DEERFIELD/OSCEOLA COUNTY
AGREEMENT
May 9, 1994
AGREEMENT

THIS AGREEMENT by and between OSCOLOA COUNTY, a Florida political subdivision, ("the County"), and DEERFIELD LAND CORPORATION, a Delaware corporation ("DLC"), this 4th day of October, 1994.

WITNESSETH:

WHEREAS, the County is desirous of constructing and operating a softball/recreational complex upon land which is currently owned by DLC, and;

WHEREAS, for and in consideration of the benefits set forth herein DLC is amenable to conveying to the County the real property and/or other interests therein necessary for the County to construct and operate said complex.

NOW, THEREFORE, BE IT AGREED between the parties hereto:

1. DLC (Grantor) shall convey to the County that certain real property described in Composite Exhibit "A" by special warranty deed granting good and marketable fee simple title subject to those exceptions revealed by a commitment for title insurance and land use restrictions related to the property.

With regard to the conveyances of real property set forth above the following shall also be conveyed to the County:

(a) All the appurtenances and improvements thereunto belonging to or appertaining to said real property.

(b) All right, title and interest of Grantor in and to any reversionary rights, if any, attributable to said real property or appurtenances, except as set forth in paragraph 10(X) hereinafter.

(c) All right, title and interest of Grantor in and to all oil, gas and other minerals in, on or under, and that may be produced from said real property, if any.

Further, DLC shall, at the time of construction of the access road
described in Paragraph 10(a) below, grant County a permanent drainage easement in the area so designated in Exhibit "B" hereto.

2. DLC, hereby represents and warrants to the County (which warranty shall survive the closing hereunder) the following:

(a) That Grantor currently has, and at the time of closing will have good, marketable fee simple title to the property free and clear of any and all liens, charges and encumbrances of any kind or nature except those revealed in the commitment for title insurance to be obtained as hereinafter provided.

(b) That as of the date of this agreement there are no, and at the time of the closing there will be no other agreements, leases, or similar matters in force with respect to the property.

(c) There are no pending condemnations or similar proceedings affecting the property and Grantor has not received any notice, and has no knowledge, that any such proceedings are contemplated or pending.

(d) That no party has any right or option to acquire the property or any portion thereof and except for Grantor no other party has any interest in the property except as revealed by the commitment for title to be obtained as provided hereinafter.

(e) That at closing there will not be any mechanic's, materialmen's, or other liens affecting the property for any services or materials to the property furnished at the request of the Grantor and no party, whether materialmen, supplier or laborer or otherwise, will have provided or performed any services or provided any materials to the property at the request of Grantor or its agents or employees for which payment has not been made.

(f) That as of the date of this agreement there is no action, suit or proceeding against Grantor of the property which would affect the title to the property or the County's
lawful and peaceful possession thereof upon execution, delivery and acceptance of the deed pursuant to this agreement.

(g) That Grantor has full power and authority in accordance with the law to enter into this agreement and consummate the conveyances provided for herein.

(h) That Grantor has not and shall not, without the prior written consent of the County, transfer or encumber the property from and after the date hereof through the time of closing, including the granting of any deeds, contracts, mortgages, easements or other rights in the property; that no structures shall have been placed on the property from and after the date hereof through closing; and that title and physical appearance of the property shall remain unchanged from and after the date hereof through closing. Provided, however, DLC reserves the right to remove selected and/or all cypress trees present within the 2.0+/- acre isolated wetland on the property described in Composite Exhibit "A"; and/or selected vegetative specimens located within the rights-of-way for Thacker Avenue extension and the east/west ball park collector road. All vegetation removal under this paragraph shall be to the extent authorized and regulated by law, rule and County ordinance. The County shall provide DLC at least four (4) weeks prior notice of when DLC must perform vegetation removal hereunder. If DLC has not completed removal within four (4) weeks, the County can cause such removal.

(i) That to the best of Grantor's knowledge, the property has not been used for the manufacture, distribution, or storage of any hazardous or toxic waste, chemical, hazardous or toxic substance or other pollutant, as those terms are defined or contemplated in any federal, state or local law, statute or regulation (collectively "hazardous wastes"); no hazardous wastes have been used
in connection with any manufacturing or other activity conducted on the property; there are no underground storage tanks on the property and there are no activities existing on, under or around the property which have resulted or could result in the depositing of or existence of hazardous wastes or other chemical leaks, spills or hazards on or under the property; and there are presently no hazardous wastes in, on or under the property.

3. County's Conditions to Close.

The County's obligation to consummate this agreement shall be and is expressly conditioned upon the occurrence and satisfaction of the following events, conditions and requirements:

(a) That at the time of closing hereunder all representations and warranties of the Grantor herein made shall be true and correct and there shall have been no breach or breaches of same by Grantor and that all obligations of Grantor provided in this agreement shall have been fully performed by Grantor or shall have been waived by the County in writing.

(b) That all contingencies and conditions precedent to the County's obligations hereunder have been met or waived by the County.

(c) That at the time of closing, the property shall be undamaged by toxic waste, flood, sinkholes or other casualty or catastrophe.

4. The County, its architects, engineers and other agents may, at any time prior to execution, delivery, and acceptance of the deed described in paragraph 1 above, undertake such physical inspections and investigations of and concerning the property as may be necessary to evaluate the physical characteristics of the property (including but not limited to, access, contour, subsoil analysis and drainage characteristics, and utility availability), and its compliance with all applicable
building, zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same and such other matters as shall be deemed by the County to be reasonably necessary in order for the County to evaluate the property and determine the feasibility of the County's intended use and development of same for a softball/recreational complex, including testing for toxic or hazardous materials and testing for subsurface subsidence. For those purposes Grantor hereby grants to the County, its agents, employees and assigns full right of entry upon the property or any part thereof during the inspection period for the purpose of undertaking such physical inspections and investigations. The County agrees to restore the property to the condition existing prior to such inspections and investigations to the extent that the County, its agents or employees have caused such change or alteration of said condition.

In order to assist the County and its architects, engineers and other agents in their evaluation of the property, the Grantor shall, at a reasonable time and in a reasonable manner, deliver to the County copies of all surveys, soils analyses, environmental reports and similar materials relating to the property, which are presently in the possession or under the control of the Grantor or its agents, and not presently in the possession of the County.

In the event that the results of the inspections, investigations, reviews or feasibility studies to which reference here and above made in this paragraph are, in the County's sole opinion and within the County's sole discretion, unacceptable to the County for any reason whatsoever, and the County shall notify Grantor of that fact, then at the County's option, and upon the County's request, this agreement shall stand terminated and all parties relieved of the benefits and burdens imposed hereby.

5. The County shall, at its expense, obtain a commitment for
title insurance prior to conveyance, delivery, and acceptance of the deed set forth in paragraph 1 above. As a condition to consummation of this agreement, said title insurance shall evidence that fee simple marketable title to the property is vested in Grantor free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, except for taxes for the year of closing and those exceptions which are to be discharged by Grantor at or before the closing hereunder, and also evidencing that upon execution, delivery, acceptance and recordation of the warranty deed to be delivered pursuant to the provisions of paragraph 1 of this agreement, the County shall acquire fee simple marketable title to the property subject only to those exceptions acceptable to the County. In the event that the aforesaid commitment for title insurance to be obtained by the County shall not meet the requirements hereinabove specified in the immediately preceding sentence and contain exceptions which are not acceptable to the County, the County shall notify Grantor of the fact in writing within ten (10) calendar days after the County's receipt of the commitment. Such written notice shall specify those liens, encumbrances, exceptions or qualifications listed in the commitment which are either not permitted exceptions or not contemplated by this agreement and said commitment and to be discharged by Grantor at or before closing hereunder (any such liens, encumbrances, exceptions or qualifications referred to above being hereinafter referred to as "title defects"). The County shall have thirty (30) days following its notice of the existence of title defects in which to, at its expense, undertake a good faith, diligent effort to, and in fact, cure or eliminate such title defects, including the filing of all required lawsuits and payment of all fees necessary to discharge the title defects or, at its sole option, elect to rescind this agreement, in which event this contract shall be deemed null and void and the parties shall be relieved of and from any and all liability hereunder. If the County shall, in
fact, cure or eliminate the title defects to the satisfaction of the title insurance company issuing the commitment in such manner as to permit said title insurance company to either endorse the commitment in such manner as to delete the title defects from the commitment or to issue a title insurance commitment which meets the requirement specified in the first sentence of this paragraph, then this agreement shall be consummated. In the event that the County shall fail to cure or eliminate the title defects within the time hereinabove allowed, the County shall, in its sole discretion, have the right to (1) elect to rescind this agreement, in which event this contract shall be deemed null and void and the County and the Grantor shall be relieved of and from any and all liability hereunder; or (2) waive any title defect, in which event this contract shall continue as if no title defect exists and the County shall accept title to the property subject to such defect. If more than thirty days are required to cure such title defects then for each day in excess of such thirty days, at the County’s option, all other time periods under this agreement shall be extended for a like period.

6. This transaction shall be closed and the deeds and other closing papers delivered on June 15, 1994 unless extended by other provisions of this agreement.

7. Closing Costs and Prorations.

Grantor shall pay for any corrective instruments required to perfect title. The County shall pay the cost of the documentary stamps to be affixed to the warranty deed to be delivered hereunder, the cost of any title insurance commitment and policy to be issued pursuant hereto, the cost of any surveys and soil reports as referenced hereinabove and the cost of recording the warranty deed. Each party shall bear its own attorney’s fees, engineering fees, and other professional costs and fees incurred in connection with this agreement and consummation hereof. Real property taxes for the year of closing shall be prorated as of the date of
closing and the Grantor shall deposit the same in escrow with
the Osceola County Tax Collector pursuant to the provisions of
Florida Statutes Section 196.295 prior to execution of the
deed. If the closing hereunder occurs between January 1, 1994
and November 1, 1994, then the proration shall be based upon
the current assessment and millage rates for the property.

In addition to the foregoing, the Grantor shall pay in
full, prior to its conveyance of the deed, all special
assessments and liens for public improvements or quasi-public
improvements which are, as of the date of conveyance, pending
liens.

8. **Brokers.**

Grantor and the County hereby represent and warrant unto each
other that neither has employed a broker or finder in
connection with the consummation, negotiation or execution of
this agreement or the transaction contemplated hereby. In the
event there is a claim against one of the parties arising out
of an act by such party giving rise to a claim for commission
or finder's fee with respect to any broker, realtor, or other
party, then said party performing such act shall indemnify the
other party against any liability, damage, cost, expense or
fee in connection with said claim for commission or finder's
fee, including, but not limited to attorney's fees (said
indemnification to be enforceable in a court of competent
jurisdiction and compensation to be awarded to the prevailing
party hereunder). In the event County utilizes in-house
counsel, any fees awarded to the County shall be based upon
prevailing market rates and not upon the salary paid to such
attorneys.

9. Agreements between the County and third parties relating to
acquisition of additional lands for the softball/recreational
complex shall in no way restrict, impact or affect any of the
terms, conditions, rights, obligations and covenants contained
herein.
OBLIGATIONS OF THE COUNTY UPON CONVEYANCE OF TITLE

10. Upon fulfillment of the conditions and terms set forth in paragraphs 1 through 7 above culminating in the conveyance of title as set forth in paragraphs 1 - 7 above, inclusive, the County shall be obligated as follows:

(a) The County shall construct, at its sole expense, a two-lane east-west collector road which will provide a connection between the proposed Thacker Avenue and Bermuda Avenue which traverse the DLC property. The collector road shall be designed in accordance with the construction plans dated October 13, 1992, a true and correct copy of which is attached hereto as Exhibit "B". DLC reserves the exclusive right to name the collector roadway prior to its opening, subject to regulatory requirements pertaining to street names. DLC shall have no obligation to provide drainage, fill, engineering or mitigation for said roadway. The County shall assume to undertake and satisfy any conditions of the Osceola Corporate Center DRI Development Order that are related to said roadway or the County's proposed complex, if any.

(b) The County shall be responsible for the signalization, when warranted, of the collector roadway intersections with Bermuda and Thacker Avenues. Signal specifications shall be as identified in the recorded Bermuda Avenue ROW Conveyance Agreement, or as otherwise agreed to be DLC. The County shall also construct deceleration lanes and, as may be necessary along Bermuda Avenue, acceleration lanes consistent with DLC and County design criteria and County demand criteria.

(c) Any material changes to the existing plans for the construction of said roadway shall be submitted to DLC for review and comment. Further, DLC shall have the right to review and comment on the construction plans of the roadway at the stages where 30%, 60%, and final
stages of completion are reached. Plans to be reviewed by DLC shall include wetland mitigation, stormwater and all permits.

(d) All debris resulting from site clearance of the roadway construction shall be removed by the County within fifteen (15) days of commencement of site clearing work.

(e) Any material changes to the site plans and engineering plans for the complex shall be submitted to DLC for review and comment prior to adoption by the County.

(f) Access to said roadway shall be provided to DLC and the owners of the adjacent property as depicted in Exhibit "B". DLC shall not be responsible for the costs of constructing westbound left-turn lanes upon said road for access to property owned by others.

(g) No signage will be permitted within the right-of-way of said roadway, except one to identify and direct traffic to the complex. The County agrees to work with DLC towards the provision of signage which is consistent with the design intent of the OCC project. This shall entail County and DLC agreements as to the type of sign (pole, pylon, monument) and materials and color specifications, in order to comply with OCC site development guidelines and standards.

(h) DLC shall have the right to review and approve all lighting plans so as to not present or constitute a nuisance upon the future development of OCC and, review said plans relative to location, intensity and fixture type.

(i) The County agrees and covenants to not suffer, cause, or permit overnight camping in the softball/recreational complex except for caretakers, maintenance personnel or other agents of the County whose presence may be necessary or desirable in the operation, improvement, or development of the complex.

(j) The County agrees and covenants to prohibit the sale of
beer, intoxicating beverages, food, soft drinks, and any retail activity that is not part of a sporting/recreational event.

(k) If the County has failed to commence physical construction of the softball/recreational complex, excluding land clearing and grading, by January 1, 1995, or failed to open the softball/recreational complex by January 1, 1996 (unless such failure is due to circumstances beyond the County's control, such as acts of God, strikes, contractor default, or litigation against the County in which event said period is extended to January 1, 1997), then title to the property to be conveyed to the County by DLC together with all improvements thereon, shall revert to the said Grantor. The parties shall then be relieved of any further obligations and liabilities under this agreement except to the extent necessary to restore the parties to the status quo.

(l) For a period of twenty (20) years from and after the date of conveyance of title to the property to be conveyed to the County by DLC hereby, the County agrees to not sell or exchange said property without the prior approval of DLC.

(m) In no event shall roadway improvements or construction work commence, excluding land clearing and grading, until the softball/recreational complex is funded and under construction contract.

(n) The County acknowledges that the DLC property to be conveyed to the County is subject to a development of regional impact development order for a project known as Osceola Corporate Center. The County will develop the property subject to the development order if possible or, at its option, arrange for the development order to be modified or the property removed from the purview of the development order. DLC covenants to cooperate with the
County in preparing, processing, submitting, and doing all things necessary to make application for such modification or removal. The County will pay for all fees and costs actually and reasonably necessary to effectuate said application(s). This agreement does not diminish or alter the development rights previously granted DLC or its successors by the recorded development order for the Osceola Corporate Center Development of Regional Impact. Any development previously assigned to lands subject to this conveyance agreement is transferred to the remaining properties of DLC. Any capacity agreements with the City pertaining to water/sewer covering the property to be conveyed to the County may be transferred to the remainder by DLC.

(o) The County shall forthwith commence and diligently pursue planning of the alignment of the proposed Thacker Avenue extension from Carroll Street to Osceola Parkway and shall work with DLC in such efforts.

(p) DLC is granted the exclusive right to upgrade landscaping within the right-of-ways and permanent drainage easement conveyed pursuant to paragraph 1 above in accordance with accepted engineering safety standards, subject to review and approval (which approval shall not be unreasonably withheld) of any such landscaping plans by the County. At the time of any such landscaping, DLC shall assume maintenance responsibility for such areas of the right-of-way where, as shall be agreed between the parties, the landscaping renders standard County maintenance practices impractical.
AGREED to on the date first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: Chairman

ATTEST:

Clerk of the Board

(CORPORATE SEAL)

DEERFIELD LAND CORPORATION, a
Delaware corporation,

By: Vice President and Treasurer

ATTEST:

Carolyn Currenese
Secretary
SKETCH OF DESCRIPTION
PARCEL 'A'
DEERFIELD LAND CORP
THACKER AVENUE R/W

NW CORNER, SW 1/4
SW 1/4, SEC. 4-25-29

EAST LINE THACKER AVENUE

SOUTH LINE
SEC. 4-25-29

NOTE:
BEARINGS BASED ON THE SOUTH LINE
SEC. 4-25-29, (8 59' 59" 12' E) AS RECORDED IN
PLAT BOOK 5, PG 148 (SHT 2)

CHAPTER 2164-5, FLORIDA ADMINISTRATIVE CODE
REQUIRES THAT A LEGAL DESCRIPTION DRAWING
BEAR THE NOTATION THAT
THIS IS NOT A SURVEY

OSCEOLA COUNTY
ENGINEERING DEPT.
17 S. VERNON AVE.
KISSIMMEE, FLORIDA 34741
(407) 847-1260

DRAWN BY: b. ducker
CHK'D BY: G. COLE
SCALE: 1" = 200'

COMPOSITE EXHIBIT "A"
page 1 of 6
OSCEOLA COUNTY BALL PARK COMPLEX
LEGAL DESCRIPTION
PARCEL 'A'

A STRIP OF LAND 55.00 FEET IN WIDTH FOR PUBLIC ROAD, UTILITY AND DRAINAGE PURPOSES, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 25 SOUTH, RANGE 29 EAST; THENCE S 89° 59' 12" E (BEARING BASED PER PLAT OF "OSCEOLA CORPORATE CENTER" AS RECORDED IN PLAT BOOK 5, PAGE 148 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA) ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 55.00'; THENCE DEPARTING SAID SOUTH LINE ON A BEARING OF N 00° 02' 15" W PARALLEL WITH THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 1319.83 FEET TO THE NORTH LINE OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 4; THENCE N 89° 53' 25" W ALONG SAID NORTH LINE A DISTANCE OF 55.00 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 4; THENCE S 00° 02' 15" E ALONG THE WEST LINE OF SAID SW 1/4 OF THE SW 1/4 A DISTANCE OF 1319.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.666 ACRES
OSCEOLA COUNTY BALL PARK COMPLEX
LEGAL DESCRIPTION
PARCEL 'B'

THE WEST 1/2 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 29 EAST; LESS THE WEST 55.00 FEET.
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 23 SOUTH, RANGE 29 EAST; THENCE S 89° 59' 12" E (BEARING BASED PER PLAT OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA) ALONG THE SOUTHWEST CORNER LINE OF SAID SECTION 4, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89° 59' 12" E ALONG SAID SOUTH LINE A DISTANCE OF 603.04 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 4; THENCE DEPARTING ON THE SOUTH LINE OF SAID W 1/2 OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 4 A DISTANCE OF 1318.86 FEET TO THE NORTHEAST CORNER OF THE W 1/2 OF THE SW 1/4 OF THE SW 1/4; THENCE N 89° 53' 35" W ALONG THE NORTH LINE OF THE SW 1/4 OF THE SW 1/4 A DISTANCE OF 593.79 FEET TO A POINT THAT IS 55.00 FEET EAST OF THE NW CORNER OF THE SW 1/4 OF THE SW 1/4, THENCE S 00° 02' 15" E PARALLEL WITH THE WEST LINE OF SAID SW 1/4 OF THE SW 1/4 A DISTANCE OF 1319.83 TO THE POINT OF BEGINNING.

CONTAINING 18.216 ACRES

DEERFIELD LAND CORP.
BALL PARK
COMPOSITE EXHIBIT "A" page 4 of 6
BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-SHARF QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 25 SOUTH, RANGE 29 EAST; THENCE S 89° 53' 35" E ALONG THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER A DISTANCE OF 55.00 FEET; THENCE DEPARTING SAID SOUTH LINE ON A BEARING OF N 00° 02' 15" W PARALLEL WITH THE WEST LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER A DISTANCE OF 10.15 FEET; THENCE S 89° 53' 35" E A DISTANCE OF 395.69 FEET; THENCE S 41° 42' 25" E A DISTANCE OF 13.62 FEET TO THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER; THENCE S 89° 53' 35" E ALONG SAID SOUTH LINE A DISTANCE OF 103.01 FEET; THENCE DEPARTING SAID SOUTH LINE ON A BEARING OF N 47° 33' 18" E A DISTANCE OF 15.01 FEET; THENCE S 89° 53' 35" E A DISTANCE OF 399.53 FEET; THENCE S 35° 14' 17" E A DISTANCE OF 12.44 FEET TO THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER; THENCE S 89° 53' 35" E, ALONG SAID SOUTH LINE, A DISTANCE OF 56.62 FEET; THENCE DEPARTING SAID SOUTH LINE ON A BEARING OF N 35° 25' 30" E A DISTANCE OF 12.44 FEET; THENCE S 89° 53' 35" E A DISTANCE OF 115.86 FEET; THENCE S 30° 22' 35" E A DISTANCE OF 11.78 FEET TO THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER; THENCE S 89° 53' 35" E, ALONG SAID SOUTH LINE, A DISTANCE OF 45.14 FEET; THENCE DEPARTING SAID SOUTH LINE ON A BEARING OF N 24° 08' 06" E A DISTANCE OF 11.11 FEET; THENCE S 89° 53' 35" E A DISTANCE OF 23.00 FEET; THENCE S 78° 25' 05" E A DISTANCE OF 51.02 FEET TO THE SOUTH LINE OF SAID NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER; THENCE S 89° 53' 35" E ALONG SAID SOUTH LINE A DISTANCE OF 19.76 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 4; THENCE S 89° 49' 52" E ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 4 A DISTANCE OF 125.36 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF BERMUDA AVENUE, SAID POINT BEING ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1900.00 FEET; THENCE DEPARTING SAID SOUTH LINE NORTHWESTERLY ALONG SAID CURVE AND WESTERLY RIGHT OF WAY LINE A DISTANCE OF 110.89 FEET THROUGH A CENTRAL ANGLE OF 3° 20' 38" (CHORD BEARING N 5° 46' 41" W; CHORD DISTANCE OF 110.87 FEET); THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE ON A BEARING OF N 89° 53' 35" W A DISTANCE OF 1351.25 FEET; THENCE N 44° 53' 35" W A DISTANCE OF 25.00 FEET; THENCE N 89° 57' 45" W A DISTANCE OF 55.00 FEET TO THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 4; THENCE S 00° 02' 15" E, ALONG SAID WEST LINE, A DISTANCE OF 127.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.41 ACRES
August 9, 1995

Mr. Thomas Roehlk
Premark International, Inc.
1717 Deerfield Road
Deerfield, IL  60015

Re: Central Florida Pipeline Basement
File No. 94-22-2964.7

Dear Tom:

Enclosed herewith is the original Basement Agreement with Central Florida Pipeline Corporation which as you can see has been executed by Central Florida through its Vice President, David R. Schultz.

According to my file, this should bring the matter to a close since the consideration has been previously supplied to you; however, if there is anything further to be done, please let me know.

Sincerely,

JOHN R. RITCH, ESQUIRE

JBR/pc
Enc.
cc: Chuck Greenwald
    Gary Dickens
KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, Deerfield Land Corporation, a Delaware corporation, hereinafter called the Grantor, being the owner of, or having an interest in, land situated in the Counties of Osceola and Orange, State of Florida, more fully described on the attached Exhibit "A" (the "Grantor's Property") for the payment of Ten Dollars & Other Valuable Consideration ($10.00 and OVC), receipt of which is hereby acknowledged, does hereby grant, convey, and warrant unto Central Florida Pipeline Corporation, a Delaware corporation, 100 GATX Drive, Tampa, Florida 33605, hereinafter referred to as Grantee, and to its successors and assigns, subject to the terms, covenants and conditions set forth below, the perpetual right, privilege and easement to construct, maintain, operate, inspect, repair, replace or remove one (1) pipeline, a valve station, and a cathodic protection facility, and appurtenances thereto (the "Pipeline"), for the transportation of petroleum products under, across and through a strip or parcel of said land being more particularly described in attached Exhibit "B", Exhibit "C" and Exhibit "D" respectively (the "Pipeline Easement"), together with the right to utilize a portion of the Grantor's property, being more particularly described in attached Exhibit "G" and Exhibit "H" (the Temporary Construction Easement") for purposes of temporary working space during the initial construction of the Pipeline, except at road crossings, tie crossings or areas with unusual construction problems where additional, reasonable temporary working space may be utilized, with said Pipeline Easement and Temporary Construction Easement located as described in Exhibit "B", Exhibit "C" and Exhibit "D" being depicted on the attached drawings labeled Exhibit "E". The Temporary Construction Easement will terminate on the earlier of May 1, 1990, or the completion of initial construction of the Pipeline.

To have and to Hold unto said Grantee, its successors and assigns, together with the right of reasonable ingress to and egress from the Pipeline Easement across the Grantor's Property for the purposes of constructing, operating, inspecting, maintaining, replacing or removing the pipeline, in whole or in part, whenever the same is reasonable determined to be required by the Grantee, or the intention of the parties hereto that the Grantor may continue to use the land comprising the Pipeline Easement for the commercial and industrial purposes and other uses as described below; provided, however, that Grantor shall neither construct nor permit to be constructed any building, structure or other improvement upon the Pipeline Easement, nor make any other use of the Pipeline Easement which would directly, or unreasonably interfere with Grantee's use of the rights hereby conveyed, including reasonable access to the Pipeline Easement, and safe operation of its Pipeline.

Such further consideration for the payments made and to be made by Grantor hereunder and for the rights granted by Grantor, it further agreed by and between Grantor and Grantee as follows:

1. That the rights, duties, benefits and obligations hereunder shall be binding upon and shall inure to the benefit of Grantor, Grantee and their respective successors, heirs and assigns, including mortgagees.

2. Grantee acknowledges that Grantor intends to use Grantor's Property for the construction of a large scale commercial real estate project including, among other things, office, industrial and warehousing components that may adjoin or be a portion of the land comprising the Pipeline Easement. To that end, Grantor reserves the right to use the Pipeline Easement for paved parking, ingress to and egress from Grantor's Property, or portions thereof, landscaping, construction of limited signage, with foundations maintaining a thirty-six (36) inch clearance above the top of the Pipeline, to a load bearing pressure reasonably acceptable to Grantor, placement of utilities (so long as said utilities are placed in alignment more or less perpendicular to the Pipeline), retention-detention areas (so long as the lowest bottom grade of any retention-detention area is at least thirty-six (36) inches above the center of the top portion of the Pipeline), and curbing. Grantor may construct, operate, maintain and repair existing or future utility installation, and/or roads within the Pipeline Easement, provided, however, Grantor shall notify Grantee in advance of any such activities and carry on the installations and other activities to the specifications and approval of Grantee, which approval shall not be unreasonably withheld or delayed.

Grantee acknowledges that Grantor will or may develop and install lines for potable water, wastewater, effluent irrigation, telecommunications, cable and natural gas usage (collectively the "Additional Utilities"). Grantee further acknowledges that Grantor may or will dedicate the pipeline utilities described above (and related facilities) to the City of Kissimmee (or similar quasi-public or governmental authority), grant easements exclusively for the operation, maintenance and hook up of said pipeline utilities and Additional Utilities (and related facilities) more or less perpendicular to the easement granted herein to Grantee and grant additional easements for the operation and maintenance of facilities required for the Additional Utilities. Grantee agrees to such activities by Grantor, including the granting of easements for the construction, operation and maintenance of the Additional Utilities and easements to the City of Kissimmee, to the extent such activities and easements of said pipeline and the pipeline are consistent with the Pipeline Easement (and particularly this Paragraph 2) and will not interfere with Grantor's construction, operation and maintenance of the same, and access to its Pipeline.

Return to: Central Florida Pipeline Corporation, 3925 Imperial Parkway, Suite 10, Minneola, FL 34715
*unless said pipeline has been buried only twenty four (24") inches below the surface - asuant to the provisions of paragraph 3 hereof, in which event the clearance above top of the pipeline will be twenty four (24") inches.
That during construction, the Grantee will bury all line pipe to provide a minimum top of pipe cover of thirty-six (36") inches, except in rock where a minimum cover of twenty-four (24") inches will be provided.

That Grantee will not cause or allow the placement of any underground line or pipeline within the Pipeline Easement for those additional pipelines anticipated to be installed pursuant to paragraph 2.

That Grantee shall be entitled to construct and maintain and replace only one (1) Pipeline within this Pipeline Easement.

That Grantee will pay for any damages to Grantee's growing crops, grasses, trees, shrubbery, unrepaired water courses, water impoundments, fences, landscaping, paving, or signage or other property of Grantor or Grantor's Property caused by the construction, inspection, repair, replacement, removal, maintenance or operation of the Pipeline, provided, however, that the Grantee shall have the right (without liability for damages) from time to time after initial construction of the Pipeline to replace the right-of-way by clearing and removing therefrom trees, bushes and other obstructions that may, in Grantor's reasonable judgment or pursuant to regulatory mandates, interfere with Grantor's use of the Pipeline Easement.

That Grantee, after initial construction of the Pipeline, will restore the surface of all disturbed areas to their original contour as nearly as practicable.

That Grantee, after or in conjunction with maintenance, repair, inspection, replacement or removal of the Pipeline from the Pipeline Easement, will, at Grantee's cost and expense, restore landscaping, paving, signage, curbing and other portions of the Pipeline Easement to the condition in which the existed prior to such activities.

Grantee, prior to any maintenance, repair, inspection, replacement or removal of the Pipeline will notify Grantor and will conduct those activities so as not to cut off access from Grantor or Grantor's successors and so as to cause the least interruption to Grantor's (or its successors') business as is reasonably practicable.

That Grantee shall cause the topsoil to be removed separately for the full width of the pipe trench to a depth of twenty-four (24") inches or the actual topsoil depth, whichever is less, and to be replaced at the top of the backfill over the pipe trench.

That Grantee shall cause all rock excavated from the pipe trench across tillable land and having a diameter of three (3") inches or more, which rock cannot be replaced in the pipe trench to a depth consistent with that of rock in adjacent lands unaffected by the Pipeline construction, to be removed from the right-of-way in a reasonable manner satisfactory to the Grantee.

That, notwithstanding anything else to the contrary herein, this Pipeline Easement and all rights of Grantee hereunder, shall terminate and be of no further force and effect if construction activities and backfilling have not concluded by August 1, 1997.

In the event Grantee is rendered unable wholly or in part by force majeure to construct the Pipeline for which this easement provides, within the time frames described herein, it is agreed that on Grantee giving notice and full particulars of its force majeure to Grantor as soon as possible after the occurrence of the cause relied on, then the time frames set forth herein for Grantee to construct the Pipeline shall be extended for the continuance of any inability so caused, so far as such activities are affected by such force majeure; provided Grantee diligently pursues remedy of such cause, so far as practicable to do so, with all reasonable dispatch.

The term "force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, civil disturbances, explosions, breaching or accident to machinery, actions of government agencies or officials, and any other causes whether of the kind herein enumerated or otherwise, not within the control of the Grantee and which by the exercise of due diligence Grantee is unable to overcome.

If at any time the Pipeline Easement ceases being used for the purposes set forth herein for a period of eighteen (18) months, then this Easement, and the rights of Grantee hereunder, shall terminate and be of no further force and effect.

Grantee shall indemnify, defend and hold Grantor harmless (including costs and attorneys fees and such costs and fees on appeal) from and against any losses, claims, damages, actions, causes of action, judgments or awards against Grantor arising from or out of the use, construction, installation, operation, maintenance, repair, inspection, replacement or removal of the Pipeline or the Pipeline Easement, except to the extent any such losses, claims, damages, actions, causes of action, judgments or awards arise from or out of the negligence of Grantor or its successors.

That this Instrument may be executed in counterparts.

That the rights of the Grantee hereunder may be assigned in whole or in part.

This Instrument incorporates and describes all of the grants, undertakings, conditions and consideration of the parties. Grantor, in executing and delivering this Instrument, represents that he has not relied upon any promises, inducements or representations of the Grantee or its agents or employees, except such as are set forth herein.

Grantee hereby expressly acknowledges that the property over which this easement passes owned by Grantor is subject to an approved Development of Regional Impact Development Order which has been reviewed and evaluated by Grantee.
Grantee hereby warrants that any and all of its activities as conducted on the property will be in compliance with the terms of the Development of Regional Impact Development Order and shall defend, indemnify and hold Grantee harmless from any and all damage, liability or expense caused by Grantee's failure to comply with the Development of Regional Impact Development Order and further warrants to Grantor that the installation, construction and maintenance of the pipeline covered by this warrant shall be done in such a manner that is consistent with the Development of Regional Impact Order and will not jeopardize the continuing development of Grantor's project as a consequence of violating any of the terms of said Development Order. Grantee is not relying on Grantor in any manner to assist it either directly or indirectly in complying with said Development Order.

19. Grantor further warrants to the Grantee that it has received all necessary environmental permits and approvals for the construction, maintenance and repair of the pipeline which is the subject of this easement from all appropriate federal, state and local regulatory authorities and Grantee hereby specifically agrees to indemnify and hold Grantor harmless from any and all damage, liability or expense incurred by Grantor for Grantee's failure to have obtained said approvals.

20. Nothing in this document shall serve to diminish Grantee's obligation to conform to all applicable laws, regulations, codes and standards.

This instrument and the benefits and obligations herein contained shall issue to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Dated this 1970 day of July 1970

WITNESSES:

Print Name: Thomas M. Roper

Print Name: Carolyn Turnier

GRANTOR

DEERFIELD LAND CORPORATION,
a Delaware Corporation

By:

Print Name: Lisa Kendrick Richardson

Title: Vice President

(Corporate Seal)

GRANTEE

CENTRAL FLORIDA PIPELINE CORPORATION
a Delaware Corporation

By:

Print Name: David R. Schmalz

Title: Vice President

(Corporate Seal)
ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 5th day of July, 1994 by LINDA ZACHARY as Vice President of Deerfield Land Corporation, a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced ______________________ as identification.

LINDA ZACHARY
Notary Public, State of Illinois

(Seal)

LINDA ZACHARY
Notary Public, State of Illinois

PRINT NAME: ____________________________
COMMISSION NO.: 6/23/92
COMMISSION EXPIRES: 6/22/94

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of July, 1994 by DAVID R. SCHULTZ as Vice President of Central Florida Pipeline Corporation, a Delaware corporation, on behalf of the corporation. He/she is personally known to me or has produced ______________________ as identification.

BECKIE LEE LENNIE
Notary Public, State of Florida

(Seal)

BECKIE LEE LENNIE
Notary Public, State of Florida

PRINT NAME: ____________________________
COMMISSION NO.: 6/14/94
COMMISSION EXPIRES: 6/13/96
EXHIBIT "A"

GRANTOR'S PROPERTY

Property Owner: DEERFIELD LAND CORPORATION

Tract Numbers: 16°-OS-050, 16°-OR-002, 16°-OR-003 and 16°-OR-004

16°-OS-050

A parcel of land in Section 4, Township 25 South, Range 29 East, Osceola County, Florida, as described in OR Book 0904, Page 2135 and recorded in the Official Records of Osceola County, Florida.

16°-OR-002, 16°-OR-003 and 16°-OR-004

A parcel of land in Sections 34 and 35, Township 24 South, Range 29 East, Orange County, Florida, as described in OR Book 4044, Page 2384, and recorded in the Official Records of Orange County, Florida.
EXHIBIT "B"
RIGHT OF WAY EASEMENT
Owner: Deerfield Land Corporation

Tract Number -- 16"-OS-050

A strip of land for a pipeline right of way easement 30 feet in width and 4061.18 feet in length more or less, containing 3.004 acres more or less and extending 15 feet left and 15 feet right of the survey centerline being situated and located in Section 4, T-23-S, R-29-E, Osceola County, Florida, on over and through the lands which Grantors warrant they are the owners in fee simple and recorded in OR Book 904, Page 2136 Records of Osceola County, Florida, along with the right to use a strip of land 30 feet in width, containing 3.004 acres more or less, as temporary work space during construction except at road crossings or areas with unusual construction problems where additional work space may be utilized. Said temporary work space being located parallel and adjacent to the above described 30 foot pipeline right of way easement.

Tract Number -- 16"-OR-002

A strip of land for a pipeline right of way easement 30 feet in width and 1317.67 feet in length, containing 0.908 acres more or less and extending 15 feet left and 15 feet right of the survey centerline being situated and located in Section 34, Township 24 South, Range 29 East, Orange County, Florida, on over and through the lands which Grantors warrant they are the owners in fee simple and recorded in OR Book 4044, Page 2384 Records of Orange County, Florida, along with the right to use a strip of land 30 feet in width, containing 0.807 acres more or less as a temporary work space during construction. Said temporary work space being located parallel and adjacent to the above described 30 foot pipeline right of way easement.

Tract Number -- 16"-OR-003

A strip of land for a pipeline right of way easement 30 feet in width and 4060.33 feet in length, containing 2.756 acres more or less and extending 15 feet left and 15 feet right of the survey centerline being situated and located in Section 34, Township 24 South, Range 29 East, Orange County, Florida, on over and through the lands which Grantors warrant they are the owners in fee simple and recorded in OR Book 4044, Page 2384 Records of Orange County, Florida, along with the right to use a strip of land 30 feet in width, containing 2.804 acres more or less as a temporary work space during construction. Said temporary work space being located parallel and adjacent to the above described 30 foot pipeline right of way easement.

Tract Number -- 16"-OR-004

Parcel 1
A strip of land for a pipeline right of way easement 30 feet in width and 908.06 feet in length, containing 0.625 acres more or less and extending 15 feet left and 15 feet right of the survey centerline being situated and located in Sections 34 and 35, Township 24 South, Range 29 East, Orange County, Florida, on over and through the lands which Grantors warrant they are the owners in fee simple and recorded in OR Book 4044, Page 2384 Records of Orange County, Florida, along with the right to use a strip of land 30 feet in width, containing 0.625 acres more or less as a temporary work space during construction. Said temporary work space being located parallel and adjacent to the above described 30 foot pipeline right of way easement.

Parcel 2
A strip of land for a pipeline right of way easement 15 feet in width and 2024.84 feet in length, containing 0.697 acres more or less and extending 5 feet left and 10 feet right of the survey centerline being situated and located in Sections 34 and 35, Township 24 South, Range 29 East, Orange County, Florida, on over and through the lands which Grantors warrant they are the owners in fee simple and recorded in OR Book 4044, Page 2384 Records of Orange County, Florida, along with the right to use a strip of land 45 feet in width, containing 2.04 acres more or less as a temporary work space during construction. Said temporary work space being located parallel and adjacent to the above described 15 foot pipeline right of way easement.

Exhibit "B" -- Page 1 of 1
EXHIBIT "C"

VALVE STATION EASEMENT

Tract Number --16"-OR-004

Owner: DEERFIELD LAND CORPORATION

A parcel of land for a pipeline valve station easement being 13 feet in width, extending 6.5 feet Northerly and 6.5 feet Southerly of the proposed pipeline centerline, and being 24 feet in length, extending 12 feet Westerly and 12 feet Easterly of the centerline of the proposed pipeline valve, containing 0.007 acres more or less, being situated and located within Sections 34 and 35, Township 24 South, Range 29 East, Orange County, Florida, on over and through the lands which Grantors warrant they are the owners in fee simple and recorded in OR Book 4044, Page 2384, Records of Orange County, Florida.
EXHIBIT "D"

CATHODIC PROTECTION FACILITY EASEMENT

Tract Number --16"-OR-004

Owner: DEERFIELD LAND CORPORATION

A parcel of land for a cathodic protection facility easement being 10 feet in width and 125 feet in length, containing 0.029 acres more or less, and an additional strip of land as temporary work space during the construction of the cathodic protection facility, being 50 feet in width and 190 feet in length, containing 0.218 acres more or less, with said temporary work space being situated and located parallel and adjacent to the Easterly side of the above described cathodic protection facility easement, all within Sections 34 and 35, Township 24 South, Range 29 East, Orange County, Florida, on over and through the lands which Grantors warrant they are the owners in fee simple and recorded in OR Book 4044, Page 2384, Records of Orange County, Florida.