OSCEOLA COUNTY FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT FOR ROADWAY IMPROVEMENTS TO SATISFY REQUIREMENTS FOR PHASE 2 OF THE OSCEOLA CORPORATE CENTER DEVELOPMENT OF REGIONAL IMPACT

THIS FACILITATION OF PUBLIC INFRASTRUCTURE AGREEMENT (hereinafter referred to as the "Agreement"), is made and entered into this 15th day of December, 2003, by and between Deerfield Land Corporation, a Delaware corporation ("Deerfield") whose address is 14901 Orange Blossom Trail, Orlando, FL 32837 (sometimes referred to as "Owner”), and OSCEOLA COUNTY, a political subdivision of the State of Florida, whose address for the purposes of this Agreement is 1 Courthouse Square, Kissimmee, Florida 34741 (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, Owner owns certain real property located in Osceola County, Florida, and more particularly described on Exhibit “A” attached hereto (hereinafter referred to as the “Project” or the “Osceola Corporate Center DRI”), which is subject to that certain Development Order for The Osceola Corporate Center Development of Regional Impact ("DRI") recorded October 24, 1989 in Official Records Book 942, Page 1395, as amended by that certain First Amendment to Development Order recorded June 18, 1991 in Official Records Book 1019 Page 2879, and re-recorded July 10, 1991 in Official Records Book 1022, Page 1480, as amended by that certain Second Amendment to Development Order recorded October 18, 1995 in Official Records Book 1286, Page 1543, as amended by that certain Third Amendment to Development Order recorded September 27, 1996 in Official Records Book 1352, Page 1054, as amended by that certain Fourth Amendment to Development Order recorded January 8, 1997 in Official Records Book 1372, Page 1697, as amended by that certain Fifth Amendment to Development Order recorded October 23, 2000 in Official Records Book 1796, Page 943, as amended by that certain Sixth Amendment to Development Order recorded August 20, 2002 in Official Records Book 2096, Page 2762, as amended by that certain Seventh Amendment to Development Order

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003252574     DR 2413/1729
AML Date 12/30/2003 Time 11:46:16
WHEREAS, Paragraph 23 of the Eighth Amendment to Development Order, provides as follows:

The Osceola Corporate Center project shall not commence beyond [P]hase 1 or beyond an equivalent 29,151 external average daily trips (ADT) into Phase 2a where service levels are below service level “D” peak hour and the project contributes ten percent or greater to the capacity of the roadway or intersection at service level “C” as determined by the monitoring program required in the preceding recommendations, unless mitigation measures and/or improvements are secured and committed to occur before Phase 2b. Prior to the commencement of Phase 2a and all subsequent phases, the Applicant must also demonstrate, by means of a modeling study projecting such phase traffic, to the satisfaction of the local government of jurisdiction, the East Central Florida Regional Planning Council, the Department of Community Affairs and the Florida Department of Transportation that, where the project contributes ten percent or greater to the LOS “C” service volume of a facility, the applicable subphase of traffic (along with cumulative project traffic) will not adversely effect service levels (below service level “D” peak hour), or demonstrate that the necessary improvements are committed to occur during said applicable sub-phase. Proof of mitigation must include identification of committed funding source and a reasonable guarantee of scheduling within the required time frame. Otherwise, further building permits shall not be issued by Osceola County;

and

WHEREAS, Paragraph 28 of the Eighth Amendment to Development Order requires specific transportation facilities to be available at or before stated building thresholds; and

WHEREAS, the proposed Ninth Amendment to Development Order amends Paragraph 23 to read as follows:

Phase 2 of Osceola Corporate Center is approved and shall consist of 30,968 external average daily trips (60,119 trips inclusive of Phase 1). This approval requires the execution of two agreements.

The first agreement shall be between the applicant and the County and shall identify funding and construction responsibility for necessary improvements to the following links:

1. Osceola Parkway- Florida's Turnpike to Buenaventura Boulevard
2. Osceola Parkway- John Young Parkway to US 441  
3. John Young Parkway- Orange/Osceola County line to north of Carroll Street

The second agreement shall be between the applicant and the Florida Department of Transportation (FDOT) and shall identify funding and construction responsibility for necessary improvements to the following intersections:

1. US 192 and John Young Parkway  
2. Carroll Street and US 441

The applicant may not continue beyond a cumulative total of 33,520 external daily trips until the above two agreements have been executed by both the County and the FDOT. It is the intent of this Agreement to ensure that a committed funding source and a reasonable guarantee of scheduling within the required time frame occurs.

The Osceola Corporate Center project shall not commence beyond Phase 2 or beyond an equivalent 60,119 external average daily trips (ADT) into Phase 3 where service levels are below service level "D" peak hour and the project contributes ten percent or greater to the capacity of the roadway or intersection at service level "C" as determined by the monitoring program required in the preceding recommendations, unless mitigation measures and/or improvements are secured and committed to occur before Phase 3 and all subsequent phases, the Applicant must also demonstrate by means of a monitoring and modeling study projecting such phase traffic, to the satisfaction of the local government of jurisdiction, the East Central Florida Regional Planning Council, the Department of Community Affairs and the Florida Department of Transportation that, where the project contributes ten percent or greater to the LOS "C" service volume of a facility, the applicable sub-phase of traffic (along with cumulative project traffic) will not adversely affect service levels (below service level "D" peak hour), or demonstrate that the necessary improvements are committed to occur during said applicable sub-phase. Proof of mitigation must include identification of committed funding sources and a reasonable guarantee of scheduling within the required time frame. Otherwise, further building permits shall not be issued by Osceola County.

However, if the Developer can demonstrate that a portion of a given phase does not adversely affect the Regional Roadway network as determined by the monitoring and modeling tests discussed above, then the Developer may proceed with that portion of the Phase (and only that portion).

In order to provide limited flexibility to the landowner/applicant, while still protecting the interests of the public, the applicant shall limit the development of potential outparcels to a maximum of three separate parcels. Development of the outparcels, should any occur, may not result in any driveway curb cuts to Bermuda Avenue or Osceola Parkway beyond those already approved. In addition, total outparcel development may not exceed the square footage retail entitlements of the August/September 1996 NOPC Development Order modifications and may not exceed 10 percent of the trips allocated to retail Phase I.
WHEREAS, it is the intent of the County and the Owner that this Agreement satisfy the requirements of the Development Order, specifically paragraph 23, and to modify paragraph 28 of the Development Order, with respect to Phases 2a and 2b; and

WHEREAS, the monitoring and modeling program required by paragraphs 22 and 23 of the Development Order has concluded that the transportation improvements are required on the following roads for the full implementation of Phases 2a and 2b of the Osceola Corporate Center DRI (collectively referred to as "Phase 2"):

(i) Osceola Parkway Road Widening from John Young Parkway to Orange Blossom Trail;

(ii) John Young Parkway and Carroll Street intersection;

(iii) Carroll Street and Orange Blossom Trail intersection;

(iv) U.S. 192 and John Young Parkway intersection;

(v) Osceola Parkway Widening from Turnpike to BVL Boulevard;

Sometimes collectively referred to as the "Roadway Improvements." Specific components of the Roadway Improvements are attached hereto as Exhibit "B"; and

WHEREAS, the County and the Owner have agreed to be responsible for, or to cause the Florida Department of Transportation ("FDOT") to be partially responsible for, as more particularly described herein, the financing and construction of the Roadway Improvements as follows:

**Owner Responsibility:**

(i) U.S. 192 and John Young Parkway intersection; and

(ii) Carroll Street and Orange Blossom Trail intersection (hereinafter collectively referred to as the "Owner Roadway Improvements").

**County Responsibility:**

(i) Osceola Parkway Road Widening from John Young Parkway to Orange Blossom Trail;
(ii) John Young Parkway and Carroll Street intersection; and

(iii) Osceola Parkway Widening from Turnpike to BVL Boulevard (hereinafter collectively referred to as the "County Roadway Improvements").

WHEREAS, the County is also responsible for the improvement of John Young Parkway from Carroll Street to the Orange County line; and

WHEREAS, the Owner Roadway Improvements are improvements to state roads, and the Owner has entered into an agreement with the Florida Department of Transportation ("FDOT") regarding the completion of the Owner Roadway Improvements; and

WHEREAS, the County has determined that the completion of the Roadway Improvements pursuant to the terms of this Agreement through the mechanisms provided herein, would improve the transportation system in the County, would not result in cost increases to the County for the construction of the Roadway Improvements, would ensure that public facilities and services needed to support development are available concurrent with Phase 2 of the development in accordance with the approved Development Order for the Osceola Corporate Center DRI and is in the best interest of the public and benefits the health, safety and welfare of the citizens of the County; and

WHEREAS, the Owner and the County each warrant and represent to each other that they have full power and authority to enter into this Agreement; they have taken all necessary actions and obtained all necessary approvals to enter into this Agreement; this Agreement has been duly executed and delivered by them and constitutes the legal, valid and binding obligations of them, and this Agreement and the performance of the terms and conditions of this Agreement do not conflict with, and is not prohibited or limited by any agreement, contract or instrument to which they are a party or by which they are bound, or any statute, law, ordinance, rule or regulation applicable to them or by which they are bound; and
WHEREAS, the parties hereto have negotiated the terms, conditions and provisions of this Agreement at arm's length, have each made certain representations and have determined to rely upon the respective promises and covenants set forth herein.

NOW, THEREFORE, the Owner and the County in consideration of the promises and the benefits to them respectively, the rights and obligations of the parties as set forth in the commitments, covenants, promises, agreements and conditions of this Agreement, and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference and form a material part of this Agreement upon which the parties have relied.

Section 2. The Owner Roadway Improvements. The County and the Owner have determined that it is mutually beneficial for the Owner Roadway Improvements and the County Roadway Improvements to be constructed. The Owner Roadway Improvements are to be performed on roads which are under the jurisdiction of FDOT and will require the approval and consent of FDOT. The Owner has entered into an agreement with FDOT as referenced in section 3 below, which address the Owner Roadway Improvements.

Section 3. The FDOT Agreement. The executed agreement between the Owner and FDOT is attached hereto as Exhibit "C" (the "FDOT Agreement"). The parties agree that the terms of the FDOT Agreement satisfy the Owner's obligations hereunder with respect to the Owner Roadway Improvements and Phase 2 of the Osceola Corporate Center DRI.

Section 4. The County Roadway Improvements. The County is currently formulating its budget for the budget year(s) 2004-2008 (the County Capital Improvement Program ("CIP")). Notwithstanding that the entire County CIP is not yet finalized, the County has proceeded far enough in the County CIP process to commit to the funding of the County
Roadway Improvements in the budget year(s) 2004-2008. Approval of this Agreement by the County Commission satisfies the funding requirements for Phase 2 for purposes of the Ninth Amendment to Development Order.

Section 5. Phase 2 Approval. Execution of this Agreement by both parties will demonstrate that the necessary improvements for Phase 2 are committed to occur during Phase 2 as required by the Development Order. Pursuant to the Ninth Amended Development Order for the Osceola Corporate Center DRI adopted by the Osceola County Board of County Commissioners on December 15, 2003, this Agreement fulfills the requirements of the Development Order for the completion of all of Phase 2 of the Osceola Corporate Center DRI.

Section 6. Certificate of Concurrency. The parties agree that, by the performance of Owner of its obligations under this Agreement, Phase 2 is deemed vested through the year 2008 for transportation concurrency purposes.

Section 7. Annexation and Impact Fees. Deerfield agrees not to annex any portion of the Osceola Corporate Center DRI until the earlier of December 15, 2005 or the date the County and the City of Kissimmee negotiate and jointly execute an Agreement governing the terms and conditions of annexations and service delivery in the sector bounded by the Orange County line to the North; Dyer Avenue to the West; Michigan Avenue to the East and the existing City boundary to the South. Those who purchase property within the Osceola Corporate Center DRI from Deerfield are not bound by this limitation on timing of annexation. The County agrees to process the Notice of Proposed Change for Phase 3 of the Osceola Corporate Center DRI upon submittal by Deerfield in accordance with the timeframes set forth in Section 380.06(19), Florida Statutes, and agrees to expeditiously process approvals requested by those who purchase property in the Osceola Corporate Center DRI from Deerfield.

Section 8. Compliance with Laws and Regulations. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and
regulations pertaining to, or regulating, the acts of such party, including, but not limited to, those now in effect and hereafter adopted.


(a) Except as otherwise provided in this Agreement, whenever either party desires to give notice to the other, notice shall be sent to:

For the County: County Manager, Mr. Edwin Hunzeker
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741

With copies to: County Engineer, Chris Crowe, P.E.
1 Courthouse Square, Suite 1100
Kissimmee, Florida 34741

For the Owner: Deerfield Land Corporation
C/o Thomas Roehl, Vice President
14901 South Orange Blossom Trail
Orlando, Florida 32837

With copies to: Julie P. Kendig-Schrader
Greenberg Traurig, P.A.
450 S. Orange Avenue, Suite 650
Orlando, Florida 32801

(b) Any of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission with confirmed answer back if by telecopy, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 10. Entire Agreement. This Agreement and the Ninth Amendment to Development Order constitute the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement is solely for
the benefit of the parties hereto, and their successors and assigns, and no right, nor any cause of action shall accrue to or for the benefit of any third party.

Section 11. Binding Effect; Assignment. This Agreement shall run with the land and be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

Section 12. County's Obligation. This Agreement shall not be deemed to pledge the credit of the County nor to make the County a co-venturer or partner of the Owner.


(a) This Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida.

(b) Venue for any proceeding arising under this Agreement shall be in the Ninth Judicial Circuit in and for Osceola County, Florida as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

(c) In the event of a dispute between any of the parties hereto regarding the subject matter of this Agreement, they each agree to submit same to non-binding mediation and shall cooperate in good faith in appointing a qualified mediator and in attending and participating in mediation of such dispute. Each party shall pay their own attorney's and consultant fees and costs incurred in connection with any such mediation and shall split equally all fees and costs of the mediator. In the event that such dispute cannot be resolved by mediation, then the parties hereto shall have all rights and remedies available under Florida law in connection with the enforcement of the terms and conditions of this Agreement. Each party shall be responsible for its own attorney's fees and costs in the event of such dispute.
(d) By their execution hereof, each party hereto hereby knowingly, voluntarily and intentionally agrees to waive its right to jury trial in connection with any dispute arising from this Agreement.

Section 14. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

Section 15. Non-Waiver. No consent or waiver, expressed or implied, by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver to, or of, any other breach or default in the performance of that party, of the same of any other objection of performance incumbent upon that party. Failure on the party of either party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by that party of its rights and any remedies that exist under this Agreement, at law or in equity.

Section 16. Construction.

(a) This Agreement shall not be constructed against either party on the basis of it being the drafter of the Agreement. The parties agree that both herein played an equal party in reciprocity in drafting this Agreement.

(b) Capitalized terms contained herein shall have no more force nor effect than uncapitalized terms.

(c) Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation or construction of meaning of this Agreement.

Section 17. Severability. If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby and, to that end,
this Agreement shall continue to be enforced to the greatest extent possible consistent with law and the public interest including, but not limited to, the expenditure of public funds for lawful purposes.

Section 18. Further Assurances. The Owner and County agree to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

Section 19. Curative Periods. No default as to any provision of this Agreement on the part of any of the parties hereto shall be claimed or charged by any party against any other until notice thereof has been given to all parties in writing, and such default remains uncured for a period of ten (10) days after such notice.

Section 20. Exhibits. The Exhibits attached hereto are incorporated into this Agreement and are a part of the Agreement upon which the parties have relied.

Section 21. Reasonable Approval. In those instances in this Agreement in which a party's approval, consent or satisfaction is required, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

Section 22. Interpretation. This Agreement shall not operate as a development order or permit or a development approval of any type. No waiver of fulfillment of any condition or development arising from the County Comprehensive Plan or the Land Development Code of the County is intended and none shall be implied from the terms of this Agreement, unless specifically referenced herein.

Section 23. Condition Precedent. The final adoption and effectiveness of the Ninth Amendment to Development Order, as described in the Notice of Proposed Change to the Osceola Corporate Center DRI which was approved on December 15, 2003 is a prerequisite and condition precedent to the parties' obligations under this Agreement. Should the
Department of Community Affairs' approval of this Agreement be required, then such approval is also a condition precedent to the parties' obligations under this Agreement.

Section 24. Effective Date. This Agreement shall take effect on the later of: (i) the date that this Agreement is fully executed by the parties; or (ii) the date of completion of all conditions precedent contained in Section 23, above.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

OWNER:

DEERFIELD LAND CORPORATION, a Delaware corporation

By: [Name]

Name: [Name]

Its: Vice President & Secretary

Dated: 12/15/03

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 15th day of December, 2003, by [Name], as Vice President & Secretary of Deerfield Land Corporation, a Delaware corporation, on behalf of the corporation. He/She is personally known to me or produced [identification].

[Signature]

(Ptint Name)

Name of Notary

NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: D0180610
My Commission Expires: April 17, 2007
OSCEOLA COUNTY, FLORIDA, a Political subdivision of the State of Florida

Name: Ken Shipley
Its: 
Dated: 12-15-03

Witness Signature
Debra A. Davis
Printed Name
Debra A. Davis
Witness Signature
Teena Jenkins
Printed Name

ATTEST:

Tammy Ross
As County Clerk for Osceola County
Name: Tammy Ross

APPROVED AS TO FORM AND LEGALITY for the use and reliance by Osceola County, Florida, only.
Dated: 12-15-03
By:

STATE OF FLORIDA
COUNTY OF Osceola

Personally appeared before me, the undersigned authority, Ken Shipley and Tammy Ross, personally known to me to be the Chairman and Deputy Clerk of Osceola County, Florida, and acknowledges before me that he/she executed the foregoing instrument on behalf of Osceola County, as its true and act and deed, and that they were duly authorized to do so.
Witness my hand and official seal this 16th day of December, 2003.

DELORES T. WHALEY
(Print Name)

Name of Notary

DELORES T. WHALEY
Notary Public, State of Florida
Comm. No. DD 184486

NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: DD 184486
My Commission Expires: 02/17/2009
Exhibit 4
Legal Description for
Osceola Corporate Center Development of Regional Impact

A PORTION OF SECTIONS 2, 3 AND 4, TOWNSHIP 25 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(TRACT A)

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 3; THENCE RUN SOUTH 89°53'55" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1,207.97 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441, ACCORDING TO THE STATE ROAD DEPARTMENT RIGHT-OF-WAY MAPS OF STATE ROADS 500 AND 600, PROJECT NUMBER 242; THENCE SOUTH 06°53'55" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 136.99 FEET, TO A POINT OF CURVATURE OF CURVE, CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 11,409.20 FEET, A CENTRAL ANGLE OF 06°57'00", AN ARC LENGTH OF 1,383.94 FEET, A CHORD LENGTH OF 1,383.09 FEET, AND A CHORD BEARING OF SOUTH 03°25'28" EAST; THENCE SOUTH 00°03'02" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 2,757.07 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LAST AVENUE, ACCORDING TO THE PLAT OF MARYDIA, AS RECORDED IN PLAT BOOK "B", PAGE 67, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE SOUTH 12°19'52" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 57.77 FEET, TO A POINT ON THE NORTH LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 224, PAGE 737, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE NORTH 89°57'03" WEST, ALONG SAID NORTH LINE 503.78 FEET, TO A POINT ON THE WEST LINE OF SAID PARCEL OF LAND; THENCE SOUTH 00°15'25" WEST, ALONG SAID WEST LINE, 412.88 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CONGDEN STREET, HAVING A RIGHT-OF-WAY WIDTH OF 50.00 FEET; THENCE NORTH 89°57'03" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 148.00 FEET, TO A POINT ON THE WEST LINE OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 117, PAGE 502, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE NORTH 00°15'25" EAST, ALONG SAID WEST LINE, 788.97 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH
89°56'41" WEST, ALONG SAID SOUTH LINE, 660.00 FEET, TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 00°15'25" WEST, ALONG SAID EAST LINE, 847.35 FEET, TO A POINT THAT IS 466.69 FEET NORTHERLY, ALONG SAID EAST LINE, FROM THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE NORTH 89°51'58" WEST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 466.69 FEET; THENCE SOUTH 00°15'25" WEST, PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 466.69 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE NORTH 89°51'58" WEST, ALONG SAID SOUTH LINE, 2179.05 FEET, TO THE SOUTH QUARTER CORNER OF SAID SECTION 4; THENCE NORTH 00°36'19" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1315.73 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 89°53'35" WEST, ALONG SAID LINE, 1964.36 FEET, TO A POINT ON THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE SOUTH 00°10'45" EAST, ALONG SAID LINE 1318.86 FEET, TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE NORTH 89°59'12" WEST, ALONG SAID SOUTH LINE, 658.04 FEET, TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE NORTH 00°02'15" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2639.84 FEET, TO THE WEST QUARTER CORNER OF SAID SECTION 4; THENCE NORTH 00°10'26" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2635.51 FEET, TO THE NORTHWEST CORNER OF SAID SECTION 4; THENCE SOUTH 89°47'52" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2570.26 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 4; THENCE SOUTH 89°55'06" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 2654.37 FEET, TO THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 24 SOUTH, RANGE 29 EAST; THENCE SOUTH 89°46'55"EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 70.75 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH

(TRACT B/LOT 1)

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 3; THENCE RUN SOUTH 89°53'55" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1308.72 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441, ACCORDING TO THE STATE ROAD DEPARTMENT RIGHT-OF-WAY MAPS OF STATE ROADS 500 AND 600, PROJECT NUMBER 242, FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°53'55" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1284.10 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 89°55'44" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 2480.98 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 527 ACCORDING TO THE STATE ROAD DEPARTMENT MAINTENANCE MAP OF STATE ROAD 527, SECTION NUMBER 92020; THENCE SOUTH 18°36'20" WEST, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE, 1686.65 FEET; THENCE CONTINUE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 527 ACCORDING TO THE RIGHT-OF-WAY MAPS OF THE BUENAVENTURA BOULEVARD EXTENSION PREPARED BY ARRINGTON-HOBBS IN 1985, THE FOLLOWING COURSES: NORTH 71°23'40" WEST, 3.04 FEET, TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE SOUTHERLY, ALONG SAID CURVE HAVING A RADIUS OF 1546.40 FEET, A CENTRAL ANGLE OF 27°27'29"", AN ARC LENGTH OF 741.09 FEET, A CHORD LENGTH OF 734.02 FEET, AND A CHORD BEARING OF SOUTH 05°06'49" WEST; THENCE SOUTH 81°23'05" WEST, 10.00 FEET, TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE SOUTHERLY, ALONG SAID CURVE HAVING A RADIUS OF 1556.40 FEET, A CENTRAL ANGLE OF 13°45'19"", AN ARC LENGTH OF 373.65 FEET, A CHORD LENGTH OF 372.76 FEET, AND A CHORD BEARING OF SOUTH 15°29'35" EAST; THENCE SOUTH 22°22'14" EAST, 24.42 FEET; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DART BOULEVARD ACCORDING TO THE SAID RIGHT-OF-WAY MAPS OF THE BUENAVENTURA BOULEVARD EXTENSION, THE FOLLOWING COURSES: SOUTH 21°17'14" WEST, 73.16 FEET, TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTH-WESTERLY, ALONG SAID CURVE HAVING A RADIUS OF 1507.40 FEET, A CENTRAL ANGLE OF 19°02'31"", AN ARC LENGTH OF 500.97 FEET, A CHORD LENGTH OF 498.67 FEET, AND A CHORD BEARING OF SOUTH
54°32'16" WEST; THENCE SOUTH 45°01'01" WEST, 166.24 FEET; THENCE NORTH 44°58'59" WEST, 5.00 FEET; THENCE SOUTH 45°01'01" WEST, 316.80 FEET, TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY, ALONG SAID CURVE HAVING A RADIUS OF 1352.40 FEET, A CENTRAL ANGLE OF 41°29'25", AN ARC LENGTH OF 979.33 FEET, A CHORD LENGTH OF 958.07 FEET, AND A CHORD BEARING OF SOUTH 65°45'43" WEST; THENCE SOUTH 03°29'34" EAST, 15.00 FEET, TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY; THENCE WESTERLY, ALONG SAID CURVE HAVING A RADIUS OF 1367.40 FEET, A CENTRAL ANGLE OF 03°30'35", AN ARC LENGTH OF 83.76 FEET, A CHORD LENGTH OF 83.75 FEET, AND A CHORD BEARING OF SOUTH 88°15'43" WEST; THENCE NORTH 89°58'59" WEST, 1351.78 FEET; THENCE NORTH 56°16'59" WEST 90.41 FEET, TO A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 441; THENCE NORTH 00°03'02" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 2256.39 FEET, TO A POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY; THENCE NORTHERLY, ALONG SAID CURVE HAVING A RADIUS OF 11509.20 FEET, A CENTRAL ANGLE OF 06°57'00", AN ARC LENGTH OF 1396.07 FEET, A CHORD LENGTH OF 1395.21 FEET, AND A CHORD BEARING OF NORTH 03°25'28" WEST; THENCE NORTH 06°53'55" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 124.71 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH

(TRACT C)

BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE RUN SOUTH 00°00'03" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 659.68 FEET, TO A POINT ON THE SOUTH LINE OF LOT 8 OF R.C. SLIGHS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 88 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE SOUTH 89°55'05" EAST, ALONG SAID SOUTH LINE, 549.30 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE SOUTH 12°17'55" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 2025.37 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF DART BOULEVARD, ACCORDING TO THE RIGHT-OF-WAY MAPS OF THE BUENAVENTURA BOULEVARD EXTENSION PREPARED BY ARRINGTON-HOBBES IN 1985; THENCE WESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 89°41'17" WEST, 187.96 FEET; THENCE NORTH 00°18'43" EAST, 10.00 FEET; THENCE NORTH
89°41'17" WEST, 82.31 FEET, TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY; THENCE WESTERLY, ALONG SAID CURVE HAVING A RADIUS 1507.40 FEET, A CENTRAL ANGLE OF 18°58'46", AN ARC LENGTH OF 499.33 FEET, A CHORD LENGTH OF 497.05 FEET, AND A CHORD BEARING OF SOUTH 80°49'21" WEST; THENCE NORTH 66°02'23" WEST, 73.48 FEET; THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 527, ACCORDING TO THE SAID RIGHT-OF-WAY MAPS OF THE BUENAVENTURA BOULEVARD EXTENSION THE FOLLOWING COURSES: NORTH 22°22'14" WEST, 24.42 FEET, TO A POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY; THENCE NORTHERLY, ALONG SAID CURVE HAVING A RADIUS OF 1466.40 FEET, A CENTRAL ANGLE OF 06°27'31", AN ARC LENGTH OF 165.30 FEET, A CHORD LENGTH OF 165.21 FEET, AND A CHORD BEARING OF NORTH 19°08'29" WEST; THENCE SOUTH 74°05'17" WEST, 10.00 FEET, TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY; THENCE NORTHERLY, ALONG SAID CURVE HAVING A RADIUS OF 1476.40 FEET, A CENTRAL ANGLE OF 34°45'17", AN ARC LENGTH OF 895.56 FEET, A CHORD LENGTH OF 881.90 FEET, AND A CHORD BEARING OF NORTH 01°27'55" EAST; THENCE NORTH 71°13'03" WEST, 7.92 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 527 ACCORDING TO THE STATE ROAD DEPARTMENT MAINTENANCE MAP OF STATE ROAD 527, SECTION NUMBER 92020; THENCE NORTH 18°46'57" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 938.46 FEET; THENCE NORTH 18°54'44" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 500.00 FEET; THENCE NORTH 16°39'12" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 267.23 FEET, TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE SOUTH 89°55'44" EAST, ALONG SAID NORTH LINE, 227.39 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH

(TRACT D)

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 3; THENCE RUN SOUTH 00°00'03" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 2638.71 FEET, TO THE EAST QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 00°00'00" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 130.00 FEET, TO A POINT
ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DART BOULEVARD ACCORDING TO THE RIGHT-OF-WAY MAPS OF THE BUENAVENTURA BOULEVARD EXTENSION PREPARED BY ARRINGTON-HOBBs IN 1985, FOR THE POINT OF BEGINNING; THEN CONTINUE SOUTH 00'00"00" WEST, ALONG THE SAID EAST LINE OF THE SOUTHEAST QUARTER, 645.98 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE SOUTH 12'17"55" WEST, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE, 546.35 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTH HALF OF SAID SECTION 3; THENCE NORTH 89°58'59" WEST, ALONG SAID SOUTH LINE, 1623.67 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 527, ACCORDING TO SAID RIGHT-OF-WAY MAPS OF BUENAVENTURA BOULEVARD EXTENSION, BEING A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 484.16 FEET, A CENTRAL ANGLE OF 13°44'15", AN ARC LENGTH OF 116.08 FEET, A CHORD LENGTH OF 115.81 FEET, AND A CHORD BEARING OF NORTH 10°25'51" WEST; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF DART BOULEVARD FOLLOWING COURSES: NORTH 18°44'52" EAST, 114.08 FEET, TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, THENCE NORTHEASTERLY, ALONG SAID CURVE HAVING A RADIUS OF 1507.40 FEET, A CENTRAL ANGLE OF 12°47'40", AN ARC LENGTH OF 336.61 FEET, A CHORD LENGTH OF 335.91 FEET, AND A CHORD BEARING OF NORTH 51°24'51" EAST; THENCE NORTH 45°01'01" EAST, 316.80 FEET; THENCE NORTH 44°58'59" WEST, 10.00 FEET, THENCE NORTH 45°01'01" EAST, 166.24 FEET, TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY, ALONG SAID CURVE HAVING A RADIUS 1367.40 FEET, A CENTRAL ANGLE OF 45°17'43", AN ARC LENGTH OF 1081.00 FEET, A CHORD LENGTH OF 1053.07 FEET, AND A CHORD BEARING OF NORTH 67°39'53" EAST; THENCE SOUTH 89°41'17" EAST, 153.12 FEET, TO POINT OF BEGINNING.

SAID LANDS LYING IN UNINCORPORATED OSCEOLA COUNTY, FLORIDA AND CONTAINING 1055.7 ACRES MORE OR LESS.
LESS:

OSCEOLA COUNTY BALL PARK LANDS CONTAINING 18.20 ACRES MORE OR LESS;
OSCEOLA COUNTY ROAD RIGHTS OF WAY CONTAINING 79.23 ACRES MORE OR LESS;
OSCEOLA COUNTY STORMWATER PONDS CONTAINING 12.28 ACRES MORE OR LESS;
AND, OSCEOLA COUNTY WETLAND PURCHASE CONTAINING 3.50 ACRES MORE OR
LESS.

LESS:

A PORTION OF LOT 1 AND TRACT B, 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, BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, 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; THENCE NORTH 00°03’02”
EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 639.32 FEET; THENCE
SOUTH 89°56’58” EAST, A DISTANCE OF 45.71 FEET TO A POINT ON THE EAST RIGHT OF
WAY LINE OF U.S. HIGHWAY 441 (S.R. 500 AND 600) FOR THE POINT OF BEGINNING,
(SAID EAST RIGHT OF WAY LINE, ACCORDING TO OR BOOK 2020, PAGE 1305 OF THE
PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA); THENCE NORTH 00°03’02” EAST,
ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 105.40 FEET; THENCE NORTH
89°56’58” WEST, A DISTANCE OF 13.93 FEET; THENCE NORTH 00°03’02” EAST, A
DISTANCE OF 29.60 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, RUN
SOUTH 89°56’58” EAST, A DISTANCE OF 337.69 FEET; THENCE NORTH 00°03’02” EAST, A
DISTANCE OF 286.46 FEET; THENCE SOUTH 89°56’58” EAST, A DISTANCE OF 248.48
FEET; THENCE SOUTH 58°11’25” EAST, A DISTANCE OF 191.37 FEET; THENCE SOUTH
78°06’15” EAST, A DISTANCE OF 433.88 FEET; THENCE SOUTH 67°37’57” EAST, A
DISTANCE OF 182.95 FEET; THENCE SOUTH 02°06’35” EAST, A DISTANCE OF 255.99
FEET TO A POINT ON THE NORTH LINE OF WETLAND NUMBER 31A, ACCORDING TO
THE DEED OF CONSERVATION EASEMENT RECORDED IN OR BOOK 1700, PAGE 1888 OF
THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND ALSO RECORDED IN OR
BOOK 5938, PAGE 3483 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;
THENCE ALONG THE NORTH LINE OF SAID WETLAND 31A, THE FOLLOWING COURSES AND DISTANCES, SOUTH 86°59'07" WEST, A DISTANCE OF 38.35 FEET; THENCE SOUTH 52°02'53" WEST, A DISTANCE OF 83.18 FEET; THENCE SOUTH 39°13'24" WEST, A DISTANCE OF 40.73 FEET; THENCE SOUTH 42°16'22" EAST, A DISTANCE OF 31.68 FEET; THENCE SOUTH 45°49'27" WEST, A DISTANCE OF 13.38 FEET; THENCE NORTH 50°53'30" WEST, A DISTANCE OF 15.45 FEET; THENCE SOUTH 27°09'24" WEST, A DISTANCE OF 66.08 FEET; THENCE SOUTH 49°03'55" WEST, A DISTANCE OF 69.03 FEET; THENCE SOUTH 19°24'13" WEST, A DISTANCE OF 47.16 FEET; THENCE SOUTH 19°55'06" WEST, A DISTANCE OF 29.89 FEET; THENCE SOUTH 52°02'30" WEST, A DISTANCE OF 28.86 FEET; THENCE SOUTH 59°14'35" WEST, A DISTANCE OF 42.78 FEET; THENCE SOUTH 34°05'34" WEST, A DISTANCE OF 62.51 FEET; THENCE SOUTH 71°28'48" WEST, A DISTANCE OF 25.75 FEET THENCE SOUTH 24°35'05" WEST, A DISTANCE OF 43.41 FEET; THENCE SOUTH 50°52'11" WEST, A DISTANCE OF 76.20 FEET; THENCE SOUTH 86°44'29" WEST, A DISTANCE OF 55.66 FEET; THENCE SOUTH 72°01'36" WEST, A DISTANCE OF 42.24 FEET; THENCE SOUTH 72°01'36" WEST, A DISTANCE OF 26.30'00" WEST, A DISTANCE OF 24.93 FEET; THENCE SOUTH 03°22'10" EAST, A DISTANCE OF 26.08 FEET; THENCE SOUTH 89°41'49" WEST, A DISTANCE OF 200.61 FEET; THENCE NORTH 89°55'05" WEST, A DISTANCE OF 149.08 FEET; THENCE SOUTH 83°00'43" WEST, A DISTANCE OF 103.92 FEET; THENCE SOUTH 88°27'08" WEST, A DISTANCE OF 38.89 FEET; THENCE DEPARTING SAID NORTH LINE OF WETLAND 31A; RUN NORTH 00°06'38" WEST, A DISTANCE OF 645.10 FEET; THENCE NORTH 89°56'58" WEST, A DISTANCE OF 305.90 FEET TO THE POINT OF BEGINNING.

CONTAINS 19.99 ACRES, MORE OR LESS.

TOTAL PROJECT ACREAGE: 922.5 ACRES.
EXHIBIT 2 (Figure R-1 from ECFRPC)
Exhibit “B”

Osceola County Facilitation of Public Infrastructure Agreement for Roadway Improvements to Satisfy Requirements for Phase 2 of The Osceola Corporate Center Development of Regional Impact

ROADWAY IMPROVEMENTS

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Segment or Location</th>
<th>Type of Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Young Parkway</td>
<td>US 192 Intersection</td>
<td>SBThru/EBRT/WBRT</td>
</tr>
<tr>
<td>US 441/S.O.B.T.</td>
<td>Carroll St. Intersection</td>
<td>NBRT/EBRT</td>
</tr>
<tr>
<td>John Young Parkway</td>
<td>Carroll St. Intersection</td>
<td>NBRT/SBRT/EBLT/WBRT</td>
</tr>
<tr>
<td>Osceola Parkway</td>
<td>J.Y.P. to US 441/O.B.T.</td>
<td>Widen to 6 thru lanes</td>
</tr>
<tr>
<td>Osceola Parkway</td>
<td>Turnpike to BVL Blvd.</td>
<td>Widen to 6 thru lanes</td>
</tr>
</tbody>
</table>

Notes:

1. Osceola County reserves the right to adjust the intersection improvements, as long as the same effective capacities are maintained consistent with the Phase 2 Monitoring and Modeling Study of the Osceola Corporate Center DRI.

2. O.B.T.=Orange Blossom Trail, J.Y.P.=John Young Parkway, NB=northbound, SB=southbound, EB=eastbound, WB=westbound, RT=right turn lane, LT=left turn lane, Thru=through lane.
OSCEOLA CORPORATE CENTER DRI TRANSPORTATION PROPORTIONATE SHARE AGREEMENT

This Transportation Proportionate Share Agreement ("Agreement") is made and entered into by and between DEERFIELD LAND CORPORATION, a Delaware Corporation, ("Developer"), and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida ("FDOT").

WITNESSETH:

WHEREAS, Developer is the developer of the Osceola Corporate Center Development of Regional Impact ("DRI" or the "Project") located on the real property in Osceola County, Florida. The Project has undergone DRI review and been approved by the Osceola County Board of County Commissioners; and

WHEREAS, a monitoring and modeling study completed pursuant to the Osceola Corporate Center Development Order for the Project (the "Development Order") anticipates certain state road transportation impacts as a consequence of the development of Phase 2 of the Project as defined in the Ninth Amendment to Development Order for the DRI ("Phase 2") which will require improvements to the intersection of John Young Parkway and U.S. 192 (the "192 Improvement") and to the intersection of Carroll Street and Orange Blossom Trail (the "OBT Improvement", together with the 192 Improvement collectively referred to as the "Needed Transportation Improvements"); and

WHEREAS, the Needed Transportation Improvements are more specifically described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the Development Order provides for mitigation to address the traffic impacts of Phase 2 of the DRI through assurances of construction of the Needed Transportation Improvements; and

WHEREAS, pursuant to this Agreement, a means is provided by which the Developer will pay a cash assessment of the proportionate share of the cost of constructing the Needed Transportation Improvements required to mitigate for the significant transportation impacts of the Project under Chapter 380, F.S. and Chapter 9J-2, F.A.C., and

WHEREAS, pursuant to this Agreement, the Developer has made a binding commitment to make a cash payment, or in lieu of a cash payment may post an irrevocable letter of credit as
further described herein, of $2.6 million as its proportionate share of the cost of the Needed Transportation Improvements required for the Project; and

WHEREAS, pursuant to Rule 9J-2.045(7), F.A.C., Osceola County or the City of Kissimmee, as the governing jurisdiction for the DRI, and FDOT have agreed to accept the cash payment to FDOT and a commitment on the part of FDOT to construct the Needed Transportation Improvements as adequately mitigating the transportation impacts of Phase 2 of the Project on all significantly impacted state and regional roadways within their maintenance jurisdictions through build-out of Phase 2 of the Osceola Corporate Center DRI, as required by Chapter 380, F.S. and Chapter 9J-2, F.A.C.; and

WHEREAS, FDOT agrees that it shall take all steps necessary for completion of the Needed Transportation Improvements and shall use its good faith efforts to complete construction of the Needed Transportation Improvements within 5 years of the effective date of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are hereby incorporated by the parties as part of this Agreement as if fully set forth herein.

2. **Proportionate Share Calculation.** Developer and FDOT agree that Two Million, Six Hundred Thousand Dollars ($2,600,000.00) is the proportionate share payment amount ("DRI Proportionate Share") required under Rule 9J-2.045(7)(h), F.A.C. to mitigate the transportation impacts of Phase 2 of the Osceola Corporate Center DRI on the Needed Transportation Improvements through Phase 2 build out. The DRI Proportionate Share is based upon the build-out of Phase 2 and includes direct and indirect costs of the Needed Transportation Improvements, including right of way, where applicable. The DRI Proportionate Share is the maximum amount the Developer will be required to pay (or cause to be paid) through build-out of Phase 2 of the Osceola Corporate Center DRI, notwithstanding any subsequent upward variance in the actual cost of Needed Transportation Improvements or actual traffic impacts created by the Project. Developer and FDOT acknowledge that the calculation of, and agreement regarding, the maximum amount of the DRI Proportionate Share constitute material inducements for the parties to enter into this Agreement.

3. **Developer’s DRI Proportionate Share.** The DRI Proportionate Share shall be composed of and paid out as follows:

   (a) Developer and FDOT agree that Two Million, Six Hundred Thousand Dollars ($2,600,000.00) is the proportionate share amount to be paid by Developer for the Needed Transportation Improvements.

   (b) Developer shall pay the entire amount of the Developer’s DRI Proportionate Share to FDOT. FDOT acknowledges and agrees that, as provided in paragraph 2(b) above, in lieu of depositing cash with FDOT, the Developer at its option, may post with
FDOT an irrevocable letter of credit acceptable to FDOT, in the amount equal to the DRI Proportionate Share ($2,600,000.00), to secure the payment of the DRI Proportionate Share. Said letter of credit can be drawn upon by FDOT 90 days prior to FDOT’s advertising for the construction of the first of the Needed Transportation Improvements, in an amount allocated to that improvement as provided in Section 3(e) below. The remainder of the letter of credit can be drawn upon by FDOT 90 days prior to FDOT’s advertising for the construction of the second of the Needed Transportation Improvements. Said letter of credit shall be in a form and from an institution reasonably acceptable to FDOT. Prior to drawing on the letter of credit, FDOT shall give the Developer thirty days prior written notice of its intent to draw upon the letter of credit, in which event the Developer shall have the right, during the thirty day period, to pay the amount of the DRI Proportionate Share for the applicable improvement to FDOT, in which event the portion of the letter of credit for that improvement shall be deemed cancelled and released.

(c) Developer will provide to FDOT a standby letter of credit in the amount of the DRI Proportionate Share prior to issuance of building permits for Phase 2 of the DRI, but no later than the tenth (10th) day following the effectiveness of Phase 2 approval of the Developer’s DRI or the execution and effectiveness of the Developer’s public infrastructure agreement with Osceola County, whichever comes later. The amount of the letter of credit shall be reduced accordingly upon payment of any portion of the DRI Proportionate Share by Developer to FDOT.

(d) In the event the letter of credit posted by Developer hereunder expires or is dishonored or rejected for any reason whatsoever such that the Developer’s DRI Proportionate Share is not secured or paid to FDOT as required hereunder, then no further building permits for Phase 2, or subsequent phases, shall be issued until the Developer provides full payment in cash or a substitute letter of credit or other form of security acceptable to FDOT.

(e) The Developer hereby agrees to pay to FDOT as indicated herein the total sum of $2,600,000.00 as its DRI Proportionate Share for the Needed Transportation Improvements, which cumulatively comprise the DRI Proportionate Share allocated as follows:

<table>
<thead>
<tr>
<th>Intersection</th>
<th>Project Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Young Pkwy/Carroll</td>
<td>$520,000.00</td>
</tr>
<tr>
<td>John Young Pkwy/ SR 192</td>
<td>$2,080,000.00</td>
</tr>
</tbody>
</table>

TOTAL $2,600,000.00

4. **Satisfaction of DRI Transportation Improvement Requirements.** Based upon the use of the DRI Proportionate Share as required herein and FDOT’s commitment to use good faith efforts to complete the Needed Transportation Improvements within 5 years of the effective date of this Agreement;
(a) The Project shall be deemed to have satisfied all requirements under Chapter 380, F.S., Chapter 9J-2, F.A.C. and Osceola County and/or City of Kissimmee concurrency management, as applicable, for the mitigation of the traffic impacts of the Osceola Corporate Center DRI on all state and regional roads through build-out of Phase 2 of the Project, and

(b) The Developer shall be entitled under Chapter 380, F.S. and Chapter 9J-2, F.A.C. to fully and completely develop the Project through Phase 2 of the Project.

5. Construction of the Needed Transportation Improvements. FDOT acknowledges and agrees that the FDOT shall expeditiously apply the Developer’s DRI Proportionate Share toward the cost of the Needed Transportation Improvements in accordance with the standard designs and design criteria of FDOT with respect to such facilities.

(a) FDOT shall allocate, reserve and utilize the entire amount of the Developer’s DRI Proportionate Share toward the cost of the Needed Transportation Improvements and, upon the payment of the DRI Proportionate Share or posting of the letter of credit as described herein, shall use its good faith efforts towards amending its Five Year Work Program so as to commit this funding to the improvements, which Five Year Work Program shall end not later than five years from the effective date of this Agreement.

(b) In the event that construction of the Needed Transportation Improvements becomes impractical, FDOT shall, upon approval of Developer, Osceola County or the City of Kissimmee (whichever is the jurisdiction with authority over the DRI), the East Central Florida Regional Planning Council and the State of Florida Department of Community Affairs, commit to mutually acceptable alternate improvements.

6. Governing Law/Binding Effect. This Agreement shall be interpreted and governed by Florida law. Each of the parties hereto warrants and represents this Agreement is valid, binding and enforceable against them in accordance with the terms and conditions of Florida law.

7. Remedies. The parties hereto shall have all rights and remedies provided hereunder and under Florida law with respect to enforcement of the terms of this Agreement and hereby acknowledge and agree that each party hereto shall have the right and remedy to bring an action or actions for specific performance and other such equitable or injunctive relief as appropriate or necessary to enforce this Agreement. The parties agree that the venue for any enforcement action shall be the Circuit Court in and for Osceola County. The parties further acknowledge and agree that, in the event the Developer fails to pay the entire amount of the DRI Proportionate Share as provided herein, no building permits for Phase 2 (or subsequent phases) of the DRI shall be issued until the required payment is made or letter of credit is provided.

8. Notice of Default. No party shall be considered in default for failure to perform under this Agreement until such party has received written notice specifying the nature of such default or failure to perform and said party fails to cure said default or fails to perform within thirty (30) days of receipt of said written notice.
9. **Notice.** All notices which are required or permitted under this Agreement shall be
given to the parties by certified mail, return receipt requested, hand delivery or express courier,
and shall be effective upon receipt when delivered to the parties at the addresses set forth herein
below (or such other address as provided by the parties by written notice delivered in accordance
with this paragraph):

If to Developer:  
Thomas Roehlk, Esq.  
Vice President  
Deerfield Land Corporation  
14901 Orange Blossom Trail  
Orlando, Florida 32837

With a copy to:  
Julie Kendig-Schrader, Esq.  
Greenberg Traurig, PA.  
450 South Orange Avenue  
6th Floor  
Orlando, FL 32801

If to FDOT:  
District Secretary  
Florida Department of Transportation  
719 South Woodland Avenue  
DeLand, FL 32720

With a copy to:  
General Counsel  
Florida Department of Transportation  
719 South Woodland Avenue  
DeLand, FL 32720

10. **Amendment.** No amendment, modification or other changes in this Agreement
shall be binding upon the parties unless in writing executed by both of the parties.

11. **Successors and Assigns Bound.** The rights and obligations contained in this
Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of
the parties hereto, including any successor in title to the Developer with respect to the Project.

12. **Recording.** Developer shall record this Agreement in the Public Records of
Osceola County, Florida at Developer's expense.

13. **Effective Date.** This Agreement shall become effective upon the later of the date
of execution by all parties hereto or the effective date of the currently pending Ninth Amendment
to Development Order for the Osceola Corporate Center Development of Regional Impact and
the Public Infrastructure Agreement which may be entered into by Developer and Osceola
County, whichever is later.

14. **Counterparts.** This Agreement may be executed in any number of counterparts,
each of which, when executed and delivered, shall be an original, but all counterparts shall
together constitute duplicates of one and the same instrument.
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in manner and form sufficient to bind them as of the date set forth herein below.

Witnesses:

[Signatures]

DEERFIELD LAND CORPORATION

By:

[Signature]

Thomas Roehlk
Vice President

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 4th day of November, 2003 by Thomas Roehlk, the Vice President of Deerfield Land Corporation, a Delaware corporation, on behalf of said corporation. He is personally known to me _____ OR has produced identification _____; type of identification produced ___________, and did/did not take an oath.

[Signature of Notary]

Susan R. Coumes

[Typed Name of Notary]
Notary Public, State of Florida at Large
Commission No. DD 180610
My commission expires: April 19, 2007
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: ____________________________
Print Name: Michael Snyder
District Secretary

Kerry Marchese
(Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE
WILLIAM

The foregoing instrument was acknowledged before me this 24 day of NOV, 2003 by Michael Snyder, the District Secretary of the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, on behalf of said Department who is personally known to me or has produced ______________ as identification, and did/did not take an oath.

Linda S. Underhill
(Print Name of Notary)

Linda S. Underhill
(Typed Name of Notary)
Notary Public, State of Florida at Large
Commission No. _____________
My commission expires _____________

LINDA S. UNDERHILL
MY COMMISSION # DD 227644
EXPIRES: September 30, 2007
Bonded. The Notary Public Commission
Exhibit "A"

Osceola Corporate Center DRI
Phase 2 Monitoring and Modeling Study
Necessary Improvements to State Roadway System

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Segment or Location</th>
<th>Type of Improvement</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Young Parkway</td>
<td>US 192 Intersection</td>
<td>SBThru/EBRT/WBRT</td>
</tr>
<tr>
<td>US 441/S. Orange Blossom Trail</td>
<td>Carroll St. Intersection</td>
<td>NBRT/EBLT/EBRT/WBRT</td>
</tr>
</tbody>
</table>

Source: Ivey, Harris & Wells, Inc. (Revised 6/12/03)