



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

DATE: November 7, 2017

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Russell L. Corriveau, Senior Acquisition Agent *RCC*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN ORANGE COUNTY CONVENTION CENTER AND ORANGE COUNTY UTILITIES DEPARTMENT, APPROVAL AND EXECUTION OF NOTICE OF RESERVATION AND AUTHORIZATION TO DISBURSE FUNDS TO PAY RECORDING FEES AND RECORD INSTRUMENT

PROJECT: Pump Station F3167 (Sea World)

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of utility facilities.

ITEMS: Memorandum of Understanding
Cost/Revenue: None
Size: 20,000 square feet

Notice of Reservation
Size: 20,000 square feet

BUDGET: 4420-038-1559-0084-6110

FUNDS: \$27.00 Payable to Orange County Comptroller
(recording fees)

APPROVALS: Real Estate Management Division
County Attorney's Office
Orange County Convention Center
Utilities Department

REMARKS: The pump station transfer from the Orange County Convention Center to the Utilities Department is being requested to finalize the terms of the Agreement to Exchange Property Interests between the County and Busch Properties of Florida, Inc. approved by the Board of County Commissioners on February 7, 2006. The Notice of Reservation will be recorded in the Public Records to show the transfer of control.

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: November 7, 2017

Amount: \$27.00

Project: Pump Station F3167 (Sea World)

Parcel: 101

Charge to Account #4420-038-1559-0084-6110

Next page
Controlling Agency Approval _____ Date

Next page
Fiscal Approval _____ Date

TYPE TRANSACTION (Check appropriate block{s})
 Pre-Condernation Post-Condernation X Not Applicable District #1

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- X Advance Payment Requested

Orange County Comptroller
\$27.00 recording fees

DOCUMENTATION ATTACHED (Check appropriate block{s})

- X Memorandum of Understanding
- X Notice of Reservation
- Certificate of Value
- Settlement Analysis

Payable to: Orange County Comptroller

CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)

Recommended by *Russell L. Corriveau* _____ Date 11/7/17
Russell L. Corriveau, Senior Acquisition Agent, Real Estate Mgmt.

Payment Approved *Paul Sladek* _____ Date 11/7/17
Paul Sladek, Manager, Real Estate Management Division

Certified *Lakela Lewis* _____ Date NOV 28 2017
Approved by BCC for Deputy Clerk to the Board

Examined/Approved _____ Date _____
Comptroller/Government Grants Check No. / Date

REMARKS:
The recording check is needed immediately following approval by the Board of County Commissioner's. Please Contact the Acquisition Agent @ 67074 if there are any questions.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
NOV 28 2017

REQUEST FOR FUNDS FOR LAND ACQUISITION

Under BCC Approval

Under Ordinance Approval

Date: November 7, 2017

Amount: \$27.00

Project: Pump Station F3167 (Sea World)

Parcel: 101

Charge to Account #4420-038-1559-0084-6110

[Signature] 11/8/17
Controlling Agency Approval Date
[Signature] 11/8/17
Fiscal Approval Date

TYPE TRANSACTION (Check appropriate block(s))
 Pre-Condernation Post-Condernation Not Applicable District #1

- Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- Advance Payment Requested

Orange County Comptroller
\$27.00 recording fees

DOCUMENTATION ATTACHED (Check appropriate block(s))

- Memorandum of Understanding
- Notice of Reservation
- Certificate of Value
- Settlement Analysis

Payable to: Orange County Comptroller

CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)

Recommended by *[Signature]* 11/7/17
Russell L. Corriveau, Senior Acquisition Agent, Real Estate Mgmt. Date

Payment Approved *[Signature]* 11/7/17
Paul Sladek, Manager, Real Estate Management Division Date

Certified _____
Approved by BCC Deputy Clerk to the Board Date

Examined/Approved _____
Comptroller/Government Grants Check No. / Date

REMARKS:

The recording check is needed immediately following approval by the Board of County Commissioner's. Please Contact the Acquisition Agent @ 67074 if there are any questions.

NOV 28 2017

MEMORANDUM OF UNDERSTANDING

between

ORANGE COUNTY CONVENTION CENTER

and

ORANGE COUNTY UTILITIES DEPARTMENT

related to

TRANSFER OF CONTROLLING RIGHTS OF PUMP STATION F3167 SITE

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the **ORANGE COUNTY CONVENTION CENTER (“OCCC”)** and the **ORANGE COUNTY UTILITIES DEPARTMENT (“OCU”)**.

RECITALS:

WHEREAS, in 2006, Orange County, Florida (the “County”), entered into an Agreement to Exchange Property Interests (the “Exchange Agreement”) pursuant to Section 125.37, Florida Statutes, with Busch Properties of Florida, Inc. (“Busch Properties”), a copy of which is attached hereto as **Schedule “A”**; and

WHEREAS, as part of that Exchange Agreement, the County conveyed to Busch Properties a parcel that it owned in fee and that was controlled by OCU for the ongoing operation and maintenance of a wastewater pump station, in exchange for several utility and access easements over property owned by Busch Properties; and

WHEREAS, OCU then relocated its wastewater pump station onto a small portion of a parcel of property that is owned in fee by the County, controlled by OCCC, identified as Tax ID No. 07-24-29-3847-00-010, and is more particularly described in **Schedule “B”** attached hereto (the “OCCC Controlled Property”); and

WHEREAS, based upon an October 25, 2005 Administrator’s Senior Staff memo that is attached hereto as **Schedule “C”**, staff recollection, and subsequent research into documentation regarding the Exchange Agreement, the County’s intention when entering into the Exchange Agreement was to ultimately complete a “three-way swap” of property interests of comparable values between OCU, OCCC, and Busch Properties; and

WHEREAS, it recently came to the attention of OCCC, OCU, and the Real Estate Management Division that the aforementioned “three-way swap” was not finalized, as OCU never received control of the site upon which it constructed, operates, and maintains its new wastewater pump station, a legal and sketch of which is attached as **Schedule “D”** hereto (“Pump Station F3167 Site”); and

WHEREAS, as fair and valuable compensation for OCCC transferring control of the Pump Station F3167 Site to OCU, OCCC received the non-exclusive right to use: (1) a perpetual access and utility easement recorded at Official Records Book 9532, Page 1235, of the Public Records of Orange County, Florida, that crosses through property owned by Busch Properties along the southern boundary line of the OCCC Controlled Property for the purposes of vehicular and pedestrian ingress and egress to the OCCC Controlled Property that may be opened to the public and (2) certain valuable access and utility improvements that were constructed by OCU along that access easement for the benefit of the OCCC Controlled Property for future development purposes; and

WHEREAS, OCU and OCCC agree that transfer of the controlling rights of the Pump Station F3167 Site from OCCC to OCU, without any compensation presently being payable from OCU to OCCC, is necessary and appropriate to effectuate the intent of the Exchange Agreement and so that the “three-way swap” will be completed.

NOW, THEREFORE, for and in consideration of the reciprocal covenants contained herein, OCCC and OCU hereby agree as follows:

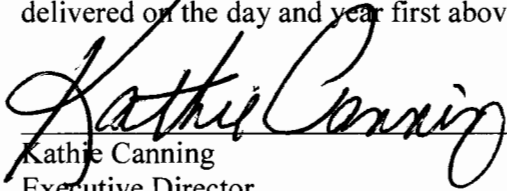
Section 1: The foregoing recitals are declared to be true and correct and are incorporated into this Agreement.

Section 2: OCU and OCCC agree that, effective upon approval of this MOU by the Board of County Commissioners (the “Board”), OCU, at its sole cost and expense, shall control and maintain the Pump Station F3167 Site.

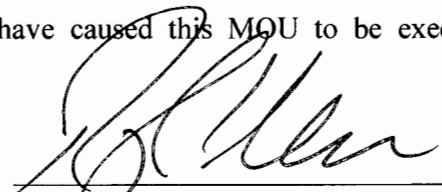
Section 3: OCU and OCCC acknowledge that a Notice of Reservation shall be executed by the Board and recorded by the County in the Public Records of Orange County, Florida, to reflect and provide public notice of the transfer of control of Pump Station F3167 Site from OCCC to OCU as discussed herein.

Section 4: OCU and OCCC acknowledge that this exchange is necessary to adequately serve nearby properties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed and delivered on the day and year first above written.



Kathie Canning
Executive Director
Orange County Convention Center



Raymond E. Hanson, P.E.
Director
Orange County Utilities Department

Date: 10/9/17

Date: 10-26-17

FILED 07 2006
JPL/CS

THIS INSTRUMENT PREPARED BY:
John P. Lowndes, Esq.
ORANGE COUNTY ATTORNEY'S OFFICE
201 S. Rosalind Ave., Third Floor
Orlando, FL 32801
(407) 836-7320

Duplicate Copy
PERMANENT FILE

AGREEMENT TO EXCHANGE PROPERTY INTERESTS

between

ORANGE COUNTY, FLORIDA

and

BUSCH PROPERTIES OF FLORIDA, INC.

This Agreement ("Agreement") is made and entered into as of the Effective Date provided herein by and between BUSCH PROPERTIES OF FLORIDA, INC., a Florida corporation whose mailing address is One Busch Place, St. Louis, Missouri 63118 ("Busch") and ORANGE COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida ("County"), whose mailing address is P.O. Box 1393, Orlando, Florida 32802.

WITNESSETH:

WHEREAS, the Orange County Board of County Commissioners is authorized by its home-rule powers and by Section 125.37, Florida Statutes (2003) to exchange real property interests owned by the County for those owned by others; and

WHEREAS, Orange County owns fee simple title to a parcel comprising approximately .381 acres (16,615.60 square feet) of land, described more particularly at **Exhibit "A"** attached hereto and incorporated herein by this reference (the "County Property"); and

WHEREAS, the County operates a wastewater pump station on the County Property (the "Present Pump Station"), which it plans to demolish after constructing a new wastewater pump station (the "Future Pump Station") on nearby property also owned by the County; and

WHEREAS, Busch owns fee simple title to all property surrounding the County Property and desires to acquire the County Property; and

WHEREAS, the County desires to acquire several easements for access and utilities purposes over the Busch Property, as more particularly described herein; and

Schedule A

WHEREAS, the County has performed appraisals of the fee interest and easement interests to be exchanged hereunder and has determined that the value of the interests to be received by the County is equal to or greater than the interests it will convey hereunder; and

WHEREAS, it is the determination of the Orange County Board of County Commissioners that the exchange herein contemplated is in the public interest and subject to statutory compliance, e.g., advertising;

NOW, THEREFORE, in consideration of the foregoing, ten dollars in hand paid each to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and form a material part of this Agreement.

2. **Obligations of Busch.**

a. At closing, Busch shall grant and convey to the County without further consideration the following easements:

- i. Access and Utility Easement on, under, over, and across the property described in **Exhibit "B"** (parcel 802), attached hereto and incorporated herein by this reference. The easement shall be in the form provided at **Exhibit "B-2"**, attached hereto and incorporated herein by this reference.
- ii. Utility Easement for wastewater lines, on, under, over, and across the property described in **Exhibit "C"** (parcel 803), attached hereto and incorporated herein by this reference. The easement shall be in the form provided at **Exhibit "C-1"**, attached hereto and incorporated herein by this reference.
- iii. Temporary Easement for Access and to Operate, Maintain, and Demolish Facilities on, under, over, and across the property described in **Exhibit "D"** (parcel 701), attached hereto and incorporated herein by this reference. The easement shall be in the form provided at **Exhibit "D-1"**, attached hereto and incorporated herein by this reference.
- iv. Utility Easement on, under, over, and across the property described in **Exhibit "E"** (parcel 804), attached hereto and incorporated herein by this reference. The easement shall be in the form provided at **Exhibit "E-1"**, attached hereto and incorporated herein by this reference.

Schedule A

Busch shall use diligent efforts to provide evidence, including without limitation a current title search, to the reasonable satisfaction of the County, that all property on which the foregoing easements (Exhibits "B-2" and "C-1" through "D-1" and "E-1") are to be granted are owned by them and are free and clear of liens, easements, or other encumbrances that would conflict with, preclude, prohibit, inhibit, or in any way hinder the County as grantee of the easement(s) from freely exercising its rights under and accomplishing the purposes of the easement(s). In the event Busch cannot provide said evidence, to the reasonable satisfaction of the County, Busch shall use diligent efforts to provide an identical easement over, under and upon alternative property, reasonably acceptable to the County, for which Busch does provide said evidence. In the event Busch fails to provide such evidence satisfactory to the County or in the alternative, such additional easement on or before the Closing Date, the County shall have the right to terminate this Agreement upon written notice delivered to Busch. Notwithstanding the foregoing, Busch and the County agree that those matters listed on Exhibit B-1 as Permitted Exceptions (the "Permitted Exceptions") have been approved by and are satisfactory to the County for the purpose of Busch's satisfaction of the requirements of this paragraph.

b. At the County's request, Busch shall provide surveys of the properties being exchanged.

c. Busch shall pay all recording fees and County's advertising costs.

d. Busch shall execute documentation in conformance with Section 286.23, Florida Statutes, Florida Statutes (2004) regarding public disclosure of beneficial ownership.

3. Obligations of the County. At closing, the County shall convey all of its right, title, and interest in the County Property to Busch by delivery of a statutory county deed without further consideration. The conveyance shall be made without representation or warranty as to the condition of the Property, but Busch's obligation to accept such conveyance shall be subject to Busch's reasonable satisfaction with the condition of the County Property, including but not limited to the condition of title and the environmental condition of the County Property, and also including Busch's reasonable assessment that the County is satisfactorily progressing with the terms and conditions of that Remediation Access Agreement dated March 10, 2002 and amendment thereto currently being negotiated by the County and Busch (together the "Remediation Agreement"). If Busch does not approve such condition of the County Property and if the County is not satisfactorily progressing with its obligations under the Remediation Agreement on or before the Closing Date, then Busch shall have the right to terminate this Agreement upon written notice delivered to the County.

4. Abandoning Utility Lines on Busch Property.

Schedule A

a. The Parties understand and agree that the County owns and operates certain water and wastewater utility lines (the "Utility Lines") on, under, and across the Busch property in a generally east-west alignment, running to and from the Present Pump Station. In partial consideration for the County's agreement to convey the County Property to Busch, Busch agrees to allow the County to cap and to abandon in place the Utility Lines at the termination of the Easement for Access and Operation, Maintenance and Demolition of Facilities. The County shall remove existing wastewater manholes and the pump station structures to four feet below existing grade. Busch hereby agrees that immediately upon termination of said Easement, Busch shall automatically become the sole and exclusive owner of the Utility Lines and shall accept any and all responsibility and liability relating to the Utility Lines and related equipment and materials that are within the Busch Property and the County Property (including responsibility for any abandoned line that must be removed, grouted, plugged or capped). It is the intent of the Parties that the County shall have no obligation or responsibility to Busch or its heirs, successors, or assigns with regard to removal or any disposition of all or any portion of the Utility Lines and related equipment and material within the Busch Property. This paragraph shall survive the termination of this Agreement.

b. Except for any obligation of the County under the Remediation Agreement, and excluding any further contamination or discharge of petroleum or other products from the utility lines, which contamination or discharge occurred prior to the termination of the Easement, Busch hereby agrees that immediately upon the termination of the Easement, Busch shall indemnify and hold harmless the County, its officers, employees, and agents from and against any and all claims, demands, losses, expenses, liabilities, damages, actions or suits (including without limitation court costs and reasonable attorneys fees prior to and on appeal) arising out of or related to the Utility Lines. This paragraph shall survive the termination of this Agreement.

5. Closing and National Emergency Contingency. The transaction contemplated in this Agreement shall be closed within ninety (90) days of the Effective Date (the "Closing Date"); provided, however, that in the event that after the execution of this Agreement but prior to the Closing Date there shall have occurred any outbreak of hostilities, any national or international calamity or crisis, including a financial crisis, or any event or incident of terrorism or attack by a foreign power or terrorist group or individual, which event is beyond the control of the County, the effect of which, in the reasonable judgment of the County Mayor would materially adversely affect the availability of revenues or funds available to perform the activities contemplated herein, County may provide written notification to Busch prior to the Closing Date, then this Agreement and all rights and obligations hereunder shall thereupon cease, terminate and be null and void. The closing shall take place at the offices of the Orange County Real Estate Management Division, 400 E. South Street, 5th Floor, Orlando, Florida 32801 at such time as shall be mutually agreed upon between County and Busch.

6. Assignability. This Agreement shall not be assignable by either party without the prior written consent on the part of the other party.

Schedule A

7. Survival of Provisions. The provisions of this Agreement shall not survive the closing hereunder except as expressly provided elsewhere in this Agreement.

8. Notices. Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be delivered or mailed, by registered or certified United States Mail, postage prepaid, return receipt requested, or by nationally recognized, overnight courier (e.g., Federal Express) to the party entitled or required to receive the same, as follows:

To Busch: Anheuser-Busch Companies, Inc.
One Busch Place 202-6
St. Louis, MO 63118
Attention: General Counsel

With a copy to: Busch Properties of Florida, Inc.
6817 Westwood Blvd.
Orlando, FL 32821
Attention: Rich Van Slyke

With a copy to: Anheuser-Busch Companies, Inc.
One Busch Place 207-1
St. Louis, MO 63118
Attention: John Stier

To County: Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393
Attention: Orange County Administrator

With a copy to: Orange County Real Estate Management
P.O. Box 1393
Orlando, Florida 32802-1393
Attention: Real Estate Manager

Any notice to either Busch or County hereunder shall not be effective unless and until a copy thereof has also been delivered or mailed, in accordance with the foregoing requirements, to all parties whose addresses are set forth above.

9. Governing Law and Binding Effect. This Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns.

10. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between the parties

Schedule A

hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, shall be binding on either party hereto. This Agreement may not be modified or amended except in writing signed by both parties.

11. Effective Date. The Effective Date of this Agreement shall be the date by which both County and Busch have executed this Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one in the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the dates below written.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

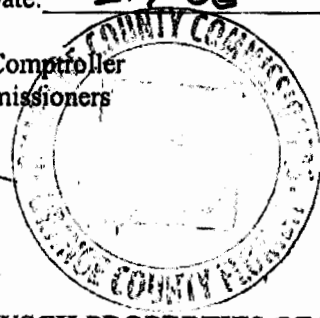
By: *[Signature]*
Richard T. Crotty
Orange County Mayor

Date: 2.7.06

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

By: *[Signature]*
Deputy Clerk

Date: FEB 07 2006



BUSCH PROPERTIES OF FLORIDA, INC.

By: *[Signature]*
John C. Martz, Jr.

Its: President
Vice

Date: 1/25/06

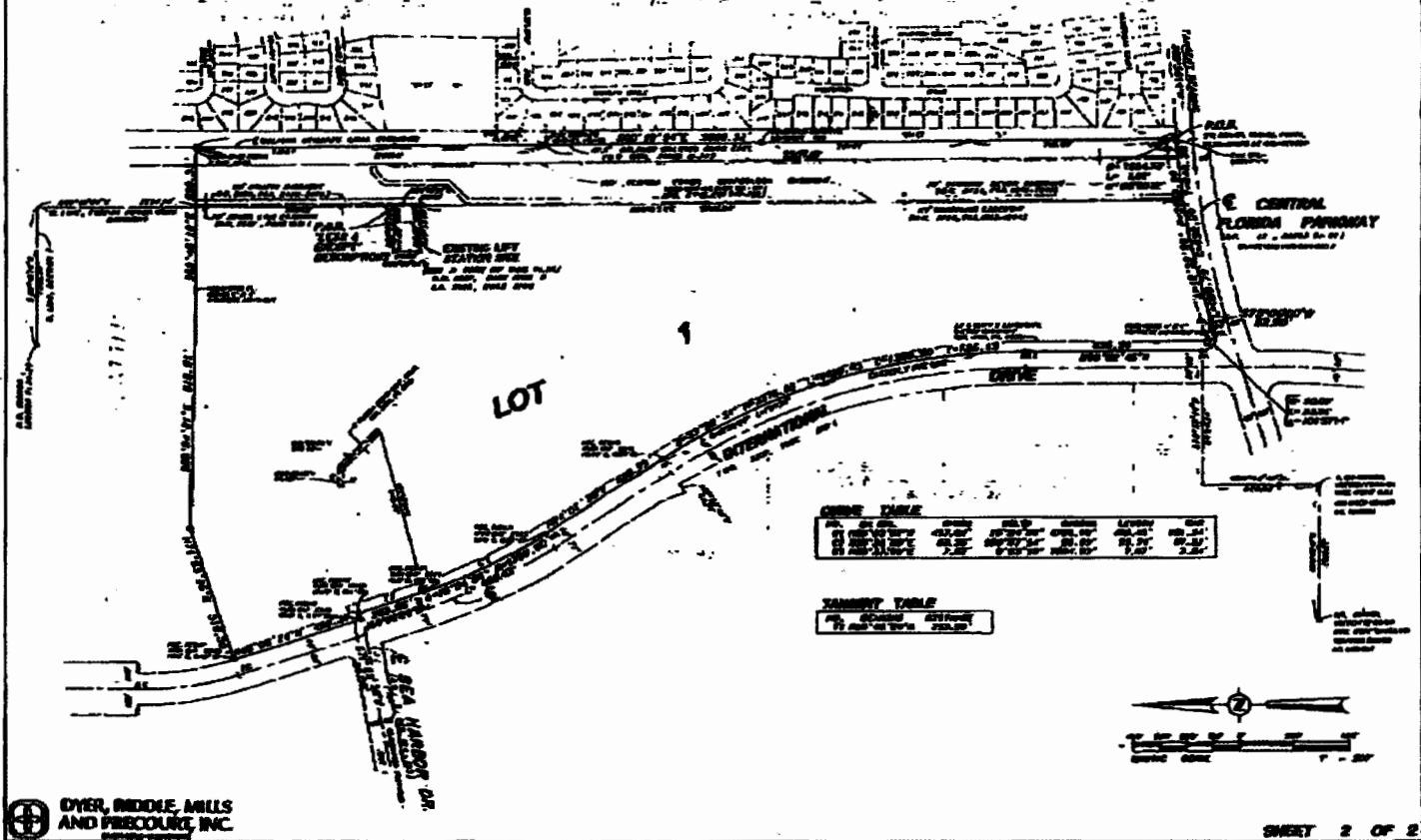
EXHIBIT "A"

Legal Description and Sketch of County Property

SHADOW WOOD
SECTION 7, TOWNSHIP 24 SOUTH, RANGE 29 EAST
SECTION 12, TOWNSHIP 24 SOUTH, RANGE 28 EAST
ORANGE COUNTY, FLORIDA

A REPLAT OF LOTS 50, 51, 77, 78, 84 & 108 AND A PORTION OF LOTS 44, 45, 46, 47, 48, 49, 52, 53, 76, 79, 82, 83, 85, 106, 110, 115, 118 & 117 OF MURDER LAND COMPANY SUBDIVISION AS RECORDED IN PLAT BOOK "E", PAGES 22 & 23, TOGETHER WITH A PORTION OF THE VACATED RIGHT OF WAY THEREOF AS RECORDED IN OFFICIAL RECORD BOOK 2882, PAGE 1544 & OFFICIAL RECORD BOOK 2183, PAGE 847, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

EXHIBIT A



DYER, MIDDLE, MILLS AND FRECKLE, INC.

Schedule A

ORANGEWOOD SEWAGE PUMP STATION

Parcel 1

1935343

MAY 13 8 47 AM '83

OR. 3376 PG 2106

RANGE FORM 33

WARRANTY DEED
FROM CORPORATION
SPECIAL

This Warranty Deed Made and executed the 29th day of April A. D. 19 83 by
FLORIDA LAND COMPANY, a Florida Corporation

a corporation existing under the laws of Florida and having its principal place of
business at P O Box 44, Winter Park, Florida 32790
hereinafter called the grantor, in COUNTY OF ORANGE, a political subdivision of
the State of Florida

whose postoffice address is P O Box 1393, Orlando, Florida 32802

hereinafter called the grantees:

(Whoever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 20,000 and other
valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell,
alien, remise, release, convey and confirm unto the grantees, all that certain land situate in Orange
County, Florida, viz:

Commence at the intersection of the West line of the Florida Power
Corporation Utility easement with the North line of Section 7,
Township 24 South, Range 29 East, Orange County, Florida, said point
being South 89°18'14" East 1313.57 feet from the Northwest corner
of said Section 7; thence South 00°19'54" East along the West line
of said Power Easement, 2050.96 feet to a point being the Northeast
corner of the Orangewood Sewage Pump Station Site, as recorded in
O. R. 2527, Page 1520; thence South 89°59'30" West 62.00 feet for
the Point of Beginning; thence continue South 89°59'30" West 113.00
feet; thence South 00°19'54" East 95.00 feet; thence North 89°59'30"
East 113.00 feet; thence North 00°19'54" West 95.00 feet to the Point
of Beginning. Containing 10,735 square feet. Subject to easements,
restrictions and reservations of record, if any, and taxes and drain-
age district assessments for the year 1983 and thereafter.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any
wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that it lawfully and lawfully owned of said land in fee
simple, that it has good right and lawful authority to sell and convey said land that it hereby fully war-
rants the title to said land and will defend the same against the lawful claims of all persons whatsoever
claiming, by, through or under
grantor, but against no other.

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING
MAY 09 1983

In Witness Whereof

the grantor has caused these presents to
be executed in its name, and its corporate seal to be hereunto affixed, by its
proper officers thereunto duly authorized, this day and year first above written.

(CORPORATE SEAL)

WITNESSES
Doris M. Young, ASST. Secretary

FLORIDA LAND COMPANY

Signed, sealed and delivered in the presence of:

[Signatures]

[Signature]
By JAMES H. NEWTON, EXEC. VICE President

STATE OF FLORIDA
COUNTY OF COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,
personally appeared James H. Newton and Doris M. Young

Exec. Vice President and Assistant Secretary respectively of the corporation named as grantor
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily
under authority duly vested in them by said corporation and that they and affixed thereto in the case corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 29th day of April A. D. 1983

RECORDED & RECORD VERIFIED

[Signature]
County Comptroller, Orange Co., Fla.
M. Russell Davison
P. O. Box 44
Winter Park, FL 32790



[Signature]
Nancy J. France
Notary Public, State of Florida at Large
My Commission Expires May 3, 1985
Bonded by Lawyers Surety Company.

Acquisition of this land is necessary for site purposes
under the threat of condemnation pursuant to Rule 12B-4.14
(15)(b) Florida Department of Revenue.
BY W.M. Lawford

50
duke

772967 RECORDED

FILE IN 2527-1520

WARRANTY DEED FROM CORPORATION

ORANGEWOOD SEWAGE PUMP STATION SITE

This Warranty Deed made and executed this day of A. D. 1974 by

FLORIDA LAND COMPANY, POST OFFICE BOX 44, WINTER PARK, FLORIDA a corporation existing under the laws of Florida and having its principal place of business at

ORLANDO, FLORIDA COUNTY OF ORANGE, FLORIDA, 65 EAST CENTRAL BOULEVARD whose postoffice address is hereinafter called the grantor,

hereinafter called the grantor.

Witnesseth: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, recited, whereof it hereby acknowledges: by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in County, Florida, viz:

Commence at the intersection of the West line of the Florida Power Corporation Utility Easement with the North line of Section 7, Township 24 South, Range 29 East, Orange County, Florida, said point being South 89°18'14", East 1313.57 feet from the Northwest corner of said Section 7; Thence South 80°19'54" East along the West line of said Power Easement; 2050.96 Feet for the POINT OF BEGINNING; Thence continue South 00°19'54" East 95.00 feet; thence South 89°59'30" West, 62.00 feet; Thence North 00°19'54" West, 95.00 feet; Thence North 89°59'30" East, 62.00 feet to the POINT OF BEGINNING.

Containing 0.136 Acres.

PERMANENT FILE

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell said convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

In Witness Whereof the grantor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its proper officers hereunto duly authorized, the day and year first above written.

ATTEST: [Signature] Secretary

FLORIDA LAND COMPANY By: [Signature] Vice President

STATE OF FLORIDA COUNTY OF ORANGE I HEREBY CERTIFY that all the taxes due on this instrument...

County Comptroller, Orange Co., Fla.

will have to do to be the Vice President and Secretary respectively of the corporation...

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE

Notary Public, State of Florida at Large My Commission Expires January 10, 1977

OR 2527 PAGE 1520 ORANGEWOOD SEWAGE PUMP STATION

This instrument prepared by R. Y. Patterson P. O. Box 44 Winter Park, Florida 32789

Handwritten notes and signatures on the right margin.

Schedule A

EXHIBIT "B"

Legal Description and Sketch of Access and Utility Easement Area

EXHIBIT "B"

SKETCH OF DESCRIPTION

**PARCEL: 802 ESTATE; PERPETUAL EASEMENT
PURPOSE: ACCESS, SEWER AND WATER LINE**

LEGAL DESCRIPTION (AS PREPARED BY SURVEYOR):

A PORTION OF LOT 1, SHADOW WOOD, AS RECORDED IN PLAT BOOK 27, PAGES 71 AND 72 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, SHADOW WOOD; THENCE N71°53'36"E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 519.90 FEET; THENCE S88°34'21"E ALONG SAID NORTH LINE A DISTANCE OF 918.51 FEET; THENCE CONTINUE ALONG THE SAID NORTH LINE S89°46'18"E A DISTANCE OF 421.82 FEET; THENCE S00°19'54"E A DISTANCE OF 60.00 FEET; THENCE N89°46'18"W A DISTANCE OF 471.97 FEET; THENCE N00°03'22"E A DISTANCE OF 21.03 FEET; THENCE N88°34'21"W A DISTANCE OF 862.83 FEET; THENCE S71°53'36"W A DISTANCE OF 513.01 FEET TO A POINT ON THE EAST RIGHT OF WAY OF INTERNATIONAL DRIVE; THENCE N18°06'24"W ALONG SAID EAST RIGHT OF WAY A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.920 ACRES, MORE OR LESS.

PROJECT NUMBER: 2010009-0006

DRAWING NUMBER: P-1.DWG

DATE: 7/18/05

REVISED: 10/7/05

REVISED: 10/21/05

REVISED: 12/5/05

REVISED: 12/9/05

REVISED: 2/3/06

PREPARED FOR:

ORANGE COUNTY

SURVEYOR'S NOTES:


1. THIS IS NOT A BOUNDARY SURVEY, NO MONUMENTS SET OR FOUND.
2. THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N 71°53'36" E ALONG THE NORTH LINE OF LOT 1 SHADOW WOOD, P.B. 27, PGS. 71-72 (ASSUMED).
3. SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
4. R/W DENOTES RIGHT OF WAY; O.R. DENOTES OFFICIAL RECORD BOOK; P.B. DENOTES PLAT BOOK; P.O.C. DENOTES POINT OF COMMENCEMENT; P.O.B. DENOTES POINT OF BEGINNING.



**BUCHHEIT ASSOCIATES, INC.
SURVEYORS & MAPPERS**

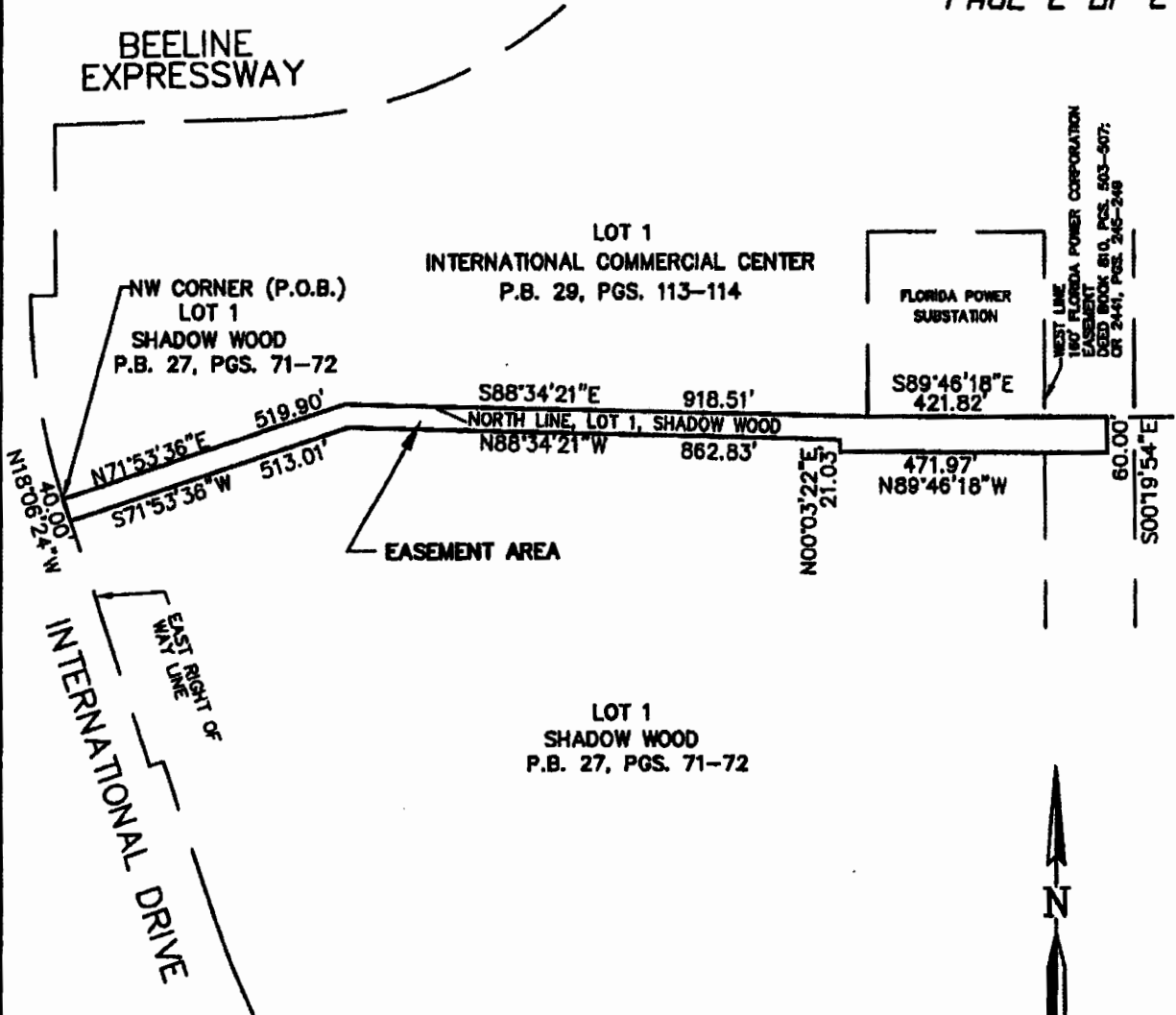
427 CenterPoints Circle, Suite 1811
Altamonte Springs, Florida 32701
(407) 331-0505 Fax: (407) 331-3266

**BUCHHEIT ASSOCIATES, INC.
SURVEYORS AND MAPPERS
LICENSED BUSINESS # 6167**

BY: 
**KIMBERLY A. BUCHHEIT
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 4838**

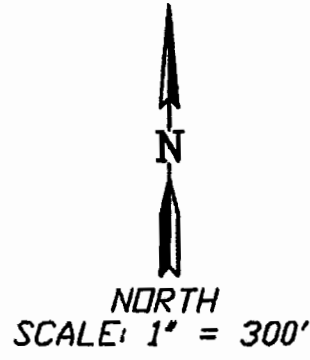
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

EXHIBIT "B"
SKETCH OF DESCRIPTION
PARCEL: 802 ESTATE; PERPETUAL EASEMENT
PURPOSE: ACCESS, SEWER AND WATER LINE



PROJECT NUMBER: 2010009-0006
 DRAWING NUMBER: P-1.DWG
 DATE: 7/18/05
 REVISED: 10/7/05
 REVISED: 10/21/05
 REVISED: 12/5/05
 REVISED: 12/9/05
 REVISED: 2/3/06
 PREPARED FOR:

ORANGE COUNTY



BUCHHEIT ASSOCIATES, INC.
SURVEYORS & MAPPERS
 427 CenterPointe Circle, Suite 1811
 Altamonte Springs, Florida 32701
 (407) 331-0505 Fax: (407) 331-3266

EXHIBIT "B-1"
PERMITTED EXCEPTIONS

First American Title Insurance Company

**SCHEDULE B - SECTION 2
EXCEPTIONS**

Issuing Office File No.: **2037-1069516**

The commitment and policy issued will contain exceptions to the following matters in addition to any pre-printed exceptions on the commitment and policy and matters disclosed to or known by the agent that should be exceptions to title, unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements or claims of easements not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any lien for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Real Property Taxes for the year 2006 and subsequent years, not yet due and payable.
8. Matters shown on the Plat of Shadow Wood recorded in Plat Book 27, Pages 71 and 72, Public Records of Orange County, Florida.
9. Easement in favor of Florida Power Corporation recorded August 17, 1949 in Deed Book 810, Page 503 and Subordination of Encumbrance to Property Rights to Orange County recorded in Book 4811, Page 413.
10. Valencia Drainage District Easement recorded May 27, 1970 in Book 1948, Page 639.
11. Easement Agreement in favor of Florida Power Corporation recorded August 15, 1973 in Book 2441, Page 245.
12. Orangewood Force Main Sewer Line Easement in favor of Orange County recorded May 10, 1974 in Book 2527, Page 1521.
13. Right of Way Utilization Agreement by and between Florida Power Corporation and Orange County recorded in Book 3344, Page 534.

First American Title Insurance Company Schedule A

14. Right of Way Utilization Agreement by and between Florida Power Corporation and Orange County recorded August 10, 1983 in Book 3406, Page 1623.
15. Sewer Line Easement contained in Order of Taking recorded August 17, 1983 in Book 3406, Page 1334.
16. Utility Easement contained in Order of Taking recorded August 17, 1983 in Book 3408, Page 2469.
17. Orange County/Florida Land Company Transmission Facility Oversizing and Second Water and Sewer System Amendment Agreement recorded September 17, 1985 in Book 3694, Page 1909.
18. Water Transmission Easement in favor of Orange County recorded January 7, 1986 in Book 3734, Page 1843.
19. Sewer Transmission Easement in favor of Orange County recorded December 2, 1985 in Book 3734, Page 1845.
20. Development Agreement recorded September 21, 1988 in Book 4015, Page 3483 and First Amendment to Development Agreement recorded August 16, 2001 in Book 6325, Page 4553.
21. Declaration of Covenants, Conditions, Restrictions and Easements for International Center recorded January 18, 1990 in Book 4149, Page 4206 and First Modification and Supplement to Declaration of Covenants, Conditions, Restrictions and Easements for International Center recorded August 31, 1994 in Book 4790, Page 1959.
22. Permanent Easement to Orlando Utilities Commission and the City of Orlando for Distribution of Electric Power recorded November 19, 1990 in Book 4230, Page 264.
23. Water line Easement in favor of Orange County recorded February 28, 1994 in Book 4704, Page 2335.
24. Irrigation Line Easement in favor of Orange County recorded February 28, 1994 in Book 4704, Page 2465.
25. Guying Easement in favor of Florida Power Corporation recorded March 1, 1994 in Book 4704, Page 4937.
26. Status of Permit Notice recorded February 1, 1996 in Book 5007, Page 2900.

EXHIBIT "B-2"

NOT FOR EXECUTION

ACCESS AND UTILITY EASEMENT

THIS INDENTURE, made this _____ day of _____ A.D., 20____, between Busch Properties of Florida, Inc., a corporation organized and existing under the laws of Florida, whose mailing address is One Busch Place, St. Louis, MO 63118 ("Grantor") and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose post office address is P.O. Box 1393, Orlando, Florida 32802-1393, ("Grantee").

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other valuable considerations, paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor for itself, its successors and assigns does hereby grant and convey to Grantee and its assigns a perpetual non-exclusive easement for utility purposes with full authority to enter upon, excavate, construct, maintain, repair and replace as the Grantee and its assigns may deem necessary, water lines, wastewater lines and reclaimed water lines, and associated equipment together with a perpetual easement for vehicular and pedestrian ingress and egress to Grantee's adjacent property, which easement may be opened to the public at Grantee's sole discretion, under and upon the following described lands situate in Orange County aforesaid, to-wit:

SEE ATTACHED SCHEDULE "A"/EXHIBIT "A"

Property Appraiser's Parcel Identification Number(s):

TO HAVE AND TO HOLD said easement unto said Grantee and its assigns forever.

The utilities facilities shall be below ground level, except for normal above ground level hardware and equipment common to such facilities.

The Grantor retains all rights in and to the easement area that do not unreasonably interfere with Grantee's rights granted herein including but not limited to the right to construct and maintain other utility lines in the easement area.

The Grantee herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation, maintenance or repair of the Facilities and/or driveways, sidewalks, or roads placed

Schedule A

thereon by the Grantee and its assigns, out of and away from the herein granted easement, and the Grantor, its successors and assigns, agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the utility facilities installed thereon.

Grantee may at any time increase its use of the easement, change the location of pipelines or other facilities within the boundaries of the easement, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor or Grantor's heirs, successors, or assigns, provided Grantee does not expand its use of the easement beyond the easement boundaries described above.

To the extent provided in Section 768.28, Florida Statutes (2004), Grantee shall indemnify, defend, and hold harmless Grantor for claims, suits, actions, damages, judgments, liabilities and expenses in connection with personal injury or property damage occurring on the easement area to the extent arising out of Grantee's use of the easement. Nothing herein shall be construed as a waiver of the Grantee's sovereign immunity beyond that provided in Section 768.28, Florida Statutes (2004).

Grantor shall have the right to relocate the easement area if such relocation is necessary to accommodate Grantor's future development of Grantor's property. Such relocation shall be at Grantor's sole cost and expense and Grantor shall grant to Grantee a replacement easement in a location reasonably approved by Grantee and of a size comparable to the easement area being relocated and Grantee shall execute an agreement terminating the relocated easement.

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be signed as of the date(s) indicated below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Richard T. Crotty
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Date: _____

Schedule A

BUSCH PROPERTIES OF FLORIDA, INC.

Print Name: _____ By: _____
John C. Martz, Jr.
Its: _President

Print Name: _____ Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by John C. Martz, Jr. as President of Busch Properties of Florida, Inc., a Florida corporation. He is personally known to me, or has produced _____ as identification.

***IMPRINT NOTARY PUBLIC
SEAL BELOW***

Notary Public

EXHIBIT "C"
Legal Description and Sketch of Utility Easement Area

EXHIBIT "C"
SKETCH OF DESCRIPTION
PARCEL: 803 ESTATE; PERPETUAL EASEMENT
PURPOSE: SEWER AND WATER LINE

LEGAL DESCRIPTION (AS PREPARED BY SURVEYOR):

A PORTION OF LOT 1, SHADOW WOOD, AS RECORDED IN PLAT BOOK 27, PAGES 71 AND 72 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1, SHADOW WOOD; THENCE N71°53'36"E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 30.00 FEET; THENCE S18°06'24"E A DISTANCE OF 490.37 FEET; THENCE S71°53'36"W A DISTANCE OF 30.00 FEET TO THE EAST RIGHT OF WAY LINE OF INTERNATIONAL DRIVE; THENCE N18°06'24"W ALONG THE SAID EAST RIGHT OF WAY A DISTANCE OF 490.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,711 SQUARE FEET, MORE OR LESS.

PROJECT NUMBER: 2010009-0006

DRAWING NUMBER: P-2.DWG

DATE: 07/18/05

REVISED: 10/21/05

REVISED: 12/5/05

PREPARED FOR:

ORANGE COUNTY

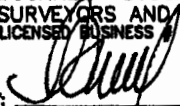
SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NO MONUMENTS SET OR FOUND.
2. THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N 18°06'24" W ALONG THE EAST RIGHT OF WAY LINE OF INTERNATIONAL DRIVE (ASSUMED).
3. SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
4. R/W DENOTES RIGHT OF WAY; O.R.B. DENOTES OFFICIAL RECORD BOOK; P.B. DENOTES PLAT BOOK; P.O.C. DENOTES POINT OF COMMENCEMENT; P.O.B. DENOTES POINT OF BEGINNING.



BUCHHEIT ASSOCIATES, INC.
SURVEYORS & MAPPERS
427 CenterPointe Circle, Suite 1811
Altamonte Springs, Florida 32701
(407) 331-0505 Fax: (407) 331-3266

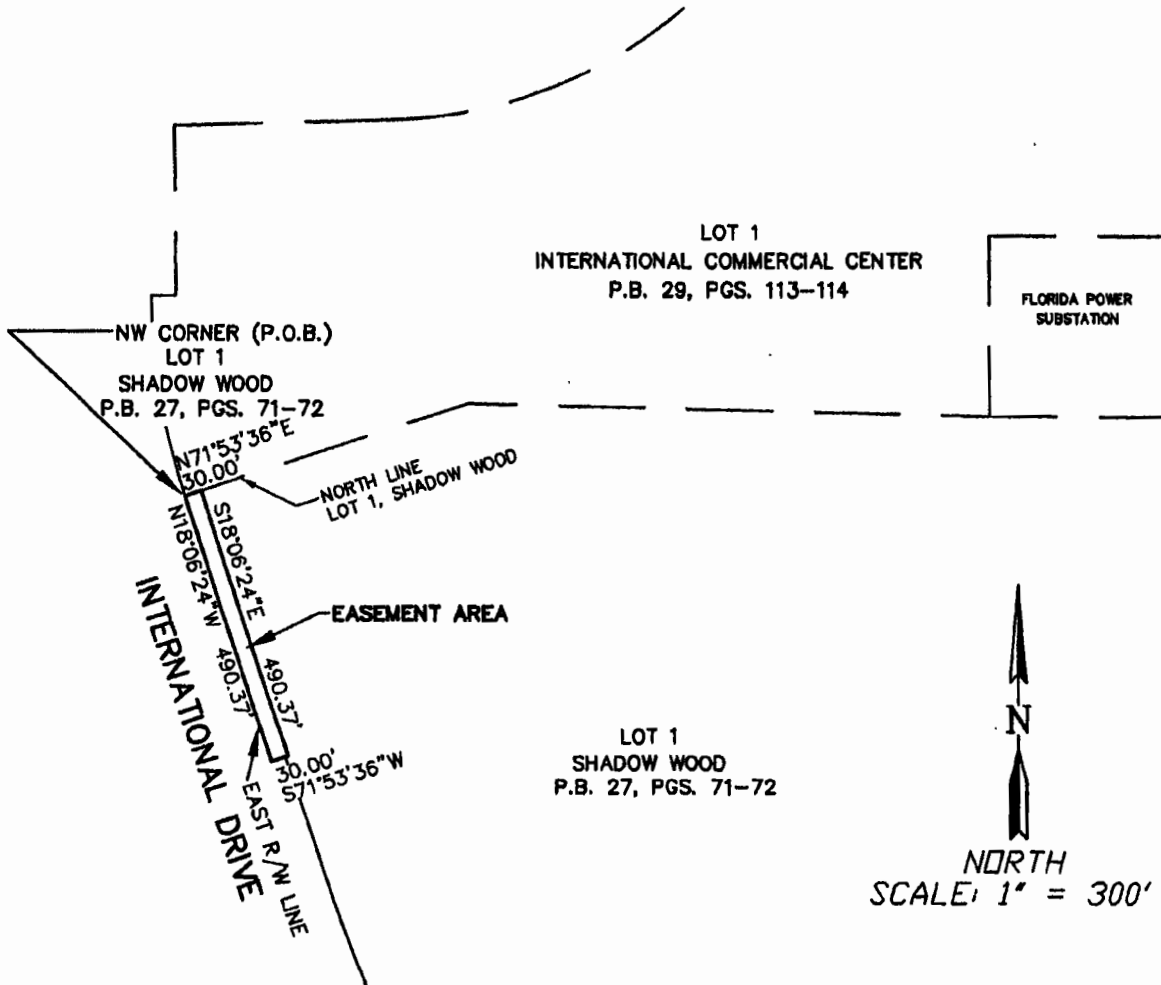
BUCHHEIT ASSOCIATES, INC.
SURVEYORS AND MAPPERS
LICENSED BUSINESS # 8167

BY: 
KIMBERLY A. BUCHHEIT
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 4838

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER.

EXHIBIT "C"
SKETCH OF DESCRIPTION
PARCEL: 803 ESTATE; PERPETUAL EASEMENT
PURPOSE: SEWER AND WATER LINE

PAGE 2 OF 2



PROJECT NUMBER: 2010009-0006

DRAWING NUMBER: P-2.DWG

DATE: 07/18/05

REVISED: 10/21/05

REVISED: 12/5/05

PREPARED FOR:

ORANGE COUNTY



BUCHHEIT ASSOCIATES, INC.

SURVEYORS & MAPPERS

427 CenterPointe Circle, Suite 1811

Altamonte Springs, Florida 32701

(407) 331-0505 Fax: (407) 331-3266

EXHIBIT "C-1"

NOT FOR EXECUTION

UTILITY EASEMENT

THIS INDENTURE, made this _____ day of _____ A.D., 2005, between Busch Properties of Florida, Inc., a corporation organized and existing under the laws of Florida, whose address is One Busch Place, St. Louis, MO 63118 ("Grantor") and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose post office address is P.O. Box 1393, Orlando, Florida 32802-1393, ("Grantee").

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other valuable considerations, paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor for itself, its successors and assigns does hereby grant and convey to Grantee and its assigns a perpetual non-exclusive easement for utility purposes with full authority to enter upon, excavate, construct, maintain, repair and replace as the Grantee and its assigns may deem necessary, wastewater lines, water lines, and reclaimed water lines, and associated equipment (the "Facilities"), under and upon the following described lands situate in Orange County aforesaid, to-wit:

SEE ATTACHED SCHEDULE "A"/EXHIBIT "A"

Property Appraiser's Parcel Identification Number(s):

TO HAVE AND TO HOLD said easement unto said Grantee and its assigns forever.

The Facilities shall be below ground level, except for normal above ground level hardware and equipment common to such facilities.

The Grantor retains all rights in and to the easement area that do not unreasonably interfere with Grantee's rights granted herein, including but not limited to the right to construct and maintain other utility lines in the easement area.

The Grantee herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation, maintenance or repair of the Facilities placed thereon by the Grantee and its assigns, out of and away from the herein granted easement, and the Grantor, its successors and assigns, agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere

Schedule A

with the normal operation or maintenance of the utility facilities installed thereon.

Grantee may at any time increase its use of the easement, change the location of pipelines or other facilities within the boundaries of the easement, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor or Grantor's heirs, successors, or assigns, provided Grantee does not expand its use of the easement beyond the easement boundaries described above.

To the extent provided in Section 768.28, Florida Statutes (2004), Grantee shall defend, indemnify and hold harmless Grantor for claims, suits, actions, damages, judgments, liabilities and expenses in connection with personal injury or property damage occurring on the Easement Area to the extent arising out of Grantee's use of the Easement. Nothing herein shall be construed as a waiver of the Grantee's sovereign immunity beyond that provided in Section 768.28, Florida Statutes (2004).

Grantor shall have the right to relocate the easement area if such relocation is necessary to accommodate Grantor's future development of Grantor's property. Such relocation shall be at Grantor's sole cost and expense and Grantor shall grant to Grantee a replacement easement in a location reasonably approved by Grantee and of a size comparable to the easement area being relocated and Grantee shall execute an agreement terminating the relocated easement.

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be signed as of the date(s) indicated below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Richard T. Crotty
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Date: _____

EXHIBIT "D"
**Legal Description and Sketch of Temporary Easement
for Access and Operation, Maintenance and Demolition of Facilities**

EXHIBIT "D"
SKETCH OF DESCRIPTION

PARCEL: 701
ESTATE: TEMPORARY EASEMENT
PURPOSE: TEMPORARY CONSTRUCTION

SHEET 1 OF 2

LEGAL DESCRIPTION (AS PREPARED BY SURVEYOR):

A PORTION OF LOT 1, SHADOW WOOD, AS RECORDED IN PLAT BOOK 27, PAGES 71 AND 72 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN STRIP OF LAND 30.00 FEET IN WIDTH LYING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1, SHADOW WOOD; THENCE N89°46'18"W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 227.51 FEET TO A POINT ON THE WEST LINE OF A FLORIDA POWER EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2441, PAGES 245 THROUGH 249 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S00°19'54"E ALONG SAID WEST LINE A DISTANCE OF 718.61 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE S89°59'30"W A DISTANCE OF 190.00 FEET ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF THE ORANGEWOOD SEWAGE PUMP STATION SITE AS RECORDED IN OFFICIAL RECORDS BOOK 2527, PAGE 1520 AND OFFICIAL RECORDS BOOK 3376, PAGE 2106 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S00°19'54"E A DISTANCE OF 125.00 FEET ALONG A LINE 15.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF SAID PUMP STATION SITE; THENCE N89°59'30"E A DISTANCE OF 205.00 FEET ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID PUMP STATION SITE; THENCE N00°19'54"W A DISTANCE OF 125.00 FEET ALONG A LINE 15.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID PUMP STATION SITE; THENCE S89°59'30"W A DISTANCE OF 15.00 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

CONTAINING 19,800 SQUARE FEET, MORE OR LESS.

PROJECT NUMBER: 2010009-0006

DRAWING NUMBER: T-1

DATE: 07/18/05

REVISED: 10/21/05

REVISED: 12/5/05

REVISED: 12/9/05

PREPARED FOR:

ORANGE COUNTY

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NO MONUMENTS SET OR FOUND.
2. THE BEARINGS SHOWN HEREON ARE ASSUMED BASED ON A BEARING OF N 89°46'18" W ALONG THE NORTH LINE, LOT 1 SHADOW WOOD, P.B. 27, PG. 71.
3. SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
4. R/W DENOTES RIGHT OF WAY; O.R. DENOTES OFFICIAL RECORD BOOK; P.B. DENOTES PLAT BOOK; P.O.C. DENOTES POINT OF COMMENCEMENT; P.O.B. DENOTES POINT OF BEGINNING; P.O.T. DENOTES POINT OF TERMINATION.



BUCHHEIT ASSOCIATES, INC.
SURVEYORS & MAPPERS
427 CenterPointe Circle, Suite 1811
Altamonte Springs, Florida 32701
(407) 331-0505 Fax: (407) 331-3266

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER.

BUCHHEIT ASSOCIATES, INC.
SURVEYORS AND MAPPERS
LICENSED BUSINESS # 8167


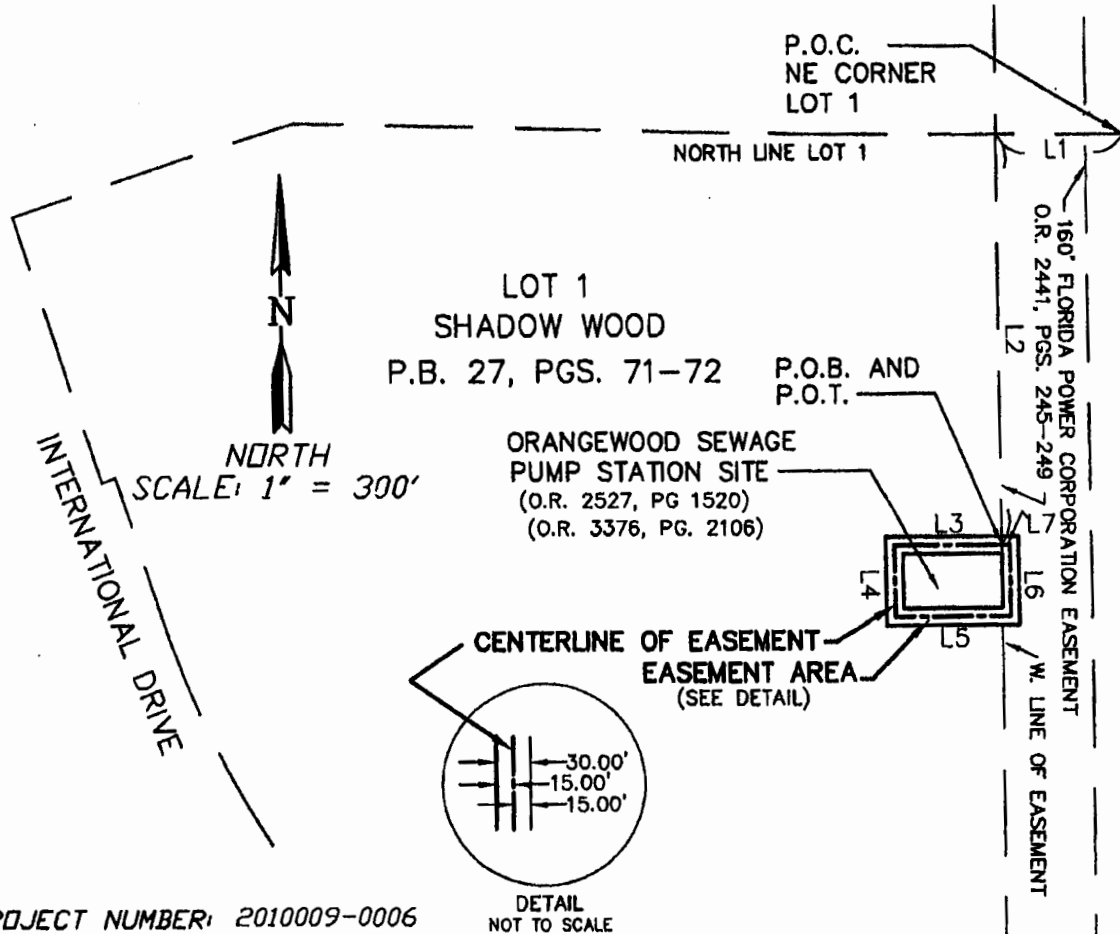
BY: 
KIMBERLY A. BUCHHEIT
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 4838

EXHIBIT "D"
SKETCH OF DESCRIPTION

PARCEL: 701
ESTATE: TEMPORARY EASEMENT
PURPOSE: TEMPORARY CONSTRUCTION

SHEET 2 OF 2



PROJECT NUMBER: 2010009-0006

DRAWING NUMBER: T-1

DATE: 07/18/05

REVISED: 10/21/05

REVISED: 12/5/05

REVISED: 12/9/05

PREPARED FOR:

ORANGE COUNTY



BUCHHEIT ASSOCIATES, INC.
SURVEYORS & MAPPERS

427 CenterPointe Circle, Suite 1811
Altamonte Springs, Florida 32701
(407) 331-0505 Fax: (407) 331-3266

LINE TABLE		
LINE	LENGTH	BEARING
L1	227.51	N89°46'18"W
L2	718.61	S00°19'54"E
L3	190.00	S89°59'30"W
L4	125.00	S00°19'54"E
L5	205.00	N89°59'30"E
L6	125.00	N00°19'54"W
L7	15.00	S89°59'30"W

EXHIBIT "D-1"

NOT FOR EXECUTION

**TEMPORARY EASEMENT
FOR ACCESS
AND OPERATION, MAINTENANCE, AND DEMOLITION
OF FACILITIES**

THIS INDENTURE, made this _____ day of _____ A.D., 2006, between Busch Properties of Florida, Inc., a corporation organized and existing under the laws of Florida, whose address is One Busch Place, St. Louis, MO 63118 ("Grantor") and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose post office address is Box 1393, Orlando, Florida 32802-1393, ("Grantee").

WHEREAS, Grantee has operated and maintained a pump station located on Grantor's property and now desires to demolish said pump station; and

WHEREAS, Grantor desires to convey to Grantee an easement to accommodate Grantee's access to (vehicular and pedestrian) such pump station for its demolition on that portion of the Grantor's lands herein described; and

WHEREAS, Grantor and Grantee desire to commemorate the terms and conditions under which such easement shall be permitted.

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other valuable considerations, paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor for itself, its successors and assigns does hereby grant to Grantee and its assigns, subject to the terms and conditions herein provided, a temporary exclusive easement for utility purposes with full authority to enter upon, excavate, construct, maintain, repair, replace, and demolish as the Grantee and its assigns may deem necessary, a pump station, wastewater lines, water lines, reclaimed water lines, and associated equipment (collectively, the "Facilities"), under and upon the following described lands situate in Orange County aforesaid, to-wit:

SEE ATTACHED SCHEDULE "A"/EXHIBIT "A"

Property Appraiser's Parcel Identification Number(s):

TO HAVE AND TO HOLD said easement unto said Grantee from this date through December 31, 2007, or the date on which Grantee notifies Grantor that Grantee has

Schedule A

notified Grantor that Grantee has concluded demolition of the Facilities, whichever occurs sooner.

The Grantor retains all rights in and to the easement area that do not unreasonably interfere with Grantee's rights granted herein, including but not limited to the right to construct and maintain other utilities in the easement area.

The Grantee herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation, maintenance or repair of the Facilities placed thereon or thereunder by the Grantee and its assigns, out of and away from the herein granted easement, and the Grantor, its successors and assigns, agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the utility facilities installed thereon.

Grantee may at any time increase its use of the easement, change the location of pipelines or other facilities within the boundaries of the easement, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor or Grantor's heirs, successors, or assigns, provided Grantee does not expand its use of the easement beyond the easement boundaries described above.

To the extent provided in Section 768.28, Florida Statutes (2004), Grantee shall indemnify and hold harmless Grantor for claims, suits, actions, damages, judgments, liabilities and expenses in connection with personal injury or property damage occurring on the easement area to the extent arising out of Grantee's use of the easement. Nothing herein shall be construed as a waiver of the Grantee's sovereign immunity beyond that provided in Section 768.28, Florida Statutes (2004).

At such time as Grantee has completed the demolition work contemplated herein then such easement shall be deemed abandoned by Grantee, such easement shall terminate and such rights in the easement area shall revert to Grantor without the need to record any formal agreement of termination by the parties.

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be signed as of the date(s) indicated below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Richard T. Crotty
Orange County Mayor

Date: _____

Schedule A

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

By: _____
Deputy Clerk

Date: _____

BUSCH PROPERTIES OF FLORIDA, INC.

By: _____
Print Name: _____ John C. Martz, Jr.
Its: President

Print Name: _____ Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by John C. Martz, Jr. as President of Busch Properties of Florida, Inc., a Florida corporation. He is personally known to me, or has produced _____ as identification.

**IMPRINT NOTARY PUBLIC
SEAL BELOW**

Notary Public

EXHIBIT "E"
Legal Description and Sketch for Utility Easement

EXHIBIT "E"
SKETCH OF DESCRIPTION
PARCEL: 804 ESTATE; PERPETUAL EASEMENT
PURPOSE: SEWER AND WATER LINE

LEGAL DESCRIPTION (AS PREPARED BY SURVEYOR):

A PORTION OF LOT 1, SHADOW WOOD, AS RECORDED IN PLAT BOOK 27, PAGES 71 AND 72 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1, SHADOW WOOD; THENCE N71°53'36"E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 519.90; THENCE S88°34'21"E ALONG SAID NORTH LINE A DISTANCE OF 918.51 FEET; THENCE S89°46'18"E ALONG SAID NORTH LINE A DISTANCE OF 341.82 FEET TO THE POINT OF BEGINNING ALSO BEING A POINT ON THE EAST LINE OF AN ORANGE COUNTY UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3418, PAGE 2011 OF THE PUBLIC RECORD OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE ALONG THE NORTH LINE OF SAID LOT 1 S89°46'18"E A DISTANCE OF 80.00 FEET; THENCE S 00°19'54"E A DISTANCE OF 828.16 FEET; THENCE S89°59'30"W A DISTANCE OF 80.00 FEET TO THE AFOREMENTIONED EAST LINE OF SAID ORANGE COUNTY EASEMENT; THENCE N00°19'54"W ALONG SAID EASEMENT A DISTANCE OF 828.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.521 ACRES, MORE OR LESS.

PROJECT NUMBER: 2010009-0006

DRAWING NUMBER: P-3.DWG

DATE: 7/18/05

REVISED: 10/21/05

REVISED: 12/5/05

REVISED: 12/9/05

PREPARED FOR:

ORANGE COUNTY



BUCHHEIT ASSOCIATES, INC.
SURVEYORS & MAPPERS
427 CenterPointe Circle, Suite 1811
Altamonte Springs, Florida 32701
(407) 331-0505 Fax: (407) 331-3266

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NO MONUMENTS SET OR FOUND.
2. THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N 71°53'36" E ALONG THE NORTH LINE OF LOT 1 SHADOW WOOD, P.B. 27, PGS. 71-72 (ASSUMED).
3. SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
4. R/W DENOTES RIGHT OF WAY; O.R. DENOTES OFFICIAL RECORD BOOK; P.B. DENOTES PLAT BOOK; P.O.C. DENOTES POINT OF COMMENCEMENT; P.O.B. DENOTES POINT OF BEGINNING.

BUCHHEIT ASSOCIATES, INC.
SURVEYORS AND MAPPERS
LICENSED BUSINESS # 6167

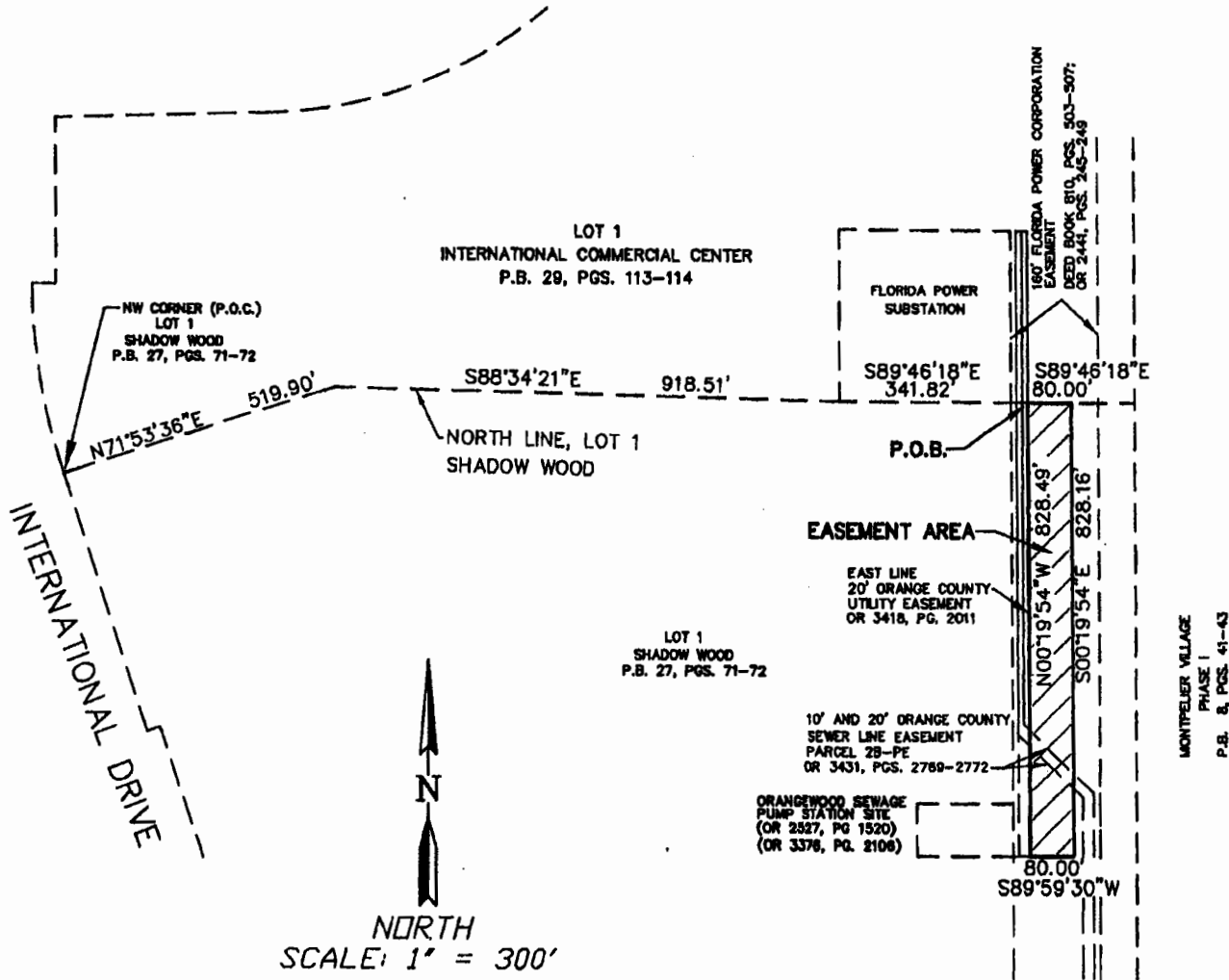
BY:

Buchheit
KIMBERLY A. BUCHHEIT
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 4838

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

EXHIBIT "E"
SKETCH OF DESCRIPTION
PARCEL: 804 ESTATE; PERPETUAL EASEMENT
PURPOSE: SEWER AND WATER LINE

PAGE 2 OF 2



PROJECT NUMBER: 2010009-0006
DRAWING NUMBER: P-3.DWG
DATE: 7/18/05
REVISED: 10/21/05
REVISED: 12/5/05
REVISED: 12/9/05

PREPARED FOR:
ORANGE COUNTY



BUCHHEIT ASSOCIATES, INC.
SURVEYORS & MAPPERS
427 CenterPointe Circle, Suite 1811
Altamonte Springs, Florida 32701
(407) 331-0505 Fax: (407) 331-3266

EXHIBIT "E-1"

NOT FOR EXECUTION

UTILITY EASEMENT

THIS INDENTURE, made this _____ day of _____ A.D., 2005, between Busch Properties of Florida, Inc., a corporation organized and existing under the laws of Florida, whose address is One Busch Place, St. Louis, MO 63118 ("Grantor") and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose post office address is P.O. Box 1393, Orlando, Florida 32802-1393, ("Grantee").

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other valuable considerations, paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor for itself, its successors and assigns does hereby grant and convey to Grantee and its assigns a perpetual non-exclusive easement for utility purposes with full authority to enter upon, excavate, construct, maintain, repair and replace as the Grantee and its assigns may deem necessary, wastewater lines, water lines, and reclaimed water lines, and associated equipment (the "Facilities"), under and upon the following described lands situate in Orange County aforesaid, to-wit:

SEE ATTACHED SCHEDULE "A"/EXHIBIT "A"

Property Appraiser's Parcel Identification Number(s):

TO HAVE AND TO HOLD said easement unto said Grantee and its assigns forever.

The Facilities shall be below ground level, except for normal above ground level hardware and equipment common to such facilities.

The Grantor retains all rights in and to the easement area that do not unreasonably interfere with Grantee's rights granted herein, including but not limited to the right to construct and maintain other utility lines in the easement area.

The Grantee herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation, maintenance or repair of the Facilities placed thereon by the Grantee and its assigns, out of and away from the herein granted easement, and the Grantor, its successors and

Schedule A

assigns, agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the utility facilities installed thereon.

Grantee may at any time increase its use of the easement, change the location of pipelines or other facilities within the boundaries of the easement, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to Grantor or Grantor's heirs, successors, or assigns, provided Grantee does not expand its use of the easement beyond the easement boundaries described above.

To the extent provided in Section 768.28, Florida Statutes (2004), Grantee shall defend, indemnify and hold harmless Grantor for claims, suits, actions, damages, judgments, liabilities and expenses in connection with personal injury or property damage occurring on the Easement Area to the extent arising out of Grantee's use of the Easement. Nothing herein shall be construed as a waiver of the Grantee's sovereign immunity beyond that provided in Section 768.28, Florida Statutes (2004).

Grantor shall have the right to relocate the easement area if such relocation is necessary to accommodate Grantor's future development of Grantor's property. Such relocation shall be at Grantor's sole cost and expense and Grantor shall grant to Grantee a replacement easement in a location reasonably approved by Grantee and of a size comparable to the easement area being relocated and Grantee shall execute an agreement terminating the relocated easement.

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be signed as of the date(s) indicated below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Richard T. Crotty
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Date: _____

Schedule A

BUSCH PROPERTIES OF FLORIDA, INC.

Print Name: _____ By: _____
John C. Martz, Jr.
Its: President

Print Name: _____ Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by John C. Martz, Jr. as President of Busch Properties of Florida, Inc., a Florida corporation. He is personally known to me, or has produced _____ as identification.

**IMPRINT NOTARY PUBLIC
SEAL BELOW**

Notary Public

SCHEDULE B



**Orangewood Pump Station Replacement Project
Exchange of Property Between Orange County and Busch Properties
Administrator's Senior Staff
October 20, 2005**

Background

- Orangewood Regional Pump Station scheduled for replacement
- Existing pump station site is near entrance to the proposed Sea World attraction
- Construction of the replacement pump station at alternate site is technically and economically feasible

Proposed Exchange

- The proposed property exchange involves a three-way swap between Utilities Department, the Convention Center, and Busch Properties
- Existing pump station site to be transferred to Busch Properties (0.46 acres)
- Replacement pump station to be constructed on property owned by Convention Center (0.46 acres)
- Utility and access easements to be conveyed to Utilities Department and Convention Center (4.15 acres)

Benefits to County

- Comparable land value received
- Permanent paved access road to existing water plant and new pump station
- New entrance and use of new access road on south side of Convention Center property

Other Issues

- Remediation of soil and groundwater at existing pump station site
- New Sea World attraction scheduled for Summer 2007 opening
- Timing of new attraction will require future Utilities Design and Construction Agreement

Actions

- Real Estate Management to schedule Agreement to Exchange Properties for BCC approval on consent agenda.
- Proceed with Utilities Design and Construction Agreement and associated amendments to remediation agreement

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 101
ESTATE: Fee Simple
PURPOSE: Pump Station

Legal Description

A parcel of land lying in Section 7, Township 24 South, Range 29 East, being a portion of Lot 1, INTERNATIONAL COMMERCIAL CENTER, according to the plat thereof recorded in Plat Book 29 at Page 113 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Lot 1, also being the northeast corner of SHADOW WOOD, according to the plat thereof recorded in Plat Book 27 at Page 71 of said Public Records; thence run North 89°46'18" West, along the south boundary of said Lot 1 and along the north line of said SHADOW WOOD, a distance of 227.51 feet to the southeast corner of a Florida Power Corporation Power Substation as depicted on said plat of INTERNATIONAL COMMERCIAL CENTER; thence departing said north line, run North 00°19'54" West, along the west boundary of said Lot 1 and along the east boundary of said Florida Power Corporation Power Substation, a distance of 319.00 feet to the POINT OF BEGINNING; thence run North 89°46'18" West, along the south boundary of said Lot 1 and along the north line of said Florida Power Corporation Power Substation, a distance of 200.00 feet; thence departing said south boundary and north line of said Florida Power Corporation Power Substation, run North 00°19'54" West, a distance of 100.00 feet; thence run South 89°46'18" East, a distance of 200.00 feet; thence run South 00°19'54" East, a distance of 100.00 feet to the POINT OF BEGINNING.

The above described parcel of land lies in Orange County, Florida and contains 20,000 square feet or 0.459 acres, more or less.

Surveyors Notes

- 1) This sketch and description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 2) Bearings depicted hereon are relative to an assumed datum based on the bearing of the east line of Lot 1, INTERNATIONAL COMMERCIAL CENTER, according to the plat thereof recorded in Plat Book 29 at Page 113 of the Public Records of Orange County, Florida as being South 00° 19'54" East, as shown on said plat.
- 3) The location and configuration of the lands surveyed were prepared at the direction and approval of the client. The legal description shown hereon was prepared by the surveyor at the request of the client.
- 4) The lands described and depicted hereon were not abstracted by this firm for ownership, easements, rights-of-way or other matters of title.
- 5) This sketch and description is certified for the exclusive use of Orange County.

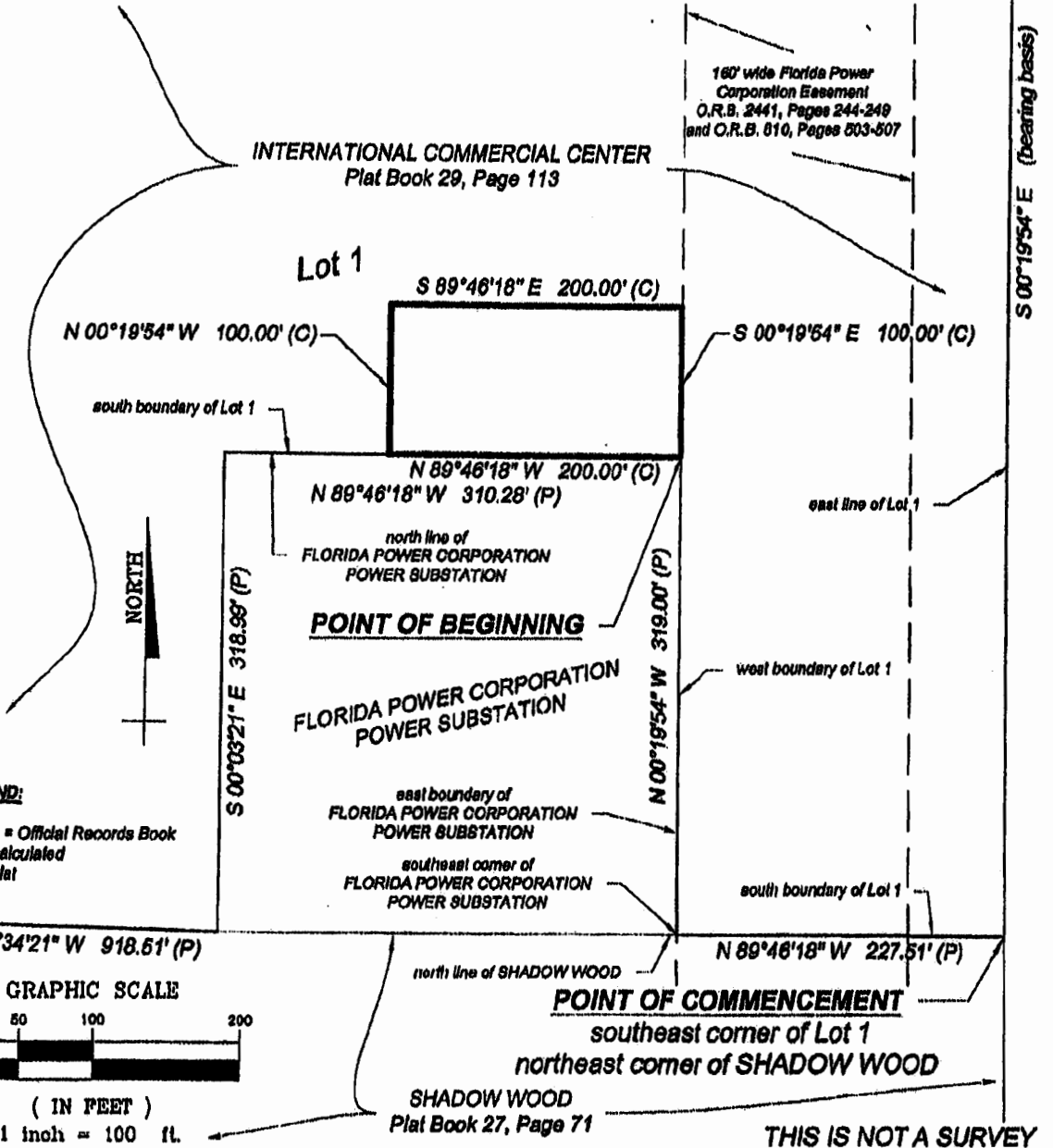
Robert M. Jones 1/25/17

Robert M. Jones, PLS
 Florida Licensed Surveyor and Mapper No. LS004201

THIS IS NOT A SURVEY

<p>PROJECT TITLE: Orange County Utilities Department Pump Station # F1367 (Sea World) Sketch and Description</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">01/25/2017</td> <td style="width: 15%;">P.L.S.</td> <td style="width: 70%;">revised legal description</td> </tr> <tr> <td>DATE</td> <td>BY</td> <td>DESCRIPTION</td> </tr> <tr> <td colspan="3" style="text-align: center;">REVISION</td> </tr> <tr> <td>DRAWN BY: PERV</td> <td>CHKD. BY: RMJ</td> <td></td> </tr> <tr> <td>DATE: 01/04/2017</td> <td>DATE: 01/04/2017</td> <td></td> </tr> <tr> <td>JOB No. 037A.18.0083</td> <td>SCALE: N/A</td> <td>SHT. 1 OF 2</td> </tr> <tr> <td colspan="3">DRAWING NAME: 0083 PS # F1367.dwg</td> </tr> </table>	01/25/2017	P.L.S.	revised legal description	DATE	BY	DESCRIPTION	REVISION			DRAWN BY: PERV	CHKD. BY: RMJ		DATE: 01/04/2017	DATE: 01/04/2017		JOB No. 037A.18.0083	SCALE: N/A	SHT. 1 OF 2	DRAWING NAME: 0083 PS # F1367.dwg		
01/25/2017	P.L.S.	revised legal description																				
DATE	BY	DESCRIPTION																				
REVISION																						
DRAWN BY: PERV	CHKD. BY: RMJ																					
DATE: 01/04/2017	DATE: 01/04/2017																					
JOB No. 037A.18.0083	SCALE: N/A	SHT. 1 OF 2																				
DRAWING NAME: 0083 PS # F1367.dwg																						
 <p>Amec Foster Wheeler Environment & Infrastructure, Inc. 78 East Annis Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 822-7670 Fax: (407) 822-7670 Certificate of Authorization Number LD-0007932</p>																						

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 101
ESTATE: Fee Simple
PURPOSE: Pump Station



PROJECT TITLE:
 Orange County Utilities Department
 Pump Station # F1367 (Sea World)
 Sketch and Description



Amec Foster Wheeler
 Environment & Infrastructure, Inc.
 75 East Amelia Street, Suite 200
 Orlando, FL 32801 USA
 Phone: (407) 822-7570 Fax: (407) 822-7576
 Certificate of Authorization Number LB-0007632

01/26/2017	P.E.W.	initial legal description
DATE	BY	DESCRIPTION
REVISION		
DRAWN BY: PEW	CHKD. BY: RMJ	
DATE: 01/04/2017	DATE: 01/04/2017	
JOB No. 637A.18.0883	SCALE: N/A	SHT. 2 OF 2
DRAWING NAME: 0883 PG # F1367.dwg		

NOV 28 2017

Project: Pump Station F3167 (Sea World)

NOTICE OF RESERVATION

ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HEREBY reserves a fee simple interest on the following property for a pump station site:

SEE ATTACHED SCHEDULE "A"
a portion of
Property Appraiser's Identification No.:

07-24-29-3847-00-010

ORANGE COUNTY shall retain its fee simple interest in the described parcel despite any transfer of fee title.

Dated at Orlando, Florida this NOV 28 2017.

IN WITNESS WHEREOF, the said COUNTY has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

(Official Seal)

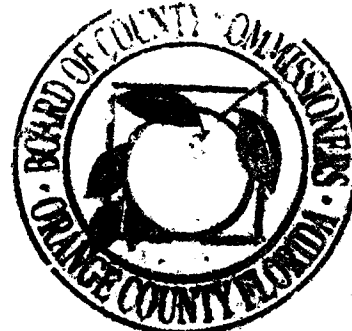
ORANGE COUNTY, FLORIDA
By Board of County Commissioners

BY: *Aeresa Jacobs*
Aeresa Jacobs
Orange County Mayor

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

BY: *Katie Smith*
Deputy Clerk
Katie Smith

Printed Name



This instrument prepared by: Monica Hand, a staff employee in the course of duty with the Real Estate Management Division of Orange County, Florida

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 101
ESTATE: Fee Simple
PURPOSE: Pump Station

Legal Description

A parcel of land lying in Section 7, Township 24 South, Range 29 East, being a portion of Lot 1, INTERNATIONAL COMMERCIAL CENTER, according to the plat thereof recorded in Plat Book 29 at Page 113 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Lot 1, also being the northeast corner of SHADOW WOOD, according to the plat thereof recorded in Plat Book 27 at Page 71 of said Public Records; thence run North 89°46'18" West, along the south boundary of said Lot 1 and along the north line of said SHADOW WOOD, a distance of 227.51 feet to the southeast corner of a Florida Power Corporation Power Substation as depicted on said plat of INTERNATIONAL COMMERCIAL CENTER; thence departing said north line, run North 00°19'54" West, along the west boundary of said Lot 1 and along the east boundary of said Florida Power Corporation Power Substation, a distance of 319.00 feet to the POINT OF BEGINNING; thence run North 89°46'18" West, along the south boundary of said Lot 1 and along the north line of said Florida Power Corporation Power Substation, a distance of 200.00 feet; thence departing said south boundary and north line of said Florida Power Corporation Power Substation, run North 00°19'54" West, a distance of 100.00 feet; thence run South 89°46'18" East, a distance of 200.00 feet; thence run South 00°19'54" East, a distance of 100.00 feet to the POINT OF BEGINNING.

The above described parcel of land lies in Orange County, Florida and contains 20,000 square feet or 0.459 acres, more or less.

Surveyors Notes

- 1) This sketch and description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- 2) Bearings depicted hereon are relative to an assumed datum based on the bearing of the east line of Lot 1, INTERNATIONAL COMMERCIAL CENTER, according to the plat thereof recorded in Plat Book 29 at Page 113 of the Public Records of Orange County, Florida as being South 00°19'54" East, as shown on said plat.
- 3) The location and configuration of the lands surveyed were prepared at the direction and approval of the client. The legal description shown hereon was prepared by the surveyor at the request of the client.
- 4) The lands described and depicted hereon were not abstracted by this firm for ownership, easements, rights-of-way or other matters of title.
- 5) This sketch and description is certified for the exclusive use of Orange County.

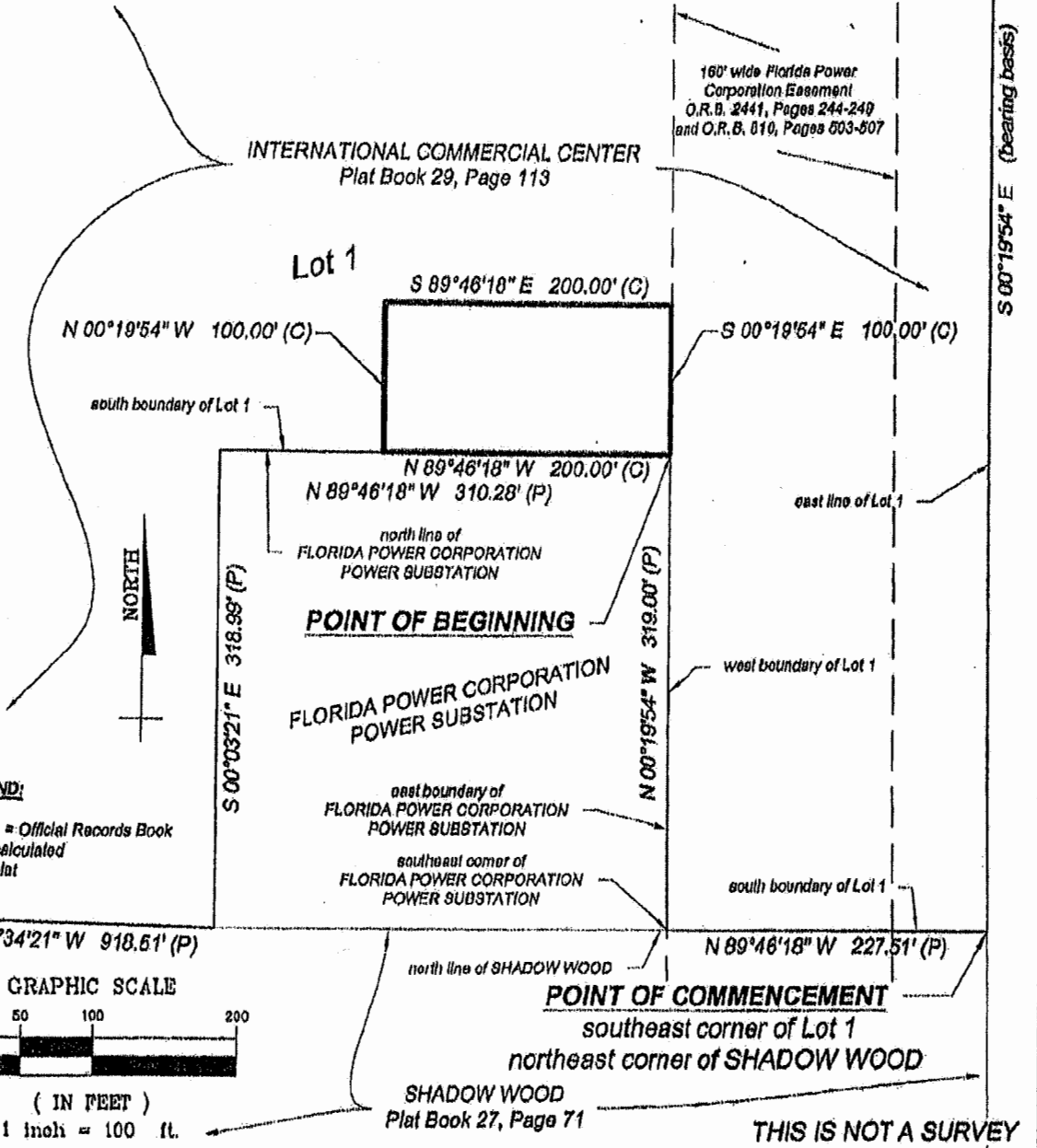
Robert M. Jones 1/25/17

Robert M. Jones, PLS
 Florida Licensed Surveyor and Mapper No. LS004201

THIS IS NOT A SURVEY

PROJECT TITLE: Orange County Utilities Department Pump Station # F1367 (Sea World) Sketch and Description		<table border="1"> <tr> <td>01/28/2017</td> <td>P.E.V.</td> <td>revised legal description</td> </tr> <tr> <td>DATE</td> <td>BY</td> <td>DESCRIPTION</td> </tr> <tr> <td colspan="3" style="text-align: center;">REVISION</td> </tr> </table>		01/28/2017	P.E.V.	revised legal description	DATE	BY	DESCRIPTION	REVISION		
01/28/2017	P.E.V.	revised legal description										
DATE	BY	DESCRIPTION										
REVISION												
 amec foster wheeler	Amec Foster Wheeler Environment & Infrastructure, Inc. 75 East Amelia Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 622-7870 Fax: (407) 622-7870 Certificate of Authorization Number LD-0007932		DRAWN BY: PEV DATE: 01/04/2017 JOB No: 6374.16.0083 SCALE: N/A DRAWING NAME: 0083 PS # F1367.dwg									
			CHG. BY: RAM DATE: 01/04/2017 SHEET: 1 OF: 2									

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 101
ESTATE: Fee Simple
PURPOSE: Pump Station



PROJECT TITLE: Orange County Utilities Department Pump Station # F1367 (Sea World) Sketch and Description		<table border="1"> <tr> <td>01/28/2017</td> <td>P.B.W.</td> <td>revised legal description</td> </tr> <tr> <td>DATE</td> <td>BY</td> <td>DESCRIPTION</td> </tr> </table>		01/28/2017	P.B.W.	revised legal description	DATE	BY	DESCRIPTION		
01/28/2017	P.B.W.	revised legal description									
DATE	BY	DESCRIPTION									
 <p>Amec Foster Wheeler Environment & Infrastructure, Inc. 76 East Amolite Street, Suite 200 Orlando, FL 32801 USA Phone: (407) 822-7670 Fax: (407) 822-7678 Certificate of Authorization Number LB-0007932</p>		<table border="1"> <tr> <td colspan="2">REVISION</td> </tr> <tr> <td> DRAWN BY: <u>P.W.</u> DATE: <u>01/04/2017</u> </td> <td> CHKD. BY: <u>RMJ</u> DATE: <u>01/04/2017</u> </td> </tr> <tr> <td>JOB No. 0374.16.0009</td> <td>SCALE: N/A</td> </tr> <tr> <td colspan="2"> SHEET: <u>2</u> OF: <u>2</u> </td> </tr> </table>		REVISION		DRAWN BY: <u>P.W.</u> DATE: <u>01/04/2017</u>	CHKD. BY: <u>RMJ</u> DATE: <u>01/04/2017</u>	JOB No. 0374.16.0009	SCALE: N/A	SHEET: <u>2</u> OF: <u>2</u>	
REVISION											
DRAWN BY: <u>P.W.</u> DATE: <u>01/04/2017</u>	CHKD. BY: <u>RMJ</u> DATE: <u>01/04/2017</u>										
JOB No. 0374.16.0009	SCALE: N/A										
SHEET: <u>2</u> OF: <u>2</u>											
DRAWING NAME: 0483 PG # F1367.dwg											