



Interoffice Memorandum

SEE MINUTES
FOR MOTION

BCC Mtg. Date: November 29, 2016

November 2, 2016

TO:

Mayor Teresa Jacobs
—AND—
Board of County Commissioners

AGENDA ITEM

FROM:

Jon V. Weiss, P.E., Director
Community, Environmental and Development
Services Department

CONTACT PERSON:

Lori Cunniff, CEP, CHMM, Deputy Director
Community, Environmental and Development
Services Department
(407) 836-1405

SUBJECT:

November 29, 2016 – Consent Item
International Corporate Park, Innovation Way East and Camino
Reale South Environmental Land Stewardship Agreement

The Environmental Protection Division (EPD) is requesting approval of the International Corporate Park, Innovation Way East and Camino Reale South Environmental Land Stewardship Agreement (Agreement). This Agreement is necessary as part of the requirements of Chapter 15, Article XVIII, Environmental Land Stewardship Program Ordinance.

This Agreement sets forth the commitment by the property owners (Suburban Land Reserve, Inc., a Utah corporation; Farmland Reserve, Inc., a Utah non-profit corporation; Central Florida Property, Holdings 100, LLC, a Florida limited liability company; and Central Florida Property Holdings 200, LLC, a Florida limited liability company) to:

1. Preserve Stewardship Lands within the property;
2. Provide the general location of Stewardship Lands within the property;
3. Provide the approximate total acreage of Stewardship Lands within the property; and,
4. Provide draft sketches of the proposed Stewardship Land boundaries.

The Agreement was reviewed by the County Attorney's Office and approved as to form.

ACTION REQUESTED:

Approval and execution of Environmental Land Stewardship Agreement International Corporate Park, Innovation Way East and Camino Reale South by and between Tavistock East Holdings, LLC, and Orange County. District 4

JVW/LC: mg

Attachment

BCC Mtg. Date: November 29, 2016

Prepared by and after recording return to:

Jo O. Thacker
Broad and Cassel
390 North Orange Avenue
Suite 1400
Orlando, Florida 32801

ACKNOWLEDGEMENT, JOINDER, AND CONSENT

THIS ACKNOWLEDGMENT, JOINDER, AND CONSENT ("Acknowledgment") dated as of the Effective Date (the "Effective Date" is the date of the last signature hereto), is made by CENTRAL FLORIDA PROPERTY HOLDINGS 100, LLC, A Florida limited liability company ("CFPH 100"); CENTRAL FLORIDA PROPERTY HOLDINGS 200, LLC, a Florida limited liability company ("CFPH 200") (collectively, CFPH 100 and 200; FARMLAND RESERVE, INC., a Utah non-profit corporation ("FRI"); and SUBURBAN LAND RESERVE, INC., a Utah corporation ("SLR"), in favor of ORANGE COUNTY, a charter county and political subdivision of the State of Florida (the "County").

This Acknowledgment is made with reference to the following facts:

A. FRI is the current fee simple owner, but not the developer, of a majority of that certain real property located in Orange County, Florida commonly referred to as Innovation Way East (the "FRI IWE Property") and that certain real property commonly referred to as Camino Reale South (the "Camino South Property"). FRI is not in the land development business and is not a developer.

B. CFPH 100 and 200 are the current fee simple owner, but not the developer, of the southwest portion of that certain real property located in Orange County, Florida commonly referred to as Innovation Way East (the "CFPH 100 and 200 IWE Property").

C. SLR is the current fee simple owner of certain real property located in Orange County, Florida commonly referred to as ICP ("SLR ICP Property"). Collectively, the FRI IWE Property, the Camino South Property, the CFPH 100 and 200 IWE Property, and the SLR ICP Property are referred to herein as the "Property."

D. Pursuant to a purchase and sale agreement SLR has obtained the rights to purchase the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property, and the rights to perform any actions necessary to entitle, encumber, and develop said property, subject to the fulfillment of certain conditions.

E. SLR does hereby state that SLR has granted to Tavistock East Holdings, L.L.C., a Florida limited liability company ("Tavistock"), its rights to purchase the Property, entitle, encumber, and develop the Property, pursuant to a separate agreement between Tavistock and SLR.

F. FRI and CFPH 100 and 200 understand and SLR does hereby state that, under certain conditions being met, including execution of this Acknowledgement, SLR (i) will grant to

Tavistock its rights to purchase the Property, and (ii) has authorized Tavistock to perform certain actions necessary to entitle and develop the Property pursuant to a separate agreement between Tavistock and SLR.

G. FRI and CFPH 100 and 200 understand and acknowledge that Tavistock and/or SLR will be required to enter into certain agreements with the County to entitle, encumber, and obtain approvals to develop the FRI IWE Property, the CFPH 100 and 200 IWE Property, and the Camino South Property, respectively, prior to Tavistock's purchase of such properties, and that such agreements, including the Environmental Land Stewardship Agreement for International Corporate Park, Innovation Way East and Camino South Property ("ELSA"), may apply to and affect the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property, while FRI and/or CFPH 100 and 200 are the fee simple owners of their respective properties.

H. SLR understands and acknowledges that the authorization that SLR has granted to Tavistock to entitle, encumber, and develop the Property, pursuant to a separate agreement between Tavistock and SLR, will require Tavistock to enter into agreement(s) with the County, including the ELSA, to entitle and obtain approvals for the Property, and that such agreement(s) may apply to and affect the SLR ICP Property, the FRI IWE Property, the Camino South Property, and the CFPH 100 and 200 IWE Property while SLR, FRI, and CFPH 100 and 200 are the respective fee simple owners of such property, including, but not limited to the requirement to preserve certain designated portions of such property (the "Stewardship Lands") at certain designated times.

I. Due to FRI, CFPH 100 and 200, and SLR's current ownership of and existing rights in the Property, the County desires that SLR, CFPH 100 and 200, and FRI acknowledge, join in, and consent to the ELSA between the County and Tavistock.

NOW THEREFORE SLR, CFPH 100 and 200, and FRI, as applicable, hereby state the following:

1. FRI and CFPH 100 and 200 Acknowledgment, Joinder, and Consent. FRI and CFPH 100 and 200 acknowledge that SLR has a current and existing right to purchase, develop, and pursue entitlements on the FRI IWE Property, the CFPH 100 and 200 IWE Property, and the Camino South Property, which includes the right to pursue and finalize the ELSA, which will apply to and affect such properties. FRI and CFPH 100 and 200 join and consent to the ELSA solely for the purpose of (i) consenting to have the ELSA recorded in the Public Records of Orange County, Florida upon their respective properties, such that it will run with the land and create a servitude upon the Property, and (ii) agreeing to convey any stewardship lands located within the FRI IWE Property, the CFPH 100 and 200 IWE Property, and Camino South Property, to SLR prior to or at the time such conveyances are required pursuant to Sections 2 and 3 of the ELSA, so that Tavistock or SLR, or their respective successors in title, can perform under the ELSA, which conveyance(s) will be consistent with the rights obtained by SLR from FRI and CFPH 100 and 200 referenced herein in Recital D.

2. SLR Acknowledgment, Joinder, and Consent. SLR acknowledges that Tavistock has obtained from SLR its current and existing right to purchase, develop, and pursue entitlements on the Property, which includes the right to pursue and finalize the ELSA, and agrees to convey stewardship lands to Tavistock or its successor in titles so that Tavistock can preserve stewardship lands, or SLR will itself preserve stewardship lands located within the Property, as may be applicable, prior to or at the time such conveyances or preservation are required pursuant to Sections 2 and 3 of the ELSA, which conveyances and/or preservation will be consistent with the rights obtained by Tavistock from SLR referenced herein in Recital E.

Signed, witnessed, executed, and acknowledged by the parties as set forth below.

FARMLAND RESERVE, INC.,
a Utah non-profit corporation

By: *[Signature]*

Name (Print): K. ERIK JACOBSEN

Its: President

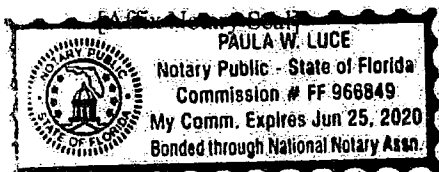
Date: 11/8/16

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 8TH day of NOVEMBER, 2016, by K. ERIK JACOBSEN, as PRESIDENT of Farmland Reserve, Inc., a Utah non-profit corporation, on behalf of the corporation. He is ☒ personally known to me or ___ produced ___ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 8TH day of NOVEMBER, 2016.



Paula W. Luce
Signature of Notary

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: R. Steven Romney
Name (Print): R. Steven Romney
Its: President
Date: 11/4/16

STATE OF UTAH

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 4th day of November, 2016, by R. Steven Romney, President of Suburban Land Reserve, Inc., a Utah corporation, on behalf of the corporation. He is X personally known to me or produced as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 4th day of November, 2016.

[Affix Notary Seal]

Colette D. Yates
Signature of Notary



CENTRAL FLORIDA PROPERTY
HOLDINGS 100, LLC
a Florida limited liability company

By: [Signature]

Name (Print): K. Erik Jacobsen

Its: Manager

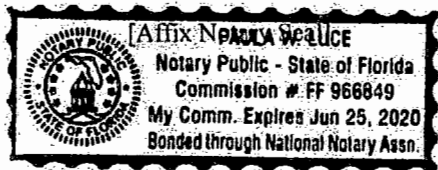
Date: 11/8/16

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 8th day of NOVEMBER, 2016, by K. ERIC JACOBSEN, as Manager of Central Florida Property Holdings 100, LLC, a Florida limited liability company, on behalf of the company. He is ☒ personally known to me or ☐ produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 8th day of NOVEMBER, 2016.



Paula W. Luce
Signature of Notary

CENTRAL FLORIDA PROPERTY
HOLDINGS 200, LLC
a Florida limited liability company

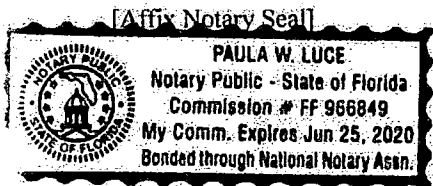
By: [Signature]
Name (Print): K. Erik Jacobsen
Its: Manager
Date: 11/8/16

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 8th day of NOVEMBER, 2016, by K. ERIC JACOBSEN, as Manager of Central Florida Property Holdings 200, LLC, a Florida limited liability company, on behalf of the company. He is ☒ personally known to me or ☐ produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 8th day of NOVEMBER, 2016.



Paula W. Luce
Signature of Notary

BCC Mtg. Date: November 29, 2016

Prepared by and after recording return to:

Jo O. Thacker
Broad and Cassel
390 North Orange Avenue
Suite 1400
Orlando, Florida 32801

Tax Parcel I.D. No.: _____

**ENVIRONMENTAL LAND STEWARDSHIP
AGREEMENT**

**INTERNATIONAL CORPORATE PARK, INNOVATION WAY EAST AND
CAMINO REALE SOUTH**

This Environmental Land Stewardship Agreement (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between Tavistock East Holdings, LLC, a Florida limited liability company ("Developer"), whose mailing address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827, and Orange County, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

WITNESSETH:

WHEREAS, Developer is the contract purchaser of certain real property, as shown in the project location map identified as Exhibit "A", and as more particularly described on Exhibit "B" (legal description), both of which are attached hereto and incorporated herein by this reference (the "Property"), and

WHEREAS, the Property and certain property known as Camino Reale South (the "Camino South Property") is currently owned by Suburban Land Reserve, Inc., a Utah corporation; Farmland Reserve, Inc., a Utah non-profit corporation; Central Florida Property Holdings 100, LLC, a Florida limited liability company; and Central Florida Property Holdings 200, LLC, a Florida limited liability company (collectively, the "Owners"); and

WHEREAS, the Property is located within the Innovation Way Overlay and is therefore subject to the Article XVIII, Chapter 15 of the Orange County Code, also known as the Environmental Land Stewardship Program ("ELSP") Ordinance; and

WHEREAS, a draft Environmental Land Stewardship Area Determination ("ELSAD") has been performed to generally identify stewardship lands on the Property, and is attached hereto as Exhibit "C"; and

WHEREAS, subject to the terms of this Agreement, the Developer is willing to preserve the stewardship lands generally identified on the draft ELSAD ("Stewardship Lands"), consistent with the provisions of the ELSP Ordinance; and

WHEREAS, County and Developer desire to set forth certain terms, conditions, and agreements between the parties as to the preservation of those Stewardship Lands; and

WHEREAS, pursuant to that certain Acknowledgment, Joinder and Consent (the "Consent"), the Owners have provided their acknowledgment of this Agreement and have joined in and consented to the conveyance of the Stewardship Lands prior to or at the time such conveyances are required pursuant to this Agreement, in accordance with the terms and conditions as are more specifically set forth in the Consent.

NOW, THEREFORE, Developer and County (the "Parties") agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Preservation of Stewardship Lands by Developer.

(a) *Preserved Lands.* Developer agrees to preserve the Stewardship Lands generally depicted on the draft ELSAD attached hereto as Exhibit "C," subject to the recordation of plats and as set forth in Section 2(c) below.

(b) *Stewardship Lands.* The Property and the Camino South Property consists of approximately 7,762.8 gross acres, inclusive of water bodies and wetlands. The Stewardship Lands constitute approximately 2,850.3 acres.

(c) *Procedure.* The Developer, prior to recordation of a plat of land located within the Property, shall set aside Stewardship Lands for preservation in accordance with Section 2(c)(i) below. The Developer may determine, in its sole discretion, what portions of the Stewardship Lands are to be preserved with each plat of the Property (the "Preserved Stewardship Lands"). The Preserved Stewardship Lands may or may not be within the area covered by the applicable Plat and may be any Stewardship Lands located within the Property. If Developer does not own the Preserved Stewardship Lands, Developer must obtain the written consent of the applicable Owner (or its successor-in-interest) of the Preserved Stewardship Lands prior to designating such Stewardship Lands as Preserved Stewardship Lands.

(i) *Preservation by conveyance/easement.* Upon Developer determining the Preserved Stewardship Lands, Developer will grant, to County, either a mutually

agreeable conservation easement or warranty deed at Developer's option, in recordable form, or to a County approved environmental organization in fee simple, the Preserved Stewardship Lands. If reasonably necessary, Developer shall also grant, or cause to be granted to the County a mutually agreeable temporary easement providing reasonable ingress and egress to and from the Preserved Stewardship Lands described in the applicable conservation easement. This temporary easement shall expire on the granting to and acceptance by the County of permanent access to the applicable Preserved Stewardship Lands.

(ii) *Conveyance/easement recording costs.* Developer shall pay all costs of recording the conveyance/conservation easement of the Preserved Stewardship Lands, including recording fees and documentary stamps, if any.

(iii) *Management plan.* In connection with the Preserved Stewardship Lands, Developer shall submit a management plan that meets the requirements of Section 15-827, Orange County Code ("Stewardship Lands Management Plan"), to the Environmental Protection Officer, which must be approved by the Environmental Protection Officer prior to the adoption and recordation of plat unless a later date is mutually agreed to in writing by Developer and the Environmental Protection Officer.

Section 3. ELSP Credits. Upon County's approval and acceptance of the deed or conservation easement, Developer shall record a "Notice of Environmental Stewardship Credits" in the Public Records of Orange County, Florida. The Environmental Stewardship Credits for the Preserved Stewardship Lands created shall equal the number of acres (including fractional

acres) preserved.

(a) *Plat submittal.* Concurrent with submittal of a plat to the County for review and approval, the Developer shall submit evidence of the recording of Notice of Environmental Stewardship Credits for credits equal to the number of acres and fractional acres contained in the plat, if any.

(b) *Assignment of ELSP credits.* If the Developer is not the owner of the property subject to the initial plat on the Property (or subsequent plats thereafter), the owner of the Property subject to the plat shall obtain an assignment of ELSP credits equal to the number of acres and fractional acres contained in the plat, along with evidence of the recording of Notice of Environmental Stewardship Credits.

(c) *Amendment of notice required for preservation of additional lands.* If Developer's initial designation of the Preserved Stewardship Lands is not all of Stewardship Lands, each time additional Stewardship Lands are designated as preserved, Developer shall amend the Notice of Environmental Stewardship Credits for the Property to reflect the increase in Environmental Stewardship Credits. Each amendment shall be recorded in the Public Records of Orange County, Florida.

(d) *Amendment of notice required for reduction of credits by assignment.* Each time Developer assigns Stewardship Credits to a third party, Developer shall amend the Notice of Environmental Stewardship Credits for the Property to reflect the reduction in Environmental Stewardship Credits, and shall provide to the County a copy of the assignment of Environmental Stewardship Credits, which shall identify the assignee and the lands to which the Environmental Stewardship Credits are being assigned.

(e) Developer shall not convey unplatted land within the Property to a third party without assigning Environmental Stewardship Credits applicable to that portion of the conveyed Property.

Nothing herein shall prevent Developer from assigning Environmental Stewardship Credits, subject to specified conditions, requirements, and restrictions.

Section 4. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, or (iii) delivered by overnight courier service requiring delivery receipt, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Developer:	Tavistock East Holdings, LLC 6900 Tavistock Lakes Boulevard Suite 200 Orlando, Florida 32827 Attention: Jim Zboril
With copies to:	Broad and Cassel 390 North Orange Avenue, Suite 1400 Orlando, Florida 32801 Attention: Jo O. Thacker Suburban Land Reserve, Inc. 79 S. Main Street, Suite 500 Salt Lake City, Utah 84111 Attention: R. Steven Romney Farmland Reserve, Inc. 79 S. Main Street, Suite 1000 Salt Lake City, Utah 84111

Attention: Erik Jacobsen

Kirton McKonkie
50 East South Temple
Salt Lake City, Utah 84111
Attention: Robert Hyde and Loyal Hulme

Burr & Forman LLP
200 S. Orange Avenue, Suite 800
Orlando, Florida 32801
Attention: Vivien J. Monaco

As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393

With a copy to: Orange County Community, Environmental,
and Development Services Department
Manager, Environmental Protection Division
3165 McCrory Place, Suite 200
Orlando, Florida 32803

Section 5. Covenants Running with the Land. This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and detriment of the heirs, legal representatives, successors, and assigns of Developer and any person, firm, corporation, or other entity that may become the successor in interest to any portion of the Property; provided, however a subsequent owner of any portion of the Property shall be deemed to be in compliance with this Agreement to the extent the subsequent owner has sufficient Environmental Stewardship Credits to develop and use the portion of the Property owned by that owner in compliance with the Ordinance.

Section 6. Recordation of Agreement. An executed original of this Agreement shall be recorded, at Developer's expense, in the Public Records of Orange County, Florida within

thirty (30) days of the Effective Date.

Section 7. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 8. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 9. Further Documentation. The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 10. Limitation of Remedies. County and 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 for all actions arising out of or in connection with this Agreement.

(a) *Limitations on County's remedies.* Upon any failure by Developer to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or
- (ii) the withholding of development permits and other approvals or permits in connection with the Property; or
- (iii) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the Stewardship Lands or any other portion of the Property as County may lawfully elect.

(b) *Limitations on Developer's remedies.* Upon any failure by County to perform its obligations under this Agreement, Developer shall be limited strictly to only the following remedies:

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

Both parties 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 party shall bear the cost of its own attorney fees for any action arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Section 11. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

Section 12. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of immunity or limits of liability of County, including elected officials, officers, and employees beyond any statutory limited waiver of immunity or limits of liability in section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Section 13. Severability. In the event that any of the terms, covenants, or conditions of this Agreement or their application shall be held invalid as to any person, legal entity, or

circumstances by any court of competent jurisdiction, the remainder of this Agreement and the application and effect of its terms, covenants or conditions to such persons, legal entities or circumstances shall not be affected thereby.

Section 14. Entire Agreement. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement.

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

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Teresa Jacobs*
Teresa Jacobs,
Orange County Mayor

Date: 11.30.16

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

By: *Craig A. Stopysa*
for Deputy Clerk



DEVELOPER:

Tavistock East Holdings, LLC,
a Florida limited liability company


By: 

Print Name: James L. Zboril

Title: President

Date: November 7, 2016

WITNESSES:


Print Name: Kathy Kittell


Print Name: Robert Noren

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by James L. Zboril,
President of Tavistock East Holdings, LLC, who is known by me to
be the person described herein and who executed the foregoing, this 7th day of November,
2016. He is personally known to me or has produced _____ as identification
and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day
of November, 2016.




Notary Public

Print Name: _____

My Commission Expires: _____

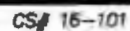


Exhibit "B"

**Legal Description for Property
SUNBRIDGE (Orange County)
(ICP, Camino Reale "110' Strip, and IWE (West of CPA Line) Less all CFX ROW)
CEA Agreement, APF Agreement, TRG List, CPA Application,
Reg. Plan Application and the RAC Application
(Prepared by DWMA)
September 10, 2016**

DESCRIPTION:

PARCEL A:

That portion of Section 1, Township 24 South, Range 31 East, and a portion of Section 6, Township 24 South, Range 32 East, Orange County, Florida, more particularly described as follows:

Commence at the Northwest corner of Section 6, Township 24 South, Range 32 East; thence run North 89 degrees 57 minutes 33 seconds East along the North line of said Section 6, a distance of 300.00 feet to the point of intersection with the East line of an O.U.C. Railroad Right of Way Easement as recorded in Official Records Book 3307, Page 2154 (Official Records Book 3590, Page 355), Public Records of Orange County, Florida; thence run South 00 degrees 02 minutes 17 seconds West along the East line of said O.U.C. Railroad Right of Way Easement a distance of 1203.04 feet to the POINT OF BEGINNING; thence departing said Right of Way Easement line run South 16 degrees 05 minutes 22 seconds East, a distance of 1530.10 feet; thence run South 00 degrees 02 minutes 17 seconds West a distance of 1309.07 feet to the point of intersection with the centerline of Wewahootee Road; thence run South 89 degrees 39 minutes 56 seconds West along said centerline of Wewahootee Road a distance of 2867.66 feet to the point of intersection with the Easterly line of the aforementioned O.U.C. Railroad Right of Way as recorded in Official Records Book 3307, Page 2154 (Official Records Book 3590, Page 355); thence run North 41 degrees 09 minutes 44 seconds East along the Easterly line of said O.U.C. Railroad Right of Way a distance of 3673.80 feet to the POINT OF BEGINNING.

Together with easement rights for the benefit of Parcel A:

Master Drainage System Easement recorded May 5, 1987 in Official Records Book 3884, Page 433, Public Records of Orange County, Florida.

PARCEL B

(CONSISTING OF NORTHWEST PARCEL, NORTHEAST PARCEL, CENTER PARCEL, SOUTHEAST PARCEL, SOUTHWEST PARCEL AND TRACT 8 PARCEL)

NORTHWEST PARCEL:

A parcel of land located in Section 25, Township 23 South, Range 31 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at Southeast corner of said Section 25; thence North 00° 02' 15" West, 315.07 feet to the Point of Beginning, said point being on the Northerly right of way line of State Road 528 (Bee Line Expressway) as shown on an Orlando - Orange County Expressway Authority Right of Way Map, Section 1.1 - 1.2, 75002 - 3501; thence the following courses and distances along said Northerly right of way line, South 78° 27' 52" West, 1320.50 feet; thence North 89° 33' 17" West, 1263.28 feet; thence South 89° 45' 47" West, 2878.58 feet to a point on the West line of said Section 25; thence leaving said Northerly right of way line, run North 00° 14' 09" East along said West line 2600.49 feet to the West 1/4 corner of said Section 25; thence continue along said West line, North 00° 16' 31" East, 2654.65 feet to the Northwest corner of said Section 25; thence leaving said West line, run North 89° 52' 15" East along the North line of said Section 25 a distance of 2656.50 feet to the North 1/4 corner of said Section 25; thence continue along said North line, North 89° 54' 29" East, 2750.01 feet to the Northeast corner of said Section 25; thence leaving said North line, run South 00° 05' 21" East along the East line of said Section 25 a distance of 2656.64 feet to the East 1/4 corner of said Section 25; thence continue along said East line, South 00° 02' 15" East, 2342.69 feet to the Point of Beginning.

LESS AND EXCEPT A, B, C AND D AS SET FORTH BELOW:

A) ALAFAYA TRAIL EXTENSION (Official Records Book 8893, Page 1974)

All of that part of the Northwest 1/4 and the Southwest 1/4 of Section 25, Township 23 South, Range 31 East, Orange County, Florida lying within 60.00 feet left and right of the following described centerline:

Commence at the Northwest corner of the Northwest 1/4 of Section 25, Township 23 South, Range 31 East, Orange County, Florida; thence run S. 00° 17' 00" W. along the West line of the Northwest 1/4 of said Section 25 a distance of 263.92 feet for a Point of Beginning; thence departing said West line run S. 74° 33' 39" E. for a distance of 622.97 feet to the point of curvature of a curve concave Southwesterly having a radius of 1206.23 feet; thence run Southeasterly along the arc of said curve through a central angle of 74° 33' 39" a distance of 1569.70 feet to the point of tangency; thence run S. 00° 00' 00" E. tangent to said curve a distance of 703.56 feet to the point of curvature of a curve concave Northeasterly having a radius of 1206.23 feet; thence run Southeasterly along the arc of said curve through a central angle of 44° 30' 10" a distance of 936.90 feet to the point of tangency; thence run S. 44° 30' 10" E. tangent to said curve a distance of 255.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 1206.23 feet; thence run Southeasterly along the arc of said curve through a central angle of 44° 14' 56" a distance of 931.56 feet to the point of tangency; thence run S. 00° 15' 14" E. a distance of 144.58 feet to the end of said centerline. The right of way lines left and right of the above described centerline are intended to extend or shorten as necessary to terminate at the West line of the Northwest 1/4 of said Section 25.

B) That part of PARCEL 900 WATER RETENTION AREA POND NO. 1 (Official Records Book 8893, Page 1974) lying North of the Easterly prolongation of the South Right-of-way line of Parcel 1001A of Monument Parkway as described in Official Records Book 10042, Page 7271, Public Records of Orange County, Florida.

C) Lands conveyed to Orange County by General Warranty Deed recorded May 11, 2010 in Official Records Book 10042, Page 7271, Public Records of Orange County, Florida. (Monument Parkway)

D) Lands conveyed to the Central Florida Expressway Authority by Special Warranty Deed, recorded April 27, 2016 in Document #20160212591, Public Records of Orange County, Florida.

NORTHEAST PARCEL:

Tracts B, C and E, International Corporate Park, Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41, of the Public Records of Orange County, Florida; Together with an un-platted portion of Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the Northwest corner of said Section 31; thence North 89° 50' 52" East along the North line of said Section 31 a distance of 1759.72 feet; thence leaving said North line, run South 00° 09' 08" East, 277.78 feet to the Point of Beginning, being a point on the Southerly right of way line of State Road 528 (Bee Line Expressway) as shown on an Orlando - Orange County Expressway Authority Right of Way Map, Section 1.1 - 1.2, 75002 - 3501; thence South 89° 33' 17" East along said Southerly right of way line 3191.50 feet; thence South 77° 36' 38" East along said Southerly right of way line 379.91 feet to a point on the East line of said Section 31; thence leaving said Southerly right of way line, run South 00° 09' 42" West along said East line 2180.32 feet to a point on the Northerly right of way line of Aerospace Parkway as shown on said plat of International Corporate Park, Phase One - Unit I; thence the following courses and distances along said Northerly right of way line, also being a point on a non-tangent curve concave Southerly, having a radius of 1347.24 feet, a central angle of 36° 56' 23" and a chord of 853.63 feet that bears North 86° 30' 03" West; thence leaving said East line, run along the arc of said curve a distance of 868.59 feet to the point of compound curvature of a curve to the left, having a radius of 1070.69 feet and a central angle of 2° 10' 46"; thence along the arc of said curve a distance of 40.73 feet to the point of reverse curvature of a curve to the right, having a radius of 50.00 feet and a central angle of 84° 25' 07"; thence along the arc of said curve a distance of 73.67 feet to the point of tangency; thence North 22° 43' 54" West, 22.15 feet; thence South 67° 16' 06" West, 118.00 feet; thence South 22° 43' 54" East, 22.15 feet to the point of curvature of a curve to the right, having a radius of 50.00 feet and a central angle of 84° 25' 07"; thence along the arc of said curve a distance of 73.67 feet to the point of reverse curvature of a curve to the left, having a radius of 1070.69 feet and a central angle of 6° 14' 50"; thence along the arc of said curve a distance of 116.74 feet to the point of reverse curvature of a curve to the right, having a radius of 3000.00 feet and a central angle of 6° 16' 38"; thence along the arc of said curve a distance of 328.67 feet to the point of compound curvature of a curve to the right, having a radius of 3771.72 feet and a central angle of 10° 25' 58"; thence along the arc of said curve a distance of 686.78 feet to the point of tangency; thence South 72° 08' 58" West, 153.55 feet to the point of curvature of a curve to the right, having a radius of 759.00 feet and a central angle of 9° 59' 11"; thence along the arc of said curve a distance of 132.29 feet to the point of tangency; thence South 82° 08' 09" West, 125.46 feet to the point of curvature of a curve to the left, having a radius of 841.00 feet and a central angle of 19° 58' 23"; thence along the arc of said curve a distance of 293.17 feet to the point of tangency; thence South 62° 09' 46" West, 125.47 feet to the point of curvature of a curve to the right, having a radius of 759.00 feet and a central angle of 9° 59' 11"; thence along the arc of said curve a distance of 132.29 feet to the point of tangency; thence South 72° 08' 58" West, 263.87 feet to the point of curvature of a curve to the right, having a radius of 3771.72 feet and a central angle of 13° 02' 44"; thence along the arc of said curve a distance of 858.77 feet to a point on the East boundary line of International Corporate Park Parcel 10, as recorded in Plat Book 67, Pages 56 through 58, of the Public Records of Orange County, Florida; thence leaving said curve and Northerly right of way line, run the following courses and distances along said East boundary line, North 21° 32' 39" East, 1243.02 feet; thence North 02° 04' 41" East, 1563.62 feet; thence North 50° 48' 16" East, 212.12 feet; thence North 29° 05' 08" West, 267.49 feet; thence North 01° 45' 25" West, 282.79 feet to the Point of Beginning.

LESS AND EXCEPT A, B, AND C AS SET FORTH BELOW:

A) LOT 17B (Official Records Book 8863, Page 3058) A parcel of land located in Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Begin at the Southeast corner of Tract B, per the plat of International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida, said point also being a point on the Northerly right of way line of Aerospace Parkway per said plat; thence North 29° 27' 50" West along the Easterly line of said Tract B a distance of 71.13 feet; thence leaving said Easterly line, run North 46° 52' 12" East, 94.06 feet; thence North 03° 15' 47" West, 95.34 feet; thence North 29° 18' 31" West, 96.26 feet; thence North 03° 27' 06" East, 14.24 feet; thence North 60° 09' 14" East, 387.28 feet; thence South 29° 44' 05" East, 35.23 feet; thence South 82° 38' 26" East, 93.95 feet; thence North 85° 31' 12" East, 60.47 feet; thence South 89° 21' 05" East, 271.59 feet; thence North 76° 59' 12" East, 36.24 feet; thence South 40° 50' 55" East, 30.90 feet; thence South 62° 10' 43" East, 48.20 feet; thence South 68° 26' 08" East, 43.11 feet; thence South 48° 44' 34" East, 62.59 feet; thence South 60° 51' 00" East, 59.07 feet to a point on said Northerly right of way line of Aerospace Parkway; thence the following courses and distances along said Northerly right of way line of Aerospace Parkway, said point also being a point on a non-tangent curve concave Southeasterly, having a radius of 841.00 feet, a central angle of 19° 58' 23" and a chord of 291.69 feet that bears South 72° 08' 58" West; thence along the arc of said curve a distance of 293.17 feet to the point of tangency; thence South 62° 09' 46" West, 125.47 feet to the point of curvature of a curve to the right, having a radius of 759.00 feet and a central angle of 9° 59' 11"; thence along the arc of said curve a distance of 132.29 feet to the point of tangency; thence South 72° 08' 58" West, 263.87 feet to the point of curvature of a curve to the right, having a radius of 3771.72 feet and a central angle of 3° 43' 34"; thence along the arc of said curve a distance of 245.29 feet to the Point of Beginning.

B) Tract C, International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida.

C) Central Florida Expressway Authority Parcel 2 as described in Official Records Book 11029, Page 6496 of the Public Records of Orange County, Florida.

CENTER PARCEL:

A parcel of land located in the Southwest quarter of Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the Southwest corner of said Section 31; thence North 89° 57' 33" East along the South line of the Southwest 1/4 of said Section 31, a distance of 400.00 feet to the Point of Beginning, said point being on the East right of way line of a 400.00' Orlando Utilities Commission railroad right of way, as recorded in Official Records Book 3435, Page 2304 of the Public Records of Orange County, Florida; thence North 00° 04' 18" West, along said East right of way 1827.01 feet to the Southerly right of way line of Aerospace Parkway, per the plat of International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida; thence leaving said East right of way line, run the following courses and distances along said Southerly right of way line, North 89° 57' 30" East, 501.51 feet to the point of curvature of a curve to the left, having a radius of 3867.72 feet and a central angle of 17° 48' 33"; thence along the arc of said curve a distance of 1202.20 feet to the point of tangency; thence North 72° 08' 58" East, 149.25 feet to the Westerly boundary line of Lot 1, per said International Corporate Park Phase One - Unit I; thence leaving said Southerly right of

way line, run the following courses and distances along said Westerly boundary line, South 23° 53' 08" West, 1160.22 feet; thence South 00° 08' 58" East, 997.50 feet to said South line of the Southwest 1/4 of Section 31; thence leaving said Westerly boundary line, run South 89° 57' 33" West along said South line, 1356.91 feet to the Point of Beginning.

LESS AND EXCEPT:

LOT 11 (Official Records Book 8863, Page 3384)

A parcel of land located in Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Begin at the intersection of the Southerly right of way line of Aerospace Parkway according to the Plat of International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida and the East right of way line of a 400.00 foot wide Orlando Utilities Commission railroad right of way per Official Records Book 3435, Page 2304 of the Public Records of Orange County, Florida; thence run North 89° 57' 30" East, along said Southerly right of way line 501.63 feet to the point of curvature of a curve to the left, having a radius of 3867.72 feet and a central angle of 0° 29' 04"; thence along the arc of said curve and Southerly right of way line a distance of 32.70 feet; thence leaving said curve and Southerly right of way line, run the following courses and distances along the wetland line as flagged by Glatting Jackson Kercher Anglin Lopez Rinehart, Inc. and field location by Vanasse Hangen Brustlin, Inc., South 31° 02' 45" West, 41.15 feet; thence South 45° 31' 39" West, 38.41 feet; thence South 24° 39' 04" West, 26.59 feet; thence South 85° 33' 10" West, 60.83 feet; thence South 20° 19' 12" West, 38.84 feet; thence South 82° 00' 51" West, 41.68 feet; thence South 20° 38' 33" East, 49.51 feet; thence South 20° 29' 01" East, 34.88 feet; thence South 32° 23' 04" East, 36.10 feet; thence South 64° 36' 19" West, 55.63 feet; thence North 77° 20' 10" West, 37.93 feet; thence South 48° 51' 17" West, 69.83 feet; thence South 46° 54' 16" West, 37.00 feet; thence North 45° 21' 47" West, 65.33 feet; thence South 48° 06' 38" West, 20.87 feet; thence North 84° 09' 20" West, 22.19 feet; thence South 64° 15' 23" West, 26.32 feet; thence North 08° 00' 36" East, 41.67 feet; thence South 34° 05' 24" East, 21.88 feet; thence North 71° 04' 51" East, 25.11 feet; thence North 00° 40' 18" East, 34.32 feet; thence North 87° 06' 41" West, 31.97 feet; thence South 55° 25' 44" West, 28.10 feet; thence South 66° 42' 19" West, 47.39 feet; thence South 74° 06' 57" West, 79.87 feet to a point on the aforesaid East right of way line of a 400.00 foot wide Orlando Utilities Commission railroad right of way; thence leaving said Wetland line, run North 00° 03' 46" West, along said East right of way line 295.53 feet to the Point of Beginning.

SOUTHEAST PARCEL:

A parcel of land located in Section 6, Township 24 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Begin at the Northeast corner of said Section 6; thence South 00° 32' 57" East along the East line of said Section 6, a distance of 2654.81 feet to the East 1/4 corner of said Section 6; thence continue along said East line, South 00° 35' 47" East, 1311.44 feet to the centerline of Wewahootee Road; thence leaving said East line, run South 89° 39' 56" West, along said centerline of Wewahootee Road, 3324.79 feet to the East Boundary line of Correct Craft, Inc. as recorded in the Special Warranty Deed, Official Records Book 6091, Page 2523 of the Public Records of Orange County, Florida, and the East line of LOT 1, CORRECT CRAFT, as recorded in Plat Book 68, Pages 61 through 63, of said Public Records; thence leaving said centerline of Wewahootee Road, run North 00° 02' 17" East along said East boundary line and East line of said LOT 1, 3975.92 feet to the North line of said Section 6, thence leaving said East

Boundary line, run North 89° 57' 33" East along said North line 636.81 feet to the North 1/4 corner of said Section 6; thence continue along the North line of said Section 6, North 89° 48' 12" East, 2646.20 feet to the Point of Beginning.

SOUTHWEST PARCEL:

Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Tract F, Tract G, Tract H, Tract I, and Tract J, International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41, of the Public Records of Orange County, Florida, together with additional land located in Section 1, Township 24 South, Range 31 East and Section 36, Township 23 South, Range 31 East Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the Northeast corner of said Section 36, said point also being on the West right of way line of a 400.00 feet Orlando Utilities Commission Railroad right of way, as recorded in the Official Records Book 3435, Page 2304, of the Public Records of Orange County, Florida; thence the following courses and distances along said West right of way line and the East line of said Section 36, run South 00° 07' 13" East, 533.10 feet to the Point of Beginning; also being a point on the Southerly right of way line of State Road 528 (Bee Line Expressway) as shown on an Orlando - Orange County Expressway Authority Right of Way Map, Section 1.1 - 1.2, 75002 - 3501; thence continue along said West right of way line and East line, South 00° 07' 13" East, 2123.46 feet to the East 1/4 corner of said Section 36; thence continue along said West right of way line and East line, South 00° 04' 18" East, 2922.70 feet to the Southeast corner of said Section 36; thence leaving said East line of Section 36 and the West right of way line, run the following courses and distances along the East line of said Section 1 and the West right of way line of a 300.00 feet Orlando Utilities Commission Railroad right of way, as recorded in the Official Records Book 3590, Page 355, of the Public Records of Orange County, Florida, South 00° 02' 07" West, 343.69 feet to the point of curvature of a curve to the right, having a radius of 1990.00 feet and a central angle of 41° 06' 13"; thence leaving said East line of Section 1, run along the arc of said curve and West right of way line a distance of 1427.61 feet to the point of tangency; thence South 41° 13' 36" West, 3123.90 feet to the centerline of Wewahootee Road, as recorded in the Official Records Book 5761, Pages 3567-3602, of the Public Records of Orange County, Florida; thence leaving said West right of way line, run the following courses and distances along said centerline, South 89° 39' 56" West, 21.10 feet to the point of curvature of a curve to the left, having a radius of 400.00 feet and a central angle of 44° 01' 33"; thence along the arc of said curve a distance of 307.36 feet to the point of tangency; thence South 45° 38' 23" West, 1557.46 feet to the point of curvature of a curve to the right, having a radius of 400.00 feet, a central angle of 38° 11' 16"; thence along the arc of said curve a distance of 266.60 feet to a point on the South line of said Section 1; thence leaving said centerline of Wewahootee Road, run North 89° 50' 55" West along said South line 1199.62 feet to the Southwest corner of said Section 1; thence leaving said South line, run North 01° 53' 15" West along the West line of said Section 1 a distance of 2660.90 feet to the West 1/4 corner of said Section 1; thence continue along said West line, North 00° 46' 04" East, 2646.14 feet to the Northwest corner of said Section 1; thence North 88° 06' 44" West along the South line of said Section 36 a distance of 10.78 feet to the Southwest corner of said Section 36; thence North 00° 09' 05" East along the West line of said Section 36 a distance of 2923.13 feet to the West 1/4 corner of said Section 36; thence continue along said West line, North 00° 10' 56" East, 2412.09 feet to said Southerly right of way line of State Road 528 (Bee Line Expressway); thence leaving said West line of Section 36, run the following courses and distances along said Southerly right of way, North 89° 45' 47" East, 2879.03 feet; thence South 89° 33' 17" East, 1261.51 feet; thence South 77° 38' 56" East, 1328.23 feet to the Point of Beginning.

LESS AND EXCEPT A, B, C, D, E, AND F AS SET FORTH BELOW:

A) Limited Access Right of Way (Official Records Book 4282, Page 3520)

Commence at the Southeast corner of the Northeast 1/4 of Section 36, Township 23 South, Range 31 East, Orange County, Florida; thence N00°07'13"W along the East line of said Northeast 1/4, 1047.59 feet to the POINT OF BEGINNING, said point of beginning of a line of limited access and a point on a curve concave Northerly and having a radius of 482.42 feet; thence departing said East line on a chord bearing of N69°04'46"W run Northwesterly along the arc of said curve, through a central angle of 16°47'58", 141.45 feet; thence S79°13'57"W, 27.35 feet to the end of the line of limited access; thence continue S79°13'57"W, 50.29 feet to a point on the Southeasterly right-of-way line of I.C.P. Boulevard, also being a point on a curve concave Northerly and having a radius of 811.94 feet; thence on a chord bearing of N29°19'13"E run Northeasterly along the arc of said curve through a central angle of 14°08'57", 200.51 feet to the beginning of a line of limited access; thence S20°35'32"E, 77.64 to a point on a curve concave Northerly and having a radius of 382.42 feet; thence on a chord bearing of S67°23'14"E run Southeasterly along the arc of said curve, through a central angle of 13°24'54", 89.54 feet to a point on the aforesaid East line of the NE 1/4 of Section 36 and the end of the line of limited access; thence S00°07'13"E, along said East line, 103.17 feet to the POINT OF BEGINNING.

B) Pump Station (Official Records Book 5543, Page 2698)

A portion of the NE 1/4 of Section 36, Township 23 South, Range 31 East, Orange County, Florida, being a portion of the land described in a Special Warranty Deed recorded February 5, 1988 in Official Records Book 3955, Pages 3115 through 3131, of the Public Records of Orange County, Florida;

Being more particularly described as follows: BEGIN at the Southeast corner of Tract "J", INTERNATIONAL CORPORATE PARK, PHASE ONE-UNIT I, according to the plat thereof recorded in Plat Book 23, Pages 38 through 41, of the Public Records of Orange County, Florida, thence run S00°07'13"E along the East line of the Northeast quarter of said Section 36, (said East line also being the West line of a 400' wide Orlando Utilities Commission railroad right-of-way per Official Records Book 3435, Page 2304, Public Records of Orange County, Florida), for a distance of 105.12 feet; thence, leaving said East line of said Northeast quarter and said West O.U.C. (Orlando Utilities Commission) right-of-way line, run S89°52'47"W, (non-radial), a distance of 131.63 feet to a point on a curve concave Northwesterly having a radius of 811.94 feet, said point also being on the Easterly right-of-way line of I.C.P. Boulevard, as shown on aforesaid Plat Book 23, Pages 38 through 41; thence run Northeasterly along the arc of said curve and along said Easterly right-of-way line for a distance of 94.04 feet through a central angle of 06°38'11", said curve having a chord length of 93.99 feet bearing N22°43'15"E, to the Southwest corner of aforesaid Tract "J", of said Plat Book 23, Pages 38 through 41; thence, leaving aforesaid curve and aforesaid Easterly right-of-way line of I.C.P. Boulevard, run along the South boundary of said Tract "J" for the following four (4) courses: run S70°35'50"E (radial), 19.81 feet; thence N89°52'47"E, 56.48 feet; thence N00°07'13"W, 25.12 feet; thence run N89°52'47"E, 20.00 feet to the POINT OF BEGINNING.

C) Retention/Detention Pond Area (Official Records Book 4282, Page 3520)

Commence at the Southeast corner of the Northeast 1/4 of Section 36, Township 23 South, Range 31 East, Orange County, Florida; thence N00°07'13"W along the East line of said Northeast 1/4, 677.59 feet to the POINT OF BEGINNING; Continue N00°07'13"W, 370.00 feet to a point on the Southerly right-of-way line of the Bee Line Expressway (S.R. 528) access road and being a point on a curve concave Northerly and having a radius of 482.42 feet; thence departing said East line on a chord bearing of N69°04'46"W run Northwesterly along the arc of said curve, through a central angle of 16°47'58", 141.45 feet; thence S79°13'57"W, 27.35 feet to a line of limited access and a point on a curve concave Northwesterly having a radius of 846.94 feet; thence on a chord bearing of S41°15'40"W run Southwesterly along the arc of said curve through a central angle of 14°43'36", 217.69 feet to the end of

said line of limited access; thence S38°45'10"E, 323.44 feet; thence N89°52'47"E, 100.00 feet to the POINT OF BEGINNING.

D) That part of Aerospace Parkway and International Corporate Park Boulevard per said plat of International Corporate Park Phase One - Unit I, a public right of way lying in Section 36.

E) Tract J, International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida.

F) Central Florida Expressway Authority Parcel 1 as described in Official Records Book 11029, Page 6496 of the Public Records of Orange County, Florida.

TRACT 8 PARCEL:

TRACT 8, INTERNATIONAL CORPORATE PARK - PARCEL 10, as recorded in Plat Book 67, Pages 56 through 58, of the Public Records of Orange County, Florida.

TOGETHER WITH EASEMENT RIGHTS 1 THROUGH 13 FOR THE BENEFIT OF PARCEL B:

1. Reservations and Easements set forth in Warranty Deed recorded October 6, 1983 in Official Records Book 3427, Page 1809; and First Amendment recorded September 18, 1992 in Book 4462, Page 4935, Public Records of Orange County, Florida (Offsite);
2. Master Drainage System Easement recorded May 5, 1987 in Official Records Book 3884, Page 433, Public Records of Orange County, Florida;
3. Right of Way Agreement recorded June 24, 1987 in Official Records Book 3897, Page 4993; and as amended by First Amendment to Right of Way Agreement recorded August 20, 1991 in Official Records Book 4317, Page 4727, Public Records of Orange County, Florida;
4. Underground Utility and Drainage Easement recorded October 19, 1987 in Official Records Book 3929, Page 1912, Public Records of Orange County, Florida;
5. Underground Utility Easement recorded October 19, 1987 in Official Records Book 3929, Page 1923, Public Records of Orange County, Florida;
6. Easement recorded October 26, 1987 in Official Records Book 3931, Page 179, Public Records of Orange County, Florida (Offsite);
7. Department of Corrections Temporary Construction Easement recorded October 26, 1987 in Official Records Book 3931, Page 186, Public Records of Orange County, Florida (Offsite);
8. Right of Way Agreement recorded December 30, 1987 in Official Records Book 3946, Page 3172, Public Records of Orange County, Florida;
9. Temporary Construction Easement Agreement recorded December 30, 1987 in Official Records Book 3946, Page 3186, Public Records of Orange County, Florida;

10. Easement Agreement recorded May 28, 1999 in Official Records Book 5761, Page 3567, Public Records of Orange County, Florida;

11. Rights and easements set forth in Special Warranty Deed recorded September 20, 2000 in Official Records Book 6091, Page 2513, Public Records of Orange County, Florida;

12. Rights and easements set forth in Special Warranty Deed recorded September 20, 2000 in Official Records Book 6091, Page 2523, Public Records of Orange County, Florida; and

13. Easement Agreement recorded July 19, 2001 in Official Records Book 6305, Page 5872, Public Records of Orange County, Florida.

PARCEL C:

A TRACT OF LAND, BEING A PORTION OF LOT 1, INTERNATIONAL CORPORATE PARK PHASE ONE - UNIT I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGES 38 THROUGH 41, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°48'23" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1145.89 FEET; THENCE RUN NORTH 00°11'48" WEST, 639.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 21°11'40", AN ARC LENGTH OF 425.40 FEET, A CHORD LENGTH OF 422.98 FEET AND A CHORD BEARING OF NORTH 10°47'38" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 21°23'28" WEST, 24.06 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 68°36'32" WEST, 30.00 FEET; THENCE RUN SOUTH 29°50'29" WEST, 32.92 FEET; THENCE RUN SOUTH 89°50'29" WEST, 1015.88 FEET; THENCE RUN NORTH 01°52'18" EAST, 425.48 FEET; THENCE RUN NORTH 88°07'35" WEST, 232.71 FEET; THENCE RUN SOUTH 00°22'18" EAST, 64.23 FEET; THENCE RUN SOUTH 16°02'55" WEST, 153.31 FEET; THENCE RUN SOUTH 60°51'00" WEST, 93.12 FEET; THENCE RUN SOUTH 63°16'37" WEST, 107.36 FEET; THENCE RUN SOUTH 89°00'01" WEST, 143.24 FEET; THENCE RUN NORTH 66°41'16" WEST, 65.77 FEET; THENCE RUN SOUTH 85°59'18" WEST, 107.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 38.75 FEET, A CENTRAL ANGLE OF 60°29'27", AN ARC LENGTH OF 40.91 FEET, A CHORD LENGTH OF 39.04 FEET, AND A CHORD BEARING OF SOUTH 55°44'35" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 25°29'51" WEST, 137.40 FEET; THENCE RUN SOUTH 89°50'29" WEST, 399.17 FEET TO A POINT LYING ON THE WEST LINE OF SAID LOT 1; THENCE RUN NORTH 23°53'33" EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 1115.92 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SPACE TRIANGLE PARKWAY; THENCE RUN NORTH 72°08'58" EAST, ALONG THE NORTH LINE OF SAID LOT 1 AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1070.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 1, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG SAID CURVE, HAVING A RADIUS OF 3867.72 FEET, A CENTRAL ANGLE OF 04°23'50", AN ARC LENGTH OF 296.84 FEET, A CHORD LENGTH OF 296.77 FEET, AND A CHORD BEARING OF NORTH 69°57'03" EAST; THENCE, NON-RADIAL TO SAID CURVE, RUN SOUTH 21°23'28" EAST, 1508.24 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION CONVEYED TO ORANGE COUNTY IN WARRANTY DEED RECORDED MARCH 6, 2009 IN OFFICIAL RECORDS BOOK 9839, PAGE 626, PUBLIC RECORD OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH EASEMENT RIGHTS GRANTED IN:

1) MASTER STORMWATER DRAINAGE AGREEMENT RECORDED MAY 5, 1987 IN OFFICIAL RECORDS BOOK 3884, PAGE 440, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;

2) BORROW PIT EASEMENT RECORDED MAY 5, 1987 IN OFFICIAL RECORDS BOOK 3884, PAGE 442; AS AFFECTED BY SECTION 9 OF THAT CERTAIN DEVELOPMENT AGREEMENT RECORDED SEPTEMBER 14, 2006 IN OFFICIAL RECORDS BOOK 8860, PAGE 3134, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;

3) DECLARATION OF CROSS EASEMENTS AND RESTRICTIONS RECORDED SEPTEMBER 14, 2006 IN OFFICIAL RECORDS BOOK 8860, PAGE 3101, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AND

4) CROSS EASEMENT AGREEMENT RECORDED MARCH 19, 2008 IN OFFICIAL RECORDS BOOK 9632, PAGE 3846, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND:

That part of Section 1, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of said Section 1; thence N00°08'02"W along the East line of the Southeast 1/4 of said Section 1 for a distance of 1218.30 feet to the POINT OF BEGINNING; thence S89°32'00"W, 2246.81 feet to the Southeasterly right-of-way line of a 300 foot wide Orlando Utilities Commission Railroad right-of-way, as recorded in Official Records Book 3471, Page 617, of the Public Records of Orange County, Florida; thence N41°08'54"E along said Southeasterly right-of-way line 147.13 feet to the centerline of Wewahootee Road, as recorded in Official Records Book 5761, Page 3567, of said Public Records; thence N89°32'00"E along said centerline 2149.73 feet to the aforesaid East line of the Southeast 1/4; thence S00°08'02"E along said East line 110.00 feet to the POINT OF BEGINNING.

AND:

A parcel of land within the Southeast 1/4 of Section 1, Township 24 South, Range 31 East, Orange County, Florida, lying South of the centerline of Wewahootee Road, and lying Northwesternly of the Northwest right-of-way line of a 300 foot wide Orlando Utilities Commission Railroad right-of-way, as recorded in Official Records Book 3471, Page 617, of said Public Records, more particularly described as follows:

Commence at the South 1/4 corner of said Section 1; thence N00°16'08"W along the West line of the Southeast 1/4 of said Section 1 for a distance of 1056.39 feet to said Northwest right-of-way line of a 300 foot wide Orlando Utilities Commission Railroad right-of-way and the POINT OF BEGINNING; thence continue N00°16'08"W along said West line 204.81 feet to the centerline of said Wewahootee Road and a point on a non-tangent curve concave Southeasterly having a radius of 400.00 feet and a chord bearing of N74°23'53"E; thence Northeasterly along said centerline and the arc of said curve through a central angle of 30°43'36" for a distance of 214.51 feet to the point of tangency; thence N89°45'41"E along said centerline 25.70 feet to said Northwesternly right-of-way line; thence S41°08'54"W along said Northwesternly right-of-way line 347.84 feet to the POINT OF BEGINNING.

AND:

That part of the land described below lying Westerly of the following described line:

Commence at the Southwest corner of the Southeast 1/4 of Section 8, Township 24 South, Range 32 East; thence N89°46'01"E, along the South line of said Southeast 1/4 a distance of 175.57 feet to the POINT OF BEGINNING; thence departing said South line run N09°15'45"W, a distance of 6739.67 feet; thence N42°56'37"E, 1411.00 feet; thence N28°40'16"W, 1796.62 feet; thence N19°50'33"E, 1955.48 feet; thence N01°28'36"E, 1129.65 feet; thence N33°23'35"E, 923.57 feet; thence N79°28'20"E, 1623.18 feet; thence N29°46'06"E, 1397.71 feet; thence N48°04'07"E, 1962.60 feet to the South right-of-way line of the Martin Anderson Beachline Expressway (SR 528) as recorded in Official Records Book 1533, Page 371, of the Public Records of Orange County, Florida and the POINT OF TERMINATION.

That part of Sections 32, 33 and 34, Township 23 South, Range 32 East; all of Sections 5, 7 and 8, Township 24 South, Range 32 East; that part of Sections 4, 6, 9 and 18, Township 24 South, Range 32 East, all lying in Orange County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Section 5; thence run N00°34'58"W, along the West line of the Southwest 1/4 of said Section 5 for a distance of 1333.50 feet to the POINT OF BEGINNING; thence continue N00°34'58"W along said West line, 1311.44 feet to the West 1/4 corner of said Section 5; thence N00°33'01"W along the West line of the Northwest 1/4 of said Section 5 for a distance of 2655.00 feet to the Northwest corner of said Section 5; thence N00°00'52"W along the West line of the Southwest 1/4 of said Section 32 for a distance of 2928.81 feet to the West 1/4 corner of said Section 32; thence N00°09'33"E along the West line of the Northwest 1/4 of said Section 32 for a distance of 2199.52 feet to the South right-of-way line of the Martin Anderson Beachline Expressway (SR 528) as recorded in Official Records Book 1533, Page 371, of the Public Record of Orange County, Florida; thence run the following seven (7) courses along said South right-of-way line: S77°35'21"E, 948.51 feet; thence N00°28'04"E, 61.26 feet; thence N78°29'36"E, 1328.78 feet; thence S89°34'41"E, 8325.62 feet; thence N89°16'47"E, 1078.27 feet; thence S00°49'55"E, 299.60 feet; thence N89°22'29"E, 180.67 feet to the centerline of the Econlockhatchee River and Reference Point A; thence Southerly along said centerline 18,672 feet more or less to a point which bears S15°55'50"W, 16,115.43 feet from said Reference Point A, said point being on the South line of the Southwest 1/4 of said Section 9; thence S89°53'19"W along said South line 2068.95 feet to the Southwest corner of said Section 9; thence S89°46'01"W along the South line of the Southeast 1/4 of said Section 8 for a distance of 2643.34 feet to the South 1/4 corner of said Section 8; thence S89°45'58"W along the South line of the Southwest 1/4 of said Section 8 for a distance of, 2657.52 feet to the Northeast corner of said Section 18; thence S00°04'46"W along the East line of the Northeast 1/4 of said Section 18 for a distance of 2373.19 feet to the centerline of the Disston Canal; thence run the following five (5) courses along said centerline: thence S24°55'59"W, 1234.87 feet to the point of curvature of a curve concave Northwesterly having a radius of 140.00 feet and a chord bearing of S51°12'01"W; thence Southwesterly along the arc of said curve through a central angle of 52°32'03" for a distance of 128.37 feet to the point of tangency; thence S77°28'02"W, 3885.21 feet; thence S77°56'38"W, 914.16 feet; thence S58°14'24"W, 16.45 feet to the West line of the Southwest 1/4 of said Section 18; thence N00°00'08"W along said West line, 1938.09 feet to the West 1/4 corner of said Section 18; thence N00°07'29"W along the West line of the Northwest 1/4 of said Section 18 for a distance of, 498.15 feet to the Southwest corner of lands described in Official Records Book 4268, Page 1042, of said Public Records (City of Cocoa, Florida - Well Site Number 21); thence run the following three (3) courses along the South, East and North lines of said lands: N89°52'31"E, 450.00 feet; thence N00°07'29"W, 450.00 feet; thence S89°52'31"W, 450.00 feet to the West line of the Northwest 1/4 of said Section 18; thence N00°07'29"W along said West line, 1300.01 feet to the Southwest corner of said lands described in Official Records Book 4268, Page 1042, of said Public Records (City of Cocoa, Florida - Well Site Number 20); thence run the following three (3) courses along the South, East and North lines

of said lands: N89°52'32"E, 450.00 feet; thence N00°07'28"W, 450.00 feet; thence S89°49'58"W, 449.95 feet to the West line of the Southwest 1/4 of said Section 7; thence N00°03'11"W, along said West line 2612.89 feet to the West 1/4 corner of said Section 7; thence N00°05'32"W along the West line of the Northwest 1/4 of said Section 7 for a distance of, 2655.69 feet to the Northwest corner of said Section 7; thence N00°08'02"W along the West line of the Southwest 1/4 of said Section 6 for a distance of 1328.30 feet to the centerline of the Wewahootee Grade; thence N89°32'00"E along said centerline, 721.40 feet; thence N89°44'57"E along said centerline, 1299.99 feet; thence N89°39'59"E, along said centerline 3324.43 feet to the POINT OF BEGINNING;

Less and Except the Central Florida Expressway Authority right-of-way Parcel A and Parcel B, as described in Official Records Book 11029, Page 6485, of the Public Records of Orange County, Florida.

Less and Except the following five City of Cocoa, Florida - Well Sites as described in Official Records Book 1012, Page 220, of the Public Records of Orange County, Florida:

Well Site "K"

Commencing at the Southwest corner of Section 5, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of said Section 5, a distance of 1337.28 feet (N00°34'58"W, 1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Easterly along the said centerline a distance of 3832 feet (N89°34'02"E, 1449.20 feet and N89°36'27"E, 2382.74 feet measured) to the POINT OF BEGINNING; thence continuing along said centerline a distance of 208.71 feet (N89°36'27"E, 208.71 feet measured); thence Southerly at a right angle to said centerline a distance of 308.71 feet (S00°23'33"E, 308.71 feet measured); thence Westerly parallel to said centerline a distance of 208.71 feet (S89°36'27"W, 208.71 feet measured); thence Northerly at a right angle to said centerline a distance of 308.71 feet (N00°23'33"W, 308.71 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "L"

Commencing at the Southwest corner of Section 5, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of Section 5, a distance of 1337.28 feet (N00°34'58"W, 1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Easterly along the said centerline a distance of 1450 feet (N89°34'02"E, 1449.20 feet measured) to the POINT OF BEGINNING; thence continuing along said centerline a distance of 208.71 feet (N89°36'27"E, 208.71 feet measured); thence Southerly at a right angle to said centerline a distance of 308.71 feet (S00°23'33"E, 308.71 feet measured); thence Westerly parallel to said centerline a distance of 208.71 feet (S89°36'27"W, 208.71 feet measured); thence Northerly at a right angle to said centerline a distance of 308.71 feet (N00°23'33"W, 308.71 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "M"

Commencing at the Southeast corner of Section 6, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the East line of Section 6, 1337.28 feet (N00°34'58"W, 1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Westerly along the said centerline a distance of 1180 feet (S89°39'59"W, 1179.67 feet measured) to the POINT OF BEGINNING; thence Southerly at a right angle to the Wewahootee Grade centerline a distance of 247.56 feet (S00°21'33"E, 244.31 feet measured); thence Westerly parallel to the said centerline a distance of 147.56 feet (S89°38'27"W, 147.56 feet measured); thence Northerly and at a right angle to said centerline a distance of 247.56 feet (N00°21'33"W, 244.37 feet measured) to the centerline of said grade; thence Easterly along the said centerline a distance of 147.56 feet (N89°39'59"E, 147.56 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "N"

Commencing at the Southeast corner of Section 6, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the East line of Section 6 a distance of 1337.28 feet (N00°34'58"W,

1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Westerly along the said centerline a distance of 3180 feet (S89°39'59"W, 3179.05 feet measured) to the POINT OF BEGINNING; thence Southerly at a right angle to the Wewahootee Grade centerline a distance of 247.56 feet (S00°21'33"E, 245.19 feet measured); thence Westerly parallel to the said centerline a distance of 147.56 feet (S89°38'27"W, 147.56 feet measured); thence Northerly and at a right angle to said centerline a distance of 247.56 feet (N00°21'33"W, 245.26 feet measured) to the centerline of said Grade; thence Easterly along the said centerline a distance of 147.56 feet (N89°44'57"E, 2.19 feet measured and N89°39'59"E, 145.37 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "O"

Commencing at the Southwest corner of Section 6, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of Section 6 a distance of 1326.04 feet (N00°08'02"W, 1328.30 feet measured) to an intersection with the centerline of Wewahootee Grade and the POINT OF BEGINNING; thence Easterly along said centerline a distance of 147.56 feet (N89°32'00"E, 147.56 feet measured); thence Southerly parallel to the West line of said Section 6, a distance of 247.56 feet (S00°08'02"E, 246.64 feet measured); thence Westerly parallel to the centerline of Wewahootee Grade a distance of 147.56 feet (S89°38'27"W, 147.56 feet measured) to the West line of said Section 6; thence Northerly along said West line a distance of 247.56 feet (N00°08'02"W, 246.36 feet measured) to the POINT OF BEGINNING.

Less and Except the following City of Cocoa, Florida - Well Site described in Order of Taking recorded in Official Records Book 4268, Page 1042, of the Public Records of Orange County, Florida:

Well Site #22:

Commence at the Northwest corner of Section 18, Township 24 South, Range 32 East, Orange County, Florida, and run S00°31'23"W, along the West line of said Section 18, a distance of 2160.40 feet (S00°07'29"E, 2160.40 feet measured); thence run S89°28'37"E a distance of 1135.60 feet (N89°52'31"E, 1136.01 feet measured); thence run S29°49'23"E a distance of 967.57 feet (S30°28'15"E, 967.23 feet measured) to the POINT OF BEGINNING; thence run S00°37'10"W a distance of 331.58 feet (S00°01'42"E, 331.58 feet measured); thence run S89°22'50"E a distance of 450.00 feet (N89°58'18"E, 450.00 feet measured); thence run N00°37'10"E a distance of 450.00 feet (N00°01'42"W, 450.00 feet measured); thence run N89°22'50"W a distance of 450.00 feet (S89°58'18"W, 450.00 feet measured); thence run S00°37'10"W a distance of 118.42 feet (S00°01'42"E, 118.42 feet measured) to the POINT OF BEGINNING.

Containing 4698.369 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

Exhibit "C" Environmental Land Stewardship Area Determination







4836-2306-0783.1249148/0006