MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
AND
DEERFIELD LAND CORPORATION

This Memorandum of Agreement is by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "Department") and the DEERFIELD LAND CORPORATION, a Delaware Corporation (hereinafter the "Deerfield").

WITNESSETH:

WHEREAS, the Department is undertaking the development and implementation of the Central Florida Commuter Rail Transit System (hereinafter the "Commuter Rail System") running from the City of DeLand in Volusia County through Seminole County, Orange County to Poinciana in Osceola County; and

WHEREAS, the Department and Deerfield desire to work cooperatively to establish and to support a Commuter Rail Station located on real property owned by Deerfield to serve and to benefit the City of Kissimmee and Osceola County and the inhabitants and businesses therein; and

WHEREAS, the construction, maintenance and operation of the Commuter Rail Station, as depicted in the attached Proposed Site Plan (Exhibit "A" hereto), will require the conveyance of real estate interests from Deerfield to the Department to provide for adequate and necessary parking, necessary stormwater retention and treatment, and necessary access to and from the Commuter Rail Station; and

WHEREAS, Deerfield, as owner and developer of the Osceola Corporate Center, a DRI has entered into a Development Order with Osceola County, with said Development Order having been amended and restated several times and said Development Order includes and refers to Map "H" that reflects the current configuration of the Lots that are a part of the Osceola Corporate Center DRI; and

WHEREAS, the parties desire to set forth their intentions and commitments relative to the grant of the real property interests to provide assurance to the Department from Deerfield that it will convey said interests; and

WHEREAS, Deerfield, as owner and developer of the Osceola Corporate Center, as a part of the DRI process has entered into the 14th Amended Development Order (DO) that defines and controls the development of Deerfield's Osceola Corporate Center property, including those aspects of development associated with transportation as set forth in Section 18 of the DO; and
WHEREAS, the parties hereto desire to attach to this MOA, Section 18 of the DO, and to incorporate the provisions in Section 18 of the DO into the terms of this MOA (Exhibit B hereto).

NOW THEREFORE, in consideration of the foregoing and of the mutual benefits to be derived, the parties agree as follows:

1. The recitals set forth above are hereby incorporated herein.

2. Deerfield agrees to convey to the Department a permanent, perpetual easement over an area of land described as Parcel 867 (identified on Exhibit “A” as Parcel 215, Part A). Said conveyance will be made to the Department through the form of easement attached hereto as Exhibit “C”. The legal description included in the form of easement is the legal description for Parcel 867 referred to herein. The conveyance of the easement over Parcel 867 is for use as a stormwater retention area to provide for the treatment and retention of stormwater drainage associated with the Commuter Rail Station. Said conveyance will be subject to Deerfield’s reservation of certain rights to alter the stormwater retention area as described in the form of easement. The Department or its assignees will be responsible to maintain the water retention until Deerfield undertakes to alter and to modify the water retention area. At such time, Deerfield or its assignees shall be responsible for the maintenance of the water retention area.

3. Deerfield further agrees that it will convey to the Department, by Warranty Deed, that certain real property referred to as Parcel 215 B (as described in Exhibit “D” hereto) for the Commuter Rail Station. Use of the land to be conveyed will be limited to use as a Commuter Rail Station and development associated with a commuter rail station, including transit oriented development and all facilities necessary for said rail station and associated development. In the event the Department or its successors and assigns permanently abandon the SunRail project so that the property to be conveyed by Deerfield for the Commuter Rail station is no longer needed to be used as a Commuter Rail station, the Department may, in its discretion and consistent with its rules concerning surplus property initiate said process to declare the property surplus. In the event the surplus process is initiated and in the event the property is declared surplus and conveyed back to Deerfield, its successors and assigns, use of the property will be limited to conservation lands, its prior use. The Department is responsible for the cost of providing utilities necessary for the Commuter Rail station.

4. The Department will design and construct (at Department expense on the Commuter Rail Station property) a pedestrian crossing from Deerfield’s remaining property line to and from the Commuter Rail Station. The Department and Deerfield agree that the crossing will be constructed in the approximate location as shown on Exhibit “A” hereto.
5. In addition, the Department will allow Deerfield, at Deerfield’s expense, to construct a one way directional access from Parcel 215 B to the remaining Deerfield parcels to the south (through the pipeline easement) in the approximate location as shown on Exhibit “A” hereto.

6. Deerfield agrees that it will convey, by Warranty Deed, that certain real property referred to as Parcel 215 C (and as described in form of deed attached hereto as Exhibit “D” hereto) for use as the public access entrance road to the Commuter Rail Station to and from the existing Orange Avenue. The Department, its successors and assigns, agrees that it will permit one major driveway or roadway connection, creating a four legged intersection with the entrance road to and from Parcels 1, 2, 3, 4 & 5 as depicted on Exhibit “A”. Said driveway/roadway connection point will be in the approximate location as reflected on Exhibit “A”, adjusted as necessary to provide for an appropriate interval from the junction of the entrance road and Orange Avenue and/or to address comments received from Osceola County. Deerfield, its successors and assigns will be responsible for all cost of design, permitting and construction of the driveways or roadways that may connect to the public access entrance roadway. Additional Deerfield right in only and right out only access to this entrance road will be evaluated on a case by case basis, by the Department or its assignees, and permission for the same shall not be unreasonably withheld. Nothing herein shall be read to restrict access that is not associated with the entrance road to the Commuter Rail Station that may otherwise be available to and from Deerfield’s remaining property. The name of the public access entrance road to the Commuter Rail station shall be determined between Deerfield and Osceola County, with concurrence from the Department, not to be unreasonably withheld.

7. Deerfield agrees to provide sufficient land to the Department at a location that is agreeable to the Department, its successors and assigns, and to Deerfield, its successors and assigns, to provide for additional future parking that is necessary for the Commuter Rail station. Said land area shall be sufficient to provide an additional 100 standard parking spaces. The parties believe that the land area necessary will be between ½ (one-half) acre to 1 (one) acre, which can be implemented as a standalone parking facility or developed jointly with Deerfield or its assignees. The Department or its successors shall be responsible for the full mitigation and construction cost of implementing the spaces if a standalone parking facility, or its pro-rata share of the mitigation and construction cost if implemented as a joint parking facility with Deerfield or its assignees.

8. The total amount of acreage subject to conveyance by Deerfield to the Department pursuant to this Agreement totals 7.775 acres for Parcel 215, Parts A, B and C and up to 1.0 acre for additional parking (as contemplated by paragraph 7 herein), for a total of 8.775 acres. Section 18 of the 14th amended Deerfield Development Order requires Deerfield to convey up to 9.7 acres to the Department for Commuter Rail Station purposes. The location and use of the remaining 0.925 acres, if required for the Commuter Rail Station in the future, must be mutually
agreed upon by Deerfield, its successors and assigns, and by the Department, its successors and assigns.

9. Nothing in this agreement is intended to negate the previous agreement between the Department and Deerfield via the above referenced Development Order Conditions (Exhibit B hereto) regarding signage and cost sharing of the entrance road signalization. Initial signalization at the intersection of the access road and Orange Avenue (in its planned existing location or as it may be realigned in the future) shall be a four-way, mast-arm design and will be the obligation of the Department to construct, with one half (1/2) or 50% the financial responsibility each of the Department and Deerfield. Nothing herein shall be deemed to impose on Deerfield or on the Department any financial responsibility associated with any replacement signal in the event Orange Avenue is realigned in the future. The design and construction of the access road (including any necessary modifications to Orange Avenue), including the cost thereof, will be the responsibility of the Department. Consistent with Section 18(j) of the DO (Exhibit B hereto), Deerfield shall have the right, at its expense, to construct an extension of the access road on the West side of Orange Avenue. Consistent with the terms of Section 18 of the DO, the parties agree that the Department shall be entitled to place station signage in an easement (to be described at a future date) on the northeast corner of the intersection of the access road and the existing Orange Avenue and that Deerfield will be entitled to place tenant type signage on the other corner of the access road and Orange Avenue as indicated on Exhibit A hereto. With this agreement, the Department waives Deerfield’s DO obligation to provide a signage easement at the intersection of Osceola Parkway and the existing Orange Avenue. Sections 19-23 of the DO appearing on Exhibit B are unrelated to this Agreement and have no force and effect hereunder.

10. Deerfield agrees to complete conveyance of the property interests described herein above on or before April 30, 2013. The parties agree that the form of the instruments of conveyance attached hereto will be the form of instrument used to convey the interests described herein.

11. The Department shall be responsible for the recording and related fees for all instruments contemplated by this Agreement, as well as for the permitting, applications, plans, licenses, releases, and all other actions necessary or desirable by the Department, at the Department’s cost, for the realization of the purposes intended by this Agreement. Deerfield shall cooperate in any such actions to the extent necessary.
IN WITNESS WHEREOF, the Department and Deerfield have executed this Memorandum of Agreement, effective the date of the last signature hereof, as reflected below.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By: __________________________
Name: Noranne Downs
Date: 4/24/2013
Attest: Crystal Burns
Executive Secretary

Legal Review: __________________________

DEERFIELD LAND CORPORATION, a Delaware Corporation
By: __________________________
Name: Thomas Roehlk
Title: Vice President
Date: April 22, 2013
Attest: Susan Coumes Chiono
By: Susan Coumes Chiono
Assistant Secretary
18. The Osceola Corporate Center DRI may proceed with the final phase of development (phase 3 and TOD phase) subject to the conditions listed below. The developer shall not be required to undertake any further monitoring and modeling studies through the buildout of Osceola Corporate Center. All obligations of the developer and the County prior to this final phase have been fulfilled. Should the applicant wish to change the entitlements granted by this development order, and use of the equivalency matrix is not appropriate, then such changes shall be reviewed pursuant to Chapter 380.06(9) as either a Notice of Proposed Change or Substantial Deviation assuming the proposed changes require such review pursuant to applicable statute at the time of such proposed change.

a. The applicant shall offer a special warranty deed for up to 9.7 acres of land to the FDOT for a SunRail station as depicted on Map H of this Development Order within 180 days of the FDOT obtaining a ERP permit from the SFWMD for the Osceola Parkway SunRail commuter rail station. This 9.7 acre piece is located between parcel 21 and the CSX rail line. It is anticipated by the applicant and the County that the 9.7 acres will be used for a SunRail commuter rail train station, parking, drainage, bus bays, circulation and an access road from Orange Avenue to the SunRail commuter rail train station as depicted on Map H. The applicant may have access to its property contained within Parcel 21 via this internal road. Alternatively, the applicant, with the written concurrence of FDOT, may make the above donation, or any part thereof, to the County. Construction of the first two lanes of the access road from Orange Avenue to the SunRail station will not be the responsibility of the applicant.

b. The applicant and the County agree that the conditions outlined herein represent adequate mitigation for the full build-out of the Osceola Corporate Center DRI to the levels described in the development summary table identified in condition 4 of this development order. No further mitigation will be required of the applicant other than the mitigation outlined herein for the remainder of the project (phase 3 and the TOD phase). However, should the applicant desire to change the development program authorized by this development order in a manner that exceeds the parameters of the equivalency matrix approved herein, then such change must be evaluated per the requirements of Chapter 380.06 (19). Should a traffic study be necessary to evaluate such a change, then said study shall test for roadway segments to be analyzed as ten percent of level of service "C" service volumes. If such an evaluation identifies an increase in impacts, then the applicant may be required to provide additional mitigation if mandated by applicable law.

c. RESERVED

d. The applicant shall dedicate at no cost to the County a maximum of three acres of land, along Osceola Parkway, east of Orange Avenue (and immediately adjacent to the southern side of the 9.7 acre parcel described in paragraph A above), to be used for the future County light rail transit system station and its ancillary uses to
include stormwater requirements and the pedestrian connections between the light rail and SunRail stations. Such dedication will be "as is" with no further requirement for improvement or mitigation required of the applicant.

c. The applicant will cooperate with FDOT in the provision of wayfinding signage to assist the public in accessing the SunRail station. Such signage may be provided at the intersection of Osceola Parkway and Orange Avenue and at Orange Avenue and the station's access road. The applicant may provide a signage easement to FDOT but shall be under no obligation to fund the design or construction of the wayfinding sign.

f. Alternative Transportation Modes (ATM) Plan:

- The property shall not be exempt from corridor-wide taxes, impact fees or similar mechanisms (to include MSTU and TIE) which may be enacted by the County in the future that are generally applicable by their terms to developers of properties along the SunRail or County fixed guideway rail system; provided, however, that nothing contained in this Development Order shall be construed to independently impose financial contribution obligations from such transportation systems upon the Applicant or any purchasers of properties of the Applicant’s property subject to this Development Order.

- Should the County elect to implement a fixed guideway rail system to extend from OCC east and west along Osceola Parkway, then the applicant shall provide, at no cost to the County, a maximum of one acre for a premium transit station. This facility shall abut the north side of Osceola Parkway at its intersection with Centerview Drive. This one acre shall be provided "as is" with no further requirement for improvement or mitigation required of the applicant.

g. The applicant shall file an amendment to the approved OCC PUD within 90 days of the approval of this development order.

h. To implement the TOD at OCC, it may be necessary to upgrade the utility infrastructure that is currently in existence. The applicant will not bear the expense to upgrade the utilities to parcel 21 but will provide easements necessary for such an upgrade. The applicant shall have no obligation to provide utilities for the rail station. Utilities internal to the site shall be born by future developers.

i. If desired by the applicant, the County shall allow the relocation of the existing County retention pond at the intersection of Orange Avenue and Osceola Parkway.

j. When warranted, the FDOT shall construct a four-directional signal at the SunRail station access on Orange Avenue and the applicant shall reimburse FDOT for 50% of the total cost of such signal. The applicant shall be permitted access from
this intersection for lands to the west of Orange Avenue.

k. Any permitting costs associated with the SunRail station, to include parking, utilities, bus bays, circulation, access road and signage shall not be the responsibility of the applicant. Vacation of easements to accommodate the SunRail station shall not be the responsibility of the applicant. The applicant shall provide written consent for FDOT to obtain the necessary environmental permits and easement releases needed to accommodate a commuter rail train station within Osceola Corporate Center.

19. The Applicant shall fund the construction of left and right-turn deceleration lanes at all project entrances on John Young Parkway, Osceola Parkway, US 441, and Orange Avenue. These improvements shall be constructed when such project entrances are created.

20. RESERVED.

21. Bicycle racks, transit passenger shelters and transit parking bays shall be constructed where necessary to augment and facilitate the operations of off-site transit and bicycle facilities. Furthermore, the Applicant shall make known to tenants that the Orlando area has an existing ridesharing program operated by LYNX and encourage the use of said program.

22. The Applicant shall have no obligations for the costs of signalization at any project entrances other than at the intersection of Osceola Parkway and Greenwald Way, and the signal modification at the intersection of Centerview Boulevard and US 17-92-441 (OBT) and those costs associated with 18(i) above. The Applicant shall convey, at no cost to the County, 55 feet of right-of-way for the construction of two lanes of the eastern side of a 4-lane Thacker Avenue between Osceola Parkway and Centerview Boulevard, and the Applicant shall have no obligation for the funding, permitting, and construction of such roadway. The Applicant shall also convey, at no cost to the County, either 130 feet of right-of-way (inclusive of the current width of Orange Avenue right-of-way) along the route of Orange Avenue from the county line to Osceola Parkway to allow for the eventual widening of Orange Avenue to a four lane roadway, or 130-feet of right-of-way for the potential realignment of Orange Avenue as a four-lane roadway, and the applicant shall have no obligation for the construction of either such roadways. The applicant shall have no obligation to mitigate for wetland impacts should Orange Avenue be realigned. However, the applicant shall provide/maintain public access to the SunRail commuter rail station consistent with the level of access provided by this NODC. If Orange Avenue is realigned as a four-lane roadway then the applicant shall be entitled to receive title for the right-of-way of the existing alignment of Orange Avenue once the construction of the realignment has been completed.

23. Right-of-way reservation requirements for two urban interchanges, one at Osceola Parkway and Bermuda Avenue, the other at Osceola Parkway and US 441, shall be determined by the County in a manner consistent with the attached Exhibit 3. Osceola
PERPETUAL EASEMENT

THIS EASEMENT made this ______ day of ____________________, ______, by DEERFIELD LAND CORPORATION, a Delaware Corporation, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a permanent, perpetual easement to design, permit, construct and to maintain a transportation facility consisting of a water retention area to provide for treatment and retention of stormwater drainage associated with the Department's SunRail Station, which the Grantee may deem necessary or convenient in connection therewith, in, over, under, upon and through the following described land in Osceola County, Florida, viz:

PARCEL NO. 887 (Formerly known as Parcel No. 215 Part "A")
RIGHT OF WAY
That part of:
Tract C of Osceola Corporate Center, according to the plat thereof as recorded in Plat Book 8, pages 147-149, of the Public Records of Osceola County, Florida; and that portion of Lots 3 and 4 of Osceola Corporate Center – Replat Sixteen, replatting a portion of said Tract C, according to the plat thereof as recorded in Plat Book 20, pages 113-114, of the Public Records of Osceola County, Florida.

(Said property being a portion of the same lands described in Official Records Book 904, pages 2136-2142, of the Public Records of Osceola County, Florida)

described as follows:

Commence at the Northeast Corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida, said corner being marked with a 6-inch by 5-inch concrete monument with disk stamped "OSCEOLA COUNTY 1998 T25S/R29E S2 T24S/R28E S2", thence run South 00° 03' 07" West along the East line of the Northeast Quarter of said Section 3, a distance of 659.73 feet to a point on the South line of Lot 8 of R.C. Sligh’s Subdivision, according to the plat thereof as recorded in Plat Book 1, page 88, of the Public Records of Osceola County, Florida, and as shown on Florida Department of Transportation Right of Way Map for the Central Florida Commuter Rail Transit Osceola Parkway Station, Section 92000, Financial Project Identification No. 412994-2, thence run South 89° 53' 59" East along said South line, a distance of 548.05 feet to a 4-inch by 4-inch concrete monument with no identification marking the Northeast Corner of Lot 4 of Osceola Corporate Center – Replat Sixteen, according to the plat thereof as recorded in Plat Book 20, pages 113-114, of the Public Records of Osceola County, Florida, said point also being on the West Right of Way line of Seaboard Coastline Railroad (CSX Railroad) as described in Deed Book 2, page 401, of the Public Records of Orange County, Florida, and as shown on said Right of Way Map, thence run South 12° 20' 51" West along said West Right of Way line, a distance of 111.00 feet for a POINT OF BEGINNING, thence continue South 12° 20' 51" West along said West Right of Way line, a distance of 573.00 feet; thence departing said West Right of Way line, run North 77° 39' 09" West, a distance of 225.00 feet; thence run North 21° 43' 45" East, a distance of 582.79 feet; thence run South 77° 39' 09" East, a distance of 150.00 feet to the POINT OF BEGINNING.

Containing 2.343 acres, more or less

EXHIBIT "C"
Reserving unto the Grantor the right to modify or to relocate (hereinafter "alter" or "altering") the stormwater easement area (hereinafter "EASEMENT") being constructed by Grantee within the area of this conveyance, subject to the following conditions:

1) Prior to altering the EASEMENT, Grantor shall provide to the Maintenance Engineer for the Grantee's local maintenance unit construction plans for said work for Grantee's review and approval. Grantee's review of the plans shall be limited to the adequacy and sufficiency of the altered EASEMENT and related drainage structures to serve their intended purpose and Grantee's approval shall not be unreasonably withheld.

2) Grantor shall pay all costs necessary to complete the EASEMENT alteration, shall obtain all necessary permits to perform such alteration and shall perpetually maintain the altered EASEMENT so that said EASEMENT shall function as designed and be in compliance with all permits.

3) Upon completion of Grantor's alteration of the EASEMENT, Grantor shall be required to execute or have its successors in interest convey to the Department a permanent, perpetual stormwater easement in a form acceptable to the Department over all lands necessary for the proper operation and maintenance of the improvements. The description of the land to be conveyed shall be in accordance with the plans submitted and said description shall be approved by Grantee prior to alteration of the EASEMENT.

4) Prior to executing the easement instrument, Grantor shall supply to the Grantee for review and approval the following items:
   a. A boundary survey performed and certified in accordance with the requirements of law.
   b. Evidence of title in a form acceptable to the Grantee which shows marketable title in the entity signing the deed, free and clear of any and all liens or encumbrances of any nature.
   c. Such other documents as may reasonably be required in a standard real estate transaction

5) The Grantee shall be entitled to inspect the property described in the easement instrument prior to accepting the conveyance of the easement interest to verify that it is in acceptable condition and free from any contamination or other visible defects that could impair the intended use of the property or subject the Grantee to potential liability.

6) Upon completion of Grantor's alteration of the EASEMENT, if necessary, Grantee shall execute a quitclaim deed to convey to Grantor any portions of the Grantee's original EASEMENT no longer necessary for the proper operation and maintenance of the altered EASEMENT.
PARCEL NO.: 867.1R
SECTION 92000
F.P. NO.: 412994 2
PAGE 3

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

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

ATTEST: __________________________

Its __________________________
Secretary

Signed, sealed and delivered in the presence of: Two witnesses or Corporate Seal required by Florida Law

________________________________
SIGNATURE LINE
PRINT/TYPED NAME:

________________________________
SIGNATURE LINE
PRINT/TYPED NAME:

STATE OF __________________________
COUNTY OF __________________________

The foregoing instrument was acknowledged before me this ______ day of ____________, _______ by __________________________, a Delaware Corporation, on behalf of the Corporation, who is personally known to me or who has produced __________________________ as identification.

________________________________
PRINT/TYPED NAME:
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: __________________________
Serial No., if any: __________________________
01-OWD02-09/01
April 19, 2013
This instrument prepared by
LYNN W. BLAIS
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32740-6594

PARCEL NO. 215.1R
SECTION 92000
F.P. NO. 412994 2
STATE ROAD CRT PROJECT
COUNTY OSCEOLA

WARRANTY DEED

THIS WARRANT DEED Made the ______ day of ____________, ______, by
DEERFIELD LAND CORPORATION, a Delaware Corporation, grantor(s), to the STATE OF
FLORIDA DEPARTMENT OF TRANSPORTATION, grantee: (wherever used herein the terms
"grantor" and "grantee" include all the parties to this instrument and the heirs, legal
representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other
valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants,
bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain
land situate in Orange County, Florida, viz:

PARCEL NO. 215
RIGHT OF WAY

That part of:

Tract C of Osceola Corporate Center, according to the plat thereof as recorded
in Plat Book 6, pages 147-149, of the Public Records of Osceola County, Florida;
and that portion of Lots 3 and 4 of Osceola Corporate Center – Replat Sixteen,
replating a portion of said Tract C, according to the plat thereof as recorded in
Plat Book 20, pages 113-114, of the Public Records of Osceola County, Florida.

(Said property being a portion of the same lands described in Official Records
Book 904, pages 2135-2142, of the Public Records of Osceola County, Florida)
described as follows:

Part "B":

Commence at the Northeast Corner of Section 3, Township 25 South, Range 29 East, Osceola
County, Florida, said corner being marked with a 5-inch by 5-inch concrete monument with disk
stamped "OSCEOLA COUNTY 1968 T24S R29E 32 T24S/T25S"; thence run South 00° 03' 07"
West along the East line of the Northeast Quarter of said Section 3, a distance of 659.73 feet to a
point on the South line of Lot 8 of R.C. Sligh’s Subdivision, according to the plat thereof as
recorded in Plat Book 1, page 88, of the Public Records of Osceola County, Florida, and as
shown on Florida Department of Transportation Right of Way Map for the Central Florida
Commuter Rail Transit Osceola Parkway Station, Section 92000, Financial Project Identification
No. 412994-2; thence run South 89° 53' 59" East along said South line, a distance of 549.06 feet
to a 4-inch by 4-inch concrete monument with no identification marking the Northeast Corner of
Lot 4 of Osceola Corporate Center – Replat Sixteen, according to the plat thereof as recorded in
Plat Book 20, pages 113-114, of the Public Records of Osceola County, Florida, said point also
being on the West Right of Way line of Seaboard Coastline Railroad (CSX Railroad) as described
in Deed Book Z, page 401, of the Public Records of Orange County, Florida, and as shown on

EXHIBIT "D"
PARCEL NO. 215.1R
SECTION 62000
F.P. NO. 4129942
PAGE 2

said Right of Way Map; thence run South 12° 20' 51" West along said West Right of Way line, a distance of 688.00 feet for a POINT OF BEGINNING; thence continue South 12° 20' 51" West along said West Right of Way line, a distance of 642.00 feet to a point on the existing Northeast line of a Gas and Oil Easement as described in Official Records Book 35, page 3, of the Public Records of Osceola County, Florida, and as shown on said Right of Way Map; thence run North 43° 20' 37" West along said Northeast line, a distance of 587.72 feet; thence, departing said Northeast line, run the following four (4) courses and distances: North 46° 39' 23" East, a distance of 86.00 feet; thence North 86° 18' 59" East, a distance of 64.03 feet; thence North 46° 39' 25" East, a distance of 273.48 feet; thence South 77° 39' 09" East, a distance of 225.00 feet to the POINT OF BEGINNING.

Containing 4.281 acres, more or less

And also:

Part "C":

Commence at the Northeast Corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida, said corner being marked with a 5-inch by 5-inch concrete monument with disk stamped "OSCEOLA COUNTY 1968 T24S/R29E 32 T24S/T25S"; thence run South 00° 03' 07" West along the East line of the Northeast Quarter of said Section 3, a distance of 859.73 feet to a point on the South line of Lot 8 of R.C. Sligh's Subdivision, according to the plat thereof as recorded in Plat Book 1, page 86, of the Public Records of Osceola County, Florida, and as shown on Florida Department of Transportation Right of Way Map for the Central Florida Commuter Rail Transit Osceola Parkway Station, Section 92000, Financial Project Identification No. 412994-2; thence run South 89° 53' 59" East along said South line, a distance of 549.06 feet to a 4-inch by 4-inch concrete monument with no identification marking the Northeast Corner of Lot 4 of Osceola Corporate Center – Replat Sixteen, according to the plat thereof as recorded in Plat Book 20, pages 113-114, of the Public Records of Osceola County, Florida, said point also being on the West Right of Way line of Seaboard Coastline Railroad (CSX Railroad) as described in Deed Book Z, page 401, of the Public Records of Orange County, Florida, and as shown on said Right of Way Map; thence run South 12° 20' 51" West along said West Right of Way line, a distance of 1,328.00 feet to a point on the existing Northeast line of a Gas and Oil Easement described in Official Records Book 35, page 3, of the Public Records of Osceola County, Florida, and as shown on said Right of Way Map; thence run North 43° 20' 37" West along said Northeast line, a distance of 587.72 feet for a POINT OF BEGINNING; thence continue North 43° 20' 37" West along said Northeast line, a distance of 599.96 feet to a point on the original East line of Tract A according to said plat of Osceola Corporate Center – Replat Sixteen, and as shown on said Right of Way Map; thence run North 18° 53' 32" East along said original East line, a distance of 90.41 feet to a point on a line running parallel with and 80.00 feet Northeasterly of, when measured perpendicular to, said Northeast line of said Gas and Oil Easement; thence run South 43° 20' 37" East along said parallel line, a distance of 642.07 feet; thence departing said parallel line, run South 46° 39' 23" West, a distance of 80.00 feet to the POINT OF BEGINNING.

Containing 1.141 acres, more or less

Containing in the aggregate 5.432 acres, more or less

This legal description prepared under the direction of:
William E. Byrd, L.S.
Florida Registration No. 5442
Bowyer-Singleton & Associates, Inc.
620 South Magnolia Avenue
Orlando, Florida 32801
Date: July 6, 2012

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except the encumbrances that are shown on the Grantee's Right of way Map dated August 6, 2012 as being located within parcel 215, Parts B and C.

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

ATTEST:______________________________

Its Secretary

Signed, sealed and delivered in the presence of: Two witnesses or Corporate Seal required by Florida Law

DEERFIELD LAND CORPORATION

By:______________________________

Its______________________________

ADDRESS OF GRANTOR:

(Corporate Seal)

STATE OF _______________________

COUNTY OF _______________________

The foregoing instrument was acknowledged before me this ______ day of ________, ______, by ______________________, a ______________________ on behalf of the Corporation, who is personally known to me or who has produced ______________________ as identification.

PRINT/TYPE NAME_____________________

Notary Public in and for the County and State last aforesaid.

My Commission Expires: ______________________

Serial No., if any: ______________________
WARRANTY DEED

THIS WARRANT DEED Made the 22nd day of April, 2013, by DEERFIELD LAND CORPORATION, a Delaware Corporation, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantee; (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Orange County, Florida, viz:

PARCEL NO. 215
RIGHT OF WAY

That part of:

Tract C of Osceola Corporate Center, according to the plat thereof as recorded in Plat Book 3, pages 147-149, of the Public Records of Osceola County, Florida; and that portion of Lots 3 and 4 of Osceola Corporate Center – Replat Sixteen, replatting a portion of said Tract C, according to the plat thereof as recorded in Plat Book 26, pages 113-114, of the Public Records of Osceola County, Florida.

(Said property being a portion of the same lands described in Official Records Book 904, pages 2135-2142, of the Public Records of Osceola County, Florida)

described as follows:

Part "B":

Commence at the Northeast Corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida, said corner being marked with a 5-inch by 5-inch concrete monument with disk stamped "OSCEOLA COUNTY 1968 T24SR29E 32 T24S/T25S"; thence run South 00° 03' 07" West along the East line of the Northeast Quarter of said Section 3, a distance of 658.73 feet to a point on the South line of Lot 6 of R.C. Sligh's Subdivision, according to the plat thereof as recorded in Plat Book 1, page 88, of the Public Records of Osceola County, Florida, and as shown on Florida Department of Transportation Right of Way Map for the Central Florida Commuter Rail Transatl Osceola Parkway Station, Section 92000, Financial Project Identification No. 412994-2; thence run South 89° 53' 59" East along said South line, a distance of 546.06 feet to a 4-inch by 4-inch concrete monument with no identification marking the Northeast Corner of Lot 4 of Osceola Corporate Center – Replat Sixteen, according to the plat thereof as recorded in Plat Book 20, pages 113-114, of the Public Records of Osceola County, Florida, said point also being on the West Right of Way line of Seaboard Coastline Railroad (CSX Railroad) as described in Deed Book Z, page 401, of the Public Records of Orange County, Florida, and as shown on ENHIBIT "D"
PARCEL NO.  216.1R
SECTION  02000
F.P. NO.  412994 2
PAGE 2

said Right of Way Map; thence run South 12° 20' 51" West along said West Right of Way line, a distance of 886.00 feet for a POINT OF BEGINNING; thence continue South 12° 20' 51" West along said West Right of Way line, a distance of 542.00 feet to a point on the existing Northeast line of a Gas and Oil Easement as described in Official Records Book 35, page 3, of the Public Records of Osceola County, Florida, and as shown on said Right of Way Map; thence run North 43° 20' 37" West along said Northeast line, a distance of 587.72 feet; thence, departing said Northeast line, run the following four (4) courses and distances: North 46° 39' 23" East, a distance of 80.00 feet; thence North 85° 18' 59" East, a distance of 64.03 feet; thence North 46° 39' 25" East, a distance of 273.48 feet; thence South 77° 39' 09" East, a distance of 225.00 feet to the POINT OF BEGINNING.

Containing 4.291 acres, more or less

And also:

Part "C":

Commence at the Northeast Corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida, said corner being marked with a 5-inch by 5-inch concrete monument with disk stamped "OSCEOLA COUNTY 1963 T24S R29E 32 T24S/T25S"; thence run South 00° 03' 07" West along the East line of the Northeast Quarter of said Section 3, a distance of 659.73 feet to a point on the South line of Lot 8 of R.C. Sligh's Subdivision, according to the plat thereof as recorded in Plat Book 1, page 88, of the Public Records of Osceola County, Florida, and as shown on Florida Department of Transportation Right of Way Map for the Central Florida Commuter Rail Transit Osceola Parkway Station, Section 92000, Financial Project Identification No. 412994-2; thence run South 89° 53' 59" East along said South line, a distance of 549.05 feet to a 4-inch by 4-inch concrete monument with no identification marking the Northeast Corner of Lot 4 of Osceola Corporate Center – Replat Sixteen, according to the plat thereof as recorded in Plat Book 20, pages 113-114, of the Public Records of Osceola County, Florida, said point also being on the West Right of Way line of Seaboard Coastline Railroad (CSX Railroad) as described in Deed Book Z, page 401, of the Public Records of Orange County, Florida, and as shown on said Right of Way Map; thence run South 12° 20' 51" West along said West Right of Way line, a distance of 1,328.00 feet to a point on the existing Northeast line of a Gas and Oil Easement described in Official Records Book 35, page 3, of the Public Records of Osceola County, Florida, and as shown on said Right of Way Map; thence run North 43° 20' 37" West along said Northeast line, a distance of 587.72 feet for a POINT OF BEGINNING; thence continue North 43° 20' 37" West along said Northeast line, a distance of 599.00 feet to a point on the original East line of Tract A according to said plat of Osceola Corporate Center – Replat Sixteen, and as shown on said Right of Way Map; thence run North 18° 53' 32" East along said original East line, a distance of 90.41 feet to a point on a line running parallel with and 80.00 feet Northeasterly of, when measured perpendicularly to, said Northeast line of said Gas and Oil Easement; thence run South 43° 20' 37" East along said parallel line, a distance of 642.07 feet; thence departing said parallel line, run South 46° 39' 23" West, a distance of 80.00 feet to the POINT OF BEGINNING.

Containing 1.141 acres, more or less

Containing in the aggregate 5.432 acres, more or less

This legal description prepared under the direction of:
William E. Byrd, L.S.
Florida Registration No. 5442
Bowyer-Singleton & Associates, Inc.
520 South Magnolia Avenue
Orlando, Florida 32801
Date: July 6, 2012

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except the encumbrances that are shown on the Grantee's Right of way Map dated August 8, 2012 as being located within parcel 215, Parts B and C.

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

ATTEST:  
SUSAN COMES CHIONE
Its Assistant Secretary

DEERFIELD LAND CORPORATION

By:  

[Signature]
Its Vice President

ADDRESS OF GRANTOR:
14901 S. ORANGE BLOSSOM TRAIL
ORLANDO, FLORIDA 32837

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 11th day of April, 2013, by

THOMAS M. ROEHLER, Vice President of Deerfield Land Corporation a Delaware Corporation, on behalf of the Corporation, who is personally known to me or who has produced

[Signature]

PRINT/TITLE NAME: SUSAN COMES CHIONE
Notary Public in and for the County and State last aforesaid. My Commission Expires: April 19, 2015
PERPETUAL EASEMENT

THIS EASEMENT made this 20th day of April, 2013 by DEERFIELD LANE CORPORATION, a Delaware Corporation, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a permanent, perpetual easement to design, permit, construct and to maintain a transportation facility consisting of a water retention area to provide for treatment and retention of stormwater drainage associated with the Department’s SunRail Station, which the Grantee may deem necessary or convenient in connection therewith, in, over, under, upon and through the following described land in Osceola County, Florida, viz:

PARCEL NO. 887 ('Formerly known as Parcel No. 215 Part "A")
RIGHT OF WAY

That part of:

Tract C of Osceola Corporate Center, according to the plat thereof as recorded in Plat Book 6, pages 143-149, of the Public Records of Osceola County, Florida; and that portion of Lots 3 and 4 of Osceola Corporate Center — Replat Sixteen, replatting a portion of said Tract C, according to the plat thereof as recorded in Plat Book 20, pages 113-114, of the Public Records of Osceola County, Florida.

(Said property being a portion of the same lands described in Official Records Book 904, pages 2135-2142, of the Public Records of Osceola County, Florida)

described as follows:

Commence at the Northeast Corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida, said corner being marked with a 5-inch by 5-inch concrete monument with disk stamped “OSCEOLA COUNTY 1968 T24SR29E 32 T24S/R29E 32 U.S. 1755”, thence run South 00° 00' 07" West along the East line of the Northeast Quarter of said Section 3, a distance of 659.73 feet to a point on the South line of Lot 8 of R.C. Sligh's Subdivision, according to the plat thereof as recorded in Plat Book 1, page 88, of the Public Records of Osceola County, Florida; and as shown on Florida Department of Transportation Right of Way Map for the Central Florida Commuter Rail Trunkline, Osceola Parkway Station, Section 92000, Financial Project Identification No. 412994-2, thence run South 89° 53' 59" East along said South line, a distance of 543.06 feet to a 4-inch by 4-inch concrete monument with no identification marking the Northeast Corner of Lot 4 of Osceola Corporate Center — Replat Sixteen, according to the plat thereof as recorded in Plat Book 20, pages 113-114, of the Public Records of Osceola County, Florida, said point also being on the West Right of Way line of Seaboard Coastline Railroad (CSX Railroad) as described in Deed Book Z, page 401, of the Public Records of Orange County, Florida, and as shown on said Right of Way Map; thence run South 12° 20' 51" West along said West Right of Way line, a distance of 111.00 feet for a POINT OF BEGINNING; thence continue South 12° 20' 51" West along said West Right of Way line, a distance of 575.00 feet; thence departing said West Right of Way line, run North 77° 39' 09" West, a distance of 225.00 feet; thence run North 21° 43' 45" East, a distance of 582.79 feet; thence run South 77° 39' 09" East, a distance of 130.00 feet to the POINT OF BEGINNING.

Containing 2.343 acres, more or less

EXHIBIT "C"
Reserving unto the Grantor the right to modify or to relocate (hereinafter "alter" or "altering") the stormwater easement area (hereinafter "EASEMENT") being constructed by Grantee within the area of this conveyance, subject to the following conditions:

1) Prior to altering the EASEMENT, Grantor shall provide to the Maintenance Engineer for the Grantee’s local maintenance unit construction plans for said work for Grantee’s review and approval. Grantee’s review of the plans shall be limited to the adequacy and sufficiency of the altered EASEMENT and related drainage structures to serve their intended purpose and Grantee’s approval shall not be unreasonably withheld.

2) Grantor shall pay all costs necessary to complete the EASEMENT alteration, shall obtain all necessary permits to perform such alteration and shall perpetually maintain the altered EASEMENT so that said EASEMENT shall function as designed and be in compliance with all permits.

3) Upon completion of Grantor’s alteration of the EASEMENT, Grantor shall be required to execute or have its successors in interest convey to the Department a permanent, perpetual stormwater easement in a form acceptable to the Department over all lands necessary for the proper operation and maintenance of the improvements. The description of the land to be conveyed shall be in accordance with the plans submitted and said description shall be approved by Grantee prior to alteration of the EASEMENT.

4) Prior to executing the easement instrument, Grantor shall supply to the Grantee for review and approval the following items:

a. A boundary survey performed and certified in accordance with the requirements of law.

b. Evidence of title in a form acceptable to the Grantee which shows marketable title in the entity signing the deed, free and clear of any and all liens or encumbrances of any nature.

c. Such other documents as may reasonably be required in a standard real estate transaction.

5) The Grantee shall be entitled to inspect the property described in the easement instrument prior to accepting the conveyance of the easement interest to verify that it is in acceptable condition and free from any contamination or other visible defects that could impair the intended use of the property or subject the Grantee to potential liability.

6) Upon completion of Grantor’s alteration of the EASEMENT, if necessary, Grantee shall execute a quitclaim deed to convey to Grantor any portions of the Grantee’s original EASEMENT no longer necessary for the proper operation and maintenance of the altered EASEMENT.
PARCEL NO.: 867.1R
SECTION 92000
F.P. NO.: 412994 2
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TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

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

ATTEST: [Signature]

DEERFIELD LAND CORPORATION

Signed, sealed and delivered in the presence of: Two witnesses or Corporate Seal required by Florida Law

Michelle Allen

SIGNATURE LINE: Michelle Allen

SIGNATURE LINE: MARGARET CARRINGTON

STATE OF FLORIDA

COUNTY OF OSCCEOLA

The foregoing instrument was acknowledged before me this 19th day of April, 2013, by Thomas A. Roehl, Vice President of Deerfield Land Corporation, a Delaware Corporation, on behalf of the Corporation, who is personally known to me or who has produced [Signature]

MARGARET CARRINGTON

PRINT/TYME NAME: Susan Combes Chino
Notary Public in and for the County and State last aforesaid.

My Commission Expires: April 19, 2015
Serial No., if any: [Signature]