

Work Order No. _____
Easement No. 30912
Within BOT Lease No. 2721
County: Orange
Sec. 3, Twp 22S, Rge 31E
Parcel I.D. # _____
(Maintained by County Appraiser)
Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By

Name: Cher King, Planner
Co. Name: Dept. of Environmental Protection
Address: Division of State Lands, BPLA
3900 Commonwealth Blvd., MS 130
Tallahassee, Florida 32399-3000

OR Bk 6582 Pg 1106
Orange Co FL 2002-0374705
08/02/2002 08:17:26am
Rec 10.50

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to the City of Orlando, its licensees, agents, successors, and assigns, a non-exclusive easement for the construction, installation, operation and maintenance of a 48-inch diameter reclaimed water transmission main, with the right to reconstruct, improve, add to, enlarge, and remove such facilities or any of them within an easement 40 feet in width described as follows:

Reserved for Circuit Court

SEE EXHIBIT "A" ATTACHED HERETO

Together with the right to permit any other person, firm or corporation to repair any facilities hereunder within the easement and to operate the same for water main purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with the lines or systems of the water main or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on July 2, 2002.

Signed, sealed and delivered

in the presence of:

Diane Rogowski
Witness Signature

DIANE ROGOWSKI
Type/Print Witness Name

Judy Woodward
Witness Signature

Judy Woodward
Type/Print Witness Name

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

By: Gloria C. Nelson
Gloria C. Nelson, Operations and Management
Consultant Manager, Bureau of Public Land
Administration, Division of State Lands, Department
of Environmental Protection

Approved as to Form and Legality

By: Paul H. Hester
DEP Attorney

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 2nd day of July, 2002, by GLORIA C. NELSON, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, acting as an agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public
Signature: Diane C. Rogowski

Print Name: _____

My Commission Expires _____

(SEAL)



Diane C. Rogowski
MY COMMISSION # DD113320 EXPIRES
May 24, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION
40' UTILITY EASEMENT

THE SOUTH 40.00 FEET OF THE NORTH 100.00 FEET
OF THE NW 1/4 OF SECTION 3, TOWNSHIP 22 SOUTH,
RANGE 31 EAST, ORANGE COUNTY, FLORIDA LYING
EAST OF THE RIGHT OF WAY FOR STATE ROAD 434.

ALSO:

THE SOUTH 40.00 FEET OF THE NORTH 100.00 FEET
OF THE NE 1/4 OF SECTION 3, TOWNSHIP 22 SOUTH,
RANGE 31 EAST, ORANGE COUNTY, FLORIDA.

ALSO:

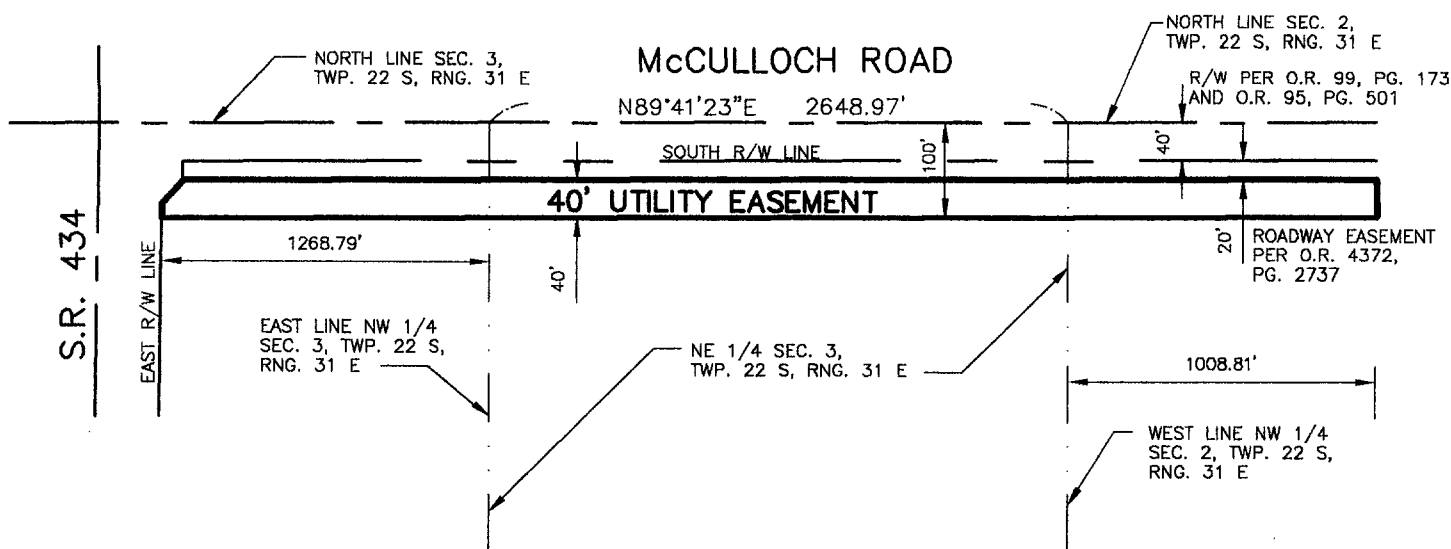
THE SOUTH 40.00 FEET OF THE NORTH 100.00 FEET
OF THE WEST 1008.81 FEET OF THE NW 1/4 OF
SECTION 2, TOWNSHIP 22 SOUTH, RANGE 31 EAST,
ORANGE COUNTY, FLORIDA.

CONTAINING 4.518 ACRES, MORE OR LESS.

DR Bk **6582** Pg **1107**
Orange Co FL **2002-0374705**
Recorded - Martha O. Haynie



NOT TO SCALE



PROJECT NUMBER: 2000025

DRAWING No: 20025SK4

DATE: 10/17/01

REVISED: _____

BUCHHEIT ASSOCIATES, INC.
SURVEYORS & MAPPERS

427 CenterPointe Circle Suite 1811
Altamonte Springs, Florida 32701
(407) 331-0505 Fax: (407) 331-3266

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. SUBJECT TO EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
3. BEARINGS SHOWN HEREON ARE ASSUMED BASED ON THE NORTH LINE OF THE NE 1/4 OF SEC. 3, TWP. 22 S, RNG. 31 E AS BEING N89°41'23"E.

BUCHHEIT ASSOCIATES, INC.
SURVEYORS AND MAPPERS
LICENSED BUSINESS # 6167

BY:

KIMBERLY A. BUCHHEIT
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 4838

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER.

SHEET 1 OF 1



OR Bk 6660 Pg 1982
Orange Co FL 2002-0541022
11/04/2002 10:37:18am
Rec 145.50

Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
P.O. Box 1429
Palatka, FL 32178-1429

CONSERVATION EASEMENT

Easement No. 30959

THIS CONSERVATION EASEMENT is made this 7th day of October, 2002, by the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1429, Palatka, Florida 32178-1429 ("Grantee").

WITNESSETH:

WHEREAS, the Grantor solely owns in fee simple certain real property in Orange County, Florida, more particularly described in Exhibit "A" – "H" attached hereto and incorporated by this reference (the "Property");

WHEREAS, the Grantor, on January 22, 1974, entered into Lease Agreement No. 2721 (the "Lease") with the Florida Board of Regents leasing the Property for a term of 99 years for use by the University of Central Florida ("UCF");



WHEREAS, Grantor grants this conservation easement as a condition of permit # 4-095-0030GM6-ERP issued by Grantee to UCF solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement for the term of the Lease over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement").

1. **Purpose.** The purpose of this Conservation Easement is to assure that the Property will be retained in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. 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 vegetation.
- (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 uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. **Reserved Rights.** Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

4. **Rights of Grantee.** To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns 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 Property that may be damaged by any activity inconsistent with this Conservation Easement.

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

6. **Grantee's Liability.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

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

8. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Orange County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee 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 Property for the term of the Lease.

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EXHIBIT A
DESCRIPTION
P-1A

Sheet 1 of 5
See Sheet 5 of 5 for
Sketch of Description

A tract of land being a portion of Section 3, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the North 1/4 corner of Section 3; thence South 89° 47' 13" West along the North line of the Northwest 1/4 of Section 3 for 216.10 feet; thence South 00° 12' 47" East, 62.95 feet to the **POINT OF BEGINNING**; thence South 89 degrees 17 minutes 21 seconds East (S 89°17'21" E), a distance of 1020.42 feet; thence South 03 degrees 08 minutes 19 seconds East (S 03°08'19" E), a distance of 35.49 feet; thence South 03 degrees 05 minutes 18 seconds East (S 03°05'18" E), a distance of 35.93 feet; thence South 53 degrees 18 minutes 07 seconds East (S 53°18'07" E), a distance of 42.02 feet; thence South 07 degrees 45 minutes 27 seconds East (S 07°45'27" E), a distance of 60.97 feet; thence South 43 degrees 57 minutes 32 seconds West (S 43°57'32" W), a distance of 99.71 feet; thence North 72 degrees 58 minutes 10 seconds East (N 72°58'10" E), a distance of 80.95 feet; thence South 56 degrees 51 minutes 49 seconds East (S 56°51'49" E), a distance of 57.00 feet; thence South 19 degrees 24 minutes 37 seconds East (S 19°24'37" E), a distance of 79.66 feet; thence North 37 degrees 52 minutes 44 seconds East (N 37°52'44" E), a distance of 79.99 feet; thence North 05 degrees 48 minutes 58 seconds West (N 05°48'58" W), a distance of 41.70 feet; thence North 22 degrees 21 minutes 28 seconds East (N 22°21'28" E), a distance of 43.34 feet; thence North 66 degrees 29 minutes 58 seconds East (N 66°29'58" E), a distance of 63.04 feet; thence North 62 degrees 21 minutes 01 seconds East (N 62°21'01" E), a distance of 54.11 feet; thence North 01 degrees 05 minutes 26 seconds East (N 01°05'26" E), a distance of 75.11 feet; thence North 61 degrees 22 minutes 09 seconds East (N 61°22'09" E), a distance of 38.27 feet; thence South 40 degrees 15 minutes 04 seconds East (S 40°15'04" E), a distance of 51.87 feet; thence South 45 degrees 52 minutes 26 seconds East (S 45°52'26" E), a distance of 46.68 feet; thence North 85 degrees 36 minutes 24 seconds East (N 85°36'24" E), a distance of 50.17 feet; thence North 03 degrees 49 minutes 26 seconds West (N 03°49'26" W), a distance of 94.10 feet; thence North 89 degrees 48 minutes 51 seconds East (N 89°48'51" E), a distance of 213.29 feet; thence South 07 degrees 27 minutes 16 seconds West (S 07°27'16" W), a distance of 133.74 feet; thence South 44 degrees 32 minutes 54 seconds West (S 44°32'54" W), a distance of 46.84 feet; thence South 28 degrees 12 minutes 15 seconds East (S 28°12'15" E), a distance of 41.16 feet; thence South 54 degrees 15 minutes 09 seconds East (S 54°15'09" E), a distance of 40.39 feet; thence South 37 degrees 49 minutes 55 seconds East (S 37°49'55" E), a distance of 80.80 feet; thence South 67 degrees 11 minutes 32 seconds East (S 67°11'32" E), a distance of 68.95 feet; thence South 11 degrees 57 minutes 18 seconds East (S 11°57'18" E), a distance of 58.38 feet; thence South 50 degrees 58 minutes 11 seconds East (S 50°58'11" E), a distance of 75.60 feet; thence South 79 degrees 57 minutes 10 seconds East (S 79°57'10" E), a distance of 165.88 feet; thence South 57 degrees 40 minutes 40 seconds East (S 57°40'40" E), a distance of 89.92 feet; thence South 14 degrees 54 minutes 35 seconds West (S 14°54'35" W), a distance of 85.58 feet; thence North 74 degrees 16 minutes 56 seconds East (N 74°16'56"



E), a distance of 79.51 feet; thence North 20 degrees 05 minutes 26 seconds East (N 20°05'26" E), a distance of 93.80 feet; thence North 54 degrees 51 minutes 16 seconds East (N 54°51'16" E), a distance of 91.39 feet; thence South 80 degrees 38 minutes 33 seconds East (S 80°38'33" E), a distance of 128.42 feet; thence North 27 degrees 56 minutes 49 seconds East (N 27°56'49" E), a distance of 105.88 feet; thence South 57 degrees 26 minutes 53 seconds East (S 57°26'53" E), a distance of 21.78 feet; thence North 51 degrees 26 minutes 13 seconds East (N 51°26'13" E), a distance of 99.03 feet; thence North 23 degrees 54 minutes 27 seconds East (N 23°54'27" E), a distance of 40.33 feet; thence North 70 degrees 34 minutes 10 seconds East (N 70°34'10" E), a distance of 44.89 feet; thence North 30 degrees 14 minutes 01 seconds East (N 30°14'01" E), a distance of 33.51 feet; thence South 00 degrees 00 minutes 00 seconds East (S 00°00'00" E), a distance of 306.58 feet; thence due West, a distance of 193.09 feet to the Point of Curvature of a curve concave Southeasterly and having a radius of 403.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 62 degrees 55 minutes 53 seconds (62°55'53") for a distance of 442.64 feet to the Point of Tangency; thence run South 27 degrees 04 minutes 07 seconds West, (S 27°04'07" W), a distance of 389.13 feet; thence North 25 degrees 20 minutes 07 seconds West (N 25°20'07" W), a distance of 70.77 feet; thence North 36 degrees 39 minutes 41 seconds West (N 36°39'41" W), a distance of 9.98 feet; thence North 72 degrees 54 minutes 50 seconds East (N 72°54'50" E), a distance of 53.44 feet; thence North 14 degrees 43 minutes 11 seconds East (N 14°43'11" E), a distance of 43.92 feet; thence North 33 degrees 35 minutes 25 seconds East (N 33°35'25" E), a distance of 93.32 feet; thence North 13 degrees 44 minutes 59 seconds West (N 13°44'59" W), a distance of 214.77 feet; thence North 87 degrees 38 minutes 19 seconds West (N 87°38'19" W), a distance of 44.33 feet; thence North 59 degrees 09 minutes 24 seconds West (N 59°09'24" W), a distance of 48.67 feet; thence North 80 degrees 29 minutes 28 seconds West (N 80°29'28" W), a distance of 61.06 feet; thence North 83 degrees 47 minutes 15 seconds West (N 83°47'15" W), a distance of 77.43 feet; thence North 80 degrees 36 minutes 48 seconds West (N 80°36'48" W), a distance of 50.58 feet; thence North 71 degrees 00 minutes 18 seconds West (N 71°00'18" W), a distance of 7.48 feet; thence North 13 degrees 43 minutes 18 seconds East (N 13°43'18" E), a distance of 34.45 feet; thence North 32 degrees 28 minutes 10 seconds West (N 32°28'10" W), a distance of 65.72 feet; thence North 81 degrees 41 minutes 33 seconds West (N 81°41'33" W), a distance of 85.93 feet; thence South 57 degrees 06 minutes 28 seconds West (S 57°06'28" W), a distance of 55.47 feet; thence South 26 degrees 30 minutes 01 seconds West (S 26°30'01" W), a distance of 91.90 feet; thence South 35 degrees 25 minutes 56 seconds East (S 35°25'56" E), a distance of 63.43 feet; thence South 53 degrees 08 minutes 22 seconds West (S 53°08'22" W), a distance of 16.24 feet; thence South 56 degrees 23 minutes 47 seconds West (S 56°23'47" W), a distance of 28.71 feet; thence South 70 degrees 31 minutes 30 seconds West (S 70°31'30" W), a distance of 34.80 feet; thence South 69 degrees 55 minutes 34 seconds West (S 69°55'34" W), a distance of 84.00 feet; thence South 65 degrees 02 minutes 37 seconds West (S 65°02'37" W), a distance of 63.66 feet; thence South 36 degrees 57 minutes 25 seconds West (S 36°57'25" W), a





Sheet 3 of 5, See Sheet 5 of 5 for Sketch of Description

distance of 43.12 feet; thence South 69 degrees 54 minutes 29 seconds West (S 69°54'29" W), a distance of 51.10 feet; thence South 26 degrees 54 minutes 03 seconds West (S 26°54'03" W), a distance of 90.15 feet; thence South 29 degrees 09 minutes 08 seconds West (S 29°09'08" W), a distance of 31.33 feet; thence South 11 degrees 04 minutes 50 seconds West (S 11°04'50" W), a distance of 54.44 feet; thence South 14 degrees 01 minutes 06 seconds West (S 14°01'06" W), a distance of 51.36 feet; thence South 16 degrees 04 minutes 00 seconds West (S 16°04'00" W), a distance of 32.84 feet; thence South 31 degrees 46 minutes 16 seconds West (S 31°46'16" W), a distance of 15.45 feet; thence North 82 degrees 58 minutes 15 seconds West (N 82°58'15" W), a distance of 40.07 feet; thence North 01 degrees 21 minutes 58 seconds East (N 01°21'58" E), a distance of 49.25 feet; thence North 58 degrees 39 minutes 36 seconds West (N 58°39'36" W), a distance of 39.97 feet; thence North 08 degrees 50 minutes 50 seconds East (N 08°50'50" E), a distance of 18.99 feet; thence North 04 degrees 57 minutes 18 seconds West (N 04°57'18" W), a distance of 42.34 feet; thence North 05 degrees 23 minutes 13 seconds East (N 05°23'13" E), a distance of 63.60 feet; thence North 10 degrees 02 minutes 47 seconds West (N 10°02'47" W), a distance of 78.38 feet; thence North 18 degrees 53 minutes 16 seconds West (N 18°53'16" W), a distance of 68.04 feet; thence North 08 degrees 43 minutes 50 seconds East (N 08°43'50" E), a distance of 87.69 feet; thence North 32 degrees 16 minutes 10 seconds West (N 32°16'10" W), a distance of 87.55 feet; thence North 22 degrees 03 minutes 52 seconds West (N 22°03'52" W), a distance of 48.18 feet; thence North 41 degrees 18 minutes 12 seconds West (N 41°18'12" W), a distance of 41.17 feet; thence North 19 degrees 59 minutes 47 seconds West (N 19°59'47" W), a distance of 88.51 feet; thence North 52 degrees 50 minutes 49 seconds West (N 52°50'49" W), a distance of 34.05 feet; thence North 03 degrees 10 minutes 13 seconds West (N 03°10'13" W), a distance of 29.99 feet; thence North 15 degrees 57 minutes 54 seconds West (N 15°57'54" W), a distance of 35.77 feet; thence North 06 degrees 51 minutes 27 seconds East (N 06°51'27" E), a distance of 85.19 feet; thence North 46 degrees 04 minutes 09 seconds West (N 46°04'09" W), a distance of 87.00 feet; thence South 84 degrees 24 minutes 55 seconds West (S 84°24'55" W), a distance of 65.60 feet; thence South 67 degrees 43 minutes 46 seconds West (S 67°43'46" W), a distance of 29.53 feet; thence North 79 degrees 46 minutes 39 seconds West (N 79°46'39" W), a distance of 89.56 feet; thence North 69 degrees 51 minutes 56 seconds West (N 69°51'56" W), a distance of 73.81 feet; thence North 73 degrees 19 minutes 27 seconds West (N 73°19'27" W), a distance of 56.97 feet; thence North 55 degrees 56 minutes 12 seconds West (N 55°56'12" W), a distance of 38.60 feet; thence North 48 degrees 58 minutes 30 seconds West (N 48°58'30" W), a distance of 51.03 feet; thence North 72 degrees 06 minutes 51 seconds West (N 72°06'51" W), a distance of 48.98 feet; thence North 43 degrees 46 minutes 28 seconds West (N 43°46'28" W), a distance of 50.39 feet; thence South 82 degrees 30 minutes 01 seconds West (S 82°30'01" W), a distance of 117.43 feet; thence South 85 degrees 21 minutes 55 seconds West (S 85°21'55" W), a distance of 75.70 feet; thence North 83 degrees 19 minutes 55 seconds West (N 83°19'55" W), a distance of 110.21 feet; thence North 48 degrees 19 minutes 39 seconds West (N 48°19'39" W), a distance of 21.48 feet; thence North 12 degrees 13 minutes 16 seconds West (N 12°13'16" W), a distance of 46.71 feet to the **POINT OF BEGINNING**. Containing 19.121 Acres, more or less.

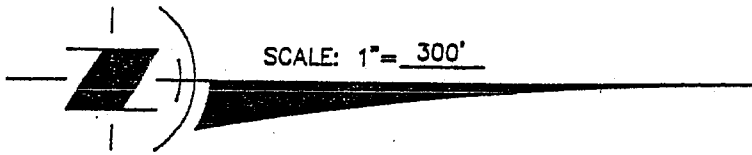
T93-C57.P-1A

SKETCH OF DESCRIPTION

-- NOT A SURVEY --

UNIVERSITY OF CENTRAL FLORIDA

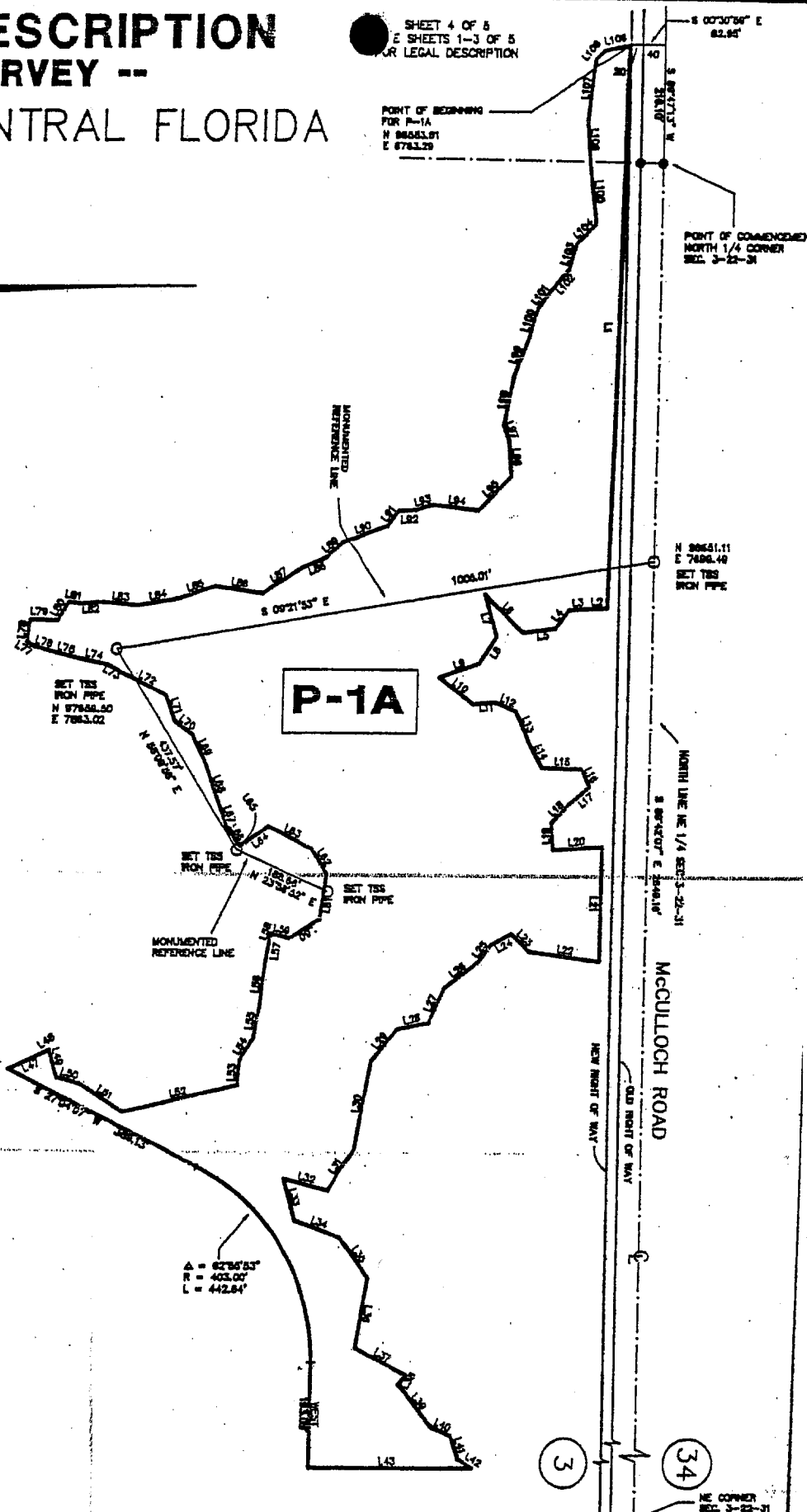
SHEET 4 OF 5
E SHEETS 1-3 OF 5
FOR LEGAL DESCRIPTION



SCALE: 1" = 300'



OR Bk 6660 Pg 1991
Orange Co FL 2002-0541022



REVISED: 10-4-83, GENERAL REVISIONS

I hereby certify that the sketch of description shown hereon was made in accordance with the "Minimum Technical Standards" for land surveying in the State of Florida: 21-HH-6, Florida Administrative Code.

Gerald F. Livernoise
GERALD F. LIVERNOISE, P.L.S.
P.L.S. No. 3517

9/13/93
DATE:

Tinklepaugh
SURVEYING SERVICES, INC.

1104 E. Robinson Street • Orlando, Florida 32801

(407) 422-0957

SKETCH OF DESCRIPTION

-- NOT A SURVEY --

SHEET 5 OF 5
SEE SHEETS 1-3 OF 1
FOR LEGAL DESCRIPTION

UNIVERSITY OF CENTRAL FLORIDA

LINE CHART

LINE	DIRECTION	DISTANCE
L1	S 89°17'21" E	1020.42'
L2	S 03°08'19" E	35.49'
L3	S 03°05'18" E	35.93'
L4	S 53°18'07" E	42.02'
L5	S 07°45'27" E	60.97'
L6	S 43°57'32" W	99.71'
L7	N 72°58'10" E	80.95'
L8	S 56°51'49" E	57.00'
L9	S 19°24'37" E	79.66'
L10	N 37°52'44" E	79.99'
L11	N 05°48'58" W	41.70'
L12	N 22°21'28" E	43.34'
L13	N 66°29'58" E	63.04'
L14	N 62°21'01" E	54.11'
L15	N 01°05'26" E	75.11'
L16	N 61°22'09" E	38.27'
L17	S 40°15'04" E	51.87'
L18	S 45°52'26" E	46.68'
L19	N 85°36'24" E	50.17'
L20	N 03°49'26" W	94.10'
L21	N 89°48'51" E	213.29'
L22	N 07°27'16" E	133.74'
L23	N 44°32'54" E	46.84'
L24	N 28°12'15" W	41.16'
L25	N 54°15'09" W	40.39'
L26	N 37°49'55" W	80.80'
L27	N 67°11'32" W	68.95'
L28	N 11°57'18" W	58.38'
L29	S 50°58'11" E	75.60'
L30	S 79°57'10" E	165.88'
L31	S 57°40'40" E	89.92'
L32	S 14°54'35" W	85.58'
L33	N 74°16'56" E	79.51'
L34	N 20°05'26" E	93.80'
L35	N 54°51'16" E	91.39'
L36	S 80°38'33" E	128.42'
L37	N 27°56'49" E	105.88'
L38	S 57°26'53" E	21.78'
L39	N 51°28'13" E	99.03'
L40	N 23°54'27" E	40.33'
L41	S 70°34'10" W	44.89'
L42	S 30°14'01" W	33.51'
L43	S 00°00'00" E	306.58'
L47	S 25°20'07" E	70.77'
L48	S 36°39'41" E	9.98'
L49	S 72°54'50" W	53.44'
L50	S 14°43'11" W	43.92'
L51	S 33°35'25" W	93.32'
L52	S 13°44'59" E	214.77'
L53	S 87°38'19" E	44.33'
L54	S 59°09'24" E	48.67'

L55	S 80°29'28" E	61.06'
L56	S 83°47'15" E	77.43'
L57	S 80°36'48" E	50.58'
L58	S 71°00'18" E	7.48'
L59	S 13°43'18" W	34.45'
L60	S 32°28'10" E	85.72'
L61	S 81°41'33" E	85.93'
L62	N 57°06'28" E	55.47'
L63	N 26°30'01" E	91.90'
L64	N 35°25'56" W	63.43'
L65	N 53°08'22" E	16.24'
L66	N 56°23'47" E	28.71'
L67	N 70°31'30" E	34.80'
L68	N 69°35'34" E	64.00'
L69	N 65°02'37" E	63.66'
L70	N 36°57'25" E	43.12'
L71	N 69°54'29" E	51.10'
L72	N 26°54'03" E	90.15'
L73	N 29°09'08" E	31.33'
L74	N 11°04'50" E	54.44'
L75	N 14°01'06" E	51.36'
L76	N 16°04'00" E	32.84'
L77	N 31°46'16" E	15.45'
L78	S 82°58'15" E	40.07'
L79	S 01°21'58" W	49.25'
L80	S 58°39'36" E	38.97'
L81	S 08°50'50" W	18.99'
L82	S 04°57'18" E	42.34'
L83	S 05°23'13" W	63.60'
L84	S 10°02'47" E	78.38'
L85	S 18°53'16" E	68.04'
L86	S 08°43'50" W	87.69'
L87	S 32°16'10" E	87.55'
L88	S 22°03'52" E	48.18'
L89	S 41°18'12" E	41.17'
L90	S 19°59'47" E	68.51'
L91	S 52°50'49" E	34.05'
L92	S 03°10'13" E	29.99'
L93	S 15°57'54" E	35.77'
L94	S 06°51'27" W	85.19'
L95	S 46°04'09" E	87.00'
L96	N 84°24'55" E	65.60'
L97	N 67°43'46" E	29.53'
L98	S 79°46'39" E	89.56'
L99	S 69°51'56" E	73.81'
L100	S 73°18'27" E	56.97'
L101	S 55°56'12" E	38.60'
L102	S 48°58'30" E	51.03'
L103	S 72°06'51" E	48.98'
L104	S 43°48'28" E	50.39'
L105	N 82°30'01" E	117.43'
L106	N 85°21'55" E	75.70'
L107	S 83°19'55" E	110.21'
L108	S 48°19'39" E	21.48'
L109	S 12°13'16" E	46.71'



DESCRIPTION

P-1B

A tract of land being a portion of Section 3, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 3; thence South 89° 42' 07" West along the North line of the Northeast 1/4 of Section 3 for 255.81 feet; thence South 00° 17' 53" East, 77.25 feet to the **POINT OF BEGINNING**; thence South 00 degrees 00 minutes 00 seconds East (S 00°00'00" E), a distance of 125.15 feet; thence South 44 degrees 10 minutes 59 seconds West (S 44°10'59" W), a distance of 20.49 feet; thence South 11 degrees 51 minutes 01 seconds East (S 11°51'01" E), a distance of 52.11 feet; thence North 82 degrees 26 minutes 41 seconds West (N 82°26'41" W), a distance of 51.39 feet; thence South 05 degrees 15 minutes 34 seconds East (S 05°15'34" E), a distance of 38.44 feet; thence South 82 degrees 47 minutes 20 seconds West (S 82°47'20" W), a distance of 45.10 feet; thence North 67 degrees 51 minutes 55 seconds West (N 67°51'55" W), a distance of 36.19 feet; thence North 09 degrees 45 minutes 14 seconds West (N 09°45'14" W), a distance of 68.64 feet; thence North 07 degrees 47 minutes 42 seconds West (N 07°47'42" W), a distance of 46.24 feet; thence North 24 degrees 22 minutes 58 seconds West (N 24°22'58" W), a distance of 20.10 feet; thence North 22 degrees 07 minutes 58 seconds West (N 22°07'58" W), a distance of 22.83 feet; thence North 36 degrees 31 minutes 44 seconds West (N 36°31'44" W), a distance of 76.51 feet; thence North 90 degrees 00 minutes 00 seconds East (N 90°00'00" E), a distance of 209.60 feet to the **POINT OF BEGINNING**. Containing 0.74 acres, more or less.

T93-C57.P-1B



SKETCH OF DESCRIPTION FOR

SHEET 2 OF 2

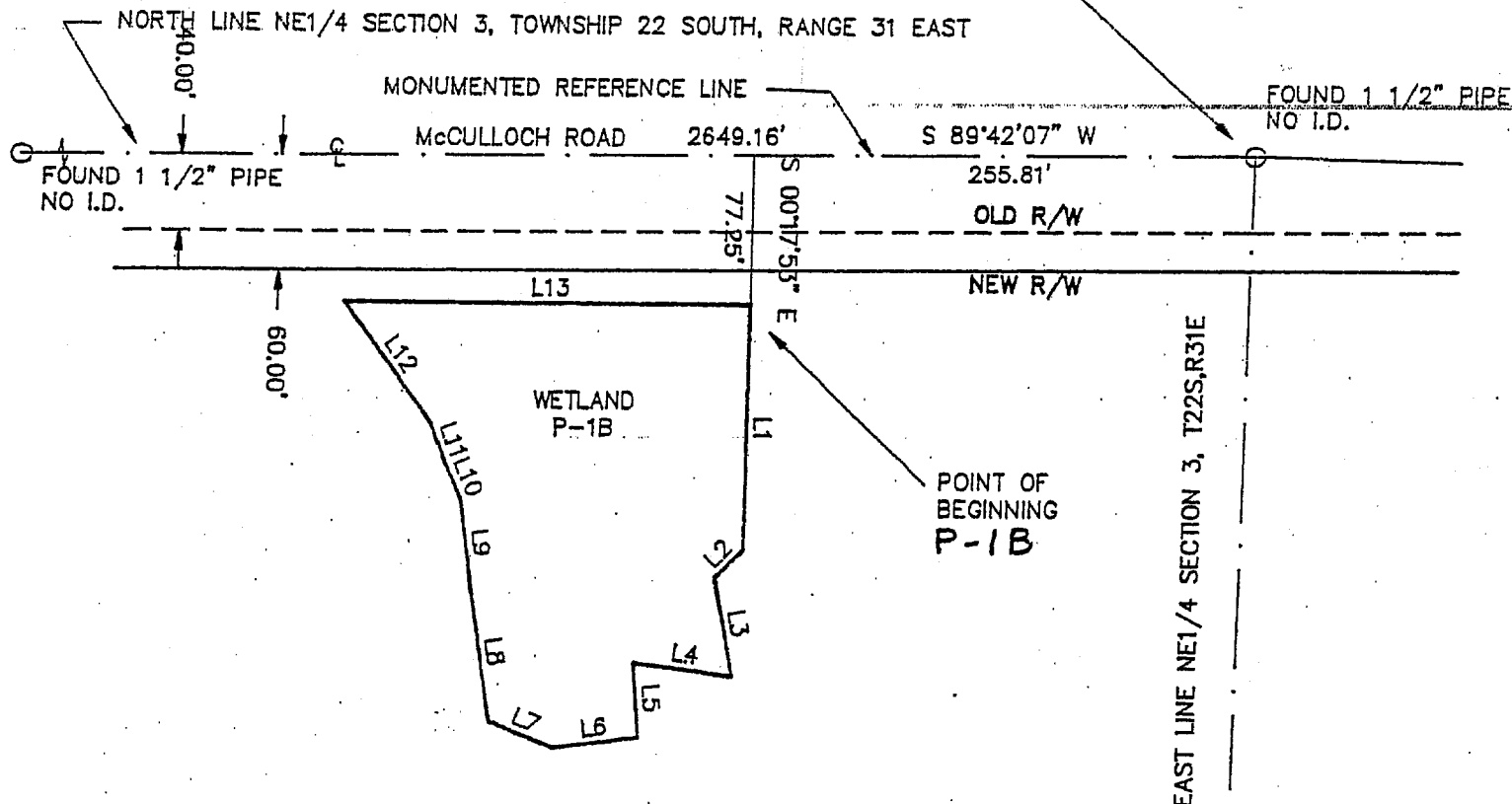
UNIVERSITY OF CENTRAL FLORIDA

LINE	DIRECTION	DISTANCE
L1	S 00°00'00" E	125.15'
L2	S 44°10'59" W	20.49'
L3	S 11°51'01" E	52.11'
L4	N 82°26'41" W	51.39'
L5	S 05°15'34" E	38.44'
L6	S 82°47'20" W	45.10'
L7	N 67°51'55" W	36.19'
L8	N 09°45'14" W	68.64'
L9	N 07°47'42" W	46.24'
L10	N 24°22'58" W	20.10'
L11	N 22°07'58" W	22.83'
L12	N 36°31'44" W	76.51'
L13	N 90°00'00" E	209.60'

NOT TO SCALE

OR Bk 6660 Pg 1994
Orange Co FL 2002-0541022

POINT OF COMMENCEMENT
NE CORNER SEC. 3, T22S, R31E



hereby certify that the sketch of description shown hereon was made in accordance with the "Minimum Technical Standards" for land surveying the State of Florida: 21-HH-6, Florida Administrative Code.

[Signature]
HERALD F. LIVERNOISE, P.L.S. 3517

9/13/93
DATE:

Tinklepaugh
SURVEYING SERVICES, INC.

1104 E. Robinson Street • Orlando, Florida 32801

(407) 422-0957

14



DESCRIPTION

P-2

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

Commence at the Northwest corner of said Section 2; thence North 89 degrees 39 minutes 07 seconds East (N 89° 39' 07" E) along the North line of the Northwest 1/4 of Section 2 for 2622.55 feet; thence South 00 degrees 20 minutes 53 seconds East (S 00°20'53" E), 386.21 feet to the **POINT OF BEGINNING**; thence South 65 degrees 59 minutes 03 seconds West (S 65°59'03" W), a distance of 41.08 feet; thence South 05 degrees 27 minutes 29 seconds West (S 05°27'29" W), a distance of 57.14 feet; thence South 41 degrees 27 minutes 42 seconds West (S 41°27'42" W), a distance of 68.60 feet; thence South 56 degrees 59 minutes 21 seconds West (S 56°59'21" W), a distance of 53.93 feet; thence South 52 degrees 01 minutes 03 seconds West (S 52°01'03" W), a distance of 71.02 feet; thence South 06 degrees 14 minutes 49 seconds West (S 06°14'49" W), a distance of 57.76 feet; thence South 18 degrees 54 minutes 32 seconds West (S 18°54'32" W), a distance of 63.74 feet; thence South 08 degrees 19 minutes 32 seconds West (S 08°19'32" W), a distance of 24.73 feet; thence South 30 degrees 33 minutes 20 seconds East (S 30°33'20" E), a distance of 38.35 feet; thence North 83 degrees 44 minutes 49 seconds East (N 83°44'49" E), a distance of 17.04 feet; thence South 60 degrees 13 minutes 00 seconds East (S 60°13'00" E), a distance of 56.00 feet; thence South 57 degrees 53 minutes 38 seconds East (S 57°53'38" E), a distance of 35.61 feet; thence South 84 degrees 45 minutes 11 seconds East (S 84°45'11" E), a distance of 80.42 feet; thence South 11 degrees 28 minutes 21 seconds East (S 11°28'21" E), a distance of 60.56 feet; thence South 44 degrees 42 minutes 14 seconds East (S 44°42'14" E), a distance of 38.28 feet; thence South 46 degrees 42 minutes 02 seconds East (S 46°42'02" E), a distance of 23.39 feet; thence North 00 degrees 42 minutes 35 seconds West (N 00°42'35" W), a distance of 547.93 feet; thence South 51 degrees 01 minutes 24 seconds West (S 51°01'24" W), a distance of 31.38 feet to the **POINT OF BEGINNING**. Containing 1.71 acres, more or less.

T93-C57.P-2

SKETCH OF DESCRIPTION -- NOT A SURVEY --

SHEET 2 OF 2
SEE SHEET 1 OF 2
FOR LEGAL DESCRIPTION

UNIVERSITY OF CENTRAL FLORIDA



OR Bk 6660 Pg 1996
Orange Co FL 2002-0541022

POINT OF COMMENCEMENT N 105154.102082
E 9058.198577

NORTHWEST CORNER OF SECTION 2, TOWNSHIP 22
SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA

S 89°42'07" W
2648.18'

McCULLOCH ROAD

N 89°39'07" E

2622.55'

OLD R/W LINE

NEW R/W LINE

N. 104783.83
E. 11681.05

POINT OF BEGINNING

NORTH 1/4 CORNER OF SECTION 3, TOWNSHIP 22
SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA

N 105140.321089 E 6407.074421

N. 105091.99
E. 11710.29
FOUND
6x6
CONC
MONUMENT

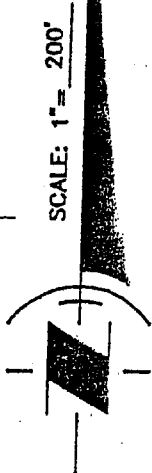
S 00°20'53" E
386.21'

500°42'47" W
416.96'
MONUMENTED
REFERENCE LINE

RECOVERED
REBAR
LB 2966
N. 104675.00
E. 11715.48

LINE	DIRECTION	DISTANCE
L1	S 65°59'03" W	41.08'
L2	S 05°27'28" W	57.14'
L3	S 41°27'42" W	68.60'
L4	S 56°59'21" W	53.93'
L5	S 52°01'03" W	71.02'
L6	S 08°14'49" W	57.76'
L7	S 18°54'32" W	63.74'
L8	S 08°19'32" W	24.73'
L9	S 30°33'20" E	38.35'
L10	N 83°44'49" E	17.04'
L11	S 60°13'00" E	56.00'
L12	S 57°53'38" E	35.61'
L13	S 84°45'11" E	60.42'
L14	S 11°28'21" E	60.56'
L15	S 44°42'14" E	36.28'
L16	S 48°42'02" E	23.39'
L17	N 00°42'35" W	547.93'
L18	S 51°01'24" W	31.38'

SCALE: 1" = 200'



P-2

UNIVERSITY ESTATES
UNIT 1
P.B. 24, PG. 135

T83C57D.DWG

I hereby certify that the sketch of description shown hereon was made in accordance with the "Minimum Technical Standards" for land surveying in the State of Florida: 21-HH-6, Florida Administrative Code.

GERALD F. LIVERNOISE, P.L.S.
P.L.S. No. 3517

9/13/93
DATE:

Tinklepaugh
SURVEYING SERVICES, INC.
1104 E. Robinson Street • Orlando, Florida 32801
(407) 422-0957



DESCRIPTION

P-3A

A tract of land lying in Section 2, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

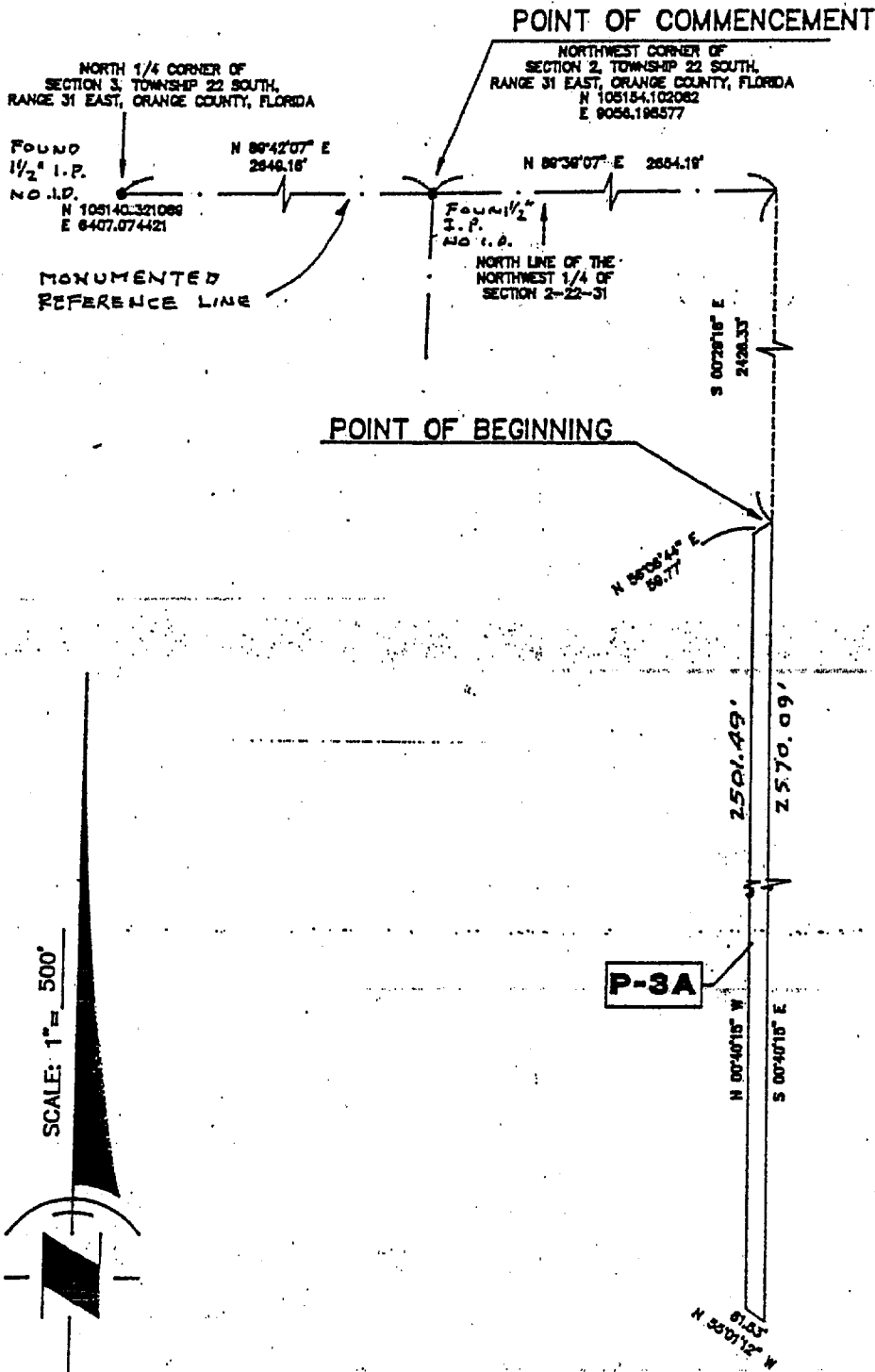
Commence at the Northwest corner of said Section 2; thence North 89 degrees 39 minutes 07 seconds East (N 89°39'07" E) along the North line of the Northwest 1/4 of said Section 2 for 2654.19 feet; thence South 00° 29' 16" East, 2426.33 feet to the **POINT OF BEGINNING**; thence South 00 degrees 40 minutes 15 seconds East (S 00°40'15" E), a distance of 2570.09 feet; thence North 55 degrees 01 minutes 12 seconds West (N 55°01'12" W), a distance of 61.53 feet; thence North 00 degrees 40 minutes 15 seconds West (N 00°40'15" W), a distance of 2501.49 feet; thence North 56 degrees 06 minutes 44 seconds East (N 56°06'44" E), a distance of 59.77 feet to the **POINT OF BEGINNING**.
Containing: 2.91 acres, more or less.

T94-B33

SKETCH OF DESCRIPTION -- NOT A SURVEY --

SHEET 2 OF 2
SEE SHEET 1 OF 2
FOR LEGAL DESCRIPTION

UNIVERSITY OF CENTRAL FLORIDA



OR Bk 6660 Pg 1998
Orange Co FL 2002-0541022

I hereby certify that the sketch of description shown hereon was made in accordance with the "Minimum Technical Standards" for land surveying in the State of Florida: 21-HH-6, Florida Administrative Code.

Gerald F. Livernoise
GERALD F. LIVERNOISE P.L.S. No. 3517

9/13/93
DATE:

REVISED 4/28/94 SX 6018 T03C57E.bws

Tinklepaugh
SURVEYING SERVICES, INC.

1104 E. Robinson Street • Orlando, Florida 32801

(407) 422-0957



Legal Description

P-3B

A tract of land being a portion of Sections 2 and 11, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 2, thence North 89°39'07" East along the North line of the Northwest ¼ of Section 2 for 2654.19 feet; thence South 00°34'43" East, 4821.63 feet to the POINT OF BEGINNING; thence South 00 degrees 40 minutes 15 seconds East (S 00°40'15" E), a distance of 424.78 feet; thence North 84 degrees 40 minutes 13 seconds West (N 84°40'13" W), a distance of 50.28 feet; thence North 00 degrees 40 minutes 15 seconds West (N 00°40'15" W), a distance of 455.39 feet; thence South 55 degrees 01 minutes 12 seconds East (S 55°01'12" E), a distance of 61.53 feet to the POINT OF BEGINNING. Containing 0.51 acres, more or less.



A portion of Sections 2 and 3, Township 22 South, Range 31 East, Orange County, Florida; being more particularly described as follows:

COMMENCE at the North 1/4 corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida and run N 89°42'07" E along the North line of the Northeast 1/4 of said Section 3 for a distance of 2649.16 feet to the Northeast corner of said Section 3; thence run S 05°31'02" W, 4103.98 feet to the **POINT OF BEGINNING**; thence run South 52 degrees 29 minutes 56 seconds East (S52°29'56" E), a distance of 373.71 feet; thence along a curve having a radius of 11.36 feet, arc length of 30.05 feet, delta angle of 151 degrees 36 minutes 56 seconds (151°36'56"), a chord bearing of North 40 degrees 37 minutes 06 seconds East (N 40°37'06" E), and a chord length of 22.02 feet; thence North 35 degrees 11 minutes 22 seconds West (N 35°11'22" W), a distance of 67.63 feet; thence along a curve having a radius of 162.71 feet, arc length of 55.94 feet, delta angle of 19 degrees 41 minutes 52 seconds (19°41'52"), a chord bearing of North 33 degrees 23 minutes 41 seconds East (N 33°23'41" E), and a chord length of 55.67 feet; thence along a curve having a radius of 83.58 feet, arc length of 40.75 feet, delta angle of 27 degrees 56 minutes 02 seconds (27°56'02"), a chord bearing of North 57 degrees 12 minutes 38 seconds East (N 57°12'38" E), and a chord length of 40.35 feet; thence along a curve having a radius of 318.13 feet, arc length of 31.31 feet, delta angle of 05 degrees 38 minutes 23 seconds (05°38'23"), a chord bearing of North 73 degrees 59 minutes 51 seconds East (N 73°59'51" E), and a chord length of 31.30 feet; thence along a curve having a radius of 91.88 feet, arc length of 16.85 feet, delta angle of 10 degrees 30 minutes 17 seconds (10°30'17"), a chord bearing of North 71 degrees 33 minutes 54 seconds East (N 71°33'54" E), and a chord length of 16.82 feet; thence along a curve having a radius of 2750.19 feet, arc length of 70.06 feet, delta angle of 01 degrees 27 minutes 35 seconds (01°27'35"), a chord bearing of North 65 degrees 34 minutes 58 seconds East (N 65°34'58" E), and a chord length of 70.06 feet; thence along a curve having a radius of 7499.31 feet, arc length of 115.69 feet, delta angle of 00 degrees 53 minutes 02 seconds (00°53'02"), a chord bearing of North 64 degrees 24 minutes 39 seconds East (N 64°24'39" E), and a chord length of 115.69 feet; thence along a curve having a radius of 4695.01 feet, arc length of 6.57 feet, delta angle of 00 degrees 04 minutes 49 seconds (00°04'49"), a chord bearing of North 63 degrees 55 minutes 44 seconds East (N 63°55'44" E) and a chord length of 6.57 feet; thence due South 56.54 feet to the Point of Curvature of a curve concave Westerly and having a radius of 520.00 feet; thence run Southerly along the arc of said curve through a central angle of 54 degrees 31 minutes 30 seconds (54°31'30") for a distance of 494.85 feet to the Point of Tangency; thence South 54 degrees 31 minutes 30 seconds West (S 54°31'30" W), 446.56 feet; thence North 16 degrees 16 minutes 55 seconds West (N 16°16'55" W), a distance of 43.55 feet; thence North 33 degrees 09 minutes 34 seconds West (N 33°09'34" W), a distance of 167.73 feet; thence North 35 degrees 13 minutes 03 seconds West (N 35°13'03" W), a distance of 54.30 feet; thence South 55 degrees 16 minutes 01 seconds West (S 55°16'01" W), a distance of 24.18 feet; thence South 51 degrees 57 minutes 22 seconds West (S 51°57'22" W), a distance of 9.34 feet; thence along a curve having a radius of 5.12 feet, arc length of 9.66 feet, delta angle of 108 degrees 02 minutes 46 seconds (108°02'46"), a chord bearing of North 66 degrees 53 minutes 43 seconds West (N 66°53'43" W), and a chord length of 8.29 feet; thence along a curve

having a radius of 29.76 feet, arc length of 19.89 feet, delta angle of 38 degrees 18 minutes 03 seconds (38°18'03"), a chord bearing of North 06 degrees 16 minutes 42 seconds East (N 06°16'42" E), and a chord length of 19.52 feet; thence North 25 degrees 25 minutes 43 seconds East (N 25°25'43" E), a distance of 22.73 feet; thence North 38 degrees 36 minutes 51 seconds East (N 38°36'51" E), a distance of 11.49 feet; thence North 76 degrees 55 minutes 22 seconds East (N 76°55'22" E), a distance of 23.80 feet; thence North 57 degrees 38 minutes 58 seconds East (N 57°38'58" E), a distance of 6.50 feet; thence North 06 degrees 39 minutes 49 seconds East (N 06°39'49" E), a distance of 14.46 feet; thence North 22 degrees 21 minutes 22 seconds East (N 22°21'22" E), a distance of 14.43 feet; thence North 37 degrees 38 minutes 28 seconds West (N 37°38'28" W), a distance of 14.73 feet; thence North 43 degrees 51 minutes 27 seconds West (N 43°51'27" W), a distance of 59.43 feet; thence North 38 degrees 50 minutes 37 seconds West (N 38°50'37" W), a distance of 41.34 feet; thence North 46 degrees 26 minutes 15 seconds West (N 46°26'15" W), a distance of 20.84 feet; thence along a curve having a radius of 13.60 feet, arc length of 21.26 feet, delta angle of 89 degrees 35 minutes 10 seconds (89°35'10"), a chord bearing of North 37 degrees 47 minutes 25 seconds West (N 37°47'25" W), and a chord length of 19.16 feet; thence North 07 degrees 00 minutes 10 seconds East (N 07°00'10" E), a distance of 147.61 feet; thence North 57 degrees 02 minutes 47 seconds East (N 57°02'47" E), a distance of 151.58 feet; thence North 28 degrees 13 minutes 59 seconds West (N 28°13'59" W), a distance of 30.30 feet; thence North 06 degrees 59 minutes 03 seconds West (N 06°59'03" W), a distance of 51.42 feet; thence along a curve having a radius of 21.53 feet, arc length of 37.18 feet, delta angle of 98 degrees 57 minutes 27 seconds (98°57'27"), a chord bearing of North 38 degrees 17 minutes 37 seconds East (N 38°17'37" E), and a chord length of 32.73 feet; thence North 87 degrees 46 minutes 20 seconds East (N 87°46'20" E), a distance of 31.75 feet; thence North 89 degrees 18 minutes 33 seconds East (N 89°18'33" E), a distance of 27.91 feet; thence South 72 degrees 15 minutes 15 seconds East (S 72°15'15" E), a distance of 24.66 feet; thence South 63 degrees 12 minutes 55 seconds East (S 63°12'55" E), a distance of 17.43 feet to the **POINT OF BEGINNING**. Containing 7.847 Acres, more or less.

T93-C57.A



SKETCH OF DESCRIPTION -- NOT A SURVEY --

UNIVERSITY OF CENTRAL FLORIDA



OR Bk 6660 Pg 2002
Orange Co FL 2002-0541022

NORTH LINE OF THE
NORTHEAST 1/4 OF
SEC. 3, T. 22 S., R. 31 E.

NORTHEAST CORNER OF
SECTION 3, T. 22 S., R. 31 E.
ORANGE COUNTY, FLORIDA

POINT OF COMMENCEMENT
NORTH 1/4 CORNER OF
SECTION 3, T. 22 S., R. 31 E.
ORANGE COUNTY, FLORIDA

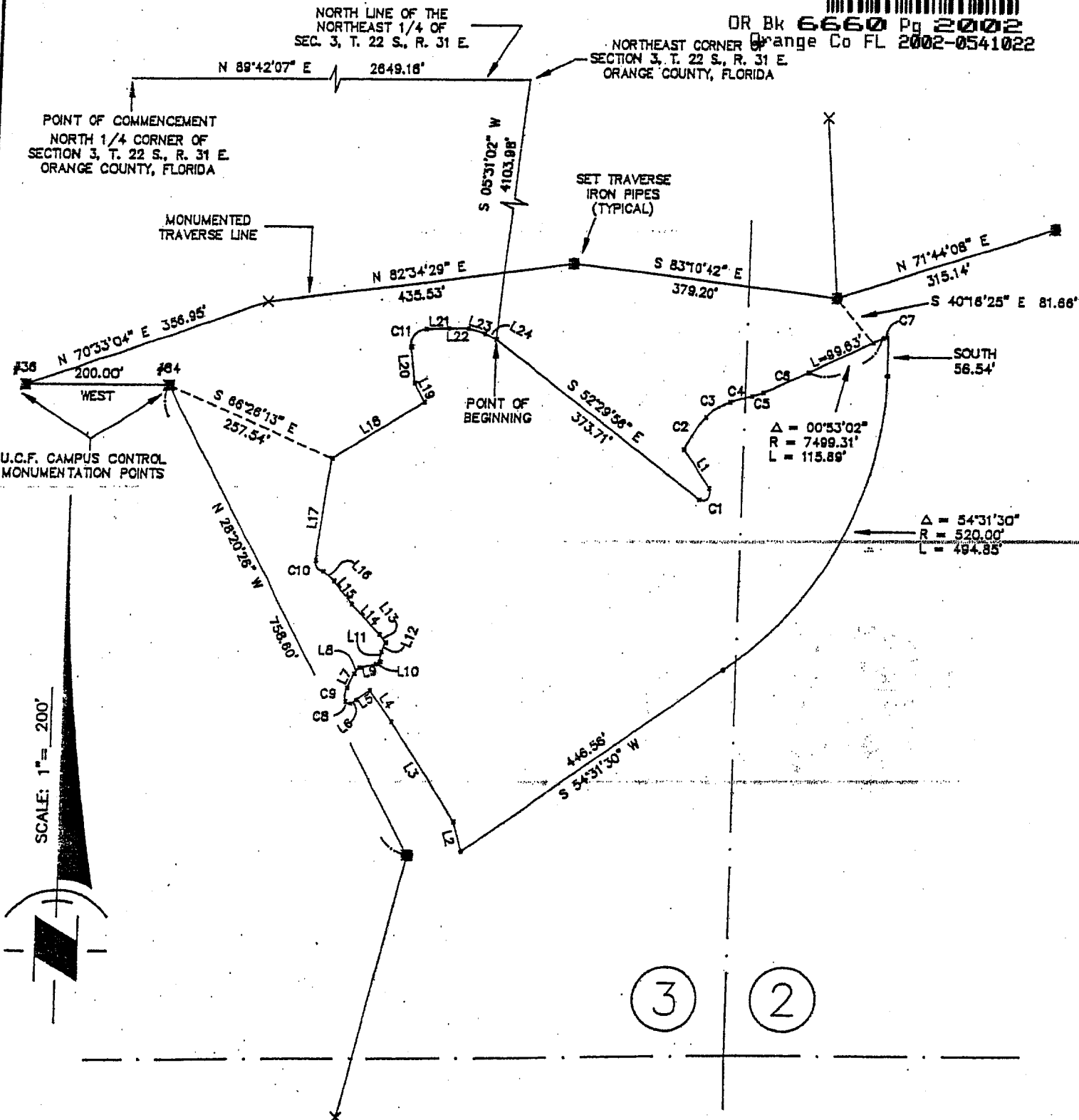
MONUMENTED
TRAVERSE LINE

SET TRAVERSE
IRON PIPES
(TYPICAL)

POINT OF
BEGINNING

U.C.F. CAMPUS CONTROL
MONUMENTATION POINTS

SCALE: 1" = 200'



I hereby certify that the sketch of description shown hereon was made in accordance with the "Minimum Technical Standards" for land surveying in the State of Florida: 21-HH-8, Florida Administrative Code.

[Signature]
CERARD E. TINKLEPAUGH, S.L.S.

P.L.S. No. 3517

9/20/93

Tinklepaugh
SURVEYING SERVICES, INC.

1104 E. Robinson Street • Orlando, Florida 32801

SKETCH OF DESCRIPTION

-- NOT A SURVEY --

UNIVERSITY OF CENTRAL FLORIDA

LINE CHART

LINE	DIRECTION	DISTANCE
L1	N 35°11'22" W	67.63'
L2	N 18°16'55" W	43.55'
L3	N 33°09'34" W	167.73'
L4	N 35°13'03" W	54.30'
L5	S 55°16'01" W	24.18'
L6	S 51°57'22" W	9.34'
L7	N 25°25'43" E	22.73'
L8	N 38°36'51" E	11.49'
L9	N 76°55'22" E	23.80'
L10	N 57°38'58" E	6.50'
L11	N 06°39'49" E	14.46'
L12	N 22°21'22" E	14.43'
L13	N 37°38'28" W	14.73'
L14	N 43°51'27" W	59.43'
L15	N 38°50'37" W	41.34'
L16	N 46°26'15" W	20.84'
L17	N 07°00'10" E	147.61'
L18	N 57°02'47" E	151.58'
L19	N 28°13'59" W	30.30'
L20	N 06°59'03" W	51.42'
L21	N 87°46'20" E	31.75'
L22	N 89°18'33" E	27.91'
L23	S 72°16'15" E	24.66'
L24	S 63°12'55" E	17.43'

CURVE CHART

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	11.36'	30.05'	44.91'	22.02'	N40°37'06"E	151°36'56"
C2	162.71'	55.94'	28.25'	55.67'	S33°23'41"W	19°41'52"
C3	83.58'	40.75'	20.79'	40.35'	S57°12'38"W	27°56'02"
C4	318.13'	31.31'	15.67'	31.30'	S73°59'51"W	05°38'23"
C5	91.88'	16.85'	8.45'	16.82'	N71°33'54"E	10°30'17"
C6	2750.19'	70.06'	35.03'	70.06'	N65°34'58"E	01°27'35"
C7	4695.01'	6.57'	3.29'	6.57'	N63°55'44"E	00°04'49"
C8	5.12'	9.66'	7.06'	8.29'	S66°53'43"E	108°02'48"
C9	29.78'	19.89'	10.33'	19.52'	S06°16'42"W	38°18'03"
C10	13.60'	21.26'	13.50'	19.18'	S37°47'25"E	89°35'10"
C11	21.53'	37.18'	25.19'	32.73'	S38°17'37"W	98°57'27"





DESCRIPTION

W-9B

Sheet 1 of 8

See Sheet 8 of 8 for
Sketch of Description

A portion of Sections 2, 3, 10 and 11, Township 22 South, Range 31 East, Orange County, Florida; being more particularly described as follows:

COMMENCE at the North 1/4 corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida and run N 89°42'07" E along the North line of the Northeast 1/4 of said Section 3 for a distance of 2649.16 feet to the Northeast corner of said Section 3; thence run S 06°55'02" E, 3958.92 feet to the **POINT OF BEGINNING**; thence run North 45 degrees 55 minutes 38 seconds East (N 45°55'38" E), a distance of 64.98 feet; thence North 81 degrees 40 minutes 53 seconds East (N 81°40'53" E), a distance of 133.99 feet; thence South 83 degrees 14 minutes 49 seconds East (S 83°14'49" E), a distance of 66.82 feet; thence South 44 degrees 30 minutes 55 seconds East (S 44°30'55" E), a distance of 89.82 feet; thence South 63 degrees 08 minutes 38 seconds East (S 63°08'38" E), a distance of 134.91 feet; thence South 36 degrees 10 minutes 36 seconds East (S 36°10'36" E), a distance of 111.75 feet; thence South 51 degrees 23 minutes 20 seconds East (S 51°23'20" E), a distance of 86.01 feet; thence South 39 degrees 53 minutes 49 seconds East (S 39°53'49" E), a distance of 115.06 feet; thence North 75 degrees 10 minutes 51 seconds East (N 75°10'51" E), a distance of 46.98 feet; thence South 34 degrees 14 minutes 46 seconds East (S 34°14'46" E), a distance of 59.01 feet; thence South 01 degrees 47 minutes 25 seconds West (S 01°47'25" W), a distance of 100.13 feet; thence South 45 degrees 52 minutes 38 seconds East (S 45°52'38" E), a distance of 81.76 feet; thence South 22 degrees 41 minutes 47 seconds East (S 22°41'47" E), a distance of 32.44 feet; thence South 16 degrees 21 minutes 10 seconds East (S 16°21'10" E), a distance of 127.13 feet; thence South 64 degrees 48 minutes 56 seconds East (S 64°48'56" E), a distance of 53.00 feet; thence South 26 degrees 16 minutes 20 seconds East (S 26°16'20" E), a distance of 81.77 feet; thence South 21 degrees 37 minutes 13 seconds East (S 21°37'13" E), a distance of 90.84 feet; thence South 10 degrees 51 minutes 59 seconds East (S 10°51'59" E), a distance of 82.59 feet; thence South 22 degrees 43 minutes 45 seconds East (S 22°43'45" E), a distance of 39.55 feet; thence South 44 degrees 52 minutes 34 seconds East (S 44°52'34" E), a distance of 56.65 feet; thence South 38 degrees 38 minutes 00 seconds East (S 38°38'00" E), a distance of 44.68 feet; thence North 47 degrees 01 minutes 50 seconds East (N 47°01'50" E), a distance of 37.27 feet; thence North 21 degrees 07 minutes 27 seconds East (N 21°07'27" E), a distance of 68.95 feet; thence North 01 degrees 57 minutes 05 seconds East (N 01°57'05" E), a distance of 83.86 feet; thence North 06 degrees 25 minutes 23 seconds West (N 06°25'23" W), a distance of 65.40 feet; thence North 00 degrees 31 minutes 42 seconds East (N 00°31'42" E), a distance of 48.76 feet; thence North 00 degrees 49 minutes 14 seconds East (N 00°49'14" E), a distance of 66.07 feet; thence North 55 degrees 23 minutes 54 seconds East (N 55°23'54" E), a distance of 74.21 feet; thence North 30 degrees 09 minutes 51 seconds West (N 30°09'51" W), a distance of 73.39 feet; thence North 06 degrees 19 minutes 48 seconds



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Sketch of Description

West (N 06°19'48" W), a distance of 67.16 feet; thence North 15 degrees 15 minutes 04 seconds East (N 15°15'04" E), a distance of 64.34 feet; thence North 33 degrees 38 minutes 58 seconds East (N 33°38'58" E), a distance of 33.61 feet; thence North 15 degrees 32 minutes 58 seconds East (N 15°32'58" E), a distance of 60.24 feet; thence North 24 degrees 52 minutes 46 seconds East (N 24°52'46" E), a distance of 50.35 feet; thence North 30 degrees 34 minutes 34 seconds East (N 30°34'34" E), a distance of 42.61 feet; thence North 63 degrees 16 minutes 15 seconds East (N 63°16'15" E), a distance of 69.85 feet; thence South 81 degrees 09 minutes 17 seconds East (S 81°09'17" E), a distance of 19.86 feet; thence South 09 degrees 19 minutes 50 seconds East (S 09°19'50" E), a distance of 37.54 feet; thence South 66 degrees 16 minutes 57 seconds East (S 66°16'57" E), a distance of 99.26 feet; thence South 23 degrees 07 minutes 29 seconds East (S 23°07'29" E), a distance of 85.43 feet; thence South 31 degrees 45 minutes 16 seconds East (S 31°45'16" E), a distance of 62.49 feet; thence South 07 degrees 51 minutes 39 seconds East (S 07°51'39" E), a distance of 49.44 feet; thence South 40 degrees 44 minutes 09 seconds West (S 40°44'09" W), a distance of 56.46 feet; thence South 46 degrees 00 minutes 06 seconds West (S 46°00'06" W), a distance of 50.88 feet; thence South 31 degrees 19 minutes 54 seconds West (S 31°19'54" W), a distance of 39.68 feet; thence South 16 degrees 59 minutes 39 seconds East (S 16°59'39" E), a distance of 88.92 feet; thence South 37 degrees 36 minutes 38 seconds East (S 37°36'38" E), a distance of 95.46 feet; thence South 15 degrees 03 minutes 01 seconds East (S 15°03'01" E), a distance of 86.73 feet; thence South 72 degrees 56 minutes 05 seconds East (S 72°56'05" E), a distance of 63.36 feet; thence North 55 degrees 32 minutes 37 seconds East (N 55°32'37" E), a distance of 58.09 feet; thence South 33 degrees 15 minutes 47 seconds East (S 33°15'47" E), a distance of 71.09 feet; thence South 64 degrees 53 minutes 59 seconds West (S 64°53'59" W), a distance of 56.79 feet; thence South 08 degrees 05 minutes 25 seconds East (S 08°05'25" E), a distance of 70.70 feet; thence South 04 degrees 06 minutes 49 seconds East (S 04°06'49" E), a distance of 80.98 feet; thence South 21 degrees 20 minutes 57 seconds East (S 21°20'57" E), a distance of 66.14 feet; thence South 22 degrees 42 minutes 44 seconds East (S 22°42'44" E), a distance of 35.92 feet; thence South 18 degrees 54 minutes 19 seconds East (S 18°54'19" E), a distance of 98.10 feet; thence South 32 degrees 26 minutes 40 seconds East (S 32°26'40" E), a distance of 86.29 feet; thence South 14 degrees 57 minutes 47 seconds West (S 14°57'47" W), a distance of 68.27 feet; thence South 21 degrees 38 minutes 37 seconds East (S 21°38'37" E), a distance of 49.05 feet; thence South 04 degrees 40 minutes 43 seconds East (S 04°40'43" E), a distance of 84.26 feet; thence South 42 degrees 47 minutes 40 seconds East (S 42°47'40" E), a distance of 67.25 feet; thence South 01 degrees 07 minutes 42 seconds East (S 01°07'42" E), a distance of 61.11 feet; thence South 13 degrees 47 minutes 41 seconds West (S 13°47'41" W), a distance of 87.55 feet; thence South 39 degrees 31 minutes 20 seconds East (S 39°31'20" E), a distance of 67.72 feet; thence

South 41 degrees 55 minutes 21 seconds West (S 41°55'21" W), a distance of 37.54 feet; thence South 08 degrees 23 minutes 57 seconds West (S 08°23'57" W), a distance of 56.82 feet; thence South 51 degrees 29 minutes 50 seconds East (S 51°29'50" E), a distance of 43.42 feet; thence South 31 degrees 17 minutes 27 seconds East (S 31°17'27" E), a distance of 56.77 feet; thence South 71 degrees 47 minutes 54 seconds East (S 71°47'54" E), a distance of 46.78 feet; thence South 74 degrees 40 minutes 45 seconds East (S 74°40'45" E), a distance of 37.84 feet; thence South 48 degrees 24 minutes 43 seconds East (S 48°24'43" E), a distance of 51.57 feet; thence South 78 degrees 27 minutes 24 seconds East (S 78°27'24" E), a distance of 76.30 feet; thence South 52 degrees 48 minutes 59 seconds East (S 52°48'59" E), a distance of 66.90 feet; thence South 06 degrees 44 minutes 57 seconds East (S 06°44'57" E), a distance of 65.08 feet; thence South 00 degrees 46 minutes 22 seconds West (S 00°46'22" W), a distance of 43.98 feet; thence South 29 degrees 52 minutes 25 seconds West (S 29°52'25" W), a distance of 90.27 feet; thence South 25 degrees 52 minutes 49 seconds East (S 25°52'49" E), a distance of 51.30 feet; thence South 11 degrees 45 minutes 35 seconds East (S 11°45'35" E), a distance of 28.99 feet; thence South 72 degrees 23 minutes 12 seconds East (S 72°23'12" E), a distance of 53.67 feet; thence North 60 degrees 18 minutes 10 seconds East (N 60°18'10" E), a distance of 56.35 feet; thence North 00 degrees 36 minutes 38 seconds West (N 00°36'38" W), a distance of 405.66 feet; thence North 03 degrees 09 minutes 42 seconds East (N 03°09'42" E), a distance of 402.27 feet; thence North 02 degrees 21 minutes 53 seconds East (N 02°21'53" E), a distance of 76.26 feet; thence North 08 degrees 30 minutes 58 seconds East (N 08°30'58" E), a distance of 79.97 feet; thence North 37 degrees 13 minutes 50 seconds East (N 37°13'50" E), a distance of 46.75 feet; thence South 84 degrees 40 minutes 13 seconds East (S 84°40'13" E), a distance of 17.01 feet; thence South 00 degrees 14 minutes 30 seconds West (S 00°14'30" W), a distance of 129.16 feet; thence South 01 degrees 21 minutes 02 seconds East (S 01°21'02" E), a distance of 154.05 feet; thence South 07 degrees 39 minutes 28 seconds East (S 07°39'28" E), a distance of 155.16 feet; thence South 00 degrees 17 minutes 38 seconds East (S 00°17'38" E), a distance of 972.85 feet; thence South 69 degrees 36 minutes 51 seconds West (S 69°36'51" W), a distance of 166.22 feet; thence along a curve having a radius of 150.00 feet, arc length of 149.99 feet, delta angle of 57 degrees 17 minutes 34 seconds (57°17'34"), a chord bearing of South 40 degrees 58 minutes 04 seconds West (S 40°58'04" W), and a chord length of 143.82 feet; thence South 12 degrees 19 minutes 16 seconds West (S 12°19'16" W), a distance of 109.69 feet; thence North 79 degrees 47 minutes 18 seconds West (N 79°47'18" W), a distance of 131.52 feet; thence North 80 degrees 39 minutes 10 seconds West (N 80°39'10" W), a distance of 96.72 feet; thence South 77 degrees 35 minutes 14 seconds West (S 77°35'14" W), a distance of 26.00 feet; thence North 89 degrees 53 minutes 14 seconds West (N 89°53'14" W), a distance of 657.90 feet; thence South 70 degrees 47 minutes 58 seconds West (S 70°47'58" W), a distance of 51.08 feet; thence



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Sketch of Description

South 71 degrees 33 minutes 59 seconds West (S 71°33'59" W), a distance of 53.50 feet; thence South 34 degrees 23 minutes 58 seconds West (S 34°23'58" W), a distance of 83.67 feet; thence South 88 degrees 59 minutes 50 seconds West (S 88°59'50" W), a distance of 109.63 feet; thence South 76 degrees 21 minutes 15 seconds West (S 76°21'15" W), a distance of 116.70 feet; thence South 83 degrees 23 minutes 53 seconds West (S 83°23'53" W), a distance of 78.25 feet; thence South 83 degrees 53 minutes 28 seconds West (S 83°53'28" W), a distance of 595.63 feet; thence South 57 degrees 54 minutes 00 seconds West (S 57°54'00" W), a distance of 35.74 feet; thence South 27 degrees 38 minutes 43 seconds West (S 27°38'43" W), a distance of 39.00 feet; thence South 25 degrees 28 minutes 22 seconds West (S 25°28'22" W), a distance of 226.84 feet; thence South 15 degrees 00 minutes 39 seconds West (S 15°00'39" W), a distance of 19.07 feet; thence North 80 degrees 22 minutes 50 seconds West (N 80°22'50" W), a distance of 14.24 feet; thence North 67 degrees 59 minutes 24 seconds West (N 67°59'24" W), a distance of 14.57 feet; thence North 59 degrees 47 minutes 38 seconds West (N 59°47'38" W), a distance of 66.03 feet; thence North 58 degrees 47 minutes 53 seconds West (N 58°47'53" W), a distance of 72.42 feet; thence North 72 degrees 26 minutes 25 seconds West (N 72°26'25" W), a distance of 68.62 feet; thence North 49 degrees 43 minutes 01 seconds West (N 49°43'01" W), a distance of 77.78 feet; thence North 52 degrees 09 minutes 44 seconds West (N 52°09'44" W), a distance of 117.72 feet; thence North 47 degrees 32 minutes 58 seconds West (N 47°32'58" W), a distance of 91.33 feet; thence North 56 degrees 33 minutes 28 seconds West (N 56°33'28" W), a distance of 52.37 feet; thence North 18 degrees 09 minutes 57 seconds West (N 18°09'57" W), a distance of 81.37 feet; thence North 22 degrees 04 minutes 48 seconds West (N 22°04'48" W), a distance of 62.78 feet; thence North 89 degrees 24 minutes 15 seconds West (N 89°24'15" W), a distance of 46.56 feet; thence North 07 degrees 19 minutes 34 seconds West (N 07°19'34" W), a distance of 17.69 feet; thence North 46 degrees 02 minutes 23 seconds East (N 46°02'23" E), a distance of 23.76 feet; thence North 23 degrees 38 minutes 37 seconds West (N 23°38'37" W), a distance of 48.91 feet; thence North 15 degrees 17 minutes 05 seconds West (N 15°17'05" W), a distance of 145.34 feet; thence North 10 degrees 03 minutes 39 seconds West (N 10°03'39" W), a distance of 77.47 feet; thence North 08 degrees 56 minutes 11 seconds West (N 08°56'11" W), a distance of 94.40 feet; thence North 02 degrees 35 minutes 57 seconds East (N 02°35'57" E), a distance of 68.27 feet; thence North 05 degrees 36 minutes 56 seconds West (N 05°36'56" W), a distance of 56.83 feet; thence North 22 degrees 53 minutes 45 seconds East (N 22°53'45" E), a distance of 60.49 feet; thence North 06 degrees 57 minutes 31 seconds West (N 06°57'31" W), a distance of 130.57 feet; thence North 03 degrees 11 minutes 16 seconds East (N 03°11'16" E), a distance of 175.88 feet; thence North 08 degrees 30 minutes 56 seconds West (N 08°30'56" W), a distance of 94.46 feet; thence North 08 degrees 56 minutes 04 seconds East (N 08°56'04" E), a distance of 219.32 feet; thence North 82 degrees 04 minutes 51 seconds East (N



Sheet 5 of 8
See Sheet 8 of 8 for
Sketch of Description

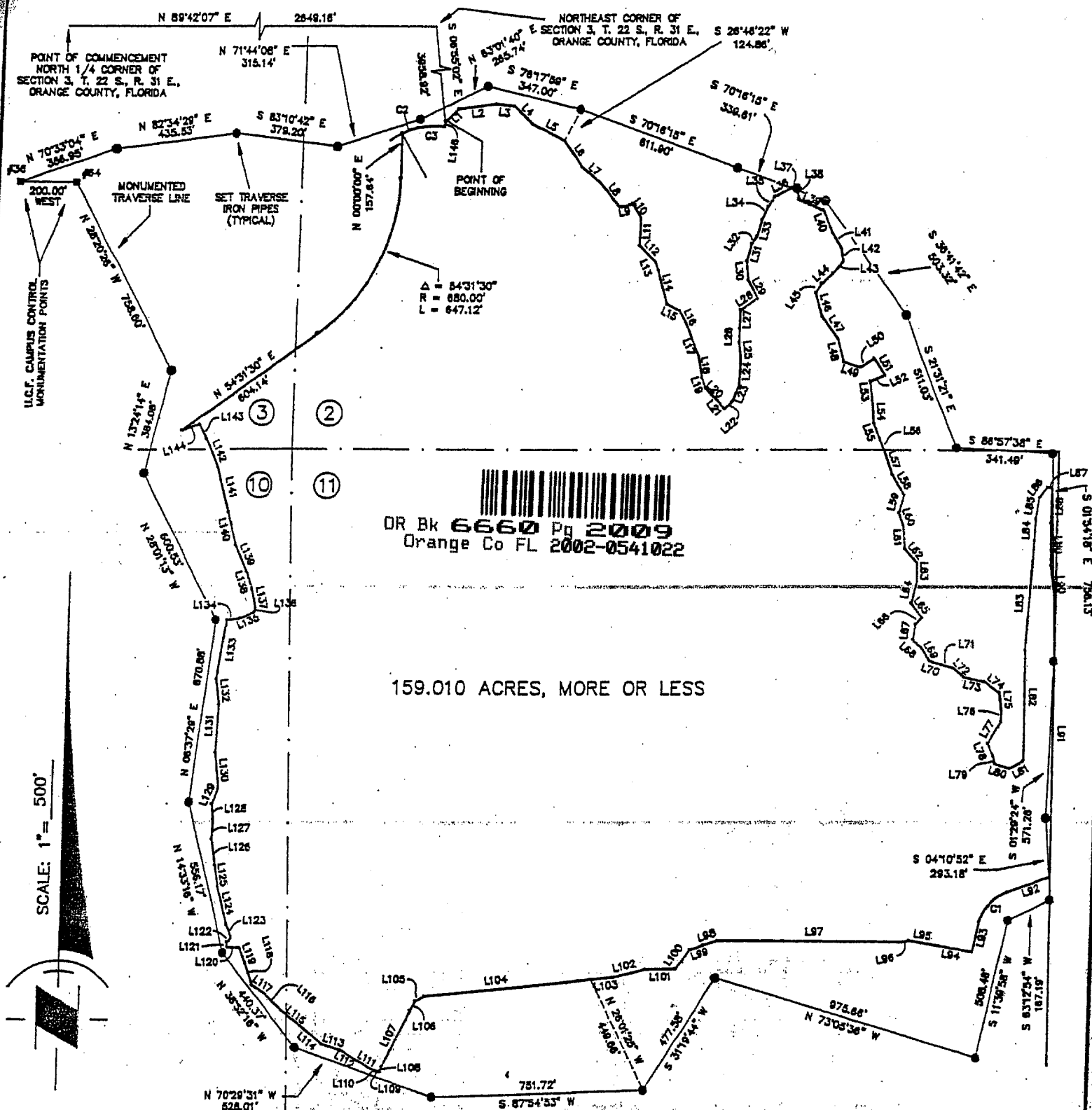
82°04'51" E), a distance of 49.41 feet; thence North 65 degrees 42 minutes 04 seconds East (N 65°42'04" E), a distance of 54.78 feet; thence North 18 degrees 45 minutes 58 seconds East (N 18°45'58" E), a distance of 17.07 feet; thence North 12 degrees 58 minutes 59 seconds West (N 12°58'59" W), a distance of 68.31 feet; thence North 18 degrees 04 minutes 32 seconds West (N 18°04'32" W), a distance of 70.18 feet; thence North 25 degrees 37 minutes 31 seconds West (N 25°37'31" W), a distance of 103.95 feet; thence North 14 degrees 51 minutes 00 seconds West (N 14°51'00" W), a distance of 121.16 feet; thence North 15 degrees 10 minutes 47 seconds West (N 15°10'47" W), a distance of 172.18 feet; thence North 23 degrees 41 minutes 24 seconds West (N 23°41'24" W), a distance of 109.56 feet; thence North 25 degrees 17 minutes 59 seconds West (N 25°17'59" W), a distance of 61.90 feet; thence South 70 degrees 44 minutes 38 seconds West (S 70°44'38" W), a distance of 72.36 feet; thence North 54 degrees 31 minutes 30 seconds East (N 54°31'30" E), 604.14 feet to the Point of Curvature of a curve concave Northwesterly and having a radius of 680.00 feet; thence run Northerly along the arc of said curve through a central angle of 54 degrees 31 minutes 30 seconds (54°31'30") for a distance of 647.12 feet to the Point of Tangency; thence run due North, 157.64 feet to a point on a curve concave Southerly and having a tangent bearing of North 58 degrees 52 minutes 11 seconds East (N 58°52'11"E) and a radius of 177.76 feet; thence run Easterly along the arc of said curve through a central angle of 18 degrees 50 minutes 17 seconds (18°50'17") for a distance of 58.45 feet; thence along a curve having a radius of 312.00 feet, arc length of 99.13 feet, delta angle of 18 degrees 12 minutes 13 seconds (18°12'13"), a chord bearing of North 86 degrees 48 minutes 35 seconds East (N 86°48'35" E), and a chord length of 98.71 feet; thence North 07 degrees 09 minutes 22 seconds East (N 07°09'22" E), a distance of 18.31 feet to the **POINT OF BEGINNING**. Containing 159.010 Acres, more or less.

T93-C57.B

SKETCH OF DESCRIPTION -- NOT A SURVEY

SHEET 8 OF 10
SEE SHEETS 1-7 OF 10
FOR LEGAL DESCRIPTION

UNIVERSITY OF CENTRAL FLORIDA



DR Bk 6660 Pg 2009
Orange Co FL 2002-0541022

159.010 ACRES, MORE OR LESS

SCALE: 1" = 500'

I hereby certify that the sketch of description shown hereon was made in accordance with the "Minimum Technical Standards" for land surveying in the State of Florida: 21-HH-6 Florida Administrative Code.

Gerald F. Livernoise
GERALD F. LIVERNOISE, P.L.S. No. 3517
GERALD F. LIVERNOISE, P.L.S.

7/20/93
DATE:

Tinklepaugh
SURVEYING SERVICES, INC.

1104 E. Robinson Street • Orlando, Florida 32801

(407) 422-0957

SKETCH OF DESCRIPTION
-- NOT A SURVEY --

SHEET 9 OF 10
SEE SHEETS 1-7 OF 11
FOR LEGAL DESCRIPTION

UNIVERSITY OF CENTRAL FLORIDA
LINE CHART

LINE	DIRECTION	DISTANCE
L1	N 45°55'38" E	64.98'
L2	N 81°40'53" E	133.39'
L3	S 83°14'49" E	66.82'
L4	S 44°30'55" E	89.82'
L5	S 63°08'38" E	134.91'
L6	S 36°10'36" E	111.75'
L7	S 51°23'20" E	86.01'
L8	S 39°53'49" E	115.06'
L9	N 75°10'51" E	46.98'
L10	S 34°14'48" E	59.01'
L11	S 01°47'25" W	100.13'
L12	S 45°52'38" E	81.76'
L13	S 22°41'47" E	32.44'
L14	S 16°21'10" E	127.13'
L15	S 84°48'56" E	53.00'
L16	S 26°16'20" E	81.77'
L17	S 21°37'13" E	90.84'
L18	S 10°51'59" E	82.59'
L19	S 22°43'45" E	39.55'
L20	S 44°52'34" E	56.65'
L21	S 38°38'00" E	44.68'
L22	N 47°01'50" E	37.27'
L23	N 21°07'27" E	68.95'
L24	N 01°57'05" E	83.86'
L25	N 06°25'23" W	65.40'
L26	N 00°31'42" E	48.76'
L27	N 00°49'14" E	66.07'
L28	N 55°23'54" E	74.21'
L29	N 30°09'51" W	73.39'
L30	N 06°19'48" W	67.16'
L31	N 15°15'04" E	64.34'
L32	N 33°38'58" E	33.81'
L33	N 15°32'58" E	80.24'
L34	N 24°32'46" E	50.35'
L35	N 30°34'34" E	42.61'
L36	N 63°16'15" E	69.85'
L37	S 81°09'17" E	19.36'
L38	S 09°19'50" E	37.54'
L39	S 66°16'57" E	99.26'
L40	S 23°07'29" E	85.43'
L41	S 31°45'16" E	62.49'
L42	S 07°51'39" E	49.44'
L43	S 40°44'09" W	56.46'
L44	S 46°00'06" W	50.88'
L45	S 31°19'54" W	39.68'
L46	S 16°59'39" E	28.32'
L47	S 37°36'38" E	95.46'
L48	S 15°03'01" E	86.73'
L49	S 72°56'05" E	63.36'
L50	N 55°32'37" E	58.09'
L51	S 33°15'47" E	71.09'
L52	S 64°53'59" W	56.79'
L53	S 08°05'25" E	70.70'
L54	S 04°06'49" E	80.98'
L55	S 21°20'57" E	66.14'
L56	S 22°42'44" E	35.92'
L57	S 18°34'19" E	98.10'
L58	S 32°26'40" E	86.29'
L59	S 14°57'47" W	68.27'
L60	S 21°38'37" E	49.05'
L61	S 04°40'43" E	84.26'
L62	S 42°47'40" E	67.25'
L63	S 01°07'42" E	81.11'
L64	S 13°47'41" W	87.55'
L65	S 39°31'20" E	87.72'
L66	S 41°55'21" W	37.54'
L67	S 08°23'57" W	56.82'
L68	S 51°29'50" E	43.42'
L69	S 31°17'27" E	56.77'
L70	S 71°47'54" E	46.78'
L71	S 74°40'45" E	37.84'
L72	S 48°24'43" E	51.57'
L73	S 78°27'24" E	76.30'

LINE	DIRECTION	DISTANCE
L74	S 52°48'59" E	66.90'
L75	S 06°44'57" E	65.36'
L76	S 00°46'22" W	43.98'
L77	S 29°52'25" W	90.27'
L78	S 25°52'49" E	51.30'
L79	S 11°45'35" E	28.99'
L80	S 72°23'12" E	53.67'
L81	N 60°18'10" E	56.35'
L82	N 00°36'38" W	405.66'
L83	N 03°09'42" E	402.27'
L84	N 02°21'53" E	76.26'
L85	N 08°30'58" E	79.97'
L86	N 37°13'50" E	46.75'
L87	S 84°40'13" E	17.01'
L88	S 00°14'30" W	129.16'
L89	S 01°21'02" E	154.05'
L90	S 07°39'28" E	155.16'
L91	S 00°17'38" E	972.85'
L92	S 68°36'51" W	166.22'
L93	S 12°19'16" W	109.89'
L94	N 79°47'18" W	131.52'
L95	N 80°39'10" W	96.72'
L96	S 77°35'14" W	26.00'
L97	N 89°53'14" W	657.90'
L98	S 70°47'58" W	51.08'
L99	S 71°33'59" W	53.50'
L100	S 34°23'58" W	83.67'
L101	S 88°59'50" W	109.63'
L102	S 76°21'15" W	116.70'
L103	S 83°23'53" W	78.25'
L104	S 83°53'28" W	595.63'
L105	S 57°54'00" W	35.74'
L106	S 27°38'43" W	39.00'
L107	S 25°28'22" W	226.84'
L108	S 15°00'39" W	19.07'
L109	N 80°22'50" W	4.24'
L110	N 67°59'24" W	14.57'
L111	N 59°47'38" W	66.03'
L112	N 58°47'53" W	72.42'
L113	N 72°26'25" W	68.62'
L114	N 49°43'01" W	77.78'
L115	N 52°09'44" W	117.72'
L116	N 47°32'58" W	91.33'
L117	N 56°33'28" W	52.37'
L118	N 18°09'57" W	81.37'
L119	N 22°04'48" W	62.78'
L120	N 89°24'15" W	46.56'
L121	N 07°19'34" W	17.89'
L122	N 46°02'23" E	23.78'
L123	N 23°38'37" W	48.91'
L124	N 15°17'05" W	145.34'
L125	N 10°03'39" W	77.47'
L126	N 08°56'11" W	94.40'
L127	N 02°35'57" E	68.27'
L128	N 05°36'56" W	56.83'
L129	N 22°53'45" E	60.49'
L130	N 06°57'31" W	130.57'
L131	N 03°11'16" E	175.88'
L132	N 08°30'56" W	94.46'
L133	N 08°56'04" E	219.32'
L134	N 82°04'51" E	49.41'
L135	N 65°42'04" E	54.78'
L136	N 18°45'58" E	17.07'
L137	N 12°58'59" W	68.31'
L138	N 18°04'32" W	70.18'
L139	N 25°37'31" W	103.95'
L140	N 14°51'00" W	121.18'
L141	N 15°10'47" W	172.18'
L142	N 23°41'24" W	109.56'
L143	N 25°17'59" W	61.90'
L144	S 70°44'38" W	72.36'
L145	N 54°31'30" E	604.14'
L146	N 07°09'22" E	18.31'

CURVE CHART

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	150.00'	149.99'	81.94'	143.82'	S 40°58'04" W	57°17'34"
C2	177.78'	58.45'	29.49'	58.18'	N 68°17'20" E	18°50'17"
C3	312.00'	99.13'	49.98'	98.71'	S 86°48'35" W	18°12'13"

DESCRIPTION

McKAY TRACT



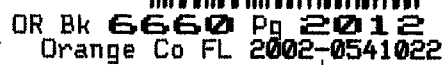
OR Bk 6660 Pg 2011
Orange Co FL 2002-0541022

Commence at the N.W. corner of NE 1/4 of Section 9, Township 22 South, Range 31 East Run South 53.0 feet, thence N 89° 38' 24" E parallel to the North line of said NE 1/4 493.29 feet for a point of beginning; run thence S 20° 08' 24" W 958.42 feet; thence S 6° 23' 24" W 515.0 feet; thence S 86° 23' 24" W 250.0 feet; thence S 16° 23' 24" W 632.81 feet; thence S 31° 55' 54" W 379.75 feet; thence S 11° 34' 06" E 263.0 feet; thence S 8° 34' 06" E 430.0 feet; thence S 25° 34' 06" E 130.0 feet; thence S 61° 04' 06" E 589.36 feet; thence S 36° 02' 52" 577.33 feet to the South line of N 1/2 of SE 1/4 of said Section 9; thence East along the South line of said N 1/2 to a point 919.5 feet West of the S. E. corner of said N 1/2 of SE 1/4; thence N 27° 38' 39" W 293.74 feet; thence N 31° 13' E 261.40 feet; thence N 76° 09' 31" E 470.0 feet; thence N 51° 34' 37" E 212.86 feet; thence N 10° 41' 20" 566.20 feet to a point on the North line of said N 1/2 of SE 1/4, said point being 170.55 feet West of NE corner of said N 1/2 of SE 1/4; thence West on the North line of said N 1/2 of SE 1/4 to the NW corner of NE 1/4 of SE 1/4 said Section 9; thence North on East line of W 1/2 of NE 1/4 said Section 9 to a point 897.28 feet South of NE corner of said W 1/2 of NE 1/4; thence N 56° 56' 49" W 1070.44 feet; thence N 20° 08' 24" E 283.65 feet to a point 53.0 feet South of the North line of said NE 1/4; thence S 89° 38' 24" E parallel with the North line of said NE 1/4 32.03 feet to the point of beginning.

LESS

The property described and attached hereto as Exhibit "I".

— Exhibit "H" —



Southwest Cor. Sect. 8
 Twp 11S R6b N1E
 Northeast Cor. Sect. 8
 Twp 11S R6b N1E

ENVIROPLAN FOR SEC 8: TREASURER C/O SEC 9
 TEL 418 Rm 316 TWR 425 - Rm 316

NORTHWEST COR. 3RD &
EAST 12TH AVE. SE

[illegible]

133.55 ACRES

SOUTHWEST CORNER
SOUTHWEST CORNER
SW 215 Ave 30

LEAH TUCKERMAN
"Dorothy" HENRY

15. 10. 2018
16. 10. 2018

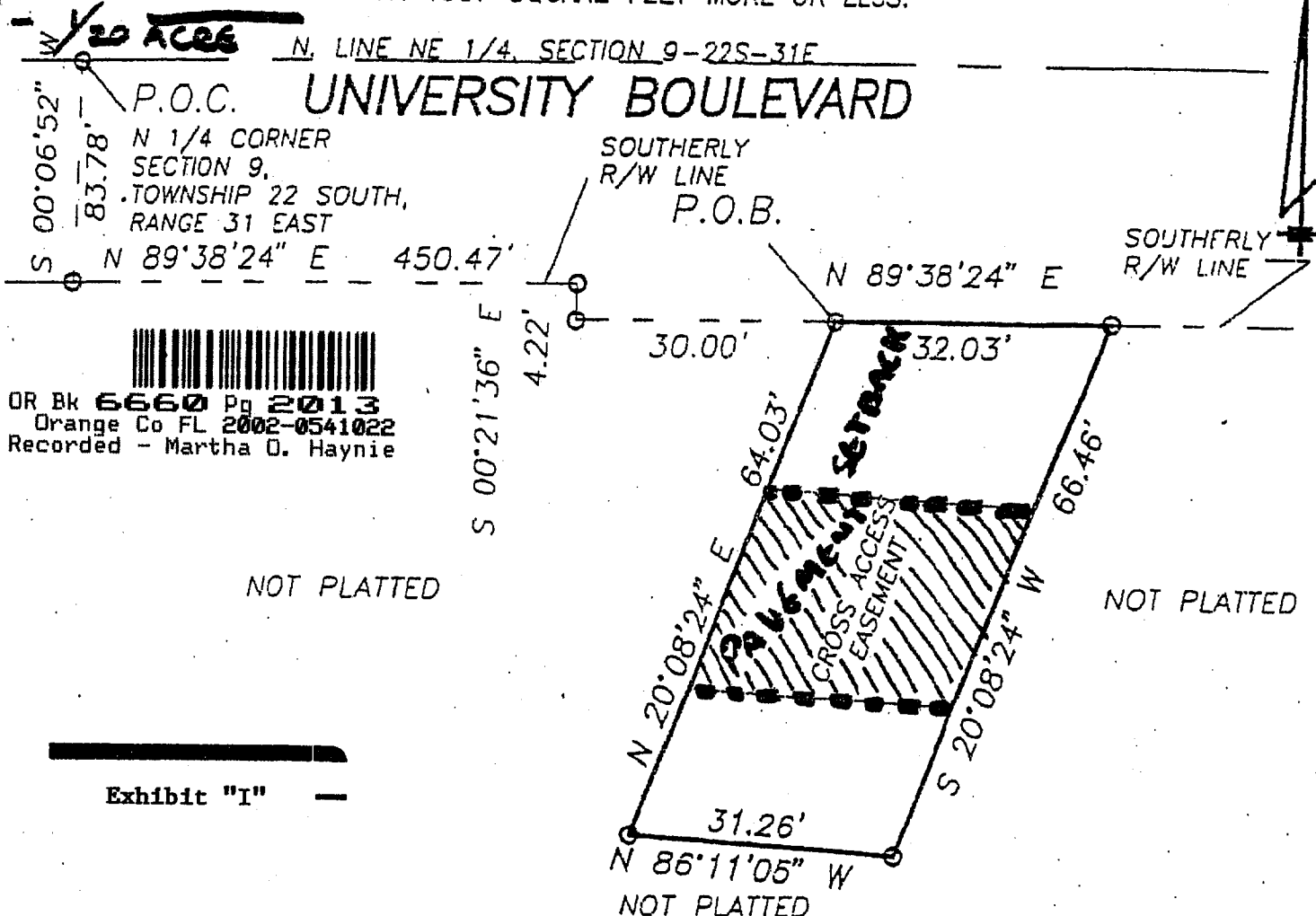
SKETCH OF DESCRIPTION

DESCRIPTION

THAT PART OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 9, RUN THENCE S00°06'52"W A DISTANCE OF 83.78 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF UNIVERSITY BOULEVARD; THENCE N89°38'24"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 450.47 FEET; THENCE S00°21'36"E A DISTANCE OF 4.22 FEET; THENCE N89°38'24"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 30.10 FEET FOR A POINT OF BEGINNING; CONTINUE THENCE N89°38'24"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 32.03 FEET; THENCE S20°08'24"W A DISTANCE OF 66.46 FEET; THENCE N86°11'05"W A DISTANCE OF 31.26 FEET; THENCE N20°08'24"E A DISTANCE OF 64.03 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.0449 ACRES OR 1957 SQUARE FEET MORE OR LESS.



OR Bk 6660 Pg 2013
Orange Co FL 2002-0541022
Recorded - Martha O. Haynie

Exhibit "I"

THIS SKETCH IS NOT A BOUNDARY SURVEY.

DATE: 9-21-99

PREPARED FOR: RIFE MILLER

SCALE: 1" = 20'

BEARING STRUCTURE BASED ON SOUTHERLY R/W LINE OF UNIVERSITY BOULEVARD

DRAWN BY: F. A. R. III

REVISIONS:

THIS SURVEY MEETS THE "MINIMUM TECHNICAL STANDARDS" AS REQUIRED BY CHAPTER 61017-6 FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

ACCURIGHT SURVEYS

of Orlando Inc., LB 4475
2012 E. Robinson St.
Orlando, Florida 32803
(407) 894-6314

CALC - CALCULATED
CLF - CHAIN LINK FENCE
CONC - CONCRETE
CP - CONCRETE PAD
C/A - CENTRAL ANGLE
DR - DRIVEWAY
E/P - EDGE OF PAVEMENT
FND - FOUND
R - IRON ROD
W/L - MEASURED
NED - NAIL & DISK
PC - POINT OF CURVATURE
POB - POINT OF BEGINNING
R - RADIUS
TYP - TYPICAL
UE - UTILITY EASEMENT

LEGEND

CBW - CONCRETE BLOCK WALL
CM - CONCRETE MONUMENT
CWO - CONCRETE
CW - CONCRETE WALKWAY
DE - DRAINAGE EASEMENT
ESMT - EASEMENT
FTE - FINISHED FLOOR ELEVATION
IP - IRON PIPE
L - ARC LENGTH
LS - METAL SHED
OL - ON LINE
PLN - PLAT & MEASURED
POC - POINT OF COMMENCEMENT
R/W - RIGHT OF WAY
UB - UTILITY BOX
WF - WOOD FENCE

FRANK A. RAYMOND III PLS 5325
"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEALED SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER."

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

DOCH 20110441806 B: 10257 P: 1982
08/23/2011 08:25:22 AM Page 1 of 6
Rec Fee: \$52.50
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

**PARTIAL RELEASE OF CONSERVATION EASEMENT AND GRANT OF ADDITIONAL
RIGHT IN CONSERVATION EASEMENT**

THIS PARTIAL RELEASE OF CONSERVATION EASEMENT AND GRANT OF
ADDITIONAL RIGHT IN CONSERVATION EASEMENT ("Release") is made this 13th day of
August, 2011 by ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public
body existing under Chapter 373, Florida Statutes, having a mailing address at 4049 Reid
Street, Palatka, FL 32177-2529 ("District").

RECITALS:

WHEREAS, the District is the holder of that certain Conservation Easement dated
October 7, 2002 and recorded in Official Records Book 6660, Page 1982, Public Records of
Orange County, Florida (the "Conservation Easement") over certain property located in Orange
County, Florida, pursuant to District ERP Permit No. 4-095-20026-7 (f/k/a 4-095-0030GM6),
issued to the University of Central Florida ("UCF"); and

WHEREAS, UCF has requested the District to release a portion of the land encumbered
by the Conservation Easement (the "Release Parcel") in exchange for placement by UCF of a
conservation easement over a 17.216 acre parcel that is more ecologically valuable on the UCF
campus (the "Replacement Parcel"); and

WHEREAS, UCF is simultaneously granting a conservation easement to the District over the Replacement Parcel in accordance with the terms and conditions of that certain Grant of Easement;

WHEREAS, the State of Florida Department of Environmental Protection, as staff to and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, is consenting to said Grant; and

WHEREAS, the District has determined that UCF's request satisfies the conditions of District Rule 40C-1.1101(1)(a), Florida Administrative Code.

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

1. Release. The District hereby releases, terminates, discharges and quit claims any and all interests, rights, privileges, licenses in and to the Release Parcel, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

2. Additional Right Granted. The District hereby grants to UCF, its successors and assigns, the right to undertake land management activities that are specifically authorized prior thereto in writing by the District on the lands encumbered by the Conservation Easement.

3. Reaffirmation. Except as specifically set forth herein, all provisions of the Conservation Easement shall remain valid and in full force and effect.

4. Recordation. This Release shall be recorded by UCF at its sole cost simultaneously with the documentation granting the conservation easement over the Replacement Parcel in a timely fashion in the Official Records of Orange County, Florida.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the District has executed this Partial Release on the day and year first above written.

Attested to by:

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

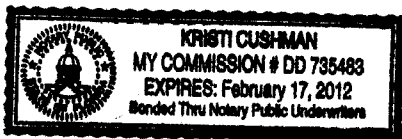
Signature: W.H. Congdon
Printed Name: W.H. Congdon
Title: Deputy General Counsel

Signature: Kirby B. Green III
Printed Name: Kirby B. Green III
Title: Executive Director

(SEAL)

STATE OF FLORIDA
COUNTY OF Palm

The foregoing instrument was acknowledged before me this 18th day of August, 2011, by Kirby B. Green III, the Executive Director of the St. Johns River Water Management District.



Kristi L. Cushman
Notary Public, State of Florida
at Large.

My Commission Expires: _____

Serial No. _____

Personally known ✓ OR produced identification _____. Identification produced _____.

DR Bk 6660 Pg 2000
Orange Co FL 2002-0541022

EXHIBIT A
DESCRIPTION
W-9A

Sheet 1 of 4
See 3 of 4 for
Sketch of Description

A portion of Sections 2 and 3, Township 22 South, Range 31 East, Orange County, Florida; being more particularly described as follows:

COMMENCE at the North 1/4 corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida and run N 89°42'07" E along the North line of the Northeast 1/4 of said Section 3 for a distance of 2649.16 feet to the Northeast corner of said Section 3; thence run S 05°31'02" W, 4103.98 feet to the **POINT OF BEGINNING**; thence run South 52 degrees 29 minutes 56 seconds East (S 52°29'56" E), a distance of 373.71 feet; thence along a curve having a radius of 11.36 feet, arc length of 30.05 feet, delta angle of 151 degrees 36 minutes 56 seconds (151°36'56"), a chord bearing of North 40 degrees 37 minutes 06 seconds East (N 40°37'06" E), and a chord length of 22.02 feet; thence North 35 degrees 11 minutes 22 seconds West (N 35°11'22" W), a distance of 67.63 feet; thence along a curve having a radius of 162.71 feet, arc length of 55.94 feet, delta angle of 19 degrees 41 minutes 52 seconds (19°41'52"), a chord bearing of North 33 degrees 23 minutes 41 seconds East (N 33°23'41" E), and a chord length of 55.67 feet; thence along a curve having a radius of 83.58 feet, arc length of 40.75 feet, delta angle of 27 degrees 56 minutes 02 seconds (27°56'02"), a chord bearing of North 57 degrees 12 minutes 38 seconds East (N 57°12'38" E), and a chord length of 40.35 feet; thence along a curve having a radius of 318.13 feet, arc length of 31.31 feet, delta angle of 05 degrees 38 minutes 23 seconds (05°38'23"), a chord bearing of North 73 degrees 59 minutes 51 seconds East (N 73°59'51" E), and a chord length of 31.30 feet; thence along a curve having a radius of 91.88 feet, arc length of 16.85 feet, delta angle of 10 degrees 30 minutes 17 seconds (10°30'17"), a chord bearing of North 71 degrees 33 minutes 54 seconds East (N 71°33'54" E), and a chord length of 16.82 feet; thence along a curve having a radius of 2750.19 feet, arc length of 70.06 feet, delta angle of 01 degrees 27 minutes 35 seconds (01°27'35"), a chord bearing of North 65 degrees 34 minutes 58 seconds East (N 65°34'58" E), and a chord length of 70.06 feet; thence along a curve having a radius of 7499.31 feet, arc length of 115.69 feet, delta angle of 00 degrees 53 minutes 02 seconds (00°53'02"), a chord bearing of North 64 degrees 24 minutes 39 seconds East (N 64°24'39" E), and a chord length of 115.69 feet; thence along a curve having a radius of 4695.01 feet, arc length of 6.57 feet, delta angle of 00 degrees 04 minutes 49 seconds (00°04'49"), a chord bearing of North 63 degrees 55 minutes 44 seconds East (N 63°55'44" E) and a chord length of 6.57 feet; thence due South 56.54 feet to the Point of Curvature of a curve concave Westerly and having a radius of 520.00 feet; thence run Southerly along the arc of said curve through a central angle of 54 degrees 31 minutes 30 seconds (54°31'30") for a distance of 494.85 feet to the Point of Tangency; thence South 54 degrees 31 minutes 30 seconds West (S 54°31'30" W), 446.56 feet; thence North 16 degrees 16 minutes 55 seconds West (N 16°16'55" W), a distance of 43.55 feet; thence North 33 degrees 09 minutes 34 seconds West (N 33°09'34" W), a distance of 167.73 feet; thence North 35 degrees 13 minutes 03 seconds West (N 35°13'03" W), a distance of 54.30 feet; thence South 55 degrees 16 minutes 01 seconds West (S 55°16'01" W), a distance of 24.18 feet; thence South 51 degrees 57 minutes 22 seconds West (S 51°57'22" W), a distance of 9.34 feet; thence along a curve having a radius of 5.12 feet, arc length of 9.66 feet, delta angle of 108 degrees 02 minutes 46 seconds (108°02'46"); a chord bearing of North 66 degrees 53 minutes 43 seconds West (N 66°53'43" W), and a chord length of 8.29 feet; thence along a curve

Sheet 2 of 4
See Sheet 3 of 4 for
Sketch of Description

having a radius of 29.76 feet, arc length of 19.89 feet, delta angle of 38 degrees 18 minutes 03 seconds (38°18'03"), a chord bearing of North 06 degrees 16 minutes 42 seconds East (N 06°16'42" E), and a chord length of 19.52 feet; thence North 25 degrees 25 minutes 43 seconds East (N 25°25'43" E), a distance of 22.73 feet; thence North 38 degrees 36 minutes 51 seconds East (N 38°36'51" E), a distance of 11.49 feet; thence North 76 degrees 55 minutes 22 seconds East (N 76°55'22" E), a distance of 23.80 feet; thence North 57 degrees 38 minutes 58 seconds East (N 57°38'58" E), a distance of 6.50 feet; thence North 06 degrees 39 minutes 49 seconds East (N 06°39'49" E), a distance of 14.46 feet; thence North 22 degrees 21 minutes 22 seconds East (N 22°21'22" E), a distance of 14.43 feet; thence North 37 degrees 38 minutes 28 seconds West (N 37°38'28" W), a distance of 14.73 feet; thence North 43 degrees 51 minutes 27 seconds West (N 43°51'27" W), a distance of 59.43 feet; thence North 38 degrees 50 minutes 37 seconds West (N 38°50'37" W), a distance of 41.34 feet; thence North 46 degrees 26 minutes 15 seconds West (N 46°26'15" W), a distance of 20.84 feet; thence along a curve having a radius of 13.60 feet, arc length of 21.26 feet, delta angle of 89 degrees 35 minutes 10 seconds (89°35'10"), a chord bearing of North 37 degrees 47 minutes 25 seconds West (N 37°47'25" W), and a chord length of 19.16 feet; thence North 07 degrees 00 minutes 10 seconds East (N 07°00'10" E), a distance of 147.61 feet; thence North 57 degrees 02 minutes 47 seconds East (N 57°02'47" E), a distance of 151.58 feet; thence North 28 degrees 13 minutes 59 seconds West (N 28°13'59" W), a distance of 30.30 feet; thence North 06 degrees 59 minutes 03 seconds West (N 06°59'03" W), a distance of 51.42 feet; thence along a curve having a radius of 21.53 feet, arc length of 37.18 feet, delta angle of 98 degrees 57 minutes 27 seconds (98°57'27"), a chord bearing of North 38 degrees 17 minutes 37 seconds East (N 38°17'37" E), and a chord length of 32.73 feet; thence North 87 degrees 46 minutes 20 seconds East (N 87°46'20" E), a distance of 31.75 feet; thence North 89 degrees 18 minutes 33 seconds East (N 89°18'33" E), a distance of 27.91 feet; thence South 72 degrees 15 minutes 15 seconds East (S 72°15'15" E), a distance of 24.66 feet; thence South 63 degrees 12 minutes 55 seconds East (S 63°12'55" E), a distance of 17.43 feet to the POINT OF BEGINNING. Containing 7.847 Acres, more or less.

T93-C57.A

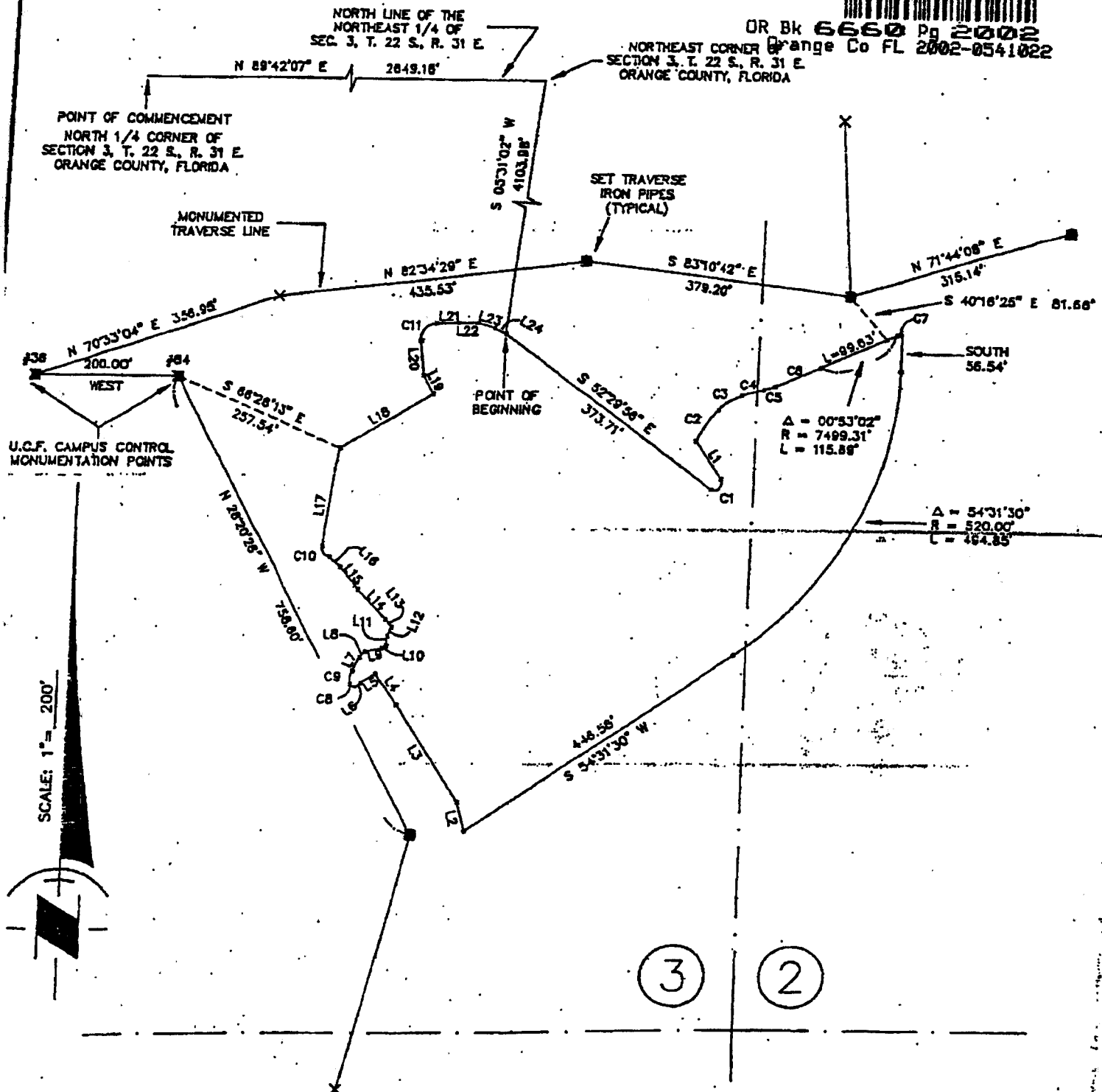


SKETCH OF DESCRIPTION -- NOT A SURVEY --

UNIVERSITY OF CENTRAL FLORIDA



OR Bk 6660 Pg 2002
Orange Co FL 2002-0541022



I hereby certify that the sketch of description shown hereon was made in accordance with the "Minimum Technical Standards" for land surveying in the State of Florida: 21-HH-6, Florida Administrative Code.

[Signature]

P.L.S. No. 3517

9/20/93

Tinklepaugh
SURVEYING SERVICES, INC.

1104 E. Robinson Street - Orlando, Florida 32801

INSTR 20040636094
OR BK 07645 PG 0865 PGS=11
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
10/05/2004 03:07:19 PM
REC FEE 95.00

THIS INSTRUMENT PREPARED BY:

Borron J. Owen, Jr., Esquire
Gray Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
Telephone: (407) 843-8880

MEMORANDUM OF GROUND LEASE AGREEMENT

by and between

UNIVERSITY OF CENTRAL FLORIDA,
as Lessor

and

U.C.F.A.A. PROPERTY CORPORATION, INC.,
as Lessee

Dated as of July 1, 2004

MEMORANDUM OF GROUND LEASE AGREEMENT

THIS MEMORANDUM OF GROUND LEASE AGREEMENT, is made and entered into as of July 1, 2004 (the "Lease Agreement"), by and between the **UNIVERSITY OF CENTRAL FLORIDA**, (the "University"), as lessor, (the "Lessor"), and the **U.C.F.A.A. PROPERTY CORPORATION, INC.**, (the "Corporation"), as lessee, (the "Lessee"), a single-purpose, not-for-profit corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

The University, in consideration of the mutual covenants contained in that certain Ground Lease Agreement between the University and the Corporation dated as of July 1, 2004 (the "Ground Lease") and for other valuable consideration, hereby leases to the Lessee, the University's right, title and interest in and to the real property described in Exhibit "A", attached hereto and made a part hereof, together with all buildings and other improvements hereinafter located thereon (hereinafter referred to as the Project), for a term commencing on the Commencement Date set forth in the Ground Lease on the terms, provisions, covenants, agreements, and conditions contained in the Lease Agreement, including but not limited to the provisions recited hereinbelow (capitalized terms not defined herein shall have the meaning ascribed thereto in the Ground Lease):

SECTION 2. TERM. The term of this Ground Lease (the "Ground Lease Term") shall be for the period commencing on the Commencement Date, and ending on the date on which the Housing Certificates (and any Completion Certificates and Refunding Certificates hereafter issued in connection with the Series 2004A Project) have been paid in full or defeased or provision for payment or defeasance of such Certificates has been made pursuant to Section 12.01 of the Trust Agreement and any Supplemental Rent arising under the Lease Agreement shall have been paid or provided for, but in any event, the Ground Lease Term shall end upon the expiration of the TIIF Lease.

SECTION 3. USE OF PREMISES. (a) It is the express intent of the parties hereto that, for as long as the Lease Agreement is in effect and has not expired or been terminated:

(i) the Premises shall be used by the Corporation, its successors or assigns, as the site for construction and installation of the Buildings comprising a portion of the Series 2004A Project;

(ii) the Buildings and Equipment comprising a portion of the Series 2004A Project shall be acquired, constructed and installed by the Association as agent for the Corporation as provided in Section 3.08 of the Lease Agreement; and

(iii) the sub-leasehold interest in the Premises shall be in the name of the Association upon the commencement of the Ground Lease Term and title to all components of the Series 2004A Project, shall be in name of Corporation pursuant to the Lease Agreement, and title to the Buildings comprising a portion of the Series 2004A Project constructed on the Premises shall remain severed from title to the Premises until the earlier of (A) the date on which the Series 2004 Certificates (and any Completion

Certificates and Refunding Certificates hereafter issued in connection with the Series 2004A Project) issued under the Trust Agreement shall no longer be Outstanding, or (B) the end of the Ground Lease Term; and

(iv) the Corporation shall assign to the Trustee its rights, title and interest in the Premises and the Buildings and other components of the Series 2004A Project.

(b) If the Lease Agreement has not expired or been terminated, the Corporation and each Permitted Transferee (as defined in Section 9(b) hereof) may use the Premises for any lawful purpose, in its sole discretion, and may alter, modify, add to or delete from the portions of the Series 2004A Project existing from time to time on the Premises.

(c) Neither the Corporation nor any Permitted Transferee shall use or permit the Premises to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or governmental authority at any time applicable thereto.

SECTION 5. OWNERSHIP OF IMPROVEMENTS AND SURRENDER OF PREMISES. (a) The Corporation or its assignee shall at all times during the Ground Lease Term have a leasehold estate in the Premises with full right to vest the use, enjoyment and possession of such leasehold estate therein in a Permitted Transferee.

(b) Possession and use of the Premises, together with all improvements thereon, shall, upon the last day of the Ground Lease Term or earlier termination of this Ground Lease but in no event prior to the payment in full of the Housing Certificates, automatically revert to the University free and clear of liens and encumbrances other than Permitted Encumbrances without necessity of any act by the Corporation or any Permitted Transferee. Upon such termination of this Ground Lease, the Corporation or its assignee shall peaceably and quietly surrender to the University the Premises together with any improvements located in or upon the Premises. Upon such surrender of the Premises, the Corporation or any Permitted Transferee, at the reasonable request of the University, shall execute an instrument prepared by or on behalf of the University in recordable form evidencing such surrender and shall deliver to the University all books, records, construction plans, surveys, permits and other documents relating to, and necessary or convenient for, the operation of the Premises and the improvements thereon in the possession of the Corporation or any Permitted Transferee.

SECTION 6. UNIVERSITY'S INTEREST NOT SUBJECT TO CERTAIN LIENS. It is mutually intended, stipulated and agreed that neither the fee simple title to nor any interest of the University or the State of Florida in the Premises may be subject to liens of any nature arising by reason of any act or omission of the Corporation or any Person claiming under, by or through the Corporation, including, but not limited to, mechanics' and materialmen's liens.

SECTION 9. LIMITATION ON LEASEHOLD MORTGAGES, ASSIGNMENT AND SUBLETTING. (a) If the Lease Agreement has been terminated, subject to the terms and conditions herein provided, the Corporation may enter into a mortgage or mortgages of its leasehold interest created hereby in the Premises as security for the performance of its obligations under any financing obtained by the Corporation; provided, however, the fee title to

the Premises shall not be subject to, or otherwise encumbered by, any such mortgage; provided, however, that each such leasehold mortgage shall be subject to the provisions of Section 9(d) hereof. Any such mortgage executed by the Corporation or its assignee pursuant to the provisions of the preceding sentence shall be hereinafter called a "Leasehold Mortgage" and the holder of any such mortgage shall be hereinafter called the "Leasehold Mortgagee."

(b) Except as expressly provided in this Section 9(b), the Corporation or its assignee shall not assign this Ground Lease, or any portion hereof, or sublease all or any portion of the Premises at any time. Except as expressly permitted in this Section 9(b), any purported assignment, partial assignment or sublease without the University's prior written consent in violation of this Section 9(b) shall be null and void. So long as no termination of the Lease Agreement has occurred, (i) the Corporation shall assign this Ground Lease to the Trustee for the benefit of the Owners of the Series 2004A Certificates and any Completion Certificates or Refunding Certificates hereafter issued in connection with the Series 2004A Project, and (ii) the Corporation shall sublet all of the Premises to the Association (the "Initial Sublessee") under the Lease Agreement, and the University hereby consents to such assignment and sublease. If a termination of the Lease Agreement has occurred, the Corporation or its assignee may sublet the Premises or assign its interest in this Ground Lease (a "Permitted Sublease") to any Person for any lawful purpose without the prior consent of the University; provided, however, that no Permitted Sublease shall relieve the Corporation of any of its duties or obligations hereunder without the prior written consent of the University; provided, however, that each Permitted Sublease shall be subject to the provisions of Section 9(d) hereof. "Permitted Transferee" shall mean a sublessee or assignee permitted by this Section 9(b).

(c) If the Corporation or its assignee proposes to create a Permitted Sublease of any portion of its interest in this Ground Lease, the Corporation shall provide written notice thereof to the University containing the names and addresses of the proposed assignee(s), sublessee(s) or transferee(s); provided, however, that failure to provide such notice shall not affect the validity or effectiveness of any Permitted Sublease to a Permitted Transferee.

(d) Nothing herein shall prevent the Corporation or its assignee from entering into a Leasehold Mortgage or a Permitted Sublease for individual parcels of land constituting the Premises, subject to the prior written approval of the Credit Enhancer. It shall not be necessary for a Leasehold Mortgage or a Permitted Sublease to cover all of the Premises.

(e) The University recognizes that the Corporation, or its assignee, has the right to sublease, re-let or sell the Series 2004A Project under the terms of the Lease Agreement upon an Event of Default or upon a termination of the Lease Agreement.

SECTION 16. QUIET ENJOYMENT. The University agrees that the Corporation and any Permitted Transferee, upon the payment of the rent and all other payments and charges, if any, to be paid by the Corporation or its assignee under the terms of this Ground Lease, and observing and keeping the agreements and covenants of this Ground Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Ground Lease, without hindrance or molestation from the University or anyone claiming by, through or under the University.

SECTION 19. NON-MERGER OF LEASEHOLD. There shall be no merger of this Ground Lease or of the leasehold estate hereby created with the fee estate in the Premises or any part thereof by reason of the fact that the same Person may acquire or hold, directly or indirectly, this Ground Lease or leasehold estate hereby created or any interest in this Ground Lease or in such leasehold estate and the fee estate in the Premises or any interest in such fee estate. There shall be no merger of this Ground Lease with the Lease Agreement by reason of the fact that the Corporation is the owner of the leasehold estate in the Premises created hereby and is the owner of the fee title in the Series 2004A Project as provided in the Lease Agreement. The leasehold interest granted by the Corporation to the Association under the Lease Agreement is and shall be independent of this Ground Lease. The Lease Agreement shall not be an assignment or surrender of the leasehold interest granted under this Ground Lease to the Corporation.

SECTION 21. CHANGES TO PROPERTY DESCRIPTION. The University reserves the right to substitute other land for, or add land to all or any portion of the Premises described in Exhibit "A" hereto, as same may be supplemented by supplements to this Ground Lease from time to time. Upon such substitution the Memorandum of Ground Lease will be supplemented to reflect the change in legal description. Any such supplement shall be substantially in the form of Exhibit "C" attached hereto and incorporated herein by this reference. Each substitution of a parcel of land subject to the provisions of this Ground Lease shall require the consent of the Credit Enhancer. Such consent by the Credit Enhancer shall only be required if the Credit Enhancer is not in default of its payment obligations under its Credit Facility or municipal bond insurance policy.

SECTION 23. NONRECOURSE OBLIGATION OF THE CORPORATION. Notwithstanding anything to the contrary herein or in any exhibit, instrument, document or paper relating to this Ground Lease or any of the transactions contemplated hereby, the parties hereto hereby acknowledge and agree that upon the assignment by the Corporation of its rights hereunder to the Trustee pursuant to the Series 2004A Assignment Agreement, the Corporation shall have no further obligation, liability or responsibility hereunder, and no party hereto nor their successors or assigns shall look to the Corporation for any damages, expenses, fees, charges or claims with respect to the failure of any obligations hereunder to be performed.

SECTION 26. NON-DISTURBANCE. The University hereby covenants and agrees that the Corporation and its assigns, by keeping and performing the covenants and agreements herein contained, shall at all times during the Ground Lease Term peaceably and quietly have, hold and enjoy the Premises without suit, trouble or hindrance from the University and free from any claims against the University and all persons claiming by or through the University.

THIS MEMORANDUM OF GROUND LEASE AGREEMENT SHALL NOT IN ANY WAY LIMIT OR MODIFY THE TERMS OF THE GROUND LEASE. THE TERMS OF THE GROUND LEASE AS SET FORTH THEREIN SHALL CONTROL IN ALL RESPECTS WITH RESPECT TO MATTERS NOT COVERED IN THE PROVISIONS SET FORTH HEREINABOVE.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Ground Lease Agreement to be executed in their respective names by their duly Authorized Officers as of the date first above written.

UNIVERSITY OF CENTRAL FLORIDA,
on behalf of its Board of Trustees

By: _____

President

ATTEST:

By: _____

Name: WILLIAM F. MERCK II

Title: _____

U.C.F.A.A. PROPERTY CORPORATION,
INC.

By: _____

Chairman

ATTEST:

By: _____

Name: WILLIAM F. MERCK II

Title: SECRETARY / TREASURER

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28th day of September, 2004 by John C. Hitt, as President of the **UNIVERSITY OF CENTRAL FLORIDA**, on behalf of the its Board of Trustees.

William R. Witt, Sr.
Signature of Notary Public

AFFIX NOTARY STAMP

(Print Notary Name)

My Commission Expires: William R. Witt, Sr.
Commission # DD213697 MY COMMISSION # DD213697 EXPIRES
August 17, 2007

☒ Personally known, or PRODUCED THRU TROY FAIN INSURANCE, INC.

☐ Produced Identification

Type of Identification Produced

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28th day of September, 2004 by Dr. Tom Huddleston, as Chairman of U.C.F.A.A. PROPERTY CORPORATION, INC., on behalf of the corporation.

William R. Witt, Sr.
Signature of Notary Public

AFFIX NOTARY STAMP

(Print Notary Name)

My Commission Expires

Commission No.:

☒ Personally known, or

☐ Produced Identification

Type of Identification Produced



William R. Witt, Sr.
MY COMMISSION # DD213697 EXPIRES
August 17, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A"

Premises Description

**LEGAL DESCRIPTION
FOR WESTSIDE HOUSING**

A parcel of land lying in Section 3, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 3, Township 22 South, Range 31 East; thence South 00°50'38" West along the East line of the Northeast 1/4 of said Section 3, for a distance of 592.08 feet; thence departing said East line; North 90°00' 00" West, for a distance of 285.35 feet to the **POINT OF BEGINNING**; thence South 00°00' 00" East, for a distance of 68.84 feet to a Point of Curvature of a curve concave northwesterly having a radius of 58.00 feet; thence run southwesterly along the arc of said curve through a central angle of 125°57'47" for a distance of 127.51 feet to a Point of Reverse Curvature of a curve concave southerly and having a radius of 18.00 feet; thence run westerly along the arc of said curve through a central angle of 99°05'05" for a distance of 31.13 feet to the Point of Tangency; thence South 26°52'42" West, for a distance of 786.85 feet; thence South 09°12'17" East, for a distance of 15.28 feet; thence South 26°52'42" West, for a distance of 613.74 feet; thence South 35°15'30" East, for a distance of 20.24 feet to a point on a curve concave southerly having a tangent bearing of North 88°12'04" West and a radius of 853.20 feet; thence run westerly along the arc of said curve through a central angle of 04°45'41" for a distance of 70.90 feet; thence North 26°52'42" East, for a distance of 332.55 feet; thence North 63°07'18" West, for a distance of 195.48 feet; thence North 04°10'31" West, for a distance of 77.20 feet; thence North 03°52'32" East, for a distance of 82.10 feet; thence North 07°51'06" West, for a distance of 18.56 feet; thence North 60°08'06" East, for a distance of 22.32 feet; thence North 17°47'01" East, for a distance of 117.20 feet; thence North 09°06'16" East, for a distance of 44.75 feet; thence North 41°39'06" East, for a distance of 139.68 feet; thence North 25°20'07" West, for a distance of 4.78 feet; thence North 27°04'07" East, for a distance of 389.13 feet to a point on a non-tangent curve concave southeasterly having a tangent bearing of North 27°03'24" East and a radius of 402.59 feet; thence run northeasterly along the arc of said curve through a central angle of 62°56'36" for a distance of 442.27 feet to the Point of Tangency; thence South 90°00' 00" East, for a distance of 146.65 feet to the **POINT OF BEGINNING**.


Containing 373,873 square feet or 8.58 acres, more or less.

T04-D20

Prepared by:

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

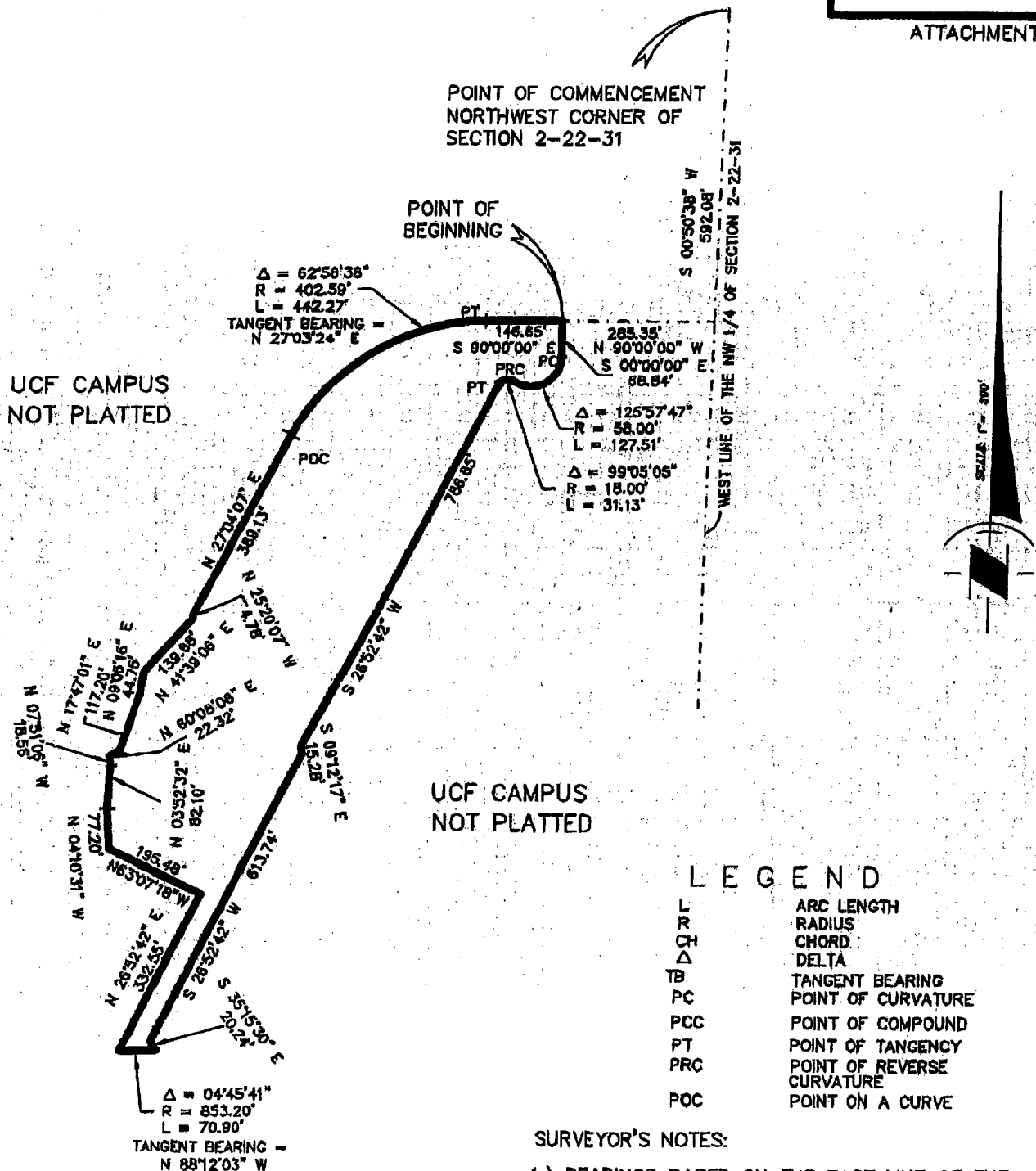
This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this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


ARTHUR W. TUCKER, P.L.S #4381
Date: 8-6-04

SKETCH OF DESCRIPTION FOR WESTSIDE HOUSING

NOT A SURVEY

ATTACHMENT "A"



SURVEYOR'S NOTES:

- 1.) BEARINGS BASED ON THE EAST LINE OF THE NW 1/4 OF SECTION 3, TOWNSHIP 22 SOUTH, RANGE 31 EAST, BEING S 00° 50' 38" W.
- 2.) THIS IS NOT A BOUNDARY SURVEY.
- 3.) THIS SURVEY PREPARED WITHOUT BENEFIT OF CURRENT TITLE DATA AND IS SUBJECT TO EASEMENTS AND MATTERS OF RECORD.

Tinklepaugh

SURVEYING SERVICES, INC.

379 W. Michigan Street, Suite 208 • Orlando, Florida 32806

Tele. No. (407) 422-0957 Fax No. (407) 422-6915
LICENSED BUSINESS No. 3778

JOB #T04D20 FILE FOLDER #SX7499

TOTAL P.02

INSTR 20040636096
OR BK 07645 PG 0885 PGS=10
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
10/05/2004 03:07:19 PM
REC FEE 06.50

Prepared by:

Kenneth R. Artin
Bryant Miller & Olive P.A.
135 W. Central Blvd., Suite 700
Orlando, Florida 32801
(407) 426-7001

SERIES 2004A ASSIGNMENT AGREEMENT

BETWEEN

U.C.F.A.A. PROPERTY CORPORATION, INC.
a Florida not-for-profit corporation

AND

SOUTHTRUST BANK,
as Trustee

Dated as of July 1, 2004

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SERIES 2004A
ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of July 1, 2004, by and between U.C.F.A.A PROPERTY CORPORATION, INC., a not-for-profit corporation organized under the laws of the State of Florida (the "Corporation"), and SOUTHTRUST BANK, as Trustee (the "Trustee");

WITNESSETH THAT, in the joint and mutual exercise of their powers, and in consideration of \$10.00 and other good and valuable consideration and the mutual covenants herein contained, the parties hereto recite and agree as follows:

SECTION 1. Recitals.

1.01 The U.C.F.A.A. Property Corporation, Inc. (the "Corporation") and UCF Athletics Association, Inc. (the "Association") have entered into a Master Lease Purchase Agreement dated as of July 1, 2004 (as the same may be amended or supplemented from time to time, the "Master Lease") and the Corporation and the Association have executed Schedule No. 2004A thereto, dated as of July 1, 2004 (which Master Lease together with such schedule constitutes a separate lease (the "Series 2004A Lease"), with respect to certain student housing facilities and site, and the Corporation, as ground lessee, and the University of Central Florida, on behalf of its Board of Trustees, as ground lessor, have entered into a Series 2004A Ground Lease dated as of July 1, 2004 (as the same may be amended or supplemented from time to time, the "Series 2004A Ground Lease"), with respect to certain of the sites of such facilities.

1.02 Pursuant to the Series 2004A Lease, the Association and the Corporation have agreed that there shall be acquired, constructed, installed and equipped for lease-purchase to the Association, certain facilities (the "Series 2004A Facilities") as described in Schedule No. 2004A to the Master Lease, such facilities to be located on certain lands described in Schedule No. 2004A (the "Series 2004A Facility Sites"). Schedule No. 2004A sets forth the Lease Payments to be paid by the Association for the Series 2004A Facilities (collectively, the "Series 2004A Lease Payments"). The Association has agreed to lease-purchase the Series 2004A Facilities from the Corporation.

1.03 The Corporation and the Trustee have entered into a Master Trust Agreement dated as of July 1, 2004, as supplemented by a Series 2004A Supplemental Trust Agreement dated as of July 1, 2004 (as the same may be further amended or supplemented from time to time, the "Trust Agreement"), which acknowledges and contemplates the execution of this Agreement in conjunction therewith. This Agreement is made for the purpose of enabling the Trustee to act as assignee of the Corporation under the Series 2004A Lease.

1.04 The Corporation desires to sell, assign and convey all its right, title and interest as ground lessee of the Series 2004A Facility Sites under the Series 2004A Ground Lease, and as sub-lessor of the Series 2004A Facility Sites and lessor of the Series 2004A Facilities under the Series 2004A Lease (except for its right to indemnification under Section 5.7 of the Master Lease, to receive notices under the Master Lease its right to enter into Lease Schedules from time

to time, and its obligations under 6.03 of the Lease Agreement), to the Trustee for the benefit of the holders of the Series 2004A Certificates to be issued under the Trust Agreement.

1.05 The Trustee is willing to accept this assignment on the terms and conditions hereinafter provided.

1.06 Each of the parties has authority to enter into this Agreement and has taken all actions necessary to authorize its execution by the officers signing it.

All terms capitalized but not defined herein shall have the meanings given to them in the Trust Agreement and the Series 2004A Lease.

SECTION 2. Assignment.

2.01 The Corporation hereby absolutely and unconditionally sells, assigns and conveys to the Trustee, without recourse for the benefit of all of the Series 2004A Certificate holders, all of its right, title and interest under the Series 2004A Ground Lease and the Series 2004A Lease (except for its right to indemnification under Section 5.7 of the Master Lease and to receive notices under the Master Lease), including, without limitation, all Series 2004A Lease Payments and other amounts required to be paid by the Association under the Series 2004A Lease. Accordingly, upon execution of this Agreement, the Corporation shall deliver to the Trustee executed counterparts of the Series 2004A Ground Lease and the Series 2004A Lease. The Corporation represents that delivery to the Trustee of such documents shall make the sale, assignment and conveyance of the Series 2004A Ground Lease and the Series 2004A Lease herein made, complete and effective for all purposes.

2.02 With respect to the sale, assignment and conveyance of the rights and interests contemplated hereunder to the Trustee, the Corporation represents, warrants and covenants to and with the Trustee and the Series 2004A Certificate holders that, upon the date of execution of this Agreement and the effective date of the sale, assignment and conveyance of the Corporation's rights under the Series 2004A Ground Lease and the Series 2004A Lease, the facts stated below are and will be true and correct:

A. The Corporation is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with corporate powers and authority to own its property and carry on its business as now being conducted, and is qualified wherever necessary to perform its obligations under the Series 2004A Ground Lease, the Series 2004A Lease, the Trust Agreement and this Agreement.

B. The Corporation has full power, authority and legal right to enter into and perform its obligations under the Series 2004A Ground Lease, the Series 2004A Lease, the Trust Agreement and this Agreement; the execution, delivery and performance of the Series 2004A Ground Lease, the Series 2004A Lease, the Trust Agreement and this Agreement by the Corporation have been duly authorized by all necessary corporate actions on the part of the Corporation, and all required approvals and consents have heretofore been duly obtained; and the Series 2004A Ground Lease, the Series 2004A Lease, this Agreement and the Trust Agreement are in full force and effect.

C. The execution, delivery and performance of the Series 2004A Ground Lease, the Series 2004A Lease, the Trust Agreement and this Agreement do not contravene any provision of the Articles of Incorporation or Bylaws of the Corporation, and do not and will not conflict with, violate or result in any breach of or constitute a default under any agreement or instrument to which the Corporation is a party or by which it or any of its property is bound or any constitutional or statutory provision, or order, rule, regulation, decree or ordinance of any federal or State court, government or governmental body having jurisdiction over the Corporation or any of its properties and by which the Corporation or any of its property is bound.

D. The Series 2004A Ground Lease, the Series 2004A Lease, this Agreement and the Trust Agreement are in full force and effect and the Corporation is not in default thereunder; the Series 2004A Ground Lease, the Series 2004A Lease, this Agreement and the Trust Agreement are legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, all such enforcement being subject to certain laws relating to bankruptcy, reorganization, moratorium and creditors' rights generally, and to principles of equity in the event that equitable remedies are sought.

E. The Series 2004A Ground Lease and the Series 2004A Lease delivered to the Trustee are duly executed duplicate originals.

F. The Corporation has complied and will at all times hereafter comply with and duly perform its obligations under the Series 2004A Ground Lease, the Series 2004A Lease, the Trust Agreement and this Agreement.

G. Except as disclosed in the Offering Statement dated August 26, 2004, there is no pending or, to the knowledge of the Corporation, threatened action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental agency in any way affecting the ability of the Corporation to perform its obligations under the Series 2004A Ground Lease, the Series 2004A Lease, the Trust Agreement or this Agreement.

H. The Series 2004A Ground Lease and the Series 2004A Lease being herein assigned are free and clear of all claims, liens, security interests and encumbrances arising through any act or omission of the Corporation or any person claiming by, through or under it, except the rights of the Association under the Series 2004A Lease and the Series 2004A Ground Lease, including the fact that fee title to the Series 2004A Facility Sites and upon acceptance, to the Series 2004A Facilities is vested in the Association.

I. In order to secure payment of the Series 2004A Certificates, upon an event of nonappropriation, the Corporation hereby authorizes the Trustee to take possession of the Series 2004A Facilities, and leasehold title thereto, and sell or relet such interest in such Facilities, or any portion thereof, in the circumstances described in the Trust Agreement.

2.03 Except as otherwise set forth in Section 2.01, from and after the date of delivery to the Trustee of this Agreement, the Corporation shall have no further rights or interest under the Series 2004A Ground Lease or the Series 2004A Lease or in any Series 2004A Lease

Payments or other moneys due with respect thereto or to become due under the Series 2004A Lease.

2.04 The Corporation agrees to execute and deliver to the Trustee upon request by the Trustee, any documents deemed necessary by the Trustee to further evidence or perfect the absolute, unconditional and non-recourse assignment and conveyance herein made with respect to the Series 2004A Ground Lease and the Series 2004A Lease.

2.05 The Corporation hereby irrevocably constitutes and appoints the Trustee, its successors and assigns, as its lawful attorney, with full power of substitution and resubstitution, to collect and to sue on behalf of the Corporation in the name of the Corporation or otherwise in any court for any Series 2004A Lease Payments or other amounts due under the Series 2004A Lease, or any part thereof; to withdraw or settle any claims, suits or proceedings pertaining to or arising out of the Series 2004A Lease upon any terms; all without the assent of the Corporation; and, further, to take possession of and to endorse in the name of the Corporation any instrument for the payment of moneys received on account of the Series 2004A Lease Payments or other amounts due under the Series 2004A Lease.

2.06 The Corporation has authorized and directed the Association to pay to the Trustee, its successors and assigns, all Series 2004A Lease Payments and all other amounts coming due under the Series 2004A Lease.

2.07 Upon request of the Trustee, the Corporation agrees to cooperate in the Trustee's efforts to collect and cause to be remitted to the Trustee any Series 2004A Lease Payment or other amount.

2.08 In the event the Corporation receives actual written notice addressed to its President from the Association that it will exercise its option under Section 7.3 of the Master Lease to prepay the Series 2004A Lease Payments to become due thereunder, the Corporation shall notify the Trustee of this fact in writing no later than five Business Days after such receipt; provided, however, that failure to provide such notice shall not create any liability on the part of the Corporation.

SECTION 3. Administrative Provisions.

3.01 This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

3.02 Any provision of this Agreement found to be prohibited by applicable laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

3.03 This Agreement may not be amended without the prior written consent of the Series 2004A Credit Facility Issuer.

3.04 This Agreement shall be binding upon and inure to the benefit of the parties hereto and the Credit Enhancer, and their respective successors and assigns.

3.05 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

3.06 The Series 2004A Ground Lease and the Series 2004A Lease, together with all exhibits thereto, comprise the entire writing, obligation and agreement between the Corporation and School Board respecting the Series 2004A Facility Sites and the Series 2004A Facilities.

SECTION 4. Non-Recourse.

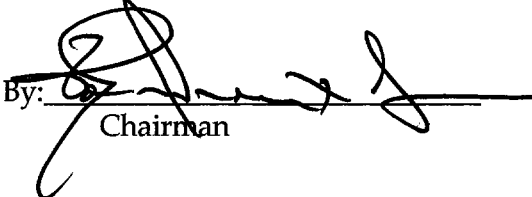
4.01 The Assignment contained in this Agreement is agreed to be non-recourse with respect to the Corporation and the Corporation shall have no liability to the Trustee, or any Certificate holders hereunder with respect to the occurrence of any event of non-appropriation or event of default by the Association under the Series 2004A Lease, whether such default consists of failure to pay moneys, breach of covenant or otherwise; provided, however, that nothing contained in this Section 4 shall excuse the Corporation from performance of its obligations under Sections 2.04 through 2.08 hereof.

All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity; and no recourse shall be had for the assignment effected by Section 2 hereof or for any claim based thereon under this Agreement against any member, director, officer, employee or agent of the parties hereto.

[End of Page]

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

U.C.F.A.A. PROPERTY CORPORATION, INC.

By: 
Chairman

SOUTHTRUST BANK, as Trustee

By: 
Corporate Officer

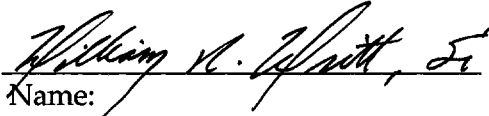
STATE OF FLORIDA

COUNTY OF ORANGE

I, a Notary Public in and for the County in the State above, do hereby certify that Dr. Thomas Huddleston, as Chairman of the U.C.F.A.A. Property Corporation, Inc., appeared before me this day in person and acknowledged that she, being thereunder duly authorized, signed and delivered this instrument as the free and voluntary act of the Corporation and as her own free and voluntary act, for the uses and purposes therein set forth.

Such person is personally known to me or provided identification in the form of _____ and did not take an oath in connection with the foregoing acknowledgment.

GIVEN under my hand and notarial seal this 13th day of September, 2004.


Name:
Notary Public

[NOTARIAL SEAL]

My commission expires:



William R. Writt, Sr.
MY COMMISSION # DD213697 EXPIRES
August 17, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF GEORGIA

COUNTY OF Gwinnett

I, Notary Public in and for the County in the State above, do hereby certify that Thomas Clower VP of SouthTrust Bank (the "Trustee"), appeared before me this day in person and acknowledged that he, being thereunder duly authorized, signed and delivered this instrument as the free and voluntary act of the Trustee and as his own free and voluntary act, for the uses and purposes therein set forth.

Such person is personally known to me or provided identification in the form of GADL and did not take an oath in connection with the foregoing acknowledgment.

GIVEN under my hand and notarial seal this 15 day of September, 2004.

Jeri Beckworth

Name:

Notary Public

[NOTARIAL SEAL]

My commission expires:

Notary Public, Gwinnett County, Georgia

My Commission Expires September 25, 2004.



INSTR 20040816279
OR BK 07749 PG 4824 PGS=5
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
12/22/2004 01:01:37 PM
REC FEE 44.00

This instrument prepared by
and return to:
Kenneth R. Artin, Esq.
BRYANT MILLER & OLIVE P.A.
135 West Central Boulevard, Suite 700
Orlando, Florida 32801

ASSIGNMENT OF GROUND LEASE

by the

U.C.F.A.A. PROPERTY CORPORATION, INC.

J:\Bonds\UCF\6107.05 Acq financing of Medical Tower Bldg and annex\ Assignment of Ground Lease2.doc

ASSIGNMENT OF GROUND LEASE

The **U.C.F.A.A. PROPERTY CORPORATION, INC.**, a Florida not-for-profit corporation (the "Corporation"), for and in consideration of good and valuable considerations to it in hand paid by **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking organization ("the Bank"), the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto the Trustee the following:

(a) The instrument of ground lease and the leasehold estate created by said instrument of ground lease, being that certain Ground Lease Agreement, dated as of December 21, 2004, as the same may be supplemented, modified or amended from time to time, a Memorandum of Ground Lease Agreement describing which has been duly recorded in the public records of Orange County, Florida, granted by the University of Central Florida Foundation, Incorporated ("the Foundation"), to the Corporation in and to the Premises described therein; and

TO HAVE AND TO HOLD THE said instrument of ground lease, the leasehold estate created thereby, and any buildings and improvements thereon and as described in Exhibit A attached hereto, unto the Bank, its successors and assigns forever; and

The Corporation does hereby covenant with the Bank as grantee and assignee, its successors and assigns, that the Corporation (i) is the true and lawful owner of the leasehold estate created thereby, (ii) has good right to bargain, sell and transfer the same hereby, (iii) such leasehold estate of the Corporation is free and clear of any lien or encumbrance created by the Corporation, except for the "Lease Agreement" (as defined in the Ground Lease), (iv) that as of the date hereof there is no default under the terms of said Ground Lease, and (v) from and after this Assignment, the Corporation will have no further interest in such Ground Lease or the leasehold estate thereby created.

IN WITNESS WHEREOF, U.C.F.A.A. Property Corporation, Inc., by its officer thereunto duly authorized, has affixed its corporate name and seal as of the 21st day of December, 2004.

U.C.F.A.A. PROPERTY CORPORATION, INC.

Witness: Linda De Ingenis

Name: LINDA De Ingenis

Witness: MJ Cole

Name: Margaret Jarrell-Cole

By: [Signature]

Name: Dr. Tom Huddleston

Title: Chairman

Address: 107 Wayne Densch Sports Center II
Orlando, Florida 32816

ATTEST:

By: [Signature]

Name: William F. Merck, II

Title: Secretary



STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 20th day of December, 2004, by Dr. Tom Huddleston, the Chairman, of the U.C.F.A.A. PROPERTY CORPORATION, INC. Such person(s) did not take an oath and:

- ☒ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

(SEAL)

William R. Witt, Sr.
Name:
Notary Public, State of Florida
My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)



William R. Witt, Sr.
MY COMMISSION # DD213697 EXPIRES
August 17, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

The foregoing instrument was acknowledged before me this 20th day of December, 2004, by William F. Merck, II, the Secretary, of the U.C.F.A.A. PROPERTY CORPORATION, INC. Such person(s) did not take an oath and:

- ☒ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

(SEAL)

William R. Witt, Sr.
Name:
Notary Public, State of Florida
My Commission Expires:



William R. Witt, Sr.
MY COMMISSION # DD213697 EXPIRES
August 17, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT A

LEGAL DESCRIPTION

That part of Lots 5 and 6, Block 2 of the plat of Central Florida Research Park Section - I, as recorded in Plat Book 12, Pages 123 through 126 inclusive of the Public Records of Orange County, Florida, more particularly described as follows:

Commence at the Southeast corner of Lot 6, Block 2; run thence N 25° 52' 47" E along the East line of Lot 6 a distance of 472.17 feet to the Northeast corner thereof; continue thence N 25° 52' 47" E along the East line of Lot 5 a distance of 353.24 feet; thence leaving said East line run S 88° 59' 01" W a distance of 414.07 feet to the West line of said Lot 5; run thence S 01° 00' 59" E a distance of 35.21 feet to the point of curvature of a curve concave to the Northwest and having a radius of 210.00 feet; run thence Southwesterly along the arc of said curve through a central angle of 90° 05' 20" a distance of 330.19 feet to a point of reverse curvature of a curve concave to the Southeast and having a radius of 267.54 feet; run thence Southwesterly along the arc of said curve through a central angle of 41° 07' 56" a distance of 192.07 feet; run thence S 47° 56' 25" W a distance of 52.15 feet to the Southwest corner of said Lot 6; run thence S 42° 03' 35" E along the South line of said Lot 6 a distance of 240.00 feet to the point of a curvature of a curve concave to the Northeast and having a radius of 733.18 feet; run thence Southeasterly along the arc of said curve through a central angle of 29° 30' 22", a distance of 377.57 feet to the Point of Beginning. All being and lying in the Southeast ¼ of Section 10, Township 22 South, Range 31 East of Orange County, Florida.



INSTR 20050448694
OR BK 08057 PG 3392 PGS=4
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
07/07/2005 09:07:46 AM
REC FEE 35.50

**FIRST SUPPLEMENT TO
GROUND LEASE AGREEMENT**

by and between

**UNIVERSITY OF CENTRAL FLORIDA,
as Lessor**

and

**U.C.F.A.A. PROPERTY CORPORATION, INC.,
as Lessee**

Dated as of June 1, 2005

FIRST SUPPLEMENT TO GROUND LEASE AGREEMENT

THIS FIRST SUPPLEMENT TO GROUND LEASE AGREEMENT (hereinafter referred to as the "First Supplement") is made and entered into as of June 1, 2005, by and between the **UNIVERSITY OF CENTRAL FLORIDA**, on behalf of its Board of Trustees (the "University"), as lessor and **U.C.F.A.A. PROPERTY CORPORATION, INC.**, a single-purpose, not-for-profit Florida corporation organized and existing under the laws of the State of Florida, having an office in Orlando, Florida (the "Corporation"), as lessee.

Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Amended and Restated Lease Schedule No 2004A dated as of June 1, 2005 (the "Amended and Restated Lease Schedule").

WHEREAS, the University and the Corporation have heretofore entered into that certain Ground Lease Agreement dated as of July 1, 2004 (the "Ground Lease"); and

WHEREAS, Section 21 of the Ground Lease provides, among other things, that the University has the right to add lands to the Premises, as defined in the Ground Lease, by supplements to the Ground Lease, subject to the consent of the Credit Enhancer; and

WHEREAS, the University and the Corporation have agreed to add to the Ground Lease and make subject thereto the real property located in Orange County, Florida and described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Added Premises"); and

WHEREAS, the Corporation has (i) acquired a leasehold interest in the Added Premises pursuant to this First Supplement, and will construct or cause to be constructed thereon certain housing and parking facilities (together with the acquisition of certain Equipment, the "Series 2005A Project"), all as set forth more specifically in the Lease Agreement hereinafter defined, and (ii) leased the Series 2005A Project to the UCF Athletics Association, Inc. (the "Association") pursuant to that certain Master Lease – Purchase Agreement dated as of July 1, 2004 (the "Lease Agreement") and the Amended and Restated Lease Schedule; and

WHEREAS, in consideration of the acquisition and construction of the Series 2005A Project, the Corporation and the University are entering into this First Supplement with respect to the Added Premises, and desire to set forth in writing the terms and conditions of their agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and for other valuable consideration, the parties hereto agree as follows;

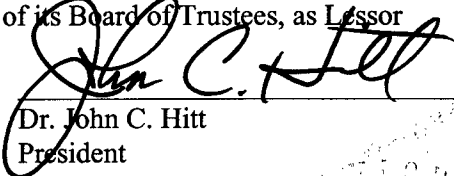
SECTION 1. RECITALS. The recitals set forth above are true and correct and are incorporated herein by this reference.

SECTION 2. ADDED PREMISES. The University hereby leases, grants, demises and transfers the Added Premises to the Corporation, together with a right of use, which right of use shall be irrevocable during the Ground Lease Term, as defined in the Ground Lease, in favor of the Corporation, the Initial Sublessee, and any Permitted Transferee, as such terms are defined in the Ground Lease, for the use of such roadways, accessways, driveways, parking, sewer lines, water lines, electric and telecommunication utility lines, chilled water lines, stormwater drainage and retention outside the boundaries of the Premises, as defined in the Ground Lease, but within the University Campus as may be reasonably necessary to serve the Series

2005A Project and the operations to be conducted therein. The parties agree that the Added Premises shall be and become a part of the Premises, as defined in the Ground Lease, and shall be subject to the terms, provisions and conditions of the Ground Lease as if originally included therein.


IN WITNESS WHEREOF, the University and the Corporation have caused this First Supplement to Ground Lease to be executed in duplicate, either of which may be considered an original, the day and year first above written.

UNIVERSITY OF CENTRAL FLORIDA, on
behalf of its Board of Trustees, as Lessor

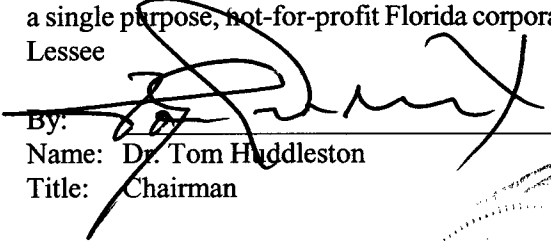
By: 
Name: Dr. John C. Hitt
Title: President

[SEAL]

ATTEST:

By: 
Name: ~~Secretary~~ Vice President for Admin + Finance
Title: William F. Meek II

U.C.F.A.A. PROPERTY CORPORATION, INC.,
a single purpose, not-for-profit Florida corporation, as
Lessee

By: 
Name: Dr. Tom Huddleston
Title: Chairman

[CORPORATE SEAL]

ATTEST:

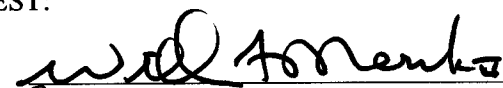
By: 
Name: Secretary
Title: William F. Meek II

EXHIBIT "A"

PREMISES DESCRIPTION

EXHIBIT "A"

PREMISES DESCRIPTION

A parcel of land lying in Sections 2 and 3, Township 22 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Northwest corner of said Section 2, Township 22 South, Range 31 East, thence run along the West line of the Northwest 1/4 of said Section 2, South 00° 50'38" West, for a distance of 1,868.35 feet to the Point of Beginning; thence South 90° 00'00" East, for a distance of 163.47 feet; thence South 00° 00'00" East, for a distance of 425.77 feet to the point of curvature of a curve concave Northwesterly having a radius of 35.81 feet; thence run Southwesterly along the arc of said curve through a central angle of 69° 56'58", for a distance of 43.71 feet to the point of tangency; thence South 69° 56'58" West, for a distance of 171.30 feet; thence South 71° 20'11" West, for a distance of 74.97 feet; thence South 69° 48'34" West, for a distance of 174.02 feet; thence North 20° 11'28" West, for a distance of 3.05 feet; thence South 65° 45'59" West, for a distance of 7.72 feet to the point of curvature of a curve concave Northerly having a radius of 32.58 feet; thence run Westerly along the arc of said curve through a central angle of 91° 32'01", for a distance of 52.05 feet to the point of reverse curvature of a curve concave Southwesterly and having a radius of 729.33 feet; thence run Northwesterly along the arc of said curve through a central angle of 39° 07'30", for a distance of 498.03 feet; thence North 31° 27'02" East, for a distance of 626.01 feet; thence South 58° 32'58" East, for a distance of 119.01 feet; thence South 00° 00'00" East, for a distance of 106.26 feet; thence South 18° 42'34" East, for a distance of 14.59 feet; thence South 58° 32'58" East, for a distance of 60.00 feet; thence South 31° 27'02" West, for a distance of 58.68 feet; thence South 58° 32'58" East, for a distance of 89.09 feet; thence South 90° 00'00" East, for a distance of 106.14 feet to the Point of Beginning.



INSTR 20050448696
OR BK 08057 PG 3406 PGS=12
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
07/07/2005 09:07:46 AM
REC FEE 103.50

Prepared by:



Kenneth R. Artin
Bryant Miller & Olive P.A.
135 W. Central Blvd., Suite 700
Orlando, Florida 32801
(407) 426-7001

FIRST AMENDMENT TO
SERIES 2004A ASSIGNMENT AGREEMENT

BETWEEN

U.C.F.A.A. PROPERTY CORPORATION, INC.
a Florida not-for-profit corporation

AND

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Trustee

Dated as of June 1, 2005

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**FIRST SUPPLEMENT TO SERIES 2004A
ASSIGNMENT AGREEMENT**

THIS FIRST AMENDMENT TO SERIES 2004A ASSIGNMENT AGREEMENT, made and entered into as of June 1, 2005, by and between U.C.F.A.A PROPERTY CORPORATION, INC., a not-for-profit corporation organized under the laws of the State of Florida (the "Corporation"), and WACHOVIA BANK, NATIONAL ASSOCIATION, successor by merger with SouthTrust Bank, as Trustee (the "Trustee");

WITNESSETH THAT, in the joint and mutual exercise of their powers, and in consideration of \$10.00 and other good and valuable consideration and the mutual covenants herein contained, the parties hereto recite and agree as follows:

SECTION 1. Recitals.

1.01. The U.C.F.A.A. Property Corporation, Inc. (the "Corporation") and UCF Athletics Association, Inc. (the "Association") have entered into a Master Lease Purchase Agreement dated as of July 1, 2004 (as the same may be amended or supplemented from time to time, the "Master Lease") and the Corporation and the Association have executed Lease Schedule No. 2004A thereto, dated as of July 1, 2004 (which Master Lease together with such schedule constitutes a separate lease (the "Series 2004A Lease"), with respect to certain student housing facilities and sites, and the Corporation, as ground lessee, and the University of Central Florida, on behalf of its Board of Trustees, as ground lessor, have entered into a Series 2004A Ground Lease dated as of July 1, 2004 (as the same may be amended or supplemented from time to time, the "Series 2004A Ground Lease"), with respect to the sites of such facilities.

1.02. Pursuant to the Series 2004A Lease, the Association and the Corporation have agreed that there shall be acquired, constructed, installed and equipped for lease purchase to the Association, certain facilities (the "Series 2004A Facilities") as described in Lease Schedule No. 2004A to the Master Lease, such facilities to be located on certain lands described in Schedule No. 2004A (the "Series 2004A Facility Sites"). Schedule No. 2004A sets forth the Lease Payments to be paid by the Association for the Series 2004A Facilities (collectively, the "Series 2004A Lease Payments"). The Association has agreed to lease purchase the Series 2004A Facilities from the Corporation.

1.03. The Corporation and the Trustee have entered into a Master Trust Agreement dated as of July 1, 2004, as supplemented by a Series 2004A Supplemental Trust Agreement dated as of July 1, 2004 and the Series 2005A Supplemental Trust Agreement dated as of June 1, 2005 (as the same may be further amended or supplemented from time to time, the "Trust Agreement")

1.04. Pursuant to the Trust Agreement, the Trustee issued the Certificates of Participation, Series 2004A the proceeds of which were used to finance the Series 2004A Facilities.

1.05. The Corporation and the Trustee have entered into the Series 2004A Assignment Agreement dated as of July 1, 2004 (the "Assignment Agreement") which assignment is recorded at Official Records Book 07645, page 0885 of the Public Records of Orange County, Florida pursuant to which the Corporation assigned to the Trustee for the benefit of all of the holders of the Series 2004A Certificates, all of its right, title and interest under the Master Lease, as amended and supplemented by the Lease Schedule No. 2004A (collectively, the "2004A Lease") (except for its right to indemnification under Section 5.7 of the Master Lease and to receive notices under the Master Lease), in order to secure the Series 2004A Certificates. In addition, pursuant to the Assignment Agreement, the Corporation assigned all of its rights, title and interest under the Series 2004A Ground Lease to the Trustee for the benefit of all of the holders of the Series 2004A Certificates.

1.06. The Association has entered into an Amended and Restated Lease Schedule No. 2004A dated as of June 1, 2005 (the "Amended Lease Schedule") with respect to the issuance by the Trustee of \$67,400,000 aggregate principal amount of "Certificates of Participation (UCF Athletics Association, Inc. Master Lease Program), Series 2005A Evidencing an Undivided Proportionate Interests of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the UCF Athletics Association, Inc." (the "Series 2005A Certificates").

1.07. The proceeds of the Series 2005A Certificates shall be used pursuant to the Trust Agreement, as supplemented by the Series 2005A Supplemental Trust Agreement to (i) provide necessary funds to complete payment of the costs of the Project, (ii) making a deposit to the Series 2004A Subaccount of the Reserve Account in an amount equal to the Reserve Requirement, (iii) making a deposit to the Series 2004A Subaccount of the Capitalized Interest Account, (iv) making deposits into the Housing Account and the Parking Account of the Housing System Renewal and Replacement Fund (v) provide working capital for the Association and (vi) paying the costs of issuing the Series 2005A Certificates

1.08. The Corporation and the Trustee deem it necessary to supplement and amend the Assignment Agreement to acknowledge the Amended Lease Schedule and the First Supplement to the Ground Lease Agreement by entering into this First Amendment to Series 2004A Assignment Agreement (the "First Amendment to Assignment Agreement").

1.09. Each of the parties has authority to enter into this Agreement and has taken all actions necessary to authorize its execution by the officers signing it.

All terms capitalized but not defined herein shall have the meanings given to them in the Trust Agreement and the Series 2005A Supplemental Trust Agreement.

SECTION 2. Assignment.

The Corporation hereby absolutely and unconditionally sells, assigns and conveys to the Trustee, without recourse, (i) its rights, title and interests under the Amended Lease Schedule including, without limitation, all Lease Payments and other amounts required to be paid by the

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Association under the Amended Lease Schedule and (ii) its rights, title and interests under the First Supplement to Ground Lease Agreement.

SECTION 3. Administrative Provisions.

3.01. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

3.02. Any provision of this Agreement found to be prohibited by applicable laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

3.03. Except as herein expressly amended and supplemented, the Assignment Agreement, and all the terms and provisions thereof are and shall remain in full force and effect; provided, however, that in the event of a conflict between the terms and provisions of the Assignment Agreement and this First Amendment to Assignment Agreement, the terms of this First Amendment to Assignment Agreement shall govern.

3.04. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the Credit Enhancer, and their respective successors and assigns.

3.05. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

[End of Page]

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

[SEAL]

U.C.F.A.A. PROPERTY CORPORATION, INC.

By: 

President

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Trustee

By: 

Vice President

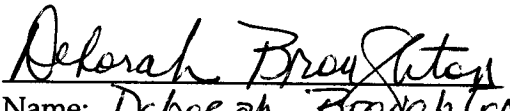
STATE OF FLORIDA

COUNTY OF ORANGE

I, a Notary Public in and for the County in the State above, do hereby certify that Tom Huddleston, as Chairman of the U.C.F.A.A. Property Corporation, Inc., appeared before me this day in person and acknowledged that she, being thereunder duly authorized, signed and delivered this instrument as the free and voluntary act of the Corporation and as her own free and voluntary act, for the uses and purposes therein set forth.

Such person is personally known to me [] or provided identification in the form of DRIVER'S LICENSE and did not take an oath in connection with the foregoing acknowledgment.

GIVEN under my hand and notarial seal this ^{23rd}~~22nd~~ day of June, 2005.


Name: Deborah Broughton
Notary Public

[NOTARIAL SEAL]

My commission expires: 11-14-06



Deborah L. Broughton
MY COMMISSION # DD164902 EXPIRES
November 14, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF GEORGIA

COUNTY OF Fulton

I, Notary Public in and for the County in the State above, do hereby certify that THOMAS E. CLOWER, Vice President of Wachovia Bank, National Association (the "Trustee"), appeared before me this day in person and acknowledged that he, being thereunder duly authorized, signed and delivered this instrument as the free and voluntary act of the Trustee and as his own free and voluntary act, for the uses and purposes therein set forth.

Such person is personally known to me or provided identification in the form of N/A and did not take an oath in connection with the foregoing acknowledgment.

GIVEN under my hand and notarial seal this 23 day of June, 2005.

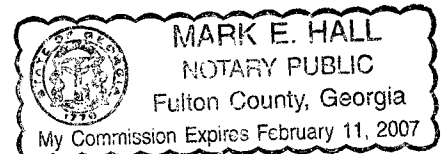
Mark Hall

Name:

Notary Public

[NOTARIAL SEAL]

My commission expires:



**COLLATERAL ASSIGNMENT OF CONSTRUCTION CONTRACTS,
ARCHITECTS' AND ENGINEERS' CONTRACTS, PERMITS, LICENSES, WARRANTIES,
PLANS AND DRAWINGS**

(SECURITY AGREEMENT)

The U.C.F.A.A. Property Corporation, Inc. (the "Corporation") and UCF Athletics Association, Inc. (the "Association") have entered into a Master Lease Purchase Agreement dated as of July 1, 2004 (as the same may be amended or supplemented from time to time, the "Master Lease") and the Corporation and the Association have executed Amended and Restated Lease Schedule No. 2004A thereto, dated as of June 1, 2005 (which Master Lease together with such schedule constitutes a separate lease (the "Series 2004A Lease"), with respect to certain student housing facilities and site, and the Corporation, as ground lessee, and the University of Central Florida, on behalf of its Board of Trustees, as ground lessor, have entered into a Series 2004A Ground Lease dated as of July 1, 2004 as amended by the First Supplement to Ground Lease Agreement dated as of June 1, 2005 (as the same may be amended or supplemented from time to time, the "Series 2004A Ground Lease"), with respect to certain of the sites of such facilities. All capitalized terms not otherwise defined herein shall have the meaning as set forth in the Series 2004A Lease.

Pursuant to the Series 2004A Lease, the Association and the Corporation have agreed that there shall be acquired, constructed, installed and equipped for lease purchase to the Association, certain facilities (the "Series 2004A Facilities") as described in The Series 2004A Lease to the Master Lease, such facilities to be located on certain lands described in The Series 2004A Lease (the "Facility Sites"). The Series 2004A Lease sets forth the Lease Payments to be paid by the Association for the Series 2004A Facilities (collectively, the "Series 2004A Lease Payments"). The Association has agreed to lease purchase the Series 2004A Facilities from the Corporation.

The Corporation and the Trustee have entered into a Master Trust Agreement dated as of July 1, 2004, as supplemented by a Series 2004A Supplemental Trust Agreement dated as of July 1, 2004 and the Series 2005A Supplemental Trust Agreement dated as of June 1, 2005 (as the same may be further amended or supplemented from time to time, the "Trust Agreement").

NOW, THEREFORE, as additional security for the benefit of the Holders of the Series 2004A Certificates and the Series 2005A Certificates for the obligations of the Association under the Series 2004A Lease, the Association does hereby assign, grant, bargain and convey to the Trustee all of the Association's right, title and interest in and to the following:

1. All of the contracts and subcontracts including, without limitation, architectural and engineering contracts and all construction contracts now or hereafter existing with respect to the construction of improvements to be located on the Facility Sites related to the Eastside Housing Component and the Eastside Retail Component, together with all payment and performance bonds securing the obligations thereof.

{6160/03/00017200.DOCv1}

2. All building permits, surveys, architectural and engineering plans and specifications, shop drawings, governmental approvals, licenses, agreements with any utility companies (together with any deposits, prepaid fees and charges paid thereon) and any other consents, approvals and rights which it may now or hereafter own with respect to or in connection with the Facility Sites related to the Eastside Housing Component and the Eastside Retail Component.

3. All warranties and guaranties now or hereafter given covering any furniture, furnishings, equipment, machinery, building, supplies and materials, business machines, tools, appliances, fixtures and other property now or hereafter located on or placed upon the Facility Sites related to the Eastside Housing Component and the Eastside Retail Component and securing the Series 2004A Lease, including without limitation, air conditioning, heating, and other appliances and equipment.

To protect the security of this Assignment, the Association agrees to perform and discharge each and every provision, term and obligation under all of the matters and items hereby assigned on the part of the Association to be performed pursuant thereto; and the Association further agrees not to terminate or modify any of the terms, provisions or conditions under any of the matters and items assigned hereunder without obtaining the prior written consent of the Trustee in each instance.

This Assignment is an assignment of benefits only and the Trustee does not assume any obligation to perform any of the terms and provisions of the items and matters assigned hereby. Nothing contained herein shall be construed to impose any liability upon the Trustee by reason of the assignment granted hereby.

This Assignment is a security agreement under the Florida Uniform Commercial Code for the purpose of creating a lien on the personal property described herein.

This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Florida, excluding the principles thereof governing conflicts of law.

This Assignment shall be binding upon the Association and other parties, if any, executing this Assignment and their respective successors and assigns, and shall inure to the benefit of the Trustee its successors and assigns.

IN WITNESS WHEREOF, the Association has duly executed this Assignment as of June 1, 2005.

"THE ASSOCIATION"

UCF ATHLETICS ASSOCIATION, INC., a
Florida not-for-profit corporation

By: Steve Orsini
Executive Vice President

EXHIBIT "A"

Description of Facility Sites

A parcel of land lying in Sections 2 and 3, Township 22 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Northwest corner of said Section 2, Township 22 South, Range 31 East, thence run along the West line of the Northwest 1/4 of said Section 2, South 00° 50'38" West, for a distance of 1,868.35 feet to the Point of Beginning; thence South 90° 00'00" East, for a distance of 163.47 feet; thence South 00° 00'00" East, for a distance of 425.77 feet to the point of curvature of a curve concave Northwesterly having a radius of 35.81 feet; thence run Southwesterly along the arc of said curve through a central angle of 69° 56'58", for a distance of 43.71 feet to the point of tangency; thence South 69° 56'58" West, for a distance of 171.30 feet; thence South 71° 20'11" West, for a distance of 74.97 feet; thence South 69° 48'34" West, for a distance of 174.02 feet; thence North 20° 11'28" West, for a distance of 3.05 feet; thence South 65° 45'59" West, for a distance of 7.72 feet to the point of curvature of a curve concave Northerly having a radius of 32.58 feet; thence run Westerly along the arc of said curve through a central angle of 91° 32'01", for a distance of 52.05 feet to the point of reverse curvature of a curve concave Southwesterly and having a radius of 729.33 feet; thence run Northwesterly along the arc of said curve through a central angle of 39° 07'30", for a distance of 498.03 feet; thence North 31° 27'02" East, for a distance of 626.01 feet; thence South 58° 32'58" East, for a distance of 119.01 feet; thence South 00° 00'00" East, for a distance of 106.26 feet; thence South 18° 42'34" East, for a distance of 14.59 feet; thence South 58° 32'58" East, for a distance of 60.00 feet; thence South 31° 27'02" West, for a distance of 58.68 feet; thence South 58° 32'58" East, for a distance of 89.09 feet; thence South 90° 00'00" East, for a distance of 106.14 feet to the Point of Beginning.



INSTR 20050581694
OR BK 08157 PG 0235 PGS=6
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
08/26/2005 03:19:50 PM
REC FEE 52.50

Prepared by:

Kenneth R. Artin
Bryant Miller & Olive P.A.
135 W. Central Blvd., Suite 700
Orlando, Florida 32801
(407) 426-7001



**COLLATERAL ASSIGNMENT OF CONSTRUCTION CONTRACTS,
ARCHITECTS' AND ENGINEERS' CONTRACTS, PERMITS, LICENSES, WARRANTIES,
PLANS AND DRAWINGS**

Dated as of June 1, 2005

**COLLATERAL ASSIGNMENT OF CONSTRUCTION CONTRACTS,
ARCHITECTS' AND ENGINEERS' CONTRACTS, PERMITS, LICENSES, WARRANTIES,
PLANS AND DRAWINGS**

(SECURITY AGREEMENT)

The U.C.F.A.A. Property Corporation, Inc. (the "Corporation") and UCF Athletics Association, Inc. (the "Association") have entered into a Master Lease Purchase Agreement dated as of July 1, 2004 (as the same may be amended or supplemented from time to time, the "Master Lease") and the Corporation and the Association have executed Amended and Restated Lease Schedule No. 2004A thereto, dated as of June 1, 2005 (which Master Lease together with such schedule constitutes a separate lease (the "Series 2004A Lease"), with respect to certain student housing facilities and site, and the Corporation, as ground lessee, and the University of Central Florida, on behalf of its Board of Trustees, as ground lessor, have entered into a Series 2004A Ground Lease dated as of July 1, 2004 as amended by the First Supplement to Ground Lease Agreement dated as of June 1, 2005 (as the same may be amended or supplemented from time to time, the "Series 2004A Ground Lease"), with respect to certain of the sites of such facilities. All capitalized terms not otherwise defined herein shall have the meaning as set forth in the Series 2004A Lease.

Pursuant to the Series 2004A Lease, the Association and the Corporation have agreed that there shall be acquired, constructed, installed and equipped for lease purchase to the Association, certain facilities (the "Series 2004A Facilities") as described in The Series 2004A Lease to the Master Lease, such facilities to be located on certain lands described in The Series 2004A Lease (the "Facility Sites"). The Series 2004A Lease sets forth the Lease Payments to be paid by the Association for the Series 2004A Facilities (collectively, the "Series 2004A Lease Payments"). The Association has agreed to lease purchase the Series 2004A Facilities from the Corporation.

The Corporation and the Trustee have entered into a Master Trust Agreement dated as of July 1, 2004, as supplemented by a Series 2004A Supplemental Trust Agreement dated as of July 1, 2004 and the Series 2005A Supplemental Trust Agreement dated as of June 1, 2005 (as the same may be further amended or supplemented from time to time, the "Trust Agreement").

NOW, THEREFORE, as additional security for the benefit of the Holders of the Series 2004A Certificates and the Series 2005A Certificates for the obligations of the Association under the Series 2004A Lease, the Association does hereby assign, grant, bargain and convey to the Trustee all of the Association's right, title and interest in and to the following:

1. All of the contracts and subcontracts including, without limitation, architectural and engineering contracts and all construction contracts now or hereafter existing with respect to the construction of improvements to be located on the Facility Sites related to the Eastside Housing Component and the Eastside Retail Component, together with all payment and performance bonds securing the obligations thereof.

{6160/03/00017200.DOCv1}

2. All building permits, surveys, architectural and engineering plans and specifications, shop drawings, governmental approvals, licenses, agreements with any utility companies (together with any deposits, prepaid fees and charges paid thereon) and any other consents, approvals and rights which it may now or hereafter own with respect to or in connection with the Facility Sites related to the Eastside Housing Component and the Eastside Retail Component.

3. All warranties and guaranties now or hereafter given covering any furniture, furnishings, equipment, machinery, building, supplies and materials, business machines, tools, appliances, fixtures and other property now or hereafter located on or placed upon the Facility Sites related to the Eastside Housing Component and the Eastside Retail Component and securing the Series 2004A Lease, including without limitation, air conditioning, heating, and other appliances and equipment.

To protect the security of this Assignment, the Association agrees to perform and discharge each and every provision, term and obligation under all of the matters and items hereby assigned on the part of the Association to be performed pursuant thereto; and the Association further agrees not to terminate or modify any of the terms, provisions or conditions under any of the matters and items assigned hereunder without obtaining the prior written consent of the Trustee in each instance.

This Assignment is an assignment of benefits only and the Trustee does not assume any obligation to perform any of the terms and provisions of the items and matters assigned hereby. Nothing contained herein shall be construed to impose any liability upon the Trustee by reason of the assignment granted hereby.

This Assignment is a security agreement under the Florida Uniform Commercial Code for the purpose of creating a lien on the personal property described herein.

This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Florida, excluding the principles thereof governing conflicts of law.

This Assignment shall be binding upon the Association and other parties, if any, executing this Assignment and their respective successors and assigns, and shall inure to the benefit of the Trustee its successors and assigns.

IN WITNESS WHEREOF, the Association has duly executed this Assignment as of June 1, 2005.

"THE ASSOCIATION"

UCF ATHLETICS ASSOCIATION, INC., a
Florida not-for-profit corporation

By: Steve Orsini
Executive Vice President

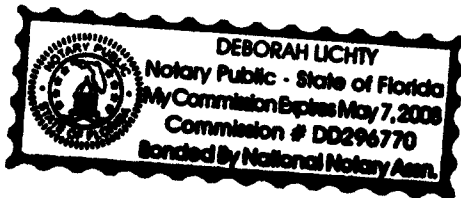
STATE OF FLORIDA

COUNTY OF ORANGE

I, a Notary Public in and for the County in the State above, do hereby certify that Steve Orsini, as Executive Vice President of the U.C.F. Athletics Association, Inc., appeared before me this day in person and acknowledged that he, being thereunder duly authorized, signed and delivered this instrument as the free and voluntary act of the Association and as his own free and voluntary act, for the uses and purposes therein set forth.

Such person is personally known to me ☐ or provided identification in the form of _____ and did not take an oath in connection with the foregoing acknowledgment.

GIVEN under my hand and notarial seal this 22nd day of June, 2005.



Deborah Lichty
Name: Deborah Lichty
Notary Public

[NOTARIAL SEAL]

My commission expires: 5/7/08

EXHIBIT "A"

Description of Facility Sites

A parcel of land lying in Sections 2 and 3, Township 22 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the Northwest corner of said Section 2, Township 22 South, Range 31 East, thence run along the West line of the Northwest 1/4 of said Section 2, South 00° 50'38" West, for a distance of 1,868.35 feet to the Point of Beginning; thence South 90° 00'00" East, for a distance of 163.47 feet; thence South 00° 00'00" East, for a distance of 425.77 feet to the point of curvature of a curve concave Northwesterly having a radius of 35.81 feet; thence run Southwesterly along the arc of said curve through a central angle of 69° 56'58", for a distance of 43.71 feet to the point of tangency; thence South 69° 56'58" West, for a distance of 171.30 feet; thence South 71° 20'11" West, for a distance of 74.97 feet; thence South 69° 48'34" West, for a distance of 174.02 feet; thence North 20° 11'28" West, for a distance of 3.05 feet; thence South 65° 45'59" West, for a distance of 7.72 feet to the point of curvature of a curve concave Northerly having a radius of 32.58 feet; thence run Westerly along the arc of said curve through a central angle of 91° 32'01", for a distance of 52.05 feet to the point of reverse curvature of a curve concave Southwesterly and having a radius of 729.33 feet; thence run Northwesterly along the arc of said curve through a central angle of 39° 07'30", for a distance of 498.03 feet; thence North 31° 27'02" East, for a distance of 626.01 feet; thence South 58° 32'58" East, for a distance of 119.01 feet; thence South 00° 00'00" East, for a distance of 106.26 feet; thence South 18° 42'34" East, for a distance of 14.59 feet; thence South 58° 32'58" East, for a distance of 60.00 feet; thence South 31° 27'02" West, for a distance of 58.68 feet; thence South 58° 32'58" East, for a distance of 89.09 feet; thence South 90° 00'00" East, for a distance of 106.14 feet to the Point of Beginning.



INSTR 20060821768
OR BK 09024 PG 2447 PGS=9
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
12/19/2006 12:05:29 PM
REC FEE 78.00

MASTER LEASE-PURCHASE AGREEMENT

ASSIGNMENT AGREEMENT

by and among

UCF ATHLETICS ASSOCIATION, INC.

and

UCF CONVOCATION CORPORATION

and

U.C.F.A.A. PROPERTY CORPORATION, INC.

Dated as of June 30, 2006

**MASTER LEASE-PURCHASE AGREEMENT
ASSIGNMENT AGREEMENT**

THIS MASTER LEASE-PURCHASE AGREEMENT ASSIGNMENT AGREEMENT (the "Assignment Agreement") is made and entered into as of June 30, 2006, by and among **UCF ATHLETICS ASSOCIATION, INC.** (the "Association"), **U.C.F.A.A. PROPERTY CORPORATION, INC.** (the "Property Corporation") and **UCF CONVOCATION CORPORATION** (the "Convocation Corporation").

All capitalized terms used herein and not otherwise defined herein shall have the meaning set forth therefor in the Lease Agreement, as hereinafter described.

WITNESSETH:

In the joint and several exercise of their powers, in consideration of Ten Dollars (\$10.00) in hand paid to the assignor hereunder and of the mutual covenants herein contained, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties recite and agree as follows:

Section 1. Recitals.

(a) The Association and the Property Corporation have heretofore entered into the Master Lease Purchase Agreement dated as of July 1, 2004, as amended and supplemented, and particularly as amended by Amended and Restated Lease Schedule No. 2004A (collectively, the "Lease Agreement").

(b) The Projects described in the Amended and Restated Lease Schedule No. 2004A was financed through the issuance of Certificates of Participation (UCF Athletics Association, Inc., Master Lease Program), Series 2004A and the Certificates of Participation (UCF Athletics Association, Inc. Master Lease Program) Series 2005A (collectively, the "Certificates") evidencing participation interests in the Lease, which Certificates were issued pursuant to a Master Trust Agreement, dated as of July 1, 2004, as amended and supplemented, by and among Wachovia Bank, National Association as successor by merger with SouthTrust Bank, the Property Corporation, and the Association (the "Trust Agreement").

(c) The Association desires to assign to the Convocation Corporation, without recourse or warranty, all of its rights, title and interests in and to the Lease Agreement.

Section 2. Assignment by the Association.

(a) The Association hereby represents as follows: (i) to the best of its knowledge, the Lease Agreement is in full force and effect as of the date hereof; (ii) the Association is the Lessee under the Lease Agreement; and (iii) the Lessee is not in default of its covenants and obligations, with respect to the Lease Agreement.

{6160/04/00048744.DOCv5}

(b) The Association hereby sells, assigns, transfers, conveys and sets over without recourse, representation (except as provided herein) or warranty unto the Convocation Corporation all of its rights, title and interests under the Lease Agreement.

(c) The Convocation Corporation hereby accepts the assignment by the Association of its rights under the Lease Agreement, as provided in subsection (b) above.

Section 3. Amendment of Lease Agreement.

(a) The Property Corporation, the Convocation Corporation and the Association hereby agree that the Lease Agreement, including the leasehold estates created thereunder, have and shall remain in full force and effect and all rights and obligations created thereby, as set forth therein, are hereby amended and restated, and subsumed in their entirety, by the Lease Agreement.

Section 4. Consent of the Property Corporation and the Credit Enhancer.

(a) By affixing the signature of its representative below the Property Corporation hereby provides the written consent required by Section 6.01(a) of the Lease Agreement.

(b) The written consent of the Credit Enhancer required under Section 6.01(a) of the Lease Agreement has been obtained and is attached hereto as Exhibit A.

Section 5. Miscellaneous.

(a) No Individual Liability. All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Assignment Agreement shall be deemed to be covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in any individual capacity, and no recourse shall be had for the assignment effected hereunder or for any claim based thereon under this Assignment Agreement against any member, officer, employee or agent of the parties hereto.

(b) Counterparts. This Assignment Agreement may be executed in several counterparts, each of which together with a counterpart executed by each of the other parties hereto shall constitute a single original for all purposes of this Assignment Agreement and shall constitute but one and the same instrument.

(c) Law. This Assignment Agreement shall be construed under the laws of the State of Florida.

(d) Severability. If any one or more of the covenants, stipulations, promises, agreements, obligations or provisions provided in this Assignment Agreement on the part of any party hereto should be determined by a court of competent jurisdiction to be contrary to law, then such covenants, stipulations, promises, agreements, obligations or provisions shall be

deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements, obligations or provisions herein contained and shall in no way affect the validity of the other provisions of this Assignment Agreement.

UCF ATHLETICS ASSOCIATION, INC.

(Seal)

By: [Signature]
Name: John C. Hitt
Title: Chair

ATTEST

By: [Signature]
Name: William F. Merck II
Title: Secretary

U.C.F.A.A. PROPERTY CORPORATION, INC.

(Seal)



CHERYL L. PIPER
MY COMMISSION # DD 194140
EXPIRES: April 13, 2007
Bonded Thru Budget Notary Services

personally known to me.

ATTEST

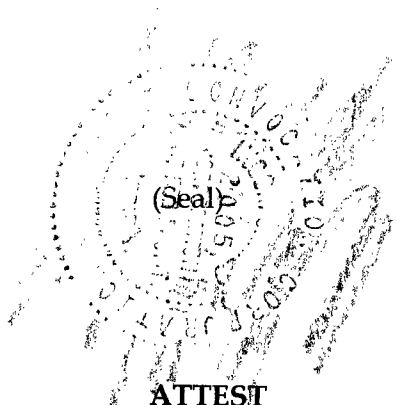
By: [Signature]
Name: William F. Merck, II
Title: Secretary

By: [Signature]
Name: Thomas Haddleston, Jr.
Title: Chair



CHERYL L. PIPER
MY COMMISSION # DD 194140
EXPIRES: April 13, 2007
Bonded Thru Budget Notary Services

12/15/06 personally known to me



UCF CONVOCATION CORPORATION

By: [Signature]
Name: Robert J. Holmes Jr.
Title: Chair

Personally known
to me
[Signature] 12/15/06

ATTEST



CHERYL L. PIPER
MY COMMISSION # DD 194140
EXPIRES: April 13, 2007
Bonded Thru Budget Notary Services

By: [Signature]
Name: William F. Meach, II
Title: Secretary

WITNESS

By: [Signature]
Name: Pamela A. Kwiatkowski

WITNESS

By: [Signature]
Name: KENNETH ARTIN

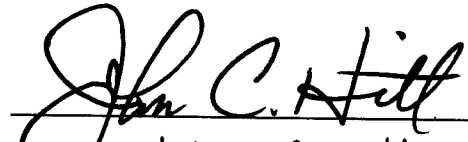
STATE OF FLORIDA

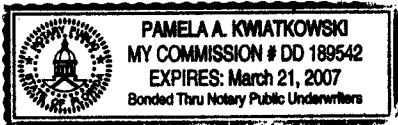
COUNTY OF ORANGE

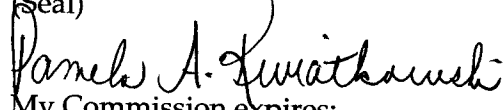
I, a Notary Public in and for the County in the State above, do hereby certify that John C. Hitt, as Chair of the UCF Athletics Association, Inc., appeared before me this day in person and acknowledged that he, being thereunder duly authorized, signed and delivered this instrument as the free and voluntary act of the Association and as her own free and voluntary act, for the uses and purposes set forth therein.

Such person is personally known to me and did not take an oath in connection with the foregoing acknowledgement.

GIVEN under my hand and notarial seal this 30th day of June, 2006.


Name: John C. Hitt



(Seal)

My Commission expires:
March 21, 2007

{6160/04/00092308.DOCv1}

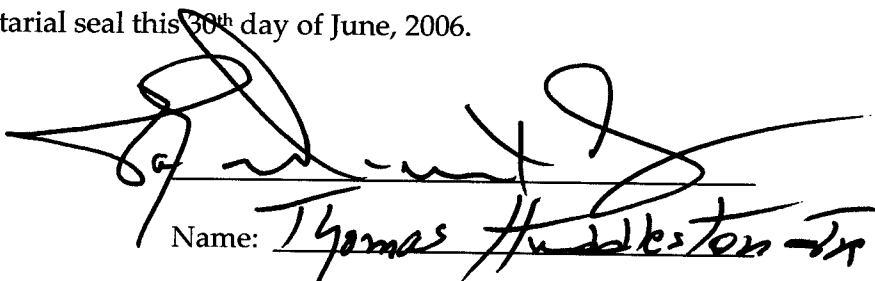
STATE OF FLORIDA

COUNTY OF ORANGE

I, a Notary Public in and for the County in the State above, do hereby certify that Thomas Huddleston, Jr., as Chair of the U.C.F.A.A. Property Corporation, Inc., appeared before me this day in person and acknowledged that he, being thereunder duly authorized, signed and delivered this instrument as the free and voluntary act of the Association and as her own free and voluntary act, for the uses and purposes set forth therein.

Such person is personally known to me and did not take an oath in connection with the foregoing acknowledgement.

GIVEN under my hand and notarial seal this 30th day of June, 2006.

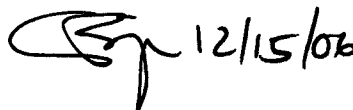

Name: Thomas Huddleston Jr

(Seal)



CHERYL L. PIPER
MY COMMISSION # DD 194140
EXPIRES: April 13, 2007
Bonded Thru Budget Notary Services

My Commission expires: 4.13.07


12/15/06

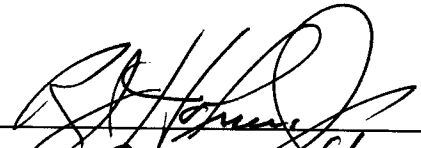
STATE OF FLORIDA

COUNTY OF ORANGE


I, a Notary Public in and for the County in the State above, do hereby certify that Robert J. Holmes, Jr., as Chair of the UCF Convocation Corporation, appeared before me this day in person and acknowledged that he, being thereunder duly authorized, signed and delivered this instrument as the free and voluntary act of the Association and as her own free and voluntary act, for the uses and purposes set forth therein.

Such person is personally known to me and did not take an oath in connection with the foregoing acknowledgement.

GIVEN under my hand and notarial seal this 30th day of June, 2006.


Name: Robert J. Holmes, Jr.

(Seal)  CHERYLL L. PIPER
MY COMMISSION # DD 194140
EXPIRES: April 13, 2007
Bonded Thru Budget Notary Services

 12/15/06
My Commission expires:
4/13/07

{6160/04/00092308.DOCv1}

EXHIBIT A

CONSENT OF CREDIT ENHANCER

Financial Guaranty Insurance Company ("FGIC") is the Credit Enhancer of the Certificates of Participation (UCF Athletics Association, Inc., Master Lease Program), Series 2004A and the Certificates of Participation (UCF Athletics Association, Inc., Master Lease Program), Series 2005A. Each evidencing an undivided proportionate interest of the Owners thereof in basic rent payments to be made under a Master Lease-Purchase Agreement by the UCF Athletics Association, Inc. (the "Athletics Association"). Pursuant to Section 6.01(a) of the Master Lease Purchase Agreement by and between U.C.F.A.A. Property Corporation, Inc. and the Athletics Association, dated as of July 1, 2004 (the "Lease Agreement"), FGIC must consent to the assignment by the Athletics Association, as Lessee, of all its rights, title and interests under the Lease Agreement to the UCF Convocation Corporation (the "Convocation Corporation"). FGIC hereby consents to the assignment of the Athletics Association's rights, title and interests under the Lease Agreement to the Convocation Corporation.

Dated as of June 30, 2006

Financial Guaranty Insurance Company

By: 

Name: TIMOTHY TATTAN

Title: AUTHORIZED REPRESENTATIVE

Prepared by:

Rhonda Bond-Collins
Bryant Miller & Olive P.A.
135 W. Central Blvd., Suite 700
Orlando, Florida 32801
(407) 426-7001

DOC# 20140506084 B: 10815 P: 0547
10/06/2014 10:17:29 AM Page 1 of 9
Rec Fee: \$78.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: BRYANT MILLER & OLIVE P A



**SECOND AMENDMENT TO
SERIES 2004A ASSIGNMENT AGREEMENT**

BETWEEN

U.C.F.A.A. PROPERTY CORPORATION, INC.
a Florida not-for-profit corporation

AND

U.S.BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of May 1, 2014

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SECTION 3. Administrative Provisions.....	3

**SECOND AMENDMENT TO SERIES 2004A
ASSIGNMENT AGREEMENT**

THIS SECOND AMENDMENT TO SERIES 2004A ASSIGNMENT AGREEMENT, made and entered into as of May 1, 2014, by and between U.C.F.A.A PROPERTY CORPORATION, INC., a not-for-profit corporation organized under the laws of the State of Florida (the "Corporation"), and U.S. BANK NATIONAL ASSOCIATION successor to Wachovia Bank, National Association, as successor by merger with SouthTrust Bank, as Trustee (the "Trustee");

WITNESSETH THAT, in the joint and mutual exercise of their powers, and in consideration of \$10.00 and other good and valuable consideration and the mutual covenants herein contained, the parties hereto recite and agree as follows:

SECTION 1. Recitals.

1.01. The U.C.F.A.A. Property Corporation, Inc. (the "Corporation") and UCF Athletics Association, Inc. (the "Association") have entered into a Master Lease Purchase Agreement dated as of July 1, 2004 (as the same may be amended or supplemented from time to time, the "Master Lease") and the Corporation and the Association have executed Lease Schedule No. 2004A thereto, as amended and restated dated as of July 1, 2004, with respect to certain student housing facilities and sites, and the Corporation, as ground lessee, and the University of Central Florida, on behalf of its Board of Trustees, as ground lessor, have entered into a Series 2004A Ground Lease dated as of July 1, 2004 (as the same may be amended or supplemented from time to time, the "Series 2004A Ground Lease"), with respect to the sites of such facilities.

1.02. Pursuant to that certain Master Trust Agreement Assignment Agreement by and between UCF Convocation Corporation (the "Convocation Corporation") and the Association and that certain Master Lease Purchase Agreement Assignment Agreement, each dated as of June 30, 2006, the Association assigned all of its rights, title and interest in and to the Master Lease, as amended, and the Trust Agreement, as amended, to the Convocation Corporation.

1.03. The Convocation Corporation, as assignee of the Association and the Trustee have entered into a Master Trust Agreement dated as of July 1, 2004, as amended and supplemented and particularly supplemented by a Series 2014A Supplemental Trust Agreement dated as of May 1, 2014 (as the same may be further amended or supplemented from time to time, the "Trust Agreement").

1.04. Pursuant to the Trust Agreement, the Trustee issued the Certificates of Participation (UCF Athletics Association, Inc. Master Lease Program), Series 2004A, Evidencing an Undivided Proportionate Interest of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the UCF Athletics Association, Inc., issued under

the Trust Agreement and the Series 2004A Supplemental Trust Agreement (the "Series 2004A Certificates"), the proceeds of which were used to finance the Series 2004A Project.

1.05. The Corporation and the Trustee have entered into the Series 2004A Assignment Agreement dated as of July 1, 2004 (the "2004A Assignment Agreement") which assignment is recorded at Official Records Book 07645, Page 0885 of the Public Records of Orange County, Florida pursuant to which the Corporation assigned to the Trustee for the benefit of all of the holders of the Series 2004A Certificates, all of its right, title and interest under the Master Lease, as amended and supplemented by the Lease Schedule No. 2004A (collectively, the "2004A Lease") (except for its right to indemnification under Section 5.7 of the Master Lease and to receive notices under the Master Lease), in order to secure the Series 2004A Certificates. In addition, pursuant to the Assignment Agreement, the Corporation assigned all of its rights, title and interest under the Series 2004A Ground Lease to the Trustee for the benefit of all of the holders of the Series 2004A Certificates.

1.06. The Corporation and the Trustee have entered into the First Amendment to Series 2004A Assignment Agreement dated as of June 1, 2005 (together with the 2004A Assignment Agreement, the "Assignment Agreement") which assignment is recorded at Official Records Book 08057, Page 3406 of the Public Records of Orange County, Florida pursuant to which the Corporation assigned to the Trustee for the benefit of all of the holders of the Series 2005A Certificates, all of its right, title and interest under the Master Lease, as amended and supplemented by the Amended and Restated Lease Schedule No. 2004A dated as June 23, 2005 (except for its right to indemnification under Section 5.7 of the Master Lease and to receive notices under the Master Lease), in order to secure the Series 2005A Certificates.

1.07. The Corporation and the Convocation Corporation have entered into a Second Amended and Restated Lease Schedule No. 2004A dated as of May 1, 2014 (the "Amended Lease Schedule") with respect to the issuance by the Trustee of \$58,645,000 aggregate principal amount of "Certificates of Participation (UCF Convocation Corporation Master Lease Program), Series 2014A Evidencing an Undivided Proportionate Interests of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the UCF Convocation Corporation" (the "Series 2014A Certificates").

1.08. The proceeds of the Series 2014A Certificates shall be used pursuant to the Trust Agreement, as supplemented by the Series 2014A Supplemental Trust Agreement to (i) provide necessary funds to refund and redeem the outstanding principal amount of the Series 2004A Certificates and (ii) paying the costs of issuing the Series 2014A Certificates.

1.09. The Corporation and the Trustee deem it necessary to supplement and amend the Assignment Agreement to acknowledge the Amended Lease Schedule by entering into this Second Amendment to Series 2004A Assignment Agreement (the "Second Amendment to Assignment Agreement").

1.10. Each of the parties has authority to enter into this Agreement and has taken all actions necessary to authorize its execution by the officers signing it.

All terms capitalized but not defined herein shall have the meanings given to them in the Trust Agreement and the Series 2014A Supplemental Trust Agreement.

SECTION 2. Assignment.

The Corporation hereby absolutely and unconditionally sells, assigns and conveys to the Trustee, without recourse, (i) its rights, title and interests under the Amended Lease Schedule including, without limitation, all Lease Payments and other amounts required to be paid by the Corporation under the Amended Lease Schedule and (ii) its rights, title and interests under the Series 2004A Ground Lease, as amended, for the benefit of all of the holders of the Series 2014A Certificates.

SECTION 3. Administrative Provisions.

3.01. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

3.02. Any provision of this Agreement found to be prohibited by applicable laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

3.03. Except as herein expressly amended and supplemented, the Assignment Agreement, as amended, and all the terms and provisions thereof are and shall remain in full force and effect; provided, however, that in the event of a conflict between the terms and provisions of the Assignment Agreement and this Second Amendment to Assignment Agreement, the terms of this Second Amendment to Assignment Agreement shall govern.

3.04. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the Credit Enhancer, and their respective successors and assigns.


3.05. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

[End of Page]

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

[SEAL]

U.C.F.A.A. PROPERTY CORPORATION, INC.

By: 
Title: President

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Vice President

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

[SEAL]

U.C.F.A.A. PROPERTY CORPORATION, INC.

By: _____
Title: President

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: Stephanie Cox
Vice President

STATE OF FLORIDA

COUNTY OF ORANGE

I, a Notary Public in and for the County in the State above, do hereby certify that Maribeth Ehasz, as President of the U.C.F.A.A. Property Corporation, Inc., appeared before me this day in person and acknowledged that she, being thereunder duly authorized, signed and delivered this instrument as the free and voluntary act of the Corporation and as her own free and voluntary act, for the uses and purposes therein set forth.

Such person is personally known to me [☒] or provided identification in the form of _____ and did not take an oath in connection with the foregoing acknowledgment.

GIVEN under my hand and notarial seal this 22 day of May, 2014.

Kaseema Rhue

Name:

Notary Public

[NOTARIAL SEAL]

My commission expires:



STATE OF GEORGIA

COUNTY OF Fulton

I, Notary Public in and for the County in the State above, do hereby certify that Stephanie Cox, Vice President of U.S. Bank National Association (the "Trustee"), appeared before me this day in person and acknowledged that he, being thereunder duly authorized, signed and delivered this instrument as the free and voluntary act of the Trustee and as his own free and voluntary act, for the uses and purposes therein set forth.

Such person is personally known to me or provided identification in the form of _____ and did not take an oath in connection with the foregoing acknowledgment.

GIVEN under my hand and notarial seal this 27th day of May, 2014.

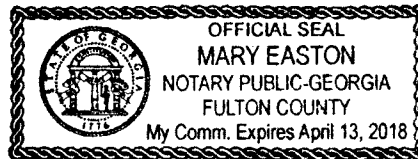


Name:

Notary Public

[NOTARIAL SEAL]

My commission expires:



Prepared by:

Rhonda Bond-Collins, Esq.
Bryant Miller Olive P.A.
135 W. Central Blvd., Suite 700
Orlando, Florida 32801
(407) 426-7001

DOC# 20140567078 B: 10831 P: 1079
11/05/2014 04:14:38 PM Page 1 of 8
Rec Fee: \$69.50
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: BRYANT MILLER OLIVE PA



**THIRD AMENDMENT TO
SERIES 2004A ASSIGNMENT AGREEMENT**

BETWEEN

U.C.F.A.A. PROPERTY CORPORATION, INC.
a Florida not-for-profit corporation

AND

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of October 1, 2014

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THIRD AMENDMENT TO SERIES 2004A ASSIGNMENT AGREEMENT

THIS THIRD AMENDMENT TO SERIES 2004A ASSIGNMENT AGREEMENT (the "Agreement"), made and entered into as of October 1, 2014, by and between U.C.F.A.A PROPERTY CORPORATION, INC., a not-for-profit corporation organized under the laws of the State of Florida (the "Corporation"), and U.S. BANK NATIONAL ASSOCIATION successor to Wachovia Bank, National Association, as successor by merger with SouthTrust Bank, as Trustee (the "Trustee");

WITNESSETH THAT, in the joint and mutual exercise of their powers, and in consideration of \$10.00 and other good and valuable consideration and the mutual covenants herein contained, the parties hereto recite and agree as follows:

SECTION 1. Recitals.

1.01. The U.C.F.A.A. Property Corporation, Inc. (the "Corporation") and UCF Athletics Association, Inc. (the "Association") have entered into a Master Lease Purchase Agreement dated as of July 1, 2004 (as the same may be amended or supplemented from time to time, the "Master Lease") and the Corporation and the Association have executed Lease Schedule No. 2004A thereto dated as of July 1, 2004, as amended and restated, with respect to certain student housing facilities and sites, and the Corporation, as ground lessee, and the University of Central Florida, on behalf of its Board of Trustees, as ground lessor, have entered into a Series 2004A Ground Lease dated as of July 1, 2004 (as the same may be amended or supplemented from time to time, the "Series 2004A Ground Lease"), with respect to the sites of such facilities.

1.02. Pursuant to that certain Master Trust Agreement Assignment Agreement by and between UCF Convocation Corporation (the "Convocation Corporation") and the Association and that certain Master Lease Purchase Agreement Assignment Agreement, each dated as of June 30, 2006, the Association assigned all of its rights, title and interest in and to the Master Lease, as amended, and the Trust Agreement (as defined below), to the Convocation Corporation.

1.03. The Convocation Corporation, as assignee of the Association, and the Trustee have entered into a Master Trust Agreement dated as of July 1, 2004, as amended and supplemented and particularly as supplemented by a Series 2014B Supplemental Trust Agreement dated as of October 1, 2014 (as the same may be further amended or supplemented from time to time, the "Trust Agreement").

1.04. Pursuant to the Trust Agreement, the Trustee issued the Certificates of Participation (UCF Athletics Association, Inc. Master Lease Program), Series 2005A, Evidencing an Undivided Proportionate Interest of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the UCF Athletics Association, Inc., issued under

the Trust Agreement and the Series 2005A Supplemental Trust Agreement (the "Series 2005A Certificates"), the proceeds of which were used to finance a portion of the Series 2004A Project.

1.05. The Trustee and the Corporation entered into the Series 2004A Assignment Agreement, dated as of July 1, 2004, (the "Original Assignment"), as amended by the First Amendment to Series 2004A Assignment Agreement dated June 1, 2005 and the Second Amendment to Series 2004A Assignment Agreement dated May 29, 2014 pursuant to which the Corporation assigned to the Trustee for the benefit of all of the holders of the Series 2004A Certificates, the holders of the Series 2005A Certificates and the holders of the Series 2014A Certificates, respectively, all of its right, title and interest under the Master Lease (except for its right to indemnification and to receive notices under the Master Lease), in order to secure the Series 2004A Certificates, the Series 2005A Certificates and the Series 2014A Certificates, respectively. The Series 2004A Certificates were refunded with the proceeds of the Series 2014A Certificates and are no longer outstanding under the Trust Agreement.

1.06. The Corporation and the Convocation Corporation have entered into a Third Amended and Restated Lease Schedule No. 2004A dated as of October 9, 2014 (the "Amended Lease Schedule") with respect to the issuance by the Trustee of \$58,930,000 aggregate principal amount of "Certificates of Participation (UCF Convocation Corporation Master Lease Program), Series 2014B Evidencing an Undivided Proportionate Interests of the Owners thereof in Basic Rent Payments to be made under a Master Lease-Purchase Agreement by the UCF Convocation Corporation" (the "Series 2014B Certificates").

1.07. The proceeds of the Series 2014B Certificates shall be used pursuant to the Trust Agreement, as supplemented by the Series 2014B Supplemental Trust Agreement to (i) provide necessary funds to advance refund and redeem the outstanding principal amount of the Series 2005A Certificates and (ii) pay the costs of issuing the Series 2014B Certificates.

1.08. The Corporation and the Trustee deem it necessary to supplement and amend the Original Assignment for the benefit of the holders of the Series 2014A Certificates and the holders of the Series 2014B Certificates.

1.09. Each of the parties has authority to enter into this Agreement and has taken all actions necessary to authorize its execution by the officers signing it.

All terms capitalized but not defined herein shall have the meanings given to them in the Trust Agreement and the Series 2014B Supplemental Trust Agreement.

SECTION 2. Amendment. Section 2.01 of the Original Assignment is amended and restated in its entirety as follows:

The Corporation hereby absolutely and unconditionally sells, assigns and conveys to the Trustee, without recourse, (i) its rights, title and interests under the Master Lease (including the Amended Lease Schedule) including, without limitation, all Lease Payments and other amounts required to be paid by the Corporation under the Amended Lease Schedule (except for its right

to indemnification under the Master Lease, to receive notices under the Master Lease, its right to enter into Lease Schedules from time to time and its obligations under Section 6.03 of the Master Lease) and (ii) its rights, title and interests under the Series 2004A Ground Lease, as amended, for the benefit of all of the holders of the Series 2014A Certificates and the Holders of the Series 2014B Certificates.

SECTION 3. Administrative Provisions.

3.01. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

3.02. Any provision of this Agreement found to be prohibited by applicable laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

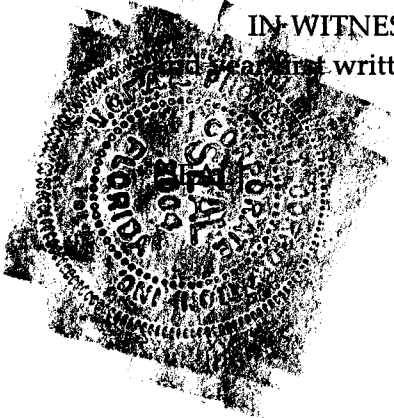
3.03. Except as herein expressly amended and supplemented, the Original Assignment, as amended, and all the terms and provisions thereof are and shall remain in full force and effect; provided, however, that in the event of a conflict between the terms and provisions of the Original Assignment and this Third Amendment to Assignment Agreement, the terms of this Third Amendment to Assignment Agreement shall govern.

3.04. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

3.05. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

[End of Page]

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



U.C.F.A.A. PROPERTY CORPORATION, INC.

By: Maribeth Ehasz
Dr. Maribeth Ehasz, President

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: Stephanie Cox
Vice President

STATE OF FLORIDA

COUNTY OF ORANGE

I, a Notary Public in and for the County in the State above, do hereby certify that Dr. Maribeth Ehasz, as President of the U.C.F.A.A. Property Corporation, Inc., appeared before me this day in person and acknowledged that she, being thereunder duly authorized, signed and delivered this instrument as the free and voluntary act of the Corporation and as her own free and voluntary act, for the uses and purposes therein set forth.

Such person is personally known to me ☒ or provided identification in the form of _____ and did not take an oath in connection with the foregoing acknowledgment.

GIVEN under my hand and notarial seal this 7th day of October, 2014.

Kaseema Rhue

Name:

Notary Public

[NOTARIAL SEAL]

My commission expires:



STATE OF GEORGIA

COUNTY OF DeKalb

I, Notary Public in and for the County in the State above, do hereby certify that Stephanie Cox, Vice President of U.S. Bank National Association (the "Trustee"), appeared before me this day in person and acknowledged that she, being thereunder duly authorized, signed and delivered this instrument as the free and voluntary act of the Trustee and as her own free and voluntary act, for the uses and purposes therein set forth.

Such person is personally known to me or provided identification in the form of _____ and ~~did not take~~ an oath in connection with the foregoing acknowledgment.

GIVEN under my hand and notarial seal this 8th day of October, 2014.

Jack Ellerin

Name:

Notary Public

[NOTARIAL SEAL]

My commission expires:

