SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of this 27th day of June, 2002 by DART INDUSTRIES INC., a Delaware corporation, whose address is 14901 South Orange Blossom Trail, Orlando, Florida, 32837 (hereinafter called the "Grantor"), to THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA, whose address is 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495 (hereinafter called the "Grantee").

Wherever used herein, the terms “grantor” and “grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

WITNESSETH:

THE GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all of that certain land situated in Osceola County, Florida (the “Property”), as more particularly described as follows:

See Exhibit “A” attached hereto and incorporated herein by this reference.

(portion of Tax Parcel Identification No. R032529-457500010010)

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT, HOWEVER, to the following restrictions:

(i) The Property conveyed herein shall not be used for purposes other than that designated as the Intended Use, unless written consent for other uses shall first be obtained from Grantor. This restriction shall run with title to the Property. For purposes hereof “Intended Use” shall mean: an educational plant and ancillary plant as defined in Section 235.011, Florida Statutes. Additionally, the existing auditorium facility on the Property may be used as part of the educational program and as a commercial auditorium. There shall be no retail use permitted other than food service and miscellaneous sales incidental to the Intended Use. In addition, there shall be no office use except for such administrative offices incidental to the Intended Use of the Property.
(ii) Any reference in any form to a commercial organization in the name of the Property or any part thereof is strictly prohibited, unless written consent to other names shall first be obtained from Grantor or Grantor's successors or assigns.

AND, the Grantor hereby covenants with the Grantee that as of the date of this deed the Property is free from all encumbrances made, suffered or incurred by Grantor, except for those exceptions to title described on Exhibit "B" attached hereto and incorporated herein by this reference (however, this reference shall not serve to reimpose the same), and that Grantor will warrant and defend the Property against the lawful claims of all persons claiming by, through or under said Grantor but against none other.

[Signature Page Follows]
IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name thereunto duly authorized, the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

GRANTOR

DART INDUSTRIES INC., a Delaware corporation
By: Thomas M. Roehlk
Name: Thomas M. Roehlk
Title: Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 27th day of June, 2002, by Thomas M. Roehlk, as the Vice President of DART INDUSTRIES INC., a Delaware corporation, on behalf of the corporation. He is personally known to me or who has produced as identification and who did (did not) take an oath.

(Notarial Seal)

Notary Public, State of Florida (sign)
Print Name: PATRICE A. TAIT
My Commission Expires: MARCH 16, 2003
LEGAL DESCRIPTION OF PROPERTY

A Portion 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, 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; 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 193.37 feet to a point on the South Line of said Lot 1; thence South 61°00'29" West, along said South line of Lot 1, a distance of 62.15 feet; thence South 37°52'01" West, a distance of 503.49 feet; thence South 50°25'05" West, a distance of 179.22 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, South 72°01'36" West, a distance of 27.45 feet; thence South 26°30'00" West, a distance of 24.93 feet to a point on the aforesaid South line of Lot 1; thence South 50°25'05" West, a distance of 41.13 feet to a point on the North line of aforesaid Wetland 31A; thence South 89°41'49" West, a distance of 167.38 feet; thence North 89°55'05" West, a distance of 149.08 feet; thence South 83°00'43" West, a distance of 23.29 feet to a point on the South line of said Lot 1; thence South 89°25'15" West, a distance of 118.93 feet; thence leaving said South line of Lot 1, run North 00°06'38" West, a distance of 635.44 feet; thence North 89°56'58" West, a distance of 305.90 feet to the Point of Beginning.
EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2002, not yet due and payable.

2. Easements and matters as set forth, shown or reflected on the Plat of Osceola Corporate Center, recorded in Plat Book 6, Pages 147 through 149, Public Records of Osceola County, Florida.


6. Terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions for High School DDD to be recorded simultaneously herewith in the Public Records of Osceola County, Florida.

7. Reciprocal Temporary Construction Easement Agreement by and between Dart Industries Inc. and The School Board of Osceola County, Florida to be recorded simultaneously herewith in the Public Records of Osceola County, Florida.

8. Non-Exclusive Access Easement (Re: Entryway) by and between The School Board of Osceola County, Florida and Dart Industries Inc. to be recorded simultaneously herewith in the Public Records of Osceola County, Florida.

9. Obligations contained within that certain Perpetual Non-Exclusive Drainage Easement Agreement by and between Dart Industries Inc. and The School Board of Osceola County, Florida to be recorded in the Public Records of Osceola County, Florida.
10. Obligations contained within that certain Non-Exclusive, Temporary Access Easement (Re: Old Dixie Highway) by and between Dart Industries Inc. and The School Board of Osceola County, Florida to be recorded in the Public Records of Osceola County, Florida.

11. Obligations contained within that certain Non-Exclusive Easement (Re: Access to HVAC Equipment) by and between Dart Industries Inc. and The School Board of Osceola County, Florida to be recorded in the Public Records of Osceola County, Florida.