

1750502 ORANGE
JAN 29 4 29 PM '82
CJ. 3256 1859

This instrument was prepared by and
should be referred to
MICHAEL RYAN
Cowden, Bremlak, Foster & Kantor
✓ Professional Association
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802

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MEMORANDUM
OF
UTILITY SERVICE CONTRACT

THIS UTILITY SERVICE CONTRACT is made and entered into this 13th day of March, 1981, by and between the UNIVERSITY OF CENTRAL FLORIDA, acting for and on behalf of the Board of Regents of the State of Florida, hereinafter referred to as the "University," and the ORANGE COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a research and development authority, organized and existing under the laws of the State of Florida, hereinafter referred to as the "Authority."

W I T N E S S E T H:

WHEREAS, the Authority was established pursuant to Chapter 23, Part VII and Chapter 159, Part V, Florida Statutes for the purpose of establishing a university-related research and development park as a center of research and development activity combining the resources of the University and various public bodies and private sector enterprises involved in research and development activities; and

WHEREAS, in furtherance of that purpose the Authority contemplated its development and operation of a research and development park to be known as the "Central Florida Research Park" on certain real property adjacent and immediately contiguous to the University's campus and to that end has purchased approximately one thousand forty-eight (1,048) acres of real property more particularly described on Exhibit "A" attached hereto, and has also leased approximately two hundred forty (240) acres of real property more particularly described on Exhibit "B" attached hereto; and

WHEREAS, the Authority contemplates that in addition to the properties described on said Exhibits "A" and "B" the Central Florida Research Park may include such additional real property as may from time to time hereafter be purchased by the

Authority or in which the Authority may from time to time otherwise hereafter acquire an interest or which may hereafter otherwise become a part of the Authority's research and development park including, without limitation, that property described on Exhibit "C" attached hereto; and

WHEREAS, in order to develop said properties and other property from time to time included within the Central Florida Research Park, it is necessary that such properties have available to them adequate sewage collection, treatment and disposal and potable water supply, treatment and distribution utility services; and

WHEREAS, such utility services are currently unavailable to the Authority and said properties from any public or private utilities in the area; and

WHEREAS, the University is the owner and operator of a sewage treatment and disposal facility and a potable water supply and treatment facility which were originally constructed for the purpose of providing such utility services to the University's campus; and

WHEREAS, the University's utility facilities are in close physical proximity to the properties contemplated to be developed by the Authority as the Central Florida Research Park; and

WHEREAS, the present permitted capacities of said University utility facilities are well in excess of the current and reasonably foreseeable demand placed upon said facilities from within the University's campus; and

WHEREAS, the University is fully cognizant of the many benefits that will accrue to it as a result of the Authority's successful development and operation of a research and development park in the immediate vicinity of the University's campus and affiliated with or related to the University; and

WHEREAS, the Authority is fully cognizant of its need for available utility services as aforesaid; and

WHEREAS, the parties hereto desire to maximize the benefits of the close proximity of the Central Florida Research Park and the University's aforesaid utility facilities and the excess capacity available therein; and

WHEREAS, Orange County, Florida, has granted the Authority the right to provide such utility services to the Central Florida Research Park through the University's utility facilities pursuant to appropriate contractual arrangements therefor;

NOW THEREFORE, for and in consideration of the premises hereof and the mutual covenants herein contained, the University and the Authority do hereby covenant, stipulate and agree as follows, to wit:

1. University Representations and Warranties. [This Paragraph is intentionally omitted from this Memorandum.]

2. Commitment of Sewage Treatment and Disposal Capacity and Services. The University shall and does hereby agree to make available to the Authority at and within the University's present sewage treatment and disposal facility two hundred twenty-five thousand gallons per day (225,000 g.p.d.) of sewage treatment and disposal capacity and further agrees that it shall, on a bulk wholesale delivered-in basis, treat, process and dispose of up to two hundred twenty-five thousand gallons per day (225,000 g.p.d.) of raw domestic sewage originating in and collected from the Authority's contemplated university-related research and development park together with such additional amounts as may be treated, processed and disposed of by and through additions and to expansions of and upon the University's sewage treatment and disposal facilities as shall hereafter be constructed by the Authority pursuant to the provisions of Paragraph 4 of this Contract.

3. Commitment of Water Supply and Treatment Capacity and Services. The University shall and does hereby agree to make available to the Authority at and within the University's

present potable water supply and treatment facility one million gallons per day (1,000,000 g.p.d.) of potable water supply and treatment capacity and further agrees that it shall, on a bulk wholesale delivered-out basis, supply and treat up to one million gallons per day (1,000,000 g.p.d.) of potable water for distribution by the Authority within and to occupants and users of the Authority's contemplated university-related research and development park together with such additional amounts as may be supplied and treated by and through additions to and expansions of and upon the University's water supply and treatment facilities as shall be hereafter constructed by the Authority pursuant to the provisions of Paragraph 4 of this Contract.

4. Additional Capacity and Services. To the extent that either: (A) the Authority's need for sewage treatment and disposal capacity and services and water supply and treatment capacity and services shall exceed the initial capacities and services agreed to be provided by the University to the Authority as provided pursuant to and specified in Paragraphs 2 and 3 above, respectively, or (B) the University's actual need for sewage treatment and disposal capacity or water supply and treatment capacity shall exceed those reasonably foreseeable capacity levels specified in subparagraphs E and F of Paragraph 1 above, but be less than the currently permitted capacity levels specified in subparagraphs C and D of Paragraph 1 above, the University agrees that the Authority shall, at its sole cost and expense, be permitted and have the right to make and construct such additions to or expansions of or upon the University's current sewage treatment and disposal and water supply and treatment facilities as may reasonably be required in order to provide sufficient sewage treatment and disposal and water supply and treatment capacities as may reasonably be necessary to meet the then present and anticipated future needs of occupants and users of the Authority's contemplated

University-related research and development park, and the University further agrees, that with such Authority-constructed additions to and expansions of or upon the University's current utility facilities, to continue to provide sewage treatment and disposal and water supply and treatment services hereinabove agreed to be provided by the University pursuant to Paragraphs 2 and 3. Any such Authority-made or constructed additions to or expansions of or upon the University's current utility facilities shall be approved by the University prior to their construction, and, upon the completion of their construction, shall become and thereafter be the sole and exclusive property of the University subject only to the University's performance of its obligations pursuant to this Contract. Any construction or operating permits required to be obtained with respect to such additions to or expansions of or upon the University's current utility facilities shall be obtained by the Authority in the name of the University at the sole cost and expense of the Authority. It is expressly provided, however, that nothing hereinabove set forth shall be construed as creating an obligation on the part of the Authority to itself make or construct any additions to or expansions of or improvements to or repairs upon the University's current or future utility facilities which are required by virtue of either: (a) any defects or deficiencies in the University's current utility facilities or (b) the University's need for sewage treatment and disposal or water supply and treatment capacities in excess of the currently permitted capacities of the University's presently existing facilities as hereinabove specified in subparagraphs C and D of Paragraph 1 above.

5. Sewage Collection Facilities. The Authority agrees that all sewage collection lines, mains, pumps, lift stations, meters and other facilities and systems required to collect and deliver and contribute the raw domestic sewage to be treated, processed and disposed of by the University pursuant to

Paragraph 2 above to the University's sewage treatment and disposal facility shall be designed in accordance with good and sound engineering practices and procedures and, prior to their construction and installation, plans therefor shall be submitted to and approved by the University Engineer, the Florida Department of Environmental Regulation and such other local, state or Federal regulatory agencies, if any, whose approval is required for their installation and operation. Additionally, all such facilities and systems shall be constructed and installed with good and sound engineering and construction practices and procedures, and in good workmanlike manner with materials of adequate size and performance specifications. The University at its election, and at its expense, shall be entitled to inspect and approve the installation of all such facilities and systems.

6. Easements. The University shall provide and make available to the Authority such easements and rights of way over University property as may reasonably be required by the Authority in order to construct and install upon University property those sewage collection and water distribution lines, mains, pumps, lift stations, meters and other systems and facilities which are necessary to deliver and transmit sewage to and water from and between the Authority's research and development park and the University's utility facilities.

7. Metered Flows. Sewage collected from the Authority's research and development park and delivered and contributed to the University's sewage treatment and disposal facility for treatment processing and disposal pursuant to this Contract shall be metered at the site of their delivery to the University's treatment and disposal system. Water delivered from the University's supply system to the Authority's distribution system shall be metered at the site of its delivery to such distribution system. Such metering of both sewage and water flows shall be through meters capable of

measuring actual flows to the nearest 1,000 gallons. Meters shall be read and service bills shall be rendered by the University to the Authority not less than once each month. For purposes of this Contract and the sewage treatment and disposal and water supply and treatment capacities committed and services to be provided by the University to the Authority pursuant to Paragraphs 2 and 3 above, respectively, shall be deemed to be average daily gallon flows per month as measured by and through the flow meters hereinabove described.

8. Service Rates and Charges. [This Paragraph is intentionally omitted from this Memorandum.]

9. Authority Distribution of Services and Charges. The Authority shall be entitled to allocate and distribute the sewage collection and water distribution services provided by it and the sewage treatment and disposal and water supply and treatment services provided to it by the University pursuant to this Contract to its research and development park and the various occupants and users thereof as the Authority, in its sole discretion, shall determine and, further, the authority shall be entitled, from time to time, to establish, charge and collect from such occupants and users such service rates and charges, such hook-up fees or connection charges and such other impositions, assessments or charges as the Authority in its sole discretion shall determine.

10. Service Standards. [Portions of this Paragraph are intentionally omitted from this Memorandum.] Notwithstanding anything in this Contract set forth to the contrary, the University shall not at any time be required to accept, treat or dispose of sewage or other liquid waste which, because of its unusual character, would have an adverse effect on normal sewage treatment processing operations or practices or on the validity of the then current operation permit for the University's sewage treatment and disposal facilities.

11. Restrictions on Service. The University and the

Authority both acknowledge that the major consideration which has induced the execution of this Contract by the University is the Authority's contemplated development and operation of a University-related research and development park which will be affiliated with and integrally related to the University and developed and constructed upon real property adjacent to, contiguous with, and in the vicinity of the University's campus and the anticipated direct and indirect benefits that will necessarily accrue to the University as a result of the establishment, development and operation of said research and development park. Accordingly, the University and the Authority hereby agree that the University's obligation to provide the above-described utility services to the Authority pursuant to this Contract, shall be limited and restricted to an obligation on the part of the University to provide such services to the Authority only to the extent that such utility services are in turn provided by the Authority to facilities located upon real property located within the Authority's research and development park (as its boundaries shall exist from time to time) and, then, only to the extent that such real property is legally restricted (by recorded restrictive covenants or otherwise) and actually devoted to uses directly related to or incidentally permitted in, or which incidentally provide support services to the Authority's contemplated university-related research and development park. To the extent that the land and facilities to which utility services are to be provided by the University to the Authority pursuant to this Contract are, in fact, included within the boundaries of the Authority's research and development park and the use of such land is, in fact, legally restricted to research and development park and incidentally-related uses as aforesaid, the covenants and agreements contained in this Contract shall be deemed to be covenants running with the land and facilities, respectively, benefited and burdened thereby and shall be

binding upon and inure to the benefit of the successors in title to such lands and facilities to the fullest extent permitted by law. It is expressly provided, however, that to the extent that the lands and facilities located within the Authority's contemplated research and development park shall be owned by parties other than the Authority and such lands are authorized by the Authority to be developed and operated by such parties as an integral part of or so as to provide incidental support services or facilities to the Authority's research and development park, said lands and facilities and the owner or owners of such lands and facilities shall have and be entitled to the benefits of the provisions of Paragraph 4 of this Contract to the extent and only to the extent that such owner or owners assume and agree to be bound by and, in fact, perform and fulfill the concomitant duties and obligations of the Authority provided in said Paragraph 4 in the same proportion that the services provided to said lands, facilities and owners pursuant to this Contract bears to the total of all services provided pursuant to this Contract. Notwithstanding any provision of this Contract to the contrary, nothing herein contained shall be construed as expressly or impliedly imposing upon the University an obligation on its part to provide sewage treatment and disposal services or water supply and treatment services to any lands or facilities the uses of which are predominantly commercial or residential in character except to the extent that the University and the Authority shall mutually agree that such commercial or residential uses are directly related to or directly in support of the development and operation of the Authority's research and development park and the research and development activities contemplated to be conducted therein.

12. Initial Boundaries of Authority's Research and Development Park - Lands to be Served. It is the intention of the parties that this Contract shall, from time to time,

facilitate the delivery of sewage collection, treatment and disposal services and water supply treatment and distribution services to all lands and facilities which are, from time to time, included within the Authority's research and development park whether or not such lands are owned by the Authority or third party users or developers. The parties understand and agree that the actual boundaries of the lands comprising the Authority's research and development park shall be subject, from time to time, to such alterations, expansions or contractions as the Authority, in its sole discretion, shall determine. It is agreed, however, that the boundaries of the lands which may be initially included within the Authority's research and development park and provided utility services pursuant to this Contract are those described on Exhibits "A," "B" and "C" attached to and forming a part of this Contract. As hereinabove stated, the lands described on Exhibit "A" are to be purchased and initially owned by the Authority itself and the lands described on Exhibit "B" are to be leased and controlled by the Authority itself. It is understood, however, that the lands described on Exhibit "C," though included within the boundaries of the Authority's research and development park, are currently owned by William A. Tate, as Trustee, and may hereafter be developed by him or his successors in interest as a part of the Authority's research and development park pursuant to certain agreements between him and the Authority which are deemed to be beneficial to the Authority, and it is agreed that such lands, to the extent that they shall so qualify pursuant to the provisions of Paragraph 10 of this Contract, shall be entitled to the benefits and shall be subject to the burdens of this Contract notwithstanding that they are not contemplated to, and may, in fact, never be owned or developed by the Authority.

13. Term. This Contract shall remain in full force and effect until terminated by the mutual consent of the parties

hereto and their respective successors and assigns.

14. Integrated Contract, Waiver and Modification. This Contract represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in the transaction and business relationship contemplated herein and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, shall be binding on either party hereto. This contract may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.

15. Governing Law and Binding Effect. This Contract and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

UNIVERSITY OF CENTRAL FLORIDA

ORANGE COUNTY RESEARCH AND
DEVELOPMENT AUTHORITY

By: James B. Bell

President

By: Seamus Egan

Chairman

Attest: Mary J. Hearn

Attest: Bruce D. Morris

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this
21st day of December, 1981 by James Colburn
President and Mary Jean Secretary of
of the UNIVERSITY OF CENTRAL FLORIDA, an Agency
organized and existing under the laws of the State of Florida
on behalf of said university.

Joan S. Doggett
Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 14, 1985
Bounded Three Terry Fain - Insurance, Inc.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this
21st day of December, 1981 by Leslie Ellis
Chairman and Bill Morris Vice Chairman of
the ORANGE COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a
research and development authority organized and existing under
the laws of the State of Florida on behalf of said Authority.

Joan S. Doggett
Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 14, 1985
Bounded Three Terry Fain - Insurance, Inc.

CMIT PROPERTYPARCEL A:

Begin at the Southwest corner of the SE 1/4 of Section 10, Township 22 South, Range 31 East, run thence N 00 degrees 09 minutes 50 seconds E along the west line of said SE 1/4 a distance of 1359.46 feet to the Southwest corner of the W 1/2 of the NW 1/4 of the SE 1/4 of said Section 10, thence N 89 degrees 13 minutes 03 seconds E, a distance of 689.69 feet to the Southeast corner of said W 1/2 of the NW 1/4 of the SE 1/4, thence N 00 degrees 03 minutes 46 seconds W a distance of 1350.20 feet to the Northeast corner of said W 1/2 of the NW 1/4 of the SE 1/4, thence N 89 degrees 58 minutes 41 seconds E along the north line of the SE 1/4 of said Section 10, a distance of 2052.31 feet to the Northeast corner of said SE 1/4, thence N 89 degrees 36 minutes 39 seconds E along the north line of the SW 1/4 of Section 11, Township 22 South, Range 31 East a distance of 1944.25 feet, thence S 00 degrees 11 minutes 40 seconds E a distance of 912.43 feet to a point on the North Line of Bonneville Section 2, as recorded in Plat Book "W" on page 111, Public Records of Orange County, Florida; thence along the Northerly and Westerly boundary of Bonneville Section 2, the following courses and distances S 89 degrees 48 minutes 20 seconds W, 1040.0 feet to the Northwest corner of said Bonneville Section 2; thence S 00 degrees 11 minutes 40 seconds E a distance of 351.0 feet to the P.C. of a curve concave Easterly, having a radius of 1210.93 feet, run thence Southerly along the arc of said curve, through a central angle of 45 degrees 00 minutes 00 seconds a distance of 951.05 feet to the P.T., thence S 45 degrees 11 minutes 40 seconds E a distance of 579.20 feet, thence S 00 degrees 11 minutes 40 seconds E a distance of 115.28 feet to the Southwest corner of said Bonneville Section 2, thence departing from said Bonneville Section 2, run thence S 89 degrees 32 minutes 24 seconds W along the north line of Section 14, Township 22 South, Range 31 East a distance of 311.06 feet to the Northeast corner of the NW 1/4 of the NW 1/4 of said Section 14, thence S 00 degrees 16 minutes 25 seconds W a distance of 1293.71 feet to the Southeast corner of said NW 1/4 of the NW 1/4 thence S 89 degrees 55 minutes 27 seconds E a distance of 681.90 feet to the Southeast corner of the W 1/2 of the NE 1/4 of said Section 14, thence 00 degrees 02 minutes 53 seconds E along the east line of said NW 1/4 a distance of 522.42 feet to an intersection with a westerly extension of the South line of Lot 13, Block A of Bonneville Section 1, as recorded in Plat Book "W," on page 90, Public Records of Orange County, Florida, thence N 89 degrees 49 minutes 30 seconds E along said extension a distance of 151.81 feet to the Southeast corner of said Lot 13, said point being the P.C. curve concave Easterly having a radius of 184.0 feet, run thence along the arc of said curve and the Westerly right-of-way line of Bonneville Drive through a central angle of 90 degrees 00 minutes 00 seconds a distance of 289.03 feet to the Point of Reverse Curve, said curve being concave westerly having a radius of 118.24 feet, thence run along the arc of said curve and the westerly line of Bonneville Drive, through a central angle of 89 degrees 59 minutes 50 seconds a distance of 185.73 feet to the P.T. and the Northeast corner of Lot 1, Block 101, Palm Lakes Estates Fifth Addition, as recorded in Plat Book "U," on page 85, Public Records of Orange County, Florida, thence S 89 degrees 49 minutes 20 seconds W a distance of 160.0 feet to the Northwest corner of said Lot 1, Block 101, thence S 00 degrees 10 minutes 40 seconds E along the West line of said Palm Lakes Estates, Fifth Addition, a distance of 781.50 feet, thence S 89 degrees 49 minutes 20 seconds W a distance of 4394.43 feet to a point on the East line of the W 1/4 of the NE 1/4 of Section

15, Township 22 South, Range 31 East, thence N 00 degrees 15 minutes 00 seconds W along the east line of the W 1/4 of the NE 1/4 of Section 15 to intersection with the northerly right-of-way line of Lakanosta Trail as shown on the plat of University South Unit One as recorded in Plat Book 5, page 86, of the Public Records of Orange County, Florida, thence run Northwesterly along said Northerly right-of-way line to its intersection with the North line of said NE 1/4 of Section 15; thence run East along said North line to the point of beginning.

PARCEL B

That portion of the West 1/2 of Section 14, Township 22 South, Range 31 East, lying South of a line described as follows:

From the Northwest corner of said Section 14, run thence S 00 degrees 43 minutes 30 seconds W along the West line of said Section 14 a distance of 1821.83 feet to point of beginning, thence N 89 degrees 49 minutes 20 seconds E a distance of 2349.74 feet, more or less, to a point on the West line of Palm Lake Estates, Fifth Addition, as recorded in Plat Book "U," on Page 85, Public Records of Orange County, Florida, at a point lying 781.50 feet S 00 degrees 10 minutes 40 seconds E from the Northwest corner of Lot 1, Block 101,

(Less Palm Lake Estates, Fifth Addition); and (Less the East 3/4 of the SE 1/4 of the SW 1/4 of said Section 14).

And also,

That portion of Section 23, Township 22 South, Range 31 East Described as:

The East 115.05 feet of the West 200 feet of the W 1/2 of the E 1/2 of the NW 1/4 of the NW 1/4, and the West 84.95 feet of the North 1045.21 feet of the W 1/2 of the E 1/2 of the NW 1/4 of the NW 1/4, and the West 84.95 feet of the W 1/2 of the E 1/2 of the NW 1/4 of the NW 1/4 (less the North 1045.21 feet).

And also,

That portion of the East 3/4 of the NE 1/4 of Section 15, Township 22 South, Range 31 East, lying South of a line described as follows:

From the Northeast corner of said Section 15, run S 00 degrees 43 minutes 30 seconds W along the East line of said Section 15 a distance of 1821.28 feet, more or less, thence S 89 degrees 49 minutes 20 seconds W a distance of 2044.69 feet, more or less, to a point on the West line of said East 3/4 of the NE 1/4 at a point 1736.30 feet South of the North line of said Section 15.

And also,

The NW 1/4 of the SE 1/4 of said Section 15,

And also,

The SE 1/4 of the NE 1/4 of the SW 1/4 of said Section 15,

And also,

The West 1/2 of the East 1/2 of the SW 1/4 of the SE 1/4 of said Section 15,

And also,

The SW 1/4 of the SW 1/4 of the SE 1/4 of said Section 15.

Subject to easements of record.

PARCEL C

The West 1/2 of the NE 1/4 and the West 1/2 of the SE 1/4 of Section 11, Township 22 South, Range 31 East, (less that portion platted as Bonneville Section 1, as recorded in Plat Book "W," on page 90, Public Records of Orange County, Florida, and, less that portion platted as Bonneville Section 2, as recorded in Plat Book "W," on Page 111, Public Records of Orange County, Florida, and (less that portion platted as Palm Lakes Estates, First Addition, as recorded in Plat Book "U," on Page 72, Public Records of Orange County, Florida).

And Also,

The SE 1/4 of the SE 1/4 of said Section 11, (less that portion platted as Palm Lakes Estates, First Addition, as recorded in Plat Book "U," on page 72, Public Records of Orange County, Florida, and less right-of-way for Percival Road).

And also,

That portion of the SW 1/4 of said Section 11, lying Easterly and Southerly of the Easterly and Southerly lines of the following described land: Beginning at a point which is S 89 degrees 41 minutes 06 seconds W 767.39 feet and N 00 degrees 02 minutes 59 seconds W, 1730.68 feet from the South 1/4 corner of said Section 11, run thence N 00 degrees 02 minutes 59 seconds W 912.43 feet, more or less, to a point on the North line of said SW 1/4, thence Easterly along the North line of the SW 1/4 a distance of 660 feet, thence S 00 degrees 02 minutes 59 seconds E a distance of 914.96 feet, more or less, thence S 89 degrees 51 minutes 01 seconds W, 660 feet to the point of beginning.

And only that portion of the SW 1/4 of said Section lying Easterly and Southerly of the Easterly and Southerly line of Bonneville Section 2, as recorded in Plat Book "W," on page 111, Public Records of Orange County, Florida, and lying North of the North line of Bonneville Section 1, as recorded in Plat Book "W," on page 90, Public Records of Orange County, Florida.

PARCEL D

The NE 1/4 of Section 2, Township 22 South, Range 31 East,

And also that portion of the West 1/2 of Section 1, Township 22 South, Range 31 East, lying West of Tanner Road and North of Palm Lake Estates, Fourth Addition, as recorded in Plat Book "U," on page 91, Public Records of Orange County, Florida, and North of Palm Lake Estates, Second Addition, as recorded in Plat Book "U," on page 83, Public Records of Orange County, Florida.

LEASED PROPERTY

Beginning at a point 40 feet, S 0 degrees 43 minutes 10 seconds E of the North 1/4 corner of Section 2, Township 22 South, Range 31 E, run thence S 0 degrees 43 minutes 10 seconds E, 3636.10 feet to a point, said point being located 1437.01 feet from the South 1/4 corner, Section 2, Township 22 South, Range 31 E, at a bearing of N 0 degrees 43 minutes 10 seconds W, thence run due West a distance of 3107.81 feet to a point on an arc concave to the West, said point being 1200 feet Easterly on a radius from the center of the Campus, run thence Northerly a;pmg saod arc a dostance pf 617.68 feet to a point, said point being 1200 feet Easterly on a radius from the center of Campus, run thence N 67 degrees 41 minutes 19 seconds E a distance of 1019.23 feet along said radius line extended to a point, thence run due North a distance of 500 feet, thence run N 36 degrees 52 minutes 12 seconds W a distance of 2500 feet, thence run due North a distance of 1107.45 feet to a point in the south line of McCulloch Road, run thence N 89 degrees 36 minutes 00 seconds E along said south line of McCulloch Road a distance of 1048.16 feet to a point, run thence N 89 degrees 32 minutes 43 seconds E along the south line of McCulloch Road 3654.63 feet to the North-South 1/4 Section line of Section 2, Township 22 South, Range 31 East, said point being S 0 degrees 43 minutes 10 seconds E of the N 1/4 corner of said Section 2, also being the point of beginning.

TATE PROPERTY

The East 1/2 of the West 1/2 of NE 1/4 of SW 1/4, Section 10, Township 22 South, Range 31 East. (Less South 33 feet thereof for public road right-of-way).

The East 1/2 of the NE 1/4 of SW 1/4, Section 10, Township 22 South, Range 31 East. (Less South 33 feet thereof for public road right-of-way).

The West 1/4 of the NE 1/4 of the SW 1/4, Section 10, Township 22 S, Range 31 E, and

A strip of land beginning at the SW corner of the W 1/4 of the W 1/4 of the NE 1/4 of the SW 1/4, Section 10, Township 22 S, Range 31 E; run thence West to the intersection of an extension of said South line of said above-described 10 acres, and the Eastern boundary of Alafaya Trail; a distance of 60 feet; run thence East parallel with the South line of said above described 10 acres, to the Western boundary of said above-described 10 acres; run thence south to the SW corner of said above-described 10 acres to the POB, otherwise described as the South 60 feet of that part of the NW 1/4 of the SW 1/4 of Section 10, Township 22 S, Range 31 E, lying East of Alafaya Trail.

All above-described property is in Orange County, Florida.

West 1/2 of Northwest 1/4 of Southeast 1/4, Section 10, Township 22 South, Range 31 East.

RECORDED & RECORD VERIFIED

Thomas H. Baker

County Comptroller, Orange Co., Fla.

EXHIBIT "C"

2242743

ORANGE
CO., FL

DEC 20 4 10 PM '84

3589 PG 981

3700

FIRST ADDENDUMTO UTILITY SERVICE CONTRACT

THIS FIRST ADDENDUM is made as of this 26th day of November, 1984 by and between the UNIVERSITY OF CENTRAL FLORIDA, acting for and on behalf of the Board of Regents of the State of Florida (hereinafter referred to as the "University") and the ORANGE COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a research and development authority organized and existing under the laws of the State of Florida (hereinafter referred to as the "Authority").

W I T N E S S E T H:

WHEREAS, the Authority and the University are parties to a Utility Service Contract dated March 13, 1981 (hereinafter referred to as the "Utility Contract") in which the University has committed to make available to the Authority two hundred twenty-five thousand (225,000) gallons per day of sewage treatment and disposal capacity at the University's sewage treatment and disposal facility (hereinafter referred to as the "University Facility"); and

WHEREAS, in reliance upon the University's commitment to provide such sewage treatment and disposal capacity, the Authority has developed and sold lands in the Central Florida Research Park and has committed to provide sewer utility service to the purchasers of said lands; and

WHEREAS, the DER has determined that modifications are necessary to make the University Facility operate at a capacity of five hundred thousand (500,000) gallons per day; and

WHEREAS, the University is currently operating the University Facility under a Consent Order issued by the State of Florida Department of Environmental Regulation (hereinafter referred to as the "DER") on May 11, 1984 (hereinafter referred to as the "Consent Order"); and

WHEREAS, the Consent Order requires that the University modify the existing treatment plant and expand the existing

This instrument was prepared by and

should be returned to

MICHAEL RYAN

Lowndes, DeLoach, Roper & Kantor

Prof's in the Institution

215 North Eola Drive

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Orlando, Florida 32802

wastewater effluent disposal system of the existing University Facility in accordance with plans approved by the DER (hereinafter referred to as the "Improvements"); and

WHEREAS, the cost to the University to make these Improvements exceeds the University's budget and no source of funds is readily available to the University to pay such excess within the reasonably foreseeable future; and

WHEREAS, a delay in completion of the Improvements that are required by the Consent Order will result in a moratorium on sewer connections to the University Facility; and

WHEREAS, a moratorium on sewer connections to the University Facility will seriously impair the Authority's ability to provide sewer service to its purchasers and to sell lands in the Central Florida Research Park; and

WHEREAS, the University has requested that the Authority purchase and contribute to the University certain equipment which is required in order to complete the Improvements, a tentative listing of which is attached hereto as Exhibit "A" and made a part hereof (hereinafter referred to as the "Equipment"); and

WHEREAS, the University has agreed to reimburse the Authority for the Authority's costs incurred in connection with its purchase of the Equipment; and

WHEREAS, it is in the best interests of the University and of the Authority that the Improvements to the University Facility be completed as soon as reasonably possible;

NOW THEREFORE, in consideration of the premises hereof and of the mutual covenants herein contained, the Authority and the University do hereby covenant, stipulate and agree as follows:

1. University Representations and Warranties. The University hereby represents and warrants to the Authority as follows:

A. That the construction of the Improvements to the University Facility is proceeding and will be completed in accordance with all requirements of the Consent Order, as now

existing or hereafter modified, and of the plans and specifications for such Improvements approved by the DER.

B. That the University has budgeted and set aside ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) to complete and pay for the installation of the Equipment and the completion of the Improvements.

C. That upon completion of the Improvements the University Facility will have a design treatment and disposal capacity of five hundred thousand (500,000) gallons per day.

D. That the University anticipates that its sewage treatment and disposal needs for the foreseeable future will not exceed two hundred seventy-five thousand (275,000) gallons per day of capacity and believes that there will exist within the University Facility the two hundred twenty-five thousand (225,000) gallons per day of capacity allocated to the Authority by virtue of the Utility Contract.

E. That the University Facility is treating and disposing of a current average daily flow of approximately two hundred thirty-seven thousand (237,000) gallons per day of wastewater, of which flow approximately twenty-five thousand (25,000) gallons per day is attributable to the Research Park.

F. That the University has the power and authority to enter into this Agreement.

2. Installation of Equipment and Construction of Improvements. The Authority will purchase the Equipment at the Authority's expense and will arrange for delivery of the Equipment to the University as soon as reasonably possible. The University will install the Equipment and will diligently proceed hereafter to complete the installation and construction of all the Improvements at the University's sole cost and expense in accordance with the requirements of the Consent Order and the plans and specifications approved by the DER. To this end, the University has entered into a contract for such installation and

construction and has budgeted and set aside moneys to complete such installation and construction. Upon and after delivery of the Equipment to the University, the Equipment shall be secured, kept, repaired, replaced and maintained by the University at the University's sole cost and expense and shall be and become from the date of delivery the property of the University.

3. Reimbursement of Authority. The University shall fully reimburse the Authority for the aggregate of all expenses incurred by the Authority in connection with the purchase and delivery of the Equipment to the Authority, including all costs related thereto (hereinafter together referred to as the "Authority's Cost"). It is currently estimated that the total Authority's Cost will not exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00); the actual items of Equipment and the total Authority's Cost shall be calculated by the Authority and acknowledged in writing by the University upon request of the Authority, in the form attached hereto as Exhibit "B." The University agrees that the "Service Rates and Charges" which are hereafter payable by the Authority to the University from time to time for sewer and water service pursuant to Paragraph 8 of the Utility Contract, shall be invoiced to the Authority in their normal course, but shall not be paid by the Authority until the University has fully satisfied its obligation to reimburse the Authority for the Authority's Cost. All such Service Rates and Charges accruing from time to time shall instead be credited and applied against the amount of the required reimbursement.

4. University Commitment of Capacity. Notwithstanding anything in the Utility Contract or any other agreement to the contrary, the University hereby agrees and covenants with the Authority that until full reimbursement to the Authority for the Authority's Cost as required by Paragraph 3 above, the University shall not connect or allow to be connected to the University Facility any projects or uses which will cause the total treatment and disposal capacity, which is now or hereafter

allocated from the University Facility for University purposes or for any project or use other than the Authority or the Authority's designees, to exceed two hundred seventy-five thousand (275,000) gallons per day. The intent of this provision is to assure the Authority of its right to use and allocate to its Central Florida Research Park users the two hundred twenty-five thousand (225,000) per day of capacity previously allocated to the Authority under the Utility Contract. In the event that any question or dispute arises as to amount of capacity allocated to a particular project or use, the number of gallons per day allocated by DER to such project or use, if any, shall control; if the DER does not allocate any such capacity to a particular University project or use, then the amount of capacity allocated shall be determined by mutual agreement of the Authority's and University's engineers. If the Authority's and University's engineers shall be unable to reach agreement, each shall choose a mutually acceptable third engineer whose decision shall be final. The University agrees to notify the Authority in writing of the existence of all such new projects or uses prior to the time that it commits to permit the connection of such project or use to the University Facility and to promptly provide the Authority with all information regarding such project or use as may be requested by the Authority in order to assist the Authority and its engineers in determining the capacity allocation. In any event, the University agrees to provide and deliver to the Authority copies of all monthly DER operating reports for the University Facility at the same time that such reports are delivered to DER.

5. Term. This Agreement shall remain in full force and effect until terminated by the mutual consent of the parties hereto and their respective successors and assigns.

6. Waiver and Modification. Except to the extent that the Utility Contract is modified and amended hereby, the Utility Contract shall remain in full force and effect in accordance with

its terms. This Contract may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.

7. Governing Law and Binding Effect. This Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

UNIVERSITY OF CENTRAL FLORIDA

ORANGE COUNTY RESEARCH AND
DEVELOPMENT AUTHORITY

By: Levon Colbourn
President

By: Leslie L. Ellis
Chairman

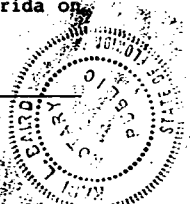
Attest: Mildred A. Kennedy

Attest: John R. Batts

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26th day of November, 1984 by Levon Colbourn as President, and Mildred A. Kennedy as Secretary of the UNIVERSITY OF CENTRAL FLORIDA, a university organized and existing under the laws of the State of Florida on behalf of said university.

Kari L. Baird
Notary Public
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Oct. 29, 1983
Repealed This Day from Database, etc.



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of November, 1984 by Leslie L. Ellis as Chairman, and John R. Batts of the ORANGE COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a

3589 PG 987

research and development authority organized and existing under the laws of the State of Florida on behalf of said authority.

Etta Jean Smith
Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 7, 1986
Succession Trust Trust Company, Inc.

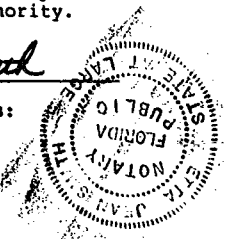


EXHIBIT "A"

ENGINEER'S COST ESTIMATE

UNIVERSITY OF CENTRAL FLORIDA WASTEWATER TREATMENT PLANT

EQUIPMENT LIST

ITEM	TOTAL ESTIMATED COST
A. Items which will definitely be purchased by Authority:	
1. Filtration Units (2)	\$ 110,000.00
2. Filter Supply Pumps (2)	20,000.00
3. Surge Tank	70,000.00
4. Flow Splitter Box	5,000.00
B. Items which may be purchased by Authority*	
1. Turbidity Meter	\$ 7,000.00
2. Chlorine Analyzer	5,000.00
3. Holding Pond Liner	<u>18,000.00</u>
TOTAL	\$ 235,000.00

*NOTE: Pending results of cost analysis resulting from the University's contract bidding procedure and pending decisions from FDER.

EXHIBIT "B"

The University of Central Florida (the "University") hereby acknowledges, pursuant to the "First Addendum to Utility Service Contract" between the University and the Orange County Research and Development Authority (the "Authority"), that the University has been delivered by the Authority the following items of Equipment:

Item:

Cost

The University further acknowledges that the total Authority Cost incurred by the Authority in connection with its purchase of such Equipment, and the amount that the University is required to reimburse the Authority pursuant to said First Addendum to Utility Service Contract, is \$ _____.

UNIVERSITY OF CENTRAL FLORIDA

ORANGE COUNTY RESEARCH AND
DEVELOPMENT AUTHORITY

DO NOT EXECUTE
By: THIS EXHIBIT

DO NOT EXECUTE
By: THIS EXHIBIT

RECORDED & RECORD VERIFIED

Thomas H. Miller
County Comptroller, Orange Co., Fla.

SECOND ADDENDUM

TO UTILITY SERVICE CONTRACT

CR 740-10218

THIS SECOND ADDENDUM is made as of this 2nd day of May, 1985 by and between the UNIVERSITY OF CENTRAL FLORIDA, acting for and on behalf of the Board of Regents of the State of Florida (hereinafter referred to as the "University") and the ORANGE COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a research and development authority organized and existing under the laws of the State of Florida (hereinafter referred to as the "Authority").

W I T N E S S E T H:

WHEREAS, the Authority and the University are parties to a "Utility Service Contract" dated March 13, 1981, a Memorandum of which is recorded on January 29, 1982 in Official Records Book 3256, Page 1859, as amended and supplemented by a "First Addendum to Utility Service Contract" dated November 26, 1984 and recorded on December 20, 1984 in Official Records Book 3589, Page 981 of the Public Records of Orange County, Florida (hereinafter respectively referred to as the "Utility Contract" and the "First Addendum"); and

WHEREAS, the University has agreed in the Utility Contract and First Addendum to make available to the Authority 225,000 gallons per day of sewage treatment and disposal capacity at the University's sewage treatment and disposal facility (hereinafter referred to as the "University Facility"), and to modify the existing treatment plant and expand the existing wastewater effluent disposal system of the existing University Facility in accordance with plans approved by the Department of Environmental Regulation of the State of Florida (hereinafter referred to as the "Improvements"); and

WHEREAS, further delay in the completion of the Improvements will seriously impair the Authority's ability to provide sewer service to its purchasers and to sell lands in the Central Florida Research Park; and

Florida	=	Paid	THOMAS H. LOCKER,
Rec Fee	\$	29.00	Orange County
Doc Tax	\$		Comptroller
Int Tax	\$		By <u>7/9/85</u>
Total	\$	29.00	Deputy Clerk

This instrument was prepared by and should be returned to
MICHAEL RYAN
Lowndes, Drosdick, Doster, Kantor & Reed
Professional Association
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802

WHEREAS, the Authority has requested, and the University has agreed, that the Authority be granted joint authority over the design, construction, testing and governmental approvals required in order to complete the Improvements; and

WHEREAS, the University has agreed to reimburse the Authority for the Authority's costs incurred in connection with such work, when such costs are authorized in advance by the University.

NOW THEREFORE, in consideration of the premises hereof and of the mutual covenants herein contained, the Authority and the University do hereby covenant, stipulate and agree as follows:

1. Grant of Authority. The University hereby grants to the Authority the right, power and authority to complete the design, construction, installation, testing and obtaining of governmental approvals required in order to complete the Improvements, including the following:

A. The Authority, its employees, consultants and independent contractors, shall have the right to enter upon University lands and within the University Facility as necessary or helpful in accomplishing the completion of the Improvements as authorized by the University; and

B. The Authority may supervise, manage and direct the contractors retained by the University to construct and install the Improvements; and

C. The Authority may supervise, manage and direct the installation of the Equipment which has been purchased by the Authority pursuant to the First Addendum, and all other equipment now or hereafter purchased by the University or the Authority in order to complete the Improvements as authorized by the University; and

D. The Authority may purchase and install additional equipment as necessary and as authorized by the University to complete the Improvements; and

E. The Authority may enter into contracts for the

design, construction and testing of the Improvements on such terms and with such parties as the Authority and the University may, deem best able to expeditiously complete the Improvements in a good and workmanlike fashion and in accordance with requirements of all governmental authorities having jurisdiction thereof; and

F. The Authority may modify as authorized by the University the design and plans of the Improvements as may be necessary in order to comply with the regulations and requirements of the State of Florida Department of Environmental Regulation (hereinafter referred to as the "DER") and other applicable governmental agencies; and

G. The Authority may negotiate with, make submittals to, request permit modifications from, and otherwise coordinate in every reasonable way with the DER on behalf of, and together with the University, in order to obtain DER approval of the Improvements; and

H. The Authority may expand the effluent disposal areas as presently planned onto adjacent University lands if the Authority's engineers (after consultation with University officials) determine after appropriate testing that such expansion is necessary in order to accommodate five hundred thousand (500,000) gallons per day of effluent disposal capacity in compliance with applicable DER regulations and requirements; provided, however, that the location of the areas of expansion will be subject to approval by the University.

2. Reimbursement of Authority. The University shall fully reimburse the Authority for the aggregate of all reasonable expenses incurred by the Authority in connection with its completion of the Improvements (hereinafter referred to as the "Authority's Costs"). The Authority will invoice the University on or before the fifteenth (15th) day of each month hereafter for the Authority's Costs incurred by the Authority during the

previous calendar month. The University shall reimburse the Authority in cash within thirty (30) days after receipt of each such invoice for the full amount of such invoice, until the University has depleted and paid out to the Authority all monies, which have been budgeted by, or are otherwise available to, the University for such improvements. After all of such budgeted and available funds have been paid out to the Authority, the University will pay the Authority all of such Authority's Costs when and as funds become available to the University for such payment. The University agrees that the "Service Rates and Charges" which are hereafter payable by the Authority to the University from time to time for sewer and water service pursuant to Paragraph 8 of the Utility Contract, shall be invoiced to the Authority in their normal course, but shall not be paid by the Authority until the University has fully satisfied its obligation to reimburse the Authority for the Authority's Costs. All such Service Rates and Charges accruing from time to time shall instead be credited and applied against the aggregate amount of the unreimbursed Authority's Costs.

3. University Commitment of Capacity. Notwithstanding anything in the Utility Contract or any other agreement to the contrary, the University hereby agrees and covenants with the Authority that until full reimbursement to the Authority for the Authority's Cost as required by Paragraph 2 of this Second Addendum, the University shall not connect or allow to be connected to the University Facility any projects or uses which will cause the total treatment and disposal capacity, which is now or hereafter allocated from the University Facility for University purposes or for any project or use other than the Authority or the Authority's designees, to exceed 275,000 gallons per day. The intent of this provision is to assure the Authority of its right to use and allocate to its Central Florida Research Park users the 225,000 gallons per day of capacity previously allocated to the Authority under the Utility Contract and the

First Addendum. In the event that any question or dispute arises as to amount of capacity allocated to a particular project or use, then the number of gallons per day allocated by DER to such project or use, if any, shall control; if the DER does not allocate any such capacity to a particular University project or use, then the amount of capacity allocated shall be determined by mutual agreement of the Authority's and University's engineers. If the Authority's and University's engineers shall be unable to reach agreement, each shall choose a mutually acceptable third engineer whose decision shall be final. The University agrees to coordinate with the Authority and advise the Authority of all new requirements for facility use by the University so that capacity allocations can be monitored. The University agrees to provide the Authority copies of all monthly DER operating reports at the same time such reports are provided to DER and with such information regarding new facility use by the University as may be reasonably requested by the Authority.

4. University's Cooperation. The University agrees that it will fully cooperate with, support, and to the extent of its available resources assist financially in the Authority's completion of the Improvements. The University represents that it has budgeted sufficient monies to pay for, and will timely pay, the full amount of the construction costs to be incurred by the University in connection with its letting of a construction contract with respect to the Improvements. In the event that DER permit applications, letters of authority, or other documentation is required from the University in order to assist in the completion of the Improvements, the University agrees that it will execute and deliver such documentation as may be reasonably requested by the Authority, provided that such documentation is within the power and authority of the University and does not expose the University to unreasonable risk of liability.

5. Completion of the Improvements. The Improvements will not be deemed "complete" within the meaning of this Second

Addendum until such construction has been completed as necessary to modify and expand the University Facility so as to permit five hundred thousand (500,000) gallons per day of treatment and disposal capacity within the University Facility, and the Authority's engineers have determined that such modifications are in substantial compliance with all DER regulations and requirements.

6. University Representative. The University hereby appoints V. P. for Business Affairs or designee as the University Representative for purposes of all approvals, authorizations, consultations and coordination required from or with the University by this Second Addendum. The University Representative shall have the authority to represent the University with respect to all such approvals, authorizations, consultations and coordination. The University may from time to time change the University Representative upon written notice to the Authority.

7. Term. This Agreement shall remain in full force and effect until terminated by the mutual consent of the parties hereto and their respective successors and assigns.

8. Waiver and Modification. Except to the extent that the Utility Contract and First Addendum is modified and amended hereby, the Utility Contract and First Addendum shall remain in full force and effect in accordance with its terms. This Second Addendum may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.

9. Governing Law and Binding Effect. This Second Addendum and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the

State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

UNIVERSITY OF CENTRAL FLORIDA

ORANGE COUNTY RESEARCH AND
DEVELOPMENT AUTHORITY

By: Trevor Colbourn
Trevor Colbourn, President

By: Leslie L. Ellis
Leslie L. Ellis, Chairman

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of May, 1985, by Trevor Colbourn, as President, of the UNIVERSITY OF CENTRAL FLORIDA, a university organized and existing under the laws of the State of Florida on behalf of said university.

Virginia P. Hunt
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large.
My Commission Expires March 8, 1986
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of May, 1985 by Leslie L. Ellis, as Chairman, of the ORANGE COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, a research and development authority organized and existing under the laws of the State of Florida on behalf of said authority.

Virginia P. Hunt
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large.
My Commission Expires March 8, 1986
Bonded by American Fire & Casualty Co.

003743 150224

RECEIVED & RECORDED

Thomas J. Smith
County Clerk, Orange Co., FL

10.50
This instrument prepared by
and return to:

JACQUELINE BOZZUTO, ESQ.
BAKER & HOSTETLER LLP
2300 SunTrust Center
200 South Orange Avenue
Post Office Box 112
Orlando, Florida 32802
(407) 649-4000



Orange Co FL 1997-0222661
062097 03:28:33pm
OR Bk 5277 Pg 3204
Rec 10.50

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Orange

BEFORE ME, the undersigned authority, personally appeared JOE WALLACE (the "Affiant"), who being by me first duly sworn, on oath deposes and states as follows:

1. The undersigned is over the age of eighteen years.
2. The Affiant is the Executive Director of Orange County Research and Development Authority.
3. That on March 13, 1981 the University of Central Florida, acting for and on behalf of the Board of Regents of the State of Florida (the "University") and Orange County Research and Development Authority, a research and development authority organized and existing under the laws of the State of Florida (the "Authority") entered into that certain Memorandum of Utility Service Contract, which Contract was recorded in Official Records Book 3256, Page 1859 of the Public Records of Orange County, Florida (the "Service Contract").
4. Pursuant to paragraph 1 of the Service Contract, the University agreed to make available to the Authority 225,000 gallons per day of sewage treatment and disposal capacity.
5. On November 26, 1984 the University and the Authority entered into that First Addendum to Utility Service Contract, recorded in Official Records 3589, Page 981 of the Public Records of Orange County, Florida (the "First Addendum").
6. Pursuant to the First Addendum, the Authority agreed to purchase certain equipment described in the First Addendum (the "Equipment") and deliver the equipment to the University to allow the University to modify the existing sewage treatment plant and expand the then existing waste water effluent disposal system at the existing University facility in accordance with a consent order with the Department of Environmental Regulations. The University agreed to reimburse the Authority for the Authority's costs incurred in connection with its purchase of the Equipment. The University agreed that the service rates and changes which were thereafter payable by the Authority to the University from time-to-time for sewer and water service pursuant to paragraph 8 of the Service Contract would be invoiced. However, such service rates and changes would be credited and applied against the amount of the required reimbursement to the Authority.
7. On May 2, 1985 the University and the Authority entered into that Second Addendum to Utility Service Agreement recorded in Official Records Book 3743, Page 218 of the Public Records of Orange County, Florida (the "Second Addendum").

8. Pursuant to the Second Addendum, the Authority was granted the right, power and authority to complete the design, construction, installation, testing and obtaining of all governmental approvals required in order to complete all necessary improvements to the existing treatment plant and expansion of the existing waste water effluent disposal systems (the "Improvements"). The University, pursuant to paragraph 2, agreed to fully reimburse the Authority for the aggregate of all reasonable expenses incurred by the Authority in connection with the purchase of the Equipment and completion of the Improvements.

9. The Affiant is familiar with the terms and conditions of the Service Contract, the First Addendum and the Second Addendum and the rights and obligations of the Authority thereunder.

10. The Authority has fully completed all of its obligations pursuant to the First Addendum and Second Addendum with regard to the purchase of the Equipment and the completion of the Improvements. In addition, the Authority has been reimbursed in full for all of its payments in connection with the purchase of Equipment and construction of the Improvements.

11. Affiant acknowledges that this Affidavit will be relied upon by Baker & Hostetler LLP; Drage, deBeaubien, Knight, Simmons, Romano & Neal; and Chicago Title Insurance Company in connection with the issuance of an owner's, optionee and mortgagee title insurance policies as such policies relate only the First Addendum and Second Addendum.

FURTHER AFFIANT SAYETH NAUGHT.

Joe Wallace, as Executive Director
JOE WALLACE

STATE OF FLORIDA)
COUNTY OF Orange) SS.

The foregoing instrument was acknowledged before me this 18th day of June, 1997, by JOE WALLACE, [✓] who is personally known to me or [] who produced _____
(type of identification) as identification.

(NOTARY SEAL)  MICHAEL RYAN
MY COMMISSION # CC328998 EXPIRES
October 31, 1997
BONDED THRU TROY PAIR INSURANCE, INC.

Michael Ryan
Notary Public
MICHAEL RYAN
Name printed or typed
Commission Number: _____
My Commission Expires: _____

SATAURUSBARNETT/AFFIDAVIT.WAL
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C.A. 3522 R2059

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

EASEMENT

APPROVED
COMMISSIONER OF REVENUE

JUN 25 1984

No. 26430

THIS INDENTURE, Made and entered into this 6th day of September A.D. 1983, between BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, party of the first part, Grantor herein, and the ORANGE COUNTY SEWER AND WATER DEPARTMENT, party of the second part, Grantee herein,

WHEREAS, Grantor is the owner of the hereinafter described premises, constituting property used and possessed by the Florida Board of Regents, which Board has agreed to the proposed use of this land under this instrument, and

WHEREAS, Grantee has requested Grantor to grant an easement for the installation and maintenance of a waterline over, under, upon and across the following described land in Orange County, Florida, to-wit:

The South 20 feet of the East 770 feet of the NW $\frac{1}{4}$, Section 11, Township 22 South, Range 31 East, Orange County, Florida.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

That the Grantor, for in consideration of the sum of Six Thousand Eight Hundred Twenty Five Dollars (\$6,825.00) and other good and valuable consideration to it in hand paid by the Grantee the receipt whereof is hereby acknowledge, has granted, and by these presents does grant unto the Grantee, an easement for a period of fifty (50) years from the date of this document for the installation and maintenance of a waterline over, under, upon and across the above described land.

By acceptance of this easement, Grantee hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, hold and save harmless the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this agreement.

This easement is effective, subject, however, to the automatic reversion to the Grantor of all lands described herein

RETURN TO RIGHT OF WAY

3105

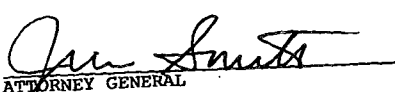
and the cessation and termination of this easement when, in the opinion of the Grantor, said lands are not utilized for the purposes outlined in this easement; and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by the Grantee.

The acceptance of this instrument shall constitute acceptance of the aforementioned conditions, reservations, reversions and covenants.

IN TESTIMONY WHEREOF, the members of the Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this 4th day of September A.D., 1985.

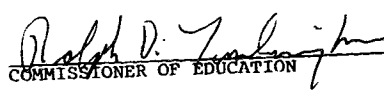

GOVERNOR



SECRETARY OF STATE


ATTORNEY GENERAL


COMPTROLLER


TREASURER


COMMISSIONER OF EDUCATION

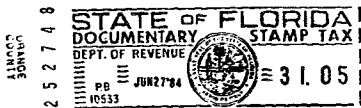

COMMISSIONER OF AGRICULTURE

As and Constituting the Board of Trustees of the Internal Improvement Trust Fund

RECORDED & RECORD VERIFIED


County Comptroller, Orange Co., Fla.

(SEAL)
BOARD OF TRUSTEES OF
THE INTERNAL IMPROVEMENT
TRUST FUND

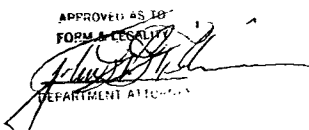


FLORIDA BOARD OF REGENTS

BY 

Vice Chancellor for
Administration & Support

APPROVED AS TO
FORM & LEGALITY


DEPARTMENT ATTORNEY

ci. 3625 1373

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Mar 3 3 50 PM '85

C E R T I F I C A T E

RECEIVED
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SUS ADMINISTRATIVE
AFFAIRS

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pd

The State of Florida Department of Natural Resources, by its undersigned Executive Director and Agent, pursuant to Sections 253.031 and 92.18, Florida Statutes, hereby certifies that the Department is the legal custodian of the records, surveys, plats, maps, field notes, patents and all other evidence vouching the title and description of the public domain formerly filed in the Office of the United States Surveyor General, the United States Land Office at Gainesville, the State Land Office and the Office of the State of Florida Board of Trustees of the Internal Improvement Trust Fund; and, acting pursuant to the authority vested in me by virtue of my appointment as Executive Director of the Department of Natural Resources, I hereby certify that the attached is a true and correct copy of Lease Agreement Number 2721, dated January 22, 1974;

RETURN TO:
WILLIAM G. BOLTIN, III
P. O. Box 443
Orlando, FL 32802

all of which is shown by the records on file in the Office of the Department.

IN TESTIMONY

WHEREOF, I have hereunto set my hand as such Executive Director and have caused to be affixed hereto the Official Seal of the State of Florida Department of Natural Resources and the Official Seal of the State of Florida Board of Trustees of the Internal Improvement Trust Fund, at their Office in the City of Tallahassee on this the 14 day of December, A. D. 1984.

(SEAL)
State of Florida
Department of
Natural Resources

(SEAL)
State of Florida
Board of Trustees
of the Internal
Improvement Trust
Fund

Elton J. Gissendanner
Elton J. Gissendanner, Executive Director
State of Florida Department of Natural Resources

Approved As To
Form & Legality

Ree R. Koke
Department Attorney

O.R. 3625 PG 1374

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

LEASE AGREEMENT

No. ~~2721~~

WHEREAS, State of Florida Board of Trustees of the Internal Improvement Trust Fund holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, State of Florida Board of Trustees of the Internal Improvement Trust Fund is directed and authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies which may properly use and possess them for the benefit of the State;

NOW, THEREFORE, this agreement made between STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND as LESSOR, and the FLORIDA BOARD OF REGENTS, as LESSEE,

WITNESSETH:

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The lessor does hereby lease to the lessee the following described premises in the County of Orange, State of Florida, together with the improvements thereon:

The West $\frac{1}{4}$ of Section 2, Township 22 South, Range 31 East, subject to right of way for road over the North 40 feet thereof. The East $\frac{1}{4}$, and that part of the East $\frac{1}{4}$ of the West $\frac{1}{4}$ of Section 3, Township 22 South, Range 31 East, lying East of Alafaya Trail, subject to right of way for road over the North 40 feet thereof. The Northeast $\frac{1}{4}$, and that part of the Northwest $\frac{1}{4}$ lying East of Alafaya Trail, and that part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, less the South 60 feet, lying East of Alafaya Trail, of Section 16, Township 22 South, Range 31 East. The Northwest $\frac{1}{4}$ of Section 11, Township 22 South, Range 31 East.

LEGAL DESCRIPTION APPROVED
AND

THIS INSTRUMENT WAS IN DUBAID BY
JAMES E. WILSON
COUNTY CLERK
WALTON, FLORIDA 32304

Vol. 3625 #1375

No. 2721

Page 2

TO HAVE AND TO HOLD the above described land for a period of Ninety-nine (99) years from the date hereof, for the purposes of developing, improving, operating, maintaining and otherwise managing said land for public purposes.

2. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

3. The lessee shall through its agents and employees cooperate to prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

4. This lease shall terminate at the sole option of the lessor, and the lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for public purposes. As used in this agreement, the term "public purposes" shall mean all or any of the purposes, actions or uses which the law authorizes to be done or performed by the lessee or by any of the officers, agents or employees of the lessee for and on behalf of the lessee. Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the lessee, payable upon demand of the lessor.

5. The lessor does not warrant or guarantee title, right or interest in the hereinabove described property.

6. The lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

7. Any inequities that may subsequently appear in this lease shall be subject to negotiation upon written request of either party, and the parties agree to negotiate in good faith as to any such inequities.

8. This agreement is for public purposes and the lessee shall have the right to enter into further agreements or to sublease all or any part of the within land so long as the agreement and/or sublease shall effectively carry out and further the general purposes herein described after written notice to and right of rejection by the lessor.

9. The lessee hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, hold and save harmless the State of Florida Board of Trustees of the Internal Improvement Trust Fund and the State of Florida from any and all claims, actions, law suits and demands of any kind or nature arising out of this agreement.

10. This agreement is executed in duplicate, each copy of which shall for all purposes be considered an original.

IN TESTIMONY WHEREOF, the Trustees, for and on behalf of the State of Florida Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 22nd day of January, A. D. 1974, and the Board of Regents has duly extended same and has affixed its official seal hereto this 22nd day of January, A.D., 1974.

(SEAL)
STATE OF FLORIDA
BOARD OF TRUSTEES
OF THE INTERNAL
IMPROVEMENT TRUST
FUND

Reubin W. Wright
Governor

Richard D. Holt
Secretary of State

Robert L. Shriver
Attorney General

James C. ...
Comptroller

...
Treasurer

...
Commissioner of Education

...
Commissioner of Agriculture

RECORDED & RECORD VERIFIED

James H. ...
County Comptroller, Orange Co., Fla.

(SEAL)
BOARD OF REGENTS

BOARD OF REGENTS

By *Robert E. ...*
Chairman

ATTEST:

...
Secretary

2233281

APR 3 3 50 PM '75

E.L. 3625 1377

SUB - LEASE

THIS SUB-LEASE ("Lease" herein) between Board of Regents of the State of Florida ("Landlord" herein), acting for and on behalf of the University of Central Florida ("University" herein), and Eta Kappa Chapter of Zeta Tau Alpha House, Inc.

("Tenant" herein), whose mailing address is 1800 Antilles Place Orlando, FL 32806

whereby Landlord leases to Tenant and Tenant leases from Landlord that certain real property ("Lot" herein) located in Orange County, Florida, particularly described in Exhibit "A" attached hereto and by reference made a part hereof, upon the following terms and conditions.

1. The term of this Lease shall commence on the date it is executed by Landlord and shall terminate sixty (60) years thereafter (unless terminated sooner under any of the terms and conditions herein contained); with Tenant to have the right and option to renew this Lease for a (20) year term as hereinafter provided.

2. Tenant acknowledges that the lot is the subject of a ninety-nine (99) year lease dated January 22, 1974, wherein the Landlord herein is the Lessee and the State of Florida Board of Trustees of the Internal Improvement Trust Fund is the Lessor. Tenant further acknowledges receipt of a copy of said ninety-nine (99) year lease and that this Lease is subject to all the terms and conditions thereof. Tenant covenants that it will be bound by and will abide by all the terms and conditions of said ninety-nine (99) year lease and it will neither commit any act nor fail to commit any act which commission or omission would constitute a default thereunder.

3. The consideration for this lease is the sum of \$10.00, and other good and valuable consideration. The Tenants assert that they are desirous of sponsoring a housing unit at the University at which their members and scholars can be housed and to which their names can be affixed. The University, for its part, recognizes the value of having housing units available as an important adjunct in creating an academic atmosphere. Both parties recognize that these mutual benefits provide full, complete, and adequate consideration for the obligations herein created. By executing this agreement, both parties fully intend to be bound by the same.

4. Tenant shall use the lot subject to the following restrictions, covenants and reservations:

RETURN TO:
WILLIAM G. BOLTIN, III
P. O. Box 443
Orlando, FL 32802

A. One or more buildings may be constructed on the lot, and any construction method may be employed provided it meets all applicable code restrictions and has been reviewed and approved by the University as set forth herein. Said building(s) shall be used solely and exclusively as a University-approved housing facility for housing students attending the University of Central Florida.

B. No building shall be erected or altered on the lot until all required permits and approvals have been obtained, nor until drawings and specifications have been approved in writing by the University Director of Facilities Planning ("Planning" herein) as to quality of recommended materials, harmony of external design with existing buildings, and as to location with respect to topography and finished grade elevations.

(i) All construction documents shall be prepared by an architect/engineer licensed to practice in the State of Florida.

(ii) Documents shall be submitted by individual Housing Corporations to "Planning" (in triplicate) as follows:

(1) Schematic Design (which shall include site plan except in instances where a planned renovation will not expand the outer perimeter of the walls, porches, overhangs, and steps of an existing house or paved areas on the lot)

(2) Design Development; and

(3) Contract Documents (Working drawings and specifications).

Approval of Contract Documents must be obtained prior to the commencement of any construction. Exceptions will be considered to the above requirements for document submittals for design processes not of a conventional nature.

(iii) Approval or disapproval of each phase of development will be issued within three weeks of "Planning's" receipt of the submittal. Note that compliance with all applicable codes and regulations is the total responsibility of the project architect/engineer.

(iv) The housing facility shall be designed and constructed in accordance with the following guidelines:

(1) The housing facility to be constructed on the lot shall be of such size as to comfortably accommodate not less than 6 students living in the facility.

(2) The net liveable floor space of the housing facility, exclusive of open porches and terraces, shall be not less than 1800 square feet (for 6 students plus a housekeeper, with the area increased as required for additional students).

(3) The housing facility shall be constructed so the front faces the front lot line, shall not be constructed on the Lot closer than 50 feet from the front lot line nor closer than 15 feet from the side and rear lot lines. For the purposes expressed herein, overhangs, eaves and steps shall not be considered a part of the housing facility; provided, however, that this shall not be construed to permit any portion of the housing facility to encroach upon another lot.

On corner lots, the front yard shall be considered as abutting the street upon which the lot has its least dimension. The rear yard in this case shall be opposite the front yard. The following structures are specifically excluded from the setback restrictions:

- (a) Steps and walks
- (b) Landscaping and landscape berms.
- (c) Planters not to exceed 3' in height.
- (d) An identification or directional sign or other sign specifically approved by the University.

(4) Sufficient parking shall be provided at the rear of the facility to accommodate the cars of all persons living on the premises. This does not have to be a paved lot but should be well defined and have suitable surfacing material.

(5) No tree may be removed from the Lot without the University's written approval.

(6) No building shall be more than three (3) stories in height.

(7) The lot shall be sodded, irrigated, and landscaped with University-approved materials.

(8) Provide access for service and delivery vehicles. Provide sanitary means of garbage storage (with can washing facilities) in an area concealed from view.

(9) All roof mounted mechanical equipment and/or ductwork shall be screened from view by an enclosure which is compatible with the

architecture of the building. Consideration shall be given to the line of sight from adjacent buildings.

(10) Incinerator vents and stacks shall be located on the rear or non-street side of the building.

(11) Gutters and downspouts shall be a color compatible with the surface to which they are attached. If they are used as a major design element, the color shall be consistent with the color scheme of the building.

(12) Air conditioning equipment at grade shall be screened from the view of streets and adjacent properties.

(13) Vents, louvers, exposed flashing, tanks, stacks, overhead doors, rolling and "man" service doors shall be a color consistent with the color scheme of the building.

(14) All fencing used for screening shall be compatible with the architecture of the housing facility. Chain link and/or perimeter fencing will not be permitted. Maximum height of any fencing or combination of earth berm with fencing shall be six (6) feet.

(15) No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained outside of any building, whether attached to an improvement or otherwise, without the prior written approval of the University.

(16) Exterior Lighting

- (a) Exterior illumination of buildings, parking lots, service areas, sidewalks and driveways on-site shall be designed and installed to avoid visible glare (direct or reflected) from the street and adjacent properties.
- (b) The use of site floodlighting, building-mounted or otherwise, or tall "freeway-type" fixtures is prohibited.
- (c) All outdoor lighting fixtures shall be compatible with or complement the architectural character of the site and lighting fixtures along public rights-of-way.

- (d) Lighting fixtures used to illuminate driveways and parking and service areas shall be freestanding fixtures with cut-off light sources.
- (e) Security lighting shall not project above the fascia or roof line of any building. Security lighting fixtures shall not be substituted for parking lot or walkway lighting fixtures, and are restricted to lighting only service, storage, loading and other similar areas.
- (f) All exterior lighting fixtures shall be provided with high pressure sodium lamps and be of a vented-proof type.
- (g) The maximum height for poles on-site shall be 20'.

(17) Signs

- (a) For the purpose of these standards, signs shall mean all names, insignias, trademarks, and descriptive words or material of any kind affixed, inscribed, erected or maintained upon an individual site or upon any improvement on individual sites.
- (b) A sign shall be permitted to identify the organization occupying the housing facility provided it meets the requirements set forth herein.
- (c) No sign shall be located nearer than fifteen (15) feet to any property line.
- (d) The design, format and materials used in construction of the sign shall be consistent with the architecture of the site. All signs and sign elements including shape, form, materials, size, color and location shall be subject to approval by the University.
- (e) An identification sign will be permitted on an exterior wall of the building near the main

entrance provided it is clearly integrated with the architecture and does not project above any roof or canopy.

(f) The following signs will not be permitted:

1. Billboards
2. Trailer signs
3. Roof signs
4. Any sign painted directly on any wall surface.
5. Any sign that has moving elements, flashing lights, or creates an appearance or illusion of motion.

(g) During Student Government election campaigns, it will be permissible for temporary signs or banners to be displayed promoting certain candidates provided they are promptly taken down after the election. No other political campaign signs will be permitted.

C. All construction work shall be performed by a general contractor licensed by the State of Florida.

D. The general contractor selected by the Tenant to perform the construction work shall be required to furnish a payment and performance bond (given for the benefit of the Landlord as well as the Tenant), in such form and with good and sufficient surety, as may be acceptable to "Planning," covering the faithful performance of the construction contract in strict compliance with the Contract Documents, and payment of all obligations in the full amount of the total contract sum; with "Planning" to receive a copy of said bond and certificate from the surety prior to the commencement of any construction.

E. Prior to and as a condition to commencement of construction, the contractor shall deliver to "Planning," in a form acceptable to the University Attorney, a properly executed and written waiver by the contractor and each subcontractor, waiving any right each of them may have to claim a lien of any kind or nature upon the land and improvements to be constructed thereon.

F. The architect/engineer who prepared the Contract Documents shall be required to make and be responsible for all site inspections, approval of all phases of construction and payment authorizations.

(i) The housing corporation shall keep "Planning" advised, directly or indirectly through the architect or contractor, of the construction progress so as to allow observation at any time.

(ii) It must be emphasized that the sole responsibility for construction observation and administration lies with the architect/engineer.

(iii) Before occupancy of the housing facility, it will be the responsibility of the housing corporation to be assured by the architect and contractor that all plumbing, mechanical, and electrical work and appliances specified in the Contract Documents are performing as required.

(iv) Promptly after completion of all construction, the architect/engineer shall furnish to "Planning" mylar as-built drawings of the housing facility.

G. The Tenant guarantees that the construction of the housing facility will be performed and completed in strict compliance with the Contract Documents as approved by "Planning," unless otherwise modified by applicable code requirements. Notwithstanding the foregoing, Tenant may propose to erect on the property herein described units commonly known as "manufactured housing" with the approval of "Planning." In the event Tenant desires to erect or install such buildings, other documents required to be furnished regarding the construction and erection of premises shall be deemed modified accordingly and in accordance with the best practices of the manufactured housing industry. Any manufactured building shall bear the insignia of approval of the State of Florida Department of Veterans and Community Affairs.

H. The Tenant acknowledges and agrees that neither the Landlord, University, nor any of their employees or agents, shall assume any responsibility or liability of any kind or nature for inferior or negligent construction of the housing facility, nor for personal injury or death to any person, or damage to property because of having approved the Contract Documents, regardless of whether the Contract Documents contain defects of any kind or nature; and that neither Landlord nor University assumes any obligation to inspect the various phases of construction of the housing facility. Similarly, although neither Landlord nor University has any

obligation to inspect the construction of the housing facility at any time, if, at their option and for their own benefit, they, or either of them, actually inspect or cause to be inspected, the housing facility or any phase of construction thereof, or do no inspections, neither Landlord nor University shall assume any responsibility or liability of any kind or nature whatsoever for injury or death to any person or for property damage as a result of defective construction or deviation from the Contract Documents in construction of the housing facility. If the general contractor deviates from the Contract Documents in construction of the housing facility, failure to inspect the construction of the housing facility or to object to such deviation at the time of any inspection shall not constitute approval by Landlord or University of such deviation or prohibit Landlord or University from thereafter requiring correction of the deviation so as to be in strict compliance with the Contract Documents.

I. The Lot shall at all times be considered a part of the University campus; and the Lot and the housing facility to be built thereon, as well as all persons entering thereon or therein, whether as a resident, guest, or invitee, shall be subject to Landlord's and University's rules and regulations pertaining to traffic, sanitation, police regulations, conduct of students and University employees, and all governing rules and regulations of University Greek organizations.

J. In event construction of the housing facility, as herein described, shall not commence within eighteen months from the date of Landlord's execution of this Lease and the construction pursued with reasonable diligence, Landlord, on demand, shall have the right to terminate the Lease without refund of the total rental paid by Tenant. And shall have the right to assess the tenant for the total of any other expenses incurred by Landlord and University in connection with or arising out of this Lease.

5. If, during the construction of the improvements on the premises it appears that the Tenant has at any time apparently abandoned construction or completion of the project, the University shall so advise the Tenant in writing. The Tenant shall then have thirty days within which to respond to the University's suggestion that the project has been apparently abandoned. In the event the Tenant fails to respond within the thirty day period, or within the period of time confirms that it has abandoned the project, the University shall then declare that the project has been permanently abandoned.

At that time, the University shall enter into consultation with any lender or mortgagee having an interest in the project with the end in view of securing another tenant ready, willing and able to complete the project. If, after a reasonable period of time, it appears that no such tenant meeting University or lender or mortgagee requirements is available, the University shall declare that the project has been permanently abandoned and that the University shall have no further interest in the project. All improvements, material, machinery, items of personal property, elements constituting real property, shall then vest in the University. The University may, at that time, either seek a successor Tenant to continue the project, continue the project itself, or remove from the campus all of the improvements, whether consisting of real or personal property, of whatever nature and description, charging the cost of such removal to the account of the Tenant, and otherwise return the site to its original condition. Upon the abandonment of the project this lease shall terminate.

6. After completion of the housing facility, if Tenant should desire to sub-sub-lease the Lot and lease the housing facility, Tenant shall first offer to Landlord the right to terminate this Lease on the following terms and conditions:

Tenant shall make said offer to Landlord in writing, and Landlord shall have six (6) months from the submission of said offer within which to accept the offer by written notice to Tenant, and an additional six (6) months after acceptance to consummate the termination. Tenant's written offer shall be delivered to University. In event Landlord terminates the Lease it shall pay to Tenant a sum to be computed as follows:

A. The appraised value of the housing facility constructed on the Lot by Tenant as of the date that said written offer to purchase is accepted by Landlord, less the total cost of any other expenses incurred by Landlord or University in connection with or arising out of this Lease.

B. The term "appraised value" as used herein, shall mean that value placed thereon by two or more of three appraisers, one appraiser to be selected by Landlord and one by Tenant, and a third by the two appraisers thus selected, or as determined by a single appraiser selected by both Landlord and Tenant (with each appraiser selected to be a member of the Appraisers Institute of the National Association of Realtors). The appraiser(s) shall be selected within 60 days after the written offer to terminate is delivered to Landlord, and the appraiser(s) report shall be delivered to both Landlord and

Tenant within 45 days thereafter. The cost for the appraiser (s)' report shall be borne by Tenant. If Landlord declines to accept the offer to terminate this Lease, either by giving express written notice to Tenant or by not responding in any manner within six (6) months from receipt of Tenant's offer, (and providing Tenant is not in default of any of its obligations under this Lease), Tenant shall be free to sub-sublease the Lot and the improvements thereon but only to an organization similar to Tenant and to be used only for the same purposes as allowed hereunder. Provided, however, Tenant shall not be released from any of its obligations hereunder and Tenant's sub-subLessee shall execute a document agreeing to be bound by all the terms, conditions and covenants of this Lease and attorning to Landlord. Further, Tenant shall have no right to sub-sublease without the written consent of Landlord; and Tenant shall not have the right to assign any of its right, title, estate or interest in the Lot and improvements thereon except under all the conditions set forth in this paragraph; (provided, however, that the conditions set forth in this paragraph shall not apply in the event Tenant assigns its right, title, estate or interest therein and hereunder to a partnership or corporation in which Tenant has an interest as a general partner, limited partner, or shareholder and the right of that assignee subsequently to sublease the lot and improvements thereon to the Tenant.)

7. Nothing contained in this Lease shall be construed to limit or restrict the right of Landlord or University to regulate or modify the use of roads, streets, parkways, parks, driveways, parking areas, and other areas of vehicular or pedestrian traffic in the area of, and on the Lot, to the same extent as Landlord and University presently have or hereafter may have to regulate the use of such areas on other parts of the University campus.

8. The University will provide the utility lines for electrical, water, and sewage distribution systems, and telephone service as well as provision for storm water (all of these utilities referred to as "systems" herein) to the Lot property line. It shall be the responsibility of the housing corporation to provide the necessary extensions of the systems to the housing facility. Water and electric meters shall be provided by the housing corporation at the time extensions are made. After the installation of the systems, the University will maintain the utility lines it installed to the property line, and the housing corporation shall maintain the extensions that it had installed from that point. All lines shall be underground. The University will provide and maintain a paved road along the front line prior to Tenant occupancy. Other roads, drives, parking areas, etc.; paved or otherwise, shall be the responsibility of the housing corporation.

9. Tenant shall maintain the housing facility constructed on the Lot in good condition and repair at all times. Tenant shall promptly make any and all repairs to the housing facility that may be necessary or desirable, including, but not limited to, those made necessary because of misuse or neglect by Tenant or its agents, employees, guests or invitees who may be in, on, or around the Lot and housing facility. Any and all repairs shall be made in quality at least equal to the original construction. Tenant shall also be responsible for installation and maintenance of University approved landscaping on the Lot. The Lot shall at all times be kept in a neat and clean condition and Tenant shall not permit the creation or maintenance of any unsafe or hazardous condition on the Lot or in or on the housing facility. Should Tenant fail to make any necessary repair promptly, or fail to remove any hazardous or dangerous condition which may come to exist on the Lot or in or around the housing facility, Landlord may make any such repairs and correct or remove any hazardous or dangerous condition and charge the cost thereof to Tenant, who, promptly upon demand, shall pay the cost thereof to Landlord or be deemed in default hereunder.

10. In case of damage or destruction by fire or otherwise, Tenant shall repair, restore, or rebuild the housing facility on the Lot in accordance with the plans and specifications to be approved by Landlord under the same terms and conditions set forth in this Lease. Tenant shall commence the repair, restoration or rebuilding within a reasonable time after the damage or destruction has occurred, and shall proceed to completion with due diligence. As hereinafter set forth, all insurance proceeds shall be used only for the repair, restoration or rebuilding of the housing facility.

A. Tenant shall maintain fire and extended coverage insurance on the housing facility in an amount equal to the replacement value of the housing facility. Said insurance shall be in an amount acceptable to Landlord. The insurance policy shall provide that the insurance shall not be cancelled by the insurer until a 30-day advance written notice is given to Landlord. A certificate of such insurance shall be provided by Tenant and delivered to Landlord at the time of Landlord's execution of this Lease. The entire proceeds of any insurance in case of loss shall be paid to a bank (to be agreed upon by Landlord and Tenant prior to Landlord's execution of this Lease) doing business in Orange County, as Trustee, which bank, in event the building is partially or completely destroyed by fire or other casualty, shall

receive and distribute the proceeds of the insurance as herein provided. The entire proceeds of such insurance shall be paid to said bank and shall be held, paid and used solely for the repair, rebuilding or restoration of the housing facility on account of damage or destruction on which the insurance moneys will be paid. Tenant shall use such insurance moneys for the repair or reconstruction of the housing facility, and shall provide any additional sums required to complete the repair or reconstruction thereof, so that the repaired, rebuilt or newly constructed housing facility shall be at least equal in permanency of construction and value to the housing facility immediately prior to the damage or destruction. Said reconstruction shall be done in strict compliance with all the terms of this Lease just as if said housing facility was being built for the first time under all the terms of this Lease. The insurance moneys shall be paid out by the bank from time to time as the rebuilding, reconstruction or repair progresses, upon the signed certificate of the supervising architect/engineer, at the rate of 90% of the amounts due for labor and materials as shown by such certificates. The remaining 10% to be paid to Tenant after such repair or rebuilding shall have been completed and Tenant shall have furnished to the bank a certificate evidencing that all claims and demands for labor or materials used or furnished in repairing or rebuilding have been paid in full and that no claim or lien can accrue or be enforced against the lot and housing facility on account thereof. In event of damage to or destruction of the housing facility where the cost of repairing or rebuilding same, as estimated by the supervising architect/engineer or certified by contract with a responsible contractor, shall exceed \$10,000, Tenant, before commencing repair or reconstruction of the housing facility, shall furnish to Landlord (for the benefit of Landlord and University as well as Tenant), a payment and performance bond executed by a responsible surety company authorized to do business in the State of Florida as surety, in an amount of equal to the cost of repair or reconstruction as estimated by the supervising architect/engineer or as fixed by contract with a responsible contractor, conditioned that the repair or reconstruction of the housing facility shall be in strict compliance with the plans and specifications and that Tenant shall pay all claims and demands pertaining to such repair and rebuilding, and furnish to the bank evidence of payment thereof, and that no claim or lien can accrue or be enforced against the lot and housing facility on account thereof.

B. The bond may be given by the contractor, if conditioned as required herein, and given for the benefit of Landlord and University as well as Tenant; and the cost thereof, and the necessary architect's/engineer's fee, may be considered as a part of the cost of repair or reconstruction and paid by the bank out of the insurance moneys for the benefit of Tenant. The bond shall be delivered to and held by the bank.

C. Tenant agrees that it will commence required repairs or reconstruction promptly and within a reasonable time after the bank receives the proceeds of the insurance paid on account of damage or destruction, and prosecute the work of repair or reconstruction to completion promptly and with reasonable speed and diligence.

11. Tenant shall obtain and maintain, throughout the period of time that this Lease is in effect, comprehensive public liability insurance in an insurance company licensed and authorized to do business in the State of Florida, in an amount of not less than \$500,000. for injury or death to any one person, not less than \$2,500,000. on account of injury or death arising out of any one occurrence, and personal property damage insurance of not less than \$50,000. for each occurrence; which insurance shall designate Landlord and University as additional insureds, and shall insure Landlord and University against liability for injury or death to any person(s), for loss or damage to property occurring on, in, or about the Lot and housing facility arising from or growing out of the negligent act(s) of Tenant, its agents, employees, contractors, guests, invitees, and residents of the housing facility; or any use or occupancy of the Lot or housing facility by Tenant contrary to the valid laws, rules and regulations of the State of Florida, County of Orange, and the United States of America. A certificate of such insurance shall be provided by Tenant to Landlord at the time of Landlord's execution of this Lease, specifically providing that the insurance shall not be cancelled by the insurer until a 30-day advance written notice is given to Landlord. The amount of insurance required herein shall be adjusted each 5 years to reflect current values and trends in this type of insurance.

12. Tenant hereby agrees to at all times indemnify, save free and hold harmless the State of Florida, (Landlord), and University, and their agents and employees, from every and all cost, loss, damages, liabilities, expenses, claims, demands and judgments, including court costs and attorney fees, which may arise from or be claimed against the State of Florida, (Landlord),

University, or their agents or employees, by any person(s) for any injury or death, or damage to property, or damage of whatever kind or character, consequent upon or arising from construction of the housing facility, Tenant's use and occupancy of the Lot and housing facility, or consequent upon or arising from any neglect or fault of Tenant, its agents, employees, guests and invitees, to comply with all laws, statutes, rules and regulations of the State of Florida, County of Orange, and the United States of America: now or hereafter in force; and, as a result thereof. If any suits or proceedings shall be brought against the State of Florida, (Landlord), University, or their agents or employees, or any of them, Tenant, upon request of any one or more of them, shall defend same and shall pay whatever judgment(s) may be obtained against the State of Florida, (Landlord), University, or their agents and employees.

13. Tenant not being in default in any of its obligations under this Lease, is hereby granted, and shall have the right to make such future alterations and improvements to the housing facility to be constructed on the Lot as may be necessary and beneficial in utilizing said housing facility consistent with the intended purpose, and provided that during the term of this Lease, no alterations or improvements shall be made to said housing facility which substantially affect the foundation, floors, walls, or roof of said housing facility without the prior written consent of University, which consent shall not be unreasonably withheld.

14. Tenant shall not make nor allow any unlawful, improper offensive use of the Lot or housing facility, or any use or occupancy thereof contrary to the laws of the State of Florida, County of Orange, and which may now or hereafter be in effect. Tenant shall comply with all laws, statutes, ordinances, orders, rules and regulations of federal, state, county or of any departments or divisions thereof, and will comply with the directions of any public officer(s) thereof.

15. Landlord and University shall have the right, at any and all reasonable times, to enter upon the Lot and into the housing facility for the purpose of making inspections to determine whether Tenant is maintaining the Lot and housing facility in accordance with the terms of this Lease.

16. In event Tenant shall abandon the Lot and housing facility, or in event of any breach by Tenant of any of the terms, conditions or covenants contained in this Lease, and if said default shall continue for 15 days after

written notice of such default has been given to Tenant by Landlord, this Lease shall automatically terminate. In addition, if Tenant shall make an assignment for the benefit of creditors, or if a receiver or trustee is appointed for Tenant, or if there is a voluntary or involuntary petition in bankruptcy filed which is not discharged within 15 days of its being filed, or if Tenant is declared insolvent or if Tenant is adjudged a bankrupt or files for an arrangement for reorganization under the Bankruptcy Laws, or if any of Tenant's assets or property on the Lot or in the housing facility shall be attached or levied upon, it shall constitute a default hereunder and this Lease shall automatically terminate. Upon the termination of this Lease, either under any of the provisions contained in this paragraph, or under any other provision contained in this Lease, all right, title and interest of Tenant in and to this Lease, and in and to the Lot hereby leased, and in and to the housing facility to be constructed thereon shall automatically become terminated and forfeited, and all right, estate and interest of the Tenant in and under this Lease and in and to the Lot and housing facility to be constructed thereon shall vest in Landlord. Further, Landlord shall be entitled to seek and pursue any other rights recognized or available to it under the laws of the State of Florida.

17. Tenant shall not suffer the underlying fee simple or the University's leasehold interest to the land to become subject to any lien, charge or encumbrance whatsoever, and shall indemnify Landlord against any liens, charges or encumbrances; it being expressly agreed that Tenant shall have no authority, express or implied, to create any lien, charge or encumbrance upon the underlying fee simple or the University's leasehold interest to the land provided, however, that Tenant may pledge this sub Lease, the housing facility and improvements, as security for loans, mortgages or financing.

18. Landlord does not warrant nor guarantee title, right or interest in the Lot.

19. Tenant, not being in default of any of its obligations under this Lease, shall have the option and right to extend this Lease for a term of twenty (20) years (called "first extension" herein), subject to the following conditions:

A. If Tenant desires to exercise its option to extend this Lease for an additional term of twenty (20) years, it shall do so by giving written notice thereof to Landlord during the last year of the sixty (60) year term of this Lease and at least six (6) months in advance of the expiration of the sixty (60) year term granted under this Lease.

B. If Tenant exercises its right to the first extension, then all of the terms of this Lease shall be just as applicable and binding as if the first extension was the original term of this Lease.

Tenant, having exercised its option to the first extension, and not being in default of any of its obligations under the first extension or under this Lease shall have the option and right to extend this Lease for an additional term, providing Landlord has an extension of their lease with the Board of Regents of the State of Florida subject to the following conditions:

C. Providing the Landlord has extended its current lease for the premises, if Tenant desires to exercise its option to an extension, it shall do so by giving written notice thereof to Landlord during the last year of the term granted under the first extension and at least six (6) months in advance of the expiration of the term granted under the first extension. Thereafter, all the provisions of the foregoing paragraphs shall apply to the second extension.

20. No asset, express or implied by Landlord or University, to any breach of any of the conditions, terms, or covenants contained herein to be performed by Tenant shall be deemed a waiver of any succeeding breach by Tenant of the same condition, term or covenant or any other condition, term or covenant.

21. Upon the termination of this Lease, whether by expiration of the term granted hereunder or earlier termination by virtue of default of Tenant, or for any other reason whatsoever, Tenant agrees to peacefully surrender to landlord possession of the Lot and housing facility in as good condition and repair as reasonable and proper use thereof will permit; and Tenant shall execute any and all documents that might be necessary or requested by Landlord in order to effect such transfer.

22. The covenants, restrictions and reservations contained in this Lease are also deemed to be for the benefit of University on whose campus the Lot is located; and Landlord hereby designates University as its agent to act for it in all matters pertaining to this Lease, including, by way of illustration and not limitation, the right to take any action necessary to enforce any of the provisions hereof, just as if University was the Landlord herein. University, by joining in the execution of this Lease, consents to be bound by any obligations imposed on it by the terms and conditions of this Lease.

23. Any notice herein required to be given to Landlord or University shall be served by Certified Mail, return receipt requested, or delivered personally to: Vice-President for Student Affairs, 202 Administration Bldg., University of Central Florida, Orlando, Florida, 32816. All notices to be served upon Tenant shall be served by Certified Mail, return receipt requested, or delivered personally to Tenant at: _____.

All notices delivered by mail shall be deemed given when deposited in the U.S. Mail, in a securely-sealed envelope, properly addressed, postage prepaid.

IN WITNESS WHEREOF, the Landlord, Tenant and University have caused this Lease to be executed in three (3) counterparts, each of which shall be deemed a original, on the dates indicated.

Executed by Landlord on 27 day of Oct, 1983.

Reginald G. Gerson
Witness

BOARD OF REGENTS OF THE STATE OF FLORIDA, acting for and behalf of the University of Central Florida,

BY William D. Gault
Vice Chancellor for Administration & Support

STATE OF FLORIDA
COUNTY OF LEON

THE FOREGOING INSTRUMENT was acknowledged before me on 7/26/85, by Steve McArthur, Vice Chancellor for Administration & Support

Executed by University on 27 day of October, 1983.

UNIVERSITY OF CENTRAL FLORIDA

BY John P. Gores
Vice President

*Board of Regents of the State of Florida.

Charles A. Myers
Witness

Executed by Tenant on 27 day of October, 1983.
ETA KAPPA CHAPTER OF ZETA TAU ALPHA HOUSE, INC.,
a Florida Corporation

BY Laurie J. Botts-Wright
President

(CORPORATE SEAL)

Charles A. Myers
Witness

ATTEST: as

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 1st day of April, 1985, by John P. Gores, Vice President of UNIVERSITY OF CENTRAL FLORIDA.

David Bond
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires Oct. 29, 1988

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 1st day of April, 1985, by Laurie J. Botts-Wright, President of ETA KAPPA CHAPTER OF ZETA TAU ALPHA HOUSE, INC., a Florida Corporation, on behalf of said Corporation.

David Bond
NOTARY PUBLIC

MY COMMISSION EXPIRES: My Commission Expires June 7, 1986

Prepared by:
Ashmun Brown, Esquire
University Attorney
University of Central Florida
P. O. Box 25000
Orlando, Florida 32816
(305) 275-2482

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 7, 1986
DONALD W. HARRIS, FIDELITY & SECURITY INSURANCE CO.

CH. 3025 P. 1395

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida, run North 89°26'19" East along the South line of the Southwest 1/4 of said Section 3 for a distance of 1344.83 feet to the Point of Intersection of a curve concave to the East and external to the curvature of the centerline of State Road S-520 as shown by Florida State Road Department plans for Section No. 75701-2601 dated December 23, 1958, said Point of Intersection being located at coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence North 01°08'00" East along the tangent of said curve and continuing North 01°08'00" East along the centerline of State Road S-520 for a distance of 2091.44 feet to an intersection with the centerline of Aquarius Drive, said intersection being at University Coordinate Point North 102,001.682 and East 5,039.422; run thence North 89°21'03" East along the centerline of Aquarius Drive for a distance of 198.67 feet; run thence North 00°48'41" East for a distance of 472.71 feet to the Point of Beginning; Thence run North 16°45'00" East, 352.50 feet; Thence run South 48°45'00" East, 301.66 feet to a point on the arc of a curve concave Southeasterly; Thence, from a tangent bearing of South 41°15'00" West, run Southwesterly along the arc of said curve, having for its elements a radius of 2105.00 feet and a central angle of 03°30'00", for an arc distance of 128.59 feet to the P.C.C. of a curve concave Southeasterly; Thence run Southwesterly along said curve, having for its elements a radius of 450.00 feet and a central angle of 16°25'13" for an arc distance of 128.96 feet; Thence run North 68°40'13" West, 209.30 feet to the Point of Beginning.

RECORDED & RECORD VERIFIED

Thomas H. Koker

County Comptroller, Orange Co., FL

EXHIBIT "A"

Rec Fee \$ 17.00 MARTHA O. HAYNE,
Add Fee \$ 2.50 Orange County
Doc Tax \$ 0.00 Comptroller
Int Tax \$ 0.00 By DBB
Total \$ 19.50 Deputy Clerk

3427877 ORANGE CO. FL.
01:58:00PM 01/17/90 50

OR4149PG3170

ASSIGNMENT OF SUBLEASE

This ASSIGNMENT is made this 15th day of January, 1990 by and between ETA KAPPA CHAPTER OF ZETA TAU ALPHA HOUSE, INC. ("Local House Corporation"), ZETA TAU ALPHA FRATERNITY HOUSING CORPORATION ("National House Corporation") and acting for and on behalf of THE UNIVERSITY OF CENTRAL FLORIDA ("University"):

RECITALS:

The Local House Corporation and the University entered into a Sub-Lease Agreement dated October 27, 1983 and recorded at Official Records Book 3625, Page 1377, Public Records of Orange County, Florida ("Sublease") with regard to certain real property described in Exhibit "A" attached hereto ("Property").

The Local House Corporation has constructed and operated a sorority house on the Property since the date of the Sublease.

The Local House Corporation desires to assign all its right, title and interest as tenant under the Sublease to the National House Corporation and the National House Corporation desires to accept such assignment and assume the operation of the sorority house located on the Property.

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby adopted as part of and incorporated into this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Local House Corporation hereby assigns, transfers, conveys and sets over unto the National House Corporation all of its right, title and interest as tenant under the Sublease.

For purposes of notice under the Sublease, the address of the National House Corporation is as follows: 3330 Founders Road, Indianapolis, IN 46268, Attn: Housing Corporation Coordinator

This Assignment shall be governed by and construed under the laws of the state of Florida.

This Assignment may be signed in any number of separate counterparts which may be construed together as a single document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in three counterparts, each of which shall be deemed an original, on the dates indicated.

Signed, sealed and delivered in the presence of witnesses:

ETA KAPPA CHAPTER OF ZETA
TAU ALPHA HOUSE, INC.,
a Florida corporation

[Signature]
Cheri Bailey

By: Sharon A Lopez
Title: President
Date: January 15, 1990
(Corporate Seal)

STATE OF Florida
COUNTY OF Orange

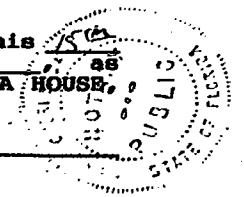
The foregoing instrument was acknowledged before me this 15th day of January 1990, by Sharon A Lopez as President of ETA KAPPA CHAPTER OF ZETA TAU ALPHA HOUSE, INC., on behalf of said corporation.

[Signature]
Notary Public
My commission expires:

This instrument was prepared by
Martha O. Hayne
Notary Public
Orange County, Florida
My Commission Expires
April 11, 1992
Notary Public
Orlando, Florida 32802-5382

RH/UCF.1

Winderweede, Hayes, Ward & Winderweede



ACCEPTANCE OF SUBLEASE

The National House Corporation hereby accepts the foregoing Assignment and agrees to assume each and every obligation of the Local House Corporation as tenant under the Sublease.

ZETA TAU ALPHA FRATERNITY
HOUSING CORPORATION, an Indiana
corporation

By: Joyce D. Patterson
President

By: Joan Parker Hull
Secretary

(Corporate Seal)

STATE OF Louisiana
COUNTY OF Calcasieu
PARISH

The foregoing instrument was acknowledged before me this 10th
day of January, by Joyce D. Patterson, as President of ZETA
TAU ALPHA FRATERNITY HOUSING CORPORATION, an Indiana not-for-
profit corporation, on behalf of said corporation.

Helma Sweeney
Notary Public
My commission expires at death

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 11th
day of January, 1990, by Joan Parker Hull, as Secretary, of ZETA
TAU ALPHA FRATERNITY HOUSING CORPORATION, an Indiana not-for-
profit corporation, on behalf of said corporation.

Daniel O. Smith
Notary Public
My commission expires: 9/12/93

CONSENT OF SUBLEASE

The University hereby consents to the foregoing Assignment and assumption and agrees that said assignment and assumption shall not be a default under the Sublease. The University hereby represents to the National House Corporation there are no defaults presently existing under the terms of the Sublease and there are no conditions or state of facts which, with the passage of time, or the giving of notice, would become a default under the Sublease. The University hereby releases the Local House Corporation from any liability or responsibility for obligations arising after the date of this Assignment. Further, the University hereby waives their right to terminate the lease as provided in paragraph 6 of the Sublease. This waiver shall apply only to this assignment and assumption and it is not the intention of the parties that the rights set forth in paragraph 6 of the Sublease shall be waived with respect to any future assignment or sub-Sublease of property.

The University hereby grants to the National House Corporation and its subtenants, as well as their successors, assigns, invitees

and licenses, an easement over all roadways located on the campus of the University of Central Florida for purposes of access to the Property from public rights of way.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in three counterparts, each of which shall be deemed an original, on the dates indicated.

UNIVERSITY OF CENTRAL FLORIDA

Michael G. Kennedy
W. L. Egan

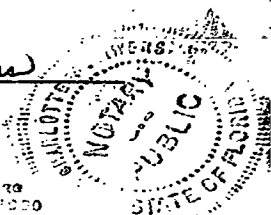
By: S. Altman
Title: President
Date: January 11, 1990

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 11th day of January, 1990, by S. Altman as President of the University of Central Florida on behalf of said university.

Charlotte A. Myers
Notary Public
My commission expires:

Notary Public, State of Florida at Large
My Commission Expires 12/31/1990
My Office is located at 1000 S. Orange Ave.



GR6169P63172

EXHIBIT "A"

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida; run N. $89^{\circ}26'19''$ E. along the South line of the Southwest 1/4 of said Section 3 for a distance of 1344.83 feet to the Point of Intersection of a curve concave to the East and external to the curvature of the center line of State Road S-520 as shown by Florida State Road Department plans for Section No. 75701 - 2501 dated December 23, 1958, said Point of Intersection being located at coordinates North 100,000.634 and East 4,999.835 of the Coordinate Grid System of the University of Central Florida; run thence N. $01^{\circ}08'00''$ E. along the tangent of said curve and continuing N. $01^{\circ}08'00''$ E. along the centerline of State Road S-520 for a distance of 2001.44 feet to an intersection with the center line of Aquarius Drive, said intersection being at University Coordinate point North 102,001.682 and East 5,039.422; run thence N. $89^{\circ}21'03''$ E. along the center line of Aquarius Drive for a distance of 198.67 feet; run thence N. $00^{\circ}48'41''$ E. for a distance of 472.71 feet to the Point of Beginning; thence run N. $18^{\circ}45'00''$ E., 352.50 feet; thence run S. $48^{\circ}45'00''$ E., 301.66 feet to a point on the arc of a curve concave Southeasterly; thence from a tangent bearing of S. $41^{\circ}15'00''$ W., run Southwesterly along the arc of said curve, having for its elements a radius of 2105.00 feet and a central angle of $03^{\circ}30'00''$, for an arc distance of 128.59 feet to the P.C.C. of a curve concave Southeasterly; thence run Southwesterly along said curve, having for its elements a radius of 450.00 feet and a central angle of $16^{\circ}25'13''$ for an arc distance of 128.96 feet; thence run N. $68^{\circ}40'13''$ W., 209.30 feet to the Point of Beginning.

OR 4 | 49 PG 3 | 73

RECORDED & RECORD VERIFIED

Martha Haynie
County Comptroller, Orange Co., FL

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is entered into this 10th day of December, 1985, by and between the ORANGE COUNTY RESEARCH AND DEVELOPMENT AUTHORITY (hereinafter referred to as the "Authority"), and the UNIVERSITY OF CENTRAL FLORIDA, acting for and on behalf of the Board of Regents of the State of Florida (hereinafter referred to as the "University").

W I T N E S S E T H:

NEERPAS, the University has been established pursuant to Chapter 240 of the Florida Statutes as a unit of the State of University System and is charged with the primary responsibility of operating an institution of higher learning, including any research facilities associated therewith; and

WHEREAS, the Authority has been established pursuant to Chapters 23 and 159 of the Florida Statutes as a local governmental body for the purpose of creating a university, affiliated research and development park; and

WHEREAS, the Authority has caused to be developed in affiliation with the University the Central Florida Research Park (hereinafter referred to as the "Research Park") on land contiguous to the campus of the University; and

WHEREAS, in order to cooperate and assist each other in their respective roles, the Authority and the University agree to mutually assist each other as provided for in this Agreement and as contemplated by Chapter 163 of the Florida Statutes providing for such Interlocal Agreement.

NOW THEREFORE, in consideration of the foregoing premises,
the Authority and the University hereby agree as follows:

1. Administration of the Agreement. It is anticipated that a series of agreements will be entered into between the parties which will set forth various services to be provided by one or each party to the other. Each such agreement shall provide, as applicable, for either a joint exercise of authority, or for the undertaking by one or both parties of a responsibility to the

This instrument was prepared by and

should be referred to

MICHAEL RYAN

MICHAEL RYAN
L. Dredick, Doster, Kantor & Reed

Professional Association
215 North Eads Drive

Fast Office Box 2809.
Orlando, Florida 32809

Florida		
Rec Per	\$	33.00
Doc Tax	\$	
Int Tax	\$	
Total	\$	33.00

other for providing a service or operating a function. In creating and administering this Agreement, and each subsequent agreement to be entered into between the Authority and the University pursuant to this Agreement, the following agreements and general principles will control to the extent to which they are applicable:

A. Each separate agreement will provide for an effective termination date and the method by which the agreement may be modified, rescinded or terminated by either party.

B. If a separate entity is required to provide effective management of the service or function, the agreement shall detail the nature of that entity and how it is to be created and controlled by the parties to this Agreement.

C. The expenditure of funds, and the responsibility for providing funds, shall be detailed so that recognized audit procedures can determine the respective fiscal responsibilities of the parties.

D. If the agreement provides for personnel to be transferred or assigned between the parties, applicable laws respecting public employment must be followed.

E. If the agreement provides for property to be jointly acquired, owned, possessed, operated, maintained, leased or sold, the rights and obligations of the parties must be established and documented. The method of disposition or liquidation of any such joint assets upon termination of its joint function shall be detailed.

F. The parties hereto may either jointly or severally seek public or private gifts, grants, assistance funds, bequests and other forms of material assistance in the pursuit of joint objectives.

G. The resolution of disputes shall be the primary function of the Chairman of the Authority and the President

of the University. In the event that they are unable to resolve a dispute or disagreement, the matter shall be referred to a neutral third party acceptable to the Board of County Commissioners of Orange County, Florida and the Board of Regents of the State of Florida, whose decision in the matter shall be final.

H. In the event that it becomes desirable or necessary to create a separate legal or administrative entity to administer the provisions of this Agreement, or any agreement entered into pursuant to this Agreement, or to provide effective management of a service or function, the agreement shall clearly detail and establish the nature and authority of such separate entity, how such entity is to be created and controlled by the parties, and the extent to which such entity can legally bind the parties to the agreement.

I. Nothing herein or in any subsequent agreement shall be deemed to affect the inherent autonomous nature of the parties to this Agreement, nor shall anything contained herein be deemed to limit, broaden or otherwise modify the respective legal authority exercised by either party.

J. The initial term of this Agreement is twenty (20) years from the date of its execution. Unless either party specifically, in writing, advises the other of its desire not to continue as a party hereto within one (1) year of its termination date, this Agreement shall be deemed extended for another twenty (20) years, with all provisions, including this provision, continuing in effect.

2. Planning. Both the University and the Authority shall, to the maximum extent possible, cooperate in jointly planning compatible land uses within their respective boundaries. It is recognized that planning must be conducted jointly to maximize the effectiveness of the contiguous properties in furthering the joint objectives of the parties to this Agreement. Each party shall be responsible only for the cost of planning which affects

its respective campus or research park, unless a separate written agreement between the parties provides for sharing for such costs.

3. Utility Service. The University agrees that it will continue to provide water and sewer services to the Authority under the terms and conditions of that certain Utility Service Contract, dated March 13, 1981, as modified by a First Addendum to Utility Service Contract dated November 26, 1984 and as further modified by a Second Addendum to Utility Service Contract dated May 2, 1985 (hereinafter together referred to as the "Utility Contract"). The Utility Contract has been recorded among the Public Records of Orange County, Florida at Official Records Book 3256, Page 1859; at Official Records Book 3589, Page 981; and at Official Records Book 3743, Page 218. The University and the Authority agree that the Utility Contract shall continue in full force and effect, subject to modification from time to time as may be mutually agreed to by the parties. In providing such sewer and water utility service to the Authority, the University is cognizant of the fact that the Authority is relying upon the University's fulfillment of its obligations under the Utility Contract as a basis for the Authority contracting to provide such services to various tenants and occupants of the Research Park. The Authority represents to the University that such services are made available only to users properly qualified and consistent with all covenants regarding such use contained in the Utility Contract.

4. Public Safety Services. The University has established for its own protection, and the protection of the University community, its police department pursuant to Chapter 240.268 of the Florida Statutes. The University agrees to enter into such additional agreements as may be necessary to extend to the Research Park its police and other public safety services (excluding fire and emergency medical protection). The Authority and the University will negotiate and enter into a detailed

separate agreement for the provision of such services to the Authority, which agreement shall be under mutually acceptable terms and conditions. Both parties to this Agreement shall cooperate to the maximum extent possible to secure appropriate approvals and authority to provide the public safety services herein contemplated, including coordination with other public safety offices having jurisdiction over the areas involved.

5. Library Services. The University library, including its research and computer capabilities, shall be made available to the Authority under the terms and conditions of a separate agreement or agreements to be entered into between the University and the Authority. Such agreements will provide that the Authority may designate and assign to tenants and occupants of the Research Park the right to use such facilities and services under the terms of separate use agreements between the Authority and each tenant or occupant, the terms and conditions of which use agreements shall be submitted to the University for review and approval. The University shall cooperate in the establishment of a system of identification which permits use of the library facilities by appropriate individuals and concerns located within the Research Park. No such use, however, shall be deemed to have priority over the utilization of the library and its resources by the University in pursuit of its mission of higher education.

6. Technical Services. Pursuant to this Agreement, the University's technical facilities, including its computers, laboratories, field sites other research areas shall be made available from time to time to provide support and assistance to the tenants and occupants of the Research Park. Terms and conditions of such use will be the subject of a separate agreement between each affected unit of the University and each prospective user or users. Arrangements must be made through the Department of Sponsored Research for such use under standard terms and conditions developed by that division. All elements of

the University are available, from time to time, to receive grants from such users for the furtherance of knowledge and the testing of technical principals and materials. Both parties to this Agreement covenant mutual support in providing such services as needed, consistent with the obligation of the University towards its own projects and the educational objectives of its students.

7. Personnel Assistance. Recognizing the presence at the University of teachers of competence and students capable of assisting in a variety of research and development projects, the Authority agrees to make available to its tenants and occupants information concerning the availability of University resources, including its human resources, and agrees to cooperate in providing opportunities for meaningful occasional employment for University personnel with tenants and occupants of the Research Park. The University, on its part, agrees to welcome as part of the University community those possessing qualifications of scholarship and academic achievement and to provide opportunities for sharing mutual interests, both academic and social. It is anticipated that outstanding individuals may be invited to participate directly in the educational mission of the University from time to time, and that academic members of the University community may participate in projects and investigations conducted by tenants and occupants of the Research Park.

8. Amendment. Recognizing the dynamic nature of the world of research and technology and the ability of the University to respond to a variety of needs, the parties agree that the levels and areas of cooperation spelled out in this Agreement are intended to be illustrative only, and not exhaustive. The primary purpose of this Agreement is to provide the framework for future agreements by acknowledging the mutual benefits that are available to both parties through close cooperation. It is anticipated that additional relationships may be created from time to time, and the relationships referred to in this Agreement

may be modified or eliminated. Representatives of the University and the Authority agree to meet at least once annually to review the progress in cooperation existing at that time, and to explore additional avenues of mutual support and assistance. Such a meeting should be held during the month of January, or such other times as may be mutually agreeable.

9. Recording. Pursuant to Florida Statutes, Section 163.01(11), a duplicate original of this Agreement and all amendments hereto shall be filed with the Clerk of the Circuit Court of Orange County, Florida.

IN WITNESS WHEREOF, we have caused this Agreement to be executed in a form and manner sufficient to bind us as of the date first written above.

Signed, sealed and delivered
in the presence of:

ORANGE COUNTY RESEARCH AND
DEVELOPMENT AUTHORITY

By: Leslie L. Ellis
Leslie L. Ellis, Chairman

Brenda M. Kaskow
Betty Jones

UNIVERSITY OF CENTRAL FLORIDA,
acting for and on behalf of the
Board of Regents of the State
of Florida

By: John Belknap
President

Mildred G. Kennedy
John L. Becker

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10
day of December, 1985, by Leslie L. Ellis, as Chairman of
the ORANGE COUNTY RESEARCH AND DEVELOPMENT AUTHORITY, on behalf
of the Authority.

Virginia B. Smith
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires March 8, 1986
Bonded by American Fire & Casualty Co.
STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of December, 1985, by Frank Calhoun as President of the UNIVERSITY OF CENTRAL FLORIDA, acting for and on behalf of the Board of Regents of the State of Florida, on behalf of the University.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES

000741 661738

RECORDED & RETURNED

Thomas A. Bell
County Clerk, Orange Co., FL

893-407-W06829-TC2

BOARD OF REGENTS ON BEHALF OF THE

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

17.00
17.50

Florida	Rec Fee	\$	17.50
Doc Tax	\$	50	
Int Tax	\$		
Total	\$	17.50	

By MJB
Deputy Clerk

2601917 ORANGE CO. FL.
08:48:00AM 09/19/86

OR3821 PG1385

EASEMENT

Lease No. 2846

THIS INDENTURE, Made and entered into this 6th day of August, A.D. 1986, between the Board of Regents of the State of Florida, acting pursuant to its authority granted by the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, party of the first part, Grantor herein, and the Florida Power Corporation, party of the second part, Grantee herein,

WHEREAS, Grantee has requested Grantor to grant an easement for the installation and maintenance of a utility pole and line on and across the following described land, lying and being in Orange County, Florida, belonging to Grantor;

NOW, THEREFORE, for and in consideration of the mutual benefits here under and all mutual covenants and conditions contained herein, Grantor does hereby grant to the Grantee, the right, privilege and easement to locate a utility pole and line, and construct, operate, inspect, alter improve, maintain, repair, remove and rebuild its facilities and attain ingress and egress to and upon the premises for the purpose of exercising the rights and privileges herein granted, upon and across the following described state-owned land, lying and being in Orange County, Florida, to wit:

EASEMENT

A portion of land lying in the SW 1/4 of Section 3, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 3, Township 22 South, Range 31 East; Run thence N-89°30'05"-E, along

Please return to
R. E. WISNER
FLORIDA POWER CORPORATION
Attn: Real Estate Department D2D
Post Office Box 14042
St. Petersburg, Florida 33733

J. F. STANFIELD

the South Line of said SW 1/4 of Section 3, Township 22 South, Range 31 East, a distance of 1344.85 feet to a railroad spike lying at the intersection of the centerline of State Road No. 520 (Alafaya Trail) and the South line of said SW 1/4 of Section 3, Township 22 South, Range 31 East; Thence continue N-89°30'05"-E, along said South line a distance of 51.66 feet; Run thence N-00°29'55"-W, a distance of 53.29 feet to the Point of Beginning, being the intersection of the Northerly Right-of-Way of University Boulevard and the Easterly right-of-Way of State Road No. 520 (Alafaya Trail), also being the point of curve; Thence Northerly along said Easterly Right-of-Way of State Road No. 520 (Alafaya Trail) 12.31 feet along a curve, concave to the East, having a radius of 5679.65 feet, through a central angle of 00°07'27" to a Department of Transportation Right-of-Way concrete monument, also being the point of tangency; Run thence along said Easterly Right-of-Way, N-01°10'28"-E, a distance of 59.55 feet; Run thence S-88°49'32"-E, a distance of 10.00 feet; Run thence S-01°10'28"-W, a distance of 60.63 feet; Run thence N-88°25'53"-E, a distance of 57.11 feet; Run thence S-01°34'07"-E, a distance of 3.75 feet to said Northerly Right of Way of University Boulevard, also being a non-tangent curve, concave to the North, having a radius of 375.74 feet and to which beginning a radial line bears N-12°40'27"-W; thence Southwesterly along said Northerly Right-of-Way of University Boulevard, 68.09 feet through a central angle of 10°23'00" to the Point of Beginning.

By acceptance of this easement, Grantee covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, hold and save harmless the Board of Regents, University of Central Florida, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the State of Florida from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this agreement.

DR302: PG1386

This easement is subject to the automatic reversion to the Grantor of all lands described herein and the cessation and

termination of this easement when, in the opinion of the Grantor, said lands are not utilized for the purposes outlined in this easement; and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by the Grantee.

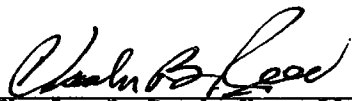
The recordation of this instrument shall constitute acceptance of the aforementioned conditions, reservations, reversions and covenants.

IN TESTIMONY WHEREOF, the legally designated agent of the Board of Regents has hereunto subscribed his name and has caused the official seal of the Board of Regents to hereunto affixed, in the City of Tallahassee, Florida, on the day and year first above written.

Florida Board of Regents

Attest (Seal)

BY


Charles B. Reed, Chancellor
Florida Board of Regents
Acting on behalf of the Board of
Trustees of the Internal
Improvement Trust Fund as
authorized under amendment to
Lease Number 2846, 1986.

JR382! PG1387

In witness whereof, the said Florida Power Corporation,
Grantee, whose post office address is Post Office Box 14042,
St. Petersburg, Florida, 33733, has hereunto set its hand this
2ND day of SEPTEMBER, 1986.

Signed in the
presence of:

James Scota
Witness

D. H. Van De Bogert
Witness



[Signature]
Florida Power Corporation

Name: G. C. MOORE

Title: VICE PRESIDENT

Subscribed and sworn to before me, the undersigned authority, this
2ND day of SEPTEMBER, 1986.

My Commission Expires: DEC. 28, 1987

ARMED & DANGEROUS
Thomas H. Laska
County Commissioner, Duval Co., FL

[Signature]
Notary Public

OR3821 PG1388

#60-70

This instrument prepared and
legal description approved
Date: February 10, 1989 By: ALICIA CREW
City: Deland, Florida
State of Florida
Department of Transportation

PARCEL NO. 22.4R
SECTION 75037-2501
STATE ROAD 434 (Alafaya Trail)
COUNTY ORANGE

3259543 ORANGE CO., FL.
03:16100PH 05/23/89

Form 7422-11.1

SUBORDINATION OF UTILITY INTERESTS

OR 4082 PG 4521

THIS AGREEMENT, entered into this 12th day of May, 1989, by
and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called
Department, and FLORIDA POWER CORPORATION, hereinafter called Utility.

WITNESSETH:

WHEREAS, the Utility presently has an interest in certain lands that have been
determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require
subordination of the interest claimed in such lands by Utility to the Department; and

WHEREAS, the Department is willing to pay to have the Utility's facilities
relocated if necessary to prevent conflict between the facilities so that the
benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the
parties hereto, Utility and Department agree as follows:

Utility subordinates any and all of its interests in the lands described as
follows, to wit:

PARCEL NO. 22	Rec Fee \$ <u>17.00</u>	MARTHA O. HAYNIE,
	Add Fee \$ <u>2.50</u>	Orange County
	Doc Tax \$	Comptroller <u>aj</u>
	Int Tax \$	By
That part of:	Total \$ <u>19.50</u>	Deputy Clerk

SECTION 75037-2501

The East 1/2 of the West 1/2 of Section 3, Township 22 South,
Range 31 East, lying East of Alafaya Trail, subject to right of
way for road over the North 40 feet thereof AND
That part of the NW 1/4 lying East of Alafaya Trail, and that part
of the NW 1/4 of the SW 1/4 (LESS the South 60 feet) lying East of
Alafaya Trail, of Section 10, Township 22 South, Range 31 East,
Orange County, Florida

described as follows:

Commence at the Southeast corner of the NW 1/4 of Section 3, Township 22 South, Range
31 East, Orange County, Florida; thence run South 89°57'44" West 1271.03 feet to the
Easterly existing right-of-way line of State Road 434 (Alafaya Trail) for the POINT
OF BEGINNING; thence North 0°37'07" East 1359.12 feet along said right-of-way line;
thence South 89°22'53" East 11 feet; thence South 0°37'07" West 400 feet; thence
South 89°22'53" East 14 feet; thence South 0°37'07" West 186.11 feet; thence South
85°53'13" East 229.23 feet; thence South 0°37'07" West 613.48 feet; thence South
18°50'03" West 352.52 feet; thence North 88°46'16" West 123.59 feet; thence South
01°13'44" West 758.73 feet; thence South 44°26'14" East 37.91 feet; thence North
89°53'33" East 15 feet; thence South 0°06'27" East 84.10 feet; thence South 89°53'33"
West 18.20 feet; thence South 45°33'15" West 37.04 feet; thence South 01°13'44" West
1118.78 feet; thence South 01°03'42" East 200.16 feet; thence South 01°13'44" West
133.35 feet to the beginning of a curve concave Easterly having a radius of 11,394.16
feet and a chord bearing of South 01°08'25" West; thence Southerly along the arc of
said curve through a central angle of 0°10'37" a distance of 35.20 feet for the end
of said curve; thence South 59°24'26" East 60.17 feet; thence South 14°50'21" East
110 feet; thence South 50°49'01" West 90.15 feet to the beginning of a curve concave
Easterly having a radius of 11,382.16 feet and a chord bearing of South 0°0'51" East;
thence Southerly along the arc of said curve through a central angle of 0°10'53" a
distance of 36.04 feet for the end of said curve; thence South 0°06'17" East 263.72
feet; thence South 03°02'51" West 152.95 feet to the beginning of a curve concave

Westerly having a radius of 1974.81 feet and a chord bearing of South 03°57'46" West; thence Southerly along the arc of said curve through a central angle of 01°57'43" a distance of 67.62 feet for the end of said curve; thence South 88°03'19" East 20 feet; thence South 2°14'55" West 20.21 feet; thence North 87°26'52" West 20 feet to the beginning of a curve concave Westerly having a radius of 1886.08 feet and a chord bearing of South 03°52'07" West; thence Southerly along the arc of said curve through a central angle of 02°37'58" a distance of 86.67 feet for the end of said curve; thence South 49°43'12" East 59.25 feet; thence South 06°54'03" West 90 feet; thence South 64°47'36" West 60.44 feet to the beginning of a curve concave Westerly having a radius of 1886.08 feet and a chord bearing of South 13°31'24" West; thence Southerly along the arc of said curve through a central angle of 07°16'23" a distance of 239.42 feet for the end of said curve; thence South 17°09'36" West 901.74 feet to the beginning of a curve concave Easterly having a radius of 1838.08 feet and a chord bearing of South 16°08'03" West; thence Southerly along the arc of said curve through a central angle of 2°03'06" a distance of 65.82 feet for the end of said curve; thence South 74°53'30" East 355.16 feet; thence South 30°56'43" West 400.31 feet; thence South 10°05'43" West 223.83 feet; thence South 34°25'01" East 347.19 feet; thence South 0°12'06" East 553.38 feet; thence South 73°09'50" West 99.54 feet; thence South 16°50'15" East 124.66 feet; thence South 32°12'26" West 38.14 feet; thence South 16°50'10" East 204.50 feet to the beginning of a curve concave Westerly having a radius of 1970.86 feet and a chord bearing of South 16°31'13" East; thence Southerly along the arc of said curve through a central angle of 0°37'54" a distance of 21.73 feet for the end of said curve; thence North 89°30'17" West 22.92 feet to the Easterly existing right-of-way line of State Road 434; thence North 16°50'10" West along said right-of-way line 914.20 feet to the beginning of a curve concave Easterly having a radius of 1860.08 feet and a chord bearing of North 0°09'43" East; thence Northerly along the arc of said curve through a central angle of 33°59'46" a distance of 1103.66 feet for the end of said curve; thence North 17°09'36" East 860.21 feet to the beginning of a curve concave Westerly having a radius of 1960.08 feet and a chord bearing of North 08°31'40" East; thence Northerly along the arc of said curve through a central angle of 17°15'53" a distance of 590.62 feet for the end of said curve; thence North 0°06'17" West 494.47 feet to the beginning of a curve concave Easterly having a radius of 5679.05 feet and a chord bearing of North 0°14'20" East; thence Northerly along the arc of said curve through a central angle of 0°41'13" a distance of 68.08 feet for the end of said curve; thence North 89°30'37" East 0.50 feet; thence North 01°12'06" East 626.49 feet; thence North 01°12'47" East 2040.20 feet to the Point of Beginning.

CONTAINING 17.431 Acres, more or less.

to the interest of the Department, its successors, or assigns, for the purpose of constructing, improving, maintaining and operating a road over, through, upon, and/or across such lands, including but not limited to the claim of interest based on the following:

Instrument	Date	From	To	O.R.	
				Book & Page	
Easement	8-6-86	T.I.I.T.F.	Florida Power Corporation	3821	1385

PROVIDED that the following rights are reserved to Utility:

1. The Utility shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the Department's current minimum standards for such facilities as required by the State of Florida, Department of Transportation, Utility Accommodation Guide, dated July, 1979. Any new construction or relocation of facilities within the lands will be subject to prior approval by the Department. Should the Department fail to approve any new construction or relocation of

facilities by the Utility or require the Utility to alter, adjust, or relocate its facilities located within said lands, the Department hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. The Utility shall have a reasonable right to enter upon the lands described herein for the purposes outlined in paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the Department's facilities.

3. The Utility agrees to repair any damage to Department facilities and to indemnify the Department against any loss or damage resulting from the Utility exercising its rights outlined in paragraphs 1 and 2 above.

OR 4082 PG 4523

IN WITNESS WHEREOF, it is expressly understood and agreed that the rights of the undersigned to obtain compensation and/or reimbursement for any utility adjustment and/or relocation required now or at any time in the future shall in no way be impaired or diminished by anything herein contained.

Page 4
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PARCEL NO. 22.4R
SECTION 75037-2501

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

Quinda S. Underhill

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By Thomas F. Barry, Jr.
Thomas F. Barry, Jr., P.E.
Acting District Secretary
for District Five

Nancy J. Landry

STATE OF FLORIDA
COUNTY OF VOLUSIA

APPROVED AS TO FORM, LEGALITY AND EXECUTION:

BY: George L. Smith
DISTRICT COUNSEL

The foregoing instrument was acknowledged before me this 12 day of May, 19 89, by Ben G. Watts, District Secretary for District Five.
Thomas F. Barry, Jr., P.E. Acting District Secretary

Quinda S. Underhill
Notary Public
State of Florida
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION END SEPT 30, 1993
NOTARY, TWO: GENERAL JRS. DIST.



Signed, sealed and delivered
in our presence as witnesses:

Diann H. Vance Bogart

Diann H. Wallace

FLORIDA POWER CORPORATION

By Philip C. Henry
VICE President

ATTEST: Cathleen P. Kortright
Assistant Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE me personally appeared Philip C. Henry and Cathleen P. Kortright, to me well known, and known to be the individuals described in and who executed the foregoing instrument as Vice President and Assistant Secretary of the above-named Utility and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and the said instrument is the free act and deed of said Utility.

WITNESS my hand and official seal this 24th day of April, 19 89

Donald H. Hahn
Notary Public
State of Florida
My Commission Expires: DEC. 28, 1991

RECORDED & RECORD VERIFIED

Martha O'Haynes
County Comptroller, Orange Co., FL

OR 4082 PG 4 524