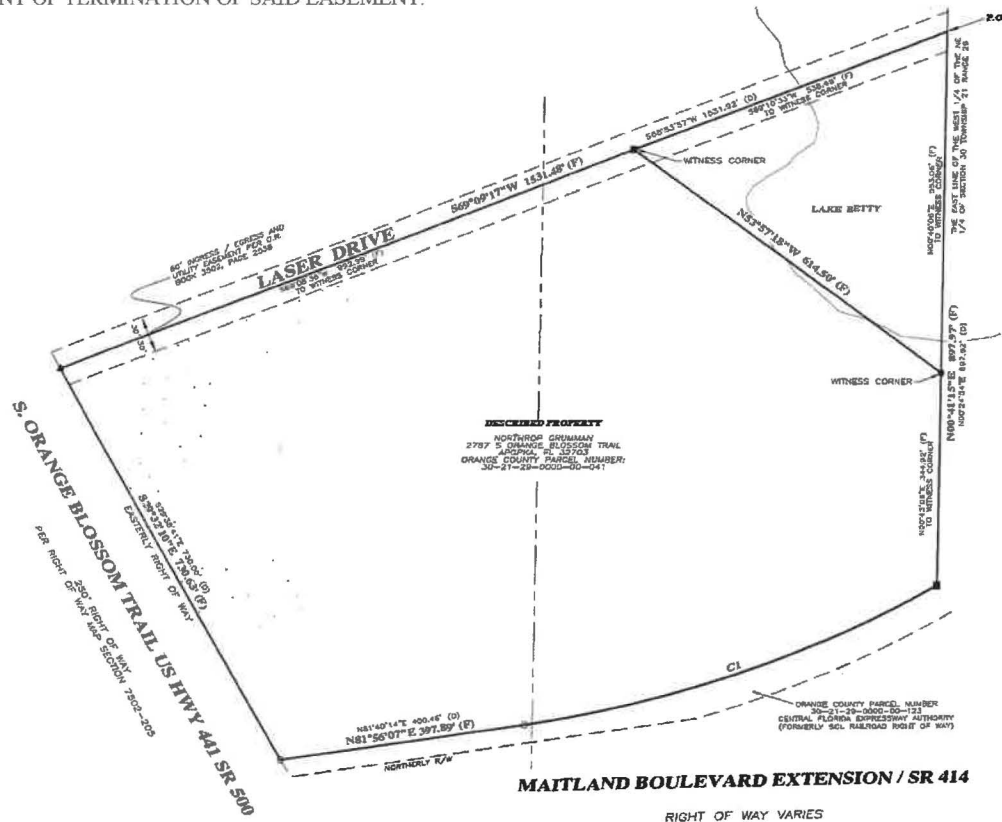


EXHIBIT B THE FACILITY

Project Name: Northrop Grumman Systems Corporation
Permit Number: B24904821
Orange County, Florida Parcel ID: 30-21-29-0000-00-041
Property Address: 2787 S. Orange Blossom Trail
Apopka, FL 32703

FACILITY LAYOUT

