TOHOPEKALIGA WATER AUTHORITY
WATER, WASTEWATER, AND RECLAIMED WATER
SYSTEM DEVELOPER'S SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 17th day of November, 2006, by and between the Deerfield Land Corporation (hereafter "DEVELOPER"), and TOHOPEKALIGA WATER AUTHORITY ("TWA"), an independent "Special District" created pursuant to Chapter 189, Laws of Florida.

RECITALS

1. The DEVELOPER has or is about to develop property by erecting Commercial improvements consisting of 60,000 sq. ft. on property described in Exhibit "A" attached to and incorporated in this Agreement (the "Property").

2. The DEVELOPER is desirous of prompting the construction and/or maintenance of central water, wastewater, and reclaimed water facilities so to receive adequate service.

3. TWA is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water, wastewater, and reclaimed water service through central water, wastewater, and reclaimed water facilities, and to accept and operate a water distribution and wastewater collection system, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water, wastewater, and reclaimed water service from TWA.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the DEVELOPER and TWA hereby covenant and agree as follows:

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

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service" - the readiness and ability on the part of TWA to furnish water and/or wastewater service to each lot on the Property.
(2) "Point of Delivery or Distribution" - the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) "Contribution-in-aid-of-Construction" - The sum of money, and/or property, represented by the value of the water distribution, wastewater collection, and reclaimed water distribution system constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay to TWA, as a contribution-in-aid-of-construction, to induce TWA to continuously provide water, wastewater, and reclaimed water service to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. DEVELOPER hereby grants and gives TWA the exclusive right or privilege to construct, own, maintain, and operate the water, wastewater, and reclaimed water facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places on the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual; that in the event TWA is required or desires to install any additional water, wastewater, and reclaimed water facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to TWA, without cost or expense to TWA, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by TWA shall be made in such a manner as not to interfere with the then primary use of such "private property." TWA covenants that it will use due diligence in ascertaining all easement locations; however, should TWA install any of its facilities outside a dedicated easement area, DEVELOPER, the successors and assigns of DEVELOPER, covenant and agree that TWA will not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. TWA hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water, wastewater, and reclaimed water industry with respect to the installation of all its water, wastewater, and reclaimed water facilities in any of the easement areas; and the DEVELOPER in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or non-exclusive rights, privileges and easement to other entities to provide to the Property any utility services other than water, wastewater, and reclaimed water service.

SECTION 4. PROVISION OF SERVICE; PAYMENT OF RATES.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, TWA covenants and agrees that it will allow the connection of the water distribution and wastewater collection facilities installed by DEVELOPER to the central water, wastewater, and reclaimed water facilities of TWA in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of TWA and the Department of Health and
Rehabilitative Services and the Florida Department of Environmental Protection. TWA agrees that once it provides water, wastewater, and reclaimed water service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, TWA will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water, wastewater, and reclaimed water service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water, wastewater, and reclaimed water system of TWA. The DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to TWA and otherwise fully comply with TWA's rules, regulations, and ordinances applicable to the provision of water, wastewater, and reclaimed water service.

4.2. The DEVELOPER, its successors and assigns agrees to pay to TWA for monthly service within thirty (30) days after statement is rendered by TWA all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, TWA may, in its sole discretion, terminate service.

4.3. The DEVELOPER, its successors and assigns shall pay as a condition precedent impact fees and connection fees in accordance with TWA's current rules, regulations, policies and ordinances.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce TWA to provide water, wastewater, and reclaimed water service, and to continuously provide customers located on the Property with water, wastewater, and reclaimed water services, DEVELOPER hereby covenants and agrees to pay for the construction and to transfer ownership and control to TWA as a contribution-in-aid-of-construction, the on-site and/or off-site water distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with TWA rules, regulations, policies, resolutions, ordinances and utility standards.

5.2. DEVELOPER shall pay TWA to review engineering plans and specifications of the type and in the form as prescribed by TWA, showing the on-site and/or off-site water distribution and wastewater collection facilities proposed to be installed to provide service to the subject Property. TWA will advise DEVELOPER's engineer of any sizing requirements as mandated by TWA's system extension requirements, master planning, and utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to a master plan for the development of the Property and such master plan shall be submitted to TWA concurrent with or prior to submission of plans for the first phase. All such plans and specifications shall be submitted to TWA and no construction shall commence until TWA has approved such plans and specifications in writing. After approval, DEVELOPER shall cause to be
constructed, at DEVELOPER's expense, the water distribution and wastewater collection facilities as shown on all plans and specifications.

5.3. During the construction of the on-site and/or off-site water distribution and wastewater collection facilities by DEVELOPER, TWA shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to TWA upon completion of construction.

5.4. By these presents, upon completion and approval by TWA, the DEVELOPER shall transfer to TWA, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by TWA of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by TWA, DEVELOPER shall convey to TWA, by bill of sale, or other appropriate documents, in form satisfactory to TWA's counsel, the complete on-site and/or off-site water distribution and wastewater collection facilities as constructed by DEVELOPER and approved by TWA. DEVELOPER shall further cause to be conveyed to TWA, all easements and/or rights-of-way covering areas in which on-site and/or off-site water distribution and wastewater collection facilities are installed by recordable document in form satisfactory to TWA's counsel. All conveyance of easements and/or rights-of-way shall be accompanied by a title policy or other evidence of title, satisfactory to TWA, establishing DEVELOPER's rights to convey such continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement to the exclusion of any other person in interest. The use of easements granted by DEVELOPER shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not interfere with use by TWA. TWA agrees that the acceptance of the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by TWA for the continuous operation and maintenance of such system from that date forward.

5.5. All installations by DEVELOPER or its contractor shall be warranted for at least one (1) year from the date of acceptance by TWA. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.6. Payment of the contributions-in-aid-of-construction does not and will not result in TWA waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. TWA shall not be obligated for any reason whatsoever nor shall TWA pay any
interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the contributions or to any of the water, wastewater, and reclaimed water facilities and properties of TWA, and all prohibitions applicable to DEVELOPER with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water or wastewater services shall not be entitled to offset any bill or bills rendered by TWA for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim or claims of TWA.

SECTION 6. EVIDENCE OF TITLE. At least thirty (30) days prior to TWA's acceptance of the water distribution and wastewater collection facilities, at the expense of the DEVELOPER, DEVELOPER agrees to either deliver to TWA an Abstract of Title, brought up to date, which abstract shall be retained by TWA, and remain the property of TWA, or to furnish TWA an opinion of title from a qualified attorney at law or a qualified title insurance company with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, and covenants. The provisions of this section are for the exclusive rights of service contained in this Agreement. Any mortgage or lien holder having an interest in the Property shall be required to join in the grant of exclusive service rights set forth in this Agreement. Title standards shall be the same as those applicable to real estate generally adopted by the Florida Bar and in accordance with Florida law.

SECTION 7. OWNERSHIP OF FACILITIES. DEVELOPER agrees with TWA that the on-site and/or off-site water distribution and wastewater collection facilities conveyed to TWA for use in connection with providing water, wastewater, and reclaimed water services to the Property, shall at all times remain in the complete and exclusive ownership of TWA, and any entity owning any part of the Property or any residence or building constructed of located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water, wastewater, and reclaimed water services to other persons or entities located within or beyond the limits of the Property.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, TWA may establish, revise, modify and enforce rules, regulations and rates covering the provision of water, wastewater, and reclaimed water service to the Property. Such rules, regulations and rates are subject to the approval of TWA Board of Supervisors. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service; provided, however, that rates to a developer or customers located within TWA’s consolidated suburban system service area located outside the boundaries of TWA shall be subject to a [twenty-five percent (25%)] surcharge on rates, fees, and charges as provided in TWA rate resolutions and ordinances and authorized pursuant to Section 180.191, Florida Statutes. All rules, regulations and rates in
effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER; and upon any customer of the water, wastewater, and reclaimed water service provided to the Property by TWA.

SECTION 9. PERMISSION TO CONNECT REQUIRED. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to any customer installation to the water, wastewater, and reclaimed water facilities of TWA until approval for such connection has been granted by TWA.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, TWA and their respective assigns and successors by merger, consolidation or conveyance. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without the written consent of TWA first having been obtained. TWA agrees not to unreasonably withhold such consent.

SECTION 11. NOTICES; PROPER FORM. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

TWA:  
Executive Director  
Tohopekaliga Water Authority  
101 N. Church Street, 2nd Floor  
Kissimmee, Florida 34741

DEVELOPER:  
Thomas M. Roehlk  
Vice President & Secretary  
Deerfield Land Corporation  
14901 South Orange Blossom Trail  
Orlando, FL 32837

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and TWA shall survive the completion of the work of DEVELOPER with respect to completing the water, wastewater, and reclaimed water facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and TWA, made with respect to the matters herein contained, and when duly executed, constitute the agreement between DEVELOPER and TWA. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the
Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of TWA and it shall be and become effective immediately upon execution by both parties hereto. In the event that TWA or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then TWA or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney’s fees.

SECTION 14. DISCLAIMERS; LIMITATIONS ON LIABILITY.

14.1. STATUS. The parties deem each other to be independent contractors, and not agents of the other.

14.2. INDEMNIFICATION. Developer will indemnify, save and hold harmless TWA against all liability, losses, damage or other expenses, including reasonable attorney’s fees which may be imposed upon, incurred by or asserted against TWA by reason of any negligence on the part of the developer or its employees, agents, contractors, licensees or invitees; any personal injury or property damage occurring on or about the property or any part thereof; or any failure on the part of the developer to perform or comply with any covenant required to be performed or complied with against TWA by reason of any such occurrences, developer will, at developer’s expense, resist or defend any such action or proceeding. Provided further, however, developer shall have no obligation with respect to claims arising out of the intentional or negligent conduct of TWA or its employees, agents, contractors, licensees or invitees or of third parties not included in the definitions above. The liability and immunity of TWA is governed by the provisions of Section 768.28, Florida Statutes (1995), and nothing in this agreement is intended to extend the liability of TWA or to waive any immunity enjoyed by TWA under that statute. Any provisions of this agreement determined to be contrary to Section 768.28 or to create any liability or waive any immunity except as specifically provided in Section 768.28 shall be considered void.

14.3. FORCE MAJEURE. TWA shall not be liable or responsible to the developer by reason of the failure or inability of TWA to take any action it is required to take or to comply with the requirements imposed hereby or (or any injury to the developer or by those claiming by or through the developer, which failure, inability or injury is caused directly or indirectly by force majeure as hereinafter set forth). The term “force majeure” as employed herein shall mean acts of god, strikes, lock-outs, or other industrial disturbance; acts of public enemies, war, blockades, riots, acts of armed forces, militia, or public authority, epidemics; breakdown of or damage to machinery, pumps, or pipe lines; landslides, earthquakes, fires, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints of any nature whether federal, state, city, municipal or otherwise, civil or military; civil disturbances; explosions, failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether federal, state, city, municipal or otherwise, civil or military; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole
control of TWA and which by exercise of due diligence TWA is unable to overcome.

14.4. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this agreement or an authorized successor or assignee thereof.

14.5. DISCLAIMER OF SECURITY. Notwithstanding any other provision of this agreement, the developer expressly acknowledges (1) that it has no pledge of or lien upon any real property (including, specifically, TWA's system), any personal property, or any existing or future revenue source of TWA (including, specifically, any revenues or rates, fees, or charges collected by TWA in connection with TWA's system) as security for any amounts of money payable by TWA under this agreement; and (2) that its rights to any payments or credits under this agreement are subordinate to the rights of all holders of any stocks, bonds, or notes of TWA, whether currently outstanding or hereafter issued.

14.6. AGREEMENT NOT A COMMITMENT FOR SCHEDULE. There shall be no liability whatsoever on the part of TWA for failure to supply water, wastewater, and reclaimed water service to developer according to developer's needs or schedules. This agreement constitutes a promise of good faith and not a timetable for delivery of utility services.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water, wastewater, and reclaimed water service to the Property during the period of time TWA, its successors and assigns, provide water service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement TWA shall have the sole and exclusive right and privilege to provide water, wastewater, and reclaimed water service to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 16. RECORTRATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Osceola County, Florida at the expense of the DEVELOPER.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity 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 effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has
the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY. Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions", and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fee, or negotiated between the parties, by the DEVELOPER to TWA.

SECTION 20. ARMS-LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 21. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between DEVELOPER and TWA.

1. The DEVELOPER shall provide TWA architectural floor and plumbing plans of the interior spaces within the buildings proposed at Best Buy @ Osceola Corporate Center, hereinafter referred to as "Project", for impact fee and hazardous waste assessments prior to water and sewer service initiation.

2. If the Project will introduce grease, oil, sand and/or mud the proper pretreatment structure (i.e., grease trap/interceptor, oil interceptor, sand/mud trap) shall be provided by the DEVELOPER sized in accordance to TWA’s standards and specifications. If the pretreatment structure initially constructed proves to be of insufficient capacity as determined by TWA, it will be required for the DEVELOPER to increase the capacity of the pretreatment structure until an acceptable effective level of service is provided.

3. The DEVELOPER shall coordinate locations for all water, sewer and reuse services and mains with other utility companies (i.e., gas, power, telephone, cable) and the builder(s) to avoid conflicts or damage to the services and mains. The following conditions apply:
  
a. Transformer junction boxes shall not be allowed over water, sewer or reuse services or mains.
  b. During the development of any and all buildings the Developer shall be responsible for the repair or correction of any conflicts between water, sewer and reuse mains/services and other utilities at the Developer’s expense until all buildings are constructed.
  c. Tree plantings shall maintain a minimum of five feet horizontal separation from water, sewer and reuse mains and services. Tree plantings that do not meet this minimum distance shall be relocated at the DEVELOPER’s expense.

4. Water, sewer and reuse service will be initiated for the Project upon the acceptance by TWA of the water, sewer and reuse improvements proposed for the Osceola
Corporate Center Lot 3 Roads project and in accordance to the terms of this agreement.
IN WITNESS WHEREOF, DEVELOPER and TWA have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

TOHOPEGALIGA WATER AUTHORITY

By: Brian L. Wheeler, Executive Director

Attest: Annette W. Cooper, Engineering Secretary

FOR THE USE AND RELIANCE OF TOHOPEGALIGA WATER AUTHORITY ONLY.
APPROVED AS TO FORM.

Dated: November 17, 2006
in the Office of Bryant Miller, Attorney
Margaret A. Mckory
TWA Attorney

Signed, sealed and delivered in the presence of:

x: Yolanda M. Montalvo
By: Noreida Montalvo

By: Susan R. Courtes
x: Susan R. Courtes

DEVELOPER

By: Tho M. Roehlk, VP & Secretary
Deerfield Land Corporation

[CORPORATE SEAL]
IN WITNESS WHEREOF, DEVELOPER and TWA have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

TOHOPEKALIGA WATER AUTHORITY

By: Brian L. Wheeler, Executive Director

Attest: Annette W. Cooper, Engineering Secretary

FOR THE USE AND RELIANCE OF TOHOPEKALIGA WATER AUTHORITY ONLY.
APPROVED AS TO FORM.

Dated: November 17, 2004
On behalf of Bryant Miller Olive
Margaret A. McDonald, TWA Attorney

Signed, sealed and delivered in the presence of:

x: Nereida Montalvo
By: Nereida Montalvo

x: Susan R. Bernes
By: Susan R. Bernes

DEVELOPER

By: Thomas M. Roehlk, VP & Secretary
Deerfield Land Corporation

[CORPORATE SEAL]
EXHIBIT "A"
Property Description
and Location Map
LEGAL DESCRIPTION
BEST BUY – OSCEOLA CORPORATE CENTER

A Tract of land lying in Section 4, Township 25 South, Range 29 East, Osceola County, Florida and being a portion of Tract "A", Osceola Corporate Center, as per plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida; being more particularly described as follows:

Begin at the West 1/4 corner of Section 4, Township 25 South, Range 29 East, according to the Plat of Osceola Corporate Center as per the plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida and run North 00° 10' 26" East along the West line of the Northwest 1/4 of said Section 4, according to the Plat of Osceola Corporate Center as per the Plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida for a distance of 466.70 feet; thence departing said West line and run along the South right of way line of Osceola Parkway for the following courses: North 06° 51' 00" East, 877.61 feet; North 89° 36' 02" East, 250.06 feet; North 86° 51' 00" East, 163.43 feet; and South 46° 15' 13" East, 54.71 feet to the West right of way line of the John Young Parkway Extension known as Bermuda Avenue; thence run Southerly along said West right of way line for the following courses: South 00° 24' 10" West, 679.32 feet; South 06° 43' 20" East, 806.23 feet; South 00° 24' 10" West, 70.97 feet to the Point of Curvature of a curve concave Easterly and having a radius of 1900.00 feet; thence continue Southerly along the arc of said curve through a central angle of 04° 30' 18" for a distance of 149.39 feet; thence departing said right of way line and run North 89° 53' 36" West, 1350.96 feet; thence North 44° 53' 36" West, 25.00 feet; thence North 89° 57' 46" West, 55.00 feet to a point on the West line of the Southwest 1/4 of said Section 4, according to the Plat of Osceola Corporate Center as per the plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida; thence run North 00° 02' 15" West, along said West line for a distance of 1192.16 feet to the POINT OF BEGINNING.

Contains: 53.403 Acres, more or less.
FIGURE 1
LOCATION MAP
BEST BUY AT OSCEOLA CORPORATE CENTER
OSCEOLA COUNTY, FLORIDA