UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("Easement Agreement") is made as of this 18th day of April, 2003, by and between DEERFIELD LAND CORPORATION, a Delaware Corporation ("GRANTOR"), whose address is 14901 South Orange Blossom Trail, Orlando, Florida 32837 and THE CITY OF KISSIMMEE, a municipal corporation existing under the laws of the State of Florida ("GRANTEE"), whose mailing address is 101 North Church Street, Kissimmee, Florida 34741-5054.

WITNESSETH:

WHEREAS, GRANTOR is the fee owner of (i) that certain parcel of real property located in Osceola County, Florida, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Lift Station Easement Parcel"); (ii) that certain parcel of real property located in Osceola County, Florida and more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Utility Easement Parcel"); and (iii) that certain parcel of real property located in Osceola County, Florida and more particularly described on Exhibit "C" attached hereto and incorporated herein by reference (the "Access Easement Parcel"). The "Lift Station Easement Parcel", the "Utility Easement Parcel" and the "Access Easement Parcel" are sometimes hereinafter collectively referred to as the "Easement Areas".

WHEREAS, GRANTEE desires to obtain from Grantor and Grantor desires to grant to Grantee the following: (i) an exclusive easement upon, above, over, across, through and under the Lift Station Easement Parcel (the "Lift Station Easement") for the purpose of operating, repairing and maintaining the sanitary sewer lift station and other necessary above-ground facilities (including, but not limited to the lift station, force mains and backflow preventers) (the "Sanitary Sewer Lift Station"); (ii) a non-exclusive utility easement upon, above, over, across, through and under the Utility Easement Parcel (the "Utility Easement") for the purpose of installing, constructing, operating, repairing, replacing (in the same location), inspecting and maintaining in perpetuity or until the use thereof is abandoned, such underground sanitary sewer lines as may be necessary or desirable for providing sanitary sewer services to the property located within the planned development known as Osceola Corporate Center (the "Sanitary Sewer Lines"); the "Sanitary Sewer Lift Station" and the "Sanitary Sewer Lines" are hereinafter collectively referred to as the "Facilities"); and (iii) a non-exclusive easement upon, above, over,
across and through the Access Easement Parcel (the "Access Easement") for the purpose of ingress, egress and passage as necessary to access the Facilities located within the Lift Station Easement Parcel and the Utility Easement Parcel. The "Lift Station Easement", the "Utility Easement", and the "Access Easement" are sometimes hereinafter collectively referred to as the "Easements".

WHEREAS, GRANTOR agrees to grant GRANTEE the Easements subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Grant and Use of Easements.** GRANTOR grants to GRANTEE (its successors and assigns) the Easements (as hereinbefore defined) in perpetuity, or such earlier date as the use thereof as set forth herein is abandoned upon, above, over, through, under or across the Easement Areas. The Easements are subject to the terms, conditions, restrictions and limitations set forth herein; provided, however, that the foregoing shall not unreasonably interfere with GRANTEE'S rights under this Easement Agreement. The Easements shall be used by GRANTEE (and its successors, assigns, employees, contractors and agents) for the installation, construction, operation, replacement, inspection and maintenance of Facilities within the Lift Station Easement Parcel and the Utility Easement Parcel, together with the right of vehicular and pedestrian ingress and egress in connection therewith by GRANTEE and the aforesaid parties, within, to and from the Lift Station Easement Parcel and the Utility Easement Parcel over and across public roads, alleys, sidewalks located within the Access Easement Parcel and such other portions of Grantor's adjacent property as GRANTOR may designate from time to time and for no other purpose whatsoever. Grantor shall have the right to relocate Grantee's point of access to the Easement Areas as Grantor may deem necessary, including, but not limited to, designating access points through parking areas and driveways within Grantor's adjacent property as it is developed, provided that: (i) some point of access exists between Grantee's Facilities permitted hereunder and a publicly dedicated roadway; and (ii) the point of access accommodates the maintenance vehicles utilized by Grantee.

3. **Limitation of Rights.** This Easement Agreement creates: (i) a non-exclusive easement as to the Utility Easement and the Access Easement; and (ii) an exclusive easement as to the Lift Station Easement.

4. **GRANTOR's Reservation of Rights.** Subject to the rights created herein, GRANTOR expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others, the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, over, through, under or across the Utility Easement Parcel and/or the Access Easement Parcel (in GRANTOR'S sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Utility Easement Parcel and/or the Access
Easement Parcel onto any adjacent or contiguous property; provided, such right does not unreasonably interfere with GRANTEE'S permitted use of the Easement Areas pursuant to the terms hereof. GRANTOR also reserves the right, but not the obligation, to do all or any of the following without GRANTEE'S consent:

(a) landscape; provide for drainage; construct paved roads, driveways, parking areas or any other improvements (excluding vertical improvements); and install utility lines, equipment and cables within the Easement Areas, so long as such use does not materially and adversely interfere with the purpose for which the Easements are granted;

(b) enter upon the Easement Areas (excluding the Lift Station Parcel, which Grantor acknowledges it may not access as a result of national security requirements, without Grantee's prior consent) at any reasonable time to inspect the operation, sanitation, safety, maintenance, and use thereof, and to perform any repair or maintenance of the Utility Easement Parcel and/or the Access Easement Parcel, and to enter upon the Utility Easement Parcel and/or the Access Easement Parcel at any time to remedy any condition thereof in the event of an emergency, so long as such use does not materially and adversely interfere with the purpose for which the Easements were granted;

(c) relocate, alter or modify, or cause GRANTEE to relocate, alter or modify, the location of: (i) all or any portion of the Easement Areas; and/or (ii) all or any portion of the Facilities to another location either within or outside of the Easement Areas, from time to time, in GRANTOR'S sole discretion and at GRANTOR'S sole cost and expense; provided, that the relocation of said Facilities is in compliance with Grantee's then current design and construction standards. In the event of any such relocation, alteration or modification, GRANTEE shall, at GRANTOR'S option, either: (i) execute a release (in recordable form) of the rights granted hereunder with respect to the portion of the Easement Areas to be vacated and enter into a new agreement in substantially the same form as this Easement Agreement (in recordable form) to cover the new easement area, in which event these Easements shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of GRANTEE contained herein with respect to the Easement Areas shall be described in such subsequent agreement; or (ii) execute an amendment (in recordable form) to this Easement Agreement amending the description of the Easement Areas to reflect the designated location where the Facilities and the access thereto are to be relocated. GRANTEE (at GRANTOR'S cost) shall cooperate with GRANTOR in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Areas from the effect of this Easement Agreement and the relocation, alteration or modification of the Easement Areas or the Facilities, in whole or in part. If any or all of the Easement Areas or the Facilities are to be relocated, altered, or modified, GRANTEE shall, upon GRANTOR'S request and (at GRANTOR'S sole cost and expense) promptly remove the Facilities and restore the Easement Areas to the same condition existing at the time of the execution of this Easement...
Agreement, and commence construction of the new facilities on such new location designated by GRANTOR; and

(d) plat, replat or dedicate the Easement Areas to the public (excluding the Lift Station Easement Area, which shall only be dedicated to and for the use of the Grantee during Grantee’s use of the Lift Station Easement Area for the operation of a pump station).

5. **Covenants of Grantor.** GRANTOR, for itself, its successors, assigns, grantees and invitees, covenants and agrees that it shall not install (or permit or cause to be installed) within the Easement Areas any other pipe or utility line within eight feet (8') above or parallel to the gravity sewer main installed by GRANTEE, if said installation in the reasonable opinion of Grantee would interfere with Grantee’s Facilities.

6. **Covenants of Grantee.** GRANTEE, for itself, its successors, assigns, grantees and invitees, covenants and agrees that it shall:

(a) not unreasonably interfere with or prevent the following: (i) the normal development, use and maintenance by GRANTOR of the Easement Areas (excluding the Lift Station Easement Parcel) or GRANTOR’S adjacent properties, if any; (ii) the normal use of any portion of the Easement Areas by the general public, if any portion of the Easement Areas has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by GRANTOR now or in the future existing on or about the Easement Areas (excluding the Lift Station Easement Parcel) so long as such use does not materially and adversely interfere with GRANTEE’S permitted use of the Easement Areas.

(b) not unreasonably interfere with any existing license, easement, reservation or right-of-way upon, above, over, through, under or across the Easement Areas; provided, however, that GRANTOR covenants that such other rights shall not unreasonably interfere with GRANTEE’S use of the Easement Areas;

(c) not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under or across the Easement Areas so long as such license, easement, reservation or right-of-way does not materially and adversely interfere with GRANTEE’S permitted use of the Easement Areas;
(d) comply at all times and in all material respects with all present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the "Laws"), and GRANTEE shall obtain, maintain and comply, in all material respects, with all applicable permits in connection with GRANTEE'S use of the Easement Areas. GRANTEE shall not, by any act or omission, render GRANTOR liable for any violation thereof. GRANTEE shall, upon receipt of written request from GRANTOR, promptly deliver to GRANTOR true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

(e) install, construct, operate, maintain, replace and repair the Facilities (at its sole cost and expense) and in material compliance with all applicable Laws and permits, in an expeditious and good and workmanlike manner, if permitted hereunder by GRANTOR (and of the Easement Areas, if requested by GRANTOR) in reasonably the same condition which existed upon completion of their initial installation;

(f) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws, other than those associated with the lawful operation of a pump station (collectively, "Hazardous Materials") to be used, placed, misused or disposed of upon, above or under, or transported to or from the Easement Areas ("Hazardous Materials Activities"). GRANTOR shall not be liable to GRANTEE for any Hazardous Materials Activities caused by GRANTEE, its employees, agents, contractors, invitees, successors or assigns. GRANTEE shall be liable to GRANTOR for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Areas caused by GRANTEE, its employees, agents or contractors, or in any way resulting from GRANTEE'S repair, replacement, maintenance or operation of the Facilities;
(g) after completion of any construction, installation, repair or replacement work with respect to the Facilities (or any construction or installation work for relocated facilities or new facilities, if any, consented to by GRANTOR, which consent GRANTOR may withhold in its sole discretion), at its sole cost and expense and in a safe, good and workmanlike manner, remove any temporary improvements and equipment placed on the Easement Areas, and restore both the ground surface of the Easement Areas and any grass, irrigation lines and equipment, and landscaping in or on the Easement Areas, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

(h) GRANTEE, and any third party performing work on behalf of GRANTEE shall have no right to lien the Easement Areas for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Areas. In the event that a lien is filed against the Easement Areas, Grantee shall cause such lien to be immediately removed or bonded off. If any such lien against the Easement Areas is not promptly released or bonded off, GRANTOR shall have the right (but not the obligation) to cause such lien to be released.

7. **Condition of Easement Areas; Indemnity.**

(a) GRANTEE acknowledges that it (i) has physically inspected the Easement Areas and (ii) accepts the Easement Areas "AS IS" and "WHERE IS", with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto. GRANTEE (for and on behalf of itself and its successors, assigns, employees, contractors, agents, grantees and invitees) assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Areas (and use of any portions of Grantor’s adjacent property made available for ingress and egress) by GRANTEE, its successors, assigns, grantees, invitees, employees, contractors and agents.

(b) To the extent permitted by law, and without waiving sovereign immunity, GRANTEE will be responsible for, and will indemnify, save harmless and defend GRANTOR, and any future owner of the property encumbered by these Easements, against and from all claims and suits for, and all liability, loss or expense ensuing from, or incidental to, or in connection with, damage to, or loss of any property of GRANTOR, its agents, servants, licensees, contractors, invitees or employees, or any other person (except for those arising out of the negligent acts of GRANTOR, its agents, servants, licensees, contractors, invitees or employees) and indemnify against and from all claims and suits for, all liability, loss or expense arising out of, or incidental to or in connection with injury to or death of persons, including agents, servants, contractors, licensees, invitees or employees of GRANTOR, or any other person, if damage, loss, injury or death arise in any manner, directly or indirectly, out of, or incidental to, or in
connection with the granting of these Easements and/or GRANTEE'S use of the Easement Areas.

8. **Assignment.** GRANTOR may at any time in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of GRANTOR under this Easement Agreement shall automatically terminate, and GRANTOR'S assignee, transferee, or grantee shall be deemed to have assumed and be bound by the obligations of GRANTOR hereunder. This Easement Agreement involves the granting of a personal right by GRANTOR to GRANTEE. Therefore, neither this Easement Agreement (nor any interest herein or rights hereunder) may be assigned, transferred or conveyed (in whole or in part) by GRANTEE without the prior written consent of GRANTOR, which consent may not be unreasonably withheld; provided, however, that GRANTEE may assign this Easement Agreement to the named GRANTEE'S parent or another affiliated entity or to an entity purchasing all or substantially all of the assets of, or all of the ownership interest in, GRANTEE or grant a security interest in this Easement Agreement to its lenders, provided that the Easement Areas are used for the same use set forth herein. Whenever and wherever the term "successors and assigns" is used in this Easement Agreement, it shall mean only those successors and assigns who acquire their interest in accordance with and subject to this Paragraph 8.

9. **No Warranty; Entire Agreement.** Except as otherwise set forth herein, GRANTOR makes no representations, statements, warranties or agreements to GRANTEE in connection with this Easement Agreement or the Easement Areas, other than as may be set forth herein. This Easement Agreement embodies the entire understanding of the parties, and supersedes all prior discussions and agreements between the parties, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties, in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Easement Agreement, GRANTEE acknowledges and agrees that GRANTEE'S use of the Easement Areas is at its own risk, and, neither GRANTOR nor the Indemnitees shall have any liability or obligation for or with respect to any loss or damage to any of GRANTEE'S Facilities, arising out of or related to GRANTOR'S or the Indemnitees' use of or activities within the Easement Areas.

10. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth in the preamble; (ii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth in the preamble; or (iii) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth in the preamble.

11. **Amendments; Termination.** Subject to the other provisions hereof, this Easement Agreement may not be amended, modified or terminated without the consent of Grantee and all of the then fee owners of the Easement Areas. No modification, amendment or termination shall be effective unless in writing and recorded in the Public Records of Osceola County, Florida.
12. **Counterparts.** This Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

13. **Governing Law.** This Easement Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of Florida.

14. **Binding Obligations.** This Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and assigns.

15. **Construction of Agreement.** This Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Easement Agreement or considered in construing this Easement Agreement.

16. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now or hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

17. **Attorneys’ Fees and Costs; Venue; Jury Trial.** Venue of all actions involving this Easement Agreement shall lie in Osceola County, Florida. Each party waives the right to a jury trial. If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, the party that substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party’s actual costs, fees and expenses reasonably incurred (including the fees and expenses of attorneys and para-professionals) in connection with such suit, action or proceedings (whether or not such costs, fees and expenses are taxable to the other party as such by any law) through any and all final appeals arising out of such suit, action or proceeding. For purposes of this Easement Agreement, reasonable attorney fees of the City Attorney shall be based on the fees regularly charged by a private attorney with an equivalent number of years of professional experience who practices in Orange County and Osceola County, Florida.

18. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Areas or the Easements granted hereby.

**[SIGNATURES FOLLOW ON NEXT PAGE]**
IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the day and year first above written.

GRANTOR:

DEERFIELD LAND CORPORATION,
a Delaware corporation

By: [Signature]
Print Name: THOMAS M. ROEHLK
Title: VICE PRESIDENT & SECRETARY

Signed, sealed and delivered in the presence of:

D. Helen Ford

Print Name: D. Helen Ford

State of Florida
County of Orange

The Easement Agreement was acknowledged before me this 17th day of April, 2003, by THOMAS M. ROEHLK, as Vice President of DEERFIELD LAND CORPORATION, a Delaware corporation. He/She is [✓] personally known to me, or [ ] has produced ________________________________ as identification.

NOTARY PUBLIC
Print Name: PATRICIA A. TAIT
My Commission Expires: MARCH 27, 2007
GRANTEE:

THE CITY OF KISSIMMEE, a municipal corporation existing under the laws of the State of Florida

By George Gant
Print Name: George A. Gant
Title: Mayor - Commissioner

Maria Z. Damas
Print Name: Maria Z. Damas

STATE OF Florida
COUNTY OF Osceola

The foregoing Easement Agreement was acknowledged before me this 21st day of April, 2003, by George A. Gant, M.D., as Mayor - Commissioner of THE CITY OF KISSIMMEE, a municipal corporation existing under the laws of the State of Florida, on behalf of the corporation. He/She [X] is personally known to me or [___] has produced N/A as identification.

Kevin M. O'Leary
Print Name: Kevin M. O'Leary
My Commission Expires: 2005

KEVIN M. O'LEARY
Notary Public, State of Florida
My comm. exp. July 1, 2005
Comm. No. DD 036102
LIFT STATION SITE

DESCRIPTION

A tract of land being a portion of Tract “A”, Osceola Corporate Center as per plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida; and being more particularly described as follows:

Commence at the West 1/4 corner of Section 4, Township 25 South, Range 29 East, Osceola County, Florida as per the Plat of Osceola Corporate Center as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida and run North 00° 10' 26" East along the West line of the Northwest 1/4 of the aforesaid Section 4 for a distance of 77.03 feet; thence South 89° 49' 34" East for a distance of 55.00 feet to the POINT OF BEGINNING; thence continue South 89° 49' 34" East for a distance of 60.00 feet; thence North 00° 10' 26" East, for a distance of 60.00 feet; thence North 89° 49' 34" West for a distance of 60.00 feet; thence run South 00° 10' 26" West, along a line 55.00 feet East of and parallel to the West line of the Northwest 1/4 of said Section 4, for a distance of 60.00 feet to the POINT OF BEGINNING.

Containing 3,600.00 square feet, 0.083 acres more or less.

T03-B00.C

Prepared by:

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

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

GERALD F. LIVERNOISE, P.L.S #3517
Date: 4-4-03
Revision Date: April 4, 2003
SKETCH OF DESCRIPTION
NOT A SURVEY

POINT OF COMMENCEMENT
WEST 1/4, CORNER OF SECTION 4,
TOWNSHIP 25, SOUTH, RANGE 29, EAST
PER THE PLAT OF OSCEOLA CORPORATE CENTER
(FOUND 5" X 5" CONCRETE MONUMENT
WITH OSCEOLA COUNTY BRASS DISK)

NOT PLATTED

SCALE 1" = 100

OSCEOLA COUNTY, FLORIDA

POINT OF BEGINNING
N 89°49'34" W
60.00'
S 00°10'26" W
60.00'
S 89°49'34" E
55.00'
60.00'

WEST LINE OF THE NORTHWEST
1/4 OF SECTION 4-25-29

TRACT "A"
OSCEOLA CORPORATE CENTER
PLAT BOOK 6, PAGE 147-149

SURVEYOR'S NOTES:
1.) BEARINGS BASED ON THE WEST LINE OF THE
NW 1/4 OF SECTION 4-25-29, BEING N 00° 10' 26" E
2.) THIS IS NOT A BOUNDARY SURVEY.
3.) SUBJECT TO EASEMENTS AND MATTERS OF RECORD.

EXHIBIT "A"
Page 2042

REVISED 4-4-03

Tinklepaugh
SURVEYING SERVICES, INC.
379 W. Michigan Street, Suite 208 • Orlando, Florida 32805
Tel No. (407) 422-0957 Fax No. (407) 422-6915
LICENSED BUSINESS No. 3778
UTILITY EASEMENT "A"

DESCRIPTION

A tract of land being a portion of Tract "A", Osceola Corporate Center as per plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida; and being more particularly described as follows:

Commence at the West 1/4 corner of Section 4, Township 25 South, Range 29 East, Osceola County, Florida as per the Plat of Osceola Corporate Center as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida; thence North 00° 10' 26" East along the West line of the Northwest 1/4 of the aforesaid Section 4 for a distance of 77.03 feet; thence run South 89° 49' 34" East for a distance of 55.00 feet to the POINT OF BEGINNING of a 20.00 feet wide Easement lying 10.00 feet on each side of the following described line; thence run North 00° 10' 26" East for a distance of 392.45 feet to a point on the Southerly Right-of-Way line of Osceola Parkway as described in Official Record Book 1187 Page 1038 Public Records of Osceola County, Florida and the Point of Termination.

T03-B00.A

Prepared by:

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

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

GERALD F. LIVERNOISE, P.L.S. #3517
Date: 4-4-03
Revision Date: April 4, 2003
UTILITY EASEMENT "B"

DESCRIPTION

A tract of land being a portion of Tract "A", Osceola Corporate Center as per plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida; and being more particularly described as follows:

Commence at the West 1/4 corner of Section 4, Township 25 South, Range 29 East, Osceola County, Florida as per the Plat of Osceola Corporate Center as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida, thence North 00° 10' 26" East along the West line of the Northwest 1/4 of the aforesaid Section 4 for a distance of 441.70 feet to the POINT OF BEGINNING of a 20.00 foot wide utility easement lying 10.00 feet either side of the following described line; thence run North 85° 28' 45" East, for a distance of 402.84 feet; thence run North 86° 49' 53" East, for a distance of 393.85 feet; thence run North 83° 30' 47" East for a distance of 181.06 feet to a point on the South Right-of-Way of Osceola Parkway as described in Official Record Book 1187, Page 1038, Public Records of Osceola County, Florida and the Point of Termination.

T03-B00.B

Prepared by:

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

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

GERALD F. LIVERNOISE, P.L.S. # 3517
Date: 4-4-03
Revision Date: April 4, 2003

EXHIBIT "B"
Page 2 of 3
ATTACHMENT "A"

NOT A SURVEY

SKETCH OF DESCRIPTION

OCECIA PARKWAY
LEGAL DESCRIPTION

Access and Utility Easement

A tract of land being a portion of Tract "A", Osceola Corporate Center as per plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida; and being more particularly described as follows:

Commence at the West 1/4 corner of Section 4, Township 25 South, Range 29 East, Osceola County, Florida as per the Plat of Osceola Corporate Center as per plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida; thence North 00°10’26" East along the West line of the Northwest 1/4 of the aforesaid Section 4 for a distance of 77.03 feet to the POINT OF BEGINNING; thence continue North 00° 10' 26" East along said West line for a distance of 389.67 feet to a point on the South right of way line of Osceola Parkway as recorded in Official Records Book 1187, Page 1038 of the Public Records of Osceola County, Florida; thence departing said West line and run North 86°51'00" East along the aforesaid South right of way line for a distance of 55.09 feet; thence leaving said right-of-way run along a line 55.00 feet East of and parallel to the aforesaid Northwest 1/4 of Section 4 South 00° 10' 26" West for a distance of 392.86 feet; thence run North 89° 49' 34" West for a distance of 55.00 feet to the POINT OF BEGINNING.

Prepared by:

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

T03-B29.K3

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

GERALD F. LIVERNOISE, P.L.S. 3517
Date: __/__/20__
1.) Bearings based on the west line of the NW 1/4 of Section 4-25-29, being N 00° 10'26" E.
2.) This is not a boundary survey.
3.) Subject to easements and matters of record.

OSCEOLA PARKWAY

TRACTION "A"
OSCEOLA CORPORATE CENTER
PLAT BOOK 6, PAGE 147-149
SURVEYOR'S NOTES:

FILE X-7320 JOB #T03B29K
Tinklepaugh
SURVEYING SERVICES, INC.
379 W. Michigan Street, Suite 208 • Orlando, Florida 32806
Tele. No. (407) 422-0657 Fax No. (407) 422-6915
LICENSED BUSINESS No. 3778
LEGAL DESCRIPTION

Osceola Corporate Center
Access Easement # 1

A tract of land being a portion of Tract "A", Osceola Corporate Center as per plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida; and being more particularly described as follows:

Commencing at the West 1/4 corner of Section 4, Township 25 South, Range 29 East per the Plat of Osceola Corporate Center, Plat Book 6, Pages 147-149, per the Public Records of Osceola County, Florida, thence North 00°10'26" East, along the West line of the NW 1/4 of said Section 4, a distance of 137.03 feet; thence South 89°49'34" East, a distance of 55.00 feet to the POINT OF BEGINNING; thence continue South 89° 49' 34" East along said line for a distance of 73.67 feet to a point of curvature of a curve concave Southerly having a radius of 155.00 feet; thence run Easterly along the arc of said curve through a central angle of 39°57'48" for a distance of 108.11 feet to the point of tangency; thence South 49°51'46" East, a distance of 6.32 feet; thence North 39°23'41" East, a distance of 50.00 feet; thence North 49°51'46" West, a distance of 5.68 feet to a point of curvature of a curve concave Southerly having a radius of 205.00 feet; thence run Westerly along the arc of said curve through a central angle of 39°57'48" for a distance of 142.99 feet to the point of tangency; thence North 89°49'34" West, a distance of 73.67 feet; thence South 00°10'26" West, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 0.236 acres, more or less.

T03-B28.NE

Prepared by:

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

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

GERALD F. LIVERNOISE, P.L.S. 3517
Date: ____________________________

EXHIBIT "C"
Page 3 of 6
SURVEYOR'S NOTES:

1.) BEARINGS BASED ON THE WEST LINE OF THE NW 1/4
OF SECTION 4-25-29, BEING N 00° 10' 26" E.
2.) THIS IS NOT A BOUNDARY SURVEY.
3.) SUBJECT TO EASEMENTS AND MATTERS OF RECORD.

LEGEND

- △ = DENOTES CENTRAL ANGLE
- R = DENOTES RADIUS
- L = DENOTES ARC LENGTH
- PC = DENOTES POINT OF CURVATURE
- PT = DENOTES POINT OF TANGENCY

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Tele No. (407) 422-0957 Fax No. (407) 422-6915
LICENSED BUSINESS No. 3778
FILE NO. X-7320 JOB # T03B28NE
INGRESS - EGRESS EASEMENT

DESCRIPTION

A tract of land being a portion of Tract "A", Osceola Corporate Center as per plat thereof as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida; and being more particularly described as follows:

Commence at the West 1/4 corner of Section 4, Township 25 South, Range 29 East, Osceola County, Florida as per the Plat of Osceola Corporate Center as recorded in Plat Book 6, Page 147 of the Public Records of Osceola County, Florida and run North 00° 10' 26" East along the West line of the Northwest 1/4 of the aforesaid Section 4 for a distance of 77.03 feet; thence South 89° 49' 34" East for a distance of 115.00 feet; thence run North 00° 10' 26" East for a distance of 23.32 feet to the POINT OF BEGINNING; thence run North 90° 00' 00" East for a distance of 28.43 feet to a point of curvature of a curve concave Northwesterly having a radius of 48.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 61° 42' 54" for a distance of 51.70 feet; thence run North 70° 54' 24" West for a distance of 14.26 feet to a point on a curve concave Northwesterly having a radius of 34.00 feet; thence from a tangent bearing of South 32° 07'35" West run Southwesterly along the arc of said curve through a central angle of 57° 52' 25" for a distance of 34.34 feet to a point of tangency; thence run South 90° 00' 00" West for a distance of 28.39; thence run South 00° 10' 26" West for a distance of 14.00 feet to the POINT OF BEGINNING.

T03-B00-D

Prepared by:

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GERALD F. LIVERNOISE, P.L.S. #3517
Date: 4-4-03
Revision Date: April 4, 2003

EXHIBIT "C"
Page 5 of 6
SKETCH OF DESCRIPTION
NOT A SURVEY
ATTACHMENT "A"

Δ = 57°52'25"
R = 34.00'
L = 34.34'

TANGENT BEARING S 32°07'35" W

Δ = 61°42'54"
R = 48.00'
L = 51.70'

WEST LINE OF THE NORTHWEST
1/4 OF SECTION 4-25-29

SURVEYOR'S NOTES:
1.) Bearings based on the West Line of the
NW 1/4 of Section 4-25-29, being N 00° 10' 26" E
2.) This is not a boundary survey.
3.) Subject to easements and matters of record.
4.) POB denotes point of beginning

REVISED 4-4-03

Tinklepaugh
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