STORMWATER DRAINAGE EASEMENT AGREEMENT
(OSCEOLA CORPORATE CENTER – REPLAT 31)

THIS STORMWATER DRAINAGE EASEMENT AGREEMENT ("Easement Agreement") is made and entered into this ______ day of _______, 2018 ("Effective Date"), by and between DEERFIELD LAND CORPORATION, a Delaware corporation, ("Grantor") and OSCEOLA COUNTY, a political subdivision of the State of Florida ("Grantee"), and OSCEOLA CORPORATE CENTER MASTER OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "Master Association") (Grantor, Grantee, and the Master Association are sometimes together referred to herein as the "Parties", and separately as a "Party").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of that certain real property located in Osceola County, Florida, more particularly described on Exhibit "A" and Exhibit "B" attached hereto and by this reference incorporated herein (collectively, the "Easement Area"), and which area depicted on Exhibit "A" is shown as drainage easements that provide for the flow of stormwater and surface water drainage into the stormwater detention and retention pond (the "Retention Pond") depicted on Exhibit "B".

WHEREAS, Grantee is currently causing the design to be completed for the construction of Orange Avenue, from between Osceola Parkway and the Orange/Osceola County line, including all associated stormwater management areas (the "Orange Avenue Improvements");

WHEREAS, in connection with the Orange Avenue Improvements, Grantor has entered into that certain agreement with Grantee as recorded in Official Records Book 4859, Page 2690, Public Records of Osceola County, Florida (the "Agreement"), wherein Grantor is obligated to accept the stormwater runoff from the Orange Avenue Improvements all in accordance with the terms and conditions as are more particularly set forth in the Agreement (the "Deerfield Obligations");

WHEREAS, all construction of the Orange Avenue Improvements shall be in accordance with and pursuant to the agreements, construction plans and permits as are approved by Grantee and other applicable regulatory agencies, from time to time (collectively, the "Development Approvals");

WHEREAS, in order to complete the Orange Avenue Improvements pursuant to and in accordance with the terms of the Development Approvals, Grantee requires a perpetual non-exclusive easement upon, under, over, across, through, and into the Easement Area for stormwater management purposes; and
WHEREAS, Grantor desires to grant to Grantee a perpetual non-exclusive easement upon, under, across, through and into the Easement Area for the flow of stormwater drainage and for stormwater detention and retention and outfall purposes for the Orange Avenue Improvements and for the construction and maintenance of those improvements required by the Development Approvals for stormwater management purposes within the Easement Area, as set forth herein and subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

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

2. Power and Authority of Grantor. The Grantor hereby represents and warrants that it has the full right, power and authority to enter into, deliver and perform this Easement Agreement.

3. Grant of Perpetual Stormwater Drainage, Construction and Maintenance Easement. (a) Grantor hereby grants to Grantee a perpetual, non-exclusive easement upon, over, across, through and into the Easement Area for stormwater detention and retention and outfall purposes for stormwater drainage resulting from the Orange Avenue Improvements in accordance with and consistent with the Development Approvals (the "Easement"). The Easement shall run with the title to the Easement Area and be binding upon the Grantor and its successors in title to the Easement Area and assigns and is hereby granted to Grantee subject to all matters of record in the Public Records of Osceola County, Florida. The Grantee hereby acknowledges that use of the Easement Area shall be shared by the Grantee with Grantor, Grantor's successors and assigns and hereby agrees the volume of stormwater detention and retention from the Orange Avenue Improvements shall not exceed the amount sufficient to accommodate the Orange Avenue Improvements, as specified in the Development Approvals.

   (b) Grantor hereby agrees to be responsible for the construction, extension and installation of the drainage pipes and related facilities from a tie-in connection point on Orange Avenue upon, under, through, on and across the Easement Areas depicted on Exhibit "A" attached hereto to the Retention Pond depicted on Exhibit "B" attached hereto as part of the master stormwater drainage system accommodating stormwater and surface water drainage serving development on adjacent parcels and located to the east of Orange Avenue. Grantor and Grantee hereby agree that the Master Association is delegated, and the Master Association hereby accepts, all maintenance obligations to maintain, restore, repair, and operate the stormwater retention and detention facilities, including without limitation, the Retention Pond situated within the Easement Area. Grantor hereby grants the Master Association a non-exclusive perpetual easement, together with a right of access, to maintain, repair, restore and operate the drainage facilities and Retention Pond constructed within the Easement Area for the purposes set forth in this Easement
Agreement. The Master Association hereby agrees to perform such maintenance, restoration, operation and repairs at its cost and expense in accordance with the applicable South Florida Water Management District permit and all other applicable permits, laws, ordinances, rules, and governmental regulations.

4. **Obligations of the Parties.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, including but not limited to the Development Approvals and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

5. **Limited Public Dedication.** Nothing contained in this Easement Agreement shall create or shall be deemed to create any Easement or use rights in the general public or constitute a public dedication beyond the rights of the public set forth herein. Dedication of rights granted herein shall be strictly limited to stormwater detention and retention and outfall purposes from the Orange Avenue Improvements.

6. **Beneficiaries of Easement Rights.** The Easement set forth in this Easement Agreement shall be for the benefit and use of Grantee, Grantor and their successors in title and assigns, and their agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), licensees, guests, invitees and providers of emergency services.

7. **Amendments and Waivers.** Except as set forth in Section 9 below, this Easement Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties, or successor(s) in title, and recorded in the Public Records of Osceola County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Easement Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement Agreement. No breach of the provisions of this Easement Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Easement Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Easement Agreement.

8. **Notices.** Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, or overnight delivery. For the purpose of calculating time limits which run from the giving of a particular notice the time shall
be calculated from actual receipt of the notice. Time limits shall expire only on business days which, for purposes of this Easement Agreement shall be any day other than a Saturday, Sunday or legal Osceola County public holiday. Notices shall be addressed as follows:

If to Grantor: Deerfield Land Corporation
14901 South Orange Blossom Trail
Orlando, Florida 32837
Attention: Mr. Thomas Roehlk, President

With copy to: Greenberg Traurig, P.A.
Attention: Alan C. Sheppard Jr., Esq.
450 S. Orange Avenue, Suite 6500
Orlando, Florida 32801

If to Grantee: Osceola County
1 Courthouse Square
Kissimmee, Florida 34741
Attention: County Manager
With copy to County Attorney

If to Master Association: Osceola Corporate Center Master Owners' Association, Inc.
14901 South Orange Blossom Trail
Orlando, Florida 32837
Telephone: (407) 826-4514
Facsimile: (407) 826-4505
Email: tomroehlk@tupperware.com
Attention: Mr. Thomas M. Roehlk, President

With copy to: Greenberg Traurig, P.A.
Attention: Alan C. Sheppard Jr., Esq.
450 S. Orange Avenue, Suite 6500
Orlando, Florida 32801
Telephone: (407) 420-1000
Facsimile: (407) 420-5909
E-mail: shepparda@gtlaw.com

9. Reservation of Rights. It is acknowledged and agreed that the Easement granted under this Easement Agreement is not an exclusive easement and that Grantor, its successors and assigns, shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, including but not limited to (i) the right to seek permits or permit modifications in order drain stormwater from other property owned by Grantor, its successors and assigns, into the Orange Avenue Improvements and any of the Easement Area; (ii) and the right to relocate, expand or modify any of the Easement Area, at Grantor’s expense, in connection with the development, use and enjoyment of the property adjacent to or in the vicinity of any of the Easement Area. Grantor acknowledges that any cost incurred as a result of Grantor’s aforesaid use, relocation, expansion or modification shall be borne by Grantor, including the costs of modification or obtaining of
any new or additional permits required from any governmental authority in connection therewith. Grantor further acknowledges and agrees that (a) no relocation, expansion or modification shall diminish the capacity or function provided by the Easement Area to the Grantee; (b) the relocation or modification shall be accomplished in a manner that does not impair the functions or capacity of the Easement Area during the relocation or modification; and (c) Grantor shall provide Grantee written notice prior to exercising Grantor’s rights under subsection (ii) above.

10. Miscellaneous. Except for the terms and conditions set forth in the Agreement, this Easement Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Easement Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent he held invalid, inoperative or unenforceable, the remainder of this Easement Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Easement Agreement; and each provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law. This Easement Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Osceola County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Easement Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable attorneys’ fees, paralegals’ fees or experts’ fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Easement Agreement are for convenience only, shall in no way define or limit the scope or content of this Easement Agreement, and shall not be considered in any construction or interpretation of this Easement Agreement or any part hereof. Where the sense of this Easement Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Easement Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Easement Agreement. Time is of the essence of this Easement Agreement. This Easement Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the Parties have caused this Easement Agreement to be executed as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered in the presence of:

Print Name: Michelle L. Allen

Print Name: Karen M. Sheehan

“Grantor”

DEERFIELD LAND CORPORATION,
a Delaware corporation

By:

Print Name: Thomas M. Roehlk
Title: Vice President and Secretary

STATE OF Florida
County of Orange

The foregoing instrument was acknowledged before me this 9th day of May, 2018, by Thomas M. Roehlk, as Vice President and Secretary of Deerfield Land Corporation, a Delaware corporation. He is personally known to me or has produced ___________________ as identification and did (did not) take an oath.

WITNESS my hand and official seal, this 9th day of May, 2018.

Print Name: Vickie S. Lisee
Notary Public, State of Florida
Commission No.: ___________
My Commission Expires: _______

(signatures continue on next page)
WITNESSES:

Signed, sealed and delivered in the presence of:

Print Name: Michelle L. Allen
Print Name: Kerrie M. Fleuran

“MASTER ASSOCIATION”

OSCEOLA CORPORATE CENTER,
MASTER ASSOCIATION, INC., a Florida not-for-profit corporation

By: ______________________
Print Name: Thomas M. Roehlk
Title: President

STATE OF Florida
County of Orange

The foregoing instrument was acknowledged before me this 9th day of May, 2018, by Thomas M. Roehlk, as President of Osceola Corporate Center, Master Association, Inc., a Florida not-for-profit corporation. He is personally known to me or has produced __________________ as identification and did (did not) take an oath.

WITNESS my hand and official seal, this 9th day of May, 2018.

Print Name: Vickie S. Liseck
Notary Public, State of Florida
Commission No.: ___________
My Commission Expires: ________

[Notary Public Seal]
THE ABOVE STORMWATER DRAINAGE EASEMENT is accepted by Osceola County, Florida.

BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA

Chair / Vice-Chair

ATTEST:

[Signature]
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of County Commissioners meeting of:

June 04, 2018

[Signature]
EXHIBIT "A"

"EASEMENT AREA"

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF OSCEOLA CORPORATE CENTER - REPLAT THIRTY ONE, ACCORDING TO THE PLAT THEREOF, TO BE RECORDED AS PLAT BOOK ______ PAGE ______ OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 3, TOWNSHIP 25 SOUTH, RANGE 39 EAST, OSCEOLA COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF OSCEOLA CORPORATE CENTER, AS RECORDED IN PLAT BOOK 6, PAGE 147 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, THENCE N. 00°02'10" E., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 20.34 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST OSCEOLA PARKWAY; THENCE N. 89°46'02" W. ALONG SAID NORTH LINE, A DISTANCE OF 151.25 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1517.42 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°48'32" FOR A DISTANCE OF 206.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF EAST OSCEOLA PARKWAY AND THE ARC OF SAID CURVE HAVING A RADIUS OF 1517.42 FEET AND A CENTRAL ANGLE OF 07°50'07" FOR A DISTANCE OF 207.51 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN S. 78°35'11" W., A DISTANCE OF 77.84 FEET; THENCE N. 71°08'11" W., A DISTANCE OF 25.16 FEET; THENCE N. 62°13'54" W., A DISTANCE OF 34.09 FEET TO A POINT ON THE EASTERY RIGHT-OF-WAY OF COUNTY ROAD No.537 / ORANGE AVENUE; THENCE N. 22°18'48" W., A DISTANCE OF 17.37 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1446.35 FEET; THENCE NORTHERLY ALONG SAID EASTERY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°39'48" FOR A DISTANCE OF 16.74 FEET; THENCE DEPARTING SAID EASTERY RIGHT-OF-WAY LINE, RUN S. 71°08'11" E., A DISTANCE OF 76.75 FEET; THENCE N. 78°35'11" E., A DISTANCE OF 400.42 FEET; THENCE N. 43°50'50" E., A DISTANCE OF 13.21 FEET; THENCE S. 62°16'48" E., A DISTANCE OF 39.02 FEET; THENCE S. 78°35'11" W., A DISTANCE OF 128.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,327 SQUARE FEET, OR 0.329 ACRES, MORE OR LESS.

TSS ORDER # T18-A72-80D2

Prepared by:

CENTRAL FLORIDA SURVEYS, INC. dba:
TINKLEPAUGH SURVEYING SERVICES, INC.
3133 ADANSON STREET, SUITE 100
ORLANDO, FLORIDA 32804
(407) 202-0957

This description and the accompanying sketch or sketches have been prepared in accordance with the standards set forth in Chapter 51-57, F.A.C., pursuant to Chapters 577 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plot or map is for informational purposes only and is not valid

Robert W. Monaco, P.S.M. # 3080
Date: 1/2011

Exhibit A - 1
**SKETCH OF DESCRIPTION ATTACHMENT "A"**

- **NOT A SURVEY -**

### PROPOSED PLAT
**OSCEOLA CORPORATE CENTER replat thirty one**

<table>
<thead>
<tr>
<th>LINE</th>
<th>BEARING</th>
<th>LENGTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>L1</td>
<td>S78°33'11&quot;W</td>
<td>77.64'</td>
</tr>
<tr>
<td>L2</td>
<td>N71°08'31&quot;W</td>
<td>29.18'</td>
</tr>
<tr>
<td>L3</td>
<td>N82°13'34&quot;W</td>
<td>34.03'</td>
</tr>
<tr>
<td>L4</td>
<td>N2°18'49&quot;W</td>
<td>12.37'</td>
</tr>
<tr>
<td>L5</td>
<td>S71°38'11&quot;E</td>
<td>78.75'</td>
</tr>
<tr>
<td>L6</td>
<td>N78°35'11&quot;E</td>
<td>400.42'</td>
</tr>
<tr>
<td>L7</td>
<td>N4°35'50&quot;E</td>
<td>13.21'</td>
</tr>
<tr>
<td>L8</td>
<td>S0°21'60&quot;E</td>
<td>38.02'</td>
</tr>
<tr>
<td>L9</td>
<td>S78°35'11&quot;W</td>
<td>128.28'</td>
</tr>
</tbody>
</table>

### ABBREVIATIONS
- O.R.B. = OFFICIAL RECORD BOOK
- PG. = PAGE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY

### SURVEYOR'S NOTES
1. BEARINGS ARE BASED ON THE NORTHERLY RIGHT OF WAY OF EAST OSCEOLA PARKWAY AS BEING SOUTH 89°40'21" EAST.
2. SEE SHEET ONE FOR LEGAL DESCRIPTION.

**CENTRAL FLORIDA SURVEYS, INC., dba:**

**Tinklepaugh SURVEYING SERVICES, INC.**

8125 Alfordon Street, Suite 600 • Orlando, Florida 32804

Tel: No. (407) 298-9977 LICENSED BUSINESS NO. 32916

1/1/18A14/DWG/1188484.DWG

**Exhibit A - 2**
LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF OSCHEOLA CORPORATE CENTER - REPLAT THIRTY ONE, ACCORDING TO THE PLAT THEREOF, TO BE RECORDED AS PLAT BOOK ________, PAGE ___________ OF THE PUBLIC RECORDS OF OSCHEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, OSCHEOLA CORPORATE CENTER - REPLAT SIXTEEN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGE 113, PUBLIC RECORDS OF OSCHEOLA COUNTY, FLORIDA; SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 527 / ORANGE AVENUE; THENCE S. 18°36'20" W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 63.84 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERLY LINE, RUN S. 44°25'57" E., A DISTANCE OF 684.60 FEET; THENCE S. 46°04'16" W., A DISTANCE OF 20.60 FEET; THENCE N. 44°25'57" W., A DISTANCE OF 594.25 FEET TO A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 527 / ORANGE AVENUE; THENCE N. 18°36'20" E., ALONG SAID EASTERLY LINE, A DISTANCE OF 22.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,989 SQUARE FEET, OR 0.275 ACRES, MORE OR LESS.

TSS ORDER # T18-A72-SOD3

Prepared by:

CENTRAL FLORIDA SURVEYS, INC. dba:
TINKLEPAUGH SURVEYING SERVICES, INC.
5125 ADAMS STREET, SUITE 800
ORLANDO, FLORIDA 32804
(407) 262-0957

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 53-17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original notarized seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

ROBERT W. MONACO, P.S. # 2989
Date: APRIL 3, 2023

Exhibit A - 3
SKETCH OF DESCRIPTION
ATTACHMENT "A"
- NOT A SURVEY -

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF LOT 2, OSCEOLA CORPORATE CENTER, REIPLAT EIGHTY-ONE, AS RECONSTRUCTED BY DARRIN D. WRIGHT, P.E., IN THE OFFICE OF WRIGHT, BURKS & CO., INC., ATTORNEYS AT LAW, BALTIMORE, MARYLAND.

3 18°36'20" W 83.84'

POINT OF BEGINNING
LOT 2

OSCEOLA CORPORATE CENTER
REIPLAT EIGHTY-ONE

LOT 3

OSCEOLA CORPORATE CENTER
REIPLAT SIXTEEN

PARCEL 215-B
(C.R.B. 4555, P.R. 1765)

11,888 SQUARE FEET
0.275 ACRES

PROPOSED PLAT
OSCEOLA CORPORATE CENTER
REIPLAT THIRTY ONE

ABBREVIATIONS
O.R.B. = OFFICIAL RECORD BOOK
P.O. = PAGE
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY

SURVEYOR'S NOTES
1. BEARINGS ARE BASED ON THE EASTERN RIGHT OF WAY OF ORANGE AVENUE AS BEING NORTH 18°36'20" EAST.
2. SEE SHEET ONE FOR LEGAL DESIGNATION.

CENTRAL FLORIDA SURVEYS, INC., d/b/a:
Tinklepaugh
SURVEYING SERVICES, INC.
5125 Agnew Street, Suite 600 - Orlando, Florida 32804
Tel. No. (407) 290-5657 LICENSED INHBURER No. 0078
1/T15A14/DWG/T15A14 DWG

Exhibit A - 4
LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF OSCELLA CORPORATE CENTER - REPLAT THIRTY ONE, ACCORDING TO THE PLAT THEREOF, TO BE RECORDED AS PLAT BOOK ______, PAGE ______ OF THE PUBLIC RECORDS OF OSCELLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 3, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCELLA COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF OSCELLA CORPORATE CENTER, AS RECORDED IN PLAT BOOK 6, PAGE 147 OF THE PUBLIC RECORDS OF OSCELLA COUNTY, FLORIDA; THEREFROM, RUN N 00°09'10" E, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 3 A DISTANCE OF 20.84 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST OSCELLA PARKWAY; THEREFROM, RUN E 00°09'10" N, A DISTANCE OF 151.25 FEET TO THE POINT OF BEGINNING; THEREFROM RUNLING SOUTHERLY, HAVING A RADIUS OF 1517.42 FEET, THEREFROM WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°01'25" FOR A DISTANCE OF 80.84 FEET; THEREFROM, DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF EAST OSCELLA PARKWAY, RUN N 00°09'10" E, A DISTANCE OF 352.38 FEET; THEREFROM, RUN N 00°43'35" W, A DISTANCE OF 168.10 FEET; THEREFROM, RUN N 19°17'30" E, A DISTANCE OF 165.33 FEET; THEREFROM, RUN N 04°41'16" E, A DISTANCE OF 164.47 FEET TO THE SOUTHERLY LINE OF PARCEL 215-4, AS RECORDED IN OFFICIAL RECORDS BOOK 4586, PAGE 1769 OF THE PUBLIC RECORDS OF OSCELLA COUNTY, FLORIDA; THEREFROM, RUN S 43°55'15" E, A DISTANCE OF 38.46 FEET; THEREFROM, DEPARTING THE SOUTH LINE, RUN S 08°19'38" E, A DISTANCE OF 30.35 FEET; THEREFROM, RUN S 84°10'09" W, A DISTANCE OF 75.25 FEET; THEREFROM, RUN S 08°03'00" E, A DISTANCE OF 283.86 FEET; THEREFROM, RUN S 78°37'06" E, A DISTANCE OF 94.54 FEET; THEREFROM, RUN S 09°03'03" W, A DISTANCE OF 19.00 FEET; THEREFROM, RUN S 05°55'07" W, A DISTANCE OF 300.88 FEET; THEREFROM, RUN S 00°37'22" W, A DISTANCE OF 155.29 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 38.09 FEET, THEREFROM SOUTHWEST ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°21'15" FOR A DISTANCE OF 55.94 FEET TO A POINT OF TANGENCY; THEREFROM, RUN S 89°40'49" W, A DISTANCE OF 65.21 FEET; THEREFROM, RUN S 03°51'41" W, A DISTANCE OF 27.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 212,712 SQUARE FEET, OR 4.883 ACRES, MORE OR LESS.