



INSTR 20070089020
OR BK 09106 PG 3927 PGS=6
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
02/08/2007 02:30:42 PM
REC FEE 52.50

This Instrument prepared by:
David E. Todd, Regional Counsel
Economic Development Administration
401 West Peachtree Street, NW, Suite 1820
Atlanta, Georgia 30308-3510

COVENANT OF PURPOSE, USE AND OWNERSHIP

This Covenant, dated February 2, 2007 is by University of Central Florida located at 4000 Central Florida Boulevard, Orlando, Florida 32816 ("Recipient") for the benefit of the Economic Development Administration, United States Department of Commerce, located at the Main Commerce Building, Washington, DC 20230 ("EDA"), with a Regional Office at 401 West Peachtree Street, NW, Suite 1820, Atlanta, Georgia 30308-3510.

Recipient makes this Covenant based on the following.

Recipient submitted an application and subsequently was awarded an Award, designated as EDA Award No. 04-01-05510 for financial assistance under the Public Works and Economic Development Act of 1965, as amended (P.L. 89-136, 42 U.S.C. 3121, et seq.) ("PWEDA").

By Financial Assistance Award, dated November 9, 2004, EDA offered an Award of One Million Five Hundred Thousand Dollars (\$1,500,000) ("Award Amount") to assist in financing the construction of the facility expansion for the School of Optics ("Project") with the total Project estimated to cost \$3,685,750.

Any reference in this Covenant to the Project includes this real property.

On November 9, 2004, Recipient accepted the Award subject to certain terms and conditions, including the requirements of Title 13 Code of Federal Regulations, Part 314, as amended.

The EDA Financial Assistance Award provides, inter alia, that Recipient, without EDA's prior written consent, will not sell, lease, mortgage, or otherwise alienate any right to, or interest in, the Project as prescribed in Title 13 CFR Part 314 and Title 15 CFR Part 24. The Award Agreement and said regulations also prohibits Recipient, without EDA's prior written consent, from using the Project for purposes other than those specified in the Award Agreement and in the Recipient's application ("Authorized Uses").

If Recipient does desire to sell, lease, mortgage or otherwise alienate any right to or interest in the Project, it may be required to compensate EDA for its fair share as set forth in 13 CFR Part 314.

In order to assure that the benefits of EDA's Award will accrue to the public and be used as intended by both EDA and Recipient, the Recipient agrees to the following.

1. The expected useful life of the Project is twenty (20) years.
2. During its expected useful life the Project shall be used only for the purposes specified in the Financial Assistance Award and in the application. The Project, including any interest therein, shall not be sold, leased, conveyed, encumbered, abandoned, or otherwise transferred without the prior written consent of the Assistant Secretary of Commerce for Economic Development.
3. If Recipient uses the Project for a non-Authorized Use or sells, leases, conveys, encumbers, abandons or otherwise transfers without the prior written consent of the Assistant Secretary, Recipient shall compensate EDA for its fair share. The fair share to be compensated to EDA shall be computed as set forth in Title 13 CFR Part 314, as same may be amended from time to time.
4. This Covenant shall run with the land for a period of twenty (20) years.
5. Recipient agrees that this Covenant is a reasonable restraint on alienation of use, control, possession of or title to the Project and underlying real property.
6. This Covenant shall not be binding on the United States of America or its interest in this real property described in Exhibit A.
7. The Project is situated on the real property described in Exhibit "A" attached and incorporated herein by this reference, which real property is owned by the State of Florida Board of Trustees of the Internal Improvement Fund and leased to the Florida Board of Regents, as Lessee, now known as the University of Central Florida Board of Trustees pursuant to the certain Lease Agreement bearing No. 2721 between said State of Florida Board of Trustees of the Internal Improvement Trust Fund and the Florida Board of Regents dated January 22, 1974. Any reference in this Covenant to the Project includes this leasehold interest.
8. Recipient acknowledges and agrees that upon this Covenant being duly executed and recorded in the public records of Orange County, Florida, that the above described Lease Agreement is encumbered by this Covenant.

Authorized representatives of Recipient have signed this Covenant on the date written above.

University of Central Florida

Attest:

By: Susan Leden
(Name)

Its: Sr. Ex. Secretary
(Title)

By: John C. Hitt
John C. Hitt
Its: President
(Title)

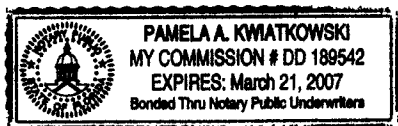
The execution of this Covenant by the Attorney for Recipient attests and confirms that this Covenant, a) has been duly executed by Recipient, b) the form and content of this Covenant is approved, and c) upon recording this Covenant in the public records of Orange County, Florida, the above described leasehold interest of Recipient in the subject real property is encumbered by this Covenant under Florida law.

Approved: Jocelyn P. Clark
Attorney for Recipient

STATE OF FLORIDA
COUNTY OF ORANGE

I hereby certify that on this day before me Pamela Kwiatkowski Notary Public authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument as John C. Hitt the President of the University of Central Florida and acknowledged before me that he executed the same as such officer in the name of and on behalf of the University of Central Florida Board of Trustees.

Witness my hand and official seal in the County and State last aforesaid this 2nd day of February, 2007.



Pamela A. Kwiatkowski
Notary Public
My Commission Expires 3/21/2007

EXHIBIT A

SCHEDULE "A"
CREOL EXPANSION

Description :

Creol Expansion at the Optics Research Center Building on the University of Central Florida Campus, Orlando, Florida, in Section 3, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows :


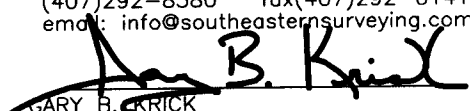
Commence at the West 1/4 corner of said Section 3; thence S 00°00'00" E a distance of 1307.18 feet; thence N 90°00'00" E a distance of 4625.15 feet to the Point of Beginning, being the Existing Optics Research Center Building corner; thence N 11°54'24" E a distance of 29.95 feet; thence S 78°05'36" E along a line that is 29.95 feet North of and parallel with said existing North building line a distance of 29.95 feet; thence N 11°54'24" E a distance of 20.75 feet; thence S 78°05'36" E along a line that is 50.70 feet North of and parallel with said existing North building line a distance of 27.68 feet; thence S 11°54'24" W a distance of 8.79 feet; thence S 78°05'36" E along a line that is 41.91 feet North of and parallel with said existing North building line a distance of 97.97 feet; thence N 11°54'24" E a distance of 4.70 feet; thence S 78°05'36" E along a line that is 46.61 feet North of and parallel with said existing North building line a distance of 14.06 feet; thence S 11°54'24" W a distance of 46.62 feet to a point on said Existing North building line; thence N 78°05'36" W along said existing North building line a distance of 169.65 feet the Point of Beginning.

Containing 7,062 square feet more or less.

SURVEYORS NOTES

1. Bearings shown hereon are based on the existing North building line of the Optics Research Center Building, being N 78°05'36" W, as derived from the Florida State Plane Coordinate system, East Zone.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the signature and raised seal of a Florida licensed surveyor and mapper.

NOT VALID WITHOUT SHEET 2

DESCRIPTION	Date: 11/16/2006 KR Job No.: 51004 Scale: 1"=30' CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. REVISED : DECEMBER 21, 2006 SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	CERT. NO. LB2108 51004002  SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com  GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245
FOR University of Central Florida		

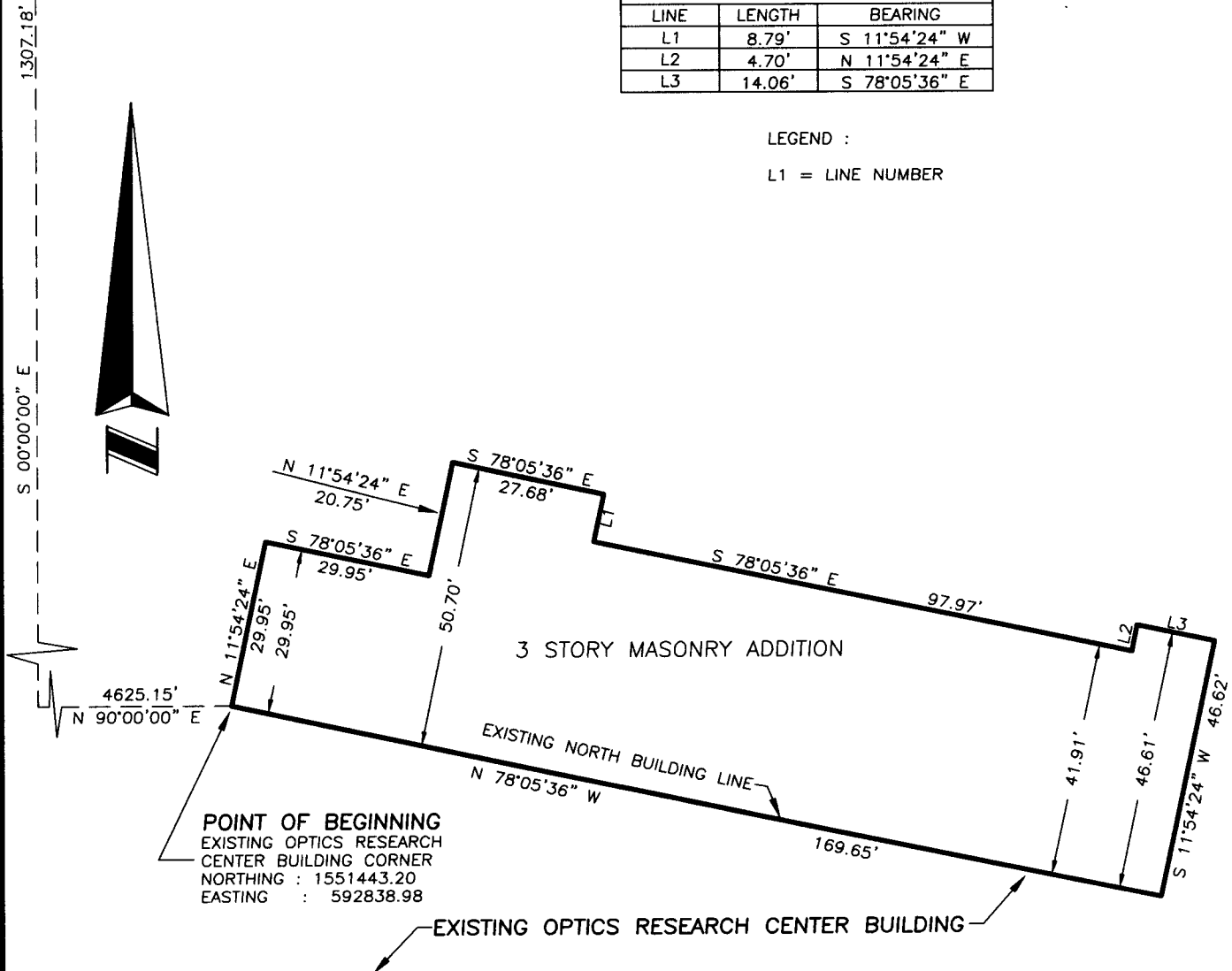
SKETCH OF DESCRIPTION CREOL EXPANSION

POINT OF COMMENCEMENT
WEST 1/4 CORNER OF
SECTION 03-22-31

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.79'	S 11°54'24" W
L2	4.70'	N 11°54'24" E
L3	14.06'	S 78°05'36" E

LEGEND :

L1 = LINE NUMBER

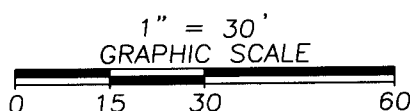


NOTES :

1. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NOT VALID WITHOUT SHEET 1.

REVISED : 12/21/2006
Drawing No. 51004002
Job No. 51004
Date: 11/16/2006
SHEET 2 OF 2
See Sheet 1 for Description


THIS IS NOT A SURVEY



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email:info@southeasternsurveying.com



INSTR 20080191451
OR BK 09646 PG 1308 PGS=4
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
04/01/2008 02:40:33 PM
REC FEE 35.50

This instrument prepared by:
Return to:
Paul S. Quinn, Jr., Esq. 
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
Phone: (407) 843-8880

**SUBORDINATION AGREEMENT
REGARDING LANDLORD'S LIEN**

THIS SUBORDINATION AGREEMENT made this 13th day of March, 2008, by and between UCF CONVOCATION CORPORATION, a Florida non-profit corporation ("UCF"), whose address is 4000 Central Florida Blvd., Room 384, Millican Hall, Orlando Florida 32816, FIRST NATIONAL BANK OF CENTRAL FLORIDA ("Bank"), whose address is 369 North New York Avenue, Winter Park, Florida 328789, and TAILGATERS SMOKEHOUSE, INC., a Florida corporation, whose address is 700 Lake Eva Drive, Chuluota, Florida 32766 ("Tailgaters").

WHEREAS, UCF is the Landlord of the premises known as Space #1, Retail 3 Building, UCF Knights Plaza, East Plaza Drive, Orlando, Florida 32816 (the "Premises") to be rented and occupied by Tailgaters as Tenant pursuant to a lease to be signed (the "Lease").

WHEREAS, Bank is making a loan (the "Loan") to Tailgaters in connection with the financing of certain start-up costs for a restaurant which will occupy the Premises. The Loan is secured by the furniture, fixtures and equipment ("FFE") to be located on the Premises.

WHEREAS, Bank has requested that UCF subordinate its landlord's lien on the FFE to Bank's security interest in the FFE as evidenced by that certain UCC Financing Statement to be filed with the Florida Secured Transaction Registry.

NOW THEREFORE, UCF hereby subordinates its landlord's lien on the FFE to the Bank's security interest in the FFE.

This Subordination Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same document.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names as of the 25th day of March, 2008.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness Signature

RONNIE W. LAMKIN
Witness Printed Name

[Signature]
Witness Signature

TONY PELUSU
Witness Printed Name

UCF:

UCF CONVOCATION CORPORATION,
a Florida non-profit corporation

By: [Signature]

Name: R MOERS


Title: Manager

STATE OF FLORIDA
COUNTY OF ORANGE

Legal Content Approved

[Signature] 3/26/08

The foregoing instrument was acknowledged before me this 25 day of March, 2008,
by Ron Meers as Agent of UCF Convocation Corporation, a Florida
non-profit corporation, on behalf of the corporation.

NOTARY PUBLIC-STATE OF FLORIDA
 **C. Elaine Wampler**
Commission # DD577327
Expires: JULY 24, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

AFFIX NOTARY STAMP

C. Elaine Wampler
Signature of Notary Public

C. ELAINE WAMPLER
(Print Notary Name)

My Commission Expires: 7/24/2010
Commission No.: DD 577327

☒ Personally known, or

☐ Produced Identification

Type of Identification Produced:

Paul S. Quinn, Jr.
Witness Signature
Paul S. Quinn, Jr.
Witness Printed Name
[Signature]
Witness Signature
12th Street
Witness Printed Name

TAILGATERS:

TAILGATERS SMOKEHOUSE, INC., a
Florida corporation

By: [Signature]
Gregory V. Faull, President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 13th day of March, 2008,
by Gregory V. Faull, as President of TAILGATERS SMOKEHOUSE, INC., a Florida corporation,
on behalf of the corporation.

[Signature]
Signature of Notary Public

Ruth Wakefield
(Print Notary Name)

My Commission Expires: May 31, 2010
Commission No.: DD 558780

AFFIX NOTARY STAMP



☐ Personally known, or
☒ Produced Identification
Type of Identification Produced:
driver's License

Paul S. Quinn, Jr.
Witness Signature
Paul S. Quinn, Jr.
Witness Printed Name
Ruth Wakefield
Witness Signature
Ruth WAKEFIELD
Witness Printed Name

BANK:

FIRST NATIONAL BANK OF CENTRAL
FLORIDA

By: [Signature]
Ted Bradford, Senior Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13th day of March, 2008,
by Ted Bradford, as Senior Vice President of FIRST NATIONAL BANK OF CENTRAL
FLORIDA, on behalf of the bank.

Ruth Wakefield
Signature of Notary Public

Ruth WAKEFIELD
(Print Notary Name)

My Commission Expires: May 31, 2010
Commission No.: DD 558980

AFFIX NOTARY STAMP



☐ Personally known, or
☒ Produced Identification
Type of Identification Produced:
driver's License

Please return this document to:

TelAcq Consulting, Inc.

1015 US Highway 19

Holiday, FL 34691

DOCH# 20100427592 B: 10079 P: 4975

07/23/2010 09:17:45 AM Page 1 of 4

Rec Fee: \$35.50

Deed Doc Tax: \$0.00

Intangible Tax: \$0.00

Mortgage Stamp: \$0.00

Martha O. Haynie, Comptroller

Orange County, FL

SA - Ret To: TELACQ CONSULTING INC



Memorandum of Lease

OR70XC005 UCF North

OR70XC005 UCF North

Please return this document to:
 Telacq Consulting, Inc.
 1015 US Highway 19
 Holiday, FL 34691

Memorandum of Lease

This Memorandum of Lease ("Memorandum") dated May 11, 2010 evidences that a Lease Agreement (the "Agreement") dated May 11, 2010 (the "Effective Date"), was made and entered into between the University of Central Florida, acting for and on behalf of its Board of Trustees, a public body corporate of the State of Florida ("Owner") and SprintCom Inc., a Kansas corporation ("Tenant").

The Agreement provides in part that Tenant has the right to enter upon certain real property owned by Owner and located at research Parkway and N. Alafaya Trail, City of Orlando, County of Orange, State of Florida as further described in the Agreement (the "Owners Property") for the purpose of performing investigations and tests and, upon finding the Site appropriate, to lease the Site for the purpose of installing, operating and maintaining a communications facility and other improvements. The Owners Property is further described in Exhibit A attached hereto.

The term of Tenants lease and tenancy under the Agreement is 5 years commencing on the "Term Commencement Date" which is defined as the earlier to occur of (a) the date that Sprint/Nextel commences construction of the Facilities; or (b)

Email Address: _____

6 months after the Effective Date, and is subject to 5 renewal terms of 5 years each that may be exercised by Tenant.

The parties have executed this Memorandum as of the day and year first above written.

OWNER

University of Central Florida, acting for and on behalf of its Board of Trustees

a public body corporate of the State of Florida

By: Ray Puskas 4/8/10

Name: Raymond Puskas

Title: Director of Purchasing

Address: 12479 Research Parkway

Orlando, FL 32826

Contact Phone Number: 407-823-2661

TENANT

SprintCom Inc.

A Kansas corporation

By: David Hill

Name: David Hill

Title: Authorized Agent

Address: Mailstop KSOPHT0101-Z2650

6391 Sprint Parkway

Overland Park, KS 66251-2650

Legal Content Approved

J. Clark, 4/6/10

Attach Exhibit A - Site Description

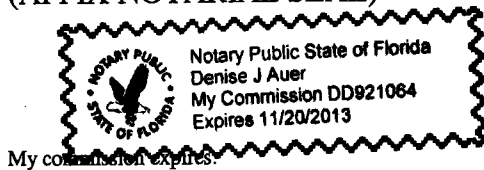
OWNER NOTARY BLOCK:

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was (choose one) ☐ attested or ☒ acknowledged before me this 8th day of April, 2010, by (choose one) ☒ Raymond Puskas as an individual, ☐ _____, as _____, on behalf of the corporation, or ☐ _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)



Denise J. Auer
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

Denise J. Auer
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

TENANT NOTARY BLOCK:

STATE OF FloridaCOUNTY OF Pasco

The foregoing instrument was (choose one) ☐ attested or ☐ acknowledged before me this 11th day of May, 2010, by (choose one) ☐ _____ as an individual, ☐ David Hill, as authorized agent of SprintCom Inc., a Kansas corporation, on behalf of the corporation, or ☐ _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

My commission expires:



Celynda Redgrave
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

Celynda Redgrave
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

EXHIBIT "A"

Owners Property:

DESCRIPTION:

A portion of the Northwest 1/4 of Section 2, Township 22 South, Range 31 East lying in Orange County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of said Section 2; thence along North line of the Northwest 1/4 of said Section 2, North 89°29'24" East, 205.62 feet; thence departing said North line, South 00°30'36" East, 336.55 feet to the POINT OF BEGINNING; thence North 89°29'24" East, 100.00 feet; thence South 00°30'36" East, 100.00 feet; thence South 89°29'24" West, 100.00 feet; thence North 00°30'36" West, 100.00 feet to the POINT OF BEGINNING.

Containing: 10,000.40 square feet, or 0.23 acres more or less.

Note to Recording Clerk:
Please cross reference with
O.R. Book 6660, Page 1982.

Prepared by:
Brenna M. Durden, Esq.
Lewis, Longman & Walker, P.A.
245 Riverside Avenue, Ste. 150
Jacksonville, FL 32202

DOC# 20110441805 B: 10257 P: 1973
08/23/2011 08:25:22 AM Page 1 of 9
Rec Fee: \$78.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: LEWIS LONGMAN & WALKER

Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this 30th day of June, 2011,
by the UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES, a public body
corporate, having an address of P.O. Box 160015
Orlando, FL 32816, Orlando, Florida ("UCF") in favor of
the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under
Chapter 373, Florida Statutes, having a mailing address at 4049 Reid Street, Palatka, Florida
32178-1429 ("District").

RECITALS:

WHEREAS, UCF is the successor lessee to that certain Lease Agreement Number
2721, dated January 22, 1974, by and between the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida and the Florida Board of Regents, as amended,
extended or modified from time to time (the "Lease") of certain real property located in Orange
County, Florida; and

WHEREAS, UCF, as the successor lessee of the lease, desires to grant a conservation
easement over certain real property located in Orange County, Florida more particularly
described in Exhibit "A" attached hereto and made a part hereof (the "Conservation Easement
Parcel") in exchange for the District's release of a 7.847-acre conservation easement parcel

located on the UCF campus, for so long as UCF and its successors and assigns under the Lease, have a leasehold interest in the Conservation Easement Parcel.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UCF agrees as follows:

1. Grant of Easement. UCF, as the successor lessee under the lease, hereby voluntarily grants and conveys to the District a conservation easement for the term of the Lease, including any extensions, amendments and/or modifications thereof, over the Conservation Easement Parcel of the nature and character and to the extent hereinafter set forth (the "Conservation Easement").

2. Purpose. The parties agree that the purpose of this Conservation Easement is to assure that the Conservation Easement Parcel will be retained in its existing natural condition and to prevent any use of the Conservation Easement Parcel that will impair or interfere with the environmental value of the Conservation Easement Parcel, subject to the terms and conditions hereof, and that this Conservation Easement is sufficient to satisfy the conditions of District Rule 40C-1.1101(1)(a), Florida Administrative Code.

3. Prohibited Uses. Any activity on or use of the Conservation Easement Parcel inconsistent with the purpose of this Conservation Easement is prohibited. Except as more particularly described hereinafter, without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a. Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- b. Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- c. Removing or destroying trees, shrubs, or other vegetations.

d. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

e. Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

g. Acts or uses detrimental to such retention of land or water areas.

h. Acts or use detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or culture significance.

4. Reserved Rights. UCF reserves unto itself, and its successors and assigns under the Lease, all rights accruing from its leasehold interest of the Conservation Easement Parcel, including the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Parcel that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. UCF also reserves the right to conduct the hydrologic and vegetative enhancement and restoration activities within Wetland 5 as set forth in the documents entitled "Environmental Lift for Wetlands W-2 and W-5 in lieu of Fine" ("ELP"), dated September 23, 2009, attached hereto and incorporated herein as Exhibit "B"; provided, however, this specific reserved right shall expire upon a written determination by the District that the success criteria have been achieved for the enhancement and restoration activities undertaken by UCF pursuant to the ELP. UCF additionally reserves for itself, its successors and assigns under the Lease, the right to undertake land management activities that are specifically authorized prior thereto in writing by the District within the Conservation Easement Parcel.

5. Rights of Grantee. To accomplish the purposes stated herein, UCF conveys the following rights to the District:

a. To enter upon and inspect the Conservation Easement Parcel in a reasonable manner and at reasonable times to determine if UCF, or its successors and assigns under the Lease, are complying with the covenants and prohibitions contained in this Conservation Easement.

b. To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Parcel that may be damaged by any activity inconsistent with this Conservation Easement.

6. District's Discretion. The District may enforce the terms of this Conservation Easement at its discretion, but if UCF breaches any term of this Conservation Easement and the District does not exercise its rights under this Conservation Easement, the District's forbearance shall not be construed to be a waiver by the District of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement. No delay or omission by the District in the exercise of any right or remedy upon any breach by UCF shall impair such right or remedy or be construed as a waiver. The District shall not be obligated to UCF, or to any other person or entity, to enforce the provisions of this Conservation Easement.

7. Acts Beyond UCF's Control. Nothing contained in this Conservation Easement shall be construed to entitle the District to bring any action against UCF for any injury to or change in the Conservation Easement Parcel resulting from natural causes beyond UCF's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by UCF under emergency conditions to prevent, abate or mitigate significant injury to the Conservation Easement Parcel or to persons resulting from such causes.

8. Recordation. UCF shall record this Conservation Easement in timely fashion in the Official Records of Orange County, Florida, and shall rerecord it at any time the District may require to preserve its rights. UCF shall pay all recording costs and taxes necessary to record

this Conservation Easement in the public records. UCF will hold the District harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running with the Conservation Easement Parcel for the term of the Lease, including any extensions, amendments and/or modifications thereof.

IN WITNESS WHEREOF, UCF has executed this Grant of Conservation Easement on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**

Signature: J. Sheree Morgan
Printed Name: J. Sheree Morgan

Signature: William F. Merck II
Printed Name: William F. Merck II
Title: Vice President for Admin & Finance
and Chief Financial Officer
Legal Content Approved: WFL

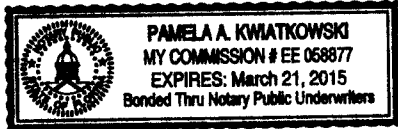
Signature: Judith E Monroe
Printed Name: Judith E Monroe

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30th day of June, 2011, by William F. Mack II, who did not take an oath.

Pamela A. Kwiatkowski
Notary Public, State of Florida
at Large.



My Commission Expires:
March 21, 2015

Serial No. EE 058877

Personally known ☒ OR produced identification ☐ Identification produced ☐

**CONSENT OF THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

**To
GRANT OF CONSERVATION EASEMENT**

The Grant of Conservation Easement imposes certain rights and restrictions on portions of the University of Central Florida campus, which is under lease from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the University of Central Florida, for the purpose of preserving, enhancing and/or restoring wetlands and/or uplands. Such rights and restrictions remain in force for a period coterminous with the referenced lease and any renewals, extensions or modifications thereof, but no longer.

The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, on this 24th day of August, 2011, hereby consents and agrees to the Grant of Conservation Easement by the University of Central Florida, dated the 30th day of June, 2011.

By: Gloria C. Barber (SEAL)
Gloria C. Barber, Operations and Management
Consultant Manager, Bureau of Public Land
Administration, Division of State Lands, State of
Florida Department of Environmental Protection, as
agent for and acting on behalf of Board of Trustees
of the Internal Improvement Trust Fund of the State
of Florida

Approved as to Form and Legality

By: Samuel H. Hahn
State of Florida Department of Environmental
Protection, Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 12th day of August, 2011, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and acting on behalf of Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

Kajuan D. Crumitie
Notary Public, State of Florida at Large.
My Commission Expires: 5/17/2013
Serial No. DD 884683

Personally known X OR produced identification _____
Identification produced: _____

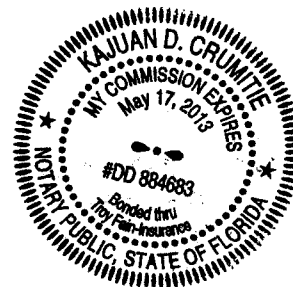


EXHIBIT "A"

Sheet 1
See Sketch of Description
Included as Attachment "A"

LEGAL DESCRIPTION

A tract of land lying in the Northwest 1/4 and the Southwest 1/4 of Section 2, Township 22 South, Range 31 East, Orange County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Section 2, Township 22 South, Range 31 East, Orange County, Florida and run South 52°58'42" East for a distance of 2672.02 feet to the POINT OF BEGINNING; thence run North 89°21'12" East, for a distance of 94.88 feet; thence run North 28°55'20" West, for a distance of 70.81 feet; thence run North 89°21'12" East for a distance of 476.88 feet to a point on the West line of the Northeast 1/4 of Section 2, Township 22 South, Range 31 East, Orange County, Florida and the West line of University Estates Unit 1 as per plat thereof as recorded in Plat Book 24, Page 135 of the Public Records of Orange County, Florida; thence run South 00°38'21" East along said West line for a distance of 865.38 feet; thence departing said line and run South 53°33'25" West, for a distance of 6.50 feet to a point on the Conservation Easement P-3A as recorded in Official Records Book 6660, Page 1982 of the Public Records of Orange County, Florida; thence run along said Easement for the following courses: South 56°06'02" West, for a distance of 59.77 feet; thence South 00°40'57" East, for a distance of 1,020.66 feet; thence departing said Conservation Easement and run South 75°52'30" West, for a distance of 9.53 feet; thence North 58°07'58" West, for a distance of 7.86 feet; thence North 29°36'20" West, for a distance of 587.08 feet; thence North 43°12'37" West, for a distance of 77.25 feet; thence North 31°22'55" West, for a distance of 49.56 feet; thence North 16°53'44" West, for a distance of 198.77 feet; thence North 16°43'09" West, for a distance of 84.53 feet; thence North 24°24'28" West, for a distance of 237.56 feet; thence North 25°30'47" West, for a distance of 33.27 feet; thence North 24°40'29" East, for a distance of 67.85 feet; thence North 26°17'01" East, for a distance of 404.08 feet; thence North 22°21'16" West, for a distance of 156.67 feet; thence North 24°50'42" West, for a distance of 173.50 feet to the POINT OF BEGINNING.

Containing 17.216 Acres, more or less.

Order No. T10B29-R1 Job No. SX-6018-10

Prepared by:

Tinklepaugh Surveying Services, Inc.
850 Courtland Street, Suite 2A
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 5J-17, Florida Administrative Code, 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.

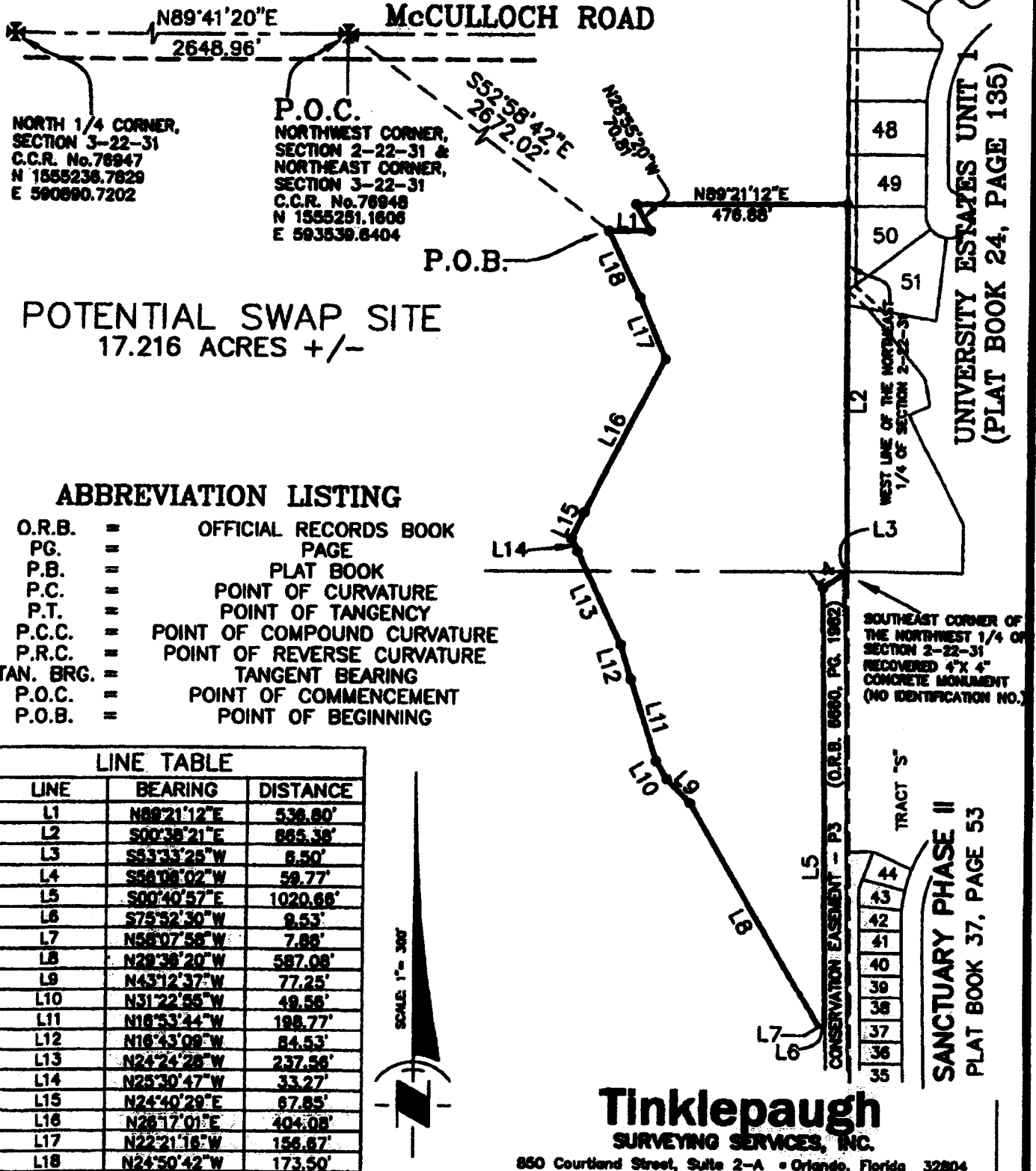

ROBERT W. MONACO, P.S.M. # 5980
Date: April 28, 2011



ATTACHMENT "A"

SKETCH OF DESCRIPTION

- NOT A SURVEY -



FILE No. SX-6018-10

I:\T10B29\T10B29-R1.dwg 4/28/2011

Upon Recording, Return to:

Pennington Law Firm, L.L.C.
Post Office Box 2844
Columbia, South Carolina 29202

DOC# 20120017342 B: 10317 P: 4882
01/11/2012 12:58:52 PM Page 1 of 9
Rec Fee: \$78.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: PENNINGTON LAW FIRM

STATE OF FLORIDA)

COUNTY OF ORANGE)

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is made this 13th day of December, 2011, between **UNIVERSITY OF CENTRAL FLORIDA**, acting for and on behalf of its Board of Trustees, a public body corporate of the State of Florida, hereinafter designated Owner and **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP**, a Delaware limited partnership, d/b/a Verizon Wireless, hereinafter designated Tenant. Owner and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. **OWNER'S PROPERTY** Owner represents and warrants it controls that certain real property and the improvements thereon located at Research Parkway and N. Alafaya Trail, City of Orlando, County of Orange, State of Florida (collectively, the "Owner's Property") described on the attached Exhibit "A", which is incorporated by reference and made apart hereof.
1. Owner and Tenant entered into a Lease Agreement (the "Agreement") on Dec 5, 2011 for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for five (5) additional five (5) year terms unless the Tenant terminates it at the end of the then current term by giving the Owner written notice of the intent to terminate at least thirty (30) days prior to the end of the then current term.
2. Owner hereby leases and demises to Tenant a portion of Owner's Property as follows:
 - A. **Existing Tower** - Tower space including space required for cable runs to connect equipment and antennas at a rad center of 160' feet, as specifically shown and

UCF Monopole
Gozer #80169

limited in Exhibit "B", which is attached hereto and incorporated by reference and made apart hereof.

- B. License - During the term of this agreement, Owner grants and conveys to Tenant an exclusive and nonexclusive license across the Owner's Property, including the improvements thereon for:
- (i) Exclusive license_- A portion of the Owner's Property comprised of Three Hundred Sixty (360) square feet (12' X 30') of land in the location shown on Exhibit "B".
 - (ii) Nonexclusive license - Unrestricted access to Tenant's ground space and parking on Owner's Property contiguous thereto seven (7) days a week, twenty-four (24) hours a day, together with access onto the tower for routine repair and maintenance upon twenty four (24) hours advance notice to Owner to be given by calling Owner's maintenance center at 407-823-5117 or 407-882-2896. In the event of emergency which Tenant reasonably believes may result in injury to persons or property or in interruption of Tenant's service, the twenty-four (24) hour advance notice shall not be required, provided, however, that prior to accessing any equipment on the tower structure Tenant shall notify Owner's maintenance center at the telephone number set forth in this subparagraph.
 - (iii) initial installation, location, operation, repair, replacement and maintenance of cable runs and utilities, including, without limitation, telephone and electric utilities (the portion of Owner's Property leased to Tenant and the exclusive and nonexclusive licensed access, cable and utility runs are collectively referred to herein as the "Leased Property"). Owner and Tenant agree that the Leased Property may be surveyed by a licensed surveyor and/or shown on construction drawings prepared by a licensed engineer, at Tenant's expense. Such survey and/or construction drawings shall then replace Exhibit "B" and become a part hereof and shall control the description of the Leased Property if a discrepancy exists between the

UCF Monopole
Gozer #80169

description contained in this Paragraph 2 and survey and/or construction drawings.

4. The Term Commencement Date of the Agreement, of which this is a Memorandum, is defined as the earlier to occur of: (a) the first day of the month in which the date that Tenant commences construction of the Facilities occurs; or (b) the first day of the month following 6 months after the Effective Date. The Term will be automatically renewed for 5 additional terms of 5 years each (each a "Renewal Term"), unless Tenant provides Owner with notice of its intention not to renew thirty (3) days prior to the expiration of the initial Term or any Renewal Term. Owner and Tenant agree that they shall acknowledge in writing the Commencement Date.
5. If Owner elects, during the Term (i) to sell or otherwise transfer all or any portion of the Leased Property, whether separately or as part of a larger parcel of which the Leased Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Leased Property occupied by Tenant, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, Tenant shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Tenant fails to meet such bona fide offer within thirty (30) days after written notice thereof from Owner, Owner may sell or grant the easement or interest in the Leased Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Owner and Tenant.

UCF Monopole
Gozer #80169

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, Owner and Tenant have caused this Memorandum to be duly executed on the date first written hereinabove.

OWNER:

UNIVERSITY OF CENTRAL FLORIDA
acting for and on behalf of its Board of Trustees,
a public body corporate of the State of Florida

By: [Signature]

Witness: [Signature]

Name: Gregory Robinson

Print Name: ANDREW W. Hulsey

Title: Director Purchasing

Witness: [Signature]

Date: 12/18/11

Print Name: Michael J Scuggs

Address: 4000 Central Florida Blvd.
Orlando, Florida 32816

Legal Content Approved

[Signature] 12/17/11

TENANT:

Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless

By: [Signature]

Witness: [Signature]

Name: Hans F. Leutenegger

Print Name: JEAN M MUSA

Title: Area Vice President Network

Witness: [Signature]

Date: 12/15/2011

Print Name: [Signature]

UCF Monopole
Gozer #80169

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

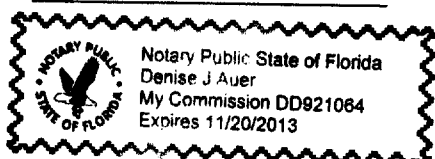
ACKNOWLEDGEMENT

I, Denise Auer, a Notary Public for said County and State, do hereby certify that Gregory Robinson personally came before me this day and acknowledged that he is the Director Purchasing of **UNIVERSITY OF CENTRAL FLORIDA** acting for and on behalf of its Board of Trustees, a public body corporate of the State of Florida, and s/he, being authorized to do so, executed the foregoing instrument as his own act and deed on behalf of **UNIVERSITY OF CENTRAL FLORIDA**.

WITNESS my hand and official Notarial Seal, this 13 day of December 2011.

Denise Auer
Notary Public

My Commission Expires:



STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

ACKNOWLEDGMENT

I, Lynne Carlisle, a Notary Public for State, do hereby certify that Hans F. Leutenegger personally came before me this day and acknowledged that he is the Area Vice President Network of **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP** d/b/a Verizon Wireless, and that he, being authorized to do so, executed the foregoing instrument on behalf of the Partnership.

WITNESS my hand and official Notarial Seal, this 5 day of December, 2011.

OFFICIAL SEAL
Notary Public, North Carolina
County of Mecklenburg
LYNNE CARLISLE
My Commission Expires March 20, 2016

Lynne Carlisle
Notary Public

UCF Monopole
Gozer #80169

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

DESCRIPTION:

A portion of the Northwest 1/4 of Section 2, Township 22 South, Range 31 East lying in Orange County, Florida, being more particularly described as follows:

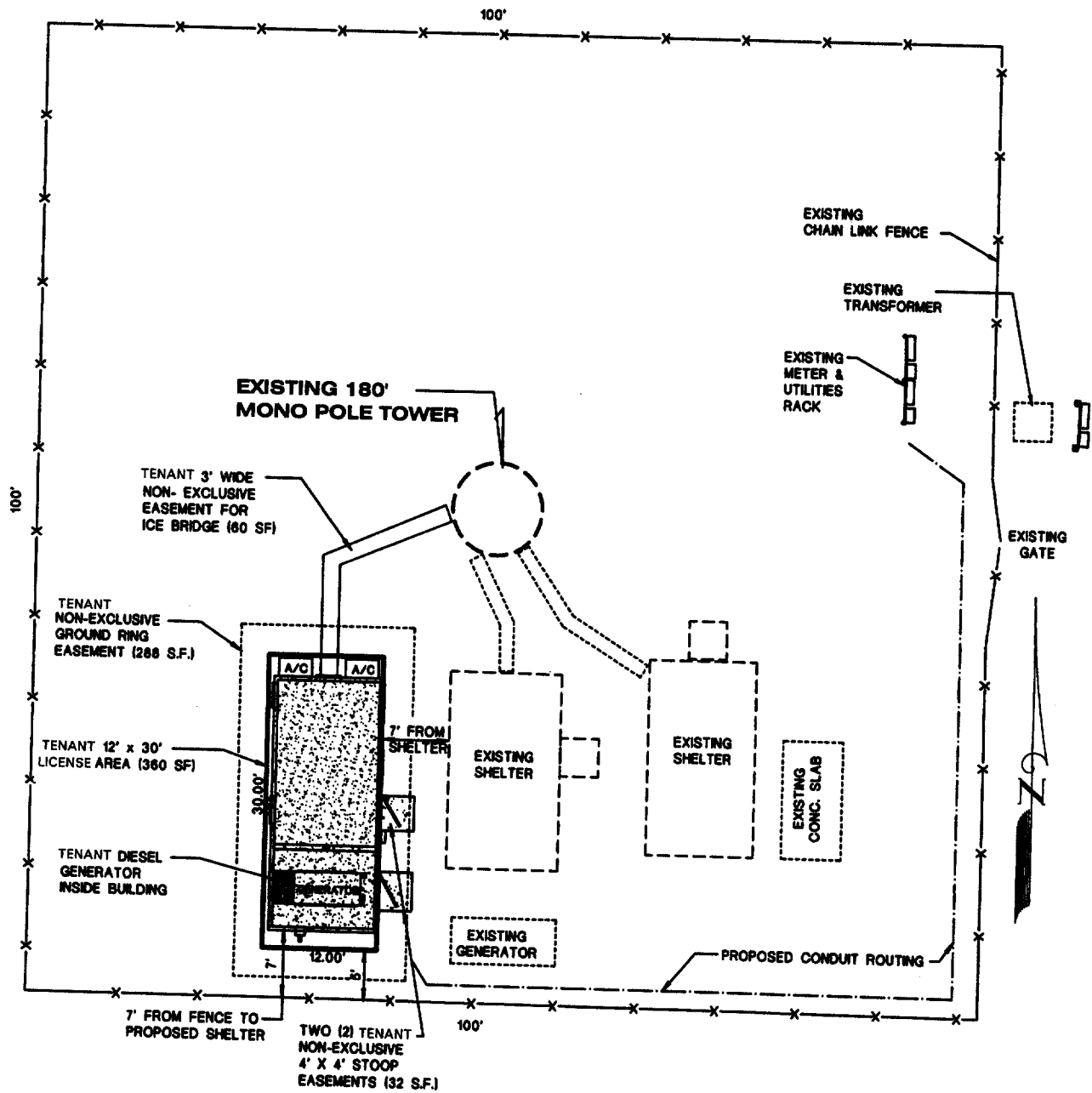
BEGIN at the Northwest corner of said Section 2; thence along North line of the Northwest 1/4 of said Section 2, North 89°29'24" East, 205.62 feet; thence departing said North line, South 00°30'36" East, 336.55 feet to the POINT OF BEGINNING; thence North 89°29'24" East, 100.00 feet; thence South 00°30'36" East, 100.00 feet; thence South 89°29'24" West, 100.00 feet; thence North 00°30'36" West, 100.00 feet to the POINT OF BEGINNING.

Containing: 10,000.40 square feet, or 0.23 acres more or less.

UCF Monopole
Gozer #80169

EXHIBIT "B"

EXHIBIT B
(PAGE 1 OF 2)



LEASE EXHIBIT
7/28/2011

UCF NORTH
SITE ID # 80169

Site Name: UCF RADIO TOWER
Site Number: 10579542

DOC # 20140074003 B: 10701 P: 8501
02/10/2014 11:02 AM Page 1 of 5
Rec Fee: \$44.00
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

MEMORANDUM OF LEASE

Prepared by:
Paul Neuner
Spire Development, Inc.
157 E. New England Avenue, Suite 202
Winter Park, FL 32789

Return to:
AT&T Mobility
Kathy Porter
1101 Greenwood Blvd.
Lake Mary, FL 32746

Cell Site No: 10579542 Cell Site Name: UCF Radio Tower
Fixed Asset Number: 10579542
State: Florida
County: Orange

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 3rd day of JANUARY, 2009, by and between **University Of Central Florida**, acting for and on behalf of its Board of Trustees, a public body corporate of the State of Florida having a mailing address of WUCF-FM Radio, 12405 Aquarius Agora Drive, Suite 130, Orlando, Florida 32816-8040 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr., Suite 13F West Tower, Atlanta, Georgia 30324 (hereinafter referred to as "Tenant").

Cingular Lease
2009 – 2014
Page 23 of 27

Site Name: UCF RADIO TOWER

Site Number: 10579542

1. Landlord and Tenant entered into a certain Lease Agreement ("Agreement") on the 30 day of JANUARY, 2004, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("Initial Term") commencing on the Effective Date (date of full execution of the Agreement), with up to five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "Premises") is described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

(signatures on the following page)

Cingular Lease
2009 – 2014
Page 24 of 27

Site Name: UCF RADIO TOWER

Site Number: 10579542

"LANDLORD"

UNIVERSITY OF CENTRAL FLORIDA
 acting for and on behalf of its Board of Trustees,
 a public body corporate of the State of Florida

By: T. Collins for

Witness:

Christine M. TangelName: Gregory RobinsonPrint Name: Christine M. TangelTitle: Director of Purchasing

Witness:

Patricia S. StuckyTeresa Collins; Assoc. DirectorDate: 1/3/2014

Print Name:

Patricia S. Stucky

Address: 12479 Research Parkway
 Orlando, Florida 32826

Approved as to Form and Legality

VCC 1/2/13

TENANT:

New Cingular Wireless, PCS, LLC
 a Delaware limited liability company

By: AT&T Mobility Corporation
 Its: Manager

By: J. M. Collins

Witness:

Kathy PorterName: John M. CollinsPrint Name: Kathy PorterTitle: Area Real Estate
Manager

Witness:

Debbie LewisDate: 12-10-13

Print Name:

Debbie Lewis

Address: 575 Morosgo Dr.
 Suite 13F West Tower
 Atlanta, Georgia 30324

Cingular Lease
 2009 - 2014
 Page 25 of 27

Site Name: UCF RADIO TOWER
 Site Number: 10579542

"TENANT"

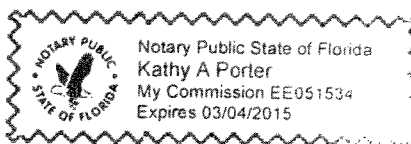
TENANT ACKNOWLEDGMENT

STATE OF Florida)
)
 COUNTY OF Seminole) ss:

On the 10TH day of December in the year 2013 before me, the undersigned, a notary public in and for said state, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: Kathy A. Porter
 My Commission Expires:

Kathy Porter



LANDLORD ACKNOWLEDGMENT

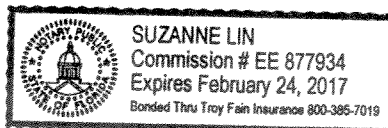
STATE OF Florida)
) ss:
 COUNTY OF Orange)

On the 3rd day of Jan. in the year 2014 before me, the undersigned, a notary public in and for said state, personally appeared TERESA COLLINS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public:

Suzanne Lin
Suzanne Lin

My Commission Expires: 2/24/17.



Cingular Lease
 2009 – 2014
 Page 26 of 27

Site Name: UCF RADIO TOWER

Site Number: 10579542

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of Lease dated January 3, 2014, by and between **University Of Central Florida**, acting for and on behalf of its Board of Trustees, a public body corporate of the State of Florida, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

University of Central Florida: 4000 Central Florida Pkwy, Orlando, FL 32816

The Owner does hereby lease to the Tenant the following described premises in the County of Orange, State of Florida, together with the improvements thereon:

The West $\frac{1}{2}$ of Section 2, Township 22 South, Range 31 East, subject to right of way for road over the North 40 feet thereof. The East $\frac{1}{2}$, and that part of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of Section 3, Township 22 South, Range 31 East, lying East of Alafaya Trail, subject to right of way for road over the North 40 feet thereof. The Northeast $\frac{1}{4}$ and that part of the Northwest $\frac{1}{4}$ lying East of Alafaya Trail, and that part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, less the South 60 feet, lying East of Alafaya Trail, of Section 10, Township 22 South, Range 31 East. The Northwest $\frac{1}{4}$ of Section 11, Township 22 South, Range 31 East.

Ground Space Leased: 375 Sq. Feet

Tower Rad Center: 150 Feet

Cingular Lease
2009 – 2014
Page 27 of 27

Prepared By and Upon Recording, Return to:

Bonnie B. Merkt, Esq.
c/o Maria Martella, Florida Registered Paralegal
Holland & Knight LLP
515 E. Las Olas Boulevard, Suite 1200
Fort Lauderdale, Florida 33301

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

Licensee Site ID: WUCF Tower, No. 80227

MEMORANDUM OF LICENSE AGREEMENT

THIS MEMORANDUM OF LICENSE is entered into on this 14 day of May, 2015, by and between University Of Central Florida, acting for and on behalf of its Board of Trustees, a public body corporate of the State of Florida, having a mailing address of WUCF-FM Radio, 12405 Aquarius Agora Drive, Suite 130, Orlando, Florida 32816-8040 (hereinafter referred to as "Licensor"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, having a mailing address of 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter referred to as "Licensee").

1. Licensor and Licensee entered into a certain License Agreement ("Agreement") on the 14 day of May, 2015, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial term of the Agreement will be ten (10) years ("Initial Term") commencing on the Commencement Date (defined below), with up to four (4) successive five (5) year options to renew. The "Commencement Date" is defined as the earlier of (a) the first day of the month in which the date that Licensee commences equipment installation occurs or

(b) the first day of the month which occurs immediately after the date that is one hundred twenty (120) days after the effective date of the Agreement.

3. A description of Licensor's property and a depiction of the portion of the land being licensed to Licensee (the "Premises") are set forth in Exhibit 1 annexed hereto.
4. This Memorandum of License is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

(Signatures on the following page)

Site Name: WUCF Tower

Site Number: 80227

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

LICENSOR:

UNIVERSITY OF CENTRAL FLORIDA
acting for and on behalf of its Board of Trustees,
a public body corporate of the State of Florida

By: Mypelle [Signature]Name: Gregory RobinsonTitle: Director of PurchasingDate: 4/20/15

Address: 12479 Research Parkway
Orlando, Florida 32826

Witness: [Signature]Print Name: CHRISTINE TANGELWitness: [Signature]Print Name: Patricia S. Stucky

Approved as to Form and Legality

[Signature], 4/20/15

LICENSEE:

Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless

By: [Signature]Name: Aparna KhurjekarTitle: Area Vice President NetworkDate: 5/14/15Witness: [Signature]Print Name: Kim SchwabWitness: [Signature]Print Name: Miss

Site Name: WUCF Tower

Site Number: 80227

LICENSEE ACKNOWLEDGMENT

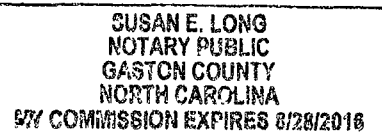
STATE OF NORTH CAROLINA)
)
 COUNTY OF MECKLENBURG)

On the 14th day of May in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Aparna Khurjekar and acknowledged that she is the Area Vice President Network of Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, and that she, as Area Vice President Network, being authorized to do so, executed the foregoing Memorandum of License on behalf of Verizon Wireless Personal Communications LP d/b/a Verizon Wireless. She is personally known to me.

Notary Public:

My Commission Expires:

Susan Long
8.28.2016



LICENSOR ACKNOWLEDGMENT

STATE OF FLORIDA)
)
 COUNTY OF ORANGE)

On the 29 day of April in the year 2015 before me, the undersigned, a notary public in and for said state, personally appeared Myrnelie Nido personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public:

My Commission Expires:

Denise A Hiatt
12/16/2017

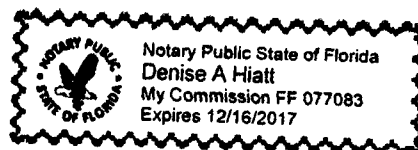


EXHIBIT 1 TO MEMORANDUM OF LICENSE

Page 1 of 3

Legal Description of Licensor's Property:

The West 1/2 of Section 2, Township 22 South, Range 31 East, subject to right of way for road over the North 40 feet thereof. The East 1/2, and that part of the East 1/2 of the West 1/2 of Section 3, Township 22 South, Range 31 East, lying East of Alafaya Trail, subject to right of way for road over the North 40 feet thereof. The Northeast 1/4 and that part of the Northwest 1/4 lying East of Alafaya Trail, and that part of the Northwest 1/4 of the Southwest 1/4, less the South 60 feet, lying East of Alafaya Trail, of Section 10, Township 22 South, Range 31 East. The Northwest 1/4 of Section 10, Township 22 South, Range 31 East.

Ground Space Licensed: 540 Sq. Feet – equipment structure
 40 Sq. Feet – fuel tank

Tower RAD Center: 110 Feet

[A depiction and survey of the Premises appear on the following two (2) pages.]

PREPARED BY:
ALLES DESIGN CORPORATION
TELEPHONE (818) 866-0080

VICINITY MAP
(NOT TO SCALE)
FLORIDA BOULEVARD ORLANDO FL 32802

LEGAL DESCRIPTIONS
(AS PREPARED BY SURVEYOR)

VERIZON WIRELESS
LEASE PARCEL "A"

WALF TOWER 803227

A PORTION OF SECTION 10 TOWNSHIP 22 SOUTH RANGE 3 EAST ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 1 CENTRAL FLORIDA ASSURANCE PARK 1/4 AC. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12 PAGE 124 THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE NORTH 88°50' 01" EAST ALONG THE NORTH LINE OF SAID BLOCK 1 A DISTANCE OF 609.93 FEET, THENCE DEPARTING THENCE NORTH 07°40' 48" EAST A DISTANCE OF 55.12 FEET TO THE POINT OF BEGINNING, THENCE NORTH 87°39' 11" WEST A DISTANCE OF 30.00 FEET, THENCE NORTH 02°20' 49" EAST A DISTANCE OF 8.00 FEET, THENCE NORTH 87°39' 11" EAST A DISTANCE OF 30.00 FEET, THENCE SOUTH 02°00' 49" WEST A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0124 ACRES OR 540 SQUARE FEET MORE OR LESS

VERIZON WIRELESS
PLEASE PARCEL 7

WULF TOWER 00227

A PORTION OF SECTION 10 TOWNSHIP 22 SOUTH RANGE 3 EAST ORANGE COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 1 CENTRAL FLORIDA RESEARCH PARK J ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12 PAGE 124 THE NORTH 01°29'00" WEST DISTANCE OF 0.00 FEET, THENCE SOUTH 89°59'10" EAST ALONG THE NORTH LINE OF SAID BLOCK 1 A DISTANCE OF 61.51 FEET, THENCE TO THE POINTING SAID NORTH LINE NORTH 02°20'49' DISTANCE OF 53.91 FEET, THENCE BEING THE BEGINNING; THENCE NORTH 87°39'11" WEST A DISTANCE OF 4.00 FEET, THENCE NORTH 02°20'49" WEST A DISTANCE OF 0.00 FEET, THENCE SOUTH 87°39'11" EAST A DISTANCE OF 4.00 FEET, THENCE SOUTH 02°20'49" WEST A DISTANCE OF 10.00 FEET,

TO THE POINT OF BEGINNING

TIFF/EDUC SOT CAMPUS
PARCEL 03 22 31 0000 00
CONTAINING 1180 ACRES
NOT PLATTED

- POINT OF COMMENCEMENT
VERIZON WIRELESS
LEASE PARCEL A
LEASE PARCEL B
NORTHWEST CORNER BLOCK 1
SOUTHWEST CORNER SOUTHEAST 1/4
OF THE NORTHWEST 1/4 SECTION 0 22 3

Cfrp Owner LLC
PARCEL 10 22 31 1240 01 000

CENTRAL FLORIDA RESEARCH PARK
PLAT BOOK 12 PAGE 124

30 DRAINAGE EASEMENT (PER PLAT)

LINE DATA		
LINE#	BEARING	DISTANCE
L1	N 02°20' 49"E	55.37
L2	N 87°33' 11"E	30.00
L3	N 02°20' 49"E	18.00
L4	S 87°33' 11"E	30.00
L5	S 02°20' 49"E	18.00
L6	N 02°20' 49"E	57.91
L7	N 87°33' 10"E	4.00
L8	N 02°20' 49"E	10.00
L9	S 87°33' 11"E	4.00
L10	S 02°20' 49"E	10.00

SCALE: T = 76 (24x24)
SCALE: T = 88 (17x17)

PARENT TRACT	LEGAL DESCRIPTION (AS PROVIDED BY CLIENT)
THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTH SECTION 10 TOWNSHIP 22 SOUTH RANGE 31 EAST GRAM	

SURVEYOR'S NOTES

- [illegible]

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PERFORMED ON DECEMBER 18, 2014, IS IN ACCORDANCE WITH THE TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 63-17 FLORIDA ADMINISTRATIVE CODE.

CERTIFIED TO AND FOR THE EXCLUSIVE BENEFIT OF:
HOLLAND & KNIGHT LLP
CHICAGO TITLE INSURANCE AGENCY INC.
VERNON HILLS, ILL.
ITS AFFILIATES, SUBSIDIARIES AND LINDERS.

KIRK S. MITCHELL, P.E.M.T.S., No. 0002
 CERTIFICATE OF AUTHORIZATION No. L.S. 0005
 VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
 SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BOUNDARY SURVEY
PREPARED FOR

VERIZON WIRELESS
WUCF TOWER 80227
A PORTION OF SECTION 10 TOWNSHIP 22 SOUTH RANGE 31 EAST
ORANGE COUNTY FLORIDA

[illegible]

ADVANCED
LAND SURVEYING
G.P.S. and
Conventional
Survey Services

P.O. BOX 20000
ATLANTA, GA 30384-0000
PHONE (404) 525-3300
FAX (404) 525-3329

P.O. BOX 20000
ATLANTA, GA 30384-0000
PHONE (404) 525-3300
FAX (404) 525-3329



MEMORANDUM OF EASEMENT

This Memorandum of Easement entered into this 12th day of January, 2016, A.D., by **FLORIDA POWER CORPORATION n/k/a DUKE ENERGY FLORIDA, LLC, a Florida Limited Liability Company d/b/a DUKE ENERGY** (hereinafter "DUKE ENERGY"), Post Office Box 14042, St. Petersburg, Florida 33733.

WITNESSETH:

WHEREAS, pursuant to instrument dated June 2, 1975 which was recorded on November 3, 1975, at **Official Records Book 2656, Pages 1760-1764** of the Public Records of Orange County, Florida as **Instrument No. 938943**, (the "Original Easement"), **FLORIDA POWER CORPORATION (n/k/a DUKE ENERGY)** was granted an easement for the transmission and distribution of electricity across certain property described therein, which property includes the following lands in Orange County, Florida, and referred to hereinafter as the Easement Area to wit:

The West 1/2 of Section 2, Township 22 South, Range 31 East, subject to Right of Way for road over the North 40 feet thereof. The East 1/2, and that part of the East 1/2 of the West 1/2 of Section 3, Township 22 South, Range 31 East, lying East of Alafaya Trail, subject to Right of Way for road over the North 40 feet thereof. The Northeast 1/4, and that part of the Northwest 1/4 lying East of Alafaya Trail, and that part of the Northwest 1/4 of the Southwest 1/4, less the South 60 feet, lying East of Alafaya Trail, of Section 10, Township 22 South, Range 31 East. The Northwest 1/4 of Section 11, Township 22 South, Range 31 East.

Tax Parcel Number: 03-22-31-0000-00-005

WHEREAS, the Original Easement requires that DUKE ENERGY furnish numbered drawings depicting the specific location of facilities which are constructed to serve any future development within the Easement Area as necessary to supplement the Original Easement; and

WHEREAS, DUKE ENERGY installed new Distribution Underground facilities to accommodate future development and furnish electrical service to the Global UCF Building as depicted in the attached Exhibit "A", Work Drawing No. 910184, attached hereto and made a part thereof; and

WHEREAS, DUKE ENERGY also installed new Distribution Underground facilities to accommodate future development and furnish electrical service to the new Athletic Leadership Building as depicted in the attached Exhibit "B", Work Drawing No. 975230, attached hereto and made a part thereof; and

WHEREAS, DUKE ENERGY also installed new Distribution Underground facilities to accommodate future development and furnish electrical service, as depicted in the attached Exhibit "C", Work Drawing No. 1111465, attached hereto and made a part thereof; and

WHEREAS, DUKE ENERGY also installed Distribution Underground facilities to accommodate future development and furnish electrical service to the U.C.F. Warehouse as depicted in the attached Exhibit "D", Work Drawing No. 1108450, attached hereto and made a part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, that nothing herein contained shall in any way or manner impair, alter, or diminish the grant, vesting, purpose, effect, encumbrance or provision of the Original Easement cited hereinbefore.

IN WITNESS WHEREOF, DUKE ENERGY has hereunto affixed their hands and seals the day and year first above written.

WITNESSES:

Benita Rostel
Signature of First Witness

Benita Rostel
Print or Type Name of First Witness

Nick Brana
Signature of Second Witness

NICK BRANA
Print or Type Name of Second Witness

DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, a Florida Limited Liability Company

Kris Tietig
Signature

By: **Kris Tietig, Manager Land Services
Distribution (ROW)**

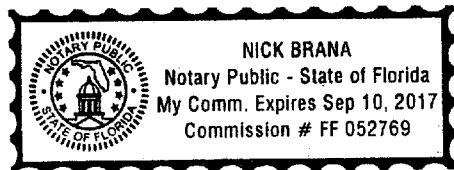
Mailing Address:

3300 Exchange Place, NP4A
Lake Mary, Florida 32746

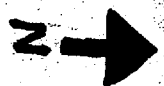
State of Florida)
County of Seminole) ss

The foregoing instrument was acknowledged before me this 12th day of JANUARY, 2016, by Kris Tietig, as Manager Land Services Distribution (ROW of DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, who is personally known to me.

NOTARY SEAL



Nick Brana
Name: NICK BRANA
Notary Public
Serial Number: FF 052769
My Commission Expires: SEPT. 10, 2017



650 amp/144KV w/ 5.7MM cold lead pickup

<P2>
NEW PULLBOX
*PROVIDED BY CUSTOMER

MEMORY MALL

<S5> 400'
1-1/0 PPI (ABC)
*CONCRETE ENCASED CONDUIT
PROVIDED AND INSTALLED
BY CUSTOMER

<P1>
6096599
*FEEDER TIE / NORMAL OPEN
OPEN

PARKING GARAGE D

<S4> 400'
1-1/0 PPI (ABC)
*CONCRETE ENCASED CONDUIT
PROVIDED AND INSTALLED
BY CUSTOMER

APOLLO CIR

<P3>
8210705
1-500KVA 480/277V (ABC)
*TFMR PAD PROVIDED AND
INSTALLED BY CUSTOMER
*SECONDARY SIDE:
(4) SETS 600KCML-4

GEMINI BLVD

N ORION BLVD

CAUTION

H.I.

Duke Energy - Florida Region

4000 CENTRAL-FLORIDA BLVD
ORLANDO, FL 32826

JOB TYPE: PRIMS

DATE: 1/13/2015
Carnio, Stefano

WORK REQUEST: 910184

OPERATION CENTER: JAMES' OWN

TA: JT44

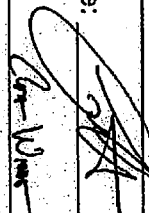
LAT LONG: 28.60456, -81.19137

PRE-JOB SAFETY BRIEFING REQUIRED BEFORE STARTING WORK

BREAKER: W1014

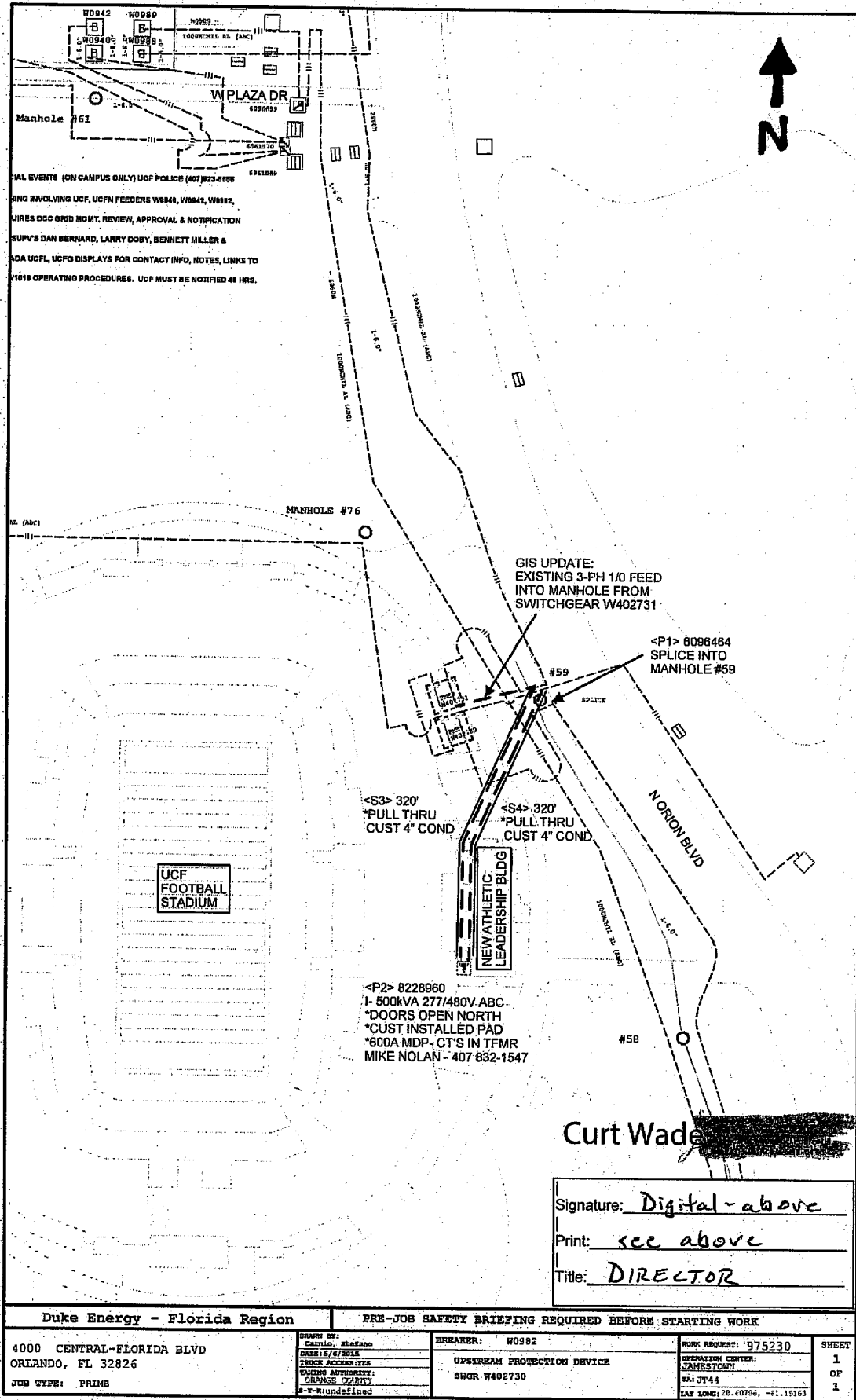
UPSTREAM PROTECTION DEVICE: SMGR FUSE# W116762-3ABC

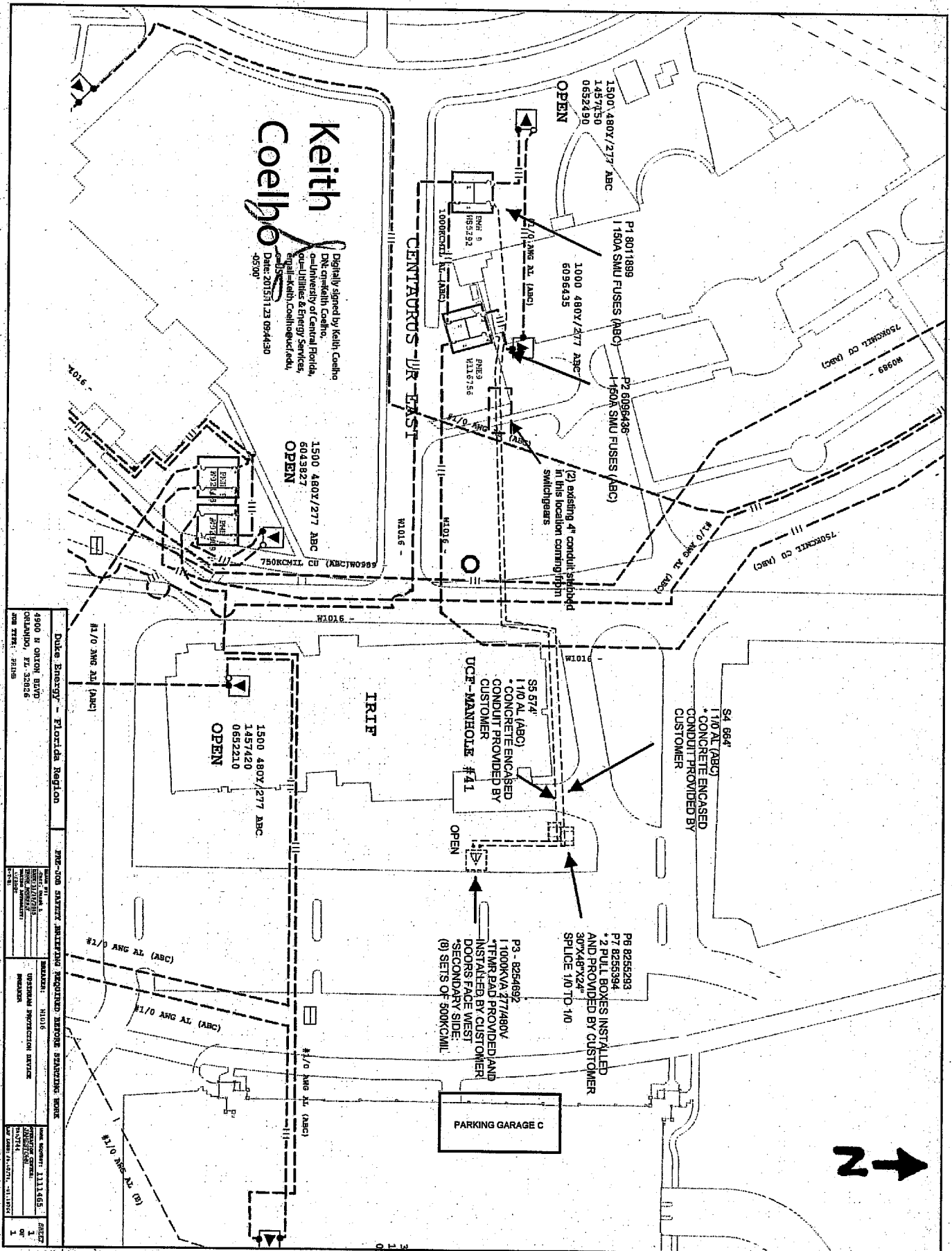
SUBJECT: 1 OF 1

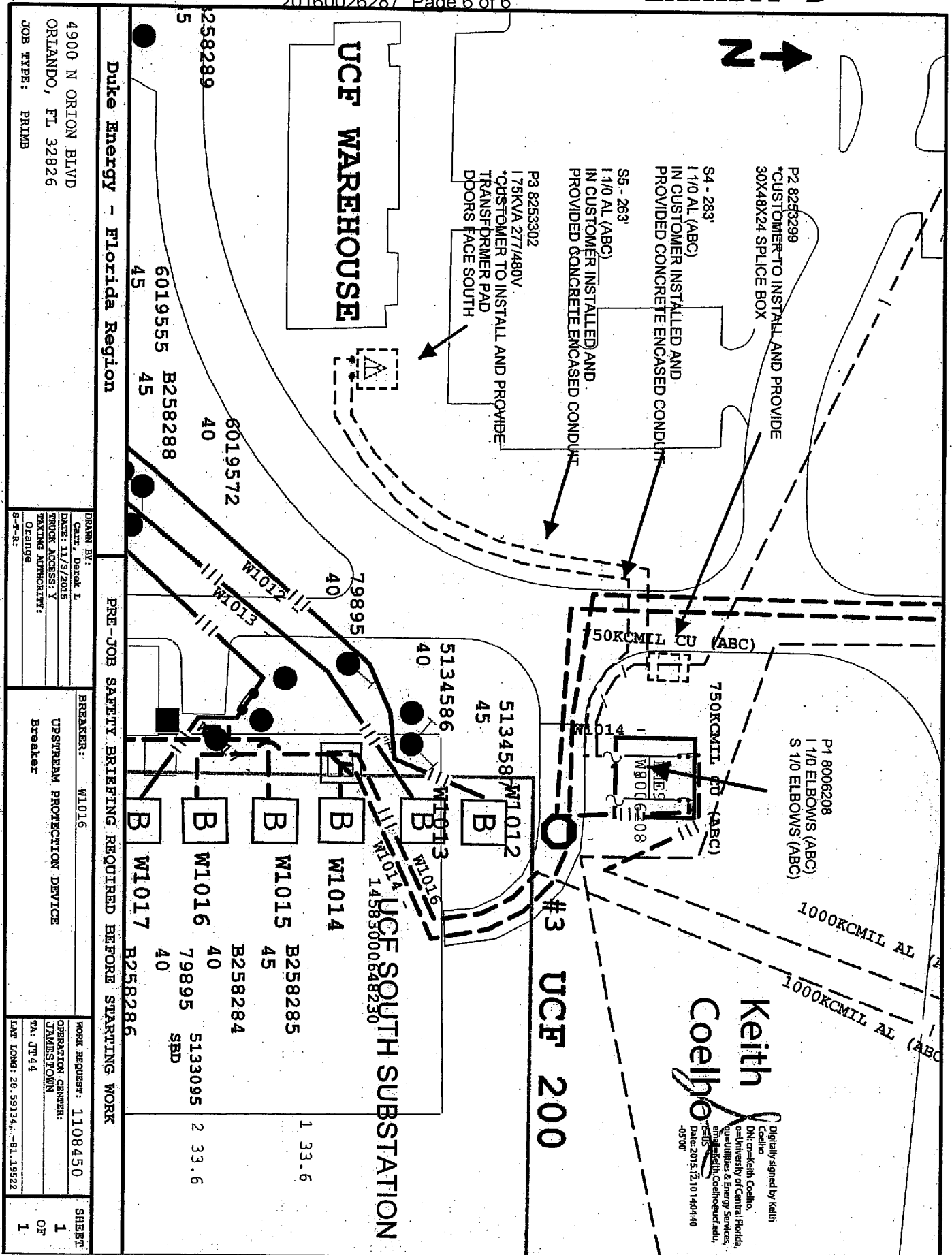
Signature: 

Print: Stefano Carnio

Title: Engineer









MEMORANDUM OF EASEMENT

This Memorandum of Easement, by **FLORIDA POWER CORPORATION n/k/a DUKE ENERGY FLORIDA, LLC**, a Florida Limited Liability Company d/b/a **DUKE ENERGY** (hereinafter "DUKE ENERGY"), Post Office Box 14042, St. Petersburg, Florida 33733.

WITNESSETH:

WHEREAS, pursuant to instrument dated June 2, 1975 which was recorded on November 3, 1975, at **Official Records Book 2656, Pages 1760-1764** of the Public Records of Orange County, Florida as **Instrument No. 938943**, (the "Original Easement"), **FLORIDA POWER CORPORATION (n/k/a DUKE ENERGY)** was granted an easement for the transmission and distribution of electricity across certain property described therein, which property includes the following lands in Orange County, Florida, and referred to hereinafter as the Easement Area to wit:

The West 1/2 of Section 2, Township 22 South, Range 31 East, subject to Right of Way for road over the North 40 feet thereof. The East 1/2, and that part of the East 1/2 of the West 1/2 of Section 3, Township 22 South, Range 31 East, lying East of Alafaya Trail, subject to Right of Way for road over the North 40 feet thereof. The Northeast 1/4, and that part of the Northwest 1/4 lying East of Alafaya Trail, and that part of the Northwest 1/4 of the Southwest 1/4, less the South 60 feet, lying East of Alafaya Trail, of Section 10, Township 22 South, Range 31 East. The Northwest 1/4 of Section 11, Township 22 South, Range 31 East.

Tax Parcel Number: 03-22-31-0000-00-005

WHEREAS, the Original Easement requires that **DUKE ENERGY** furnish numbered drawings depicting the specific location of facilities which are constructed to serve any future development within the Easement Area as necessary to supplement the Original Easement; and

WHEREAS, **DUKE ENERGY** installed new Distribution Underground facilities to accommodate future development and furnish electrical service, as depicted in the attached Exhibit "A", Work Drawing No. 1206522, attached hereto and made a part thereof; and

WHEREAS, **DUKE ENERGY** also installed new Distribution Underground facilities to accommodate future development and furnish electrical service, as depicted in the attached Exhibit "B", Work Drawing No. 1317413, attached hereto and made a part thereof; and

WHEREAS, **DUKE ENERGY** also installed new Distribution Underground facilities to accommodate future development and furnish electrical service, as depicted in the attached Exhibit "C", Work Drawing No. 1249004, attached hereto and made a part thereof; and

WHEREAS, **DUKE ENERGY** also installed new Distribution Underground facilities to accommodate future development and furnish electrical service, as depicted in the attached Exhibit "D", Work Drawing No. 1165346, attached hereto and made a part thereof; and

WHEREAS, **DUKE ENERGY** also installed new Distribution Underground facilities to accommodate future development and furnish electrical service, as depicted in the attached Exhibit "E" 1 of 2 and Exhibit "E" 2 of 2, Work Drawings No. 1226480, attached hereto and made a part thereof; and

PROVIDED, ALWAYS, NEVERTHELESS, that nothing herein contained shall in any way or manner impair, alter, or diminish the grant, vesting, purpose, effect, encumbrance or provision of the Original Easement cited hereinbefore.

IN WITNESS WHEREOF, DUKE ENERGY has hereunto affixed their hands and seals the day and year first above written.

WITNESSES:

**DUKE ENERGY FLORIDA, LLC d/b/a
DUKE ENERGY, a Florida Limited Liability
Company**

Katherine Lopez
Signature of First Witness

[Signature]
Signature

Katherine Lopez
Print or Type Name of First Witness

By: **Kris Tietig, Manager Land Services
Florida Region**

Nick Brana
Signature of Second Witness

NICK BRANA
Print or Type Name of Second Witness

Mailing Address:

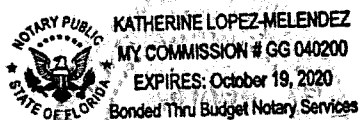
3300 Exchange Place, NP4A
Lake Mary, Florida 32746

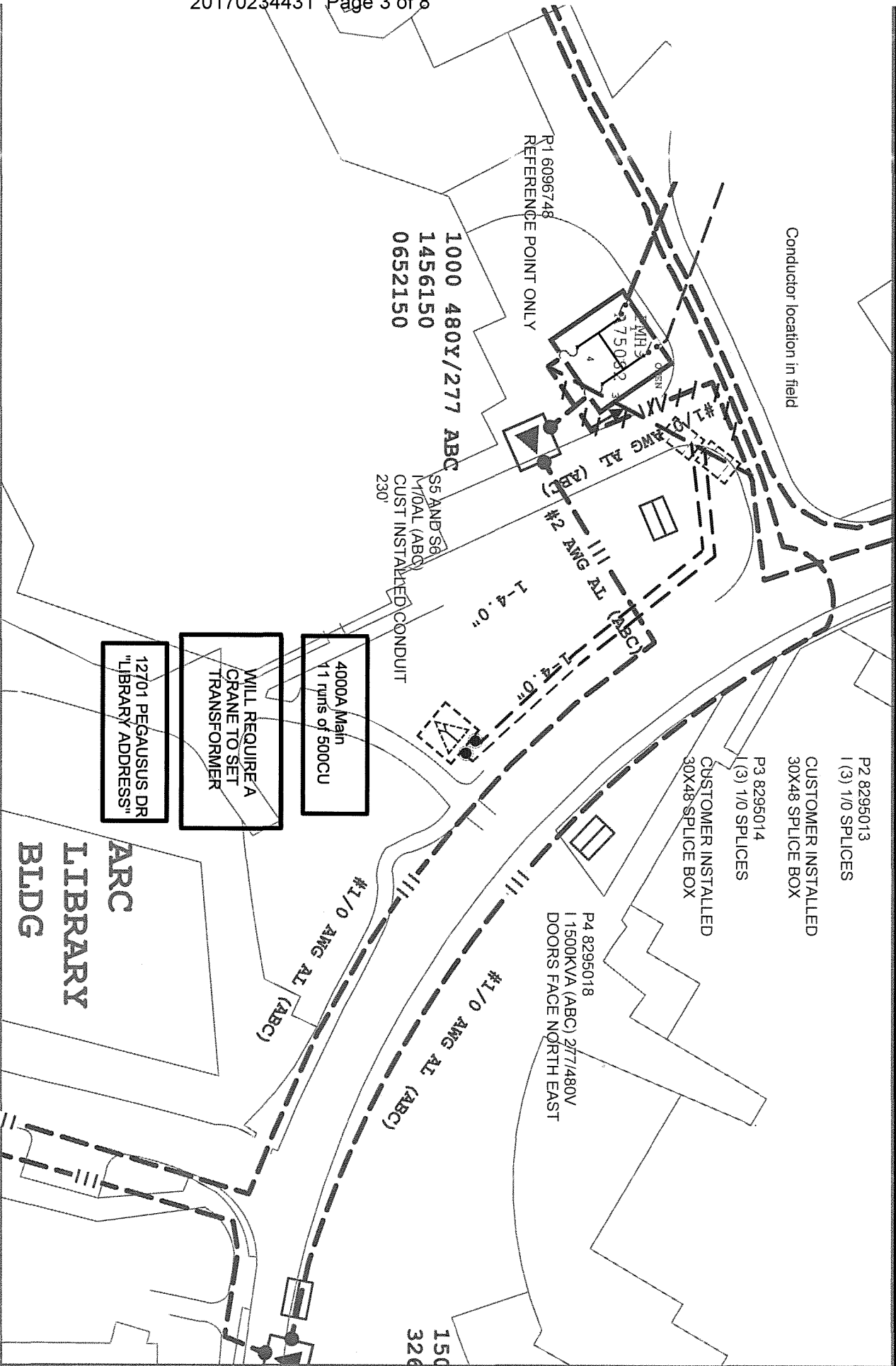
State of Florida)
County of Seminole) ss

The foregoing instrument was acknowledged before me this 28th day of March, 2017, by Kris Tietig, as Manager Land Services Florida Region (ROW of DUKE ENERGY FLORIDA, LLC, a Florida limited liability company, who is personally known to me.

NOTARY SEAL

Katherine Lopez
Name: Katherine Lopez
Notary Public
Serial Number: 66040200
My Commission Expires: Oct. 19, 2020

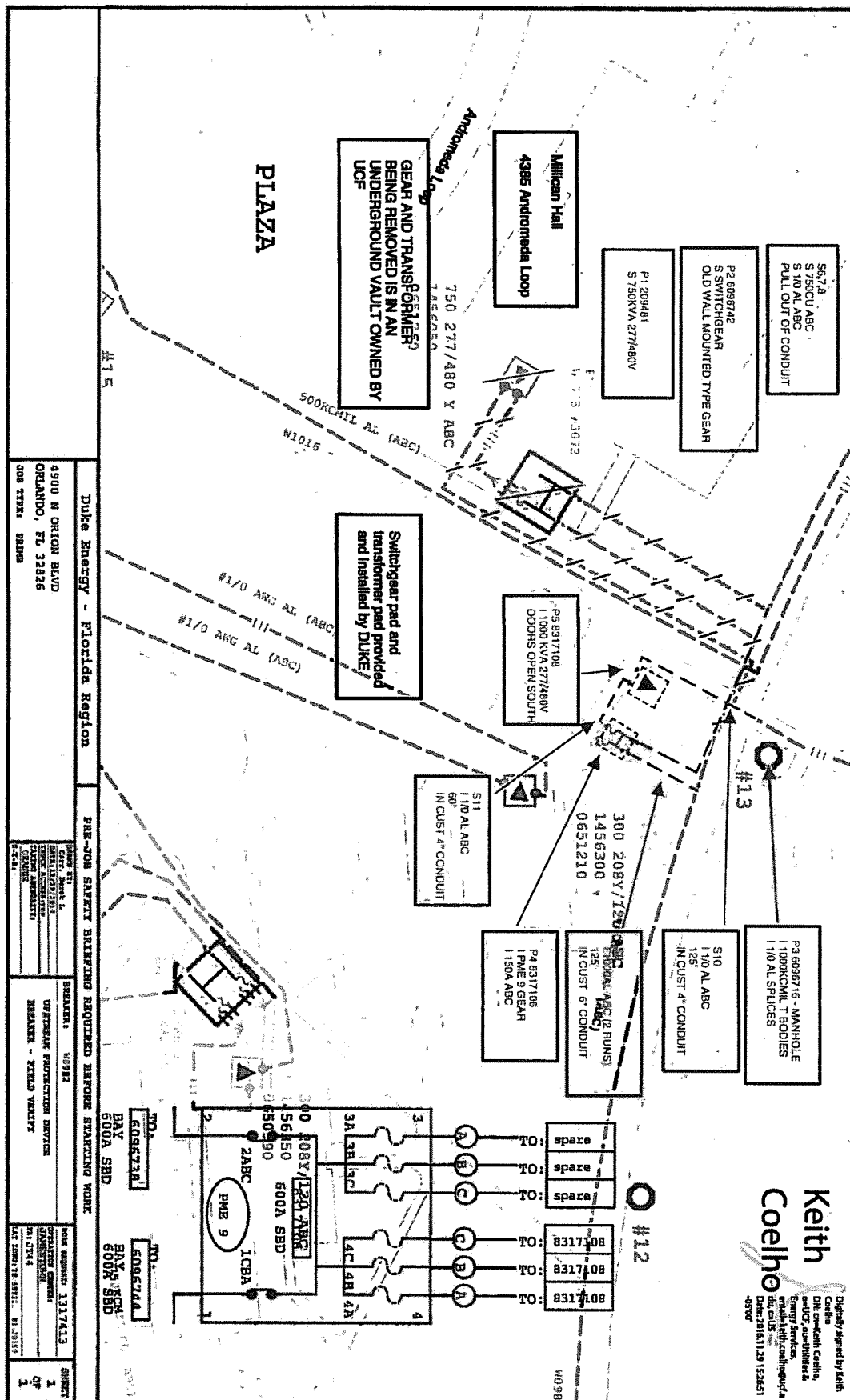


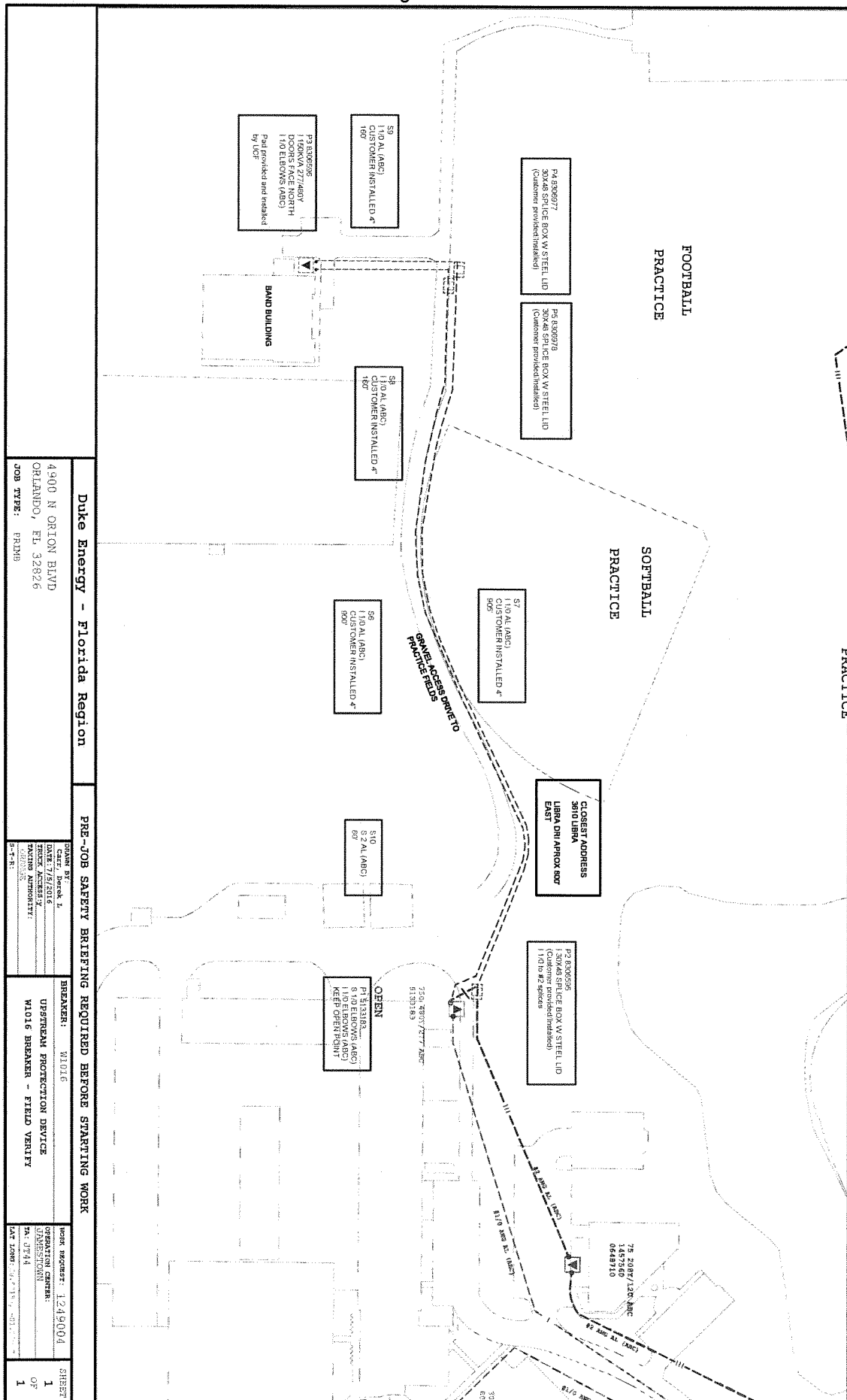


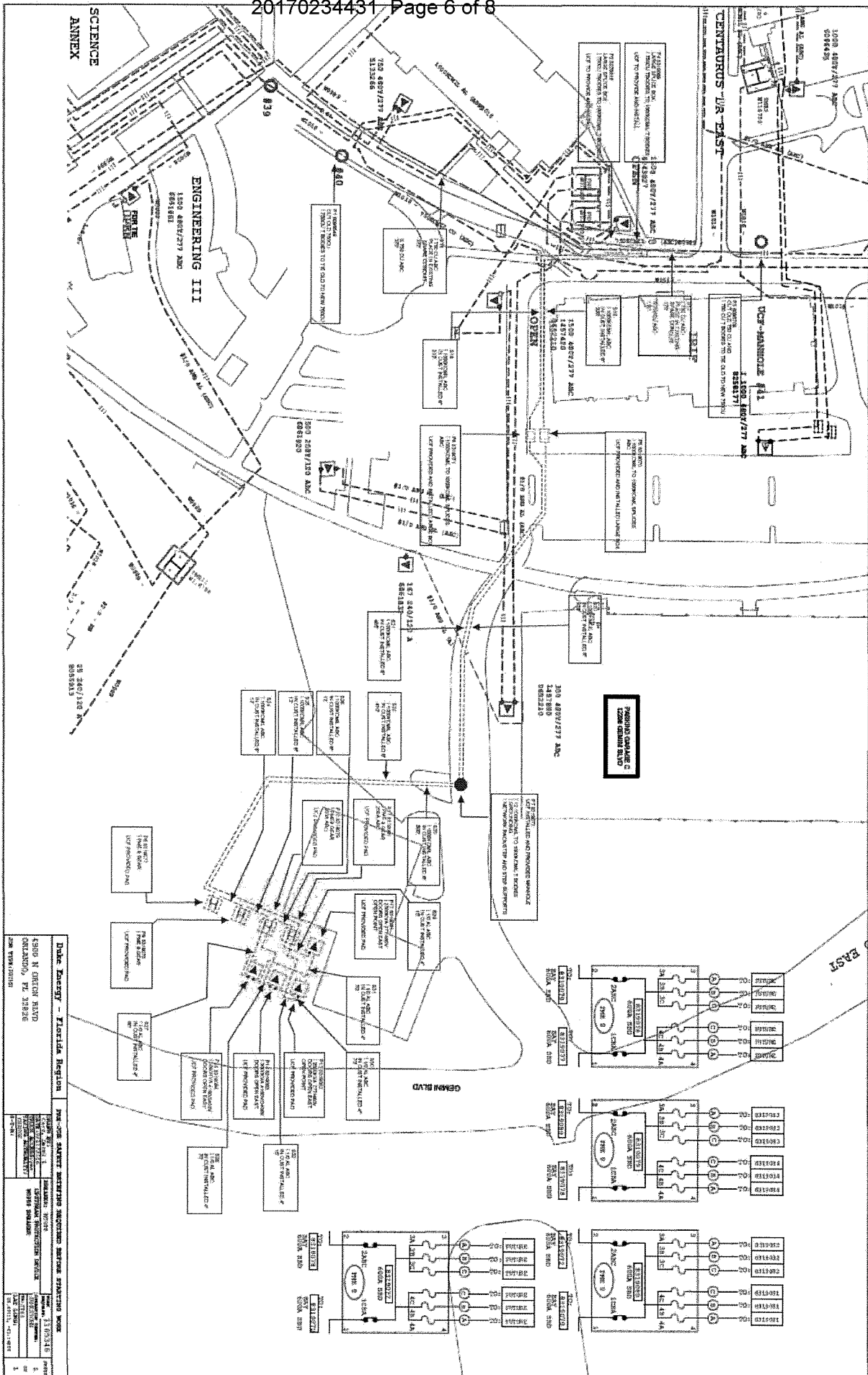
Duke Energy - Florida Region

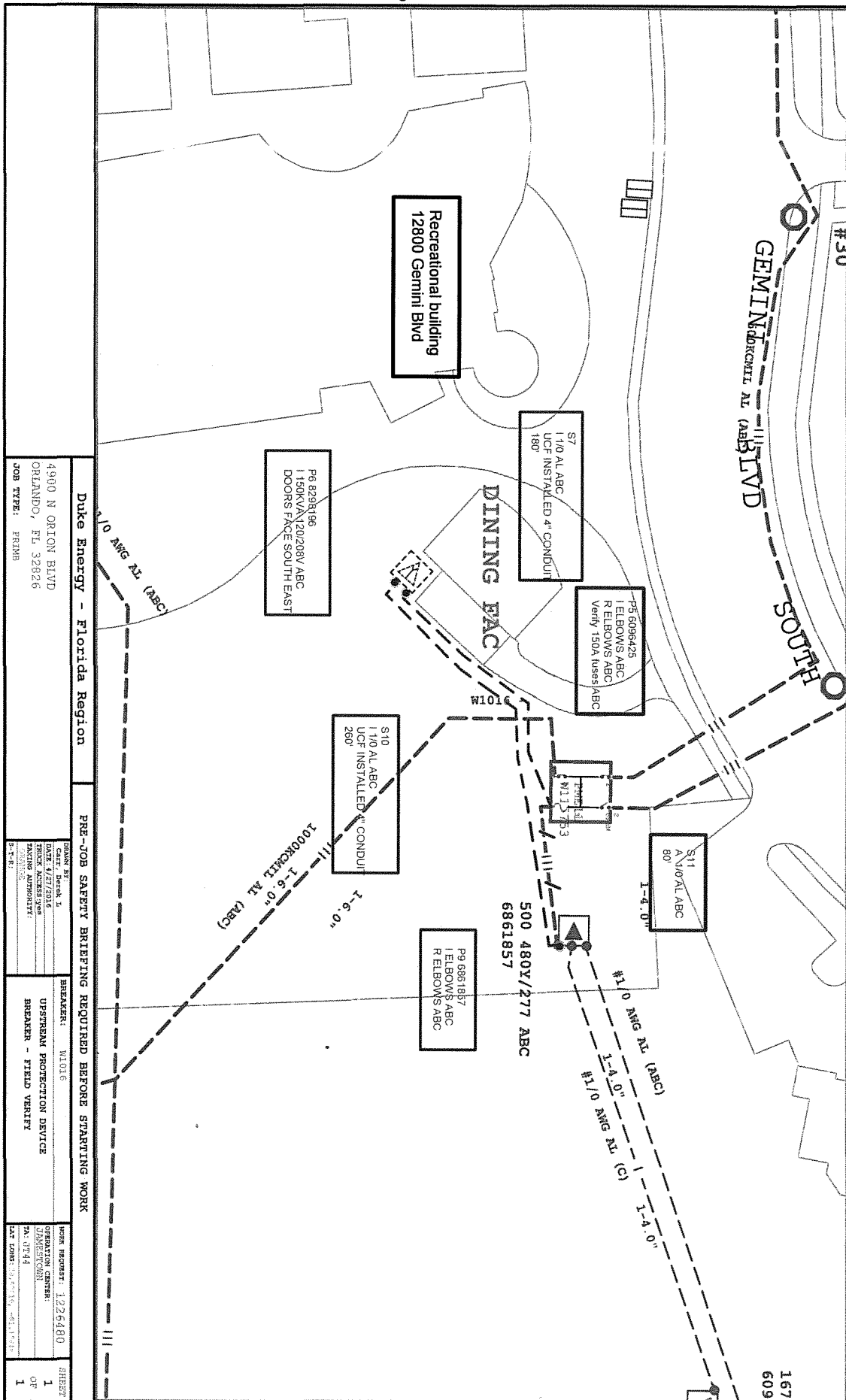
PRE-JOB SAFETY BRIEFING REQUIRED BEFORE STARTING WORK

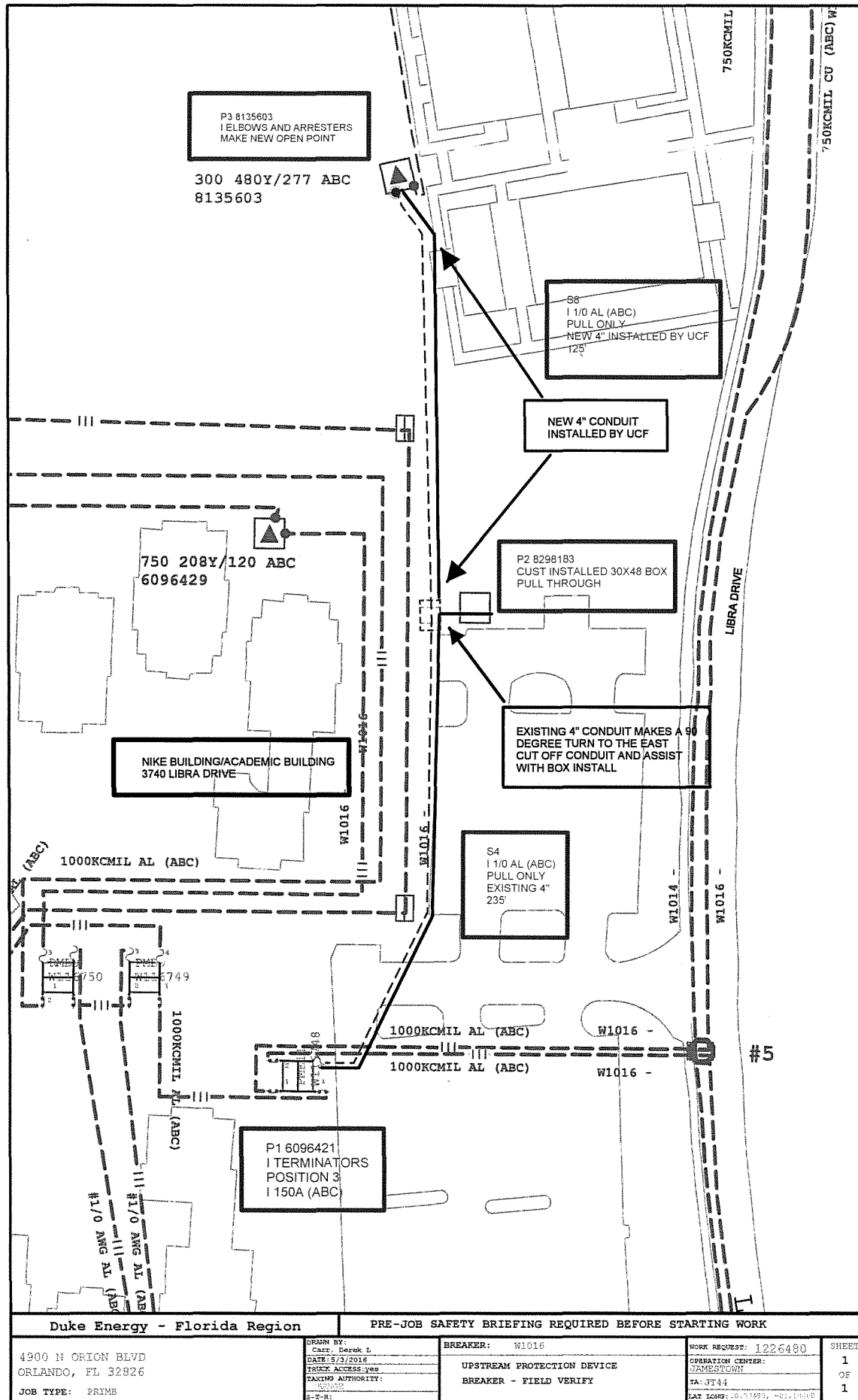
4900 N ORION BLVD ORLANDO, FL 32826 JOB TYPE: PRMB	DRAWN BY: Carr, Derek L DATE: 6/23/2016 TRUCK ACCESS: YES TAXING AUTHORITY: ORANGE S-T-R:	BREAKER: W1016 UPSTREAM PROTECTION DEVICE W1016 BREAKER	WORK REQUEST: 1206522 OPERATION CENTER: JAMESTOWN TA: 0744 LAT LONG: 28.60160, -81.20099	SHEET 1 OF 1
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After recording return to:

Shelley King
University of Central Florida
Assistant Director, Contracts and Real Estate
4365 Andromeda Loop North
Orlando, FL 32816
(407) 823-1830

Parcel Identification No.. 03-22-31-0000-00-004

DOC# 20170336072
06/16/2017 10:11:01 AM Page 1 of 16
Rec Fee: \$137.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
PU - Ret To: BAKER AND HOSTETLER



**SERVICE LEVEL WATER AND WASTEWATER AGREEMENT
BETWEEN
UNIVERSITY OF CENTRAL FLORIDA
AND
SIEMENS CORPORATION
AND
FT-ORLANDO PROPERTY LLC**

This Service Level Water and Wastewater Agreement ("**Agreement**") effective as of the date last signed below ("**Effective Date**") by and between Siemens Corporation, a Delaware corporation, having offices at 170 Wood Avenue South, Iselin, NJ 08830, Attention: Lease Administration ("**Siemens**"), FT-Orlando Property LLC, a Delaware limited liability company, having offices at 7 Bulfinch Pl., Suite 500, Boston, MA 02114 ("**FT-Orlando**"), and the University of Central Florida Board of Trustees, a Florida public body corporate and a member of the State University System of Florida, having offices at 4000 Central Florida Blvd, Orlando FL 321816 ("**UCF**").

WITNESSETH

WHEREAS, Siemens is the owner of that certain real property located at 4400 N. Alafaya Trail, Orlando, FL 32826-2399, Parcel ID 03-22-31-0000-00-004 ("Quad 1"), being more particularly described on "Attachment A" attached hereto and incorporated herein by this reference; and

WHEREAS, Siemens has entered into a ground lease with FT-Orlando pursuant to which FT-Orlando is the ground lessee of Quad 1; and

WHEREAS, FT-Orlando has, in turn, entered into a lease with Siemens pursuant to which FT-Orlando has demised the Quad 1 real property and all buildings and improvements located thereon to Siemens; and

WHEREAS, FT-Orlando and Siemens together shall be deemed the "Customer" for purposes of this Agreement; and

WHEREAS, UCF has provided water and wastewater services to Quad 1 since its opening in 1983, as Orange County did not have public water or sewage works available to serve Quad 1; and

WHEREAS and is willing to continue supplying water and wastewater services to Quad 1 under the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, UCF and Customer agree as follows:

1. UCF will provide Customer a total water allocation not to exceed 6,500,000 gallons annually. Customer understands UCF is operating under a consumptive use permit from the St. Johns River Water Management District (SJRM), and any demand above 6,500,000 gallons annually shall require modification to both the permit and this Agreement, and shall incur the associated costs to elevate service levels, such as permit fees and system development charges. These costs shall be payable to UCF's Department of Utilities and Energy Services (UES) as outlined in "Attachment D."

2. UCF agrees to provide potable water and waste water services to Customer at UCF's delivered rates. Potable water rates are established as set forth in Attachment "B", and waste water service rates are established as set forth in Attachment "C". Rates will be posted at the beginning of each fiscal year (July 1), and updated as necessary at [www.energy.ucf.edu/sites/default/files/docs/Rate Information.pdf](http://www.energy.ucf.edu/sites/default/files/docs/Rate%20Information.pdf). Projections are based on historical information and anticipated charges through both regulated and de-regulated utility partners. The following elements are used to determine the annual projected costs for production and distribution of water and waste water utility service to users:

- Purchased waste water capacity from Seminole County
- Salaries of water production and repair personnel
- Operation and maintenance expenses
- Overhead related to production, distribution, and administration
- Repairs to production and distribution systems that are not capitalized
- Depreciation of plant, pipe, and equipment

3. UCF utility billing cycles are 28-32 days, payable on a net 30 basis upon invoice to Customer. Consumption measurements will be at the UCF metered point in the distribution system. In the event of a deficient or inoperable meter, consumption charges will be based on prior year's consumption figures adjusted for rate changes and for appropriate changes in usage caused by the additional equipment, change in building use, climatic changes, or by average the last 12 months of readings, whichever method best applies for the condition of the building, until a new calibrated meter can be installed.

4. No "evaporation credits" shall be granted under this Agreement for cooling tower drift or evaporation.

5. UCF's service demarcation points for both water and wastewater utilities serving Quad I are:

- **Domestic Water:** the downstream flange of the isolation valve downstream of the meter and bypass system located on the east side of SR 434. UCF is not responsible for anything downstream of the isolation valve. See "Attachment E".
- **Domestic Wastewater:** where the force main crosses the UCF property line. See "Attachment F".

UCF will be responsible for maintenance, replacement, and repair of the water and wastewater facilities located prior to the point of demarcation. Customer will be responsible for the maintenance, repair, and replacement of such facilities located after the point of demarcation.

6. Customer agrees to make a one-time payment of **\$293,360** to UCF within 30 days of the Effective Date of this Agreement, representing **\$138,860** for base connection and meter fees (as detailed on Attachment "D") and **\$154,500** for metering devices, as specified below:

- 4 Isolation devices (to be located before and after each bypass) - \$140,000
- 6" Badger M2000 Electromagnetic inline meter - \$4,300
- Piping modifications - \$4,500
- Itron Fixed Network repeater - \$3,200
- Installation - \$2,500

UCF will be responsible for the installation of such metering devices, including any permitting required in connection therewith.

7. Additionally, Customer shall be responsible for:

- Purchasing, installing, permitting, and maintaining all backflow prevention devices, in accordance with accepted utility practices.
- Verifying that QUAD I has a main working isolation valve on the West Side of S.R. 434 for maintenance and emergency purposes.

8. Once installed, UCF shall own, maintain, operate and replace all said metering and isolation devices on UCF property, in accordance with best utility practices.

9. Customer shall provide UES copies of the annual testing of all the backflow preventers by February 1 each year. Any unit failing the annual test shall be repaired/replaced by Customer within thirty (30) days of testing.

10. Customer acknowledges that UCF employs a cross-connection control program which is in compliance with State of Florida's Department of Environmental Protection Guidelines, American Water Works Association M-14, to protect its water system. As this program applies to QUAD I, Customer shall be responsible for implementing a written cross connection control plan, and for providing a copy to UCF.

11. Customer shall bear all capital costs of wastewater pre-treatment associated with Quad 1. UCF reserves the right to impose a processing surcharge, based on the quality of effluent being processed from Quad 1 and the cost impact to the normal operation of the wastewater treatment facility by City of Orlando. Customer shall bear any cost incurred by UCF, should UCF have to investigate, recover, and/or neutralize any illegal substances dumped by Customer in the waste stream. Influent must comply with applicable pre-treatment requirements set forth by the City Of Orlando. Any violation of such pre-treatment requirements shall immediately prompt due diligence by Customer, followed by emergency measures to contain any discharge, and notification to UCF's Environmental Health and Safety Division (EH&S). All remediation costs associated with a discharge event by Customer shall be borne by the Customer.

12. Customer certifies that Customer's owned and operated water and wastewater service lines, as well as its installation, operation and maintenance are in compliance as of the Effective Date, and shall continue to comply with, applicable regulatory rules. Customer shall notify UES in writing of any changes to its system and/or demands one (1) year in advance.

13. Customer shall at all times permit UCF full and unimpeded access to Quad I to inspect Customer's backflow devices. Except in the event of an emergency, UCF shall provide Customer with forty-eight (48) hours' written notice of an inspection.

14. To the extent practical, notice shall be given prior to UCF disconnecting Customer's water or wastewater, which will include a call to Siemens command center at (407) 736-2165. However, UCF reserves the right to disconnect service without prior notice in the event of an emergency situation requiring the immediate service to the water or wastewater system. In the event of disconnection without notice, UCF will (i) make a reasonable effort to call the Siemens command center to advise of the situation; (ii) leave a written explanation of the reason for disconnection and an estimate of when service will be restored; and (iii) send a copy of the written explanation to Customer in accordance with Section 19 as soon as practical after the disconnection. UCF shall work diligently to return / reconnect service as soon as practical, once the conditions causing the disconnection are resolved. Customer shall hold UCF harmless for all damages incurred as a result of disconnected service. Conditions which may require utility disconnection include, but are not limited to:

- UCF water or Seminole County wastewater system emergency or maintenance requirements.
- Hazardous conditions caused by the Customer's service lines or protective equipment.
- Failure to receive payment of monthly rendered services after sixty (60) days of non-payment and delivery of a written notice of non-payment to Customer. A minimum reconnection fee of \$3,000 will be required for labor and water quality testing.

15. If UCF responds to an emergency to protect UCF or Customer's property, Customer shall be billed for time and material at the then current support rates listed at www.fo.ucf.edu.

16. The term of this Agreement shall be twenty (20) years from the Effective Date.

17. Customer may terminate this Agreement upon 365 days prior written notice to UCF.

18. Upon any non-renewal or termination of this Agreement, and if requested, UCF will refund Customer the **\$138,860** paid pursuant to this Agreement for base connection fees.

19. Any and all notices shall be mailed to:

Siemens:

Siemens Real Estate, Inc.
(a division of Siemens Corporation)
170 Wood Avenue South
Iselin, NJ 08830
Attention: Lease Administration

With a copy to:

Baker & Hostetler LLP
200 S. Orange Avenue, Suite 2300
Orlando, FL 32801
Attention: Robert Gebaide

FT-Orlando:

FT-Orlando Property LLC
c/o Winthrop Realty
7 Bulfinch Place, Suite 500, P.O. Box 9507
Boston, Massachusetts 02110
Attn: John J. Cramer

With a Copy to:

Meltzer, Lippe, Goldstein & Breitstone, LLP
190 Willis Avenue
Mineola, New York 11501
Attention: William W. Post, Esquire

UCF:

Director of Utilities and Energy Services
3528 North Perseus Loop, Bldg 16
Orlando, FL 32816

With copy to:

Office of General Counsel
4365 Andromeda Loop North
Orlando, FL 32816

20. This Agreement constitutes the entire agreement between Parties and supersedes any and all previous agreements or representations.

21. The provisions of this Agreement shall apply to, inure to the benefit of, and bind UCF and Customer, and their respective successors and assigns thereof. This Agreement is intended to run with the land, and shall be binding on the successors and/or assigns of the owners of the real property. In the event that either Siemens or FT-Orlando conveys its interest in Quad 1, whether by sale or assignment, then such new owner or assignee shall automatically assume all of the obligations of the selling/assigning party and the selling/assigning party shall be released from all obligations under this Agreement. In the event of sale or assignment, the new owner or assignee shall notify UCF in writing of such sale or assignment and the new owner or assignee's contact information for purposes of Section 19 of this Agreement within thirty (30) days of the sale or assignment.

22. This Agreement shall be governed by, and all disputes related hereto shall be determined in accordance with, the laws of the State of Florida, and venue for shall lie exclusively in Orange County.

23. The Parties agree that this Agreement, or a memorandum of the same, may be recorded by any of the undersigned. The parties each agree to cooperate with each other and to execute any documents necessary in connection with recording the same. Whichever party records shall bear any and all expenses associated with recording.

24. This Agreement may be executed and delivered in any number of duplicate counterparts, and each counterpart so delivered which bears the signature of a party hereto shall be binding as to such party, and all counterparts shall together constitute one original and the same instrument.

-Signature Pages to Follow-

IN WITNESS WHEREOF, a duly authorized and validly authorized representative of each Party has affixed his or her respective signature hereto on the date set forth beneath his or her signature below but effective as of the Effective Date.

Signed, sealed and delivered
in the presence of:

Sonna Hailend
Witness Signature
Sonna Hailend
Print Name

SIEMENS CORPORATION,
a Delaware corporation

By: *Nico Pubantz*
Print Name: Nico Pubantz
Title: Head of AMU US-Southeast

Tammy Dauce
Witness Signature
Tammy Dauce
Print Name

State of Florida)
County of Orange) ss.

The foregoing instrument was acknowledged before me this 1 day of June, 2017, by Nico Pubantz, as Head of AMU SE of Siemens Corporation, a Delaware corporation, who is personally known to me or has produced _____ as identification.

Carla J. Laszlo
(Notary Signature)

(NOTARY SEAL)



Carla J. Laszlo
(Notary Name Printed)
Commission No.: GG 039266

(Signature Page to Service Level Water and Wastewater Agreement)

IN WITNESS WHEREOF, a duly authorized and validly authorized representative of each Party has affixed his or her respective signature hereto on the date set forth beneath his or her signature below but effective as of the Effective Date.

Signed, sealed and delivered
in the presence of:

Donna Hailand
Witness Signature
Donna Hailand
Print Name

**SIEMENS CORPORATION,
a Delaware corporation**

By: Heather Long
Print Name: Heather Long
Title: AMU BA-Southeast

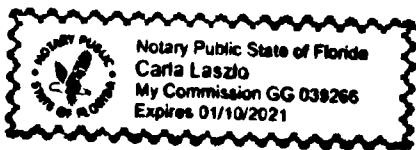
Sammy Davis
Witness Signature
Sammy Davis
Print Name

State of Florida)
County of Orange) ss.

The foregoing instrument was acknowledged before me this 1 day of June, 2017, by Heather Long, as AMU BASE of Siemens Corporation, a Delaware corporation, who is personally known to me or has produced _____ as identification.

Carla J. Laszlo
(Notary Signature)

(NOTARY SEAL)



Carla J. Laszlo
(Notary Name Printed)
Commission No.: GG039266

(Signature Page to Service Level Water and Wastewater Agreement)

**FT-ORLANDO PROPERTY LLC,
a Delaware limited liability
company**

**By: FT-FIN Acquisition, LLC, its
sole member**

[Signature]
Witness Signature
John Dascoli
Print Name

By: [Signature]
Print Name: John J. Cramer
Title: Vice President

Lisa Guinchetto
Witness Signature
Lisa Guinchetto
Print Name

Commonwealth
State of Massachusetts)
) ss.
County of Suffolk)

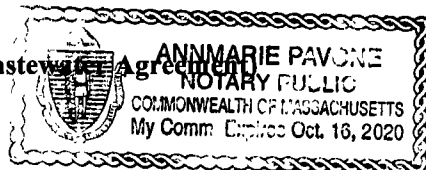
The foregoing instrument was acknowledged before me this 8th day of May, 2017, by John J. Cramer, as Vice President of FT-FIN Acquisition LLC, sole member FT-Orlando Property LLC, a Delaware limited liability company, who is personally known to me or has produced as identification.

[Signature]
(Notary Signature)

(NOTARY SEAL)

Annmarie Pavone
(Notary Name Printed)
Commission No.: 10-16-20

(Signature Page to Service Level Water and Wastewater Agreement)



University of Central Florida Board of
Trustees, a Florida public body
corporate and a member of the State
University System of Florida

Isabel Hagan
Witness Signature
Isabel Hagan
Print Name

By: William F. Merck II
Print Name: William F. Merck, II
Title: Vice President for
Administration and Finance

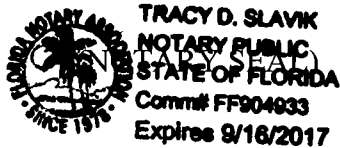
Angela Carlos
Witness Signature
Angela Carlos
Print Name

State of Florida)

) ss.

County of Orange)

The foregoing instrument was acknowledged before me this 1 day of
May, 2017, by William F. Merck II, as VP of A&F of University of
Central Florida Board of Trustees, a Florida public body corporate and a member of the State
University System of Florida, who is personally known to me or has produced
N/A as identification.



Tracy D. Slavik
(Notary Signature)

Tracy D. Slavik
(Notary Name Printed)
Commission No.: FF 904 933

(Signature Page to Service Level Water and Wastewater Agreement)

Attachment A

Legal Description of Quad 1 Property

Commence at the Northwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida; thence run South 00 degrees 26 minutes 23 seconds West along the West line of the Northwest Quarter of said Section 3, a distance of 30.00 feet to a point on the South right of way line of McCulloch Road; thence North 89 degrees 39 minutes 20 seconds East along said right of way line a distance of 1274.37 feet to the point of intersection with the West right of way line of Alafaya Trail (S.R. 520); Thence South 00 degrees 31 minutes 06 seconds West along said West right of way line a distance of 2188.10 feet to a point situated 245.09 feet North of the North line of the Northwest Quarter of the Southwest Quarter of said Section 3 for a Point of Beginning; thence continue South 00 degrees 31 minutes 06 seconds West along said right of way line a distance of 245.09 feet to a point on the North line of the Northwest Quarter of the Southwest Quarter of said Section 3; thence South 01 degrees 06 minutes 30 seconds West along the West right of way line of Alafaya Trail a distance of 1677.14 feet; thence South 89 degrees 43 minutes 20 seconds West a distance of 538.12 feet; thence North 58 degrees 51 minutes 50 seconds West a distance of 169.60 feet; thence South 89 degrees 43 minutes 20 seconds West a distance of 445.00 feet; thence South 35 degrees 37 minutes 52 seconds West a distance of 380.60 feet; thence South 89 degrees 21 minutes 48 seconds West a distance of 280.00 feet; thence North 43 degrees 38 minutes 12 seconds West a distance of 300.00 feet; thence North 24 degrees 57 minutes 52 seconds West a distance of 355.00 feet; thence North 00 degrees 36 minutes 40 seconds West a distance of 347.54 feet; thence North 46 degrees 53 minutes 57 seconds West a distance of 550.00 feet; thence North 19 degrees 16 minutes 35 seconds East a distance of 315.42 feet; thence North 51 degrees 53 minutes 20 seconds East a distance of 310.00 feet; thence North 74 degrees 02 minutes 03 seconds East a distance of 499.25 feet; thence North 00 degrees 00 minutes 00 seconds 610 feet; thence North 89 degrees 43 minutes 20 seconds East a distance 90.00 feet; thence South 57 degrees 46 minutes 24 seconds East a distance of 325.66 feet; thence North 89 degrees 43 minutes 20 seconds East a distance of 379.51 feet; thence South 57 degrees 46 minutes 24 seconds East a distance of 334.93 feet; thence North 89 degrees 43 minutes 20 seconds East a distance of 570.43 feet to the Point of Beginning.

Less and Except land taken by the State of Florida Department of Transportation description in Order of Taking as to Parcel 100 recorded in Official Records Book 4673, page 4091, and Order of Taking as to Parcel 170 recorded in Official Records Book 4076, page 1306, Public Records of Orange County, Florida.

Attachment B**UCF Generated Potable Water Rate**

UCF has two options to provide potable water. The primary water source is produced at UCF. In the event of plant failure, or planned maintenance, UCF has an interconnection with Orange County for continuity of operations and life safety. Note, each rate is derived differently.

Potable Water Utility Rate**Main Campus – UCF Produced**

Total FYTD utility cost for potable water production

$$\frac{\$}{\text{gallon}} = \left[\frac{(\$Electric \times A) + \$B}{C} \right]$$

Where:

- A = 1 ± % Projected Increase/Decrease in Electricity Cost/kWh
- B = FY Potable Water Distribution Cost*
- C = Annual Total Potable Water Production – UCF Metered

* Distribution costs include but are not limited to labor, chemicals, service contracts, repairs, testing and compliance, maintenance, engineering services and consulting.

Applied: Monthly (Rounded to five decimal places)
Calculated: Annually

Main Campus – Orange County Purchased

$$\frac{\$}{\text{gallon}} = \left[\frac{A}{B} \right]$$

Where:

- A = Total Monthly Potable Water Cost – Main Campus Utility Bill
- B = Total Monthly Potable Water Use – Main Campus Utility Bill

Applied: Monthly (Rounded to five decimal places)
Calculated: Monthly

Attachment C

Sewer Rate

Sewer Utility Rate

Main Campus

Monthly rates are based on the rate from main campus utility bills for sewer provided by Seminole County. Rates are passed through to users and adjusted with utility provider rate changes. Rates are also adjusted for Inflow/Infiltration of University owned and maintained sewer infrastructure.

$$\frac{\$}{\text{gallon}} = A \times B$$

Where:

A = Utility Provider Current Sewer Rate
 B = 1 + % Inflow/Infiltration (I/I Adjustment)

Applied: Monthly (Rounded to five decimal places)

Calculated: Annually/Based on Rate Changes by Utility Provider

Wastewater Utility Rate

Main Campus

Monthly wastewater rates are based on two components: **Potable Water Rate + Sewer Rate**

Wastewater rates for the main campus depend on whether the user's facility/site is serviced by Orange County water or UCF Potable Water Production facilities. For questions or concerns on which provider services potable water to your facility/site, please contact UES.

Attachment D
Base Connection & Meter Fees

The base connection fees are applied to UCF's utility infrastructure to ensure campus utility production, distribution, and transportation systems have reserve and adequate distribution capacity, to reduce the burden of peak demands or flows that negatively impact reliability.

In consideration of UCF's valued partnership with Customer, UCF is honoring the 1983 Orange County water system development charge rate, and the 1999 Seminole County – Iron Bridge Bulk Wholesale waste-water capacity rate.

BUC-WW-01	Water System Development Charge	\$1.7321	\$/PGPD
BUC-WW-02	Waste Water System Development Charge	\$5.00	\$/PGPD

Water / Wastewater Base User Connection Fees - Main Campus

- Water Base Connection Fee**

$$\frac{\$}{\text{Peak Gallons Per Day}} = A + B$$

Where:

- A = UCF water system development charge (\$/GPD) that is designed to recover a portion of the investment for campus water system growth
- B = Consumptive Use permit modifications and engineering

- Wastewater Base Connection Fee**

$$\frac{\$}{\text{Peak Gallons Per Day}} = A + B$$

Where:

- A = UCF waste water system development charge (\$/GPD) that is designed to recover a portion of the investment for campus waste water system growth
- B = Purchased firm capacity based on the *Seminole County / University of Central Florida Exclusive Bulk Wholesale Wastewater and Reclaimed Water Service Agreement*

20633	Peak Daily Flow
\$1.7321	\$/PGPD
\$5.00	\$/PGPD
\$35,695	Water BCF
\$103,165	Waste Water BCF
\$138,860	Total WWW BCF

Exhibit E

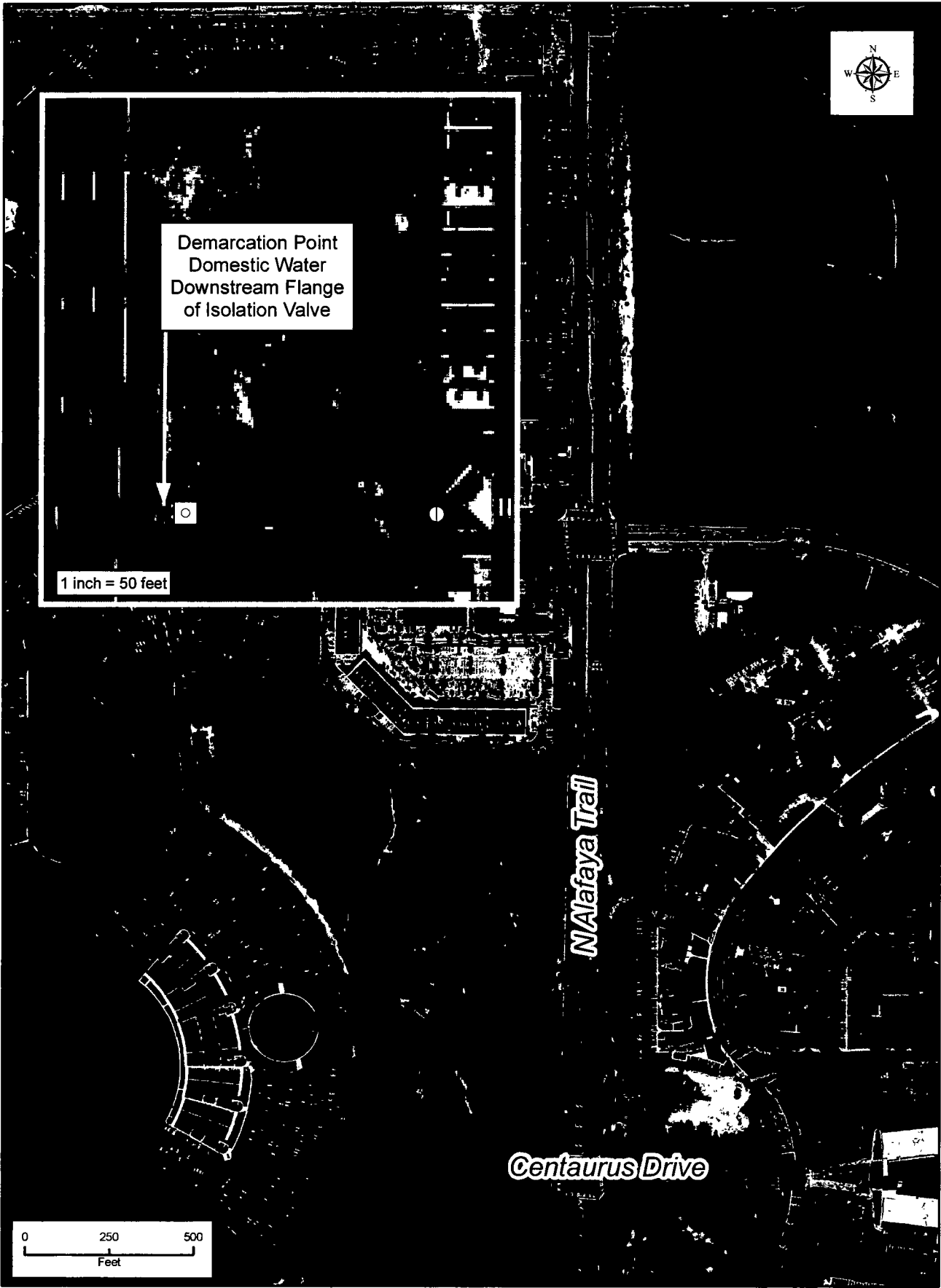


Exhibit F

