



Interoffice Memorandum

June 22, 2020

TO: Mayor Jerry L. Demings  
and Board of County Commissioners

FROM: Raymond E. Hanson, P.E., Director  
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson", written over the printed name of the sender.

SUBJECT: **BCC AGENDA ITEM – Consent Agenda  
July 7, 2020 BCC Meeting  
Utility Line Construction Reimbursement Agreement (42”  
Wastewater Force Main)  
Contact Person: Andres Salcedo, P. E., Deputy Director  
Utilities Department  
407-254-9719**

As part of their improvements, Universal City Development Partners, LTD., the “developer”, will be relocating an existing Orange County 42” wastewater force main on their property to run along the southern and eastern perimeter of their project boundary and over the Orange County South Water Reclamation Facility property.

Orange County has determined the developer’s improvements will provide certain public benefits including, but not limited to, enhanced tax revenues, enhanced wastewater fees, and increased employment opportunities, and that the expenditure of funds in the achievement of the objectives of this agreement is in the public interest.

The County will issue a credit against wastewater capital charges payable by the Developer in an amount equal to 40% of the relocated force main costs actually incurred by the Developer and approved by the County in accordance with the terms of this agreement (the “Capital Charge Credit”). The Capital Charge Credit to be paid by Orange County under this agreement is limited to a total payment obligation amount of \$5,022,440.72.

The County Attorney’s Office and Risk Management Division staff have reviewed the agreement and find it acceptable. Utilities Department staff recommends approval.

**Action Requested: Approval and execution of Utility Line Construction Reimbursement Agreement (42” Wastewater Force Main) by and between Orange County and Universal City Development Partners, LTD. in the total payment obligation amount of \$5,022,440.72.**

District 6.

## **UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT (42" WASTEWATER FORCE MAIN)**

**THIS UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT** (the "**Agreement**") is made and entered into as of the date of last execution below (the "**Effective Date**") by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (the "**COUNTY**") whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 and **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**, a Florida limited partnership (the "**DEVELOPER**") whose address is 1000 Universal Studios Plaza, Orlando, Florida 32819. Hereinafter, the **COUNTY** and the **DEVELOPER** may be referred to individually as a "**Party**" or collectively as the "**Parties**."

### **RECITALS**

**WHEREAS**, the **DEVELOPER** is the fee simple owner of certain real property located in unincorporated Orange County, as more particularly described and depicted on **Exhibit "A"** attached hereto and made a part hereof by this reference (the "**Property**"); and

**WHEREAS**, the **DEVELOPER** contemplates the development of a number of improvements for various uses within the **Property** (collectively the "**Project**"); and

**WHEREAS**, the **COUNTY** presently owns and operates a 42" wastewater force main (the "**Existing Force Main**") located within a 15' wide Orange County Force Main Easement that runs North/South through the **Property** as more particularly described in that certain Easement Donation Deed for the Orangewood Force Main Connector recorded in Official Records Book 2706, Page 1644 of the Official Records of Orange County, Florida, as modified by that certain Partial Termination of Easement Interests recorded in Official Records Book 8004, Page 4246 of the Official Records of Orange County, Florida (collectively, the "**Existing Force Main Easement**"); and

**WHEREAS**, the **COUNTY** presently owns and operates a reclaim water line (the "**Existing Reclaim Line**") that runs North/South through the **Property** concurrently with the Existing Force Main, as more particularly described in that certain Easement recorded in Official Records Book 3483, Page 1411, as affected by that certain Order of Taking recorded in Official Records Book 3408, Page 2469 and that certain Easement Use Confirmation recorded in Official Records Book 6262, Page 5054, all in the Official Records of Orange County, Florida (collectively, the "**Existing Reclaim Line Easement**"); and

**WHEREAS**, the Parties acknowledge that replacement of the Existing Force Main and related infrastructure is in the public interest due to the facility's current location, age, and condition, and is required to prevent potential disruption to services; and

**WHEREAS**, the Parties also acknowledge that in order to proceed with development of the Project certain utility infrastructure located on the Property must be relocated, including a portion of the Existing Force Main; and

**WHEREAS**, the COUNTY and the DEVELOPER agree that the DEVELOPER will cause to be constructed a new 42" wastewater force main which will connect to the Existing Force Main at or near the point where the Existing Force Main intersects the northern right-of-way line of Destination Parkway, and then run in a northeasterly direction in or adjacent to the Destination Parkway right-of-way, passing beneath an existing drainage canal which traverses a portion of the Property and which is commonly referred to as the Central Canal in a mutually agreed manner (the "**Canal Crossing**"), continuing then in a northeasterly direction in or adjacent to the Destination Parkway right-of-way until it intersects with the existing 50' utility easement described in that certain Utility Easement recorded in Official Records Book 8382, Page 3458 of the Official Records of Orange County, Florida (the "**Eastern Loop Force Main Easement**"), then continuing within said Eastern Loop Force Main Easement in a northwesterly direction until turning north and running to the southwest corner of the Orange County South Water Reclamation Facility (Orange County Property Appraiser Parcel ID # 32-23-29-0000-00-003) (the "**SWRF**") at which point it will enter the SWRF property and continue in a northerly direction before turning and connecting to the SWRF headworks, all as generally depicted on **Exhibit "B"** attached hereto and made a part hereof by this reference (the new 42" wastewater force main is hereinafter referred to as the "**Relocated Force Main**"); and

**WHEREAS**, the COUNTY and the DEVELOPER agree that the Existing Reclaim Line will be connected to an existing reclaim water line that runs through and along Destination Parkway and Universal Boulevard in a location mutually agreeable to the COUNTY and DEVELOPER (the "**Reclaim Connection Point**"); and

**WHEREAS**, prior to or concurrent with completion of the Relocated Force Main and acceptance thereof by the COUNTY pursuant to the terms of this Agreement, DEVELOPER shall convey to the COUNTY a mutually agreed upon non-exclusive easement as is necessary to ensure the COUNTY's right to operate and maintain the Relocated Force Main on that certain real property more particularly described on **Exhibit "C-1"** attached hereto and incorporated herein by this reference (the "**Relocated Force Main Easement**"); and

**WHEREAS**, upon completion of the Relocated Force Main and acceptance thereof by the COUNTY pursuant to the terms of this Agreement, the COUNTY shall convey to the DEVELOPER a mutually agreed upon non-exclusive slope easement over that certain real property more particularly described on **Exhibit "C-2"** attached hereto and incorporated herein by this reference (the "**Slope Easement**"); and

**WHEREAS**, prior to commencement of construction of the portion of the Relocated Force Main that is proposed within property owned by Destinaton Shoppes, LP, a Florida limited partnership ("**Destination Shoppes**"), pursuant to the terms of this Agreement, DEVELOPER

shall require Destination Shoppes to convey to the COUNTY, or shall otherwise convey, a non-exclusive easement in a form acceptable to the COUNTY as is necessary to ensure the COUNTY's right to operate and maintain the Relocated Force Main on that certain real property more particularly described on **Exhibit "C-3"** attached hereto and incorporated herein by this reference (the "**Destination Shoppes Relocated Force Main Easement**"); and

**WHEREAS**, once the Relocated Force Main, Destination Shoppes Relocated Force Main Easement, and the Relocated Force Main Easement have been accepted by the COUNTY, the COUNTY shall take such steps as are necessary to transfer the ownership of that portion of the Existing Force Main which will be taken off-line (the "**Abandoned Force Main**") to the DEVELOPER such that the DEVELOPER may use or abandon the Abandoned Force Main at the discretion of the DEVELOPER; and

**WHEREAS**, once the Reclaim Connection Point has been accepted by the COUNTY, the COUNTY shall take such steps as are necessary to transfer the ownership of that portion of the Existing Reclaim Line which will be taken off-line (the "**Abandoned Reclaim Line**") to the DEVELOPER such that the DEVELOPER may use or abandon the Abandoned Reclaim Line at the discretion of the DEVELOPER; and

**WHEREAS**, at such time as the Relocated Force Main has been brought on-line and wastewater flow redirected from the Abandoned Force Main to the Relocated Force Main the COUNTY shall (i) release of record that portion of the Existing Force Main Easement containing the Abandoned Force Main, as more particularly described on **Exhibit "D"** attached hereto and incorporated herein by this reference (the "**Force Main Termination Area**"), (ii) terminate of record that certain Utility Easement recorded in Official Records Book 10050, Page 3984, of the Official Records of Orange County, Florida (the "**Utility Easement**"), and (iii) release of record a portion of that certain Utility Easement recorded in Official Records Book 10050, Page 3923, of the Official Records of Orange County, Florida (the "**Parcel 1 Utility Easement**"), which portion is more particularly described on **Exhibit "D-1"** (the "**Parcel 1 Easement Termination Area**"); and

**WHEREAS**, at such time as the Reclaim Connection Point is brought on-line, the COUNTY shall release of record that portion of the Existing Reclaim Line Easement containing the Abandoned Reclaim Line, as more particularly described on **Exhibit "D"** (the "**Reclaim Line Termination Area**"); and

**WHEREAS**, at such time as the Reclaim Connection Point and the Relocated Force Main are brought on-line, wastewater flow is redirected from the Abandoned Force Main to the Relocated Force Main, and the existing utilities infrastructure located within that portion of the Eastern Loop Force Main Easement described on **Exhibit "E"** attached hereto and incorporated herein by this reference has been taken off-line, the County shall terminate of record that portion of the Eastern Loop Force Main Easement described on **Exhibit "E"**; and

**WHEREAS**, upon release of the Force Main Termination Area from the Existing Force Main Easement, the DEVELOPER shall acquire the ownership of and maintenance obligations related to all of the force main facilities and appurtenances within the Force Main Termination

Area and shall have the right, but not the obligation, to remove the Abandoned Force Main and to backfill the void caused by such removal; and

**WHEREAS**, upon release of the Reclaim Line Termination Area from the Existing Reclaim Line Easement, the DEVELOPER shall acquire the ownership of and maintenance obligations related to all of the reclaim water main facilities and appurtenances within the Reclaim Line Termination Area and shall have the right, but not the obligation, to remove the Abandoned Reclaim Line and to backfill the void caused by such removal; and

**WHEREAS**, the design, engineering, surveying, geotechnical engineering, environmental work, permitting, bidding, inspection, construction, construction administration, final testing, certification, and maintenance guarantee of the Relocated Force Main (including the Canal Crossing) are collectively referred to herein as the “**Utility Work**”; and

**WHEREAS**, DEVELOPER is willing to complete the COUNTY portion of the Utility Work in return for credits against wastewater capital charges to be paid in the future in connection with the Project; and

**WHEREAS**, the COUNTY has determined that development of the Project and completion of the Utility Work shall provide certain public benefits including, but not limited to, enhanced tax revenues, enhanced wastewater fees and increased employment opportunities and that the expenditure of funds in the achievement of the objectives of this Agreement as hereafter provided is in the public interest; and

**WHEREAS**, the COUNTY has further determined that allowing the DEVELOPER to undertake the Utility Work under the terms and conditions set forth herein and the conveyance of the Relocated Force Main Easement, the Destination Shoppes Relocated Force Main Easement, and the Slope Easement are in the interest of the public; and

**WHEREAS**, the Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which (i) the DEVELOPER shall construct the Utility Work; (ii) the DEVELOPER shall grant the COUNTY the Relocated Force Main Easement and require Destination Shoppes to grant or the DEVELOPER shall otherwise grant to the COUNTY the Destination Shoppes Relocated Force Main Easement, (iii) the COUNTY shall grant to the DEVELOPER the Slope Easement, (iv) the COUNTY shall terminate the Existing Force Main Easement over the Force Main Termination Area, (v) the COUNTY shall terminate the Existing Reclaim Line Easement over the Reclaim Line Termination Area, (vi) the COUNTY shall terminate the Parcel 1 Utility Easement over the Parcel 1 Easement Termination Area, (vii) the COUNTY shall terminate the Utility Easement and the portion of the Eastern Loop Force Main Easement described on **Exhibit “E”**, and (viii) the COUNTY shall reimburse the DEVELOPER for a portion of the Relocated Force Main Cost (as defined Section 2.2 below) in the form of a credit against wastewater capital charges, all as more fully contemplated below.

**NOW, THEREFORE**, in consideration of the premises hereof and the mutual covenants set forth herein, the Parties hereby agree as follows:

**SECTION 1. RECITALS INCORPORATED.**

All of the recitals set forth above are true and correct, and are incorporated herein and made a part hereof by this reference.

**SECTION 2. PREPARATION OF CONSTRUCTION PLANS, BIDS AND CONTRACT.**

**2.1 Construction Plans.** The DEVELOPER has caused to be prepared a set of design plans for the Utility Work which is currently under review by the COUNTY for approval. The contract for the design plans shall provide that the COUNTY is a third-party beneficiary with regard to insurance against the design professional's errors and omissions. The review and approval under this Agreement by the COUNTY is in its proprietary capacity as a Party to this Agreement and is in addition to any governmental permitting functions the COUNTY may be otherwise obligated to perform. Upon final acceptance of the design plans, the COUNTY shall provide the DEVELOPER with written notification of such acceptance. Once approved by the COUNTY, the design plans shall be referred to as the "**Construction Plans**". The Construction Plans, technical specifications submitted by the DEVELOPER, and the Orange County Utilities Standards and Construction Specifications Manual (existing as of the date the Construction Plans are approved) shall be collectively referred as the "**Construction Documents**". The DEVELOPER must adhere to the Orange County Utilities Standards and Construction Specifications Manual existing as of the date the Construction Plans are approved.

**2.2 Bidding.** The COUNTY acknowledges that (i) the DEVELOPER has obtained at least three (3) responsive bids from responsible bidders qualified to do the Utility Work and the removal of the Abandoned Force Main and the Abandoned Reclaim Line based on the design plans referenced in Section 2.1 above, and (ii) the bids obtained by the DEVELOPER are a lump sum amount for construction of the Utility Work and the removal of the Abandoned Force Main and the Abandoned Reclaim Line in accordance with the Construction Documents, including all materials, labor, testing, field investigations, surveys, project management, mobilization, permitting, bonds, overhead and profit, insurance, record documents, as-builts, erosion control, clean-up, and any other expense associated with the construction of the Relocated Force Main. The bid cost for the Utility Work and any change orders approved by the parties, exclusive of costs associated with abandonment or removal of the Abandoned Force Main and the Adandoned Reclaim Line, is referred to in this Agreement as the "**Relocated Force Main Cost.**"

(i) The DEVELOPER shall select the highest scoring responsible and responsive bid based on its usual selection criteria which includes, but is not limited to, bid price, provided that the selected bid does not exceed the lowest responsible and responsive bid by more than ten percent (10%).

(ii) The DEVELOPER shall notify the COUNTY in writing of the bid selection by providing copies of the itemized bids.

(iii) The COUNTY shall have fifteen (15) business days following receipt of written notification from the DEVELOPER of the selected bid to review and notify the DEVELOPER, in writing, of the COUNTY's acceptance of

the selected bid, or if the bid is not accepted, the reasons for rejection of the selected bid; provided, however, the COUNTY's review of the bid shall not include a review of the costs for the abandonment or removal of the Abandoned Force Main and the Abandoned Reclaim Line and such costs shall not be a basis for the COUNTY to reject the bid, as the cost of the abandonment or removal of the Abandoned Force Main and the Abandoned Reclaim Line is the responsibility of the DEVELOPER and not subject to reimbursement hereunder. In the event the COUNTY does not accept the selected bid, the DEVELOPER shall have 120 days to address the rejection of the selected bid. In the event the Parties cannot agree on the selected bid within the 120-day period to cure, either the DEVELOPER or the COUNTY may terminate this Agreement upon notice of termination to the other Party, and neither Party shall be liable for or be entitled to bring any action against the other for damages.

**2.3 Construction Contract.** The DEVELOPER shall ensure that the construction contract(s) for the Utility Work (the "**Construction Contract**") provide(s) for:

(i) a performance bond and a payment bond pursuant to Section 8.1 of this Agreement. Each bond shall be in the amount of the value of the Construction Contract. The performance bond shall ensure that the construction contractor fully, promptly, and faithfully performs the contract and all obligations thereunder. The payment bond shall ensure that the construction contractor shall promptly make payment to all persons supplying services, labor, material, or supplies used directly or indirectly by the contractor, or any subcontractor(s) in the prosecution of the work provided for in the Construction Contract.

(ii) a maintenance guarantee pursuant to Section 8.2 of this Agreement for the Utility Work performed, which maintenance guarantee shall be in force and effect for a period of one (1) year from the date on which the COUNTY accepts ownership and maintenance responsibility for the Utility Work.

### **SECTION 3. CONVEYANCE OF EASEMENTS.**

The DEVELOPER shall convey to the COUNTY the Relocated Force Main Easement prior to or concurrent with the completion of the Relocated Force Main and acceptance thereof by the COUNTY pursuant to the terms of this Agreement. The terms and conditions of such easement shall be mutually agreeable to the COUNTY and DEVELOPER. The DEVELOPER shall cause Destination Shoppes to convey to the COUNTY the Destination Shoppes Relocated Force Main Easement prior to commencement of construction of the portion of the Relocated Force Main that is proposed within property owned by Destination Shoppes pursuant to the terms of this Agreement. The terms and conditions of such easement must be acceptable to the COUNTY. Additionally, (i) upon the COUNTY's acceptance of the Relocated Force Main, the Destination Shoppes Relocated Force Main Easement, and the Relocated Force Main Easement, the COUNTY shall (a) bring on-line the Relocated Force Main and redirect wastewater flow from the Abandoned Force Main to the Relocated Force Main, (b) transfer ownership of the Abandoned Force Main to the DEVELOPER, and (c) take such action as is necessary so that the DEVELOPER may use or abandon the Abandoned Force Main at the discretion of the



DEVELOPER and (ii) upon the COUNTY's acceptance of the Reclaim Connection Point, the COUNTY shall (a) bring on-line the Reclaim Connection Point, (b) take off-line the Abandoned Reclaim Line, (c) transfer the ownership of the Abandoned Reclaim Line to the DEVELOPER, and (d) take such action as is necessary so that the DEVELOPER may use or abandon the Abandoned Reclaim Line at the discretion of the DEVELOPER.

**SECTION 4. PERMITS.**

The DEVELOPER shall apply for and obtain or cause to be applied for and obtained all necessary governmental permits and approvals for the Utility Work. The COUNTY agrees to cooperate and assist the DEVELOPER or its contractor in its obtaining of all necessary permits related to the Utility Work. The DEVELOPER shall deliver or cause to be delivered to the COUNTY copies of all applicable permits at the time of final approval by the COUNTY, prior to commencement of construction.

**SECTION 5. COMMENCEMENT OF WORK.**

After the execution of this Agreement, issuance of all required permits, COUNTY approval of the Construction Plans, COUNTY approval of the selected bidder for the Utility Work, and the COUNTY's receipt of the required items as stated herein, the DEVELOPER will commence or cause to be commenced the Utility Work, based upon the Construction Plans and permits for the same.

**SECTION 6. PAYMENT OF COSTS AND RELEASE OF EASEMENTS.**

**6.1 Payment for Utility Work.** The DEVELOPER and the COUNTY agree to pay for the Utility Work as follows: the DEVELOPER shall pay for the design, engineering, surveying, geotechnical engineering, environmental work, permitting, bidding, inspection, construction, construction administration, maintenance guarantee, final testing, certification costs and fees for the Utility Work. The COUNTY shall issue a credit against wastewater capital charges payable by the DEVELOPER in an amount equal to forty percent (40%) of the Relocated Force Main Cost actually incurred by the DEVELOPER and approved by the COUNTY in accordance with the terms of this Agreement (the "Capital Charge Credit"). The Capital Charge Credit shall not exceed the sum of Five Million Twenty-Two Thousand Four Hundred Forty and 72/100 Dollars (\$5,022,440.72), which includes an estimate for the Relocated Force Main Cost plus a ten percent (10%) contingency for change orders, unless the Parties mutually agree that additional work is required to effect the purposes of this Agreement beyond that set forth in the Construction Documents as of the date hereof. The amount of capacity, in Equivalent Residential Units (ERUs), credited to the DEVELOPER will be calculated by dividing the Capital Charge Credit by the capital charge per ERU set forth in the Orange County Code at the time of the deduction from the DEVELOPER's Capital Charge Account for the payment of wastewater capital charges. The foregoing calculation applies solely to this Agreement and the Capital Charge Credit and does not modify, amend, replace or supersede any other agreement between the parties. In addition to the costs of the Utility Work, the DEVELOPER shall be responsible for any future maintenance, removal, and/or abandonment costs relative to the Abandoned Force Main and the Abandoned Reclaim Line after termination of the Force Main Termination Area and the Reclaim Line Termination Area.



The COUNTY shall credit the Capital Charge Credit on its books to the account of the DEVELOPER (the "**Capital Charge Account**") in one (1) lump sum at such time as the following events have occurred:

(i) Receipt by the COUNTY of a written request from the DEVELOPER to enter the Capital Charge Credit on the Capital Charge Account;

(ii) Inspection, approval, and acceptance by the COUNTY of the completed Relocated Force Main;

(iii) Receipt by the COUNTY of the maintenance guarantee and the instrument of conveyance as described in Section 8 of this Agreement for the Relocated Force Main improvements;

(iv) Receipt by the COUNTY of copies of such contracts, final release of liens, itemized invoices and other documents evidencing the costs of and complete payment for the Utility Work, including any retainage as may reasonably be requested by the COUNTY; and

(v) Receipt by the COUNTY of the Destination Shoppes Relocated Force Main Easement and the Relocated Force Main Easement as contemplated in Section 3 of this Agreement.

In the event the COUNTY raises any objections to any fee or cost set forth in the supporting documentation, the disputed amount will not be credited to the Capital Charge Account. The undisputed amount will be credited to the Capital Charge Account in accordance with this Section.

**6.2 Easement Area to be Terminated.** Within thirty (30) days of the date on which the Relocated Force Main has been brought on-line and wastewater flow redirected from the Abandoned Force Main to the Relocated Force Main, the COUNTY shall (i) release of record the Force Main Termination Area from the Existing Force Main Easement, (ii) release of record the Parcel 1 Easement Termination Area from the Parcel 1 Utility Easement, and (iii) terminate of record the Utility Easement. Within thirty (30) days of the date the Reclaim Connection Point is brought on-line, the COUNTY shall release of record the Reclaim Termination Area from the Existing Reclaim Easement. Thereafter and within thirty (30) days of the date on which the existing utilities infrastructure is taken off-line within that portion of the Eastern Loop Force Main Easement described on **Exhibit "E,"** the County shall terminate of record that portion of the Eastern Loop Force Main Easement described on **Exhibit "E"**.

**6.3 Capital Charges.** As wastewater capital charges become payable from time to time in connection with the Project, and if so instructed by the DEVELOPER, the COUNTY will deduct such amounts payable from the DEVELOPER's Capital Charge Account. For purposes of the foregoing, the COUNTY shall make deductions from the DEVELOPER's account from time to time only upon receipt of written direction from the DEVELOPER (or from such person or entity to whom the DEVELOPER expressly may assign this authority, in writing, in the future) to effectuate the particular deduction. An application for a building permit,

including construction plans deemed minimally acceptable by the COUNTY, is prerequisite to the deduction from the DEVELOPER's Capital Charge Account for the payment of wastewater capital charges. The Capital Charge Credit shall be valid only for the Property and may not be transferred or sold for use on any other property. The DEVELOPER waives any right to refund of the wastewater capital charges paid with the Capital Charge Credit. The establishment of the Capital Charge Account does not entitle the DEVELOPER to pay capital charges at the rate in effect at the time of the establishment of the Capital Charge Account. The Developer is responsible for the payment of capital charges at the rate in effect at the time of the deduction from the DEVELOPER's Capital Charge Account for the payment of wastewater capital charges.

## **SECTION 7. DISPUTES.**

All claims, disputes and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach (a "Dispute") shall be resolved in the following order: (a) good-faith negotiation, (b) mediation, and then (c) judicial resolution. The process of "good-faith negotiation" requires each Party to set out in writing to the other its reason(s) for adopting a specific conclusion or for selecting a particular course of action, together with the sequence of subordinate facts leading to the conclusion or course of action. The good-faith negotiations shall include at least one (1) meeting of representatives of the Parties before proceeding to mediation. The Party-representative shall have authority to resolve the Dispute.

## **SECTION 8. PERFORMANCE AND PAYMENT BONDS; MAINTENANCE GUARANTEE; AND INSTRUMENT OF CONVEYANCE.**

**8.1** Payment and Performance Bond for Utility Work. Prior to commencing the construction of the Utility Work, the DEVELOPER shall cause its general contractor to obtain and deliver to the COUNTY a payment bond and a performance bond, as referenced in Section 2.3(i) of this Agreement, reasonably acceptable to the COUNTY, pursuant to Section 255.05, *Florida Statutes*, as it may be amended. The payment and performance bonds shall name the COUNTY as Dual-Obligee and be assignable to the COUNTY following acceptance of the Utility Work by the COUNTY. The surety company issuing the payment bond and the performance bond shall meet the following qualifications:

(i) Surety must be licensed to do business in the State of Florida, maintain an A or better rating with A.M. Best or an equivalent rating agency and shall comply with the provisions of Section 255.05, *Florida Statutes*.

(ii) Surety must be listed on the most recent version of the U.S. Department of Treasury Fiscal Service, Bureau of Financial Management, Circular 570 entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

(iii) All bonds/surety instruments shall be originals and issued by a producing agent with the authority to issue said bonds/surety instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach with each bond/surety instrument a certified and

effectively dated copy of their power of attorney. Agents of surety companies must list their name, address, and telephone number on all bonds/surety instruments.

**8.2** Maintenance Guarantee for Utility Work. In connection with the Utility Work, the DEVELOPER or its general contractor shall provide a maintenance guarantee in the form of an irrevocable letter of credit, cash escrow, or maintenance bond in favor of the COUNTY in an amount equal to ten percent (10%) of the actual cost of the Utility Work. The purpose of the maintenance guarantee is to guarantee the materials, workmanship, structural integrity, functioning, and maintenance of the Utility Work. The surety company issuing the maintenance bond shall meet the qualifications set forth in Section 8.1 of this Agreement. If the maintenance guarantee is provided in the form of an irrevocable letter of credit, the letter of credit must be drawn on a financial institution having an office for the letter of credit presentation in either Orange, Seminole, or Osceola county, and the financial institution shall be on the State of Florida approved "qualified public depositories" list for local governments, as identified in Chapter 280, *Florida Statutes*. The maintenance guarantee shall be in a form reasonably acceptable to the COUNTY.

**8.3** Instrument of Conveyance for Utility Work. Prior to the COUNTY's issuance of the certificate of completion for the Utility Work, the DEVELOPER shall deliver to the COUNTY an instrument of conveyance in favor of the COUNTY for the Relocated Force Main improvements and a maintenance guarantee if required pursuant to Section 8.2, at which time the COUNTY shall be deemed to have accepted the dedication of and ownership and operational responsibility for the Relocated Force Main improvements.

**8.4** Improvements. The COUNTY acknowledges that in connection with development of the Property, the DEVELOPER intends to place certain improvements on the Property (including the area within the Relocated Force Main Easement), including, but not limited to, landscaping, hardscaping, vegetation, trees, ground cover, planting, lighting, fence (including a temporary security fence), berm, private or public underground utilities, electrical, lighting, roadways, pavement, curb and gutter, sod, grading, signage, irrigation systems, and/or sidewalks (collectively, the "**Improvements**"). The COUNTY hereby consents to the placement, use and maintenance of such Improvements within any easement area within the Relocated Force Main Easement; provided however, the DEVELOPER shall be responsible for repairing any damage that may be caused to the Relocated Force Main and other COUNTY facilities directly caused by the placement, use and/or maintenance of such Improvements. The foregoing consent shall not be construed as a limitation on the DEVELOPER's right to utilize the Relocated Force Main Easement in any other manner allowed under the terms thereof so long as such use does not unreasonably interfere with the COUNTY's operation and maintenance of the Relocated Force Main and other COUNTY facilities. The COUNTY has the right to modify or remove the Improvements as deemed necessary by the COUNTY, at its sole discretion, in order to own and maintain the COUNTY facilities within any easement area. After modification or removal of the Improvements by the COUNTY, the DEVELOPER may replace the Improvements at the expense of the DEVELOPER. The COUNTY shall be held harmless and shall not be responsible for any damage to the Improvements caused by normal operation, maintenance, or malfunction of the COUNTY facilities within any easement area.

**SECTION 9. INDEMNIFICATION.**

To the extent permitted by law, the DEVELOPER shall, and shall cause its contractor(s) to, defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the performance of the Utility Work, except to the extent arising from the negligence of the COUNTY, its employees, agents or contractors, and provided that any such liability, claim, damage, loss, cost or expense:

(i) Is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the construction and installation activities themselves) including the loss of use resulting therefrom, and

(ii) Is caused in whole or part by an act or omission relating to the Utility Work by the DEVELOPER, its agents or employees, or any contractor employed by the DEVELOPER, or anyone directly or indirectly employed by the DEVELOPER or its contractor(s), their subcontractors, or anyone for whose acts any of them may be liable with respect to the Utility Work.

Notwithstanding the foregoing, if this Agreement or any underlying contract for construction of the Utility Work is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, *Florida Statutes*, any obligation of the DEVELOPER to defend, indemnify or hold harmless the COUNTY, its officers, and employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the DEVELOPER and persons employed or utilized by the DEVELOPER in the performance of construction activities under this Agreement.

Notwithstanding the foregoing, the DEVELOPER's aggregate indemnification obligation under this Section 9 and under the Access and License Agreement (as defined in Section 30 below) shall be capped at the sum of Twenty-Three Million and 00/100 Dollars (\$23,000,000.00). The DEVELOPER's indemnification of the COUNTY under the Access and License Agreement shall offset and reduce the DEVELOPER's indemnification obligation under this Agreement accordingly.

The indemnification provisions contained herein shall survive for a period of five (5) years after the date the certificate of completion is issued for each of the Relocated Force Main and the Reclaim Connection Point (the "Indemnification Period"); provided, however, if during the Indemnification Period the COUNTY significantly alters the Relocated Force Main or the Reclaim Connection Point, the indemnification provisions contained herein shall automatically terminate and be of no further force or effect as of the date the COUNTY commences such significant alteration. A significant alteration includes any of the following actions performed by the COUNTY: relocating the Relocated Force Main or the Reclaim Connection Point, adding a valve or new connection to the Relocated Force Main, or changing the flow direction of the Relocated Force Main. Routine maintenance, minor repairs, or an emergency repair due to a construction defect, on the Relocated Force Main or Reclaim Connection Point are not significant alterations. However, if the COUNTY repairs the Relocated Force Main or Reclaim Connection Point during the Indemnification Period solely as a result of a force majeure event,

the DEVELOPER's obligation to indemnify the COUNTY will not apply to the segment of, or any damages arising out of or related to, the Relocated Force Main or Reclaim Connection Point repaired by the COUNTY as a result of the force majeure event.

**SECTION 10. INSURANCE.**

Prior to commencing any portion of the Utility Work and throughout the course of construction of the Utility Work, the DEVELOPER shall cause its contractor(s) or consultant(s), as applicable, to procure and maintain insurance with such limits and terms as follows:

(i) Workers' compensation insurance with statutory workers' compensation limits and no less than One Million and 00/100 Dollars (\$1,000,000.00) for Employer's Liability.

(ii) Commercial general liability insurance for all operations including, but not limited to contractual, products and completed operations and personal injury with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and an aggregate limit of at least twice the per occurrence limit.

(iii) Business automobile liability insurance for all owned, hired, or non-owned vehicles with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

(iv) Professional Liability (errors and omissions) for engineering design in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

(v) Contractor's Pollution Liability insurance for all construction activities with a limit of not less than Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence and an aggregate limit of at least twice the per occurrence limit.

The DEVELOPER shall be responsible for ensuring that each of its contractors and subcontractors maintain reasonably appropriate insurance. The COUNTY shall be listed as an additional insured on all insurance policies required herein, except workers' compensation and, if required, professional liability. All coverage shall be primary and not contributory with any insurance or self-insurance maintained by the COUNTY, but only with respect to losses for which the DEVELOPER is responsible hereunder. The DEVELOPER shall notify the COUNTY (or cause the COUNTY to be notified) at least thirty (30) days prior to any cancellation or non-renewal of any policy required herein which would cause the DEVELOPER to no longer comply with the insurance requirements of this Section.

**SECTION 11. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS.**

If for any reason during the term of this Agreement, local, regional or state governments or agencies (other than the COUNTY) shall fail to issue necessary permits or fail to grant necessary approvals for the Utility Work, after the DEVELOPER has complied with all conditions

precedent to receipt of such permits, to the extent that the requirements necessary to obtain such permits or approvals shall affect the ability of the DEVELOPER or the COUNTY to perform any of the terms thereof, this Agreement shall be renegotiated by the Parties hereto to the extent reasonably feasible to cause the Utility Work to comply with said requirements.

**SECTION 12. TERM; LIMITATION OF LIABILITY.**

**12.1 Term.** The term of this Agreement shall be five (5) years from the Effective Date. In the event the DEVELOPER has not, by the second anniversary of the Effective Date of this Agreement, entered into a contract for the construction of the Utility Work reasonably acceptable to the COUNTY, the COUNTY may terminate this Agreement upon thirty (30) days' notice to the DEVELOPER.

**12.2 Limitation of Liability.** The COUNTY and the DEVELOPER expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies as provided herein. Except as otherwise provided herein, in redress for the failure of either Party to perform its obligations under this Agreement, the Parties shall have only the following remedies available against each other:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of the DEVELOPER or the COUNTY; or
- (iv) any combination of the foregoing.

Both Parties hereto expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. Both Parties expressly agree that each shall bear the cost of its own attorneys' fees for any action arising out of or in connection with this Agreement. Both Parties waive their respective rights to trial by jury for any dispute or legal action resulting from, or associated with, this Agreement.

**SECTION 13. COMPLIANCE WITH LAWS AND REGULATION.**

In performing pursuant to the Agreement, each Party hereto will abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such Party.

**SECTION 14. NOTICE.**

Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three (3) days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a Party at the address set forth opposite the Party's name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith.

**If to the COUNTY:** Orange County Utilities Department  
9150 Curry Ford Road  
Orlando, Florida 32825-7600  
Attn: Director

With copy to: Orange County Administrator's Office  
Orange County Administration Building  
201 S. Rosalind Avenue, 5th Floor  
Orlando, Florida 32801-3527  
Attn: County Administrator

**If to the DEVELOPER:** Universal City Development Partners, Ltd.  
1000 Universal Studios Plaza  
Orlando, Florida 32819-7601  
Attn: John Sprouls, Chief Executive Officer

With copy to: Universal City Development Partners, Ltd.  
1000 Universal Studios Plaza  
Orlando, Florida 32819-7601  
Attn: Adam Williams, Senior Vice President of Legal  
Affairs, Corporate Transactions, Universal Parks &  
Resorts

and

Shutts & Bowen LLP  
Juli Simas James, Esq.  
300 South Orange Avenue, Suite 1600  
Orlando, Florida 32801-3382

**SECTION 15. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

**SECTION 16. TIME IS OF THE ESSENCE.**

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

**SECTION 17. NON-WAIVER.**

No consent or waiver, expressed or implied, by either Party, to or of any breach or default of the other Party, with regard to the performance by said other Party of its obligations under this



Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that Party, of the same or of any other objection of performance incumbent upon that Party. Failure on the part of either Party to complain of any act or failure to act on the part of the other Party in default, irrespective of how long the failure continues, shall not constitute a waiver by that Party of its rights and any remedies that exist under this Agreement, at law, or in equity.

**SECTION 18.**            **CONSTRUCTION OF AGREEMENT.**

This Agreement shall not be construed against either Party on the basis of it being the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

**SECTION 19.**            **REASONABLE APPROVAL.**

In those instances in this Agreement in which a Party's approval, consent or satisfaction is required and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

**SECTION 20.**            **PUBLIC RECORDS.**

The DEVELOPER will allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, *Florida Statutes*, and which have been made or received by the DEVELOPER in conjunction with the Utility Work. Nothing herein shall require the DEVELOPER to allow public access to any records or information not pertaining specifically to the Utility Work, or to any proprietary information or other records, regardless of form, which either does not meet the definition of Public Record in Chapter 119, *Florida Statutes*, or is exempt from production thereunder.

**SECTION 21.**            **RECORDS AND AUDITS.**

The DEVELOPER will maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the DEVELOPER's place of business at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under this Agreement for audit or inspection by the COUNTY upon five (5) business days' prior written notice.

**SECTION 22.**            **EQUAL OPPORTUNITY EMPLOYMENT.**

The DEVELOPER agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin.

**SECTION 23.**            **SEVERABILITY.**

If any part of this Agreement is found invalid or unenforceable by any court, such validity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

**SECTION 24.**            **ASSIGNMENT.**

The rights and obligations of the DEVELOPER hereunder are not covenants running with the land and shall only be binding upon the DEVELOPER and exercisable by or at the direction of DEVELOPER as permitted hereunder (and not any successor in title to any portion of the Property), unless this Agreement is expressly assigned by the DEVELOPER as provided in this Section 24. Except for those obligations that the DEVELOPER may cause to be undertaken under this Agreement, this Agreement or any of the rights, obligations and responsibilities hereunder shall be in no part assignable by the DEVELOPER without the consent or approval of such assignment by the COUNTY, provided that the COUNTY's approval will not be unreasonably withheld so long as the successor to the DEVELOPER is of equal or better economic status and is capable of fulfilling all obligations of the DEVELOPER, including but not limited to, the ability to service and maintain the insurance and indemnification obligations of the DEVELOPER. Only upon the written acceptance by the COUNTY of the successor owner, will the DEVELOPER be released from any obligations and responsibilities arising under or attributable to the Agreement and only where the COUNTY has received notice of and accepted work performed by the said successor owner.

**SECTION 25.**            **DISCLAIMER OF THIRD PARTY BENEFICIARIES.**

No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto. The Parties agree that this Section shall not be applied to provisions of this Agreement to situations where the Parties have authorized one Party to be a third-party beneficiary to the construction, design, or other agreement authorized herein or any assignee under this Agreement.

**SECTION 26.**            **GOVERNING LAW AND VENUE.**

This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of law rules thereof which may direct the application of laws of another jurisdiction. The venue for any mediation or judicial proceedings shall be Orange County, Florida.

**SECTION 27.**            **LAND USE AND OTHER REGULATORY APPROVALS.**

This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Project. Nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions, or rights.

**SECTION 28.**            **APPROPRIATION.**

The COUNTY acknowledges that the lump sum payment for the Relocated Force Main described in Section 6.1 above shall be accomplished through a one-time budget appropriation.

**SECTION 29.**            **NO PARTNERSHIP OR JOINT VENTURE.**

Nothing in this Agreement is intended to create a partnership or joint venture between the Parties and neither Party shall be construed to be the partner or joint venturer of the other Party for any purpose.

**SECTION 30.**            **FURTHER DOCUMENTATION.**

The Parties agree that from time to time and following a request therefore by a Party, each Party shall properly execute and deliver to the other Party such other documents and instruments reasonably necessary to effectuate the obligations of each Party hereunder, including, but not limited to, an Access and License Agreement which the Parties expect to be executed contemporaneously with this Agreement and which is required by the COUNTY to allow access to COUNTY property for completion of the work contemplated herein (the “**Access and License Agreement**”). The Parties further acknowledge and agree that the sketches and legal descriptions attached hereto as Exhibits C-1 through E are subject to refinement and adjustment through the construction plan approval process, actual construction and final as built conditions, which may be approved by COUNTY staff without the need for further approval by the Board of County Commissioners.

[Signatures on following pages]

**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be executed as of the dates indicated below by their duly authorized representatives.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

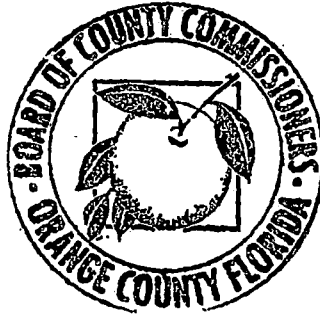
By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: JUL 07 2020

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

By: *Katie Smith*  
Deputy Clerk

Print: Katie Smith



WITNESSES:

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD., a Florida limited partnership

By: Universal City Florida Holding Co. II, a Florida general partnership, its general partner

By: Universal City Property Management II LLC, a Delaware limited liability company, its general partner

[Signature]  
Print Name: Heather M. Himes  
[Signature]  
Print Name: Candace Joanna Solomon

By: [Signature]  
Print Name: John L. McReynolds  
Title: Sr. Vice President, External Affairs  
Date: June 18, 2020

(Seal)

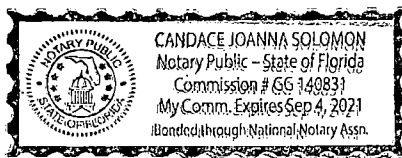
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was sworn to, subscribed and acknowledged before me this 18<sup>th</sup> day of June, 2020, by John L. McReynolds, as Sr. Vice President Ex. Aff. of UNIVERSAL CITY PROPERTY MANAGEMENT II LLC, a Delaware limited liability company, the General Partner of UNIVERSAL CITY FLORIDA HOLDING CO. II, a Florida general partnership, the General Partner of UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD., a Florida limited partnership, on behalf of said entities. He/She appeared before me by means of:  online notarization, or  physical presence and is  personally known to me, or  has produced \_\_\_\_\_ as identification.

(Notary Stamp)

[Signature]  
Signature of Notary Public  
Print Name: Candace Joanna Solomon  
Notary Public, State of Florida  
Commission Expires: 9/4/2021



**Exhibit "A"**

**Map and Legal Description of Property**

DESCRIPTION: (Parcel 1)

That part of Section 36, Township 23 South, Range 28 East, Sections 31 and 32, Township 23 South, Range 29 East, Section 1, Township 24 South, Range 28 East, and Sections 5 and 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

BEGIN at the Southwest corner of OEP EAST PARCEL, according to the plat thereof, as recorded in Plat Book 81, Pages 150 and 151, of the Public Records of Orange County, Florida; thence N67°05'22"W along the Northerly Right-of-way line of Universal Boulevard, USI - SOUTH CAMPUS UNIT ONE, according to the plat thereof, as recorded in Plat Book 46, Pages 13 through 16, of said Public Records, a distance of 1109.28 feet to the point of curvature of a curve concave Southerly having a radius of 2864.48 feet and a chord bearing of N69°30'54"W; thence Westerly along said Northerly Right-of-way line and the arc of curve through a central angle of 04°51'04" for a distance of 242.52 feet to a point on a non-tangent line, said point being the Southwest corner of NW-6 as described in Official Records Book 8891, Page 803, of said Public Records; thence N00°20'10"W along the West line of said NW-6, a distance of 938.71 feet to the Northwest corner of said NW-6, said point being on the Southerly boundary of a 140.00' wide Drainage Easement (Central Canal), as described in Official Records Book 6159, Page 1936 and Official Records Book 6983, Page 2192, of said Public Records; thence run the following four (4) courses along said Southerly boundary: N45°20'10"W, 333.01 feet; thence N42°51'22"W, 640.25 feet; thence N50°50'28"W along said Southerly Boundary and the Northerly Boundary of Lot 1, OEP WEST PARCEL, according to the plat thereof, as recorded in Plat Book 87, Pages 76 and 77, of said Public Records, a distance of 934.63 feet; thence run the following ten (10) courses along the Northerly and Westerly Boundary of said Lot 1: S89°21'19"W, 738.41 feet; thence departing said Southerly Boundary run S00°12'34"W, 397.71 feet to the point of curvature of a curve concave Northwesterly having a radius of 149.99 feet and a chord bearing of S45°12'34"W; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 235.61 feet to the point of tangency; thence N89°47'26"W, 234.07 feet to the point of curvature of a curve concave Northeasterly having a radius of 299.99 feet and a chord bearing of N60°34'43"W; thence Northwesterly along the arc of said curve through a central angle of 58°25'26" for a distance of 305.90 feet to the point of reverse curvature of a curve concave Southerly having a radius of 169.99 feet and a chord bearing of N74°23'02"W; thence Westerly along the arc of said curve through a central angle of 86°02'03" for a distance of 255.26 feet to the point of reverse curvature of a curve concave Northerly having a radius of 349.99 feet and a chord bearing of S74°48'19"W; thence Westerly along the arc of said curve through a central angle of 24°24'45" for a distance of 149.12 feet to the point of tangency; thence S87°00'42"W, 227.47 feet; thence S00°00'00"E, 487.68 feet; thence S53°16'02"W, 1001.65 feet to a point on the aforesaid Northerly Right-of-way line of Universal Boulevard, said point being on a non-tangent curve concave Northeasterly having a radius of 1399.95 feet and a chord bearing of N23°13'03"W; thence Northwesterly along said Northerly Right-of-way line and the arc of said curve through a central angle of 41°50'48" for a distance of 1022.47 feet to the Northernmost corner and boundary of said plat of USI- SOUTH

CAMPUS UNIT ONE; thence run S85°31'56"W along said Northernmost boundary, non-tangent to said curve, 5.59 feet to the East boundary of Block "C", PLAZA INTERNATIONAL UNIT TEN, according to the plat thereof, as recorded in Plat Book 17, Pages 63 and 64, of said Public Records; thence run N05°14'01"W, along said East boundary, 25.88 feet to the Northerly boundary of NW-2, NW-3, NW-4 as described in aforesaid Official Records Book 8891, Page 803; thence run N89°41'46"E along said Northerly boundary, a distance of 480.86 feet; thence N53°38'47"E along said Northerly boundary, a distance of 362.07 feet to a point on the Westerly boundary of a Replacement Retention Pond Easement as described in aforesaid Official Records Book 6159, Page 1936 and Official Records Book 6983, Page 2192, said point being on a non-tangent curve concave Northeasterly having a radius of 644.98 feet and a chord bearing of N28°22'10"W; thence Northwesterly along said Westerly boundary and the arc of said curve through a central angle of 07°17'06" for a distance of 82.01 feet to a non-tangent line; thence departing said Westerly boundary run N23°47'57"W, 50.38 feet the aforesaid Westerly boundary of said Replacement Retention Pond Easement; thence N23°37'56"W along said Westerly boundary, a distance of 380.55 feet; thence N13°17'45"W along said Westerly boundary, a distance of 354.08 feet to a point on the Northerly boundary of said Replacement Retention Pond Easement; thence S89°47'26"E along said Northerly boundary, a distance of 80.59 feet to a point on the aforesaid Westerly boundary of a 140.00' wide Drainage Easement (Central Canal); said point being on a non-tangent curve concave Easterly having a radius of 752.97 feet and a chord bearing of N09°45'07"W; thence departing said Northerly line run Northerly along said Westerly boundary and the arc of said curve through a central angle of 18°25'51" for a distance of 242.22 feet to the point of tangency; thence N00°32'11"W along said Westerly boundary, a distance of 277.88 feet to a point on the South line of NW-8, as described in aforesaid Official Records Book 8891, Page 803; thence S89°27'48"W along said South line, a distance of 476.12 feet; thence N75°20'34"W along said South line, a distance of 16.26 feet to a point on the Easterly Right-of-way line of Republic Drive (Universal Boulevard), PLAZA INTERNATIONAL UNIT EIGHT, according to the plat thereof, as recorded in Plat Book 14, Page 138, of said Public Records; said point being on a non-tangent curve concave Easterly having a radius of 3255.96 feet and a chord bearing of N18°53'17"E; thence Northerly along said Easterly Right-of-way line and the arc of said curve through a central angle of 06°41'58" for a distance of 380.71 feet to the point of reverse curvature of a curve concave Westerly having a radius of 2862.40 feet and a chord bearing of N17°48'07"E; thence Northerly along said Easterly Right-of-way line and the arc of said curve through a central angle of 08°52'18" for a distance of 443.21 feet to the point of tangency; thence N13°21'59"E along said Easterly Right-of-way line, a distance of 626.05 feet to the Northerly Boundary of lands described in Official Records Book 5638, Page 3517, of said Public Records; thence departing said Easterly Right-of-way line run the following ten (10) course along said Northerly boundary: N89°17'14"E, 400.11 feet; thence S47°34'03"E, 394.49 feet; thence S42°25'57"W, 366.83 feet to the point of curvature of a curve concave Easterly having a radius of 831.97 feet and a chord bearing of S20°56'53"W; thence Southerly along the arc of said curve through a central angle of 42°58'08" for a distance of 623.94 feet to the point of tangency; thence S00°32'11"E, 565.83 feet to the point of curvature of a curve concave Northeasterly having a radius of 612.98 feet and a chord bearing of S45°35'26"E; thence Southeasterly along the arc of said curve through a central angle of 90°06'30" for a distance of 964.02 feet to the point of tangency; thence N89°21'19"E, 2993.34 feet; thence N00°20'10"W, 1161.90 feet; thence N89°22'10"E along said Northerly boundary and the Northerly boundary of N-4 through N-11, as described in aforesaid Official Records Book 8891, Page 803, a distance of



498.11 feet; thence run the following two (2) courses along said Northerly line of N-4 through N-11: N00°37'51"W, 814.55 feet; thence S89°42'25"E, 861.90 feet to the Southwest corner of lands described in Official Records Book 8935, Page 877, of said Public Records; thence run the following five (5) course along said Westerly boundary: N00°01'31"E, 852.05 feet to a non-tangent curve concave Southerly having a radius of 695.74 feet and a chord bearing of N80°29'45"W; thence Westerly along the arc of said curve through a central angle of 28°38'05" for a distance of 347.71 feet to a non-tangent line; thence N86°34'48"W, 220.58 feet; thence S83°04'03"W, 811.22 feet to a non-tangent curve concave Westerly having a radius of 2099.93 feet and a chord bearing of N16°37'45"W; thence Northerly along the arc of said curve through a central angle of 25°38'19" for a distance of 939.67 feet to the South Right-of-way line of Sand Lake Road (State Road 482) as recorded in Official Records Book 223, Page 321, and Official Records Book 235, Page 620 of said Public Records; thence run the following seven (7) courses along said South Right-of-way line: S89°58'06"E, 1049.93 feet; thence N00°37'51"W, 10.00 feet; thence S89°58'06"E, 563.11 feet; thence N00°01'31"E, 10.00 feet; thence N89°44'41"E, 399.99 feet; thence S00°01'31"W, 10.00 feet; thence N89°44'41"E, 2066.24 feet to the West boundary of lands described in Official Records Book 3907, Page 1921, of said Public Records; thence run the following four (4) courses along the West and Southerly boundary of said lands: S00°01'46"E along said West line and the aforesaid Northerly boundary of lands described in Official Records Book 5638, Page 3517, a distance of 2520.85 feet; thence run the following three (3) courses along said Northerly boundary: S00°07'44"E, 278.25 feet; thence S66°03'27"E, 699.86 feet; thence N89°37'53"E, 872.23 feet to the Northwest corner of a Conservation Easement described in Official Records Book 9735, Page 2964, of said Public Records; thence departing said Northerly and Southerly boundaries run the following six (6) courses along the Westerly line of said Conservation Easement: S45°58'55"E, 326.39 feet; thence S36°30'45"E, 196.02 feet; thence S22°48'59"E, 434.67 feet; thence S40°28'32"E, 543.81 feet; thence S38°20'25"E, 734.14 feet; thence S25°40'00"E along said Westerly line and the Southerly prolongation thereof, a distance of 328.77 feet to a point on the Northerly Right-of-way line of Destination Parkway, as described in Official Records Book 9936, Page 9262, of said Public Records; said point being on a non-tangent curve concave Southeasterly having a radius of 1349.95 feet and a chord bearing of S37°22'50"W; thence run the following four (4) courses along said Northerly Right-of-way line: Southwesterly along the arc of said curve through a central angle of 14°15'01" for a distance of 335.75 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 1649.94 feet and a chord bearing of S61°34'11"W; thence Southwesterly along the arc of said curve through a central angle of 62°37'44" for a distance of 1803.52 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 1274.96 feet and a chord bearing of S67°28'53"W; thence Southwesterly along the arc of said curve through a central angle of 50°48'19" for a distance of 1130.53 feet to the point of tangency; thence S42°04'44"W, 446.16 feet to a point on the Easterly boundary of OEP EAST PARCEL PHASE II, according to the plat thereof, as recorded in Plat Book 86, Pages 136 and 137, of said Public Records; thence departing said Northerly Right-of-way line run the following three (3) courses along the Easterly and Northerly boundary of said plat: N00°07'39"W, 476.09 feet; thence N44°19'11"W, 134.02 feet; thence N58°06'34"W along said Northerly Boundary and the Northerly Boundary of aforesaid OEP EAST PARCEL, a distance of 1301.79 feet; thence run the following two (2) courses along said Northerly and Westerly boundary of said plat: S67°30'00"W, 814.05 feet; thence S22°54'38"W, 632.93 feet to

the POINT OF BEGINNING; Bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2011 Datum; the reciprocal grid factor is 1.000034632.

Containing 755.330 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

AND: (Parcel 2)

That part of Section 32, Township 23 South, Range 29 East and Section 5, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

BEGIN at the Northeast corner of lands described as "Parcel 1" in Official Records Book 5638, Page 3539 of the Public Records of Orange County, Florida; thence run the following five (5) courses along the East boundary of said "Parcel 1": S14°44'20"W, 775.26 feet; thence S44°44'39"W, 915.14 feet; thence S00°50'21"E, 1334.18 feet; thence S24°48'41"E, 1853.45 feet; thence S26°22'10"E, 227.39 feet to the North Right-of-way line of Destination Parkway as described in Official Records Book 9936, Page 9262 and SOUTHPARK UNIT EIGHT as recorded in Plat Book 64, Pages 12 and 13 of said Public Records; thence departing said East boundary run the following three (3) courses along said North Right-of-way line: S62°46'34"W, 2.31 feet; thence S62°44'41"W, 486.97 feet to the point of curvature of a curve concave Southeasterly having a radius of 1349.95 feet and a chord bearing of S53°37'31"W; thence Southwesterly along the arc of said curve through a central angle of 18°14'20" for a distance of 429.73 feet to the West boundary of Conservation Easement described in Official Records Book 9735, Page 2964, of said Public Records and the Southerly prolongation thereof, and a non-tangent line; thence departing said North Right-of-way line run N25°40'00"W along said West boundary and its Southerly prolongation, 328.77 feet; thence run the following five (5) courses along said West boundary: N38°20'25"W, 734.14 feet; thence N40°28'32"W, 543.81 feet; thence N22°48'59"W, 434.67 feet; thence N36°30'45"W, 196.02 feet; thence N45°58'55"W, 326.39 feet to the Northwest corner of said Conservation Easement and the South line of lands described in Official Records Book 3907, Page 1921 of said Public Records; thence departing said West boundary run N89°37'53"E along said South line, 1077.93 feet to the West boundary of aforesaid lands described as "Parcel 1" in Official Records Book 5638, Page 3539; thence run the following three (3) courses along said West boundary: N31°52'24"W, 719.46 feet; thence N10°37'30"E, 1121.47 feet; thence N04°05'02"E, 1376.64 feet to the Northwest corner of said "Parcel 1" and the South Right-of-way line of W. Sand Lake Road as described in Official Records Book 223, Page 321 of said Public Records; thence departing said West boundary run the following four (4) courses along said South Right-of-way line described in Official Records Book 223, Page 321 and Orange County Right-of-way Map Book 4, Pages 121 and 122 of said Public Records and the North boundary of aforesaid "Parcel 1": N89°37'53"E, 337.23 feet; thence N89°37'58"E, 67.53 feet; thence S81°11'02"E, 463.90 feet; thence N89°37'58"E, 327.38 feet to the POINT OF BEGINNING; Bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2011 Datum; the reciprocal grid factor is 1.000034632.

Containing 104.191 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

AND: (Parcel 3)

That part of Section 29, Township 23 South, Range 29 East, Orange County, Florida, described as follows:

BEGIN at the Southeast corner of Block "F", CROWNPOINTE COMMERCE PARK PHASE 2, according to the plat thereof, as recorded in Plat Book 44, Pages 37 through 39, of the Public Records of Orange County, Florida; thence run the following twenty three (23) courses along the Easterly line of lands described in Official Records Book 4010, page 4338: N00°22'02"W along the East line of said Block "F", a distance of 329.92 feet; thence departing said East line of Block "F" run N89°38'27"E, a distance of 5.00 feet; thence N00°21'33"W, 76.38 feet to the point of curvature of a curve concave Westerly having a radius of 304.99 feet and a chord bearing of N10°51'47"W; thence Northerly along the arc of said curve through a central angle of 21°00'27" for a distance of 111.82 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 133.83 feet and a chord bearing of N51°22'00"W; thence Northwesterly along the arc of said curve through a central angle of 60°00'00" for a distance of 140.14 feet to a non-tangent line; thence N00°21'33"W, 492.79 feet; thence N76°13'00"E, 280.92 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet and a chord bearing of N43°47'21"E; thence Northeasterly along the arc of said curve through a central angle of 64°51'18" for a distance of 56.59 feet to the point of tangency; thence N11°21'42"E, 230.71 feet to the point of curvature of a curve concave Southeasterly having a radius of 449.98 feet and a chord bearing of N25°07'36"E; thence Northeasterly along the arc of said curve through a central angle of 27°31'49" for a distance of 216.21 feet to the point of tangency; thence N38°53'31"E, 379.99 feet to the point of curvature of a curve concave Westerly having a radius of 224.99 feet and a chord bearing of N01°01'01"E; thence Northerly along the arc of said curve through a central angle of 75°45'00" for a distance of 297.46 feet to the point of tangency; thence N36°51'29"W, 57.00 feet to the point of curvature of a curve concave Easterly having a radius of 149.99 feet and a chord bearing of N03°08'31"E; thence Northerly along the arc of said curve through a central angle of 80°00'00" for a distance of 209.43 feet to the point of tangency; thence N43°08'31"E, 200.77 feet to the point of curvature of a curve concave Westerly having a radius of 200.07 feet and a chord bearing of N18°51'30"W; thence Northerly along the arc of said curve through a central angle of 124°00'01" for a distance of 433.00 feet to the point of tangency; thence N80°51'29"W, 130.00 feet; thence N25°21'29"W, 25.00 feet to the point of curvature of a curve concave Easterly having a radius of 599.98 feet and a chord bearing of N09°32'02"W; thence Northerly along the arc of said curve through a central angle of 31°38'55" for a distance of 331.41 feet to the point of compound curvature of a curve concave Southeasterly having a radius of 349.99 feet and a chord bearing of N31°47'26"E; thence Northeasterly along the arc of said curve through a central angle of 51°00'00" for a distance of 311.53 feet to the point of tangency; thence N57°17'26"E, 58.05 feet; thence N00°12'34"W, 200.00 feet; thence N44°42'13"E along said Easterly line and the Easterly line of Block "P", CROWNPOINTE COMMERCE PARK PHASE 3, according to the plat thereof, as recorded in Plat Book 46, Pages 8 and 9, of said Public Records, a distance of 437.87 feet to the Southerly Right-of-way line of Florida's Turnpike, (Sunshine State Parkway), as described as Parcel No. 11.3-1C in Official Records Book 1145, page 273, of said Public Records; thence run the following five (5) courses along said Southerly Right-of-way line: S45°18'20"E, a distance of 732.86 feet; thence S44°41'40"W, 100.00 feet; thence S45°18'20"E, 2049.93 feet; thence N44°41'40"E, 100.00 feet; thence S45°18'20"E, 135.45 feet to the Westerly Right-of-way line of

John Young Parkway (State Road 423), as described in Official Records Book 10078, page 8818, of said Public Records, and a non-tangent curve concave Easterly having a radius of 3064.68 feet and a chord bearing of S12°17'31"W; thence run the following three (3) courses along said Westerly Right-of-way line: Southerly along the arc of said curve through a central angle of 25°24'09" for a distance of 1358.75 feet to the point of tangency; thence S00°24'32"E, 480.32 feet to a non-tangent curve concave Northwesterly having a radius of 399.99 feet and a chord bearing of S59°05'26"W; thence Southwesterly along said Westerly Right-of-way line and the North Right-of-way line of Sand Lake Road (State Road 482) as described as Parcel No. 116 in Official Records Book 2626, page 1173, of said Public Records, and the arc of said curve through a central angle of 61°05'21" for a distance of 426.47 feet to the point of tangency; thence S89°38'07"W along said North Right-of-way line, a distance of 2326.96 feet to the POINT OF BEGINNING; Bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2011 Datum; the reciprocal grid factor is 1.000034632.

Containing 179.724 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

AND: (Parcel 5)

That part of Section 32, Township 23 South, Range 29 East, and Sections 4, 5, and 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

BEGIN at the Southwest corner of Lot 8, GRAN PARK AT SOUTHPARK PHASE II, according to the plat thereof, as recorded in Plat Book 55, pages 41 through 43, of the Public Records of Orange County, Florida; thence N89°45'33"E along the South line of said Lot 8, and the Easterly line of lands described as Parcel 1 in Official Records Book 5638, page 3539, of said Public Records, a distance of 548.28 feet; thence departing said South line, run the following eleven (11) courses along the Easterly and Southerly lines of said Parcel 1: S47°21'36"E, 407.17 feet; thence S02°49'12"W, 707.25 feet; thence S20°53'55"W, 155.44 feet; thence S75°24'18"W, 292.75 feet; thence S62°12'27"W, 300.26 feet; thence S42°21'06"W, 320.48 feet; thence S52°48'25"W, 354.95 feet; thence S24°37'48"W, 388.52 feet to the Northerly Limited Access Right-of-way line of State Road No. 528 (Beachline Expressway), as described in Official Records Book 2217, Page 806, of said Public Records, and a point on a non-tangent curve concave Northerly having a radius of 951.71 feet and a chord bearing of S89°13'24"W; thence run the following eight (8) courses along said Northerly Limited Access Right-of-way line: Westerly along the arc of said curve through a central angle of 01°05'01" for a distance of 18.00 feet to a non-tangent line; thence S88°37'10"W, 200.00 feet; thence S89°45'55"W, 2653.55 feet; thence N86°14'06"W, 289.49 feet to the point of curvature of a curve concave Northerly having a radius of 1342.34 feet and a chord bearing of N73°20'10"W; thence Westerly along the arc of said curve through a central angle of 25°47'51" for a distance of 604.39 feet to the point of tangency; thence N60°26'15"W, 965.52 feet to the point of curvature of a curve concave Northeasterly having a radius of 140.00 feet and a chord bearing of N30°20'10"W; thence Northwesterly along the arc of said curve through a central angle of 60°12'10" for a distance of 147.10 feet to a radial line; thence S89°45'55"W along said radial line, a distance of 35.75 feet to the Easterly Right-of-way line of Universal Boulevard, USI - SOUTH CAMPUS UNIT ONE, according to the plat thereof, as recorded in Plat Book 46, Pages 13 through 16, of said Public Records; thence N00°14'05"W along said Easterly Right-of-way line, a distance of 378.40 feet to the Southerly line of lands described in Official Records Book 6262, page 4996, of said Public

Records; thence run the following forty-one (41) courses along the Southerly, Easterly, and Northerly line of said lands described in Official Records Book 6262, page 4996: S83°48'01"E, 259.72 feet to the point of curvature of a curve concave Southwesterly having a radius of 235.99 feet and a chord bearing of S38°11'59"E; thence Southeasterly along the arc of said curve through a central angle of 91°12'04" for a distance of 375.64 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 219.99 feet and a chord bearing of S39°06'04"E; thence Southeasterly along the arc of said curve through a central angle of 93°00'14" for a distance of 357.10 feet to the point of tangency; thence S85°36'11"E, 189.99 feet to the point of curvature of a curve concave Southwesterly having a radius of 259.99 feet and a chord bearing of S54°33'53"E; thence Southeasterly along the arc of said curve through a central angle of 62°04'36" for a distance of 281.69 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 144.99 feet and a chord bearing of S58°40'27"E; thence Southeasterly along the arc of said curve through a central angle of 70°17'44" for a distance of 177.89 feet to the point of tangency; thence N86°10'41"E, 44.54 feet to the point of curvature of a curve concave Southwesterly having a radius of 125.00 feet and a chord bearing of S67°15'29"E; thence Southeasterly along the arc of said curve through a central angle of 53°07'41" for a distance of 115.90 feet to the point of tangency; thence S40°41'38"E, 84.52 feet to the point of curvature of a curve concave Northerly having a radius of 60.00 feet and a chord bearing of S79°52'48"E; thence Easterly along the arc of said curve through a central angle of 78°22'19" for a distance of 82.07 feet to the point of tangency; thence N60°56'03"E, 74.58 feet to the point of curvature of a curve concave Southerly having a radius of 115.00 feet and a chord bearing of S81°07'19"E; thence Easterly along the arc of said curve through a central angle of 75°53'16" for a distance of 152.31 feet to the point of reverse curvature of a curve concave Northerly having a radius of 120.00 feet and a chord bearing of S83°16'11"E; thence Easterly along the arc of said curve through a central angle of 80°11'00" for a distance of 167.93 feet to the point of reverse curvature of a curve concave Southerly having a radius of 259.99 feet and a chord bearing of N89°47'33"E; thence Easterly along the arc of said curve through a central angle of 66°18'30" for a distance of 300.89 feet to the point of reverse curvature of a curve concave Northerly having a radius of 100.00 feet and a chord bearing of S73°25'19"E; thence Easterly along the arc of said curve through a central angle of 32°44'14" for a distance of 57.14 feet to the point of tangency; thence S89°47'26"E, 177.99 feet to the point of curvature of a curve concave Northwesterly having a radius of 219.99 feet and a chord bearing of N57°56'26"E; thence Northeasterly along the arc of said curve through a central angle of 64°32'17" for a distance of 247.80 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 149.99 feet and a chord bearing of N66°03'34"E; thence Northeasterly along the arc of said curve through a central angle of 80°46'33" for a distance of 211.46 feet to the point of reverse curvature of a curve concave Northerly having a radius of 120.00 feet and a chord bearing of N77°23'49"E; thence Easterly along the arc of said curve through a central angle of 58°06'03" for a distance of 121.68 feet to the point of reverse curvature of a curve concave Southerly having a radius of 120.00 feet and a chord bearing of N85°25'55"E; thence Easterly along the arc of said curve through a central angle of 74°10'16" for a distance of 155.34 feet to the point of tangency; thence S57°28'57"E, 98.49 feet; thence N22°39'49"E, 388.97 feet; thence N20°23'02"E, 264.53 feet; thence N17°08'32"E, 430.95 feet; thence N09°26'15"E, 215.49 feet; thence N07°22'46"W, 185.98 feet; thence N05°18'07"W, 126.34 feet; thence N15°37'38"W, 304.43 feet; thence N04°53'14"W, 244.76 feet; thence N05°39'40"E, 200.87 feet; thence N04°52'25"E, 575.60 feet; thence N03°59'19"W, 195.54 feet; thence N00°41'27"W, 120.58 feet;

thence N11°13'42"E, 346.06 feet; thence N22°20'44"E, 110.51 feet; thence N03°08'01"E, 56.49 feet; thence N18°30'38"W, 78.69 feet; thence N33°28'25"W, 592.86 feet; thence N25°40'00"W, 255.91 feet to a point on a non-tangent curve concave Southeasterly having a radius of 1104.96 feet and a chord bearing of S35°03'13"W; thence Southwesterly along the arc of said curve through a central angle of 09°35'47" for a distance of 185.07 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 1894.93 feet and a chord bearing of S61°34'12"W; thence Southwesterly along said Northerly line and the Northerly line of lands described in Official Records Book 10985, page 2584, of said Public Records, and the arc of said curve through a central angle of 62°37'44" for a distance of 2071.31 feet to the point of reverse curvature of a curve concave Southerly having a radius of 749.97 feet and a chord bearing of S75°48'42"W; thence run the following four (4) courses along the Northerly line of said lands described in Official Records Book 10985, page 2584: Westerly along the arc of said curve through a central angle of 34°08'42" for a distance of 446.94 feet to a non-tangent curve concave Northerly having a radius of 1009.97 feet and a chord bearing of S76°06'50"W; thence Westerly along the arc of said curve through a central angle of 10°02'02" for a distance of 176.87 feet to a non-tangent curve concave Northeasterly having a radius of 128.17 feet and a chord bearing of N47°39'18"W; thence Northwesterly along the arc of said curve through a central angle of 29°39'42" for a distance of 66.35 feet to the point of tangency; thence N32°49'27"W, 27.16 feet to the Southerly Right-of-way line of Destination Parkway, as described in Official Records Book 9936, Page 9262, of said Public Records, and a non-tangent curve concave Southerly having a radius of 1124.96 feet and a chord bearing of N75°01'48"E; thence run the following four (4) courses along said Southerly Right-of-way line of Destination Parkway: Easterly along the arc of said curve through a central angle of 35°42'30" for a distance of 701.10 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 1799.94 feet and a chord bearing of N61°34'11"E; thence Northeasterly along the arc of said curve through a central angle of 62°37'44" for a distance of 1967.47 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 1199.96 feet and a chord bearing of N46°30'00"E; thence Northeasterly along the arc of said curve through a central angle of 32°29'21" for a distance of 680.43 feet to a non-tangent line; thence N62°44'42"E, 486.96 feet to the aforesaid Easterly line of Parcel 1, as described in Official Records Book 5638, page 3539; thence run the following ten (10) courses along said Easterly line: S26°22'10"E, 339.87 feet; thence S30°57'35"E, 720.97 feet; thence S37°40'31"E, 379.82 feet; thence S26°50'27"E, 241.92 feet; thence S89°45'33"W, 261.79 feet; thence S20°01'59"E, 212.55 feet; thence N89°45'33"E, 189.82 feet; thence S00°14'27"E, 1070.18 feet; thence N89°45'33"E, 474.07 feet; thence S00°14'27"E, 599.98 feet to the POINT OF BEGINNING; Bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2011 Datum; the reciprocal grid factor is 1.000034632.

Containing 229.563 acres more or less and being subject to any rights-of-way, restrictions and easements of record.



AND: (Parcel 6)

A TRACT OF LAND LYING IN SECTION 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST, BEING A PORTION OF THAT CERTAIN DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 6395, PAGE 4220, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE WESTERN MOST CORNER OF LOT 1, VILLAGES AT UNIVERSAL BOULEVARD UNIT 2, AS RECORDED IN PLAT BOOK 63, PAGE 104 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 47 DEGREES, 55 MINUTES, 17 SECONDS EAST, 516.35 FEET, THENCE RUN SOUTH 00 DEGREES, 12 MINUTES, 33 SECONDS WEST, 341.31 FEET, THENCE RUN NORTH 88 DEGREES, 37 MINUTES, 05 SECONDS WEST, 108.13 FEET, THENCE RUN NORTH 48 DEGREES, 00 MINUTES, 44 SECONDS WEST, 663.03 FEET, THENCE RUN NORTH 42 DEGREES, 13 MINUTES, 47 SECONDS EAST, 325.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.833 ACRES MORE OR LESS BEING SUBJECT TO ANY RIGHTS-OF-WAY, RESTRICTIONS AND EASEMENTS OF RECORD.

AND: (Parcel 7)

That part of Section 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of Lot 8, PLAZA INTERNATIONAL UNIT TWELVE, according to the plat thereof, as recorded in Plat Book 29, Page 13, of the Public Records of Orange County, Florida; thence S89°18'04"E along the North Right-of-way line of Destination Parkway, as described in Official Records Book 10850, Page 4329, of said Public Records, a distance of 326.87 feet to the Southwest corner of SC-5, SC-6, & SC-7E, as described in Official Records Book 8891, Page 803, of said Public Records, and the Southwest corner of OHL PARCEL 7, as described in Document No. 20180616479, of said Public Records; thence departing said North Right-of-way line run N00°20'10"W along the West line of said SC-5, SC-6, & SC-7E, and the West line of said OHL PARCEL 7, a distance of 216.42 feet to the Northwest corner of said OHL PARCEL 7, and the POINT OF BEGINNING; thence run the following six (6) courses along the West, Northerly, and Easterly lines of said SC-5, SC-6, & SC-7E: N00°20'10"W, 1267.87 feet; thence N88°51'06"E, 476.47 feet; thence S01°08'54"E, 114.29 feet to the South line of a Drainage and Access Easement, as described in Official Records Book 6025, Page 4765, of said Public Records; thence N88°51'07"E along the South line of said Drainage and Access Easement and the Westerly line of Parcel "A", as described in Official Records Book 6025, Page 4748, of said Public Records, a distance of 278.77 feet to a non-tangent curve concave Southwesterly having a radius of 856.97 feet and a chord bearing of S59°20'08"E; thence departing said Westerly line, run Southeasterly along the Southwesterly line of Area #1, as described in Official Records Book 7750, Page 1004, of said Public Records, and the East line of Parcel #1, as described in Official Records Book 7750, Page 979, of said Public Records, and the arc of said curve through a central angle of 18°57'23" for a distance of 283.53 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 526.98 feet and a chord bearing of S40°11'35"E; thence Southeasterly along the East line of said Parcel #1, and the arc of said curve through a central angle of 19°19'43" for a distance of 177.78 feet to the Northeast corner of Parcel 1 (SC5-6), as described in Official Records Book 10442,



Page 1526, of said Public Records, and a non-tangent line; thence departing said East line run the following three (3) courses along the North and Westerly lines of said Parcel 1 (SC5-6): S90°00'00"W, 531.19 feet to a non-tangent curve concave Northeasterly having a radius of 299.99 feet and a chord bearing of S54°11'31"E; thence Southeasterly along the arc of said curve through a central angle of 10°13'29" for a distance of 53.53 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 269.99 feet and a chord bearing of S53°46'08"E; thence Southeasterly along the arc of said curve through a central angle of 11°04'15" for a distance of 52.17 feet to the Northernmost corner of lands described in Official Records Book 10537, Page 5953, of said Public Records, and a non-tangent line; thence run the following nine (9) courses along the Northerly, Westerly, Southerly, and Easterly lines of said lands described in Official Records Book 10537, Page 5953: S56°32'28"W, 182.42 feet to the point of curvature of a curve concave Southeasterly having a radius of 199.99 feet and a chord bearing of S30°05'05"W; thence Southwesterly along the arc of said curve through a central angle of 52°54'46" for a distance of 184.69 feet to the point of tangency; thence S03°37'42"W, 188.85 feet to the point of curvature of a curve concave Northeasterly having a radius of 50.00 feet and a chord bearing of S43°04'52"E; thence Southeasterly along the arc of said curve through a central angle of 93°25'09" for a distance of 81.52 feet to the point of tangency; thence S89°47'27"E, 66.01 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet and a chord bearing of N45°12'33"E; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 78.54 feet to the point of tangency; thence N00°12'33"E, 184.38 feet to the point of curvature of a curve concave Southeasterly having a radius of 100.00 feet and a chord bearing of N28°22'31"E; thence Northeasterly along the arc of said curve through a central angle of 56°19'55" for a distance of 98.31 feet to the point of tangency; thence N56°32'28"E, 136.68 feet to the aforesaid Westerly line of Parcel 1 (SC5-6) and a non-tangent curve concave Westerly having a radius of 269.99 feet and a chord bearing of S10°33'59"E; thence run the following four (4) courses along said Westerly line of said Parcel 1 (SC5-6): Southerly along the arc of said curve through a central angle of 21°07'57" for a distance of 99.58 feet to the point of tangency; thence S00°00'00"E, 618.07 feet; thence N53°46'14"E, 43.46 feet; thence S00°00'00"E, 251.04 feet to the aforesaid North Right-of-way line of Destination Parkway, and a non-tangent curve concave Northerly having a radius of 1320.30 feet and a chord bearing of S87°24'02"W; thence Westerly along said North Right-of-way line and the arc of said curve through a central angle of 06°35'48" for a distance of 152.01 feet to the point of tangency; thence N89°18'04"W along said North Right-of-way line, a distance of 361.18 feet to the Southeast corner of aforesaid OHL PARCEL 7; thence departing said North Right-of-way line, run N00°20'10"W along the East line of said OHL PARCEL 7, a distance of 216.42 feet to the Northeast corner of said OHL PARCEL 7; thence N89°18'04"W along the North line of said OHL PARCEL 7, a distance of 272.13 feet to the POINT OF BEGINNING; Bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2011 Datum; the reciprocal grid factor is 1.000034632.

Containing 23.288 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

AND: (Parcel 8)

That part of Section 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

BEGIN at the Southeast corner of Lot 8, PLAZA INTERNATIONAL UNIT TWELVE, according to the plat thereof, as recorded in Plat Book 29, Page 13, of the Public Records of Orange County, Florida; thence  $N00^{\circ}19'23''W$  along the East line of said Lot 8, a distance of 777.43 feet to the South Right-of-way line of Destination Parkway, as described in Official Records Book 10850, Page 4329, of said Public Records; thence  $S89^{\circ}18'04''E$  along said South Right-of-way line, a distance of 428.06 feet to the Northwest corner of Parcel 2 (SC-8), as described in Official Records Book 10442, Page 1526, of said Public Records; thence departing said South Right-of-way line run the following three (3) courses along the West line of said Parcel 2 (SC-8) and the West line of Parcel 3 (SC-8 Remainder) as described in said Official Records Book 10442, Page 1526:  $S00^{\circ}20'11''E$ , 346.69 feet; thence  $S90^{\circ}00'00''W$ , 31.99 feet; thence  $S00^{\circ}00'01''E$ , 442.43 feet to the Northerly Limited Access Right-of-way line of State Road No. 528 (Beachline Expressway), as described in Official Records Book 2217, Page 806, of said Public Records; thence run the following two (2) courses along said Northerly Limited Access Right-of-way line:  $S89^{\circ}45'55''W$ , 121.26 feet; thence  $N86^{\circ}20'35''W$ , 272.99 feet to the POINT OF BEGINNING; Bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2011 Datum; the reciprocal grid factor is 1.000034632.

Containing 7.392 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

AND: (Parcel 9)

THAT PART OF BLOCK B, BOUNDED ON THE WEST AND NORTHEAST BY UNIVERSAL BOULEVARD AND BOUNDED ON THE SOUTHEAST BY POINTE PLAZA AVENUE, PLAZA INTERNATIONAL UNIT TEN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 63, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CONTAINING 0.117 ACRES MORE OR LESS BEING SUBJECT TO ANY RIGHTS-OF-WAY, RESTRICTIONS AND EASEMENTS OF RECORD.

AND: (Parcel A2)

That part of Section 36, Township 23 South, Range 28 East, that part of Section 31, Township 23 South, Range 29 East, and that part of Section 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

COMMENCE at the Southwest corner of OEP EAST PARCEL, according to the plat thereof, as recorded in Plat Book 81, Pages 150 and 151, of the Public Records of Orange County, Florida; thence  $N67^{\circ}05'22''W$  along the Northerly Right-of-way line of Universal Boulevard, USI - SOUTH CAMPUS UNIT ONE, according to the plat thereof, as recorded in Plat Book 46, Pages 13 through 16, of said Public Records, a distance of 1109.28 feet to the point of curvature of a curve concave Southerly having a radius of 2864.48 feet and a chord bearing of  $N69^{\circ}30'54''W$ ; thence Westerly along said Northerly Right-of-way line and the arc of said curve through a central angle of  $04^{\circ}51'04''$  for a distance of 242.52 feet to a point on a non-tangent line, said point being the Southwest corner of NW-6 as described in Official Records Book 8891, Page

803, of said Public Records and the POINT OF BEGINNING; thence N00°20'10"W along the West line of said NW-6, a distance of 938.71 feet to the Northwest corner of said NW-6, said point being on the Southerly boundary of a 140.00' wide Drainage Easement (Central Canal), as described in Official Records Book 6159, Page 1936 and Official Records Book 6983, Page 2192, of said Public Records; thence run the following three (3) courses along said Southerly boundary: N45°20'10"W, 333.01 feet; thence N42°51'22"W, 640.25 feet; thence N50°50'28"W, 300.98 feet to the Northeast corner of Lot 1, OEP WEST PARCEL, according to the plat thereof, as recorded in Plat Book 87, Pages 76 and 77, of said Public Records; thence run the following four (4) courses along the Easterly boundary of said Lot 1: S39°09'32"W, 949.19 feet to a non-tangent curve concave Southerly having a radius of 449.98 feet and a chord bearing of N76°28'51"W; thence Westerly along the arc of said curve through a central angle of 26°33'50" for a distance of 208.63 feet to the point of tangency; thence N89°45'46"W, 107.68 feet; thence S00°14'14"W, 8.54 feet to a point on the Northerly boundary of Lot 2, VILLAGE OF IMAGINE, according to the plat thereof, as recorded in Plat Book 71, Pages 95 through 97, of said Public Records; thence run the following eight (8) courses along the Northerly and Easterly boundary of said Lot 2: S89°20'12"E, 140.17 feet to a non-tangent curve concave Southwesterly having a radius of 499.98 feet and a chord bearing of S58°10'20"E; thence Southeasterly along the arc of said curve through a central angle of 36°59'02" for a distance of 322.73 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 599.98 feet and a chord bearing of S62°29'34"E; thence Southeasterly along the arc of said curve through a central angle of 45°37'29" for a distance of 477.76 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 199.99 feet and a chord bearing of S55°27'55"E; thence Southeasterly along the arc of said curve through a central angle of 59°40'47" for a distance of 208.31 feet to a point on a non-tangent line; thence S03°59'31"E, 190.58 feet to the point of curvature of a curve concave Easterly having a radius of 299.99 feet and a chord bearing of S21°56'07"E; thence Southerly along the arc of said curve through a central angle of 35°53'12" for a distance of 187.90 feet to the point of reverse curvature of a curve concave Westerly having a radius of 100.00 feet and a chord bearing of S18°22'28"E; thence Southerly along the arc of said curve through a central angle of 43°00'30" for a distance of 75.06 feet to the point of tangency; thence S03°07'47"W, 71.95 feet to the Southeast corner of said Lot 2 and a point on the aforesaid Northerly Right-of-way line of Universal Boulevard and a non-tangent curve concave Southerly having a radius of 2864.48 feet and a chord bearing of S79°24'19"E; thence Easterly along the arc of said curve through a central angle of 14°55'47" for a distance of 746.41 feet to the POINT OF BEGINNING; Bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2011 Datum; the reciprocal grid factor is 1.000034632.

Containing 34.321 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

AND: (Parcel A3)

Description (prepared by Donald W. McIntosh Associates, Inc.):

That part of Section 36, Township 23 South, Range 28 East, Orange County, Florida, described as follows:

BEGIN at the Southwest corner of Block "C", PLAZA INTERNATIONAL UNIT EIGHT, according to the plat thereof, as recorded in Plat Book 14, Page 138, of the Public Records of Orange County, Florida; said point being on a curve concave Southeasterly having a radius of 2732.41 feet and a chord bearing of N13°20'58"E; thence run Northeasterly along the Easterly Right-of-way line of Republic Drive (Universal Boulevard), PLAZA INTERNATIONAL UNIT EIGHT, according to said plat, and the arc of said curve through a central angle of 02°37'05" for a distance of 124.85 feet to the point of compound curvature of a curve concave Easterly having a radius of 3255.96 feet and a chord bearing of N15°05'54"E; thence Northerly along said Easterly Right-of-way line and the arc of said curve through a central angle of 00°52'48" for a distance of 50.01 feet to a non-tangent line; thence departing said Easterly Right-of-way line run S75°20'34"E along the South line of NW-8 as described in Official Records Book 8891, Page 803, of said Public Records, a distance of 16.26 feet; thence N89°27'48"E along said South line, a distance of 476.12 feet to the Westerly boundary of a 140.00' wide Drainage Easement (Central Canal), as described in Official Records Book 6159, Page 1936 and Official Records Book 6983, Page 2192, of said Public Records; thence departing said South line run the following two (2) courses along said Westerly boundary of a 140.00' wide Drainage Easement (Central Canal): S00°32'11"E, 277.88 feet to the point of curvature of a curve concave Easterly having a radius of 752.97 feet and a chord bearing of S09°45'07"E; thence Southerly along the arc of said curve through a central angle of 18°25'51" for a distance of 242.22 feet to a point on the Northerly boundary of a Replacement Retention Pond Easement as described in aforesaid Official Records Book 6159, Page 1936 and Official Records Book 6983, Page 2192, and a non-tangent line; thence N89°47'26"W along said Northerly Boundary, a distance of 80.59 feet; thence departing said Northerly Boundary run S13°17'45"E along the Westerly boundary of said Replacement Retention Pond Easement and the Northerly prolongation thereof, a distance of 354.08 feet; thence S23°37'56"E along said Westerly boundary of Replacement Retention Pond Easement, a distance of 380.55 feet; thence departing said Westerly boundary of Replacement Retention Pond Easement run S23°47'57"E, 50.38 feet to the aforesaid Westerly boundary of Replacement Retention Pond Easement and a non-tangent curve concave Northeasterly having a radius of 644.98 feet and a chord bearing of S28°22'10"E; thence Southeasterly along said Westerly boundary of Replacement Retention Pond Easement and the arc of said curve through a central angle of 07°17'06" for a distance of 82.01 feet to a non-tangent line; thence departing said Westerly boundary of Replacement Retention Pond Easement run S53°38'47"W along the Northerly boundary of NW-2, NW-3, NW-4 as described in aforesaid Official Records Book 8891, Page 803, a distance of 362.07 feet; thence S89°41'46"W along said Northerly boundary of NW-2, NW-3, NW-4, a distance of 480.86 feet to the East line of Block "C", PLAZA INTERNATIONAL UNIT TEN, according to the plat thereof, as recorded in Plat Book 17, Pages 63 and 64, of said Public Records; thence departing said Northerly boundary of NW-2, NW-3, NW-4 run the following two (2) courses along the East line and the North line of said Block "C": N01°19'29"W, 94.69 feet; thence S88°42'38"W, 24.31 feet to the aforesaid Easterly Right-of-way line of Republic Drive (Universal Boulevard), according to said plat of PLAZA INTERNATIONAL UNIT TEN, and a non-tangent curve concave Westerly having a radius of

3191.69 feet and a chord bearing of N04°26'06"W; thence run the following two (2) courses along said Easterly Right-of-way line: Northerly along the arc of said curve through a central angle of 06°17'27" for a distance of 350.44 feet to the point of reverse curvature of a curve concave Easterly having a radius of 2732.41 feet and a chord bearing of N02°13'48"E; thence Northerly along the arc of said curve through a central angle of 19°37'15" for a distance of 935.71 feet to the POINT OF BEGINNING. Bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2011 Datum; the reciprocal grid factor is 1.000034632.

Containing 22.119 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

The foregoing parcels currently assigned Parcel ID Numbers:

36-23-28-0000-00-013; 36-23-28-0000-00-014; 31-23-29-0000-00-008;  
31-23-29-0000-00-009; 31-23-29-0000-00-011; 32-23-29-0000-00-010;  
05-24-29-0000-00-004; 05-24-29-0000-00-005; 06-24-29-0000-00-015;  
06-24-29-0000-00-016; 06-24-29-0000-00-021; 06-24-29-0000-00-017;  
31-23-29-0000-00-007; 36-23-28-7176-02-001; 29-23-29-0000-00-002;  
31-23-29-0000-00-006; 31-23-29-0000-00-010; 31-23-29-0000-00-014;  
31-23-29-0000-00-015; 32-23-29-0000-00-007; 05-24-29-0000-00-016;  
05-24-29-0000-00-017; 05-24-29-0000-00-018; 05-24-29-0000-00-028;  
06-24-29-0000-00-002; 06-24-29-0000-00-004; 06-24-29-0000-00-033;  
31-23-29-0000-00-012; 31-23-29-0000-00-013; 06-24-29-0000-00-034;  
36-23-28-0000-00-028

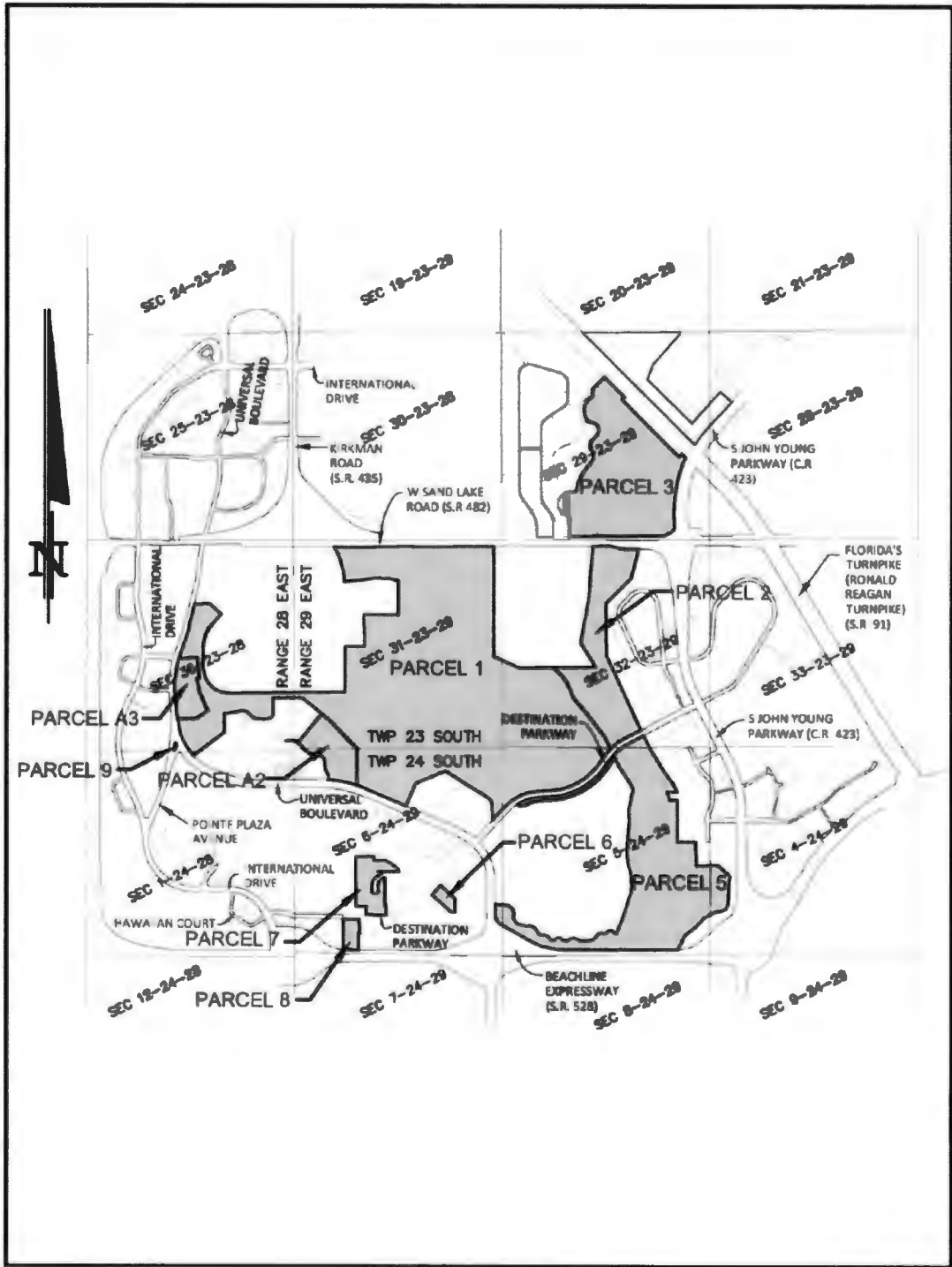
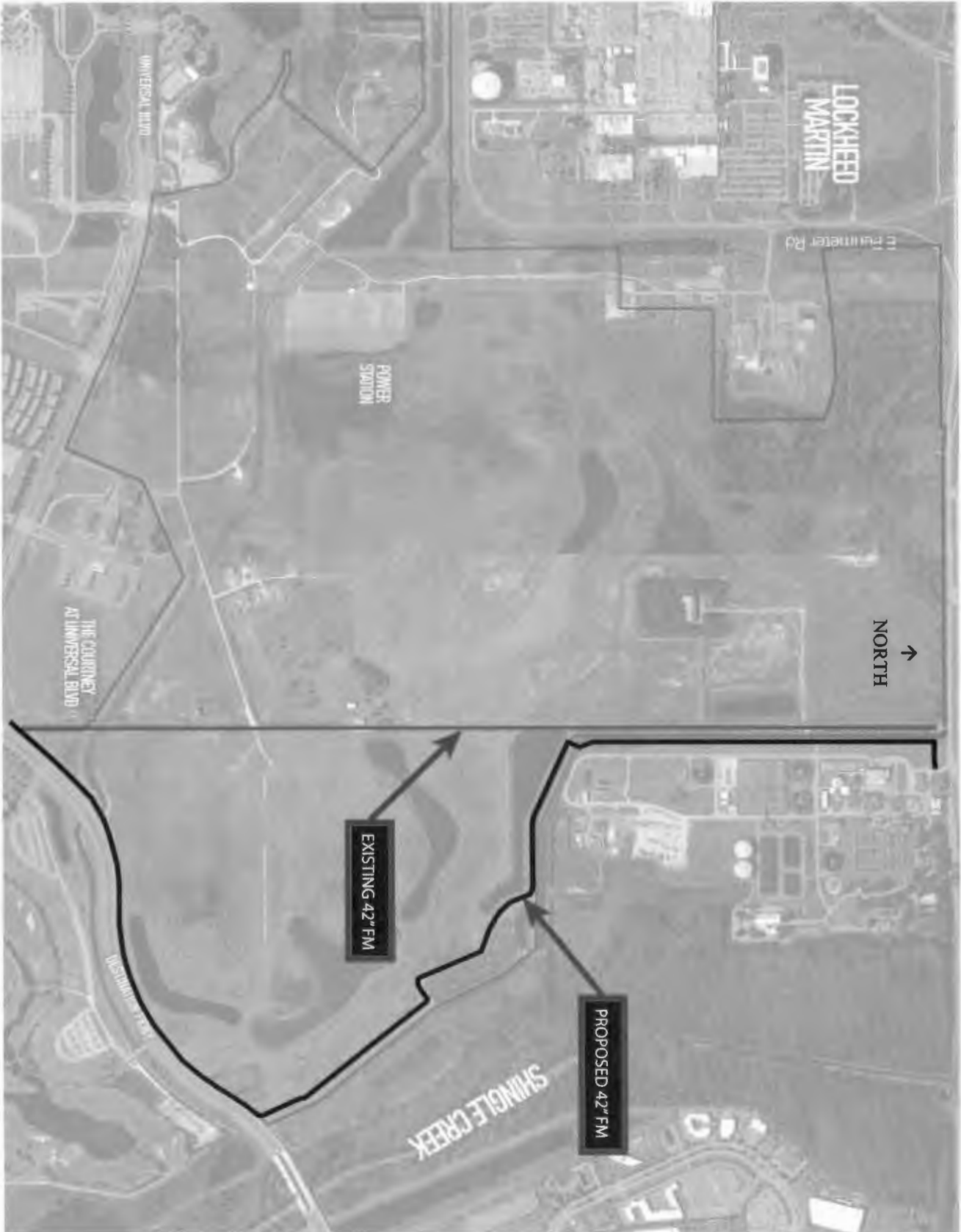


Exhibit "A" - Sheet 15 of 15

**EXHIBIT "B"**  
**DEPICTION OF RELOCATED FORCE MAIN**





**EXHIBIT "C-1"**  
**LEGAL SKETCH & DESCRIPTION OF RELOCATED FORCE MAIN EASEMENT**

**SKETCH OF DESCRIPTION**

**Project Name: Destination Parkway 42" Force Main Relocation**  
**Project Number: 19-E-052**

- SEE SHEET 2 FOR MAP KEY
- SEE SHEETS 3 THROUGH 5 FOR SKETCH

DESCRIPTION: (prepared by Donald W. McIntosh Associates, Inc.)

That part of Sections 5 and 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of Lot 2, OEP EAST PARCEL PHASE II, according to the plat thereof, as recorded in Plat Book 86, Pages 136 and 137, of the Public Records of Orange County, Florida; thence S58°06'34"E along the North line of said Lot 2, a distance of 212.27 feet; thence S44°19'11"E along said North line, 134.02 feet to the Northeast corner of said Lot 2; thence S00°07'39"E along the East line of said Lot 2, a distance of 416.55 feet to the POINT OF BEGINNING; thence continue S00°07'39"E along said East line, a distance of 59.54 to the Northerly Right-of-way line of Destination Parkway, as described in Official Records Book 9936, Page 9262, of said Public Records; thence run the following four courses along said Northerly Right-of-way line: N42°04'44"E, 446.16 feet to the point of curvature of a curve concave Southeasterly having a radius of 1274.96 feet and a chord bearing of N67°28'53"E; thence Northeasterly along the arc of said curve through a central angle of 50°48'19" for a distance of 1130.53 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 1649.94 feet and a chord bearing of N61°34'11"E; thence Northeasterly along the arc of said curve through a central angle of 62°37'44" for a distance of 1803.52 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 1349.95 feet and a chord bearing of N36°16'26"E; thence Northeasterly along the arc of said curve through a central angle of 12°02'13" for a distance of 283.60 feet to a point on the Westerly line of a 50.00 foot wide Utility Easement, described in Official Records Book 8382, Page 3458 of said Public Records and a non-tangent line; thence N36°01'36"W, 7.18 feet; thence N25°40'00"W along said Westerly Line, 19.36 feet to a non-tangent curve concave Southeasterly having a radius of 1374.95 feet and a chord bearing of S36°27'20"W; thence departing said westerly line run Southwesterly along the arc of said curve through a central angle of 12°24'01" for a distance of 297.57 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 1624.94 feet and a chord bearing of S37°25'26"W; thence Southwesterly along the arc of said curve through a central angle of 14°20'13" for a distance of 406.60 feet to a point on a radial line; thence N45°24'28"W along said radial line, 15.00 feet to a point on a non-tangent curve concave Northerly having a radius of 1609.94 feet and a chord bearing of S68°44'18"W; thence Westerly along the arc of said curve through a central angle of 48°17'31" for a distance of 1356.94 feet to the point of reverse curvature of a curve concave Southerly having a radius of 1314.96 feet and a chord bearing of S78°38'36"W; thence Westerly along the arc of said curve through a central angle of 28°28'54" for a distance of 653.66 feet to a point on a radial line; thence N25°35'51"W along said radial line, 10.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 1324.96 feet and a chord bearing of S59°46'21"W; thence Southwesterly along the arc of said curve through a central angle of 09°15'35" for a distance of 214.13 feet to radial line; thence S34°51'26"E along said radial line, 10.00 feet to a non-tangent curve concave Southeasterly having a radius of 1314.96 feet and a chord bearing of S48°36'39"W; thence Southwesterly along the arc of said curve through a central angle of 13°03'49" for a distance of 299.82 feet to the point of tangency; thence S42°04'44"W, 402.06 feet to the POINT OF BEGINNING; Bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2011 Datum; the reciprocal grid factor is 1.000034632.

Containing 3.156 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

**NOTES**

1. This is not a survey.
2. Bearings and distances shown hereon are based on the Florida State Plane Coordinate System, North American Datum of 1983/2011 Adjustment, East Zone, deriving a bearing of South 00°07'39" East along the East line of Lot 2, OEP EAST PARCEL PHASE II, Plat Book 86, Pages 136 & 137, Public Records of Orange County Florida.
3. Unless otherwise shown, this Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

**LEGEND**

L1	LINE NUMBER	SEC 6-24-29	SECTION 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST
CI	CURVE NUMBER	NT	NON-TANGENT
R	PROPERTY LINE	(NR)	NON-RADIAL
AKA	ALSO KNOWN AS	PB	PLAT BOOK
DOC#	DOCUMENT NUMBER	PG(S)	PAGE(S)
FDO#	FLORIDA DEPARTMENT OF TRANSPORTATION	PC	POINT OF CURVATURE
ORB	OFFICIAL RECORDS BOOK	PCC	POINT OF COMPOUND CURVATURE
NO.	NUMBER	PRC	POINT OF REVERSE CURVATURE
(R)	RADIAL	PT	POINT OF TANGENCY
		R/W	RIGHT-OF-WAY

PREPARED FOR:

**UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**

UCDP - FORCEMAIN EASEMENT

4/2020	WMS	ADDED PROJECT NAME & NUMBER
9/2019	WMS	REVISED PUNCTUATION IN LEGAL
DATE	BY	DESCRIPTION

**REVISIONS**



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
**ENGINEERS PLANNERS SURVEYORS**  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
 CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. MCINTOSH ASSOCIATES, INC.  
 CERTIFICATE OF AUTHORIZATION NO. LB68

Rocky V. Grogan June 03, 2020  
 Florida Registered Surveyor and Mapper  
 Certificate No. 1285  
 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL  
 OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.),  
 OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: <u>WMS</u>	CHECKED BY: <u>RLC</u>	JOB NO. <u>18197</u>	SCALE <u>N/A</u>	SHEET <u>1</u>
DATE: <u>9/2019</u>				OF <u>5</u>

EXHIBIT "C-1"

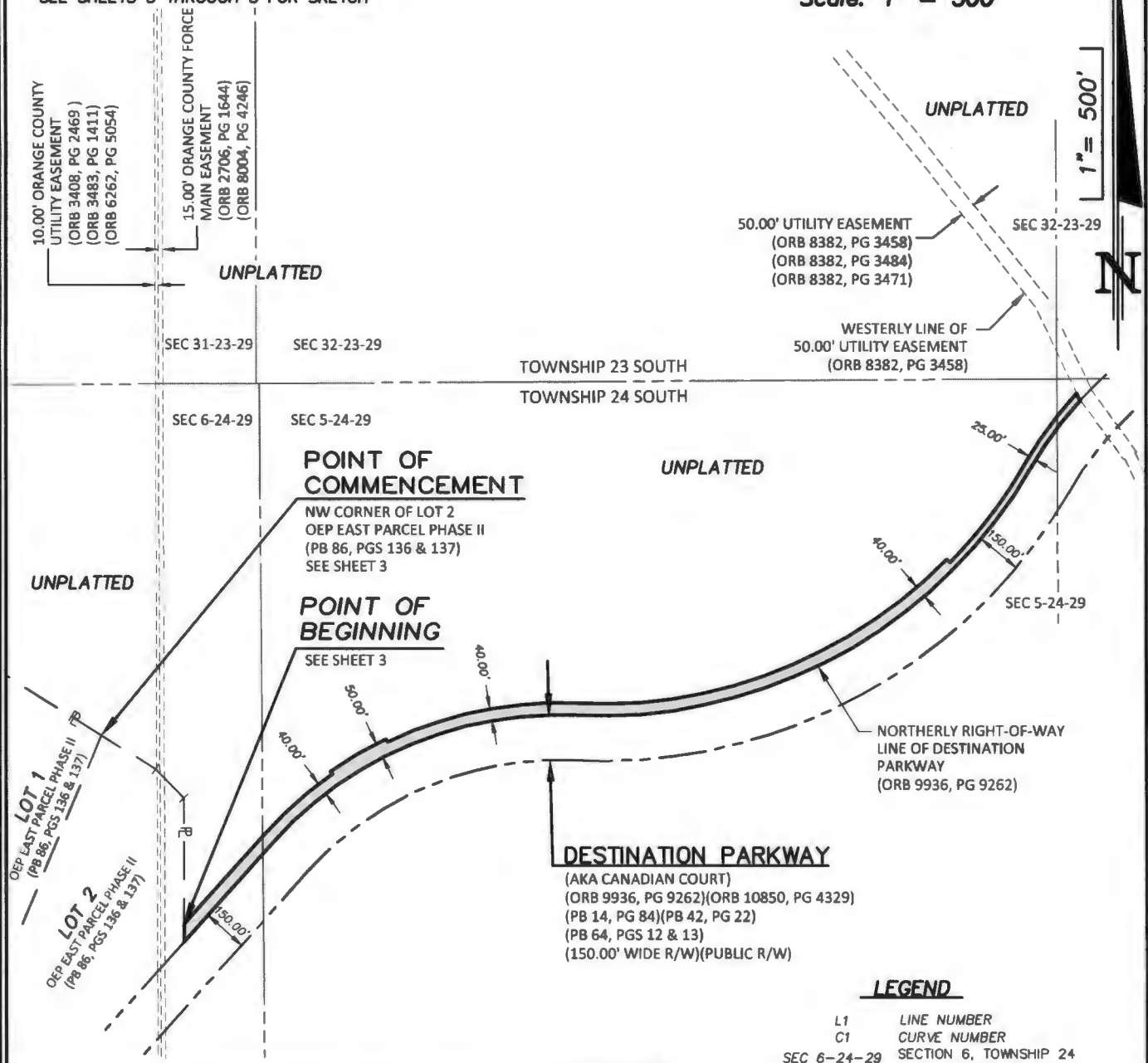
LEGAL SKETCH & DESCRIPTION OF RELOCATED FORCE MAIN EASEMENT

SKETCH OF DESCRIPTION

- SEE SHEET 1 FOR LEGAL DESCRIPTION AND NOTES
- SEE SHEET 2 FOR MAP KEY
- SEE SHEETS 3 THROUGH 5 FOR SKETCH

500' 0 500'

Scale: 1" = 500'



LEGEND

- L1 LINE NUMBER
- C1 CURVE NUMBER
- SEC 6-24-29 SECTION 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST
- AKA ALSO KNOWN AS
- DOC# DOCUMENT NUMBER
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- ORB OFFICIAL RECORDS BOOK
- NO. NUMBER
- NT NON-TANGENT
- (R) RADIAL
- (NR) NON-RADIAL
- PB PLAT BOOK
- PG(S) PAGE(S)
- PC POINT OF CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R PROPERTY LINE
- R/W RIGHT-OF-WAY

PREPARED FOR:  
**UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**  
 UCDP - FORCEMAIN EASEMENT

**DONALD W. McINTOSH ASSOCIATES, INC.**  
 ENGINEERS PLANNERS SURVEYORS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
 CERTIFICATE OF AUTHORIZATION NO. LB68

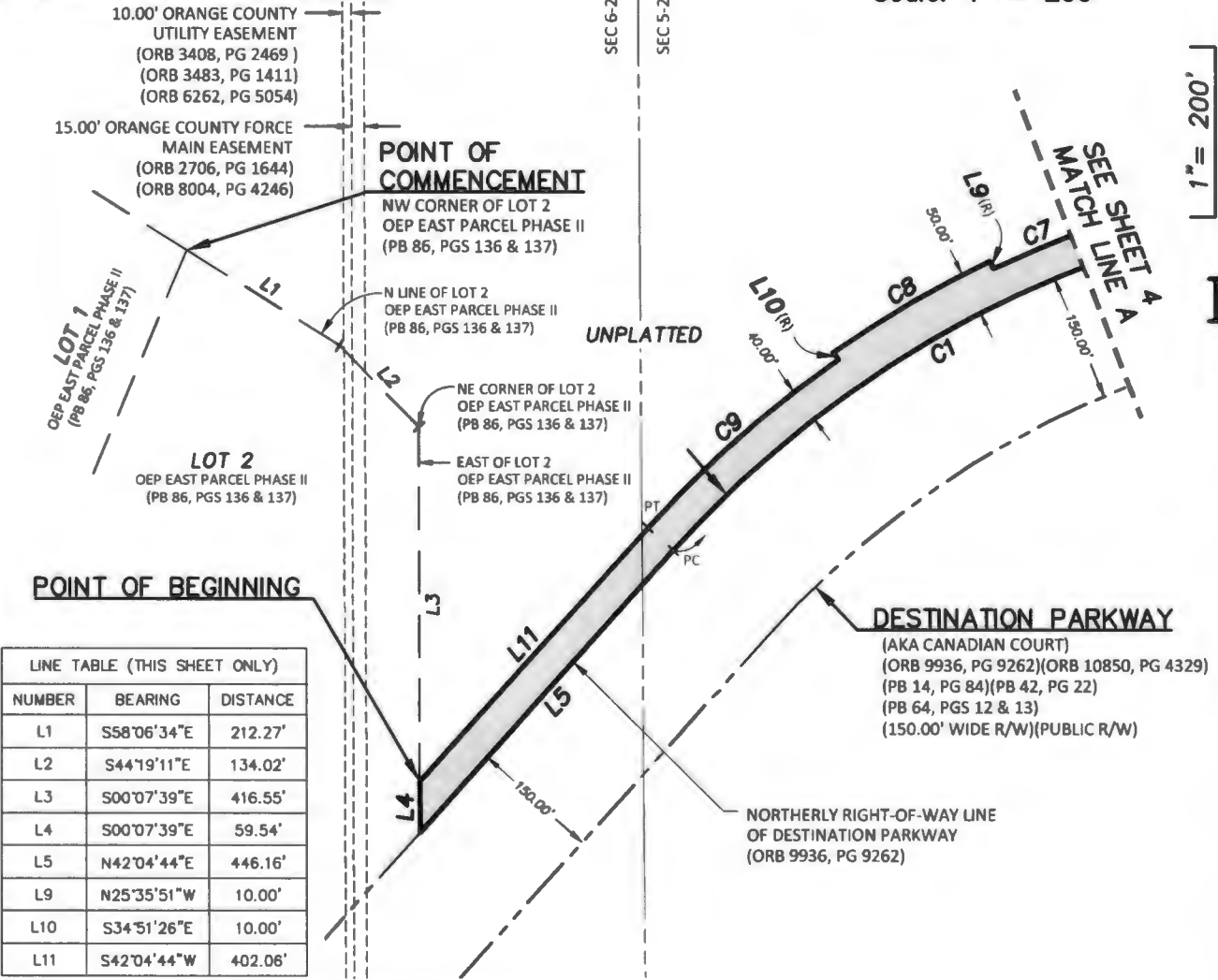
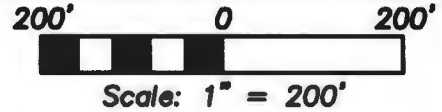
DRAWN BY: <u>WMS</u>	JOB NO. <u>18197</u>	SCALE <u>1"=500'</u>	SHEET <u>2</u>
DATE: <u>9/2019</u>	CHECKED BY: <u>RLC</u>	OF <u>5</u>	

EXHIBIT "C-1"

LEGAL SKETCH & DESCRIPTION OF RELOCATED FORCE MAIN EASEMENT

SKETCH OF DESCRIPTION

- SEE SHEET 1 FOR LEGAL DESCRIPTION AND NOTES
- SEE SHEET 2 FOR MAP KEY
- SEE SHEETS 3 THROUGH 5 FOR SKETCH



LINE TABLE (THIS SHEET ONLY)

NUMBER	BEARING	DISTANCE
L1	S58°06'34"E	212.27'
L2	S44°19'11"E	134.02'
L3	S00°07'39"E	416.55'
L4	S00°07'39"E	59.54'
L5	N42°04'44"E	446.16'
L9	N25°35'51"W	10.00'
L10	S34°51'26"E	10.00'
L11	S42°04'44"W	402.06'

CURVE TABLE (THIS SHEET ONLY)

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	1274.96'	50°48'19"	1130.53'	1093.85'	N67°28'53"E
C7	1314.96'	28°28'54"	653.66'	646.95'	S78°38'36"W
C8	1324.96'	9°15'35"	214.13'	213.90'	S59°46'21"W
C9	1314.96'	13°03'49"	299.82'	299.17'	S48°36'39"W

PREPARED FOR:  
**UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**  
 UCDP - FORCEMAIN EASEMENT

**DONALD W. McINTOSH ASSOCIATES, INC.**  
 ENGINEERS PLANNERS SURVEYORS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
 CERTIFICATE OF AUTHORIZATION NO. LB68

- LEGEND**
- L1 LINE NUMBER
  - C1 CURVE NUMBER
  - SEC 6-24-29 SECTION 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST
  - AKA ALSO KNOWN AS
  - DOC# DOCUMENT NUMBER
  - FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
  - ORB OFFICIAL RECORDS BOOK
  - NO. NUMBER
  - NT NON-TANGENT
  - (R) RADIAL
  - (NR) NON-RADIAL
  - PB PLAT BOOK
  - PG(S) PAGE(S)
  - PC POINT OF CURVATURE
  - PRC POINT OF REVERSE CURVATURE
  - PT POINT OF TANGENCY
  - PL PROPERTY LINE
  - R/W RIGHT-OF-WAY

DRAWN BY: <u>MMS</u>	JOB NO. <u>18197</u>	SCALE <u>1"=200'</u>	SHEET <u>3</u>
DATE: <u>9/2019</u>	CHECKED BY: <u>RLC</u>		OF <u>5</u>

EXHIBIT "C-1"

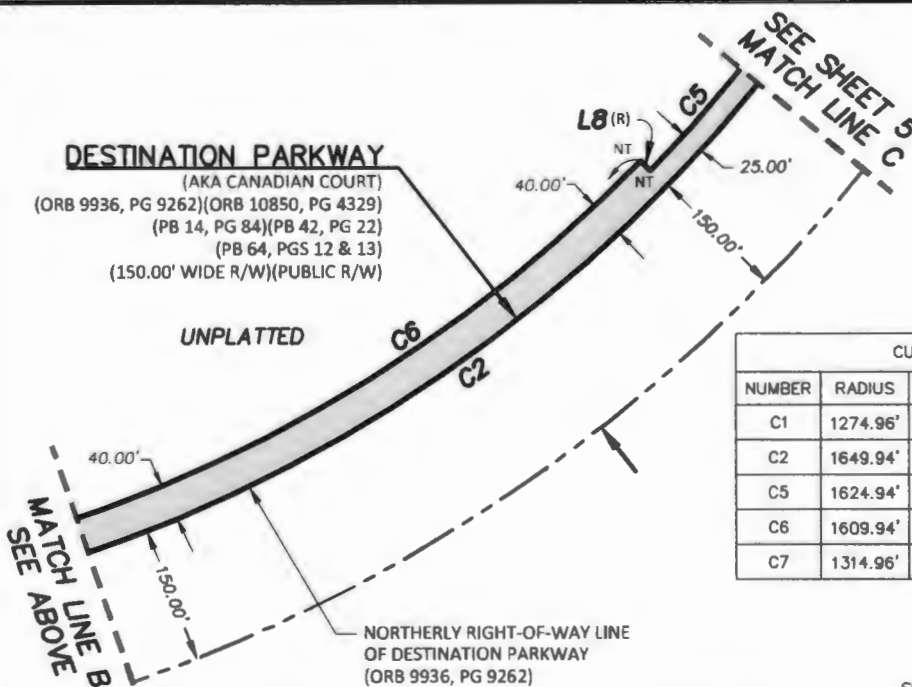
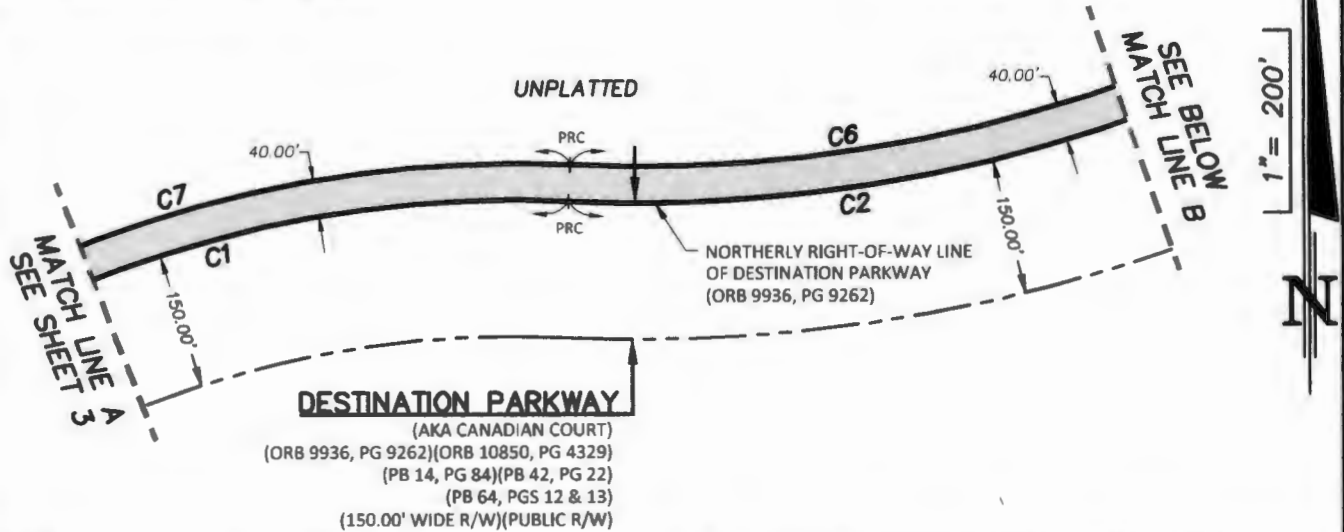
LEGAL SKETCH & DESCRIPTION OF RELOCATED FORCE MAIN EASEMENT

SKETCH OF DESCRIPTION

- SEE SHEET 1 FOR LEGAL DESCRIPTION AND NOTES
- SEE SHEET 2 FOR MAP KEY
- SEE SHEETS 3 THROUGH 5 FOR SKETCH

200' 0 200'

Scale: 1" = 200'



LINE TABLE (THIS SHEET ONLY)

NUMBER	BEARING	DISTANCE
LB	N45°24'28"W	15.00'

CURVE TABLE (THIS SHEET ONLY)

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	1274.96'	50°48'19"	1130.53'	1093.85'	N67°28'53"E
C2	1649.94'	62°37'44"	1803.52'	1715.06'	N61°34'11"E
C5	1624.94'	14°20'13"	406.60'	405.54'	S37°25'26"W
C6	1609.94'	48°17'31"	1356.94'	1317.13'	S68°44'18"W
C7	1314.96'	28°28'54"	653.66'	646.95'	S78°38'36"W

LEGEND

- L1 LINE NUMBER
- C1 CURVE NUMBER
- SEC 6-24-29 SECTION 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST
- AKA ALSO KNOWN AS
- DOC# DOCUMENT NUMBER
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- ORB OFFICIAL RECORDS BOOK
- NO. NUMBER
- NT NON-TANGENT
- (R) RADIAL
- (NR) NON-RADIAL
- PB PLAT BOOK
- PG(S) PAGE(S)
- PC POINT OF CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- P PROPERTY LINE
- R/W RIGHT-OF-WAY

PREPARED FOR:

**UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**

UCDP - FORCEMAIN EASEMENT



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
CERTIFICATE OF AUTHORIZATION NO. LB68

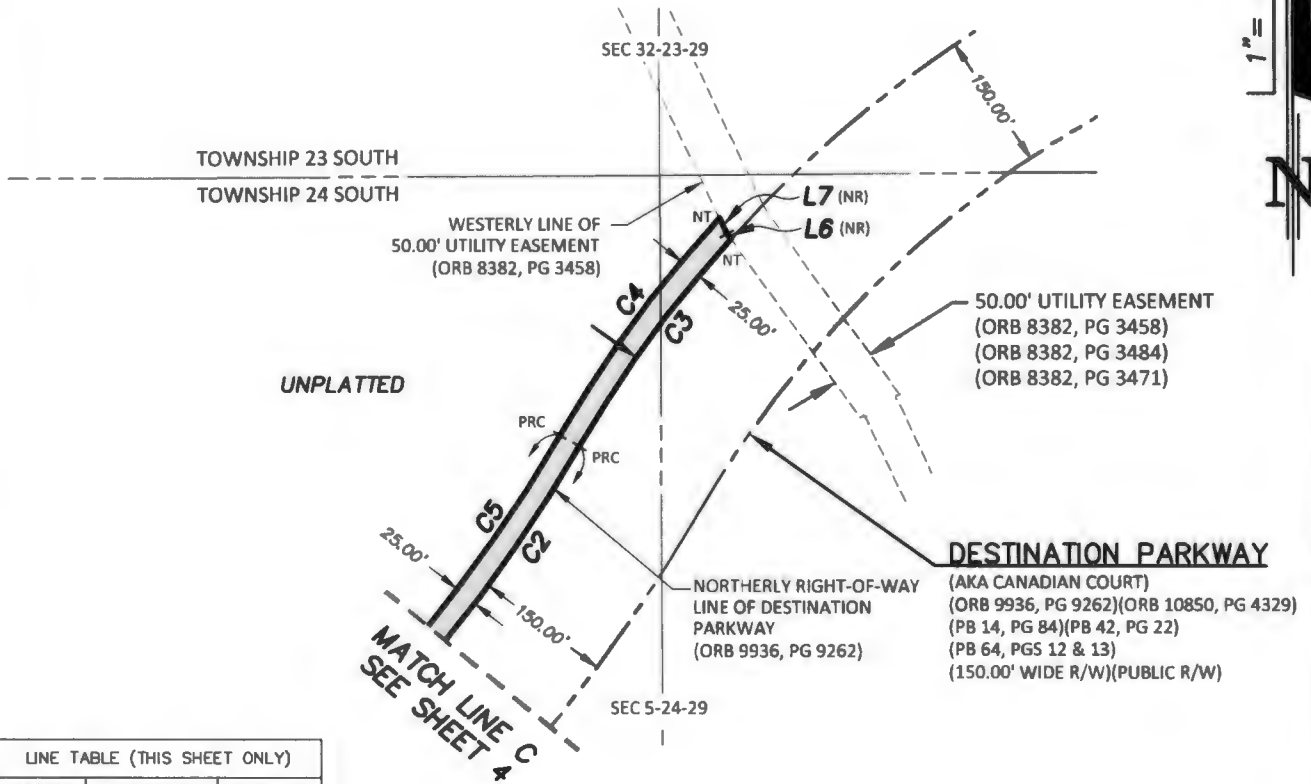
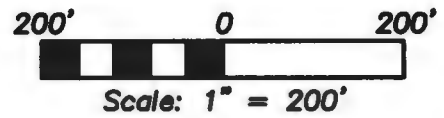
DRAWN BY: <u>MMS</u>	CHECKED BY: <u>RLC</u>	JOB NO. <u>18197</u>	SCALE <u>1"=200'</u>	SHEET <u>4</u>
DATE: <u>9/2019</u>				OF <u>5</u>

EXHIBIT "C-1"

LEGAL SKETCH & DESCRIPTION OF RELOCATED FORCE MAIN EASEMENT

SKETCH OF DESCRIPTION

- SEE SHEET 1 FOR LEGAL DESCRIPTION AND NOTES
- SEE SHEET 2 FOR MAP KEY
- SEE SHEETS 3 THROUGH 5 FOR SKETCH



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L6	N36°01'36"W	7.18'
L7	N25°40'00"W	19.36'

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C2	1649.94'	62°37'44"	1803.52'	1715.06'	N61°34'11"E
C3	1349.95'	12°02'13"	283.60'	283.08'	N36°16'26"E
C4	1374.95'	12°24'01"	297.57'	296.99'	S36°27'20"W
C5	1624.94'	14°20'13"	406.60'	405.54'	S37°25'28"W

**LEGEND**

- L1 LINE NUMBER
- C1 CURVE NUMBER
- SEC 6-24-29 SECTION 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST
- AKA ALSO KNOWN AS
- DOC# DOCUMENT NUMBER
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- ORB OFFICIAL RECORDS BOOK
- NO. NUMBER
- NT NON-TANGENT
- (R) RADIAL
- (NR) NON-RADIAL
- PB PLAT BOOK
- PG(S) PAGE(S)
- PC POINT OF CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- PL PROPERTY LINE
- R/W RIGHT-OF-WAY

PREPARED FOR:

**UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**

UCDP - FORCEMAIN EASEMENT



**DONALD W. McINTOSH ASSOCIATES, INC.**  
**ENGINEERS PLANNERS SURVEYORS**

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>MMS</u>	CHECKED BY: <u>RLC</u>	JOB NO. <u>18187</u>	SCALE <u>1"=200'</u>	SHEET <u>5</u>
DATE: <u>9/2019</u>				OF <u>5</u>

EXHIBIT "C-2"  
LEGAL SKETCH & DESCRIPTION OF SLOPE EASEMENT

**SKETCH OF DESCRIPTION**

- SEE SHEET 2 FOR SKETCH

DESCRIPTION: (prepared by Donald W. McIntosh Associates, Inc.)

That part of Section 31, Township 23 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of said Section 31; thence S00°01'46"E along the East line of the Northeast 1/4 of said Section 31, a distance of 149.99 feet to the South Right-of-way line of Sand Lake Road (State Road 482) as recorded in Official Records Book 223, Page 321, of the Public Records of Orange County, Florida; thence S89°44'41"W along said South Right-of-way line, a distance of 170.00 feet to the POINT OF BEGINNING; thence continue S89°44'41"W along said South Right-of-way line, a distance of 30.00 feet to the West line of lands described in Official Records Book 3907, Page 1921, of said Public Records; thence departing the said South Right-of-way line run the following two (2) courses along the West Boundary of said lands described in Official Records Book 3907, Page 1921: S00°01'46"E, 2520.85 feet; thence S00°07'44"E, 234.21 feet to the North line of the Berm, Fence, and Landscaping Easement described in Official Records Book 8554, Page 177; thence S66°03'27"E along said North line, a distance of 32.86 feet; thence departing said North line run N00°07'44"W, 247.59 feet; thence N00°01'46"W, 2520.94 feet to the POINT OF BEGINNING; Bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2011 Datum; the reciprocal grid factor is 1.000034632.

Containing 1.902 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are based on the Florida State Plane Coordinate System, North American Datum of 1983/2011 Adjustment, East Zone, deriving a bearing of South 00°01'46" East along the East line of the Northeast 1/4 of Section 31, Township 23 South, Range 29 East, Orange County, Florida.
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

- L1 LINE NUMBER
- C1 CURVE NUMBER
- SEC 31-23-29 SECTION 31, TOWNSHIP 23 SOUTH, RANGE 29 EAST
- P PROPERTY LINE
- AKA ALSO KNOWN AS
- DOC# DOCUMENT NUMBER
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- ORB OFFICIAL RECORDS BOOK NUMBER
- NO. NUMBER
- PB PLAT BOOK
- PG(S) PAGE(S)
- R/W RIGHT-OF-WAY
- SR STATE ROAD

PREPARED FOR:

**UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**  
UCDP - 30' SLOPE EASEMENT

DATE	BY	DESCRIPTION
REVISIONS		



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS  
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. MCINTOSH ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB68

Rocky L. Carson June 04, 2020  
Florida Registered Surveyor and Mapper  
Certificate No. 4285  
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL  
OR AN ELECTRONIC SIGNATURE (53-17.062(3) F.A.C.).  
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

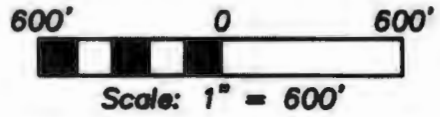
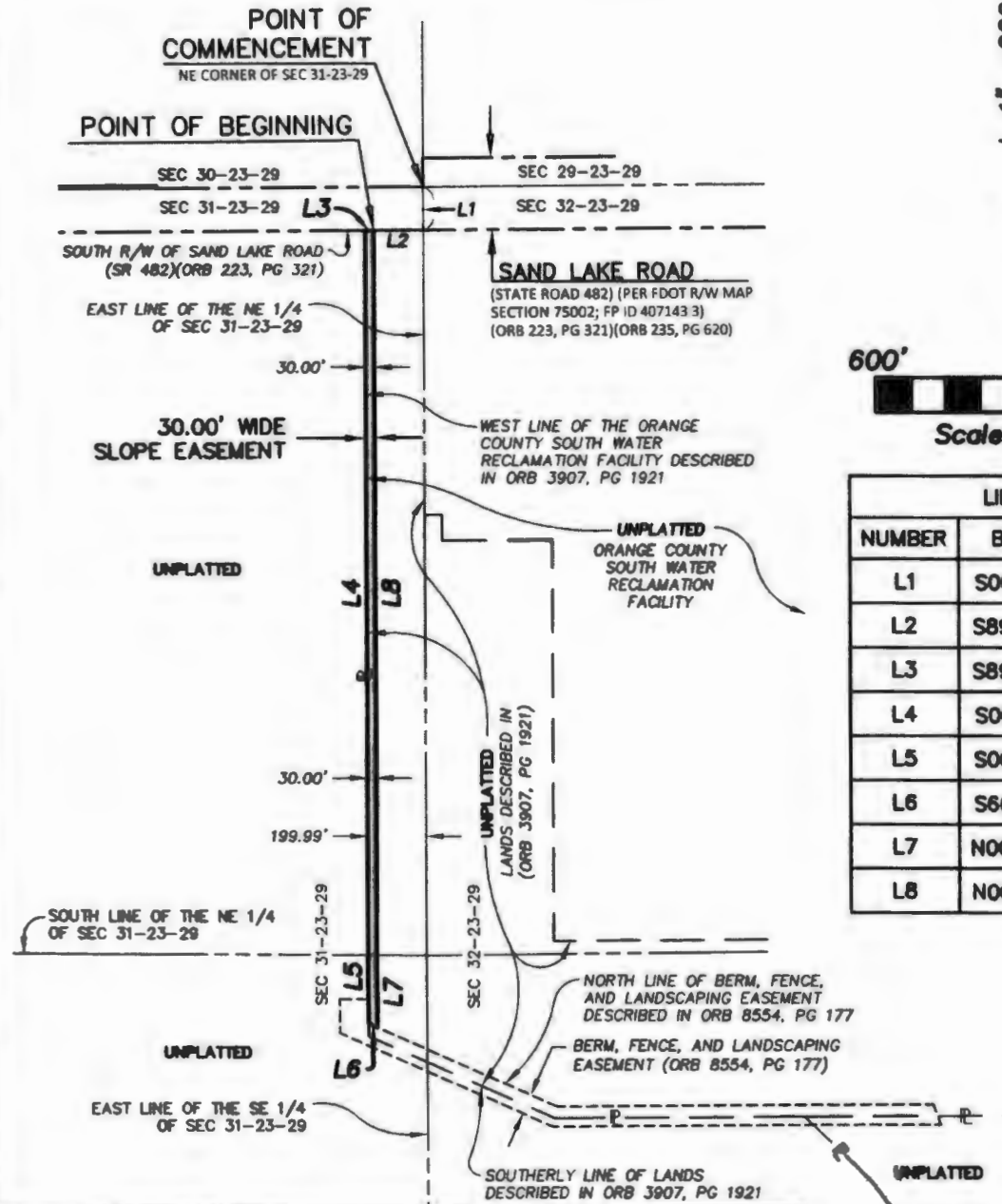
DRAWN BY: <u>MMS</u>	JOB NO. <u>16197</u>	SCALE <u>N/A</u>	SHEET <u>1</u>
DATE: <u>1/2020</u>	CHECKED BY: <u>RLC</u>		OF <u>2</u>



**EXHIBIT "C-2"**  
**LEGAL SKETCH & DESCRIPTION OF SLOPE EASEMENT**

**SKETCH OF DESCRIPTION**

- SEE SHEET 1 FOR LEGAL DESCRIPTION AND NOTES



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S00°01'46"E	149.99'
L2	S89°44'41"W	170.00'
L3	S89°44'41"W	30.00'
L4	S00°01'46"E	2520.85'
L5	S00°07'44"E	234.21'
L6	S66°03'27"E	32.86'
L7	N00°07'44"W	247.59'
L8	N00°01'46"W	2520.94'

PREPARED FOR:  
**UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**  
 UCDP - 30' SLOPE EASEMENT

**DONALD W. McINTOSH ASSOCIATES, INC.**  
 ENGINEERS PLANNERS SURVEYORS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>MMS</u>	JOB NO. <u>18187</u>	SCALE <u>1"=600'</u>	SHEET <u>2</u>
DATE: <u>1/2020</u>	CHECKED BY: <u>RLC</u>		OF <u>2</u>

EXHIBIT "C-3"

LEGAL SKETCH & DESCRIPTION OF DESTINATION SHOPPES RELOCATED FORCE MAIN EASEMENT

**SKETCH OF DESCRIPTION**

- SEE SHEET 2 FOR SKETCH

Project Name: Destination Parkway 42" Force Main Relocation  
Project Number: 19-E-052

DESCRIPTION: (prepared by Donald W. McIntosh Associates, Inc.)

That part of Section 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of Lot 2, OEP EAST PARCEL PHASE II, according to the plat thereof, as recorded in Plat Book 86, Pages 136 and 137, of the Public Records of Orange County, Florida; thence S58°06'34"E along the North line of said Lot 2, a distance of 212.27 feet; thence S44°19'11"E along said North line, 134.02 feet to the Northeast corner of said Lot 2; thence S00°07'39"E along the East line of said Lot 2, a distance of 416.55 feet to the POINT OF BEGINNING; thence continue S00°07'39"E along said East line, a distance of 59.54 feet to the Northerly Right-of-way line of Destination Parkway, as described in Official Records Book 9936, Page 9262, of said Public Records; thence S42°04'44"W along said Northerly Right-of-way line, a distance of 131.16 feet to the Westerly line of a 10.00 foot wide Utility Easement, as described in Official Records Book 3483, Page 1411, of said Public Records; thence departing said Northerly Right-of-way line run N00°07'40"W along said Westerly line, a distance of 59.54 feet; thence departing said Westerly line run N42°04'44"E, a distance of 131.16 feet to the POINT OF BEGINNING; Bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2011 Datum; the reciprocal grid factor is 1.000034632.

Containing 0.120 acres (5,247 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

**NOTES**

1. This is not a survey.
2. Bearings and distances shown hereon are based on the Florida State Plane Coordinate System, North American Datum of 1983/2011 Adjustment, East Zone, deriving a bearing of South 00°07'39" East along the East line of Lot 2, OEP EAST PARCEL PHASE II, Plat Book 86, Pages 136 & 137, Public Records of Orange County Florida.
3. Unless otherwise shown, this Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

**UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**  
DESTINATION SHOPPES - FORCEMAIN EASEMENT

4/2020	WMS	ADDED PROJECT NAME & NUMBER
DATE	BY	DESCRIPTION



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS  
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
CERTIFICATE OF AUTHORIZATION NO. LB68

**REVISIONS**  
DONALD W. MCINTOSH ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB68  
*[Signature]*  
Rocky L. Carlton June 03, 2020  
Florida Registered Surveyor and Mapper  
Certificate No. 4285  
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL  
OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.).  
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: <u>WMS</u>	CHECKED BY: <u>RLC</u>	JOB NO. <u>16197</u>	SCALE <u>N/A</u>	SHEET <u>1</u>
DATE: <u>2/2019</u>				OF <u>2</u>

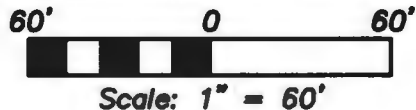


EXHIBIT "C-3"

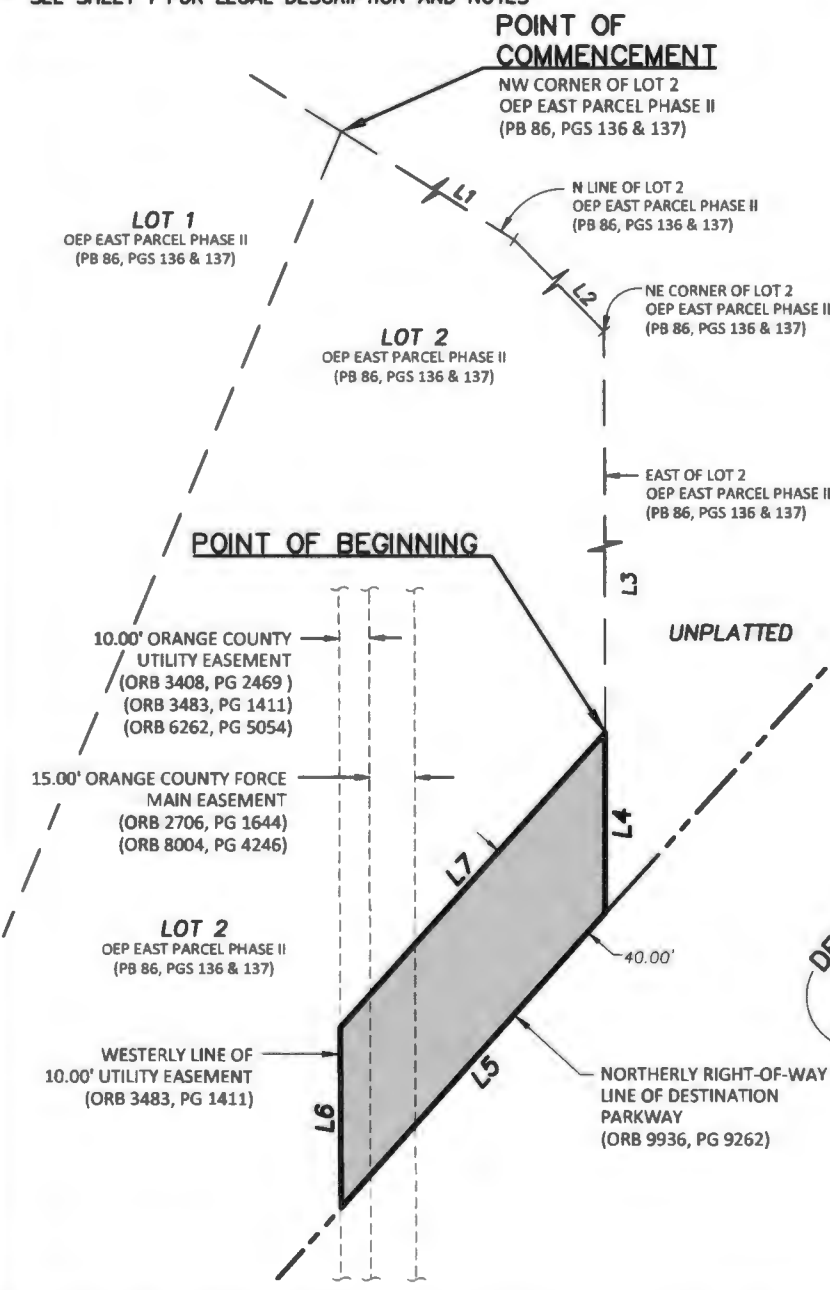
LEGAL SKETCH & DESCRIPTION OF DESTINATION SHOPPES RELOCATED FORCE MAIN EASEMENT

**SKETCH OF DESCRIPTION**

- SEE SHEET 1 FOR LEGAL DESCRIPTION AND NOTES



LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L1	S58°06'34"E	212.27'
L2	S44°19'11"E	134.02'
L3	S00°07'39"E	418.55'
L4	S00°07'39"E	59.54'
L5	S42°04'44"W	131.16'
L6	N00°07'40"W	59.54'
L7	N42°04'44"E	131.16'



**LEGEND**

- L1 LINE NUMBER
- C1 CURVE NUMBER
- SEC 6-24-29 SECTION 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST
- AKA ALSO KNOWN AS
- DOC# DOCUMENT NUMBER
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- ORB OFFICIAL RECORDS BOOK
- NO. NUMBER
- NT NON-TANGENT
- (NR) NON-RADIAL
- PB PLAT BOOK
- PG(S) PAGE(S)
- PC POINT OF CURVATURE
- PCC POINT OF COMPOUND CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- PL PROPERTY LINE
- R/W RIGHT-OF-WAY

PREPARED FOR:  
**UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**  
DESTINATION SHOPPES - FORCEMAIN EASEMENT

**DONALD W. McINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS  
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>WMS</u>	CHECKED BY: <u>RLC</u>	JOB NO. <u>18197</u>	SCALE <u>1"=60'</u>	SHEET <u>2</u>
DATE: <u>9/2019</u>				OF <u>2</u>

# SKETCH OF DESCRIPTION

DESCRIPTION: (prepared by Donald W. McIntosh Associates, Inc.)

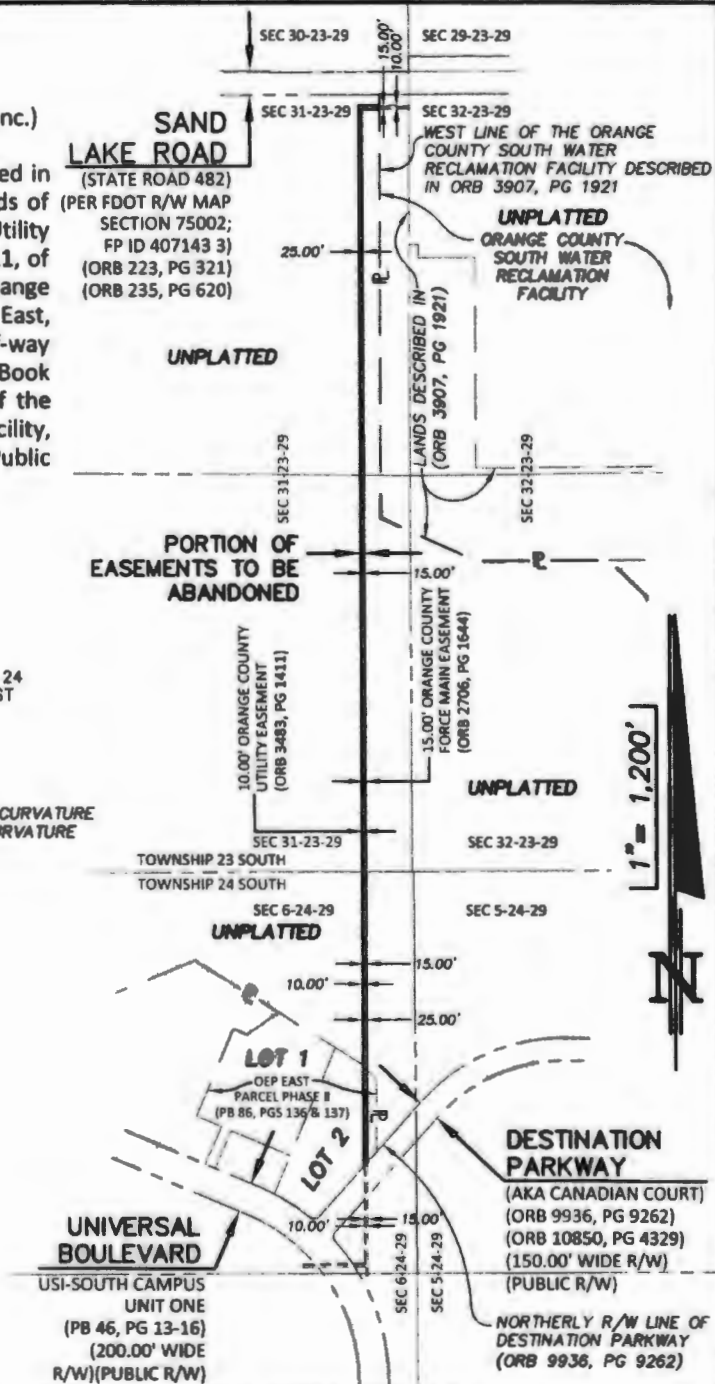
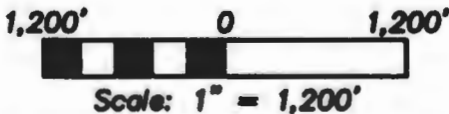
That part of the 15 foot wide Forcemain Easement, described in Official Records Book 2706, Page 1644, of the Public Records of Orange County, Florida, and that part of the 10 foot wide Utility Easement, described in Official Records Book 3483, Page 1411, of said Public Records, lying in Section 31, Township 23 South, Range 29 East, and in Section 6, Township 24 South, Range 29 East, Orange County, Florida, lying North of the Northerly Right-of-way line of Destination Parkway, as described in Official Records Book 9936, Page 9262, of said Public Records, and lying West of the West line of the Orange County South Water Reclamation Facility, described in Official Records Book 3907, Page 1921, of said Public Records.

### LEGEND

L1	LINE NUMBER	SEC 6-24-29	SECTION 6, TOWNSHIP 24 SOUTH, RANGE 29 EAST
C1	CURVE NUMBER		NT NON-TANGENT
R	PROPERTY LINE		(NR) NON-RADIAL
AKA	ALSO KNOWN AS		PLAT BOOK
DOC#	DOCUMENT NUMBER	PG(S)	PAGE(S)
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	PC	POINT OF CURVATURE
		PCC	POINT OF COMPOUND CURVATURE
ORB	OFFICIAL RECORDS BOOK	PRC	POINT OF REVERSE CURVATURE
NO.	NUMBER	PT	POINT OF TANGENCY
(R)	RADIAL	R/W	RIGHT-OF-WAY

### NOTES

1. This is not a survey.
2. Unless otherwise shown, this Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.



PREPARED FOR:

**UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**  
UCDP PARCEL 304 - ORANGE COUNTY EASEMENT VACATE

DATE	BY	DESCRIPTION
REVISIONS		



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS  
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. MCINTOSH ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB68

Rocky L. Canale June 04, 2020  
Florida Registered Surveyor and Mapper  
Certificate No. 4285  
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL,  
OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.),  
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: <u>DLL</u>	JOB NO. <u>16197</u>	SCALE <u>1"=1,200'</u>	SHEET <u>1</u>
DATE: <u>8/2019</u>	CHECKED BY: <u>RLC</u>		OF <u>1</u>

EXHIBIT "D-1"

LEGAL SKETCH & DESCRIPTION OF PARCEL 1 EASEMENT TERMINATION AREA

**SCHEDULE "A"**  
 Parcel : 804  
 Estate : Perpetual Easement  
 Purpose : Utility  
 Project name : Shingle Creek Transmission  
 FM (36") and RWM (36")

**LEGAL DESCRIPTION**

(THIS IS NOT A SURVEY)

**LEGAL DESCRIPTION:**

A STRIP OF LAND LYING IN SECTION 31, TOWNSHIP 23 SOUTH, RANGE 29 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 31 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 00°14'20" EAST, ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 150.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAND LAKE ROAD; THENCE RUN SOUTH 89°32'07" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 289.15 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, RUN SOUTH 00°20'13" EAST, 886.45 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED IN SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 8935, PAGE 877 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN SOUTH 00°20'13" EAST, 1860.42 FEET TO THE SOUTH LINE OF THAT CERTAIN UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 8382, PAGE 3458 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°39'48" WEST, ALONG SAID SOUTH LINE, 50.00 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN FOREMAN EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 2708, PAGE 1844 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 00°20'13" WEST, ALONG SAID EAST LINE, 1860.78 FEET TO A POINT ON SAID SOUTH LINE OF THE LANDS DESCRIBED IN SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 8935, PAGE 877 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 89°54'39" EAST, ALONG SAID SOUTH LINE, 50.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED STRIP OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 2.136 ACRES, MORE OR LESS

**SURVEYOR'S NOTES:**

- (1) THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE EAST SECTION LINE OF SECTION 31, TOWNSHIP 23 SOUTH, RANGE 29 EAST, BEING SOUTH 00°14'20" EAST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.
- (6) THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY, AS SUCH.

PREPARED FOR:  
 ORANGE COUNTY  
 UTILITIES DEPARTMENT

SHEET 1 OF 3

DAVID A. WHITE, R.S.M.  
 FLORIDA REGISTRATION NO. 3044  
 PROFESSIONAL ENGINEERING CONSULTANTS, INC.  
 CERTIFICATE OF AUTHORIZATION NO. LB-3556  
 DATE OF SIGNATURE: JANUARY 11, 2008

2007 51 21 1

**PEC** PROFESSIONAL ENGINEERING CONSULTANTS, INC.  
 engineers planners surveyors

Suite 1880 Eden Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8062

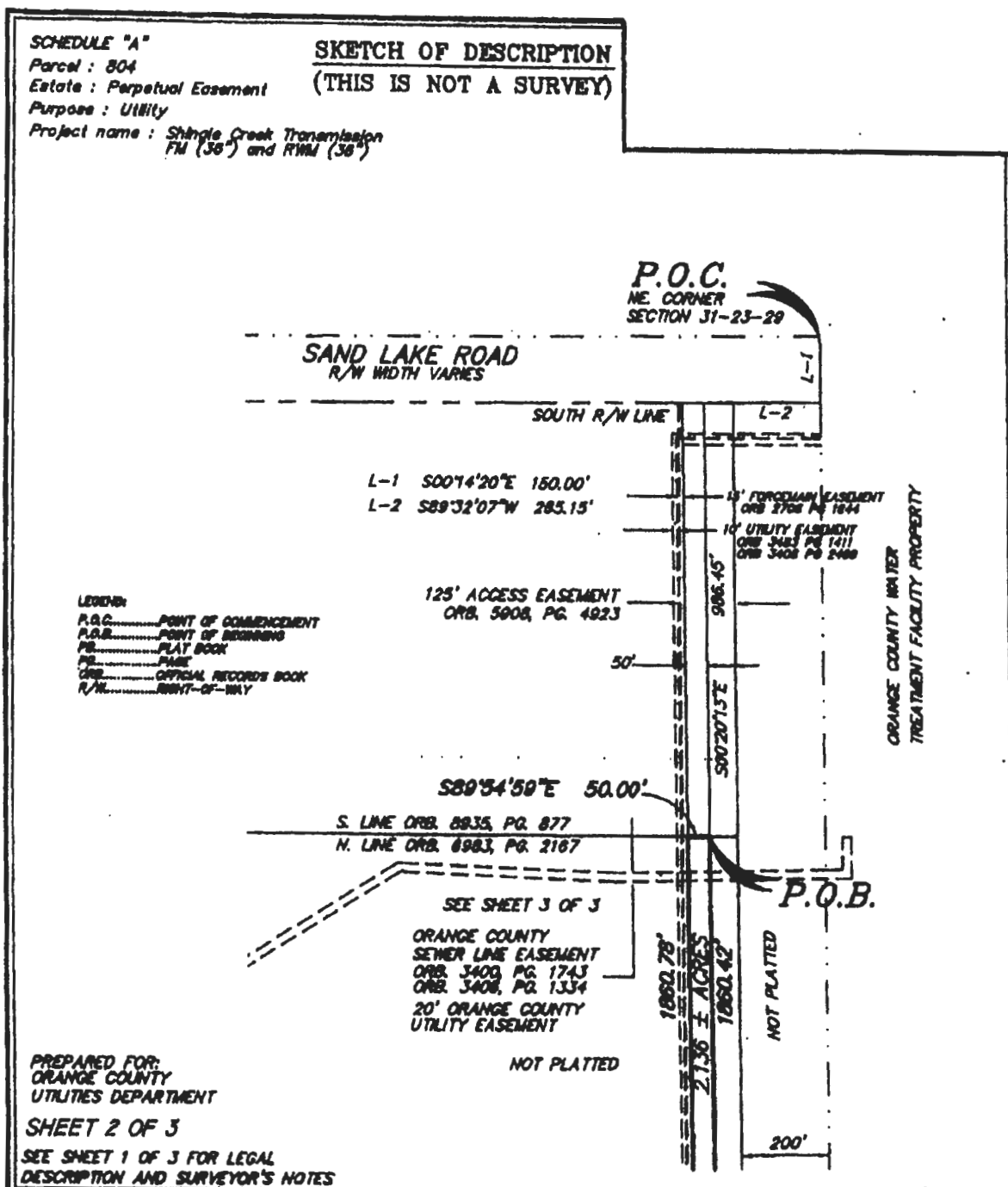
**SECTION 31, TOWNSHIP 23 SOUTH, RANGE 29 EAST**

DATE: JANUARY 10, 2008 PREP BY: S.E.J. DRAWN BY: S.E.J. JOB NO. 707169

FILE: G:\UCP-02\BERM EASEMENT\BERMEASEMENT.DWG

EXHIBIT "D-1"

LEGAL SKETCH & DESCRIPTION OF PARCEL 1 EASEMENT TERMININATION AREA



**PEC** PROFESSIONAL ENGINEERING CONSULTANTS, INC.  
 engineers planners surveyors

Suite 1880 Eola Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8082

SECTION 31, TOWNSHIP 23 SOUTH, RANGE 29 EAST

DATE: JANUARY 10, 2008

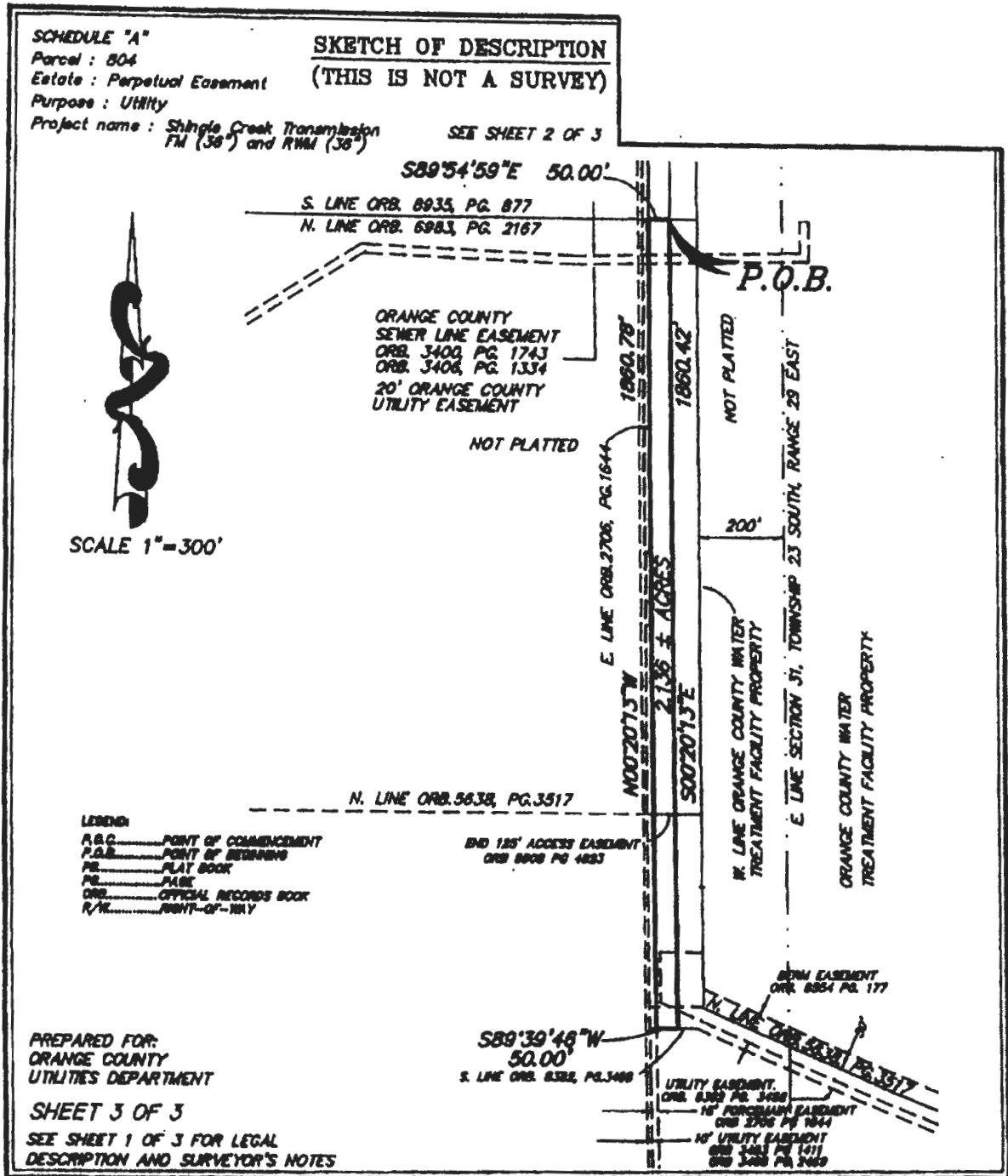
PREP BY: S.E.J.

DRAWN BY: S.E.J.

JOB NO. 707M9

FILE: Q:\UCP-02\BERM EASEMENT\BERMEASEMENT.DWG

**EXHIBIT "D-1"**  
**LEGAL SKETCH & DESCRIPTION OF PARCEL 1 EASEMENT TERMINATION AREA**



**SCHEDULE "A"**  
 Parcel : 804  
 Estate : Perpetual Easement  
 Purpose : Utility  
 Project name : Shingle Creek Transmission  
 FM (36") and R/W (36")

**SKETCH OF DESCRIPTION**  
 (THIS IS NOT A SURVEY)

SEE SHEET 2 OF 3



SCALE 1"=300'

**LEGEND:**  
 P.C. POINT OF COMMENCEMENT  
 P.O.B. POINT OF BEGINNING  
 PB PLAT BOOK  
 PG PAGE  
 ORB OFFICIAL RECORDS BOOK  
 R/W RIGHT-OF-WAY

PREPARED FOR:  
 ORANGE COUNTY  
 UTILITIES DEPARTMENT

SHEET 3 OF 3  
 SEE SHEET 1 OF 3 FOR LEGAL  
 DESCRIPTION AND SURVEYOR'S NOTES

**PEC** PROFESSIONAL ENGINEERING CONSULTANTS, INC.  
 engineers planners surveyors

Suite 1500 Eola Park Centre 200 East Robberson Street Orlando, Florida 32801 407/422-8083

**SECTION 31, TOWNSHIP 23 SOUTH, RANGE 29 EAST**

DATE: JANUARY 10, 2008	PREP BY: S.E.J.	DRAWN BY: S.E.J.	JOB NO. 707149
------------------------	-----------------	------------------	----------------

FILE: G:\UCP-02\BERM EASEMENT\BERMEASEMENT.DWG

EXHIBIT "E"

LEGAL SKETCH & DESCRIPTION OF PORTION OF THE EASTERN LOOP FORCE MAIN EASEMENT

**SKETCH OF DESCRIPTION**

- SEE SHEET 2 FOR MAP KEY
- SEE SHEET 3 SKETCH

DESCRIPTION: (prepared by Donald W. McIntosh Associates, Inc.)

That part of Section 31, Township 23 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of said Section 31; thence S00°01'46"E along the East line of the Northeast 1/4 of said Section 31, a distance of 149.99 feet to the South Right-of-way line of Sand Lake Road (State Road 482) as recorded in Official Records Book 223, Page 321, of the Public Records of Orange County, Florida; thence S89°44'41"W along said South Right-of-Way line, a distance of 200.00 feet to West line of lands described in Official Records Book 3907, Page 1921, of said Public Records; thence departing the said South Right-of-way line, run S00°01'46"E along said West line, 2520.85 feet; thence S00°07'44"E along the said West line, 278.25 feet to the POINT OF BEGINNING; thence continue S00°07'44"E along the Southerly prolongation of said West line, 54.76 feet to the South line of a 50.00 foot wide Utility Easement described in Official Records Book 8382, Page 3458, of said Public Records; thence run the following five (5) courses along the boundary of said 50.00 foot wide Utility Easement: N66°03'27"W, 17.00 feet; thence S89°52'20"W, 110.33 feet; thence N00°07'40"W, 50.00 feet; thence N89°52'20"E, 120.99 feet; thence S66°02'14"E, 5.33 feet to the POINT OF BEGINNING; Bearings and distances are based on the Florida State Plane Coordinate System East Zone, NAD 83/2011 Datum; the reciprocal grid factor is 1.000034632.

Containing 0.146 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are based on the Florida State Plane Coordinate System, North American Datum of 1983/2011 Adjustment, East Zone, deriving a bearing of South 00°01'46" East along the East line of the Northeast 1/4 of Section 31, Township 23 South, Range 29 East, Orange County, Florida.
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 31-23-29	SECTION 31, TOWNSHIP 23 SOUTH, RANGE 29 EAST
	PROPERTY LINE
AKA	ALSO KNOWN AS
DOC#	DOCUMENT NUMBER
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
ORB NO.	OFFICIAL RECORDS BOOK NUMBER
PB	PLAT BOOK
PG(S)	PAGE(S)
R/W	RIGHT-OF-WAY
SR	STATE ROAD

PREPARED FOR:

**UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**  
UTILITY EASEMENT ABANDONMENT

9/2019	WMS	REVISED BEARING IN LEGAL
DATE	BY	DESCRIPTION
REVISIONS		



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS  
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. MCINTOSH ASSOCIATES, INC.  
CERTIFICATE OF AUTHORIZATION NO. LB68  
  
Rocky L. Corson June 03, 2020  
Florida Registered Surveyor and Mapper  
Certificate No. 4285  
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

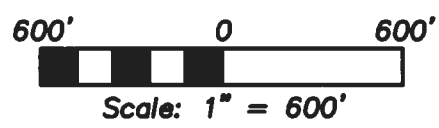
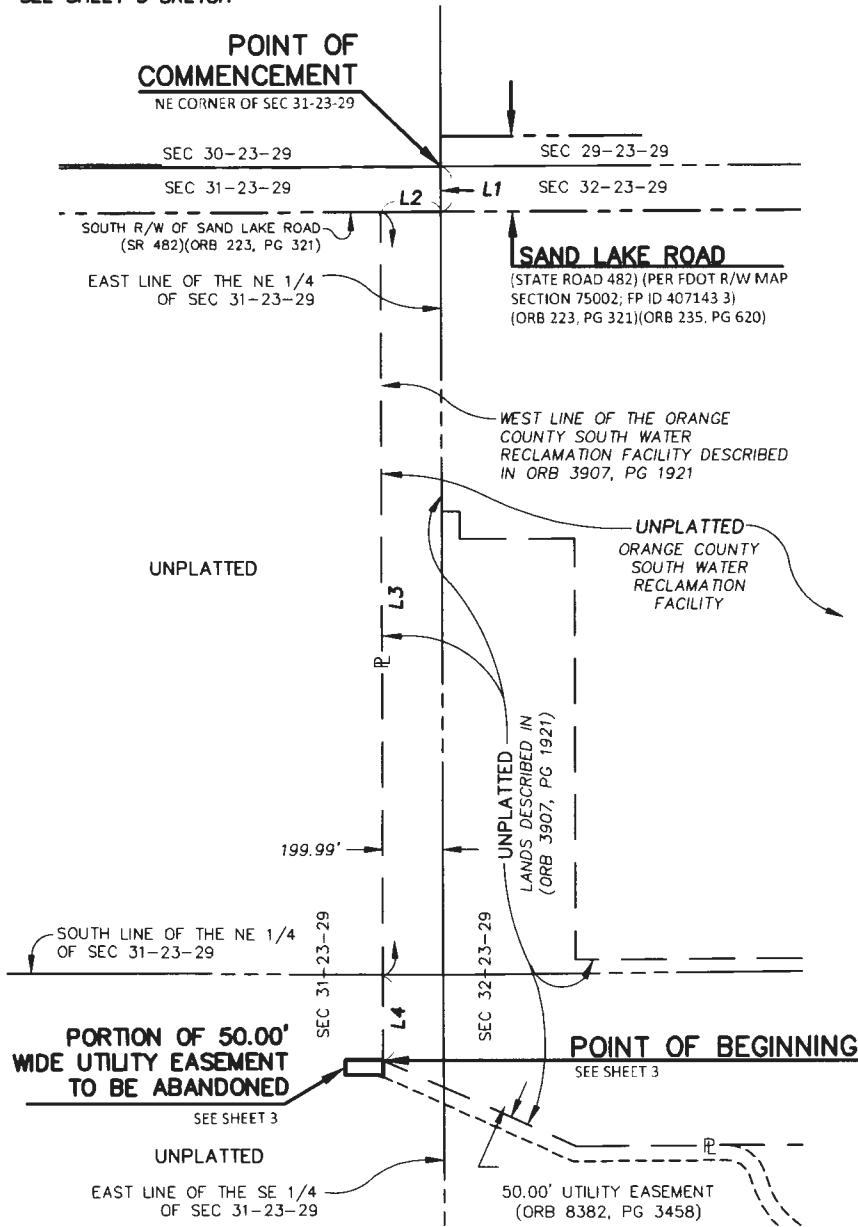
DRAWN BY: <u>WMS</u>	JOB NO. <u>16197.080</u>	SCALE <u>N/A</u>	SHEET <u>1</u>
DATE: <u>9/2019</u>	CHECKED BY: <u>RLC</u>		OF <u>3</u>

EXHIBIT "E"

LEGAL SKETCH & DESCRIPTION OF PORTION OF THE EASTERN LOOP FORCE MAIN EASEMENT

**SKETCH OF DESCRIPTION**

- SEE SHEET 1 FOR LEGAL DESCRIPTION AND NOTES
- SEE SHEET 2 FOR MAP KEY
- SEE SHEET 3 SKETCH



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S00°01'46"E	149.99'
L2	S89°44'41"W	200.00'
L3	S00°01'46"E	2520.85'
L4	S00°07'44"E	278.25'

PREPARED FOR:  
**UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**  
 UTILITY EASEMENT ABANDONMENT

**DONALD W. McINTOSH ASSOCIATES, INC.**  
**ENGINEERS PLANNERS SURVEYORS**  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
 CERTIFICATE OF AUTHORIZATION NO. LB68

- LEGEND**
- L1 LINE NUMBER
  - C1 CURVE NUMBER
  - SEC 31-23-29 SECTION 31, TOWNSHIP 23 SOUTH, RANGE 29 EAST
  - PL PROPERTY LINE
  - AKA ALSO KNOWN AS
  - DOC# DOCUMENT NUMBER
  - FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
  - ORB OFFICIAL RECORDS BOOK NUMBER
  - NO. NUMBER
  - PB PLAT BOOK
  - PG(S) PAGE(S)
  - R/W RIGHT-OF-WAY
  - SR STATE ROAD

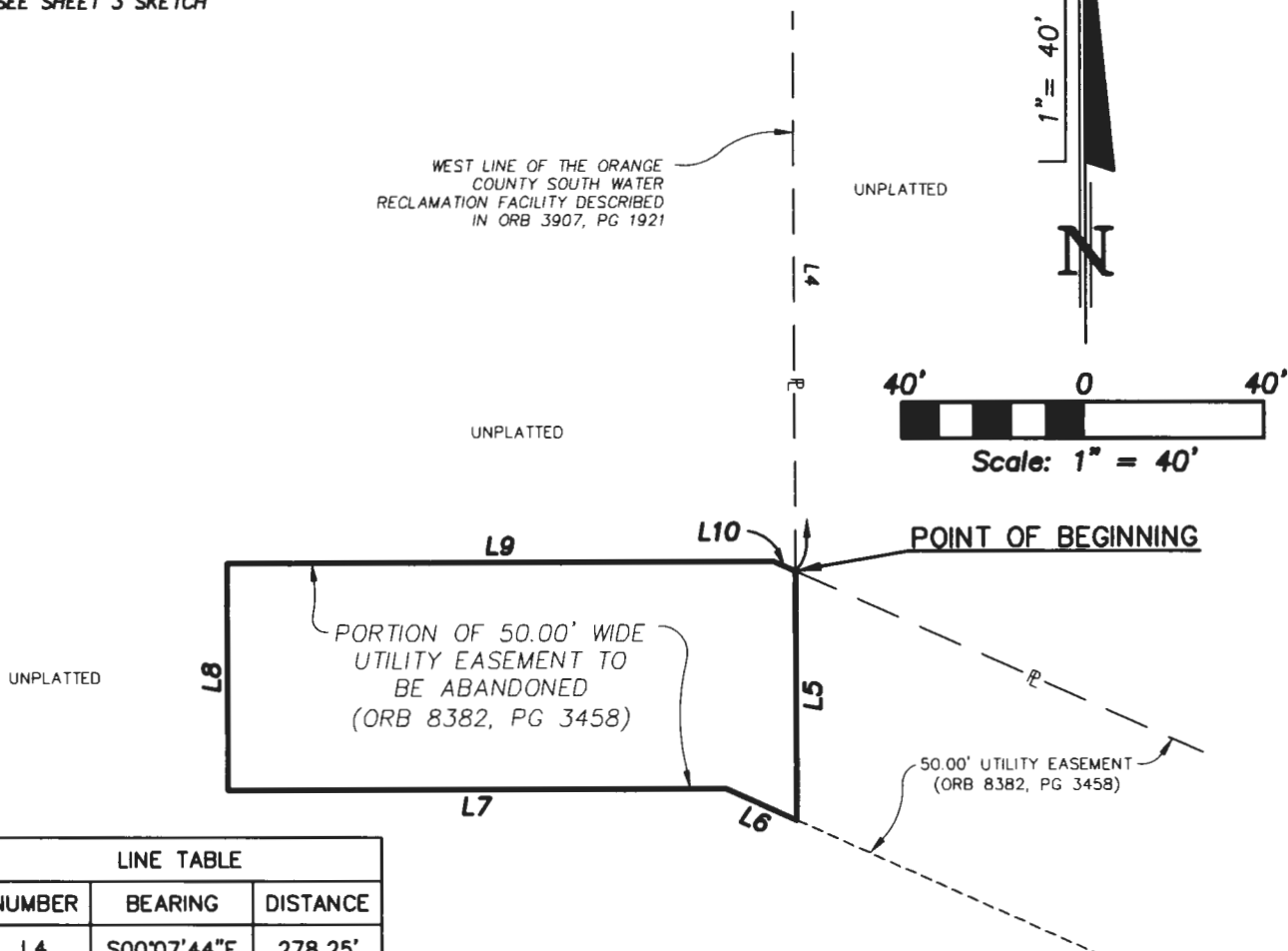
DRAWN BY: <u>WMS</u>	JOB NO. <u>16197.060</u>	SCALE <u>1"=600'</u>	SHEET <u>2</u>
DATE: <u>9/2019</u>	CHECKED BY: <u>RLC</u>		OF <u>3</u>

EXHIBIT "E"

LEGAL SKETCH & DESCRIPTION OF PORTION OF THE EASTERN LOOP FORCE MAIN EASEMENT

SKETCH OF DESCRIPTION

- SEE SHEET 1 FOR LEGAL DESCRIPTION AND NOTES
- SEE SHEET 2 FOR MAP KEY
- SEE SHEET 3 SKETCH



LINE TABLE		
NUMBER	BEARING	DISTANCE
L4	S00°07'44"E	278.25'
L5	S00°07'44"E	54.76'
L6	N66°03'27"W	17.00'
L7	S89°52'20"W	110.33'
L8	N00°07'40"W	50.00'
L9	N89°52'20"E	120.99'
L10	S66°02'14"E	5.33'

**LEGEND**

- L1 LINE NUMBER
- C1 CURVE NUMBER
- SEC 31-23-29 SECTION 31, TOWNSHIP 23 SOUTH, RANGE 29 EAST
- P PROPERTY LINE
- AKA ALSO KNOWN AS
- DOC# DOCUMENT NUMBER
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- ORB OFFICIAL RECORDS BOOK
- NO. NUMBER
- PB PLAT BOOK
- PG(S) PAGE(S)
- R/W RIGHT-OF-WAY
- SR STATE ROAD

PREPARED FOR:  
**UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**  
 UTILITY EASEMENT ABANDONMENT

**DONALD W. McINTOSH ASSOCIATES, INC.**  
 ENGINEERS PLANNERS SURVEYORS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>WMS</u>	JOB NO. <u>16197.060</u>	SCALE <u>1"=40'</u>	SHEET <u>3</u>
DATE: <u>9/2019</u>	CHECKED BY: <u>RLC</u>	OF <u>3</u>	