

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Sara Solomon, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Number:
a portion of 13-24-32-0000-00-001

Site Address: 19040 Cocoa Water Plant Road, Orlando, Florida 32834
Project: Conservation Area Impact Permit No.: CAI-23-10-047 (Lockheed)
Permit #: CAI-23-10-047

THIS IS A DONATION

NOTICE: THIS DOCUMENT WAS ACCEPTED AND APPROVED BY ORANGE COUNTY, FLORIDA, A GOVERNMENTAL ENTITY AS PART OF, OR AS A CONDITION OF, ANY SUCH COMPREHENSIVE PLAN OR PLAN AMENDMENT; ZONING ORDINANCE; LAND DEVELOPMENT REGULATION; BUILDING CODE; DEVELOPMENT PERMIT; DEVELOPMENT ORDER; OR OTHER LAW, REGULATION, OR REGULATORY APPROVAL AND IS NOT SUBJECT TO ALTERATION OR INVALIDATION BY THE FLORIDA MARKETABLE RECORD TITLE ACT (See Section 712.04, Florida Statutes).

CONSERVATION EASEMENT AGREEMENT
(19040 Cocoa Water Plant Road)

THIS CONSERVATION EASEMENT AGREEMENT (the "**Agreement**") is made and entered into as of the date of last execution below (the "**Effective Date**") by and between **Lockheed Martin Corporation**, a Maryland corporation, with mailing address of P.O. Box 61511, Bldg. 100, RM M7023, King of Prussia, Pennsylvania 19406 ("**Owner**"), in favor of **Orange County, Florida** a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 ("**County**"). Owner and County may also be referred to individually to as the Party or collectively referred to as the Parties.

RECITALS

A. WHEREAS, Owner is the sole fee simple owner of a certain tract of real property in Orange County, Florida, more particularly described in the attached **Exhibit A** (the "**Property**"); and

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B. WHEREAS, Owner received approval for ETS Test Facility – Lockheed Martin, for an additional facility to support testing activities as the Electronic Testing Site (ETS) (the “**Project**”), which is subject to the regulatory jurisdiction of Orange County; and

C. WHEREAS, on September 24, 2024, the Orange County Environmental Protection Division issued Conservation Area Impact Permit, CAI-23-10-047 (“**Permit**”) for impacts associated with the Project. The Permit is on file with the Orange County Environmental Protection Division and is incorporated herein by reference; and

D. WHEREAS, the Permit requires Owner to place certain portions of the Property into a conservation easement dedicated to Orange County as mitigation for the proposed impacts of the Project and the location of the area(s) included area more particularly described in the attached **Exhibit B**, (the “**Conservation Easement**”); and

E. WHEREAS, Owner and County intend for the conditions and covenants contained in this Agreement to run with the land in perpetuity and to be binding on all subsequent owners and occupants of any portion of the Property.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. Grant. Owner hereby voluntarily grants and conveys to the County the following easements:

a. Conservation Easement. Pursuant to the provisions of Section 704.06, Florida Statutes (2024), Owner hereby voluntarily grants and conveys to County the Conservation Easement in perpetuity of the nature and character and to the extent hereinafter set forth.

b. Access Easement. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry. Provided, however that Grantor shall have the right to implement, in its sole discretion, any security measures with respect to the use of the Conservation Easement Area. Any access to the Conservation Easement Area by Grantee shall require 24 hours prior written notice and be carried out in compliance with the Grantor’s security protocols and procedures. Due to the fact that the Property has restricted access, and the nature of the testing at the Property, access notification and restriction is necessary to protect the sensitive safety of visitors and protect the sensitive operations conducted at the facility. Grantee and its employees, contractors, agents and invitees shall follow all rules, directions and signs established by Grantor for the use of the Conservation Easement Area. Grantee shall make all of its employees, agents, contractors and invitees aware of any rules or requirements provided to Grantee when they are received by Grantee. Grantee acknowledges and agrees that no non-U.S. citizen shall at any time gain access to the Conservation Easement Area without the express prior permission of Grantor

This Agreement does not confer the right or access by the general public to any portion of the Conservation Easement.

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2. **Purpose.** The purpose of this Agreement is to ensure that the Conservation Easement will be retained forever in its natural condition, except as may be altered in accordance with the Permit, and to prevent any use of the Conservation Easement that might impair or interfere with the environmental value of the Conservation Easement. Those wetland and upland areas included in the Conservation Easement that are to be enhanced, restored, or created pursuant to the Permit shall be retained and maintained in the enhanced, restored, or created conditions required by the Permit. Access shall be for the purposes of ingress and egress to inspect the Conservation Easement in a reasonable manner and at reasonable times, and at all times subject to Section 1 (b) above, to determine if activities and uses thereon are in compliance with this Agreement, and/or to perform, or require to be performed, any restoration, creation, enhancement, maintenance and monitoring activities, or surface water improvements which are specifically authorized or required by the Permit.

3. **Prohibited Uses.** Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are specifically authorized or required by the Permit, any activity on or use of the Conservation Easement inconsistent with this Agreement's purpose is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited in, under, over, through or on the Conservation Easement:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- b. Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
- c. Removal or destruction of trees, shrubs, or other vegetation;
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- e. Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;
- g. Acts or uses detrimental to such retention of land or water areas; and
- h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance, including abandoned and neglected cemeteries that are 50 or more years old.

4. **Reserved Rights.** Owner reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, which are not expressly prohibited herein and are not inconsistent with the Permit or the purpose of the Conservation Easement.

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5. Owner's Affirmative Covenants.

a. Authorization. Owner has the full right and authority to grant this Conservation Easement and has executed this Agreement for the purpose of ensuring compliance with the conditions of the Permit.

b. Title. Owner fully warrants title to said Property and will warrant and defend the same against the lawful claims of all persons whomsoever.

c. Expenses; Taxes. Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Such responsibilities and costs shall include those associated with the management activities discussed in the Management Plan. Owner shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Owner. Owner shall pay before delinquency all taxes, assessments, fee, and charges of whatever description levied on or assessed against the Property by competent authority, and shall furnish County with satisfactory evidence of payment upon request.

d. Hold Harmless and Indemnification. The Owner, on behalf of themselves and their successors, agents and assigns, hereby assume sole and entire responsibility and release, indemnify and defend (with counsel acceptable to the County) and hold harmless the County, its officials, officers, agents, contractors, and employees from and against any and all claims, suits, judgments, demands, liabilities, losses, damages, fees, fines, costs and expenses (including, but not limited to, attorneys' fees, paralegals fees, consultants' fees and costs at all administrative pretrial, trial and appellate levels) of any kind or nature whatsoever arising out of or related in any way to the County's grant of the Permit and Owners subsequent grant of the Conservation Easement to County, including without limitation all claims relating to injury to persons (including death) or to property, real or personal.

6. Enforcement and Remedies.

a. County shall have the right to proceed at law or in equity to enforce the provisions of this Agreement and/or to prevent the occurrence of any of the prohibited activities set forth herein, and/or to require the restoration of areas or features of the Conservation Easement that may be damaged by any activity inconsistent with this Agreement.

b. Costs of Enforcement. The Parties expressly agree that each Party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

c. Acts Beyond Owner's Control. Nothing contained in this Agreement shall be construed to entitle County to bring any action against Owner for any injury to or change in the

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Property resulting from natural causes beyond Owner's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by Owner under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

d. Sovereign Immunity. Notwithstanding anything to the contrary herein, nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, the foregoing shall not constitute an agreement by the County to assume any liability of any kind for the acts, omissions, and/or negligence of the Owner, their successors, assigns, heirs, grantees, representatives, invitees, permittees, contractors, agents, or other representatives, or any liability related to the Property.

e. Venue and Jurisdiction. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

f. Waiver. County may enforce the terms of this Agreement at its discretion, but if Owner breaches any term of this Agreement and County does not exercise its rights under this Agreement, County's forbearance shall not be construed to be a waiver by County of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the County's rights under this Agreement. No delay or omission by County in the exercise of any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver. County shall not be obligated to Owner, or to any other person or entity, to enforce the provisions of this Agreement.

7. Notice. All notices required or permitted to be given under this Agreement ("Notice") shall be in writing and shall be given or made to the respective party at the address or set forth below by (i) personal service; (ii) mailing by registered or certified mail, return receipt requested, postage prepaid; or (iii) reputable courier that provides written evidence of delivery. Either party may change its address for Notice by a Notice sent to the other in accordance with this Paragraph. Each Notice shall be deemed given or made upon receipt or refusal to receive, except Notices sent on a non-business day or after 5:00 p.m. on a business day shall not be deemed delivered until the next business day.

As to Owner:	<i>with a copy to:</i>
Lockheed Martin P.O. Box 61511, Bldg. 100, RM M7023, King of Prussia, Pennsylvania 19406	LMC Properties, Inc. Attention: James M. Damm Suite 1400 100 S. Charles Street Baltimore, MD 21201

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As to County:	<i>with a copy to:</i>
Orange County, Florida Environmental Protection Division Attn: Environmental Protection Officer 3165 McCrory Place, Suite 200 Orlando, Florida 32803	Orange County, Florida Real Estate Management Division Attn: Manager <u>Physical Address:</u> 400 E. South St., 5 th Floor Orlando, Florida 32801 <u>Mailing Address:</u> P.O. Box 1393 Orlando, Florida 32802-1393 Orange County, Florida County Attorney's Office Attn: County Attorney 201 S. Rosalind Ave., 3 rd Floor Orlando, Florida 32801

8. Miscellaneous.

a. Effective Date. This Agreement shall become effective on the date of execution by County or the date of execution by the Owner, whichever is later.

b. Counterparts. This Agreement may be executed in up to two (2) counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

c. Headers. All headers, paragraph titles, and captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

d. Gender and Number. All personal pronouns used whether in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.

e. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of this Agreement in lieu of the invalid, illegal, or unenforceable provision; in the event that a valid,

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legal, and unenforceable provision cannot be crafted, then this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. To that end, this Agreement is declared severable.

f. Drafting; Negotiation. All Parties have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any Party regardless of which Party is deemed to have drafted the Agreement.

g. No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between or among the Parties or their successors in interest.

h. No Third-Party Beneficiaries. Except as otherwise set forth herein, no individual, entity, or person other than the Parties shall have any rights or privileges under this Agreement, either as a third-party beneficiary or otherwise.

i. Binding Effect. The covenants, terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property. All provisions of this Conservation Easement shall survive and are enforceable after the issuance of a tax deed in accordance with Section 704.06, Florida Statutes (2024).

j. Conflict. In the event of a conflict between this Agreement and the Permit, the Permit shall control.

k. Amendment. This Agreement may not be amended or modified except by a written agreement executed by the parties or their respective successors and assigns having authority at the time of amendment or modification. Any such amendment must be recorded in the Official Records of Orange County, Florida to be effective.

l. Recording of Agreement. An executed original of this Agreement shall be recorded by County, at Owner's sole expense (recording fees and applicable taxes), in the Public Records of Orange County, Florida.

m. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and no representations, inducements, promises, or other agreements, oral, written, or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURES AND EXHIBITS TO FOLLOW

IN WITNESS WHEREOF, the said Parties have caused these presents to be signed in their names.

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

OWNER

Lockheed Martin Corporation,
A Maryland corporation

By: Thomas Green
Thomas Green, Vice President,
LMC Properties, Inc.

WITNESS #1

Cheryl Laird
Signature

CHERYL LAIRD
Print Name

Mailing Address: 211 Bayside Drive
City: Balto State: Md
Zip Code: 21222

WITNESS #2

Cheryl D. Guy
Signature

Cheryl D. Guy
Print Name

Mailing Address: 92 Eastway
City: Severna Park State: MD
Zip Code: 21146

STATE OF Maryland
COUNTY OF Baltimore City

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 4th day of March, 20 25, by Thomas Green, Vice President of LMC Properties, Inc., on behalf of Lockheed Martin Corporation, a Maryland corporation. The individual is personally known to me or has produced _____ as identification.

(Notary Stamp)

Anita Newkirk

Notary Signature

Anita Newkirk

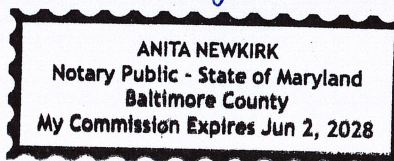
Print Notary Name

Notary Public of:

Maryland Baltimore County

My Commission Expires:

June 02, 2028



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ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Printed Name

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Exhibit A

A portion of Sections 13, 14, 23 and 24, Township 24 South, Range 32 East, Orange County, Florida commencing at Northeast corner of Section 24, Township 24 South, Range 32 East, Orange County, Florida, beginning more particularly described as follows:

Commencing at Northeast corner of Section 24, Township 24 South, Range 32 East, Orange County, Florida, thence South $75^{\circ}56'21''$ West, a distance of 2776.91 feet to the point of beginning; thence South $43^{\circ}13'33''$ West, a distance of 5364.37 feet; thence North $46^{\circ}46'27''$ West, a distance of 2606.60 feet; thence North $43^{\circ}13'33''$ East, a distance of 5364.37 feet; thence South $46^{\circ}46'27''$ East, a distance of 2606.60 feet to the point of beginning.

DESCRIPTION
CONSERVATION AREA

DESCRIPTION:

A PORTION OF SECTIONS 13, 14, 23 AND 24, TOWNSHIP 24 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA COMMENCING AT NORTHEAST CORNER OF SECTION 24, TOWNSHIP 24 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SECTION 24, TOWNSHIP 24 SOUTH, RANGE 32 EAST, ORANGE COUNTY, FLORIDA, THENCE NORTH 89°09'46" WEST, A DISTANCE OF 3465.73 FEET ALONG THE NORTH LINE OF SAID SECTION 24 TO THE POINT OF BEGINNING; THENCE SOUTH 46°46'27" EAST, A DISTANCE OF 1059.01 FEET; THENCE SOUTH 43°13'33" WEST, A DISTANCE OF 5364.37 FEET; THENCE NORTH 46°46'27" WEST, A DISTANCE OF 2606.60 FEET; THENCE NORTH 43°13'33" EAST, A DISTANCE OF 5364.37 FEET; THENCE SOUTH 46°46'27" EAST, A DISTANCE OF 1547.59 FEET TO THE POINT OF BEGINNING.


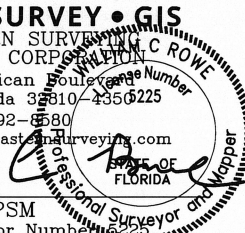
CONTAINING 13,982,766.8 SQUARE FEET OR 321.0 ACRES, MORE OR LESS.

SURVEYOR'S REPORT:

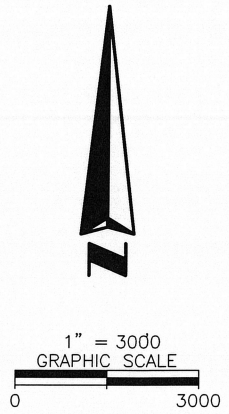
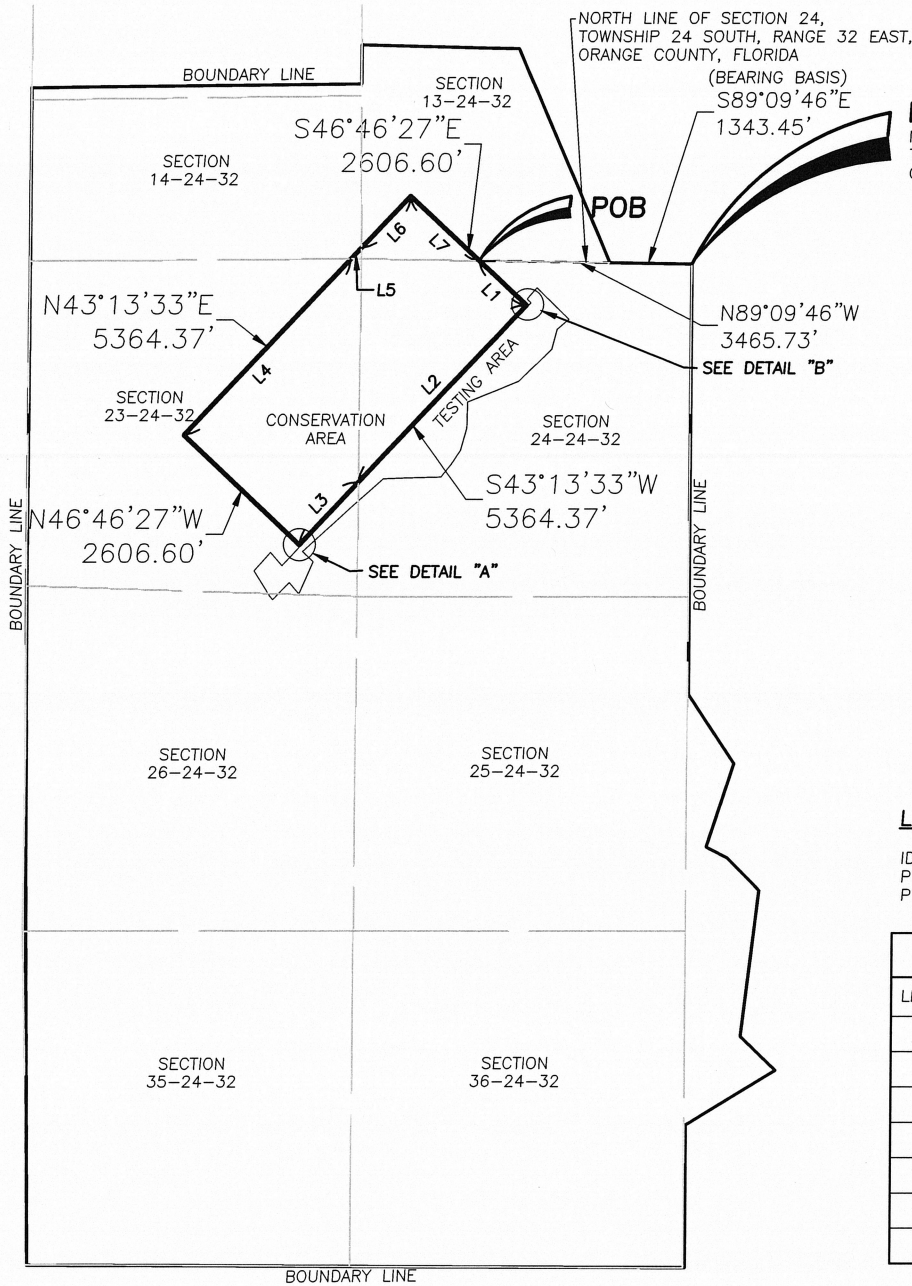
1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 24 AS BEING SOUTH 89°09'46" EAST.
2. I HEREBY CERTIFY THAT THE "SKETCH OF DESCRIPTION" OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY DIRECTION AND THAT IT MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYING CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE.

William C Rowe

Digitally signed by William C Rowe
DN: cn=US, o=Florida,
@Qualifier=A01410C0000189565205AD000426BD, cn=William C
Rowe
Date: 2024.11.20 11:53:10 -0500

SKETCH OF DESCRIPTION FOR LOCKHEED MARTIN	DATE: SEPTEMBER 06, 2024 JWJ		CERTIFICATION NUMBER LB2108 50896010		
	JOB NUMBER: 50896010	SCALE: 1" = 3000'	 SSMC™ SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4356225 (407) 292-6580 e-mail: info@southeasternsurveying.com		
	CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE REQUIRES THAT A LEGAL DESCRIPTION DRAWING BEAR THE NOTATION THAT THIS IS NOT A SURVEY. REVISED: 11/18/24				
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		 WILLIAM C. ROWE, PSM Registered Land Surveyor Number		

SKETCH OF DESCRIPTION
CONSERVATION AREA

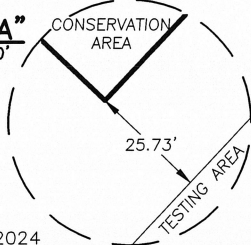


LEGEND

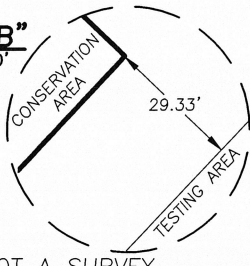
ID = IDENTIFICATION
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S46°46'27"E	1059.01'
L2	S43°13'33"W	3965.14'
L3	S43°13'34"W	1399.23'
L4	N43°13'33"E	3946.86'
L5	N43°13'33"E	250.25'
L6	N43°13'33"E	1167.26'
L7	S46°46'27"E	1547.59'

DETAIL "A"
SCALE: 1"=40'



DETAIL "B"
SCALE: 1"=40'



SSMCTM
SUE • SURVEY • GIS

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108

e-mail: info@southeasternsurveying.com

DRAWING NO. 50896010
JOB NO. 50896010
DATE: SEPTEMBER 06, 2024
SHEET 2 OF 2
SEE SHEET 1 FOR DESCRIPTION

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2