

**THIS DOCUMENT PREPARED BY
AND RETURN TO:**

Roy K. Payne, Esq.
Chief Assistant City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32802
(407) 246-2295

**TRANSPORTATION AGREEMENT AND AGREEMENT REGARDING STATE
GRANT FUNDS**

**THIS TRANSPORTATION AGREEMENT AND AGREEMENT REGARDING
STATE GRANT FUNDS** (hereinafter the “**Agreement**”) is entered into this _____ date of _____, 2015 by and between the **City of Orlando, Florida**, a municipal corporation organized and existing pursuant to the laws of the State of Florida, with an address of 400 South Orange Avenue, Orlando, Florida 32801 (hereinafter the “**City**”) and **Lake Nona Central, LLC**, a Florida limited liability company, with an address of 9801 Lake Nona Road, Orlando, Florida 32827 (hereinafter the “**Developer**”).

WITNESSETH:

WHEREAS, the Developer is (or will be) the owner of certain real property in the City of Orlando, generally located south of Dowden Road, west of Narcoossee Road and east of the Orlando International Airport, containing approximately 63-acre site, lying within the project more commonly known as the Lake Nona Development of Regional Impact (the “**Lake Nona DRI**”) being more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (hereinafter the “**Property**”); and

WHEREAS, the Property is subject to that certain Fourth Amended and Restated Development Order for the Lake Nona Development of Regional Impact recorded on December

4, 2007 in Official Records Book 9522, Page 525, that certain First Amendment recorded on March 26, 2008, in Official Records Book 9640, Page 1888, that certain Second Amendment recorded on July 10, 2012, in Official Records Book 10406, Page 4222, and that certain Third Amendment recorded on November 27, 2013, in Official Records Book 10670, Page 3145, all in the Public Records of Orange County, Florida (collectively, the “**Development Order**”); and

WHEREAS, the United States Tennis Association (“**USTA**”) has selected the Property to be developed for its newest tennis complex, anticipated to be the largest of such complex in the country, consisting of a high performance player development area, tournament and league areas, administrative offices, and a collegiate tennis area, with seating for 1,200 which will serve as the home of the University of Central Florida's men's and women's varsity tennis programs (the “**Project**”); and

WHEREAS, the Project qualifies as a Target Industry pursuant to the State of Florida, Department of Economic Opportunity, Division of Strategic Business Development Qualified Target Industry (QTI) Tax Refund Program; and

WHEREAS, the Project is anticipated to generate new annual demand in excess of 50,000 hotel room nights; and

WHEREAS, the Project qualifies within a high-impact sector as defined by Chapter 288.108, Florida Statutes; and

WHEREAS, the Project contains a national headquarters component, elevating Orlando as a home for corporate governance; and

WHEREAS, the Project is located in an area where the City of Orlando Growth Management Plan provides policy support for enhanced and accelerated job creation. Specifically, Goal 4 in the Future Land Use Element of the Growth Management Plan includes the following:

The City also recognizes the importance of the emerging bio-medical cluster in the Southeast Orlando Sector Plan/Lake Nona area (the Medical City), particularly in regards to the provision of quality health care for Orlando area citizens, the advancement of health and medical sciences through education and research, and the potential commerce and economic development opportunities inherent to the bio-medical field. Because the Medical City concept is so vital to the diversification of Orlando's economy and the creation of a healthy jobs/housing balance, the City of Orlando is dedicated to the continued growth of medical and health related businesses and institutions in the Southeast Orlando Sector Plan/Lake Nona area.

WHEREAS, the Project is planned to build upon the emerging bio-medical cluster at Lake Nona, and will act as an attractor for allied businesses and industries associated with sports and wellness related research and development in human performance and new products; and

WHEREAS, the Project includes the construction of an entrance road with a cross-section typical of similar roadways within the Lake Nona DRI, and such right-of-way being more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference, together with related improvements (the "**Entry Road**"), which Entry Road will provide accessibility for employees, visitors and players; and

WHEREAS, Developer has requested that the City participate in the Project by purchasing the Entry Road and by paying a portion of the cost of designing and constructing the Entry Road; and

WHEREAS, due the extremely unique nature of the Project, as described above, and the significant positive impacts to economic development within this area of the City, as well as the national exposure that the Project will bring to the City, the City has agreed to participate in the construction under the following terms; and

WHEREAS, in addition to the City's participation as described in this Agreement, the City will also enter into an agreement, "Grant Agreement," with the State of Florida Department of Economic Opportunity, Division of Strategic Business Development, "**DSBD**," providing for the DSBD's contribution of \$2,246,320.00, "**Grant Funds**," towards the design and construction costs of the Entry Road; and

WHEREAS, the Grant Agreement provides specific requirements, rules and guidelines to ensure distribution of the Grant Funds to the City which will forward said Grant Funds to the Developer; and

WHEREAS, Developer hereby acknowledges and shall fully comply with the terms of the Grant Agreement and furthermore Developer understands that because the Developer, not the City, is designing and constructing the Entry Road, it is Developer's obligation, not the City's, to ensure sufficient compliance with the terms of the Grant Agreement to accomplish distribution of the Grant Funds to the City.

NOW THEREFORE, in consideration of the mutual promises set forth in this agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the City agree as follows:

1. Recitals. The Recitals set forth in the preamble to this Agreement are true and correct and are incorporated herein by this reference as if fully set out below.

2. Entry Road Dedication. The Developer shall dedicate or convey (or cause to be dedicated or conveyed by the MCID (as defined herein), which may acquire the Entry Road subsequent to the execution of this Agreement but prior to the conveyance to the City) to the City the Entry Road. Developer shall ensure that the Entry Road is conveyed or dedicated to the City free and clear of any and all liens, encumbrances or mortgages to the satisfaction of the City. Said conveyance shall occur by Special Warranty Deed or by subdivision plat, upon the City's Certification as provided in Paragraph 11, below and the City's acceptance of the Entry Road for maintenance. The valuation for the real property comprising of the Entry Road shall be based on the fair market value determined by an independent appraisal prepared by a licensed appraiser obtained by the developer for this purpose (the "**Right-of-Way Value**"). In consultation with the City, the Right of Way Value shall be established by Developer consistent with this Paragraph and transmitted in writing to the City within ninety (90) days of the Effective Date of this Agreement. Notwithstanding the ultimate determination of the Right-of-Way Value, the City's obligations under this Agreement are limited to the City Payment as described herein and said City Payment constitutes full compensation for the Right of Way.

3. Entry Road/City Payment. Developer is solely responsible for the design, permitting and construction of the Entry Road as a four-lane divided roadway, with a cross-section typical of similar roadways within the Lake Nona DRI. Developer shall incorporate the City's comments regarding design and construction of the Entry Road as much as reasonably practicable. In consideration for Developer's construction of the Entry Road and dedication of the Entry Road to the City and due to the unique nature of the Project including, without

limitation, the significant economic development impacts to the area and the commensurate establishment of additional tax base, the City agrees to purchase the Entry Road from Developer and to pay a Developer a portion of the cost of designing and constructing the Entry Road, in the total amount of Four Million and 00/100 Dollars (\$4,000,000.00) (the “**City Payment**”). The City Payment is specifically conditioned upon Developer’s completion of the Entry Road and dedication of the Entry Road to the City as provided herein. Developer shall be entitled to the City Payment regardless of whether such costs for design, engineering and permitting costs, and construction are funded, all or in part, by the Economic Development Transportation Fund grant applied for or to be applied for the Entry Road. City shall make the City Payment to Developer within thirty (30) day after the issuance of the City’s Certification of the Entry Road but in no event later than June 1, 2016. If the City Payment is made prior to the City’s Certification of the Entry Road in accordance with the preceding sentence, Developer shall obtain performance and payment bonds to ensure the completion of the Entry Road in a form acceptable to the City, with the penal amount of each bond equal to the contract amount for the Entry Road. The Surety must be authorized to issue bonds in Florida, must be listed in the most recently issued United States Department of the Treasury’s “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies,” as published in the Federal Register and is subject to the final approval of the City. The City shall be listed as an obligee on each bond. Fully executed copies of said bonds shall be provided to the City prior to delivery of the City Payment. Developer acknowledges that such funds received by Developer pursuant to this Paragraph shall be passed through to USTA in the form of cash or credit for financial obligations directly related to the Project, due Developer from USTA, less any Developer funds previously advanced to USTA by Developer that shall instead be

reimbursed to Developer. Developer is solely responsible for the design, permitting and construction of the Entry Road. Developer shall ensure that said design and construction occurs consistent with all applicable laws, rules and regulations, including standards developed by the Florida Department of Transportation in accordance with Section 336.045, Florida Statutes. Per the terms of the Grant Agreement, Developer shall commence construction of the Entry Road no later than August 31, 2015 or within ninety (90) days of the issuance of the Notice to Proceed for construction of the Entry Road whichever date is earlier and shall complete same on or before July 31, 2017. Developer acknowledges that DSBD has the right to immediately terminate the Grant Agreement if Developer fails to meet either requirement and Developer hereby releases City from any liability related thereto.

4. Grant Funds. Developer confirms that it has reviewed, and is fully aware of, the Grant Agreement and shall fully comply with the terms thereof as necessary to ensure disbursement of the Grant Funds to the City. Furthermore, Developer acknowledges that DSBD will not release the Grant Funds to the City unless Developer has complied with the terms of the Grant Agreement, including, though not exclusively, the accounting, certification and invoicing requirements in Sections 6.2, 7.0, 9.0, 9.1, and 18. Specifically, Developer acknowledges that, even though Developer is solely responsible for designing and constructing the Entry Road, the DSBD will ultimately hold the City responsible for compliance with the terms of the Grant Agreement. City would therefore not enter into the Grant Agreement or this Agreement (and could not comply with the terms thereof) if not for the representations and obligations of Developer contained herein, which representations and obligations the City is relying on to justify its execution of the Grant Agreement and this Agreement. Based on all of the foregoing, Developer hereby releases the City, and agrees to indemnify and hold the City harmless, from and against any and all

liability, claims and damages related directly or indirectly, to Developer's failure to comply with the terms of this Agreement or the Grant Agreement. The Grant Agreement authorizes the City's submittal of quarterly invoices to FDOT. However, Developer shall be solely responsible for preparation of the satisfactory invoices, including supporting data, under the terms of the Grant Agreement. As invoices are prepared by Developer and submitted to the City, City shall review, and if approved by the City, submit same to FDOT no more than quarterly. Developer shall be responsible for correcting any deficiencies in the invoice. Upon DSBD's release of all or any portion of the Grant Funds to the City, City shall disburse said Grant Funds to Developer within thirty (30) days. By way of clarification, the Grant Funds to be delivered to Developer are in addition to the City Payment.

5. Contractor Indemnity and Insurance. Developer shall fully comply, and ensure that its contractors and subcontractors fully comply, with the terms of Section 21 of the Grant Agreement thus satisfying the City's obligations as "Agency" thereunder.

6. Non-Discrimination. Developer will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. Developer shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. Developer shall insert similar provisions in all subcontracts for services by this Agreement.

7. Minority Vendors. The City has encouraged Developer to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the State of Florida, Department of Management Services, Office of Supplier

Diversity. The City shall require Developer to report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business, the time period, type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, Developer shall submit a statement to this effect.

8. Subcontracts. Developer shall be responsible for all work performed and all expenses incurred in connection with the Entry Road. It is understood by the Developer that City will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Developer will be solely liable to the subcontractor. When contracting with subcontractors, the Developer shall require subcontractors to indemnify and hold harmless the City and the State of Florida for actions of the subcontractor resulting in personal injury or death, or destruction or damage to property, arising out of activities performed under this Agreement and shall investigate all claims at its own expense.

9. Independent Contractors. Developer, its agents, contractor, subcontractors or design engineer, shall perform all activities that are outlined in this Agreement as independent entities and not as agents, employees or representatives of the City, or their employees or representatives. Nothing herein operates to impose any obligation, responsibility or liability upon the City with respect to the Entry Road until the City's Certification as described in Paragraph 11 below.

10. Indemnification. Developer shall indemnify, release and hold harmless the City, its agents, employees and elected and appointed officials, from and against all liability, claims, damages, losses and expenses (including all costs and attorney's fees and all costs and attorney's

fees on appeal), arising out of or resulting from this Agreement, and the design, permitting and construction of the Entry Road, or which are caused in whole or in part, directly or indirectly, by the negligence or willful misconduct of Developer or any of its contractors, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. This provision shall survive termination of this Agreement but only to the extent of covering acts or omissions occurring prior to the date of the City's Certification of the Entry Road. Nothing in this Agreement operates to waive the City's sovereign immunity or the limits of liability established under Florida law.

11. Certification. Upon completion of the Entry Road, the City shall conduct a final inspection. If the City determines that all work has been completed in conformance with the permitted construction plans and any other applicable construction, permitting or engineering requirements, City shall promptly notify Developer in writing (such notice being referred to herein as the “**City's Certification**”). Upon receipt of the City's Certification, Developer shall cause the contractor for the Entry Road to submit a final completion certification of the Entry Road to the City. This certification shall be accompanied by the as-built drawings as well as any necessary warranties, waivers and releases from contractors, subcontractors and suppliers, test certifications, operation manuals and documentation of approval of the construction by governmental agencies having jurisdiction other than the City, if any. The Entry Road remains the sole and exclusive responsibility of Developer until the City's Certification hereunder. In the event work is discovered which is defective or otherwise non-conforming to the requirements of the City-permitted construction plans, Developer shall immediately cause such work to be removed and replaced with conforming work or otherwise remedy the non-conformity to the satisfaction of the City prior to the City's Certification. Upon completion of the Entry Road and

the City's Certification, Developer shall obtain from the contractor, a two-year warranty (in a form reasonably acceptable to the City) on the materials and work performed with regard to the Entry Road. As a condition of the City's Certification, the City shall be named as additional beneficiary of the warranty/bond. The commencement date of the warranty/bond shall be the date upon which the Entry Road is certified by the City.

12. Myrtle Creek Improvement District. On November 26, 2001, the City established the Myrtle Creek Improvement District ("MCID") pursuant to Chapter 190, Florida Statutes. MCID is located within the Lake Nona DRI. MCID is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for the purposes described in Section 190.012, Florida Statutes, including, but not limited to, the Entry Road set forth in this Agreement. Developer and City agree that the provisions of this Agreement requiring Developer to construct and/or dedicate the Entry Road may be independently satisfied by MCID. To the extent that Developer assigns (by written document executed by Developer and MCID and approved in form by the City) in favor of MCID, and MCID fully assumes from Developer, all Developer's obligations, liabilities and responsibilities under this Agreement, including, though not exclusively, the obligation to construct and/or dedicate the Entry Road, Developer shall have no further obligation to construct and/or dedicate the Entry Road and the City agrees to look solely to MCID for the performance of such obligations.

13. Litigation and Attorneys' Fees. In the event either party to this Agreement should bring or defend any suit to enforce or interpret any provision hereof, the prevailing party shall be entitled to attorneys' fees, experts' fees and costs, in addition to any other relief granted as a result of such litigation.

14. Legal Validity. No statements, representations, warranties, either written or oral from whatsoever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties with the same formalities as this Agreement is executed.

15. Terms. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

16. No Waiver. This Agreement does not, in any way, constitute a waiver of the City's rights to approve and/or regulate development of the Property in accordance with the City Code and any other applicable laws or regulations.

17. Interpretation. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

18. Legal Counsel. All the parties to this Agreement acknowledge that they have had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement and all parties represent and warrant that they have sought such independent legal advice and counsel or have knowingly or voluntarily waived this right.

19. Negotiation. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party. Further, this

Agreement was drafted jointly by all parties and no party is entitled to the benefit of any rule of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

20. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supercedes all previous discussions, understandings and agreements; provided however that it does not supercede City Code.

21. Release. At such time as the terms, obligations and conditions of this Agreement have been met, the parties hereto agree to execute a document in recordable form, stating that said terms, obligations, and conditions have been satisfied.

22. Severability. If any term or provision of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect so long as the purpose and intent of this Agreement may be achieved.

23. Governing Law. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies or disputes arising out of or relating to any part of this Agreement or any breach thereof shall be Orange County, Florida.

24. Due Diligence. All parties to this Agreement covenant that they shall immediately commence all reasonable action necessary to fulfill their obligations hereunder and shall diligently pursue same throughout the existence of this Agreement.

25. Binding Effect. This Agreement, once effective, shall run with title to that portion of the Property containing the Entry Road described herein and shall be binding upon and enforceable by and against the parties hereto and their beneficiaries, heirs, successors and assigns.

26. Enforcement and Remedies. If either party hereto materially fails to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting party shall have the right, at its option, in addition to any of its other rights, privileges or remedies otherwise stated in this Agreement, to (i) bring an action for the recovery of actual damages (not including punitive, consequential or incidental loss or damage) in a court of competent jurisdiction; and/or (ii) bring an action for specific performance in a court of competent jurisdiction. In the event the City asserts that Developer is in material breach of a covenant contained herein, the City shall provide written notice of such event and allow the Developer forty-five (45) days from the receipt of such notice in which to cure such material breach; provided, however, if such material breach is of a nature that it cannot reasonably be cured within such forty-five (45) day period, then the Developer shall be allowed a reasonable period of time to cure such material breach provided that it diligently undertakes and pursues such cure. In the event Developer asserts that the City is in material breach of a covenant contained herein, Developer shall provide written notice of such event and allow the City forty-five (45) days from the receipt of such notice in which to cure such material breach; provided,

however, if such material breach is of a nature that it cannot reasonably be cured within such forty-five (45) day period, then the City shall be allowed a reasonable period of time to cure such material breach provided that it diligently undertakes and pursues such cure.

27. Notice. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered upon receipt before 5:00 p.m. on a business day by hand delivery, facsimile, overnight courier or U.S. Mail, postage prepaid, certified mail, return receipt requested and addressed to a party at the address set forth opposite the party's name below, or at such other address the party may have specified by written notice to the other party delivered in accordance herewith:

As to the City:	Director, Transportation Department City of Orlando Post Office Box 4990 Orlando, Florida 32802-4990 Fax Number: (407) 246-2892
Copy To:	City Attorney City of Orlando Post Office Box 4990 Orlando, Florida 32802-4990 Fax Number: (407) 246-2854
As to Developer:	Lake Nona Central, LLC Attn: James L. Zboril, President 9801 Lake Nona Road Orlando, Florida 32827 Fax Number: (407) 438-0207
And:	Lake Nona Central, LLC Attn: Michelle Rencoret, General Counsel 9801 Lake Nona Road Orlando, Florida 32827 Fax Number: (407) 438-0207

Copy To: Broad and Cassel
Attn: Sara W. Bernard, P.A.
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Fax Number: (407) 650-0901

28. Force Majeure. The parties shall use reasonable diligence to complete the obligations set forth herein but shall not be liable to each other, or their successors or assigns for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract or otherwise for failure, suspension, demolition or other variations of services occasioned by acts of God or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes or failure or breakdown of transmission or other facilities.
parties.

29. Records Retention. Developer shall retain sufficient records of the Entry Road costs for the purpose of auditing for a period of at least five years from the completion of construction. City may audit said records at any time upon written notice to Developer.

30. Effective Date. This Agreement shall become effective upon its execution by all parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name and the City, acting by and through its Mayor and City Council, has caused this instrument to be executed in its name by the Mayor, its seal hereunto affixed and attested by the City Clerk, on the day and year first above written.

ATTEST:

CITY OF ORLANDO

Alana C. Brenner, City Clerk

By: _____
Mayor/Mayor Pro Tem

APPROVED AS TO FORM AND LEGALITY

for the use and reliance of the City of Orlando,
Florida, only.

_____, 2015
Chief Assistant City Attorney
Orlando, Florida

TWO WITNESSES:

“DEVELOPER”

LAKE NONA CENTRAL, LLC,
a Florida limited liability company

Print Name: _____

By: _____
James L. Zboril, President

Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by James L. Zboril, who is personally known to me or who has produced _____, as identification, and acknowledged before me that he executed the foregoing instrument as President of Lake Nona Central, LLC, a Florida limited liability company, as its true act and deed, and that he was duly authorized so to do.

WITNESS MY hand and official seal this _____ day of _____, 2015.

Notary Public – State of Florida at Large

Print Name: _____

My commission expires:

EXHIBIT "A"

PROPERTY

DESCRIPTION:

That part of Sections 13 and 14, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of Tract C, according to the plat of LAKE NONA BOULEVARD, as recorded in Plat Book 63, Pages 138 through 143, of the Public Records of Orange County, Florida; said Southwest corner being on a curve concave Southerly having a radius of 1120.00 feet and a chord bearing of S84°17'35"W; thence run the following courses and distances along the Northerly right-of-way line of Lake Nona Boulevard of said plat of LAKE NONA BOULEVARD: Westerly along the arc of said curve through a central angle of 44°35'49" for a distance of 871.77 feet to the point of tangency; S61°59'40"W, 244.46 feet to the point of curvature of a curve concave Northerly having a radius of 580.00 feet and a chord bearing of S75°59'40"W; thence Westerly along the arc of said curve through a central angle of 28°00'00" for a distance of 283.44 feet to the point of tangency; S89°59'40"W, 496.87 feet to the point of curvature of a curve concave Southeasterly having a radius of 870.00 feet and a chord bearing of S62°17'55"W; thence Southwesterly along the arc of said curve through a central angle of 55°23'30" for a distance of 841.09 feet to a non-tangent line; thence departing said Northerly right-of-way line run N49°05'56"W, 1676.11 feet to the POINT OF BEGINNING; thence S66°31'02"W, 131.81 feet; thence S80°02'11"W, 51.31 feet to a point on a non-tangent curve concave Southeasterly having a radius of 514.00 feet and a chord bearing of S59°40'30"W; thence Southwesterly along the arc of said curve through a central angle of 14°12'34" for a distance of 127.47 feet to a non-tangent line; thence S48°49'54"W, 85.27 feet to the point of curvature of a curve concave Southeasterly having a radius of 50.00 feet and a chord bearing of S31°27'06"W; thence Southwesterly along the arc of said curve through a central angle of 34°45'36" for a distance of 30.33 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 100.00 feet and a chord bearing of S24°51'39"W; thence Southwesterly along the arc of said curve through a central angle of 21°34'42" for a distance of 37.66 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 502.00 feet and a chord bearing of S23°16'19"W; thence Southwesterly along the arc of said curve through a central angle of 24°45'23" for a distance of 216.91 feet to the point of cusp of a curve concave Southwesterly having a radius of 40.00 feet and a chord bearing of N39°33'11"W; thence Northwesterly along the arc of said curve through a central angle of 100°53'37" for a distance of 70.44 feet to the point of tangency; thence N90°00'00"W, 972.56 feet to a line that is 100.00 feet East of and parallel with the East line of a 135.00 foot wide City of Orlando Power Line Easement, as recorded in Official Records Book 1838, Page 953, and Official Records Book 2008, Page 343, of the Public Records of Orange County, Florida; thence N00°01'46"W along said parallel line, 1589.00 feet; thence departing said parallel line run N63°12'54"E, 22.66 feet; thence N21°38'39"W, 35.32 feet; thence N44°30'34"E, 70.21 feet; thence N40°17'43"E, 111.89 feet; thence N12°17'41"E, 52.72 feet; thence N57°12'03"E, 59.86 feet; thence N73°11'07"E, 74.54 feet; thence S86°21'07"E, 74.68 feet; thence S47°16'17"E, 49.23 feet; thence N89°33'57"E, 132.77 feet; thence S77°39'10"E, 103.42 feet; thence S60°49'24"E, 109.51 feet; thence N87°43'48"E, 157.73 feet; thence S65°58'02"E, 113.96 feet; thence N83°49'44"E, 130.40 feet; thence N27°46'45"E, 110.64 feet; thence N62°48'49"E, 56.85 feet; thence S84°45'32"E, 41.84 feet; thence S61°14'42"E, 67.43 feet; thence S88°08'12"E, 87.78 feet; thence S43°23'14"E, 50.67 feet; thence S55°01'26"E, 41.81 feet; thence S38°02'13"E, 40.79 feet; thence S42°32'47"E, 24.29 feet; thence N47°27'13"E, 64.17 feet; thence N68°10'59"E, 95.80

feet; thence N76°00'36"E, 79.46 feet to a point on a non-tangent curve concave Northeasterly having a radius of 200.00 feet and a chord bearing of S66°27'47"E; thence Southeasterly along the arc of said curve through a central angle of 34°29'45" for a distance of 120.41 feet to a non-tangent line; thence S24°33'30"E, 78.96 feet; thence N71°27'27"E, 47.70 feet; thence S01°14'12"E, 456.12 feet; thence S66°31'02"W, 229.23 feet; thence S00°00'00"E, 187.13 feet; thence N90°00'00"W, 219.69 feet; thence S00°00'00"E, 576.46 feet to the POINT OF BEGINNING.

EXHIBIT “B”

ENTRY ROAD

[See Attached Sketch of Description CS#15-118(A) – 4 pages]

SKETCH OF DESCRIPTION

- SEE SHEET 1 FOR COURSES AND DISTANCES FROM POINT OF COMMENCEMENT TO POINT OF BEGINNING.
- SEE SHEET 2 FOR PARCEL DIMENSIONS.
- SEE SHEET 3 FOR NOTES, LEGEND, LINE AND CURVE TABLES.
- SEE SHEET 4 LEGAL DESCRIPTION.

LAKE NONA



This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described herein.

USTA SITE

NOT PLATTED

POINT OF BEGINNING

USTA BOULEVARD
(SEE SHEET 2)

SECTION 14-24-30
SECTION 13-24-30

NOT PLATTED

SECTION 14-24-30
SECTION 23-24-30

SECTION 13-24-30
SECTION 24-24-30

800' 0 800'
Scale: 1" = 800'

$R=870.00'$
 $\Delta=16^{\circ}49'04''$
 $L=255.37'$
 $CB=S81^{\circ}35'08''W$

NLY R/W LINE
(BEARING BASIS)
 $496.87'$
 $S89^{\circ}59'40''W$ PT

PC $S89^{\circ}59'40''W$ PT

$R=580.00'$
 $\Delta=28^{\circ}00'00''$
 $L=283.44'$
 $CB=S75^{\circ}59'40''W$

LAKE NONA BOULEVARD
(PB 63, PGS 138-143)
(R/W WIDTH VARIES)

TRACT C
(LIFTSTATION)
(PB 63, PGS 138-143)

$R=1120.00'$
 $\Delta=44^{\circ}33'49''$
 $L=871.77'$
 $CB=S84^{\circ}17'35''W$

PT $S61^{\circ}59'40''W$
244.46'

TRACT D
(LANDSCAPE AREA)
(PB 63, PGS 138-143)

POINT OF COMMENCEMENT

SOUTHWEST CORNER
OF TRACT C
(LIFTSTATION)
(PB 63, PGS 138-143)

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA CENTRAL - USTA BOULEVARD

DATE BY DESCRIPTION

REVISIONS



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grossman February 23, 2015
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: PH
DATE: 2/2015

CHECKED BY: SG
DATE: 2/2015

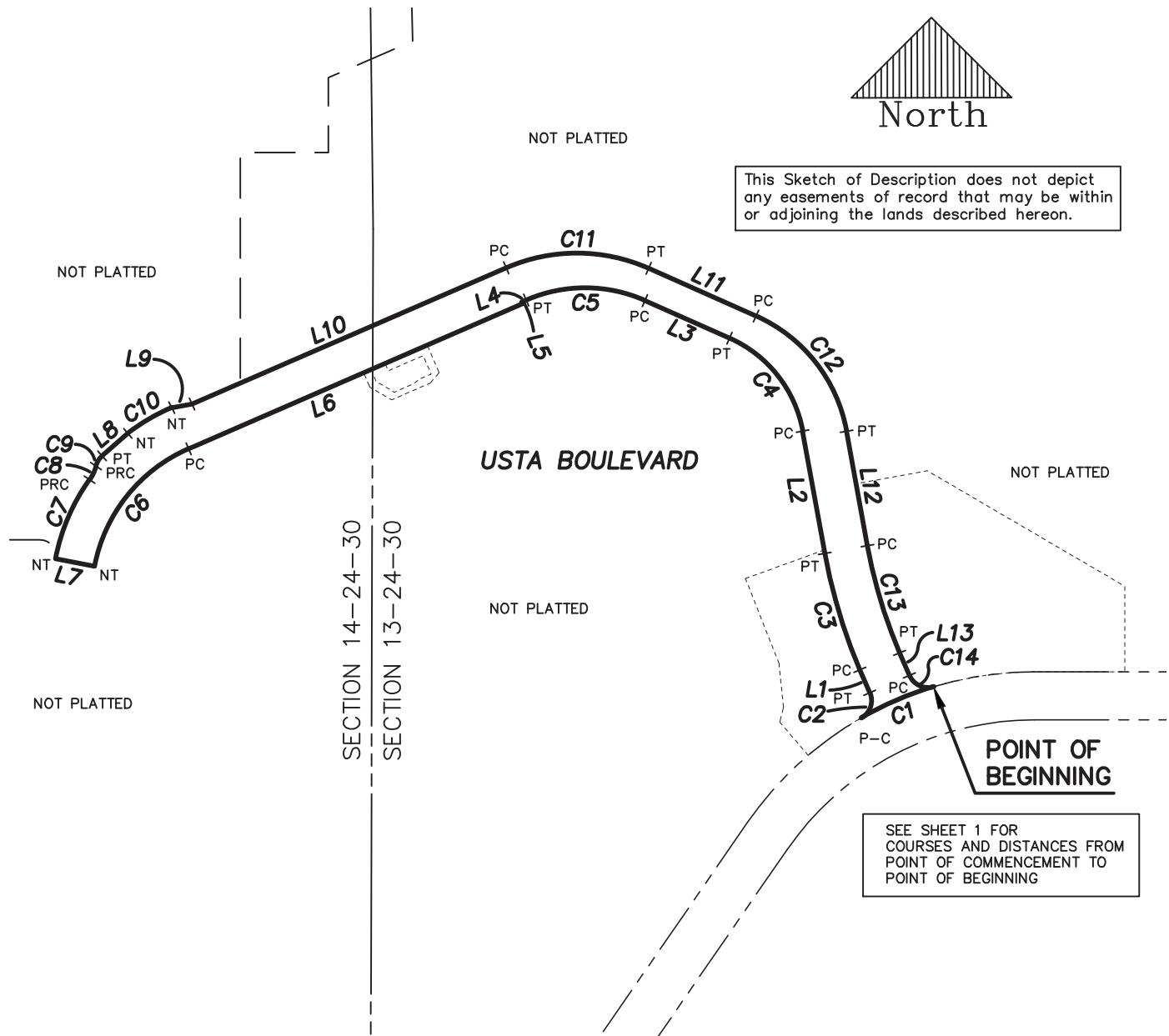
JOB NO.
14022.017

SCALE
1"=800'

SHEET 1
OF 4

SKETCH OF DESCRIPTION

- SEE SHEET 1 FOR COURSES AND DISTANCES FROM POINT OF COMMENCEMENT TO POINT OF BEGINNING.
- SEE SHEET 2 FOR PARCEL DIMENSIONS.
- SEE SHEET 3 FOR NOTES, LEGEND, LINE AND CURVE TABLES.
- SEE SHEET 4 LEGAL DESCRIPTION.



PREPARED FOR:

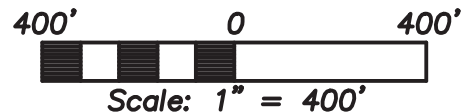
LAKE NONA LAND COMPANY, LLC

LAKE NONA CENTRAL - USTA BOULEVARD



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>14022.017</u>	SCALE <u>1"=400'</u>	SHEET <u>2</u>
DATE: <u>2/2015</u>	DATE: <u>2/2015</u>			OF <u>4</u>



SKETCH OF DESCRIPTION

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	870.00'	12°58'54"	197.12'	196.70'	S66°41'09"W
C2	50.00'	83°23'02"	72.77'	66.51'	N18°30'12"E
C3	1356.00'	12°52'44"	304.80'	304.16'	N16°44'58"W
C4	316.00'	55°41'24"	307.14'	295.20'	N38°09'18"W
C5	368.25'	47°28'59"	305.18'	296.52'	N89°44'29"W
C6	403.00'	55°37'25"	391.24'	376.05'	S38°42'19"W
C7	502.00'	24°45'23"	216.91'	215.22'	N23°16'19"E
C8	100.00'	21°34'42"	37.66'	37.44'	N24°51'39"E
C9	50.00'	34°45'36"	30.33'	29.87'	N31°27'06"E
C10	514.00'	14°12'34"	127.47'	127.15'	N59°40'30"E
C11	441.75'	47°28'59"	366.09'	355.71'	S89°44'29"E
C12	391.75'	55°41'24"	380.77'	365.96'	S38°09'18"E
C13	1248.00'	12°52'44"	280.52'	279.93'	S16°44'58"E
C14	50.00'	83°38'04"	72.98'	66.68'	S65°00'22"E

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N23°11'19"W	61.87'
L2	N10°18'36"W	310.43'
L3	N66°00'00"W	231.42'
L4	S66°31'02"W	12.37'
L5	S23°28'58"E	5.00'
L6	S66°31'02"W	909.07'
L7	N79°06'23"W	99.00'
L8	N48°49'54"E	85.27'
L9	N80°02'11"E	51.31'
L10	N66°31'02"E	855.83'
L11	S66°00'00"E	293.42'
L12	S10°18'36"E	290.54'
L13	S23°11'19"E	61.41'

NOTES:

- THIS IS NOT A SURVEY.
- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- BEARINGS BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF LAKE NONA BOULEVARD (PLAT BOOK 63, PAGES 138-143) AS BEING S89°59'40"W RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, AS ESTABLISHED FROM NATIONAL GEODETIC SURVEY CONTROL POINTS "LANCE" (PID AJ2445), NORTING 1477081.39, EASTING 575759.46, AND "GIS 0242 BURT" (PID AK7296), NORTING 1467711.44, EASTING 582877.80.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
- NO TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY OR THOSE OF ADJOINING LAND OWNERS HAVE BEEN PROVIDED. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THIS SKETCH OF DESCRIPTION DOES NOT DEPICT ANY EASEMENTS OF RECORD THAT MAY BE WITHIN OR ADJOINING THE LANDS DESCRIBED HEREON.
- SEE SHEET 1 FOR COURSES AND DISTANCES FROM POINT OF COMMENCEMENT TO POINT OF BEGINNING.
- SEE SHEET 2 FOR PARCEL DIMENSIONS.
- SEE SHEET 3 FOR NOTES, LEGEND, LINE AND CURVE TABLES.
- SEE SHEET 4 LEGAL DESCRIPTION.

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA CENTRAL - USTA BOULEVARD



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LEGEND	
SECTION 14-24-30	SECTION, TOWNSHIP, RANGE
NLY	NORTHERLY
R/W	RIGHT-OF-WAY
PB	PLAT BOOK
PGS	PAGES
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVATURE
P-C	POINT OF CUSP
NT	NON-TANGENT
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
C=	CHORD
L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)
SEC 14-24-30	SECTION, TOWNSHIP, RANGE

DRAWN BY: PH
DATE: 2/2015

CHECKED BY: SG
DATE: 2/2015

JOB NO.
14022.017

SCALE
N/A

SHEET 3
OF 4

SKETCH OF DESCRIPTION

DESCRIPTION:

That part of Sections 13 and 14, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of Tract C, according to the plat of LAKE NONA BOULEVARD, as recorded in Plat Book 63, Pages 138 through 143, of the Public Records of Orange County, Florida; said Southwest corner being on a curve concave Southerly having a radius of 1120.00 feet and a chord bearing of S84°17'35"W; thence run the following courses and distances along the Northerly right-of-way line of Lake Nona Boulevard of said plat of LAKE NONA BOULEVARD: Westerly along the arc of said curve through a central angle of 44°35'49" for a distance of 871.77 feet to the point of tangency; S61°59'40"W, 244.46 feet to the point of curvature of a curve concave Northerly having a radius of 580.00 feet and a chord bearing of S75°59'40"W; thence Westerly along the arc of said curve through a central angle of 28°00'00" for a distance of 283.44 feet to the point of tangency; S89°59'40"W, 496.87 feet to the point of curvature of a curve concave Southeasterly having a radius of 870.00 feet and a chord bearing of S81°35'08"W; thence Westerly along the arc of said curve through a central angle of 16°49'04" for a distance of 255.37 feet to the POINT OF BEGINNING; thence continue Southwesterly along the arc of said curve concave Southeasterly having a radius of 870.00 feet and a chord bearing of S66°41'09"W through a central angle of 12°58'54" for a distance of 197.12 feet to the point of cusp of a curve concave Westerly having a radius of 50.00 feet and a chord bearing of N18°30'12"E; thence departing said Northerly right-of-way line run Northerly along the arc of said curve through a central angle of 83°23'02" for a distance of 72.77 feet to the point of tangency; thence N23°11'19"W, 61.87 feet to the point of curvature of a curve concave Easterly having a radius of 1356.00 feet and a chord bearing of N16°44'58"W; thence Northerly along the arc of said curve through a central angle of 12°52'44" for a distance of 304.80 feet to the point of tangency; thence N10°18'36"W, 310.43 feet to the point of curvature of a curve concave Southwesterly having a radius of 316.00 feet and a chord bearing of N38°09'18"W; thence Northwesterly along the arc of said curve through a central angle of 55°41'24" for a distance of 307.14 feet to the point of tangency; thence N66°00'00"W, 231.42 feet to the point of curvature of a curve concave Southerly having a radius of 368.25 feet and a chord bearing of N89°44'29"W; thence Westerly along the arc of said curve through a central angle of 47°28'59" for a distance of 305.18 feet to the point of tangency; thence S66°31'02"W, 12.37 feet; thence S23°28'58"E, 5.00 feet; thence S66°31'02"W, 909.07 feet to the point of curvature of a curve concave Southeasterly having a radius of 403.00 feet and a chord bearing of S38°42'19"W; thence Southwesterly along the arc of said curve through a central angle of 55°37'25" for a distance of 391.24 feet to a non-tangent line; thence N79°06'23"W, 99.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 502.00 feet and a chord bearing of N23°16'19"E; thence Northeasterly along the arc of said curve through a central angle of 24°45'23" for a distance of 216.91 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 100.00 feet and a chord bearing of N24°51'39"E; thence Northeasterly along the arc of said curve through a central angle of 21°34'42" for a distance of 37.66 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 50.00 feet and a chord bearing of N31°27'06"E; thence Northeasterly along the arc of said curve through a central angle of 34°45'36" for a distance of 30.33 feet to the point of tangency; thence N48°49'54"E, 85.27 feet to a point on a non-tangent curve concave Southeasterly having a radius of 514.00 feet and a chord bearing of N59°40'30"E; thence Northeasterly along the arc of said curve through a central angle of 14°12'34" for a distance of 127.47 feet to a non-tangent line; thence N80°02'11"E, 51.31 feet; thence N66°31'02"E, 855.83 feet to the point of curvature of a curve concave Southerly having a radius of 441.75 feet and a chord bearing of S89°44'29"E; thence Easterly along the arc of said curve through a central angle of 47°28'59" for a distance of 366.09 feet to the point of tangency; thence S66°00'00"E, 293.42 feet to the point of curvature of a curve concave Southwesterly having a radius of 391.75 feet and a chord bearing of S38°09'18"E; thence Southeasterly along the arc of said curve through a central angle of 55°41'24" for a distance of 380.77 feet to the point of tangency; thence S10°18'36"E, 290.54 feet to the point of curvature of a curve concave Easterly having a radius of 1248.00 feet and a chord bearing of S16°44'58"E; thence Southerly along the arc of said curve through a central angle of 12°52'44" for a distance of 280.52 feet to the point of tangency; thence S23°11'19"E, 61.41 feet to the point of curvature of a curve concave Northeasterly having a radius of 50.00 feet and a chord bearing of S65°00'22"E; thence Southeasterly along the arc of said curve through a central angle of 83°38'04" for a distance of 72.98 feet to the POINT OF BEGINNING.

Containing 6.782 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

- SEE SHEET 1 FOR COURSES AND DISTANCES FROM POINT OF COMMENCEMENT TO POINT OF BEGINNING.
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DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>14022.017</u>	SCALE <u>N/A</u>	SHEET <u>4</u>
DATE: <u>2/2015</u>	DATE: <u>2/2015</u>			OF <u>4</u>