SECOND AMENDMENT TO RIGHT-OF-WAY DEDICATION AND ROAD IMPACT FEE CREDIT AGREEMENT

TUPPERWARE HEIGHTS

ORANGE AVENUE

THIS SECOND AMENDMENT TO RIGHT-OF-WAY DEDICATION AND ROAD IMPACT FEE CREDIT AGREEMENT (this "Second Amendment") is made and entered into by and between DEERFIELD LAND CORPORATION, a Delaware corporation ("Developer" or "Owner"), whose mailing address is 14901 South Orange Blossom Trail, Orlando, Florida 32837 and ORANGE COUNTY, a charter county and a political subdivision of the state of Florida ("County"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

WITNESSETH:

WHEREAS, Developer and County entered into that certain Right-of-Way Dedication and Road Impact Fee Credit Agreement, dated as of August 3, 2007, and recorded in Official Records Book 9381, Page 378, as amended by that certain First Amendment to Right of Way Dedication and Road Impact Fee Credit Agreement dated as of November 13, 2007, and recorded in Official Records Book 9508, Page 1732, all in the Public Records of Orange County, Florida; as further modified by that certain letter from the Orange County Real Estate Management Division, dated May 27, 2008 (collectively, the "Agreement") applicable to certain real property located in Orange County, Florida; and

WHEREAS, Developer and County wish to amend certain terms of the Agreement in the manner set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged and agreed by each of the parties, Developer and County do hereby covenant and agree as follows:

ORL 297.065,652v4 7-6-09
1. **Recitals.** Developer and County do hereby mutually represent and warrant that the foregoing recitals are true and correct, and said recitals are hereby ratified, confirmed, and incorporated into the body of this Second Amendment.

2. **Defined Terms.** Any capitalized terms utilized in this Second Amendment and which are not separately defined herein shall have the meaning ascribed thereto in the Agreement.

3. **Conveyance of Land to County by Developer.** Section 2(a) of the Agreement is hereby modified such that the timing for the conveyance by the Developer to the County of the Conveyed Lands described in the Agreement shall be within one hundred twenty (120) days following the Effective Date of this Second Amendment. In addition, Exhibit “C” attached to the Agreement is hereby replaced in its entirety with that legal and sketch attached to this Second Amendment as Exhibit “A” and incorporated herein by reference. All references to Conveyed Lands in the Agreement, as amended herein, shall mean those lands described on Exhibit “A” attached hereto and incorporated herein by reference.

4. **Modification.** Except as modified by this Second Amendment, the terms and conditions of the Agreement are hereby ratified, confirmed and shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Second Amendment and the terms of the Agreement, the terms of this Second Amendment shall govern.

5. **Counterparts; Facsimile.** This Second Amendment may be executed in up to a maximum of three (3) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A facsimile copy of this Second Amendment and any signatures hereon may be considered for all purposes as originals.

6. **Effective Date of this Second Amendment.** The Effective Date of this Second Amendment shall be the date on which the last one of Developer and County has properly executed this Second Amendment as determined by the date set forth immediately below their respective signatures.

7. **Recordation of Second Amendment.** An executed original of this Second Amendment shall be recorded, at Developer’s expense, within thirty (30) days of the Effective Date hereof, in the Public Records of Orange County, Florida.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties have caused this Second Amendment to be duly executed by their respective duly authorized representatives on the dates set forth below.

COUNTY:

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: [Signature]
Richard T. Crotty
Orange County Mayor

Date: 9.1.09

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

By: [Signature]
Deputy Clerk
WITNESSES:

Nerida Montalto
Print Name: Nerida Montalto

Susan Courmes Chiono
Print Name: Susan Courmes Chiono

STATE OF FLORIDA
COUNTY OF Osceola

SWORN and subscribed to freely and voluntarily for the purposes therein expressed before me by THOMAS M. ROEHLK, Vice President of DEERFIELD LAND CORPORATION, a Delaware corporation, on behalf of such corporation, who is known by me to be the person described herein and who executed the foregoing, this 7th day of August, 2009. He is ☐ personally known to me or ☐ has produced ____________ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of August, 2009.

Signature: Susan Courmes Chiono
Print Name: Susan Courmes Chiono
Notary Public
My Commission Expires: April 19, 2011

DEVELOPER:

DEERFIELD LAND CORPORATION,
a Delaware corporation

By: [Signature]
Thomas M. Roehlk, Vice President

Date: 8/7/09
LEGAL DESCRIPTION

A tract of land being a portion of the South 1800 feet of Sections 34 and 35, Township 24 South, Range 29 East, Orange County, Florida and being more particularly described as follows:

Commence at the North 1/4 corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida and run South 89°55'24" East along the North line of the Northeast 1/4 of said Section 3 for a distance of 2436.95 feet to the POINT OF BEGINNING; said point also being on a curve concave Westerly and having a tangent bearing of North 15°53'00" East, and a radius of 3499.72 feet; thence run Northerly along the arc of said curve, through a central angle of 11°47'25", for a distance of 720.18 feet to the Point of Tangency; thence run North 04°05'35" East for a distance of 1094.51 feet to a point on the North line of the South 1800 feet of Sections 34 and 35; thence run South 89°55'24" East along said line for a distance of 17.07 feet; thence run South 89°54'09" East for a distance of 123.27 feet; thence departing said line and run South 04°05'35" West for a distance of 1104.30 feet to a Point of Curvature of a curve concave Westerly and having a radius of 3,639.72 feet and a central angle of 11°10'03"; thence run Southerly along the arc of said curve for a distance of 709.41 feet to a point on the aforesaid North line of the Northeast 1/4 of Section 3; thence run North 89°55'24" West along said North line for a distance of 145.28 feet to the POINT OF BEGINNING.

Less and Except therefrom, that portion thereof lying within the existing right of way for County Road 527.

Contains: 3.759 Acres, more or less.

T06-E91R4

Prepared by:

Tinklepaugh Surveying Services, Inc.
379 West Michigan Street
Suite 208
Orlando, Florida 32806
(407) 422-0957

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, 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: JULY 2, 2009