TAX EXEMPT
F.S. 337.27

Please return to:
Fla. Department of Transportation
719 S. Woodland Blvd.
R/W Records Mgmt MS 551
DeLand, FL 32720-6834
Attn: S. Ferguson

PERPETUAL EASEMENT

THIS EASEMENT made this 22nd day of April, 2013 by DEERFIELD LAND CORPORATION, a Delaware Corporation, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a permanent, perpetual easement to design, permit, construct and to maintain a transportation facility consisting of a water retention area to provide for treatment and retention of stormwater drainage associated with the Department's SunRail Station, which the Grantee may deem necessary or convenient in connection therewith, in, over, under, upon and through the following described land in Osceola County, Florida, viz:

PARCEL NO. 867 (Formerly known as Parcel No. 215 Part "A")
RIGHT OF WAY

That part of:

Tract C of 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, and that portion of Lots 3 and 4 of Osceola Corporate Center - Replat Sixteen, replotting a portion of said Tract C, according to the plat thereof as recorded in Plat Book 20, pages 113-114, of the Public Records of Osceola County, Florida.

(Said property being a portion of the same lands described in Official Records Book 904, pages 2135-2142, of the Public Records of Osceola County, Florida)

described as follows:

Commence at the Northeast Corner of Section 3, Township 25 South, Range 29 East, Osceola County, Florida, said corner being marked with a 5-inch by 5-inch concrete monument with disk stamped "OSCEOLA COUNTY 1968 T24S/R28E 32 T24S/T28S"; thence run South 00° 03' 07" West along the East line of the Northeast Quarter of said Section 3, a distance of 659.73 feet to a point on the South line of Lot 8 of R.C. Sigh's Subdivision, according to the plat thereof as recorded in Plat Book 1, page 88, of the Public Records of Osceola County, Florida, and as shown on Florida Department of Transportation Right of Way Map for the Central Florida Commuter Rail Transit Osceola Parkway Station, Section 92000, Financial Project Identification No. 412994-2; thence run South 89° 53' 59" East along said South line, a distance of 549.06 feet to a 4-inch by 4-inch concrete monument with no identification marking the Northeast Corner of Lot 4 of Osceola Corporate Center - Replat Sixteen, according to the plat thereof as recorded in Plat Book 20, pages 113-114, of the Public Records of Osceola County, Florida, said point also being on the West Right of Way line of Seaboard Coastline Railroad (CSX Railroad) as described in Deed Book Z, page 401, of the Public Records of Orange County, Florida, and as shown on said Right of Way Map; thence run South 12° 20' 51" West along said West Right of Way line, a distance of 111.00 feet for a POINT OF BEGINNING; thence continue South 12° 20' 51" West along said West Right of Way line, a distance of 575.00 feet; thence departing said West Right of Way line, run North 77° 39' 09" West, a distance of 225.00 feet; thence run North 21° 43' 45" East, a distance of 582.79 feet; thence run South 77° 39' 09" East, a distance of 130.00 feet to the POINT OF BEGINNING.

Containing 2.343 acres, more or less

EXHIBIT "C"
PARCEL NO.: 867.1R
SECTION 92000
F.P. NO.: 4129942
PAGE 2

This legal description prepared under the direction of:
William E. Byrd, L.S.
Florida Registration No. 5442
Bowyer-Singleton & Associates, Inc.
520 South Magnolia Avenue
Orlando, Florida 32801
Date: July 6, 2012

Reserving unto the Grantor the right to modify or to relocate (hereinafter "alter" or "altering") the stormwater easement area (hereinafter "EASEMENT") being constructed by Grantee within the area of this conveyance, subject to the following conditions:

1) Prior to altering the EASEMENT, Grantor shall provide to the Maintenance Engineer for the Grantee's local maintenance unit construction plans for said work for Grantee's review and approval. Grantee's review of the plans shall be limited to the adequacy and sufficiency of the altered EASEMENT and related drainage structures to serve their intended purpose and Grantee's approval shall not be unreasonably withheld.

2) Grantor shall pay all costs necessary to complete the EASEMENT alteration, shall obtain all necessary permits to perform such alteration and shall perpetually maintain the altered EASEMENT so that said EASEMENT shall function as designed and be in compliance with all permits.

3) Upon completion of Grantor's alteration of the EASEMENT, Grantor shall be required to execute or have its successors in interest convey to the Department a permanent, perpetual stormwater easement in a form acceptable to the Department over all lands necessary for the proper operation and maintenance of the improvements. The description of the land to be conveyed shall be in accordance with the plans submitted and said description shall be approved by Grantee prior to alteration of the EASEMENT.

4) Prior to executing the easement instrument, Grantor shall supply to the Grantee for review and approval the following items:

   a. A boundary survey performed and certified in accordance with the requirements of law.

   b. Evidence of title in a form acceptable to the Grantee which shows marketable title in the entity signing the deed, free and clear of any and all liens or encumbrances of any nature.

   c. Such other documents as may reasonably be required in a standard real estate transaction.

5) The Grantee shall be entitled to inspect the property described in the easement instrument prior to accepting the conveyance of the easement interest to verify that it is in acceptable condition and free from any contamination or other visible defects that could impair the intended use of the property or subject the Grantee to potential liability.

6) Upon completion of Grantor's alteration of the EASEMENT, if necessary, Grantee shall execute a quitclaim deed to convey to Grantor any portions of the Grantee's original EASEMENT no longer necessary for the proper operation and maintenance of the altered EASEMENT.
PARCEL NO.: 867.1R  
SECTION:  92000  
F.P. NO.:  412894 2  
PAGE 3

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to the hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:  
[Signature]
Its Assistant Secretary

DEERFIELD LAND CORPORATION
By:  
[Signature]
Its Vice President

ADDRESS OF GRANTOR:
14901 S. ORANGE BOULEVARD
Orlando, Florida 32837

STATE OF:  FLORIDA
COUNTY OF:  DORCEOLA

The foregoing instrument was acknowledged before me this 12th day of April 2013 by
[Signature]  
Thomas A. Koehler  
Vice President
of Deerfield Land Corporation, a Delaware Corporation, on behalf of the Corporation, who is personally known to me or who has produced identification as identification.

[Signature]  
Susan Connors Chiono
Notary Public in and for the
County and State last aforesaid
My Commission Expires:  April 19, 2015
Serial No., if any:  
SUSAN CONNORS CHIONO
MY COMMISSION #: EE 948496
EXPIRES:  April 19, 2015
Bonded Thru Notary Public Underwriters

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