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

This First Amendment (the "Amendment") to the Memorandum of Agreement (the "Agreement") with an effective date of April 24, 2013, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "Department") and Deerfield Land Corporation, a Delaware corporation (hereinafter "Deerfield").

WITNESSETH:

WHEREAS, the Department and Deerfield desire to complete certain of the elements and provisions contemplated in the Agreement; and

WHEREAS, the Department and Deerfield have agreed to make modifications to certain aspects of the signalization and roadway features of the Commuter Rail Station access road which is the subject of the Agreement.

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. All capitalized terms used herein shall, unless defined herein, be as defined in the Agreement.

3. With respect to the remaining acreage contemplated by Section 8 of the Agreement, the Department and Deerfield hereby agree that the two-acre parcel identified in Exhibit A hereto (the "Additional Parcel"), upon transfer to the Department, shall satisfy Deerfield's remaining obligation under Section 8, including the location thereof, and that a portion of such acreage shall consist of a portion of a joint stormwater pond in sufficient size to satisfy the stormwater retention needs of the Additional Parcel as identified in Exhibit B.
hereto. Deerfield further agrees that it or its successors and assigns shall be responsible for the design, permitting, construction, and the ongoing maintenance and repair of, such joint stormwater retention pond, at no additional cost to the Department. At all times, Deerfield or its successors and assigns shall remain responsible for all permits associated with the stormwater retention pond. The Department will at all times be permitted to take all necessary actions to maintain and to repair the stormwater retention pond to assure the continuation of adequate stormwater drainage. The Department and Deerfield further agree that (a) Deerfield shall plat the Additional Parcel as an individual tract dedicated to the Department, at its cost and expense, in anticipation of the transfer of ownership of the Additional Parcel to the Department, (b) the timing of the transfer of the Additional Parcel shall be determined by the Department, (c) in the event that the Department determines to proceed with the transfer of the Additional Parcel prior to Deerfield’s construction of the joint stormwater retention pond, the Department hereby agrees to provide a one hundred eighty (180) day temporary construction permit in favor of Deerfield for purposes of such construction, and (d) the Department agrees to provide permanent easements over the Additional Parcel (i) in favor of Deerfield and its successors and assigns for purposes of its ongoing maintenance and repair of the joint stormwater pond, and (ii) in favor of Osceola County for purposes of a defined access to the adjoining three (3) acre parcel owned by Osceola County located immediately adjacent and south of the Additional Parcel.

4. The second sentence of Section 9 of the Agreement shall be deleted and replaced in its entirety with the following: “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 signal and will be the obligation of Deerfield to design, permit and construct, with one-half (1/2) or 50% the financial responsibility each of the Department and Deerfield; provided, however, that the Department’s financial responsibility shall (a) also include a reimbursement obligation for the effort by Deerfield reflected in the first sentence of paragraph 5 below for the Road, as defined therein, (b) not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) for the combination of the signalization and the Road. Deerfield’s responsibility to design and to construct the four-way, mast arm signals and the four hundred (400) feet of the Commuter Rail public access entrance roadway described below in paragraph five (5) will be undertaken, funded, and completed pursuant to a joint participation agreement between the Department and Osceola County dated March 30, 2017. The
Department’s reimbursement to Osceola County in an amount not to exceed $250,000.00 shall be deemed to satisfy the Department’s financial obligations to Deerfield set forth in the Agreement and Amendment.

5. The parties agree that Deerfield shall design, permit as necessary, and construct, at its sole cost and expense, four hundred (400) feet of the Commuter Rail Station public access entrance road (the "Road") commencing eastward from the centerline of the intersection of the Road with Orange Avenue and continuing within Parcel 215C. The Road will meet all design and construction standards of Osceola County. The parties further agree that: (a) the four-legged intersection with the Road described in Section 6 of the Agreement shall be as depicted in Exhibit C to this Amendment in lieu of Exhibit A to the Agreement, (b) the Department shall be responsible, at its sole cost and expense, to construct curb cuts and intersection stub outs from the Road, within Department right of way, as depicted in Exhibit C hereto, (c) each of the Department and Deerfield shall stripe identical bike lanes on their respective eastbound and westbound lanes of the Road which shall match up to each other, and (d) Deerfield shall be permitted to construct, at its sole cost and expense, a five (5) foot wide sidewalk along and within the north right-of-way of the Road within Parcel 215C as depicted on Exhibit C along with any desired irrigation system for adjacent landscaping extending from Orange Avenue to the Commuter Rail Station property. The Department further agrees to provide a one hundred eighty (180) day temporary construction permit to Deerfield on and over Parcel 215C in order to effectuate the purposes of this paragraph. In addition, the Department shall grant a twenty-foot (20’') wide utility easement, lying parallel to Orange Avenue, across and within the right of way limits of the Road, from the junction point of the Road and Orange Avenue.

6. The Department and Deerfield further agree that the forms of easements required to serve the purposes of this Amendment shall be agreed upon, executed and recorded within sixty (60) days of the effective date of this Amendment.
IN WITNESS WHEREOF, the Department and Deerfield have executed this Amendment effective with the date of the last signature hereto, as set forth below.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: [Signature]
Name: Alan E. Hyman, P.E.
Title: Director of Transportation Operations
Date: 12-28-2017
Attest: [Signature]
Title: Exec. Asst.
Legal Review: [Signature]

DEERFIELD LAND CORPORATION, a Delaware corporation

By: [Signature]
Name: Thomas M. Roehlk
Title: Vice President & Secretary
Date: 12/7/2017
Attest: [Signature]

Susan C. Chiono, Assistant Secretary
Exhibit A

Sheet I
See Sketch of Description
Included as Attachment "A"

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF WETLAND No.34 AND MITIGATION AREA No.4, AS DESCRIBED IN DEED OF CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 1700, PAGE 1888, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 3, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA; THENCE NORTH 00°00'10" EAST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3, A DISTANCE OF 20.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST OSCEOLA PARKWAY; THENCE SOUTH 89°41'03" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 122.14 FEET TO THE SOUTHEAST CORNER OF MITIGATION AREA No.4 AS RECORDED IN THE AFORESAID BOOK 1700, PAGE 1888; SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE, NORTH 12°17'45" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 535.09 FEET TO THE POINT OF BEGINNING; THENCE, DEPARTING THE WEST RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD, NORTH 78°37'06" WEST, A DISTANCE OF 304.64 FEET; THENCE NORTH 09°03'08" EAST, A DISTANCE OF 283.86 FEET; THENCE NORTH 45°55'33" WEST, A DISTANCE OF 24.94 FEET; THENCE NORTH 43°17'44" WEST, A DISTANCE OF 50.32 FEET; THENCE NORTH 08°18'38" WEST, A DISTANCE OF 119.11 FEET TO A POINT ON THE NORTHERLY LINE OF THE 30.00 FEET WIDE OIL AND GAS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 35, PAGE 03, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE SOUTH 43°55'44" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 511.66 FEET TO A POINT ON ME AFORESAID WEST RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE SOUTH 12°17'45" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 147.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 87,121 SQUARE FEET, OR 2.00 ACRES, MORE OR LESS.

TSS Order # T15-B67- SOD1

Prepared by:

Tinklepaugh Surveying Services
5125 Adamson Street
Suite 2A
Orlando, Florida 32804
(407) 262-0957

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 5J-17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and Mapper this drawing, sketch, plat or map is for informational purposes only and is not valid,

Robert W. Monaco, P.S.M. # 5980
Date: 21 1 2 61
SKETCH OF DESCRIPTION
ATTACHMENT "A"
- NOT A SURVEY

NORTH LINE OF 30' WIDE
GAS AND OIL EASEMENT
(O.R.B. 35, PG. 0003)

N 08'18.38" W
1194.4
N 43'44.17" W
50.32
N 45'33.33" W
24.94

WESTLAND NO. 34

S 43'55'.44" E

61.76 SQUARE FEET
2,000 ACRES

POINT OF BEGINNING

DEED OF CONSERVATION EASEMENT
- 36 ACRE
(O.R.B. 1700, PG. 1888)

S 89'41.03" E
122.14'

WAY OF OSCEOLA PARKWAY

N 09'03.08" E
263.86
N 78'37.06" W
304.64
l

NO 09'03.08" E
207.28

TRACT B

LOT 2

51166

SOUTHEAST CORNER OF
MITIGATION AREA #4
(O.R.B. 1700, PG. 1888)

POINT OF COMMENCEMENT
EAST 1/4 CORNER OF SECTION 3,
TOWNSHIP 25 SOUTH, RANGE 29 EAST,
OSCEOLA COUNTY, FLORIDA

ABBREVIATIONS
O.R.B. - OFFICIAL RECORDS BOOK PG.
PAGE

SURVEYOR'S NOTES
1) Bearings are based on the east line of the plat of
OSCEOLA CORPORATE CENTER at OSCEOLA PARKWAY, PAGE 112 of the public records of OSCEOLA COUNTY,
FLORIDA, as being north 12°45'46" east.
2) See sheet 1 for legal description.

Tinklepaugh
SURVEYING SERVICE
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Tel/e, No. (407) 262-0967 LICENSED BUSINESS No. 3778
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