

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

**EASEMENT**

Easement No. 28329

THIS INDENTURE, made and entered into this 14th day of July, 1990, between the 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, hereinafter referred to as "GRANTOR", and ORANGE COUNTY, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the State of Florida Board of Regents under Lease No. 2721; and **3990313 Orange Co. FL. 02/10/92 03:45:54PM**

WHEREAS, the managing agency has agreed to the proposed use of this land under this instrument; and **OR 4372 PG2737**

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for the construction and maintenance of a road and drainage facilities.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant, a non-exclusive easement unto GRANTEE over and across the following described real property in Orange County, Florida, to-wit:

(See Exhibit A Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Natural Resources.
2. TERM: The GRANTOR does hereby grant to the GRANTEE an easement for as long as the Easement is used and maintained as public road right-of-way. If the Easement is ever abandoned for public road right-of-way, all right, title and interest conveyed under this instrument shall automatically revert to the GRANTOR.

RETURN TO:  
GARY SHOWE  
ENGINEERING DEPT.

MARTHA O. HAYNES  
Orange County  
Comptroller  
By [Signature] Deputy Clerk

Ref Fee \$	33.00
Add Fee \$	4.50
Doc Tax \$	0.00
Int Tax \$	0.00
Total \$	37.50

3. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the construction and maintenance of a road and drainage facilities upon and across the property described in Exhibit A during the term of this easement. This easement shall be non-exclusive. GRANTOR, retains the right to engage in any activities on, over, across or below the easement area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit A during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law.

Upon written request from GRANTOR not later than sixty (60) days after termination or expiration of this easement, GRANTEE shall restore the lands over which this easement is granted to substantially the same condition as existed on the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and

terminate.

If the lands described in Exhibit A are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

4. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. INDEMNITY: 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 GRANTOR and the State of Florida from any and all claims, actions lawsuits and demands of any kind or nature arising out of this easement to the extent provided by law.

8. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites

on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

10. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit A or against any interest of GRANTOR therein.

11. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. SOVEREIGNTY SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

13. DUPLICATE ORIGINALS: This easement is executed in duplicate originals each of which shall be considered an original for all purposes.

14. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

15. TIME: Time is expressly declared to be of the essence of this easement.

16. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other

materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

17. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

18. AUTOMATIC REVERSION: This easement is subject to an automatic termination and reversion to GRANTOR upon thirty (30) days prior written notice to GRANTEE when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys fees.

19. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

20. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

IN WITNESS WHEREOF, the parties have caused this easement to be executed the day and year first above written.

Virginia D. Curry  
Witness  
Kelly Johnson  
Witness

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA  
By: [Signature] (SEAL)  
DIRECTOR, DIVISION OF STATE  
LANDS, DEPARTMENT OF NATURAL  
RESOURCES

"GRANTOR"

OR4 372 PG2741

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 4th day of May, 1990, by Percy W. Malinson, Jr., as Director, Division of State Lands, Department of Natural Resources.

James R. Case (SEAL)  
NOTARY PUBLIC

My Commission Expires: July 14, 1992

Approved as to Form and Legality

By: James R. Case  
DNR Attorney

BOARD OF COUNTY COMMISSIONERS OF  
ORANGE COUNTY, FLORIDA

By: Bill Duggan (SEAL)  
Its: Vice Chairman

"GRANTEE"

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7th day of March, 1990, by Bill Duggan, as Vice Chairman, Board of County Commissioners, Orange County, Florida.

Ray L. Fitching (SEAL)  
NOTARY PUBLIC

My Commission Expires: Mar. 26, 1992

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: MAR. 26, 1992  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

FOR THE USE AND  
OF ORANGE COUNTY, FLORIDA  
APPROVED AND FILED

February 16 1990  
Ray L. Fitching  
NOTARY PUBLIC

EXHIBIT A

ROADWAY EASEMENT MCCULLOCH ROAD

The North 20 feet of the East 3/4 of Section 3, Township 22 South, Range 31 East, Orange County, Florida, less the West 56 feet and the North 40 feet for right of way. ALSO: The North 20 feet of the West 1/2 of Section 2, Township 22 South, Range 31 East, Orange County, Florida, less the North 40 feet for right of way, all being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 3, Township 22 South, Range 31 East, Orange County, Florida, being the centerline intersection of Alafaya Trail and McCulloch Road; run thence South 89°55'34" East along the North line of the said Northeast 1/4 of the Northwest 1/4 of Section 3, a distance of 56.00 feet; thence run South 00°56'06" West parallel with the West line of the said Northeast 1/4 of the Northwest 1/4 of Section 3, a distance of 40.00 feet to the Point of Beginning; thence South 89°55'34" East parallel with the said North line of the Northeast 1/4 of the Northwest 1/4 of Section 3, a distance of 1269.10 feet; thence North 89°59'52" East 40 feet South of and parallel with the North line of the Northeast 1/4 of said Section 3 a distance of 2649.12 feet; thence North 89°56'13" East 40 feet South and parallel with the North line of the aforesaid West 1/2 of Section 2, a distance of 1666.31 feet; thence South 00°03'47" East a distance of 20.00 feet; thence South 89°56'13" West 60 feet South of and parallel with the aforesaid North line of the West 1/2 of Section 2, a distance of 1666.32 feet; thence South 89°59'52" West 60 feet South of and parallel to the aforesaid North line of the Northeast 1/4 of Section 3, a distance of 2649.15 feet; thence North 89°55'34" West 60 feet South of and parallel with the aforesaid North line of the Northeast 1/4 of the Northwest 1/4 of Section 3, a distance of 1269.41 feet to the East right of way line of Alafaya Trail; thence North 00°56'06" East along said right of way line a distance of 20.00 feet to the Point of Beginning.

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

Commence at the Northwest corner of said Section 2 and run S 89°11'38" E along the North line of the Northwest 1/4 of said Section 2 for a distance of 1666.29 feet; thence run S 00°48'22" W for a distance of 40.00 feet to the Point of Beginning; thence continue S 00°48'22" W for a distance of 20.00 feet; thence run S 89°11'38" E along the South line of the North 60.00 feet of said Northwest 1/4 for a distance of 185.04 feet; thence run S 00°48'22" W for a distance of 25.00 feet; thence run S 89°11'38" E for a distance of 150.00 feet; thence run N 00°48'22" E for a distance of 25.00 feet; thence run S 89°11'38" E for a distance of 403.00 feet; thence run S 00°48'22" W for a distance of 20.00 feet; thence run S 89°11'38" E for a distance of 20.00 feet; thence run N 00°48'22" E for a distance of 20.00 feet; thence run S 89°11'38" E for a distance of 229.78 feet; thence run N 00°32'45" E along the East line of said Northwest 1/4 for a distance of 20.00 feet; thence run N 89°11'38" W along the South line of the North 40.00 feet of said Northwest 1/4 and the South Right-of-Way line of McCulloch Road for a distance of 987.73 feet to the Point of Beginning.

DRAILAGE EASEMENT

POND TRACT "A"

A proposed tract being a portion of the East 3/4 of Section 3, Township 22 South, Range 31 East, Orange County, Florida, less West 56 feet and the North 40 feet for right of way described as follows:

Commencing at the Northwest corner of the NE 1/4 of Section 3, Township 22 South, Range 31 East, run South 00°02'09" West a distance of 60.00 feet for the Point of Beginning; thence South 00°23'16" East a distance of 150.00 feet; run thence North 89°55'34" West parallel with the North line of the said NW 1/4 a distance of 255.00 feet; run thence North 00°23'16" West a distance of 150.00 feet; run thence South 89°55'34" East 60.00 feet South of and parallel with said North line of the NW 1/4 a distance of 255.00 feet to the Point of Beginning.

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POND TRACT "B"

A proposed pond tract being a portion of the East 3/4 of Section 3, Township 22 South, Range 31 East, Orange County, Florida, less the West 56 feet and the North 40 feet for right of way described as follows:

Commencing at the Northwest corner of the NE 1/4 of Section 3, Township 22 South, Range 31 East, run North 89°59'52" East along the North line of the said NE 1/4 a distance of 1250.00 feet; run thence South 00°00'08" East a distance of 60.00 feet for the Point of Beginning; thence continue South 00°00'08" East a distance of 190.00 feet; run thence North 89°59'52" East parallel with the said North line of the NE 1/4 a distance of 240.00 feet; run thence North 00°00'08" West a distance of 190.00 feet; run thence South 89°59'52" West 60.00 feet South of and parallel to the said North line of the NE 1/4 a distance of 240.00 feet to the Point of Beginning.

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POND TRACT "C"

A proposed pond tract being a portion of the West 1/2 of Section 2, Township 22 South, Range 31 East, Orange County, Florida, less North 40 feet for road described as follows:

Commencing at the Northwest corner of the NW 1/4 of Section 3, Township 22 South, Range 31 East, run North 89°56'13" East along the North line of said NW 1/4 a distance of 1446.29 feet; run thence South 00°03'47" East a distance of 60.00 feet for the Point of Beginning; thence continue South 00°03'47" East a distance of 160.00 feet; run thence North 89°56'13" East parallel with the said North line of the NE 1/4 a distance of 220.00 feet; run thence North 00°03'47" West a distance of 160.00 feet; run thence South 89°56'13" West 60.00 feet South of and parallel to the said North line of the NW 1/4 a distance of 220.00 feet to the Point of Beginning.

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OR4372 PG2744



Prepared By  
Scott A. Silzer, Esquire  
University of Central Florida  
Office of General Counsel  
Orlando, Florida 32816-0015

Orange Co FL 4930651  
07/07/94 02:03:01pm  
OR Bk 4765 Pg 2764  
Rec 109.50

Orange Co FL 4930903  
07/07/94 02:41:44pm  
OR Bk 4765 Pg 3407  
Rec 109.50

Tax Folio No. 03-22-31-0000-0005

S U B - L E A S E

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 Alpha Tau Omega House Corporation, Inc.

\_\_\_\_\_ ("Tenant" herein), whose  
mailing address is 2584 Westminster Terrace, Oviedo FL 32765,

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 an additional (20) year term as hereinafter provided.

2. Tenant acknowledges that the Lot is the subject of a ninety-nine (99) year lease (No. 2721) 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 ("Lessor" herein). 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 Tenant asserts that it is desirous of sponsoring a housing unit at the University at which its members and scholars can be housed and to which its name 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:

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  
facia 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  
vandal-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.

(1) 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 Lessor, 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 Lessor, Landlord nor University assumes any obligation to inspect the various phases of construction of the housing facility. Similarly, although Lessor, Landlord and University do not have any obligation to inspect the construction of the housing facility at any time, if, at their option and for their own benefit, they, or any of them, actually inspect or cause to be inspected, the housing facility or any phase of construction thereof, or do no

inspections, Lessor, Landlord and University shall not 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 juncture, 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 successor tenant meeting University or lender or mortgagee requirements is available, the University shall then declare that the project has been permanently abandoned, and that title to 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 and Lessor the right to terminate this Lease on the following terms and conditions:

Tenant shall make said offer to Landlord and Lessor in writing, and Landlord and Lessor 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 or Lessor terminate the Lease, Landlord 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-sub-lease 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-sub-Lessee 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-sub-lease 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 the 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 asserted 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 Lessor, Landlord and University as additional insureds, and shall insure Lessor, 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 Lessor and Landlord at the time of their 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, Lessor, 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, Lessor, 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 officers(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 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 Lessor and 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.

20. No assent, 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



OR Bk 4765 Pg 2780  
Orange Co FL 4930651  
illustration and not limitation, the right to take any action 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, 282 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: 2584 Westminster

Tenn CIVIL, Fz 3.765  
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.

OR Bk 4765 Pg 3423  
Orange Co FL 4930903

IN WITNESS WHEREOF, the parties have caused this sublease to be executed in four (4) counterparts, each of which shall be deemed an original, on the dates indicated.

STATE OF FLORIDA BOARD OF REGENTS

Kimberly Ellis  
Witness KIMBERLY ELLIS  
Lesley Langston  
Witness LESLEY LANGSTON

By: Charles B. Reed (SEAL)

Its: CHANCELLOR

"LANDLORD"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of MARCH, 1997, by CAMELUS B. REED, as CHANCELLOR.

Sandra B. George (SEAL)  
NOTARY PUBLIC

My Commission Expires:



SANDRA B. GEORGE  
MY COMMISSION # CC 008824 EXPIRES  
May 3, 1995  
BONDED THRU TROY FARM INSURANCE, INC.

STATE OF FLORIDA UNIVERSITY OF  
CENTRAL FLORIDA

Camille M. Mounce  
Witness CAMILLE MOUNCE  
Ann D. Schuster  
Witness ANN D. SCHUSTER

By: John C. Hitt (SEAL)

Its: President

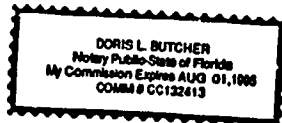
"UNIVERSITY"

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December, 1993, by John C. Hitt, as PRESIDENT.

Doris L. Butcher (SEAL)  
NOTARY PUBLIC

My Commission Expires:



OR Bk 4765 Pg 3424  
Orange Co FL 4930903

Shaun Kane  
Witness **SHAUN KANE**  
Pamela Hounce  
Witness **PAMELA HOUNCE**

STATE OF FLORIDA

ALPHA TAU OMEGA/ETA RHO INC.

By: [Signature] (SEAL)

Its: Alpha Tau Omega House App. Tr.

"TENANT"

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this  
1st day of Dec, 1993, by Douglas J. Nance, of  
Alpha Tau Omega House App. Tr., a F.R.D.A.  
corporation on behalf of the corporation.

Doris L. Butcher (SEAL)  
NOTARY PUBLIC

My Commission Expires:



Consented to by the TRUSTEES on 12th day of May, 1994.

[Signature]  
Director, Division of State Lands,  
Department of Environmental Protection

Approved as to Form and Legality

By: [Signature]  
DEP Attorney

OR Bk 4765 Pg 3425  
Orange Co FL 4930903

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 10

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 centerline of State Road S-520 as shown by Florida State Road Department plans for Section No. 75701 - 2601 dated December 23, 1952, 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 centerline 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 centerline of Aquarius Drive for a distance of 198.67 feet; run Thence N.  $00^{\circ}48'41''$  S. for a distance of 472.71 feet; run Thence N.  $18^{\circ}45'00''$  E. for a distance of 352.50 feet; Thence run N.  $55^{\circ}45'00''$  E. 516.39 feet to the POINT OF BEGINNING; Thence run N.  $30^{\circ}59'09''$  W., 141.30 feet; Thence run Northerly along a 63.00 foot radius curve to the left whose chord bears N.  $14^{\circ}30'26''$  E. 88.33 feet through a central angle of  $89^{\circ}00'51''$  an arc distance of 97.88 feet; Thence run N.  $30^{\circ}00'00''$  W., 56.71 feet to the P.C. of a 9.00 foot radius curve to the right; Thence run Northerly along said curve whose chord bears N.  $15^{\circ}00'00''$  W. 4.66 feet, through a central angle of  $30^{\circ}00'00''$  and arc distance of 4.71 feet; Thence run N.  $00^{\circ}00'00''$  E. 130.65 feet; Thence run Southeasterly along a 940.86 foot radius curve to the right whose chord bears S.  $69^{\circ}57'18''$  E. 453.48 feet, through a central angle of  $27^{\circ}53'26''$  an arc distance of 457.99 feet; Thence run S.  $55^{\circ}45'00''$  W., 418.38 feet to the Point of Beginning, containing 92.369 square feet of 2.121 acres.

**AMENDMENT TO CORRECT AND CHANGE  
THE NAME OF TENANT**

THIS AMENDMENT is entered into this 6th day of <sup>July</sup>~~June~~, 1994 between the BOARD OF REGENTS OF THE STATE OF FLORIDA ("Landlord") acting for and on behalf of the UNIVERSITY OF CENTRAL FLORIDA ("University") and the UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC., a Florida corporation ("Tenant"). The Tenant on December 1, 1993, the Landlord on May 24, 1994 and the University on December 16, 1993 entered into a Sublease (the "Sublease") of certain Premises located in Orange County, Florida described in Exhibit "A" hereof (hereinafter referred to as the "Subleased Premises").

At the time of the execution of the Sublease by the parties, the name of the Tenant was incorrectly referred to in the Sublease as ALPHA TAU OMEGA HOUSE CORPORATION, INC. The correct name of the Tenant at the time of the execution of the Sublease was ALPHA TAU OMEGA/ETA RHO, INC., a Florida corporation which subsequently changed its corporate name by amendment to its Articles of Incorporation to UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC., a Florida corporation.

The Landlord, the University and the Tenant hereby agree, for the purpose of correcting the corporate name of the Tenant in the Sublease, the following to be true:

1. The correct name of the Tenant of the Sublease at the time it was executed by all parties was: ALPHA TAU OMEGA/ETA RHO, INC., a Florida corporation having its offices at 2584 Westminster Terrace, Oviedo, Florida 32765; and

2. Due to the change of its corporate name, the Tenant's current name is: UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC., a Florida corporation with offices at the same address as set forth above.

3. The Sublease is hereby revised and corrected to reflect Tenant's corporate name at the time of the execution of the Sublease by all parties to ALPHA TAU OMEGA/ETA RHO, INC. and thereafter effective June 13, 1994, the Tenant's corporate name was changed to UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC., a Florida corporation.

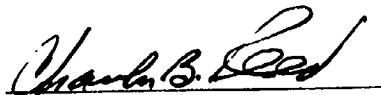
4. No other modifications, changes or amendments are made to the Sublease or intended hereby, except as set forth above. This amendment shall be attached to the Sublease and made a part thereof effective the date this amendment is signed by all parties.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AMENDMENT TO BE EXECUTED IN FOUR COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, ON THE DATES INDICATED BELOW.

"LANDLORD"

State of Florida Board of Regents

By



By Charles B. Reed  
As Its Chancellor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

"UNIVERSITY"

State of Florida University of Central Florida

Ann D. Schuster  
Witness  
[Signature]  
Witness

[Signature]  
By John C. Hitt  
As Its President

"TENANT"

University of Central Florida Alpha Tau  
Omega Housing Corporation, Inc.

[Signature]  
Witness  
[Signature]  
Witness

[Signature]  
By Douglas J. Weaver  
As Its President

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 1st day of July, 1994, by  
CHARLES B. REED, as Chancellor of the State of Florida Board of Regents, on its behalf.



SANDRA B. GEORGE  
MY COMMISSION # CC 098924 EXPIRES  
May 3, 1995  
BONDED THIRD TROY FARM INSURANCE, INC.

[Signature]  
Signature of Notary Public

SANDRA B. GEORGE  
Name of Notary Public (Typed,  
Printed or stamped)

Personally Known ✓ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 1994, by  
John C. Hitt, as President of the State of Florida University of Central Florida, on its behalf.

Charlotte A. Myers  
Signature of Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOVEMBER 27, 1994  
BONDED THRU HUCKLEBERRY & ASSOCIATES

CHARLOTTE A. MYERS  
Name of Notary Public (Typed,  
Printed or stamped)

Personally Known ☒ Type of Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 1994, by  
Douglas J. Weaver, as President of the University of Central Florida Alpha Tau Omega Housing  
Corporation, Inc., on its behalf.



FRANINE STUCKY  
MY COMMISSION # 00302411 EXPIRES  
JULY 18, 1997  
BONDED THRU TFCI INSURANCE CO.

Franine Stucky  
Signature of Notary Public

FRANINE STUCKY  
Name of Notary Public (Typed,  
Printed or stamped)

Personally Known ☒ Type of Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**EXHIBIT "A"**

Lot 10

From the Southwest corner of Section 3, Township 22 South, Range 31 East, Orange County, Florida; run N. 89°26'19" E. along the South line of the Southwest ¼ 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 at the centerline of State Road S-520 as shown by Florida State Road Department plans for Section NO. 75701 - 2601 dated December 23, 1959, 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 No. 01°08'00" E. along the tangent of said curve and continuing No. 01°08'00" E. along the centerline of State Road S-520 for a distance of 2001.44 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 N. 89°21'03" E. along the centerline of Aquarius Drive for a distance of 198.67 feet; run Thence N. 00°48'41" S. for a distance of 472.71 feet; run Thence N. 18°45'00" E. for a distance of 352.50 feet; Thence run N. 55°45'00" E. 516.39 feet to the POINT OF BEGINNING; Thence run N. 30°59'09" W., 141.30 feet; Thence run Northerly along a 63.00 foot radius curve to the left whose chord bears N. 14°30'26" E. 88.33 feet through a central angle of 89°00'51" an arc distance of 97.88 feet; Thence run N. 30°00'00" W., 56.71 feet to the P.C. of a 9.00 foot radius curve to the right; Thence run Northerly along said curve whose chord bears N. 15°00'00" W. 4.66 feet, through a central angle of 30°00'00" and arc distance of 4.71 feet; Thence run N. 00°00'00" E. 130.65 feet; Thence run Southeasterly along a 940.86 foot radius curve to the right whose chord bears S. 69°57'19" E. 453.48 feet, through a central angle of 27°53'26" an arc distance of 457.99 feet; Thence run S. 55°45'00" W. 418.38 feet to the Point of Beginning.



**RECORDATION REQUESTED BY:**

TD Bank, N.A.  
1701 Route 70 East  
Cherry Hill, NJ 08034

**WHEN RECORDED MAIL TO:**

TD Bank, N.A.  
P.O. Box 1029  
Greenville, SC 29602

Ⓡ PATRICK W. DOYLE  
P.O. BOX 1328  
WINTER PARK, FL 32790

DOC# 20130044289 B: 10509 P: 6023  
01/23/2013 10:51:06 AM Page 1 of 11  
Rec Fee: \$95.00  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$1,000.00  
Mortgage Stamp: \$1,750.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
MB - Ret To: MURRAH DOYLE AND WIGLE PA  
MB

This Mortgage prepared by:

Name: DIANE WILLIAMS, DOCUMENT SPECIALIST  
Company: TD Bank, N.A.  
Address: 1701 Route 70 East, Cherry Hill, NJ 08034



\*L0161000001472976900100940120\*

**MORTGAGE  
FUTURE ADVANCES**

**MAXIMUM LIEN.** The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$1,000,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

**THIS MORTGAGE** dated January 17, 2013, is made and executed between **UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC.**, whose address is 4419 GREEK CT, ORLANDO, FL 32816 (referred to below as "Grantor") and TD Bank, N.A., whose address is 1701 Route 70 East, Cherry Hill, NJ 08034 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in, to and under the Lease described below of the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation any rights Grantor later acquires in the fee simple title to the land, subject to the Lease, and all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **ORANGE County, State of Florida:**

See Schedule A, which is attached and made a part of this instrument, as if fully set forth herein

The Real Property or its address is commonly known as **4419 GREEK COURT, ORLANDO, FL 32826.**

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all

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**MORTGAGE  
(Continued)**

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Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**FUTURE ADVANCES.** In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor within twenty (20) years of the date of this Mortgage, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$1,000,000.00.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$500,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's leasehold interest in the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Subsequent Liens.** Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to

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(Continued)**

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those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**Compliance with Lease.** Grantor will pay all rents and will strictly observe and perform on a timely basis all other terms, covenants, and conditions of the Lease. Grantor will indemnify, defend, and hold Lender harmless against all losses, liabilities, actions, suits, proceedings, costs including reasonable attorneys' fees claims, demands, and damages whatsoever which may be incurred by reason of Grantor's failure to pay rents or strictly observe or perform under the Lease.

**Other Agreements Relating to the Lease.** Grantor further agrees (1) not to surrender, terminate, or cancel the Lease, and (2) not to modify, change, supplement, alter, or amend the Lease, either orally or in writing, without Lender's prior written consent. Any attempt by Grantor to do any of the foregoing without Lender's prior written consent will be void and of no force and effect. At Lender's option, Grantor will deposit with Lender as further security all original documents relating to the Lease and the leasehold interest in the Property. Unless Grantor is in breach or default of any of the terms contained in this Mortgage, Lender will have no right to cancel, modify, change, supplement, alter or amend the leasehold interest. No estate in the Property, whether fee title to the leasehold premises, the leasehold estate, or any subleasehold estate, will merge without Lender express written consent; rather these estates will remain separate and distinct, even if there is a union of these estates in the landlord, Grantor, or a third party who purchases or otherwise acquires the estates. Grantor further agrees that if Grantor acquires all or a portion of the fee simple title, or any other leasehold or subleasehold title to the Property, that title will, at Lender's option, immediately become subject to the terms of this Mortgage, and Grantor will execute, deliver and record all documents necessary or appropriate to assure that such title is secured by this Mortgage.

**Notices Relating to the Lease.** Grantor will promptly notify Lender in writing:

- (1) if Grantor is in default in the performance or observance of any of the terms, covenants, or conditions which Grantor is to perform or observe under the Lease;
- (2) if any event occurs which would constitute a default under the Lease;
- (3) if any notice of default is given to Grantor by the landlord under the Lease;
- (4) if, pursuant to the Lease, any proceeds received for the Property are deposited with someone other than Lender, whether received from any insurance on the Property or from the taking of any or all of the Property by eminent domain; and
- (5) if any arbitration or appraisal proceedings are requested or instituted pursuant to the Lease.

Grantor agrees to provide Lender promptly with a copy of all written materials relating to any of the above and to provide Lender with such other information as Lender may reasonably request. Grantor agrees that promptly after the execution and delivery of this Mortgage, Grantor will notify the landlord under the Lease in writing of the execution and delivery of this Mortgage and of the name and address of Lender and will deliver a copy of this Mortgage to the landlord.

**Option to Cure Lease Default.** Upon Lender's receipt of any written notice of Grantor's default under the Lease, Lender may, at Lender's option, cure such default, even though Grantor, or any party on behalf of Grantor, questions or denies the existence of such default or the nature of the default. Grantor expressly grants to Lender the absolute and immediate right to enter upon the Property to such extent and as often as Lender in its sole discretion deems necessary or desirable in order to prevent or cure any such default by Grantor.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage

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endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the leasehold interest in the Property pursuant to the Lease, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such

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proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

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**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Lease Default.** Grantor defaults under the terms of the Lease, or any other event (whether or not Grantor's fault) results in the termination or cancellation of Grantor's leasehold rights.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Right to Cure.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender. Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

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**MORTGAGE  
(Continued)**

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**Appoint Receiver.** In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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**MORTGAGE  
(Continued)**

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**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Default.** The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC..

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by



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**MORTGAGE  
(Continued)**

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Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

**Lease.** The word "Lease" means the lease of the Property dated January 22, 1974, between STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, Landlord and Grantor, which was recorded as follows: RECORDED JULY 7, 1994 IN ORANGE COUNTY IN DEED BOOK 4765 PAGE 3407 AT 02:41:44 pm.

**Lender.** The word "Lender" means TD Bank, N.A., its successors and assigns.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated January 17, 2013, in the original principal amount of \$500,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC.

By: 

VERNON EDGAR, CHAIRMAN of UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC.

**WITNESSES:**

X 

Bobby Cooper

X 

PATRICK W. DOYLE

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**MORTGAGE  
(Continued)**

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**CORPORATE ACKNOWLEDGMENT**STATE OF FLORIDA

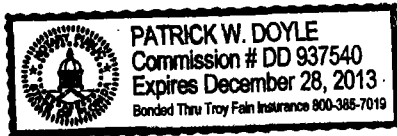
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COUNTY OF ORANGE

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The foregoing instrument was acknowledged before me this January day of 2013, 2013  
 by **VERNON EDGAR, CHAIRMAN** of **UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC.**, a Florida  
 corporation, each on behalf of the corporation. He or she is personally known to me or has produced Florida Drivers License  
 as identification.



Patrick W. Doyle  
 (Signature of Person Taking Acknowledgment)

PATRICK W. DOYLE  
 (Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

Borrower: University of Central Florida Alpha Tau Omega Housing Corporation, Inc.  
 Lender: TD Bank, N.A. its successors and/or assigns as their interest may appear

#### SCHEDULE "A"

##### Lot 10:


From the Southeast 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 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 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 centerline 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 centerline of Aquarius Drive for a distance of 198.67 feet; run thence N.  $00^{\circ}48'41''$  S. for a distance of 472.71 feet; run thence N.  $18^{\circ}45'00''$  E. for a distance of 352.50 feet; thence run N.  $55^{\circ}45'00''$  E. 516.39 feet to the POINT OF BEGINNING; Thence run N.  $30^{\circ}59'09''$  W. 141.30 feet; thence run Northerly along a 63.00 foot radius curve to the left whose chord bears N.  $14^{\circ}30'26''$  E. 88.33 feet through a central angle of  $89^{\circ}00'51''$  an arc distance of 97.88 feet; thence run N.  $30^{\circ}00'00''$  W. 56.71 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Northerly along said curve whose chord bears N.  $15^{\circ}00'00''$  W. 4.66 feet, through a central angle of  $30^{\circ}00'00''$  E. 130.65 feet; thence run Southeasterly along a 940.86 foot radius curve to the right whose chord bears S.  $69^{\circ}57'18''$  E. 453.48 feet, through a central angle of  $27^{\circ}53'26''$  an arc distance of 457.99 feet; thence run S.  $55^{\circ}45'00''$  W., 418.38 feet to the Point of Beginning.

**RECORDATION REQUESTED BY:**

TD Bank, N.A.  
1701 Route 70 East  
Cherry Hill, NJ 08034

**WHEN RECORDED MAIL TO:**

TD Bank, N.A.  
P.O. Box 1029  
Greenville, SC 29602

DOC# 20130044290 B: 10509 P: 6034  
01/23/2013 10:51:06 AM Page 1 of 7  
Rec Fee: \$61.00  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
MB - Ret To: MURRAH DOYLE AND WIGLE PA  


This ASSIGNMENT OF RENTS prepared by:

Name: DIANE WILLIAMS, DOCUMENT SPECIALIST  
Company: TD Bank, N.A.  
Address: 1701 Route 70 East, Cherry Hill, NJ 08034



\*L0113000001472976900100940120\*

**ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS dated January 17, 2013, is made and executed between UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC., whose address is 4419 GREEK CT, ORLANDO, FL 32816 (referred to below as "Grantor") and TD Bank, N.A., whose address is 1701 Route 70 East, Cherry Hill, NJ 08034 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in ORANGE County, State of Florida:

See Schedule A, which is attached and made a part of this instrument, as if fully set forth herein

The Property or its address is commonly known as 4419 GREEK COURT, ORLANDO, FL 32826. Grantor's interest in the Property is a leasehold interest as set forth in the Lease described below.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

## ASSIGNMENT OF RENTS (Continued)

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**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Florida and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

## ASSIGNMENT OF RENTS (Continued)

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Page 3

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Assignment or any of the Related Documents.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** In the event of a suit being instituted to foreclose this Assignment, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness.

## ASSIGNMENT OF RENTS (Continued)

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by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Florida.

**Merger.** There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment

## ASSIGNMENT OF RENTS (Continued)

Loan No: 9001

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and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waive Jury.** All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC..

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC..

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

**Lender.** The word "Lender" means TD Bank, N.A., its successors and assigns.

**Note.** The word "Note" means the promissory note dated January 17, 2013, in the original principal amount of **\$500,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.



# **ASSIGNMENT OF RENTS (Continued)**

Loan No: 9001

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THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON JANUARY 17, 2013.

GRANTOR:

UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC.

By:

Vernon Edgar  
VERNON EDGAR, CHAIRMAN of UNIVERSITY OF CENTRAL FLORIDA ALPHA  
TAU OMEGA HOUSING CORPORATION, INC.

WITNESSES:

X Bobby Cooper

X Patrick W. Doyle

PATRICK W. DOYLE

## **CORPORATE ACKNOWLEDGMENT**

STATE OF Florida

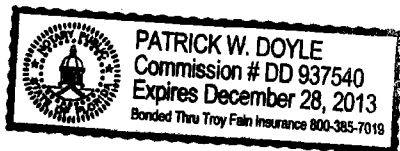
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) SS

COUNTY OF ORANGE

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The foregoing instrument was acknowledged before me this 17th day of January, 2013 by VERNON EDGAR, CHAIRMAN of UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC., a Florida corporation, each on behalf of the corporation. He or she is personally known to me or has produced Florida Drivers License as identification.



Patrick W. Doyle  
(Signature of Person Taking Acknowledgment)

PATRICK W. DOYLE  
(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

Borrower: University of Central Florida Alpha Tau Omega Housing Corporation, Inc.  
 Lender: TD Bank, N.A. its successors and/or assigns as their interest may appear

#### SCHEDULE "A"

##### Lot 10:

From the Southeast 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 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 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 centerline 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 centerline of Aquarius Drive for a distance of 198.67 feet; run thence N.  $00^{\circ}48'41''$  S. for a distance of 472.71 feet; run thence N.  $18^{\circ}45'00''$  E. for a distance of 352.50 feet; thence run N.  $55^{\circ}45'00''$  E. 516.39 feet to the POINT OF BEGINNING; Thence run N.  $30^{\circ}59'09''$  W. 141.30 feet; thence run Northerly along a 63.00 foot radius curve to the left whose chord bears N.  $14^{\circ}30'26''$  E. 88.33 feet through a central angle of  $89^{\circ}00'51''$  an arc distance of 97.88 feet; thence run N.  $30^{\circ}00'00''$  W. 56.71 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Northerly along said curve whose chord bears N.  $15^{\circ}00'00''$  W. 4.66 feet, through a central angle of  $30^{\circ}00'00''$  E. 130.65 feet; thence run Southeasterly along a 940.86 foot radius curve to the right whose chord bears S.  $69^{\circ}57'18''$  E. 453.48 feet, through a central angle of  $27^{\circ}53'26''$  an arc distance of 457.99 feet; thence run S.  $55^{\circ}45'00''$  W., 418.38 feet to the Point of Beginning.

**RECORDATION REQUESTED BY:**

TD Bank, N.A.  
1701 Route 70 East  
Cherry Hill, NJ 08034

**WHEN RECORDED MAIL TO:**

TD Bank, N.A.  
P.O. Box 1029  
Greenville, SC 29602

DOC# 20130044291 B: 10509 P: 6041  
01/23/2013 10:51:06 AM Page 1 of 7  
Rec Fee: \$61.00  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
MB - Ret To: MURRAH DOYLE AND WIGLE PA

This Hazardous Substances Agreement prepared by:

Name: DIANE WILLIAMS, DOCUMENT SPECIALIST  
Company: TD Bank, N.A.  
Address: 1701 Route 70 East, Cherry Hill, NJ 08034

## HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated January 17, 2013, is made and executed among UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC., whose address is 4419 GREEK CT, ORLANDO, FL 32816 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and TD Bank, N.A., 1701 Route 70 East, Cherry Hill, NJ 08034 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

**PROPERTY DESCRIPTION.** The word "Property" as used in this Agreement means the following Real Property located in ORANGE County, State of Florida:

See Schedule A, which is attached and made a part of this instrument, as if fully set forth herein

The Real Property or its address is commonly known as 4419 GREEK COURT, ORLANDO, FL 32826.

**REPRESENTATIONS.** The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

**Use of Property.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

**Hazardous Substances.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

**No Notices.** Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

**AFFIRMATIVE COVENANTS.** Indemnitor covenants with Lender as follows:

**Use of Property.** Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

**Compliance with Environmental Laws.** Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

**Preventive, Investigatory and Remedial Action.** Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property

## HAZARDOUS SUBSTANCES AGREEMENT (Continued)

Loan No: 9001

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damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

**Notices.** Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

**Access to Records.** Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

**Inspections.** Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

**INDEMNITOR'S WAIVER AND INDEMNIFICATION.** Indemnitor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, costs, fines, penalties and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, including without limitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, or (iv) the contamination of any of the Property by, or the presence, release or threatened release of, Hazardous Substances by any means whatsoever (explicitly including without limitation any presently existing contamination of the Property, whether or not previously disclosed to Lender), or (d) pursuant to this Agreement. Indemnitor's obligations under this section shall survive the termination of this Agreement and as set forth below in the **Survival** section. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

**PAYMENT: FULL RECOURSE TO INDEMNITOR.** Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

**SURVIVAL.** The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender.

## HAZARDOUS SUBSTANCES AGREEMENT (Continued)

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The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Indemnitor also will pay any court costs, in addition to all other sums provided by law.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Florida.

**Joint and Several Liability.** All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Indemnitor, shall constitute a waiver of any of Lender's rights or of any of Indemnitor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender. Indemnitor hereby waives notice of acceptance of this Agreement by Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Indemnitor agrees to keep Lender informed at all times of Indemnitor's current address. Unless otherwise provided or required by law, if there is more than one Indemnitor, any notice given by Lender to any Indemnitor is deemed to be notice given to all Indemnitors.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this Agreement or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

## HAZARDOUS SUBSTANCES AGREEMENT (Continued)

Loan No: 9001

Page 4

**Agreement.** The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Indemnitor's obligations or expenses incurred by Lender to enforce Indemnitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

**Lender.** The word "Lender" means TD Bank, N.A., its successors and assigns.

**Note.** The word "Note" means the Note executed by UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC. in the principal amount of \$500,000.00 dated January 17, 2013, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Occupant.** The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

**Property.** The word "Property" means all of Indemnitor's right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED JANUARY 17, 2013.**

**BORROWER:**

UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC.

By: 

VERNON EDGAR, CHAIRMAN of UNIVERSITY OF CENTRAL FLORIDA ALPHA  
TAU OMEGA HOUSING CORPORATION, INC.

WITNESSES:

X 

BOBBY COOPER

X 

PATRICK W. DOYLE

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 9001

Page 5

LENDER:

TD BANK, N.A.

X   
Authorized Signer

**CORPORATE ACKNOWLEDGMENT**STATE OF FLORIDA

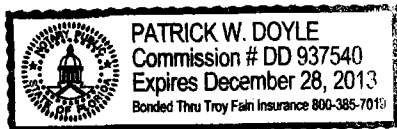
)

) SS

COUNTY OF ORANGE

)

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of JANUARY, 2013  
by **VERNON EDGAR, CHAIRMAN** of **UNIVERSITY OF CENTRAL FLORIDA ALPHA TAU OMEGA HOUSING CORPORATION, INC.**, a Florida  
corporation, each on behalf of the corporation. He or she is personally known to me or has produced FLORIDA DRIVER'S License  
as identification.



  
(Signature of Person Taking Acknowledgment)

PATRICK W. DOYLE  
(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

**HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)**

Loan No: 9001

Page 6

**LENDER ACKNOWLEDGMENT**STATE OF FLORIDA

)

) SS

COUNTY OF ORANGE

)

This instrument was acknowledged before me this 17<sup>th</sup> day of January, 2013 by Bobby  
Cooper as Vice-president of TD Bank, N.A.. He or she is personally known to me or has produced  
as identification.

  
(Signature of Person Taking Acknowledgment)PATRICK W. DOYLE  
(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)



Borrower: University of Central Florida Alpha Tau Omega Housing Corporation, Inc.

Lender: TD Bank, N.A. its successors and/or assigns as their interest may appear

#### SCHEDULE "A"

##### Lot 10:

From the Southeast 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 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 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 centerline 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 centerline of Aquarius Drive for a distance of 198.67 feet; run thence N.  $00^{\circ}48'41''$  S. for a distance of 472.71 feet; run thence N.  $18^{\circ}45'00''$  E. for a distance of 352.50 feet; thence run N.  $55^{\circ}45'00''$  E. 516.39 feet to the POINT OF BEGINNING; Thence run N.  $30^{\circ}59'09''$  W. 141.30 feet; thence run Northerly along a 63.00 foot radius curve to the left whose chord bears N.  $14^{\circ}30'26''$  E. 88.33 feet through a central angle of  $89^{\circ}00'51''$  an arc distance of 97.88 feet; thence run N.  $30^{\circ}00'00''$  W. 56.71 feet to the P.C. of a 9.00 foot radius curve to the right; thence run Northerly along said curve whose chord bears N.  $15^{\circ}00'00''$  W. 4.66 feet, through a central angle of  $30^{\circ}00'00''$  E. 130.65 feet; thence run Southeasterly along a 940.86 foot radius curve to the right whose chord bears S.  $69^{\circ}57'18''$  E. 453.48 feet, through a central angle of  $27^{\circ}53'26''$  an arc distance of 457.99 feet; thence run S.  $55^{\circ}45'00''$  W., 418.38 feet to the Point of Beginning.

PFEL

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

EASEMENT

Orange Co FL 1997-0378607  
101797 07:49:12am  
OR BK 5346 Pg 4789  
Rec 51.00 DSC 1,568.00

Easement No. 29962

THIS EASEMENT, made and entered into this 30th day of September 1997, between the 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, hereinafter referred to as "GRANTOR", and FLORIDA POWER CORPORATION, a Florida corporation, its successors and assigns, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the State of Florida Board of Regents under Lease No. 2721; and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for the construction and maintenance of power substation; and

WHEREAS, the managing agency has agreed to the proposed use of this land under this instrument.

NOW THEREFORE, GRANTOR, for good and valuable consideration and mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant, a non-exclusive easement unto GRANTEE over and across the following described real property in Orange County, Florida, to wit:

(See Exhibit "A" Attached)

subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.

2. TITLE DISCLAIMER: GRANTOR does not warrant or guarantee any title, right or interest in or to the property described in Exhibit "A" attached hereto.

3. TERM: The term of this easement shall be for a period of fifty years commencing on September 30, 1997 and ending on September 29, 2047 with no option for renewal, unless sooner terminated pursuant to the provisions of this easement.

4. USE OF PROPERTY AND UNDUE WASTE: This easement shall be limited to the construction and maintenance of a power substation, upon and across the property described in Exhibit "A" during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the easement area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

OR Bk 5346 Pg 4790  
Orange Co FL 1997-0378607

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the land for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the real property described in Exhibit "A" during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a watercourse, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the

work locations clean and free of any such debris. GRANTEE, its agents, successors or assigns, shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, petroleum, fuel oil or petroleum by-products, chemicals or other agents produced or used in GRANTEE'S operations, on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the subject property which is a result of the operation of this power substation.

Upon termination or expiration of this easement GRANTEE shall restore the lands over which this easement is granted to substantially the same condition it was upon the effective date of this easement. GRANTEE agrees that upon termination of this easement all authorization granted hereunder shall cease and terminate.

If the lands described in Exhibit "A" are under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the real property authorized herein.

OR Bk 5346 Pg 4791  
Orange Co FL 1997-0378607

5. PAYMENT: For this easement GRANTEE shall pay a total of \$224,000.00. The entire payment shall be made by certified or cashiers check payable to the Department of Environmental Protection prior to the final execution of this easement.

6. ASSIGNMENT: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

7. RIGHT OF INSPECTION: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all

times to inspect the easement and the works and operations of GRANTEE in any matter pertaining to this easement.

8. BINDING EFFECT AND INUREMENT: This easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by GRANTOR to any assignment of this easement or any interest therein by GRANTEE.

9. NON-DISCRIMINATION: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

10. INDEMNITY: GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida from any and all claims, actions lawsuits and demands of any kind or nature arising out of this easement.

11. COMPLIANCE WITH LAWS: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

12. VENUE PRIVILEGES: GRANTOR and GRANTEE agree that GRANTOR has venue privilege as to any litigation arising from matters relating to this easement. Any such litigation between GRANTOR and GRANTEE shall be initiated and maintained only in Leon County, Florida.

DR Bk 5346 Pg 4792  
Orange Co FL 1997-0378607

13. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this easement in no way affects any of the parties' obligations

pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources.

14. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

15. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

16. SOVEREIGNTY, SUBMERGED LANDS: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

DR Bk 5346 Pg 4793  
Orange Co FL 1997-0376607

17. ENTIRE UNDERSTANDING: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

18. TIME: Time is expressly declared to be of the essence of this easement.

19. CONVICTION OF FELONY: If GRANTEE or any principal thereof is convicted of a felony during the term of this easement, such

conviction shall constitute, at the option of GRANTOR, grounds for termination of this easement agreement.

20. ATTORNEYS' FEES: GRANTEE shall pay all costs, charges and expenses, including attorneys' fees and appellate attorneys' fees, in connection with any dispute arising out of this easement, including without limitation, any costs and fees incurred or paid by GRANTOR because of the failure on the part of GRANTEE to comply with and abide by each and every one of the stipulations, agreements, covenants and conditions of this easement, or incurred by GRANTOR in seeking any remedy available to GRANTOR as a result of such failure by GRANTEE.

21. DEFAULT: Should GRANTEE, at any time during the term of this easement, suffer or permit to be filed against it an involuntary, or voluntary, petition in bankruptcy or institute a composition or an arrangement proceeding under Chapter X or XI of the Chandler Act; or make any assignments for the benefit of its creditor; or should a receiver or trustee be appointed for GRANTEE'S property because of GRANTEE'S insolvency, and the said appointment not vacated within thirty days thereafter; or should GRANTEE'S easement interest be levied on and the lien thereof not discharged within thirty days after said levy has been made; or should GRANTEE fail promptly to make the necessary returns and reports required of it by state and federal law; or should GRANTEE fail promptly to comply with all governmental regulations, both state and federal; or should GRANTEE fail to comply with any of the terms and conditions of this easement and such failure shall in any manner jeopardize the rights of GRANTOR; then, in such event, and upon the happening of either or any of said events, GRANTOR shall have the right, at its discretion, to consider the same a default on the part of GRANTEE

DR Bk 5346 Pg 4794  
Orange Co FL 1997-0378607

of the terms and provisions hereof. In the event of such default, GRANTOR shall give notice by certified mail to GRANTEE that curative action must be completed within ninety (90) days. In the event that the matter is not resolved within ninety (90) day curative period, GRANTOR may elect to terminate this easement by means of a letter of termination, sent by certified mail, notifying GRANTEE that the easement is terminated. In the event that this easement is terminated by the GRANTOR, all rights inuring to the GRANTEE or its successors shall cease upon the effective date of the letter of termination with the exception of those activities necessary to demobilize and remove personnel and equipment.

22. NOTICE: All notices required to be given by either party under this use agreement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following addresses:

Florida Power Corporation  
Legal Department  
Post Office Box 14042  
St. Petersburg, Florida 33733

OR Bk 5346 Pg 4795  
Orange Co FL 1997-0378607

Copy to:  
Florida Power Corporation  
Director, Substation Construction and Maintenance  
2600 Lake Lucien Drive, Suite 400  
Maitland, Florida 32751

Department of Environmental Protection  
Bureau of Land Management Services  
3900 Commonwealth Boulevard  
Mail Station 130  
Tallahassee, Florida 32399-3000

23. RIGHT OF AUDIT: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR



should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

24. PAYMENT OF TAXES AND ASSESSMENTS: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the easement area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

25. AUTOMATIC REVERSION: This easement is subject to automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE.

26. RECORDING OF EASEMENT: The GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

OR Bk 5346 Pg 4796  
Orange Co FL 1997-0378607

27. GOVERNING LAW: This easement shall be governed by and interpreted according to the laws of the State of Florida.

28. SECTION CAPTIONS: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

IN WITNESS WHEREOF, the parties have caused this easement to be executed on the day and year first above written.

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

[Signature]  
Witness

Elizabeth R. Whitman  
Print/Type Witness Name

[Signature]  
Witness

Karen Lee Beecy  
Print/Type Witness Name

By: [Signature] (SEAL)  
ASSISTANT DIRECTOR, DIVISION OF  
STATE LANDS, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION  
(Michael E. Ashev)

"GRANTOR"

3900 Commonwealth Blvd.  
Tallahassee, FL 32309-3000

OR Bk 5346 Pg 4797  
Grange Co FL 1997-0378607

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September, 1997, by Michael E. Ashev, as Assistant Director, Division of State Lands, Department of Environmental Protection, acting as an agent on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

[Signature]  
Notary Public, State of Florida

Jenna Bridges  
Print/Type Notary Name

Commission Number:

Commission Expires:



Jenna Bridges  
MY COMMISSION # 00583003 EXPIRES  
September 8, 2000  
BONDED THROUGH FARM INSURANCE, INC.

Approved as to Form and Legality

By: [Signature]  
DEP Attorney

FLORIDA POWER CORPORATION, a  
Florida corporation

Sonya S McCrery  
Witness

Sonya S McCrery  
Print/Type Witness Name

Lucia K. McCrery  
Witness

Lucia K. McCrery  
Print/Type Witness Name

By: [Signature] (SEAL)

P. Dagostino  
Type/print name

Title: Vice President  
(Corporate Seal)

"GRANTEE"

2600 Lake Lucien Drive, Suite 400  
Maitland, FL. 32751-7234

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this  
23<sup>rd</sup> day of September, 1997, by P. Dagostino, as  
Vice President of Florida Power Corporation, a Florida  
corporation, on behalf of the corporation. He/she is personally  
known to me.



SONJA S. MCCREARY  
My Comm Exp. 3/05/2001  
Bonded By Service Ins  
No. CC627077  
1/ Personally Known 1/ Other 0.

[Signature]  
Notary Public, State of Florida

Sonya S McCrery  
Print/Type Notary Name

Commission Number: CC627077

Commission Expires: 3-5-2001

DR Bk 5346 Pg 4798  
Orange Co FL 1997-0378607



DESCRIPTION: ACCESS PARCEL

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, THENCE EAST, ALONG THE SOUTH BOUNDARY OF SAID SECTION 35, BEING ALSO THE NORTH BOUNDARY OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 31 EAST ORANGE COUNTY, FLORIDA, SAID BOUNDARY BEING ALSO THE BOUNDARY LINE BETWEEN SEMINOLE AND ORANGE COUNTIES, A DISTANCE OF 805.90 FEET, THENCE SOUTH 275.00 FEET TO THE POINT OF BEGINNING; THENCE EAST, 201.54 TO A POINT AT THE BACK OF THE WEST CONCRETE CURB AND GUTTER OF THE SOUTHBOUND LANE OF GEMINI BOULEVARD NORTH (A PRIVATE ROAD WITH NO DEDICATED RIGHT-OF-WAY), THENCE S 05°08'42"E, ALONG SAID BACK OF CURB AND GUTTER, 170.69 FEET THENCE WEST, 217.20 FEET, THENCE NORTH 170.00 FEET TO THE POINT OF BEGINNING  
CONTAINING 0.816 ACRES, MORE OR LESS

DESCRIPTION: SUBSTATION PARCEL

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, THENCE EAST, ALONG THE SOUTH BOUNDARY OF SAID SECTION 35, BEING ALSO THE NORTH BOUNDARY OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 31 EAST ORANGE COUNTY, FLORIDA, SAID BOUNDARY BEING ALSO THE BOUNDARY LINE BETWEEN SEMINOLE AND ORANGE COUNTIES, A DISTANCE OF 805.90 FEET, THENCE SOUTH, 260.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH, 200.00 FEET; THENCE WEST, 240.00 FEET, THENCE NORTH, 200.00 FEET, THENCE EAST, 240.00 FEET TO THE POINT OF BEGINNING.  
CONTAINING 1.102 ACRES, MORE OR LESS

DESCRIPTION: TRANSMISSION LINE PARCEL

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, THENCE EAST, ALONG THE SOUTH BOUNDARY OF SAID SECTION 35, BEING ALSO THE NORTH BOUNDARY OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 31 EAST ORANGE COUNTY, FLORIDA, SAID BOUNDARY BEING ALSO THE BOUNDARY LINE BETWEEN SEMINOLE AND ORANGE COUNTIES, A DISTANCE OF 805.90 FEET, THENCE SOUTH, 260.00 FEET, THENCE WEST, 240.00 FEET TO THE POINT OF BEGINNING THENCE SOUTH, 150.00 FEET, THENCE WEST, 100.00 FEET, THENCE NORTH 250.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF McCULLOCH ROAD (A 120' WIDE RIGHT-OF-WAY), THENCE EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 100.00 FEET THENCE SOUTH, 200.00 FEET TO THE POINT OF BEGINNING  
CONTAINING 0.803 ACRES, MORE OR LESS

Exhibit "A"  
Page 11 of 11 Pages  
Easement No. 29962

OR Bk 5346 Pg 4799  
Orange Co FL 1997-0378607  
Recorded - Martha D. Haynie

NOTES:

1. DESCRIPTION PREPARED BASED ON THIS SURVEY
2. BEARINGS ARE ON ASSUMED MERIDIAN AND ARE BASED ON THE NORTH BOUNDARY OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 31 EAST AS SHOWN HEREON BEING EAST.
3. SURVEY BASED ON RECORDS OF THIS COMPANY, EXISTING MONUMENTATION AND INSTRUCTIONS FROM CLIENT
4. WETLANDS, IF ANY, NOT LOCATED ON THIS SURVEY
5. RIGHT-OF-WAY LINE OF McCULLOCH ROAD WAS ESTABLISHED BY EXISTING MONUMENTATION AND RIGHT-OF-WAY RESERVATION MAPS PREPARED BY INVER, BENNETT, HARRIS AND HALLS, INC FOR CONCRETE CORPORATION, LAST REVISED 9/12/88

ATE2

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

AMENDMENT NUMBER ONE TO EASEMENT NUMBER 29962

THIS EASEMENT AMENDMENT is entered into this 15<sup>th</sup> day of  
May, 2012, by and between the BOARD OF TRUSTEES OF THE  
INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred  
to as "GRANTOR" and FLORIDA POWER CORPORATION, a Florida corporation, d/b/a  
PROGRESS ENERGY FLORIDA, INC., hereinafter referred to as "GRANTEE";

WITNESSETH

WHEREAS, GRANTOR, by virtue of Section 253.03, Florida Statutes, holds  
title to certain lands and property for the use and benefit of the State of  
Florida; and


WHEREAS, on September 30, 1997, GRANTOR granted Easement Number 29962  
recorded in Official Records Book 5346, Page 4789, Public Records of Orange  
County, Florida ("Easement") to GRANTEE for the construction and maintenance  
of a power substation; and

WHEREAS, GRANTOR AND GRANTEE desire to amend said Easement to add land  
to the easement area.

NOW THEREFORE, in consideration of the mutual covenants and  
agreements contained herein, the parties hereto agree as follows:

1. The legal description of the easement area set forth in Exhibit "A" of  
Easement Number is hereby amended to include the real property described in  
Exhibit "A" attached hereto and by reference made a part hereof.
2. The terms of this Amendment shall be binding upon and inure to the  
benefit of the parties and their respective successors and assigns.
3. It is understood and agreed by GRANTOR and GRANTEE that in each and  
every respect the terms and conditions of Easement Number 29962, except as  
amended, shall remain unchanged and in full force and effect and the same are  
hereby ratified, approved and confirmed by GRANTOR and GRANTEE as of the  
effective date of this Amendment.

DOC# 20120299173 B: 10388 P: 9079  
06/08/2012 09:52:39 AM Page 1 of 5  
Rec Fee: \$44.00  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
MB - Ret To: PROGRESS ENERGY - CONNIE



IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the day and year first above written.

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

Joseph Duncan  
Witness  
Joseph Duncan  
Print/Type Witness Name  
Jim Leftwich  
Witness  
Jim Leftwich  
Print/Type Witness Name

By: Gloria C. Barber (SEAL)  
GLORIA C. BARBER, OPERATIONS  
AND MANAGEMENT CONSULTANT  
MANAGER, BUREAU OF PUBLIC  
LAND ADMINISTRATION, DIVISION  
OF STATE LANDS, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

"GRANTOR"

STATE OF FLORIDA  
COUNTY OF LEON

May The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2012, by Gloria C. Barber, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Kathy C. Griffin  
Notary Public, State of Florida

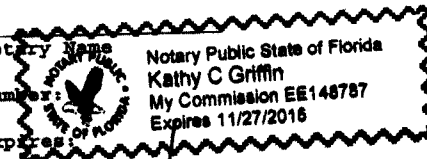
Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to form and legality

By: [Signature]  
DEP Attorney



FLORIDA POWER CORPORATION, a Florida corporation, d/b/a PROGRESS ENERGY FLORIDA, INC.

Anne M. Pastick  
Witness

ANNE M. PASTICK  
Print/Type Name

[Signature]  
Witness

STEPHANIE A. STEVENSON  
Print/Type Name

By:

[Signature] (SEAL)

J. Dale Oliver  
Print/Type Name

Title: Vice President

"GRANTEE"



STATE OF FLORIDA  
COUNTY OF Florida

The foregoing instrument was acknowledged before me this 2nd date of May, 2012, by J. Dale Oliver as Vice President, of Florida Power Corporation, a Florida corporation, d/b/a Progress Energy Florida, Inc., on behalf of the corporation. He/She is personally known to me or has produced aa identification.



Nancy L Harwell  
Notary Public, State of Florida

Nancy L. Harwell  
Print/Type Notary Name

Commission Number: EE 113325

Commission Expires: July 18, 2015

## Exhibit "A"

LEGAL DESCRIPTION:

## Substation Expansion Parcel:

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

Commence at the Southwest corner of Section 35, Township 21 South, Range 31 East; thence run North 90°00'00" East, along the South line of Section 35, also being the North line of Section 2, Township 22 South, Range 31 East, 805.90 feet; Thence leaving said line run South 00°00'00" East, 202.00 feet to the Point of Beginning; thence continue South 00°00'00" East 58.00 feet; thence South 90°00'00" West, 240.00 feet; thence North 00°00'00" West, 58.00 feet; thence North 90°00'00" East 240.00 feet to the Point of Beginning.

Said lands having an area of 13,920.0 square feet or 0.320 acres, more or less.

## Access Easement Expansion Parcel:

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

Commence at the Southwest corner of Section 35, Township 21 South, Range 31 East; thence run North 90°00'00" East, along the South line of Section 35, also being the North line of Section 2, Township 22 South, Range 31 East, 805.90 feet; Thence leaving said line run South 00°00'00" East, 217.00 feet to the Point of Beginning; thence run North 90°00'00" East 199.81 feet to the back of curb of Orion Boulevard, a physical roadway within the University of Central Florida campus for which no right of way is known to exist; said point being on a non-tangent curve concave Easterly, having a radius of 938.38 feet, a chord bearing of South 01°47'14" East, and a chord distance of 58.03 feet; a radial line from said point on curve bears North 89°59'05" East; thence run Southerly along said back of curb and said curve through a central angle of 03°32'37" a distance of 58.04 feet; thence leaving said curb and said curve run South 90°00'00" West, 201.62 feet; thence North 00°00'00" West, 58.00 feet to the Point of Beginning.

Said lands having an area of 11,624.1 square feet or 0.267 acres, more or less.

TABLE OF CONTENTS:

SHEET 1 - LEGAL DESCRIPTION, CERTIFICATION AND NOTES  
SHEET 2 - SKETCH

BSM APPROVED

By MT DATE 2-21-12NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A SURVEY.

2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.

4. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 2, TOWNSHIP 22 SOUTH, RANGE 31 EAST, BEING NORTH 90° 00' 00" EAST, PER THE SURVEY OF "FLORIDA POWER CORPORATION UCF NORTH SUBSTATION" BY HARRY W. MARLOW, INC.; DATED 02/12/97 (FURNISHED BY THE CLIENT).

5. AS DIRECTED BY THE CLIENT, THIS SKETCH AND DESCRIPTION IS BASED SOLELY ON THE SURVEY OF "FLORIDA POWER CORPORATION UCF NORTH SUBSTATION" BY HARRY W. MARLOW, INC.; DATED 02/12/97 (FURNISHED BY THE CLIENT). NO FIELD SURVEY WAS PERFORMED.

CERTIFICATION:

To: *Progress Energy Florida*

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

For the firm by:

*Brian K. Hefner*  
Brian K. Hefner, P.S.M.  
Professional Surveyor and Mapper  
Florida License No. 5370



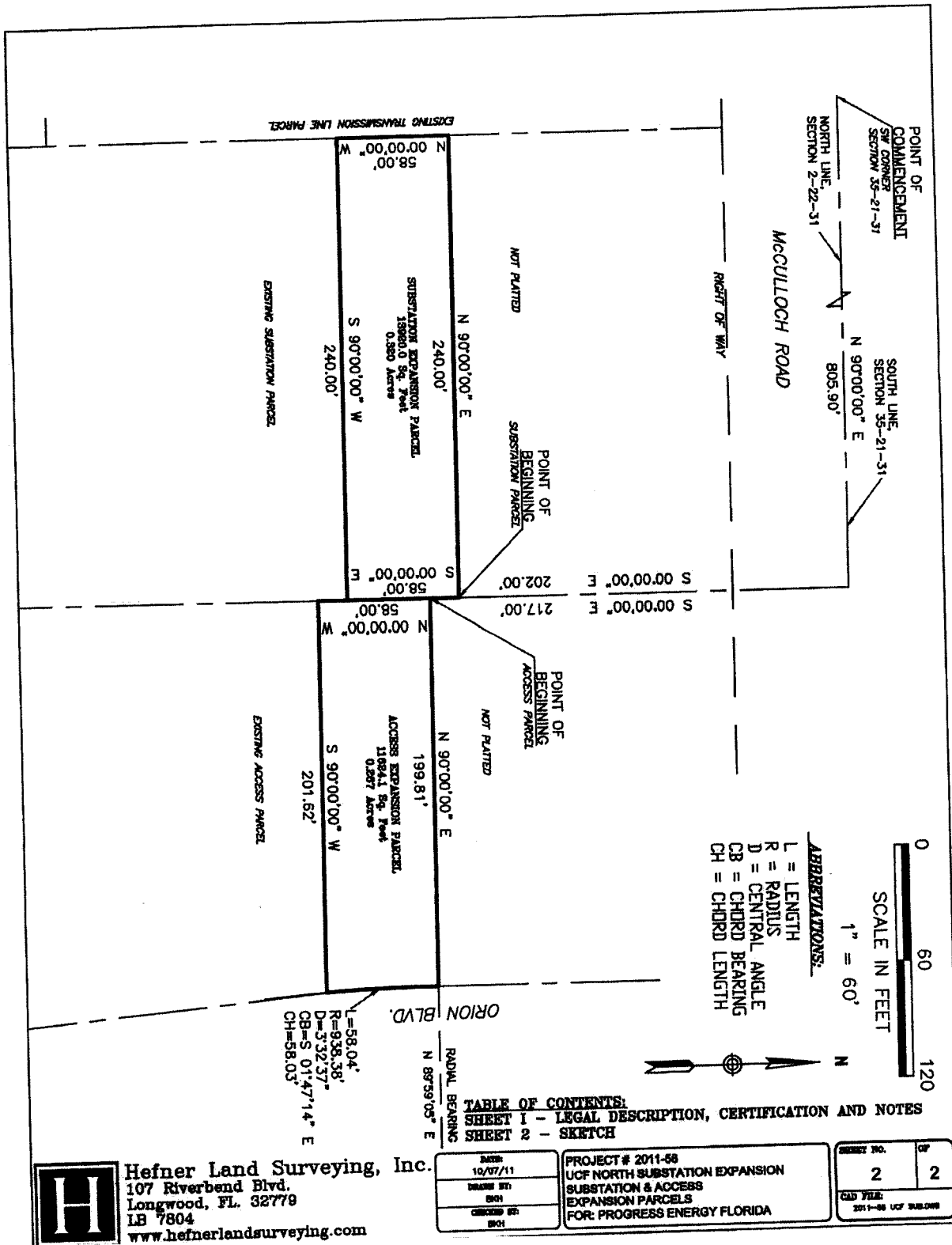
Hefner Land Surveying, Inc.  
107 Riverbend Blvd.  
Longwood, FL 32779  
LB 7804  
www.hefnerlandsurveying.com

DATE:	10/07/11
DRAWN BY:	BCH
CHECKED BY:	BCH

PROJECT # 2011-58  
UCF NORTH SUBSTATION EXPANSION  
SUBSTATION & ACCESS  
EXPANSION PARCELS  
FOR: PROGRESS ENERGY FLORIDA

SHEET NO.	OF
1	2
CAD FILE: 2011-58 UCF BUILDING	





APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUL 01 1997

Orange Co FL 1997-0388413  
102497 03:54:48pm  
OR BK 5351 Pg 575  
Rec 123.00

CONDITIONAL UTILITY AGREEMENT  
for  
WATER SERVICE

THIS AGREEMENT is made and entered into this 1st day of July, 1997, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "SEMINOLE," the UNIVERSITY OF CENTRAL FLORIDA, acting for and on behalf of the Board of Regents of the State of Florida, hereinafter referred to as "UNIVERSITY," a public university and ORANGE COUNTY, a political subdivision of the State of Florida, whose address is Fire and Rescue Division, 4700 Lake Underhill Drive, Orlando, Florida 32807, hereinafter referred to as "ORANGE."

W I T N E S S E T H

WHEREAS, UNIVERSITY owns lands located in Seminole County, Florida as described in Exhibit "A" and shown on the survey in Exhibit "B" attached hereto (the "Property"), and ORANGE intends to develop the Property; and

WHEREAS, ORANGE has requested that SEMINOLE provide central water service for the Property; and

WHEREAS, SEMINOLE is willing to provide central water service to the Property and thereafter to operate the utility facilities so that the occupants of the improvements on the Property will receive water service from SEMINOLE in accordance with the provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed,

and the Water Agreement attached hereto as Exhibit "G", the parties hereby covenant and agree as follows:

**SECTION 1. PREAMBLE.** The foregoing statements are true and correct.

**SECTION 2. DEFINITIONS.** The following definitions of terms used in this Agreement shall apply unless the context indicates a different meaning:

(a) **"Application"** - A request in writing from ORANGE or a consumer on forms provided by SEMINOLE requesting specific water service.

(b) **"Connection Fees"** - A fee or charge paid to SEMINOLE by ORANGE for the purpose of obtaining water capacity. Connection fees will be utilized for the acquisition, improvement, expansion and construction of facilities required to furnish present or future water capacity and service to the Property. The amount shall be determined in accordance with SEMINOLE schedule of rates in effect from time to time.

(c) **"Consumer Installation"** - All facilities ordinarily on the consumer's side of the point of delivery (e.g. curb stop, lateral connections.)

(d) **"Consumer's Point of Delivery"** - Unless otherwise specified herein, the point where the water meter is connected to ORANGE's or consumer's service lateral. The water meter will be set at the consumer's property line unless otherwise provided.

(e) **"Contribution-in-Aid-of-Construction (CIAC)"** - The sum of money and/or the value of property required as a prerequisite to service to the Property.

(f) **"Development Phase"** - A subdivision or construction phase of the construction of utility facilities on Property.

(g) **"Point of Delivery"** - The point where the water service enters the Property or the point of connection of off-site installation to SEMINOLE's System pursuant to Section 8.

(h) **"Equivalent Residential Connection (ERC)"** - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 350 gallons per day (GPD). The number of ERC's contained in a given ADF is determined by dividing that ADF by 350 GPD. (Note: ERC's are calculated as a whole number).

(i) **"Facilities"** - See Utility Facilities.

(j) **"FDEP"** - The Florida Department of Environmental Protection, or its successor agency.

(k) **"GPD"** - Gallons per day.

(l) **"Installation"** - See Utility Facilities.

(m) **"Property"** - The land described in Exhibit "A" and shown on the survey in Exhibit "B" attached hereto.

(n) **"Service" or "Utility Service"** - The readiness and ability of SEMINOLE to furnish and maintain water service to the point of delivery.

(o) **"Service Rates" or "Rates"** - SEMINOLE's existing and future schedules of rates and charges for water service, including connection fees, meter set fees, and all other fees and charges which from time to time are in effect pursuant to ordinances, resolutions or policies adopted by SEMINOLE. The schedules of Service Rates shall be of general and uniform application within the COUNTY-wide water and sewer utility system.

(p) **"Utility Facilities" or "Facilities" or "Installations"** - Utility facilities means and includes all equipment, fixtures, wells, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and appurtenances together with all real property, easements and rights-of-way necessary to provide water service to the Property whether located on-site or off-site. The words "Utility Facilities," "Water Facilities," "Facilities," or "Installations" shall be interchangeable unless otherwise indicated by the context.

**SECTION 3. CAPACITY ALLOCATION.** ORANGE and SEMINOLE agree that the capacity needed to provide service to the Property is 1380 gallons per day for potable water supply which is estimated to be 4 ERC.

Capacity allocation is subject to the Florida Department of Environmental Protection (Section 403.021, Florida Statutes, and Florida Administrative Code Rules 17-4.07 and 17-4.15) approval of applicable permits for the Property. Should the Florida Department of Environmental Protection (FDEP) refuse to issue applicable

permit(s) solely because capacity is not available, ORANGE may request SEMINOLE to rescind the allocation of capacity.

ORANGE agrees that the number of units of capacity (ERC's) reserved hereby shall not exceed the number of units of development pursuant to Exhibits "A" and "B", and that the gallonage calculation to determine number of ERC's is for the purpose of allocating a given number of units of capacity (ERC) for the Property and not for purposes of any other calculations.

**SECTION 4. AGREEMENT TO SERVE.** Upon the completion of construction of water facilities by ORANGE, satisfactory inspections, the issuance of the final letter of acceptance by SEMINOLE, and subject to the terms of this Agreement, SEMINOLE agrees to permit connection of the water facilities installed by ORANGE to the central facilities of SEMINOLE and to provide utility service in accordance with the terms and intent of this Agreement. Such connections shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. SEMINOLE agrees that once ORANGE or others have connected consumer installations to SEMINOLE's central facilities, SEMINOLE will continuously provide water service to the Property subject to continued compliance by ORANGE or consumer with all applicable SEMINOLE requirements for such service.

**SECTION 5. CONNECTION FEES.** In addition to the Contributions in Aid of Construction (CIAC) where applicable, ORANGE hereby agrees to pay to SEMINOLE all applicable connection fees in accordance with the schedule in effect at the time of payment. Payment

of the connection fees shall not excuse ORANGE from payment of any other charges uniformly made, including, but not limited to, meter fees and meter set fees. SEMINOLE shall not be obligated to refund any portion of connection fees paid nor shall SEMINOLE pay interest on connection fees paid.

Should the FDEP not issue the applicable permit(s) solely because capacity is not available, refunds of the connection fees shall be made by SEMINOLE within thirty (30) days of written notification by ORANGE of the FDEP'S denial. Such requests to SEMINOLE for refunds must be accompanied by a written request from ORANGE that SEMINOLE rescind the capacity allocation.

ORANGE shall be obligated to pay connection fees, or any initial portion thereof, in accordance with the applicable SEMINOLE resolution in effect at the time ORANGE is required to make payment. No user or consumer of water service shall be entitled to offset any bill rendered by SEMINOLE for such service against connection fees paid. ORANGE shall not be entitled to offset connection fees paid or payable against any claims of SEMINOLE.

**SECTION 6. PAYMENT OF CONNECTION FEES.** ORANGE shall be required to pay the connection fees for each Equivalent Residential Connection (ERC) in accordance with Exhibit "C" attached hereto. Connection fees shall be due and payable in accordance with the applicable SEMINOLE resolution in effect at the time of payment. A monthly operating charge shall be assessed for each remaining unit or ERC which has not been transferred to a consumer after two (2) years, from the date that SEMINOLE accepts ORANGE's infra-

structure or the time of final inspection pertaining to a private system. Failure to pay monthly operating charge(s) may result in the termination and recapture of capacity allocation.

**SECTION 7. OFF-SITE INSTALLATIONS.** To induce SEMINOLE to provide service to the Property, ORANGE agrees to construct and to transfer ownership and control to SEMINOLE as a contribution-in-aid-of-construction all necessary off-site installations from the Property to SEMINOLE's existing facilities. The term "off-site installations" means and includes all water distribution and supply mains, lines and pipes and related facilities adequate in size and design to serve the Property or as otherwise required by SEMINOLE. Such off-site installations shall be in accordance with the master plans of SEMINOLE as they relate to the water and sewer utility system. ORANGE shall install all of the off-site installations at its sole expense and in accordance with the plans, specifications and other pertinent documents approved by SEMINOLE, except that in no event shall ORANGE be required to oversize lines to the benefit of other properties without prior agreement for reimbursement on behalf of such other properties. ORANGE shall construct the off-site installations in accordance with Section 9, "Procedures for Construction of Installations" herein.

**SECTION 8. PROCEDURES FOR CONSTRUCTION OF INSTALLATIONS.** ORANGE agrees that construction of all off-site installations as defined in Section 7 shall be in accordance with the following requirements:



(a) **Permits.** ORANGE shall submit applicable FDEP permit applications to SEMINOLE for signature prior to submission of permit application to FDEP. ORANGE shall make application to SEMINOLE for Underground Utility Permits and any other applicable permits such as Right-of-Way Use Permits upon receipt of an approved permit from FDEP.

(b) **Plans and Specifications.** ORANGE shall furnish SEMINOLE three (3) sets of all plans and specifications (Plans) for the installation to be constructed prepared by a registered professional engineer. The plans shall be prepared in accordance with applicable SEMINOLE Ordinances and policies including the Land Development Code, Water and Sewer Guidelines and System Requirements for connection to SEMINOLE-owned utilities. ORANGE shall obtain approval of the Plans from all agencies having jurisdiction including the FDEP and SEMINOLE, if applicable, and submit to SEMINOLE one (1) copy of any construction permits. No construction shall commence until SEMINOLE and appropriate regulatory agencies have approved such Plans in writing and SEMINOLE has received copies of the construction permits. If construction commences prior to all such approvals, SEMINOLE shall have no responsibility to accept any of the installations and SEMINOLE may elect to terminate this Agreement or withhold service until such time as ORANGE has obtained all required approvals. Should ORANGE wish to record the plat of a subdivision prior to construction of any installation, ORANGE shall post a performance bond which is one

hundred ten percent (110%) of the cost of construction of the installation.

(c) **Pre-construction Conference.** After securing all permits and approvals of Plans by SEMINOLE and the other agencies, ORANGE or the engineer of record shall set up a preconstruction conference with the engineer of record, utility contractor, the appropriate building officials and SEMINOLE.

(d) **Notice to SEMINOLE.** ORANGE shall provide to SEMINOLE not less than forty-eight (48) hours' written notice prior to commencement of construction and as-built surveys shall be submitted seven (7) days prior to final inspection. ORANGE shall provide to SEMINOLE forty-eight (48) hours' notice, which may be either written or verbal, prior to any inspections or tests (other than final inspection) being performed as described herein. Notices shall be deemed given upon actual receipt of same by SEMINOLE.

(e) **Inspections and Tests.** During construction of any installation by ORANGE, SEMINOLE shall have the right to inspect such installation, including but not limited to the materials, equipment, piping and connections to determine compliance with the approved Plans. The engineer of record shall also inspect construction to insure compliance with approved Plans, permits and other applicable requirements. All standard tests and inspections for pressure, exfiltration, line and grade, and all other engineering tests and inspections shall be performed with the engineer of record and utility contractor present to determine that the systems have been installed in accordance with the approved Plans, permits

and good engineering practices and are functioning satisfactorily for the purpose for which the installation was designed. It shall be ORANGE's responsibility to insure that all construction and the installation fully meet approved Plans, permits and applicable requirements of law and, upon completion, that the installation functions satisfactorily for the purpose for which it was designed.

(f) **Completion.** Upon completion of construction, ORANGE's engineer of record shall submit a signed certificate of completion certifying to SEMINOLE that the construction of the installation is complete, that the installation has been constructed in accordance with all permits, approved Plans, and applicable requirements of law, and as constructed, it will function for the purpose for which it was designed. If the certification is for a water distribution system, a copy of the bacteriological results and a sketch showing locations of all sample points shall be provided.

(g) **As-built and Other Plans.** At least seven (7) days prior to final inspection, ORANGE or its engineer shall also provide SEMINOLE with one (1) set of ammonia mylars of the "as-built" surveys prepared by the engineer of record showing the location of all installations as constructed. ORANGE shall provide SEMINOLE two (2) sets of approved paving and drainage plans and three (3) copies of the recorded subdivision plat. ORANGE shall provide proof satisfactory to SEMINOLE that the installation and all contractors, subcontractors, materialmen and laborers have been paid in full together with the engineer's certificate of the total cost of the installation.

**SECTION 9. WATER METERS.** A water meter or meters necessary to serve the Property shall be installed by SEMINOLE at the Point of Delivery for residential development and by ORANGE for all other development. SEMINOLE shall designate the number, type, quality and size of said meter or meters. The water meter or meters and enclosures are to be installed by SEMINOLE after a building permit is issued for residential development and by ORANGE for all other types of development. The costs thereof and associated labor charges shall be paid by ORANGE prior to installation at the rates charged by SEMINOLE in effect at that time. All water meters and enclosures shall remain the property of SEMINOLE. SEMINOLE shall also be responsible for the installation of a back flow prevention device to be installed on the consumer side of the meter for all residential development. ORANGE shall be responsible as to all other types of development.

**SECTION 10. TITLE TO INSTALLATIONS CONSTRUCTED BY ORANGE.** As a condition precedent to the right to connect off-site installations to SEMINOLE's Utility System, ORANGE shall convey title to as much of those installations as required by SEMINOLE in accordance with the following:

(a) **Compliance.** ORANGE shall be in compliance with this Agreement.

(b) **Time and Place of Conveyance.** Unless otherwise agreed upon in writing, conveyance shall be made when SEMINOLE is prepared to issue its letter of acceptance to ORANGE and commence delivery of service to the Property. Upon completion of the installations,

ORANGE shall deliver the necessary instruments of conveyance, properly executed, in substantially the same form attached hereto as Exhibit "D" (Bill of Sale), together with funds sufficient to pay all costs of conveyance and recording. Delivery shall be made to SEMINOLE's Utilities Manager at the address shown herein for delivery of notices. Acceptance of the conveyance by SEMINOLE shall not become final until its Board of County Commissioners duly accepts same.

Upon a vote to accept conveyance by SEMINOLE Commission, the instruments of conveyance will be recorded in the public records of Seminole County. SEMINOLE will issue its letter of acceptance to ORANGE and SEMINOLE's obligation to provide service in accordance with this Agreement shall commence.

(c) **Assurance of Title.** ORANGE shall at its expense deliver to SEMINOLE an opinion of title with respect to the Property confirming ORANGE's legal right to grant the exclusive rights of service, if any, contained in this Agreement as a condition precedent to SEMINOLE's issuance of a letter of acceptance or delivery of service.

(d) **Conveyance.** ORANGE shall convey all of its interest in the installations to be conveyed to SEMINOLE by Bill of Sale, Endorsement, Assignments, Affidavits of No Liens and other good and sufficient instruments of transfer and conveyance, including necessary permits, as shall be effective to vest in SEMINOLE good and marketable title to the installations free and clear of all liens and encumbrances. Transfer of all manufacturers' and

contractors' warranties, maintenance bonds and construction contracts shall be conveyed by unconditional assignment by ORANGE. ORANGE shall remain secondarily liable on such warranties and hereby agrees to indemnify and save harmless SEMINOLE from any losses, damages, costs, claims, suits, debts or demands by reason of latent defects in the installations which could not have been reasonably discovered upon normal engineering inspection, for a period of two (2) years from the date of acceptance by SEMINOLE of said utility installations.

(e) **Maintenance Bond.** ORANGE shall provide the appropriate maintenance bonds required by the Land Development Code and the Water and Sewer Guidelines in effect at the time of conveyance.

(f) **Manuals.** ORANGE shall provide SEMINOLE with all operation, maintenance and parts manuals necessary for the operation and maintenance of the installations.

**SECTION 11. SEMINOLE'S EXCLUSIVE RIGHT TO UTILITY FACILITIES.**

ORANGE and SEMINOLE agree that all water facilities accepted by SEMINOLE in connection with providing service to the Property shall at all times remain in the sole and exclusive ownership of SEMINOLE. Any person or entity owning any part of the Property or any residence, building or unit constructed or located thereon, shall not have any right, title, claim or interest to such facilities for any purpose, including the furnishing of water services to others located within or beyond the limits of the Property. Subject to SEMINOLE's written consent, ORANGE may

utilize other water sources for the Property for "non-domestic" uses such as for irrigation purposes.

**SECTION 12. EXCLUSIVE RIGHT TO PROVIDE SERVICE.** ORANGE shall not engage in the business of providing water or sewer services to the Property. ORANGE and UNIVERSITY hereby grant SEMINOLE the sole and exclusive right to provide water services to the Property and to the occupants thereon.

**SECTION 13. SERVICE RATES.** The rates to be charged by SEMINOLE to ORANGE or to a consumer for water service on the Property shall be those rates charged by SEMINOLE to its other customers pursuant to service rates from time to time in effect as defined herein. SEMINOLE reserves the right to withhold or disconnect service at any time the service rates are not paid on a current basis within forty (40) days after the same are billed; provided that written notification of such delinquency has been made by SEMINOLE to ORANGE or consumer being served. ORANGE or consumer, as the case may be, hereby agrees to save and hold harmless SEMINOLE for any loss or damages resulting from the exercise of this right.

The service to the Property shall be subject to such other regulations from time to time imposed on SEMINOLE with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to SEMINOLE's Property and rate changes shall be exclusively within the discretion and control of SEMINOLE.

**SECTION 14. APPLICATION FOR SERVICE TO CONSUMER INSTALLA-**

**TIONS.** ORANGE, or any owner or occupant on the Property (consumer) shall not connect any consumer installation to the facilities of SEMINOLE until application has been made to SEMINOLE by ORANGE or consumer and approval for such connection has been granted.

ORANGE or the consumer shall be responsible for connecting the consumer installation to the meter and/or lines of SEMINOLE at the point of delivery in accordance with the following requirements:

(a) Application for the installation of water meters and backflow preventors shall be made twenty-four (24) hours in advance, not including Saturdays, Sundays and holidays.

(b) All consumer installations may at SEMINOLE's sole option be inspected by SEMINOLE before backfilling and covering of any pipes.

(c) Written notice to SEMINOLE requesting an inspection of a consumer installation may be given by ORANGE, the consumer or his contractor, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays and holidays, provided the water meter and backflow preventor, if applicable, have been previously installed.

(d) If SEMINOLE fails to inspect the consumer installation within forty-eight (48) hours, excluding Saturdays, Sundays and holidays, after such inspection is requested in writing, ORANGE or consumer may backfill or cover the pipes without SEMINOLE's inspection and approval.



(e) The cost of construction, operation, maintenance, repair or replacement of consumer installations shall be the responsibility of ORANGE or consumer and not SEMINOLE.

**SECTION 15. WATER CONSERVATION.** ORANGE agrees to employ water conservation measures in development of the Property. Subject to SEMINOLE review and approval to encourage water conservation, such measures shall include but not be limited to:

(a) Installation of low flush toilets which utilize 3.5 gallons or less of water per flushing cycle.

(b) Installation of shower heads which have flow restrictors, pulsating features, flow control devices or other features which result in water conservation; and do not allow a flow exceeding 3.0 gallons per minute at 60 psi.

(c) No swimming pool filter backwash water, or any other swimming pool wastewater shall be discharged to the sanitary sewer system.

(d) Installation of spring-loaded/automatic shutoff water fixtures in all public restrooms, including lavatory fixtures.

**SECTION 16. INSPECTION.** SEMINOLE may, at its option and without notice, inspect ORANGE's utility facilities at all times whether before or after completion of construction and acceptance of same by SEMINOLE. SEMINOLE, by inspecting or not inspecting to any extent whatsoever, shall not assume responsibility for construction or installation of ORANGE's utility facilities and shall in no way be deemed to waive any rights available to SEMINOLE for defaults on the part of ORANGE, or to consent to any defects,

omissions or failures in the design, construction and installation of ORANGE's utility facilities.

**SECTION 17. RELOCATION OF UTILITY FACILITIES.** Any relocation of utility facilities required for ORANGE's convenience or necessity shall be done at ORANGE's expense provided such relocation can be accomplished without adverse impact on any other part of the facilities or other consumers.

**SECTION 18. NOTICES.** Any payment or notice required or permitted hereunder shall be in writing and be deemed properly made when hand delivered to the official hereinafter designated, or upon actual receipt when deposited in the United States mail, postage prepaid, addressed as set forth herein, or at such other address as shall have been specified by written notice to the other party delivered in accordance herewith:

SEMINOLE: Director  
Public Works Department  
3000A Southgate Road  
Sanford, Florida 32773

Copy to: County Attorney  
Seminole SEMINOLE Services Building  
1101 East First Street  
Sanford, FL 32771

UNIVERSITY: University of Central Florida  
4000 Central Florida Blvd.  
Orlando, FL 32826 *32816-3600 mfl*

ORANGE: Orange County Fire and Rescue  
Services Division Projects  
6590 Amory Court  
Winter Park, FL 32792

**SECTION 19. COSTS AND ATTORNEYS' FEES.** In the event any party brings an action to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled

to recover from the other parties all costs incurred, together with reasonable attorneys' fees at all levels, including appeals.

**SECTION 20. INTERPRETATION.** The parties agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

**SECTION 21. ASSIGNMENT.** This Agreement may not be assigned by a party, without the prior written consent of the other parties, which shall not be unreasonably withheld; provided however, that in any assignment by ORANGE, ORANGE's successor or assign must expressly assume ORANGE's obligations hereunder by execution of this Agreement. Capacity allocated hereunder may not be sold or assigned to any other property whether or not owned by ORANGE.

**SECTION 22. STRICT COMPLIANCE.** Failure to insist upon strict compliance of any of the terms, covenants, or conditions in this Agreement shall not be deemed a waiver thereof, nor shall any waiver of any right hereunder at any one time be deemed a waiver of such right at any other time.

**SECTION 23. TIME OF THE ESSENCE.** Time is hereby made of the essence of this Agreement in all respects.

**SECTION 24. ENTIRE AGREEMENT AND INCORPORATION BY REFERENCE.** This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties

hereto in a manner equal in dignity to the execution of this Agreement; provided however, that documents for the implementation of this Agreement, including all permits, engineering design and construction contracts, plans and specifications for the utility facilities as and when approved and filed with SEMINOLE's Public Works Department are incorporated herein by reference.

**SECTION 25. BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.

**SECTION 26. LIABILITY.** The parties to this Agreement, their officers, employees and agents shall not be deemed to assume any liability for the acts, omissions and negligence of the other parties, their officers, employees and agents. SEMINOLE's obligations hereunder shall be contingent upon ORANGE's obtaining any and all necessary and required permits from FDEP and all other applicable agencies.

**SECTION 27. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida and the Ordinances, Resolutions and policies of SEMINOLE not prohibited thereby.

**SECTION 28. EFFECTIVE DATE.** This Agreement shall be effective upon proper execution by the parties hereto.

**SECTION 29. RECORDATION.** ORANGE shall record this Agreement in the Public Records of Orange County, Florida upon its execution by all parties.

OR Bk 5351 Pg 994  
Orange Co FL 1997-0388413

IN WITNESS WHEREOF, the parties hereto have caused this Agreement with the named exhibits attached to be executed on the day and year first above written.

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

WITNESSES:

Sherry Andrews  
SHERRY ANDREWS

Print Name

Nancy Marshall

NANCY MARSHALL  
Print Name

By:

John C. Hitt  
John C. Hitt

, President

Approved by:

M. Blum 8/4/97

Date:

ATTEST:

[Signature]  
Clerk

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

By:

[Signature]  
Chairman

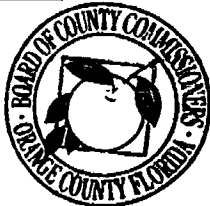
Date:

JUL 01 1997

For the use and reliance  
of Orange County only.  
Approved as to form and  
legal sufficiency

[Signature]  
County Attorney

As authorized for execution by  
the Board of County Commission-  
ers at their July 1  
1997, regular meeting.



OR Bk 5351 Pg 995  
Orange Co FL 1997-0388413

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: *Rogers*

~~RANDALL E. MORRIS, Chairman~~  
~~Rogers in Smith, P.C. Underwriter~~

Date: 8/22/97

~~MARYANNE MORSE~~  
~~Clerk to the Board of~~  
~~County Commissioners of~~  
~~Seminole County, Florida.~~

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency

As authorized for execution by  
the Board of County Commis-  
sioners at their 19  
regular meeting.

*Sharon E. Patrick 8-20-97*

County Attorney

SED/tlc

06/03/97

4 Attachments

- A - Legal Description
- B - Survey
- C - Connection Fees
- D - Warranty Deed

ADD WATER OFF

*State of Florida*  
*County of Seminole*  
*Sworn to and Subscribed before*  
*me the 22 Day of August 1997*  
*personally appeared Roger M.*  
*Smith*

*Kathy J. Morris*

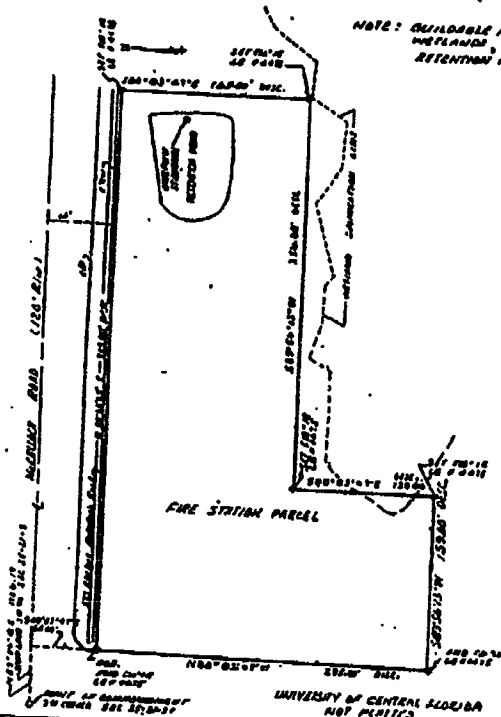


lights  $A + B$

[illegible]

NOTE: BUILDABLE AREA EXCLUDING  
WETLANDS, BUFFER AND  
RETENTION POND = 2.27 AC

UNIVERSITY OF CENTRAL FLORIDA  
NOT PLATED



**ACCURIGHT SURVEYS**

of Orlando Inc.  
2018 E. Robinson St.  
Orlando Florida 32803  
(407) 894-6314

Frank A. Rattios PLS 4007

**EXHIBIT "C"**

**Water Connection Fees**

Developer agrees to pay Seminole County the following Connection Fees to induce the County to reserve the following plant capacities for Developer's proposed connections within the "Property". Developer understands that plant capacities are only reserved upon payment of Charges by Developer to Seminole County. The fees set forth below are the connection fees in effect as of the date of this Developer Agreement and are subject to changes in accordance with the terms thereof.

**Payment Schedule**

<u>Customer Category</u>	<u>Number of Units</u>	<u>ERC Factor</u>	<u>Total ERC's</u>	<u>Total Gallons</u>	<u>Charge Per Gallons</u>	<u>Total Charges</u>
Commercial	N/A	350	4	1380	\$2.83	\$3905.40

OR Bk 5351 Pg 997  
Orange Co FL 1997-0388413



**BILL OF SALE** (Corporation to County)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_ (type or print corporate name), a  
corporation existing under the laws of the State of \_\_\_\_\_  
(type or print), having its principal place of business at \_\_\_\_\_

\_\_\_\_\_ (type or print),  
hereinafter referred to as SELLER, for an in consideration of the sum of TEN AND  
NO/100 DOLLARS (\$10.00) and other valuable consideration paid by SEMINOLE COUNTY,  
a political subdivision of the State of Florida, whose address is Seminole County  
Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter  
referred to as BUYER, the receipt of which is hereby acknowledged, by the SELLER,  
has granted, bargained, sold, transferred and delivered to BUYER, its successors,  
heirs, executors, administrators and assigns forever, the following described  
property, hereinafter referred to as PROPERTY:

OR Bk 5351 Pg 998  
Orange Co FL 1997-0388413

This document prepared by:  
Address:

TO HAVE AND TO HOLD the same unto the BUYER, its executors, administrators and assigns forever.

AND the SELLER, hereby covenants with the said BUYER that it is the lawful owner of the PROPERTY; that it has good right and lawful authority to sell and convey said PROPERTY; that it hereby fully warrants the title to said PROPERTY and will defend the same against the lawful claims of all persons whomsoever; and that said PROPERTY is free of all encumbrances except those described herein.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the COUNTY. The GRANTOR represents that any and all facilities or systems located in, or, upon or within the conveyed property are free from all latent and patent design, construction or other defects. The GRANTOR hereby represents to the COUNTY that it has no knowledge of any latent or patent defects. GRANTOR hereby assigns, transfers and conveys to the COUNTY any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to any and all warranties, claims and other forms of indemnification. By execution of this document the GRANTOR affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR recognizes that the COUNTY is relying upon the GRANTOR's representations as herein expressed. The GRANTOR, further, accepts responsibility over and agrees to indemnify and hold the COUNTY harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating to or arising from this conveyance.

OR Bk 5351 Pg 1000  
Orange Co FL 1997-0388413

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal this  
\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

ATTEST: Signed, sealed and delivered

\_\_\_\_\_  
(Signature) \_\_\_\_\_, Secretary

\_\_\_\_\_  
(Print or Type) Name of Corporation

\_\_\_\_\_  
(Print or Type Name)

(Affix Seal)

WITNESSES: Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
TITLE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ (name  
of officer or agent) \_\_\_\_\_ (title of officer or agent)  
of \_\_\_\_\_ (name of  
corporation acknowledging), a \_\_\_\_\_ (state or place of  
incorporation) corporation, on behalf of the corporation. He/she is personally  
known to me or has produced \_\_\_\_\_  
\_\_\_\_\_ (type of identification) as identification and did (did  
not) take an oath.

EXECUTED and sealed in the County and State named above this \_\_\_\_ day of  
\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Signature) Notary Public, in and for the County  
and State Aforementioned (Affix Seal)

\_\_\_\_\_  
(Legibly Print/Type/or Stamp Name)

My commission Expires:

BSaleCp.frm  
Rev. 5/26/93 - DRD/pa

OR Bk 5351 Pg 1001  
Orange Co FL 1997-0388413

Recorded - Martha O. Haynie

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 01 1997

CONDITIONAL UTILITY AGREEMENT  
for  
SEWER SERVICE

Orange Co FL 1997-0388414  
102497 03:54:48pm  
OR Bk 5351 Pg 1002  
Rec 109.50

THIS AGREEMENT is made and entered into this 1st day of July, 1997, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "SEMINOLE," the UNIVERSITY OF CENTRAL FLORIDA, acting for and on behalf of the Board of Regents of the State of Florida, hereinafter referred to as "UNIVERSITY," a public university and ORANGE COUNTY, a political subdivision of the State of Florida, whose address is Fire and Rescue Division, 4700 Lake Underhill Drive, Orlando, Florida 32807, hereinafter referred to as "ORANGE."

W I T N E S S E T H:

WHEREAS, UNIVERSITY owns lands located in Seminole County, Florida as described in Exhibit "A", and shown on the Survey in Exhibit "B", attached hereto (the "Property"), and ORANGE intends to develop the Property; and

WHEREAS, ORANGE has requested that SEMINOLE provide sewer service for the Property; and

WHEREAS, SEMINOLE is willing to provide sewer service to the Property and thereafter to operate the utility facilities so that the occupants of the improvements on the Property will receive sewer service from SEMINOLE in accordance with the provisions of this Agreement;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed,

and the Sewer Agreement attached hereto as Exhibit "G", the parties hereby covenant and agree as follows:

**SECTION 1. PREAMBLE.** The foregoing statements are true and correct.

**SECTION 2. DEFINITIONS.** The following definitions of terms used in this Agreement shall apply unless the context indicates a different meaning:

(a) **"Application"** - A request in writing on forms provided by SEMINOLE from ORANGE or a consumer requesting specific sewer service.

(b) **"Connection Fees"** - A fee or charge paid to SEMINOLE by applicant for the purpose of obtaining sewer capacity. Connection fees will be utilized for the acquisition, improvement, expansion and construction of facilities required to furnish present or future sewer capacity and service to the Property. The amount shall be determined in accordance with the SEMINOLE schedule of rates in effect from time to time.

(c) **"Consumer Installation"** - All facilities ordinarily on the consumer's side of the point of delivery (e.g. curb stop, lateral connections.)

(d) **"Consumer's Point of Delivery"** - Unless otherwise specified herein, the point where the sewer service is connected to the consumer's service lateral, which shall be, where possible, at the consumer's property line.

- (e) **"Contribution-in-Aid-of-Construction (CIAC)"** - The sum of money and/or the value of property required as a pre-requisite to service to the Property.
- (f) **"Development Phase"** - A subdivision or construction phase of the construction of utility facilities on Property.
- (g) **"Point of Delivery"** - The point where the sewer service enters the Property or the point of connection of off-site installation to SEMINOLE's system pursuant to Section 8.
- (h) **"Equivalent Residential Connection (ERC)"** - A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the average daily flow of one equivalent residential connection (ERC) is 300 gallons per day (GPD). The number of ERC's contained in a given ADF is determined by dividing that ADF by 300 GPD. (Note: ERC's are calculated as a whole number).
- (i) **"Facilities"** - See Utility Facilities.
- (j) **"FDEP"** - The Florida Department of Environmental Protection, or its successor agency.
- (k) **"GPD"** - Gallons per day.
- (l) **"Installation"** - See Utility Facilities.
- (m) **"Property"** - The land described in Exhibit "A" and shown on the survey in Exhibit "B" attached hereto.
- (n) **"Service" or "Utility Service"** - The readiness and ability of SEMINOLE to furnish and maintain sewer service to the point of delivery.

(o) "Service Rates" or "Rates" - SEMINOLE's existing and future schedules of rates and charges for sewer service, including connection fees, meter set fees, and all other fees and charges which from time to time are in effect pursuant to ordinances, resolutions or policies adopted by SEMINOLE. The schedules of Service Rates shall be of general and uniform application within SEMINOLE-wide water and sewer utility system.

(p) "Utility Facilities" or "Facilities" or "Installations" - Utility facilities means and includes all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and appurtenances together with all real property, easements and rights-of-way necessary to provide sewer service to the Property whether located on-site or off-site. The words "Utility Facilities," "Sewer Facilities," "Facilities," or "Installations" shall be interchangeable unless otherwise indicated by the context.

**SECTION 3. CAPACITY ALLOCATION.** ORANGE and SEMINOLE agree that the capacity needed to provide service to the Property is 1380 gallons per day for sewage collection, which is estimated to be 5 ERC.

Capacity allocation is subject to the Florida Department of Environmental Protection (Section 403.021, Florida Statutes, and Florida Administrative Code Rules 17-4.07 and 17-4.15) approval of applicable permits for the property. Should the Florida Department of Environmental Protection (FDEP) refuse to issue applicable



permit(s) solely because capacity is not available, ORANGE may request SEMINOLE to rescind the allocation of capacity.

ORANGE agrees that the number of units of capacity (ERC's) reserved hereby shall not exceed the number of units of development pursuant to Exhibits "A" and "B", and that the gallonage calculation to determine number of ERC's is for the purpose of allocating a given number of units of capacity (ERC) for the Property and not for purposes of any other calculations.

**SECTION 4. AGREEMENT TO SERVE.** Upon the completion of construction of sewer facilities by ORANGE, satisfactory inspections, the issuance of the final letter of acceptance by SEMINOLE, and subject to the other terms of this Agreement, SEMINOLE agrees to permit connection of the sewer facilities installed by ORANGE to the central facilities of SEMINOLE and to provide utility service in accordance with the terms and intent of this Agreement. Such connections shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. SEMINOLE agrees that once ORANGE or others have connected consumer installations to SEMINOLE's central facilities, SEMINOLE will continuously provide sewer service to the Property subject to continued compliance by ORANGE or consumer with all applicable SEMINOLE requirements for such service.

**SECTION 5. CONNECTION FEES.** In addition to the Contributions in Aid of Construction (CIAC) where applicable, ORANGE hereby agrees to pay to SEMINOLE all applicable connection fees in accordance with the schedule in effect at the time of payment. Payment

of the connection fees shall not excuse ORANGE from payment of any other charges uniformly made, including, but not limited to, meter fees and meter set fees. SEMINOLE shall not be obligated to refund any portion of connection fees paid nor shall SEMINOLE pay interest on connection fees paid.

Should the FDEP not issue the applicable permit(s) solely because capacity is not available, refunds of the connection fees shall be made by SEMINOLE within thirty (30) days of written notification by ORANGE of the FDEP'S denial. Such requests to SEMINOLE for refunds must be accompanied by a written request from ORANGE that SEMINOLE rescind the capacity allocation.

ORANGE shall be obligated to pay connection fees, or any initial portion thereof, in accordance with the applicable SEMINOLE resolution in effect at the time ORANGE is required to make payment. No user or consumer of water service shall be entitled to offset any bill rendered by SEMINOLE for such service against connection fees paid. ORANGE shall not be entitled to offset connection fees paid or payable against any claims of SEMINOLE.

**SECTION 6. PAYMENT OF CONNECTION FEES.** ORANGE shall be required to pay the connection fees for each Equivalent Residential Connection (ERC) in accordance with Exhibit "C" attached hereto. Connection fees shall be due and payable in accordance with the applicable SEMINOLE resolution in effect at the time of payment. A monthly operating charge shall be assessed for each remaining unit or ERC which has not been transferred to a consumer after two (2) years, from the date SEMINOLE accepts ORANGE's infrastructure

or at the time of final inspection pertaining to a private system. Failure to pay monthly operating charge(s) may result in the termination and recapture of capacity allocation.

**SECTION 7. PROCEDURES FOR CONSTRUCTION OF INSTALLATIONS.**

ORANGE agrees that construction of the force main within the SEMINOLE right-of-way shall be in accordance with the following requirements:

(a) **Permits.** ORANGE shall submit applicable FDEP permit applications to SEMINOLE for signature prior to submission of permit application to FDEP. ORANGE shall make application to SEMINOLE for Underground Utility Permits and any other applicable permits such as Right-of-Way Use Permits upon receipt of an approved permit from FDEP.

(b) **Plans and Specifications.** ORANGE shall furnish SEMINOLE three (3) sets of all plans and specifications (Plans) for the installation to be constructed prepared by a registered professional engineer. The Plans shall be prepared in accordance with applicable SEMINOLE Ordinances and policies including the Land Development Code, Water and Sewer Guidelines and System Requirements for connection to County-owned utilities. ORANGE shall obtain approval of the Plans from all agencies having jurisdiction including the FDEP and SEMINOLE, if applicable, and submit to SEMINOLE one (1) copy of any construction permits. No construction shall commence until SEMINOLE and appropriate regulatory agencies have approved such Plans in writing and SEMINOLE has received copies of the construction permits. If construction commences

prior to all such approvals, SEMINOLE shall have no responsibility to accept any of the installations and SEMINOLE may elect to terminate this Agreement or withhold service until such time as ORANGE has obtained all required approvals. Should ORANGE wish to record the plat of a subdivision prior to construction of any installation, ORANGE shall post a performance bond which is one hundred ten percent (110%) of the cost of construction of the installation.

(c) **Pre-construction Conference.** After securing all permits and approval of Plans by SEMINOLE and the other agencies, ORANGE or the engineer of record shall set up a pre-construction conference with the engineer of record, utility contractor, the appropriate building officials and SEMINOLE.

(d) **Notice to County.** ORANGE shall provide to SEMINOLE not less than forty-eight (48) hours' written notice prior to commencement of construction and as-built surveys shall be submitted seven (7) days prior to final inspection. ORANGE shall provide to SEMINOLE forty-eight (48) hours' notice, which may be either written or verbal, prior to any inspections or tests (other than final inspection) being performed as described herein. Notices shall be deemed given upon actual receipt of same by SEMINOLE.

(e) **Inspections and Tests.** During construction of any installation by ORANGE, SEMINOLE shall have the right to inspect such installation, including but not limited to the materials, equipment, piping and connections to determine compliance with the approved Plans. The engineer of record shall also inspect

construction to insure compliance with approved Plans, permits and other applicable requirements. All standard tests and inspections for pressure, exfiltration, line and grade, and all other engineering tests and inspections shall be performed with the engineer of record and utility contractor present to determine that the systems have been installed in accordance with the approved Plans, permits and good engineering practices and are functioning satisfactorily for the purpose for which the installation was designed. It shall be ORANGE's responsibility to insure that all construction and the installation fully meet approved Plans, permits and applicable requirements of law and, upon completion, that the installation functions satisfactorily for the purpose for which it was designed.

(f) **Completion.** Upon completion of construction, ORANGE's engineer of record shall submit a signed certificate of completion certifying to SEMINOLE that the construction of the installation is complete, that the installation has been constructed in accordance with all permits, approved Plans, and applicable requirements of law, and as constructed, it will function for the purpose for which it was designed.

(g) **As-builts and Other Plans.** At least seven (7) days prior to final inspection, ORANGE or its engineer shall also provide SEMINOLE with one (1) set of ammonia mylars of the "as-built" surveys prepared by the engineer of record showing the location of all installations as constructed. ORANGE shall provide SEMINOLE two (2) sets of approved paving and drainage plans and three (3) copies of the recorded subdivision plat. ORANGE shall provide

proof satisfactory to SEMINOLE that the installation and all contractors, subcontractors, materialmen and laborers have been paid in full together with the engineer's certificate of the total cost of the installation.

**SECTION 8. WATER METERS.** A water meter or meters necessary to serve the Property shall be installed by SEMINOLE at ORANGE's Point of Delivery for residential development and by ORANGE for all other development. SEMINOLE shall designate the number, type, quality and size of said meter or meters. The water meter or meters and enclosures are to be installed by SEMINOLE after building permit is issued for residential development and by ORANGE for all other types of development. The costs thereof and associated labor charges shall be paid by ORANGE prior to installation at the rates charged by SEMINOLE in effect at that time. All water meters and enclosures shall remain the property of SEMINOLE. SEMINOLE shall also be responsible for the installation of a back flow prevention device to be installed on the consumer side of the meter for all residential development. ORANGE shall be responsible as to all other types of development.

**SECTION 9. EXCLUSIVE RIGHT TO PROVIDE SERVICE.** ORANGE, shall not engage in the business of providing water or sewer services to the Property. ORANGE and UNIVERSITY hereby grant SEMINOLE the sole and exclusive right to provide sewer services to the Property and to the occupants thereon.

**SECTION 10. SERVICE RATES.** The rates to be charged by SEMINOLE to ORANGE or to a consumer for sewer service on the

Property shall be those rates charged by SEMINOLE to its other customers pursuant to service rates from time to time in effect as defined herein. SEMINOLE reserves the right to withhold or disconnect service at any time the service rates are not paid on a current basis within forty (40) days after the same are billed; provided that written notification of such delinquency has been made by SEMINOLE to ORANGE or consumer being served. ORANGE or consumer, as the case may be, hereby agrees to save and hold harmless SEMINOLE for any loss or damages resulting from the exercise of this right.

The service to the Property shall be subject to such other regulations from time to time imposed on SEMINOLE with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to SEMINOLE's Property and rate changes shall be exclusively within the discretion and control of SEMINOLE.

**SECTION 11. APPLICATION FOR SERVICE TO CONSUMER INSTALLATIONS.** ORANGE, or any owner or occupant on the Property (consumer) shall not connect any consumer installation to the facilities of SEMINOLE until application has been made to SEMINOLE by the ORANGE or consumer and approval for such connection has been granted.

ORANGE or the consumer shall be responsible for connecting the consumer installation to the meter and/or lines of the SEMINOLE system at the point of delivery in accordance with the following requirements:

(a) Application for the installation of water meters and backflow preventors shall be made twenty-four (24) hours in advance, not including Saturdays, Sundays and holidays.

(b) All consumer installations may at SEMINOLE's sole option be inspected by SEMINOLE before backfilling and covering of any pipes.

(c) Written notice to SEMINOLE requesting an inspection of a consumer installation may be given by ORANGE, the consumer or his contractor, and the inspection will be made within twenty-four (24) hours, not including Saturdays, Sundays and holidays, provided the water meter and backflow preventor, if applicable, have been previously installed.

(d) If SEMINOLE fails to inspect the consumer installation within forty-eight (48) hours, excluding Saturdays, Sundays and holidays, after such inspection is requested in writing, ORANGE or consumer may backfill or cover the pipes without SEMINOLE's inspection and approval.

(e) The cost of construction, operation, maintenance, repair or replacement of consumer installations shall be the responsibility of ORANGE or consumer and not SEMINOLE.

(f) Should any non-domestic wastes, grease or oils, including, but not limited to, floor or abnormal strength wax or paint, be delivered to the lines, ORANGE or Consumer shall be responsible for payment of the cost to correct or repair any resulting damage to the treatment process and/or facilities.



**SECTION 12. HIGH STRENGTH WASTE.** ORANGE agrees that waste or sewage to be treated by SEMINOLE from the Property will consist of domestic wastewater, and further agrees that it will not allow any abnormal strength sewage to flow to the Utility Facilities, except upon payment of a surcharge promulgated by SEMINOLE. ORANGE grants to SEMINOLE the right to sample sewage from the Property to verify ORANGE's compliance with this Section.

**SECTION 13. PRETREATMENT.** ORANGE agrees that SEMINOLE has certain obligations to protect the health, safety and welfare of the public and not to burden SEMINOLE's customers with extraordinary expenses attributable to ORANGE, its successors or assigns. ORANGE agrees that all sewage or wastewater from Property shall conform to SEMINOLE's standards prior to introduction into SEMINOLE's collection system and ORANGE further agrees that SEMINOLE may at SEMINOLE's sole option require pretreatment or special features such as grease traps to insure such conformity. ORANGE shall be responsible for all costs associated therewith.

**SECTION 14. WATER CONSERVATION.** ORANGE agrees to employ water conservation measures in development of the Property. Subject to SEMINOLE review and approval to encourage water conservation, such measures shall include but not be limited to:

- (a) Installation of low flush toilets which utilize 3.5 gallons or less of water per flushing cycle.
- (b) Installation of shower heads which have flow restrictors, pulsating features, flow control devices or other features which

result in water conservation; and do not allow a flow exceeding 3.0 gallons per minute at 60 psi.

(c) No swimming pool filter backwash water, or any other swimming pool wastewater shall be discharged to the sanitary sewer system.

(d) Installation of spring-loaded/automatic shutoff water fixtures in all public restrooms, including lavatory fixtures.

**SECTION 15. EFFLUENT DISPOSAL.** It is possible that SEMINOLE may not have sufficient effluent disposal capacity available for the disposal of sewage from the Property treated by it at its sewage treatment plant. ORANGE and UNIVERSITY agree to provide SEMINOLE, at SEMINOLE's request and at no cost to SEMINOLE, the use of the Property, or other areas as designated within the Property, for effluent disposal for reclaimed water purposes only. UNIVERSITY shall provide SEMINOLE with perpetual easements or other documentation allowing for the use of said Property for such purpose.

**SECTION 16. INSPECTION.** SEMINOLE may, at its option and without notice, inspect ORANGE's utility facilities at all times whether before or after completion of construction and acceptance of same by SEMINOLE. SEMINOLE, by inspecting or not inspecting to any extent whatsoever, shall not assume responsibility for construction or installation of ORANGE's utility facilities and shall in no way be deemed to waive any rights available to SEMINOLE for defaults on the part of ORANGE, or to consent to any defects,

omissions or failures in the design, construction and installation of ORANGE's utility facilities.

**SECTION 17. RELOCATION OF UTILITY FACILITIES.** Any relocation of utility facilities required for ORANGE's convenience or necessity shall be done at ORANGE's expense provided such relocation can be accomplished without adverse impact on any other part of the facilities or other consumers.

**SECTION 18. NOTICES.** Any payment or notice required or permitted hereunder shall be in writing and be deemed properly made when hand delivered to the official hereinafter designated, or upon actual receipt when deposited in the United States mail, postage prepaid, addressed as set forth herein, or at such other address as shall have been specified by written notice to the other party delivered in accordance herewith:

SEMINOLE: Director  
Public Works Department  
3000A Southgate Drive  
Sanford, FL 32773

Copy to: County Attorney  
Seminole County Services Building  
1101 East First Street  
Sanford, FL 32771

UNIVERSITY: University of Central Florida  
4000 Central Florida Blvd.  
Orlando, FL 32826 J2810 - 3600 MBL

ORANGE: Orange County Fire and Rescue  
Services Division Projects  
6590 Amory Court  
Winter Park, FL 32792

**SECTION 19. COST AND ATTORNEYS' FEES.** In the event any party brings an action to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover

from the other parties all costs incurred, together with reasonable attorneys' fees at all levels, including appeals.

**SECTION 20. INTERPRETATION.** The parties agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

**SECTION 21. ASSIGNMENT.** This Agreement may not be assigned by a party without the prior written consent of the other parties, which shall not be unreasonably withheld; provided, however, that in any assignment by ORANGE, ORANGE's successor or assign must expressly assume ORANGE's obligations hereunder by execution of this Agreement. Capacity allocated hereunder may not be sold or assigned to any other property whether or not owned by ORANGE.

**SECTION 22. STRICT COMPLIANCE.** Failure to insist upon strict compliance of any of the terms, covenants, or conditions in this Agreement shall not be deemed a waiver thereof, nor shall any waiver of any right hereunder at any one time be deemed a waiver of such right at any other time.

**SECTION 23. LIABILITY.** The parties to this Agreement, their officers, employees and agents shall not be deemed to assume any liability for the acts, omissions and negligence of the other parties, their officers, employees and agents. SEMINOLE's obligations hereunder shall be contingent upon ORANGE's obtaining any and all necessary and required permits from FDEP and all other applicable agencies.

**SECTION 24. TIME OF THE ESSENCE.** Time is hereby made of the essence of this Agreement in all respects.

**SECTION 25. ENTIRE AGREEMENT AND INCORPORATION BY REFERENCE.** This Agreement constitutes the entire agreement of the parties and expressly supersedes all negotiations, previous agreements or representations whether verbal or written, and may not be amended in any way whatsoever except by a writing executed by both parties hereto in a manner equal in dignity to the execution of this Agreement; provided however, that documents for the implementation of this Agreement, including all permits, engineering design and construction contracts, plans and specifications for the utility facilities as and when approved and filed with SEMINOLE's Public Works Department are incorporated herein by reference.

**SECTION 26. BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the Property.

**SECTION 27. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida and the Ordinances, Resolutions and policies of SEMINOLE not prohibited thereby.

**SECTION 28. EFFECTIVE DATE.** This Agreement shall be effective upon proper execution by the parties hereto.

OR Bk 5351 Pg 1019  
Orange Co FL 1997-0388414

IN WITNESS WHEREOF, the parties hereto have caused this Agreement with the named exhibits attached to be executed on the day and year first above written.

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

WITNESSES:

Sherry Andrews

SHERRY ANDREWS  
Print Name

Nancy Marshall

NANCY MARSHALL  
Print Name

By: John C. Hitt  
John C. Hitt, President

Approved by: MBH/bts 8/4/97

Date: \_\_\_\_\_

ATTEST:

R. J. [Signature]  
Clerk

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

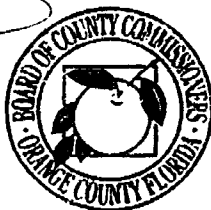
By: [Signature]  
Chairman

Date: JUL 01 1997

For the use and reliance  
of Orange County only.  
Approved as to form and  
legal sufficiency

[Signature]  
County Attorney

As authorized for execution by  
the Board of County Commission-  
ers at their July 1,  
1997, regular meeting.



ATTEST:

MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency

Dean E. Smith 8-20-97  
County Attorney  
SED/tlc  
06/03/97  
3 Attachments  
A - Legal Description  
B - Survey  
C - Connection Fees  
ATTACHMENT 107

OR Bk 5351 Pg 1020  
Orange Co FL 1997-0388414

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By:

RANDALL C. MORRIS, Chairman  
Roger M. Smith, P.E., Utilities Manager

Date:

8/22/97

As authorized for execution by  
the Board of County Commis-  
sioners at their  
19<sup>th</sup> regular meeting.

State of Florida  
County of Seminole

Sworn and Subscribed to  
me the 22 Day of August  
1997 personally appears  
Roger M. Smith.

Keith J. Smith

KATHRYN J. MORRIS  
" COMMISSIONER J. 06 417258  
FILED - DECEMBER 24 1999  
See Note at back of this Underwriting

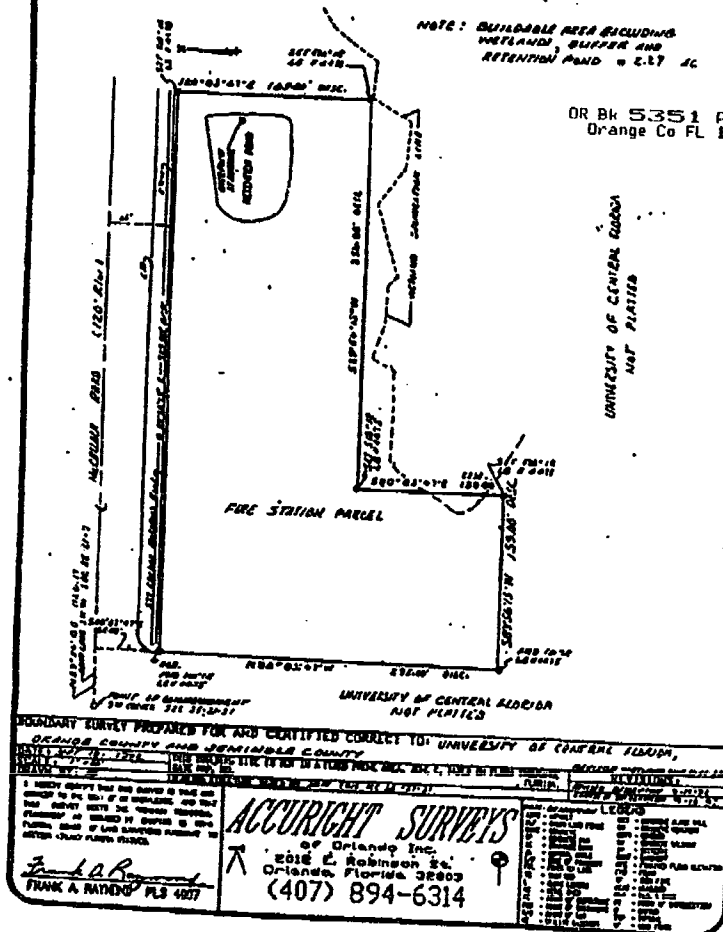
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Continued on next page.

NOTE: BUILDABLE AREA EXCLUDING  
WETLANDS, BUFFER AND  
RETENTION POND = 2.27 AC

OR Bk 5351 Pg 1021  
Orange Co FL 1997-0388414





## EXHIBIT "C"

OR Bk 5351 Pg 1022  
Orange Co FL 1997-0388414

## Sewer Connection Fees

Developer agrees to pay Seminole County the following Connection Fees to induce the County to reserve the following plant capacities for Developer's proposed connections within the "Property". Developer understands that plant capacities are only reserved upon payment of Charges by Developer to Seminole County. The fees set forth below are the connection fees in effect as of the date of this Developer Agreement and are subject to changes in accordance with the terms thereof.

Payment Schedule

<u>Customer Category</u>	<u>Number of Units</u>	<u>ERC Factor</u>	<u>Total ERC's</u>	<u>Total Gallons</u>	<u>Charge Per Gallon</u>	<u>Total Charges</u>
Commercial	N/A	300	5	1380	\$7.00	\$9660.00

OR Bk 5351 Pg 1023  
Orange Co FL 1997-0388414

BILL OF SALE (Corporation to County)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

\_\_\_\_\_ (type or print corporate name), a  
corporation existing under the laws of the State of \_\_\_\_\_  
(type or print), having its principal place of business at \_\_\_\_\_

\_\_\_\_\_ (type or print),  
hereinafter referred to as SELLER, for an in consideration of the sum of TEN AND  
NO/100 DOLLARS (\$10.00) and other valuable consideration paid by SEMINOLE COUNTY,  
a political subdivision of the State of Florida, whose address is Seminole County  
Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter  
referred to as BUYER, the receipt of which is hereby acknowledged, by the SELLER,  
has granted, bargained, sold, transferred and delivered to BUYER, its successors,  
heirs, executors, administrators and assigns forever, the following described  
property, hereinafter referred to as PROPERTY:

This document prepared by:

Address:

TO HAVE AND TO HOLD the same unto the BUYER, its executors, administrators and assigns forever.

AND the SELLER, hereby covenants with the said BUYER that it is the lawful owner of the PROPERTY; that it has good right and lawful authority to sell and convey said PROPERTY; that it hereby fully warrants the title to said PROPERTY and will defend the same against the lawful claims of all persons whomsoever; and that said PROPERTY is free of all encumbrances except those described herein.

The property conveyed herein may include roads, lines (water, sewer or other), drainage facilities or systems, or other facilities or systems which will become the responsibility of the COUNTY. The GRANTOR represents that any and all facilities or systems located in, or, upon or within the conveyed property are free from all latent and patent design, construction or other defects. The GRANTOR hereby represents to the COUNTY that it has no knowledge of any latent or patent defects. GRANTOR hereby assigns, transfers and conveys to the COUNTY any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to any and all warranties, claims and other forms of indemnification. By execution of this document the GRANTOR affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The GRANTOR recognizes that the COUNTY is relying upon the GRANTOR's representations as herein expressed. The GRANTOR, further, accepts responsibility over and agrees to indemnify and hold the COUNTY harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating to or arising from this conveyance.

OR Bk 5351 Pg 1025  
Orange Co FL 1997-0388414

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal this  
\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

ATTEST: Signed, sealed and delivered

\_\_\_\_\_  
(Signature) \_\_\_\_\_, Secretary  
\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type) Name of Corporation  
\_\_\_\_\_  
(Affix Seal)

WITNESSES: Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
TITLE

STATE OF )  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_ (name  
of officer or agent) \_\_\_\_\_ (title of officer or agent)  
of \_\_\_\_\_ (name of  
corporation acknowledging), a \_\_\_\_\_ (state or place of  
incorporation) corporation, on behalf of the corporation. He/she is personally  
known to me or has produced \_\_\_\_\_  
\_\_\_\_\_ (type of identification) as identification and did (did  
not) take an oath.

EXECUTED and sealed in the County and State named above this \_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Signature) Notary Public, in and for the County  
and State Aforementioned (Affix Seal)

\_\_\_\_\_  
(Legibly Print/Type/or Stamp Name)

My commission Expires:

BSaleCp.frm  
Rev. 5/26/93 - DRD/pa

DR Bk 5351 Pg 1025-A  
Orange Co FL 1997-0388414  
Recorded - Martha O. Haynie