

**This instrument prepared by,
and to be returned to:**

Roy K. Payne, Esq.
Chief Assistant City Attorney
Orlando City Hall
400 S. Orange Avenue
Orlando, FL 32802
407.246.3483
Roy.Payne@CityofOrlando.Net

FACILITIES EASEMENT AGREEMENT

THIS FACILITIES EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the ____ day of _____, 2016, by and between **CRP-GREP ELAN AUDUBON OWNER, L.L.C.**, a Delaware limited liability company, whose address is 18 Broad Street, Suite 300, Charleston, South Carolina 29401 (“**Owner**”), and the **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 S. Orange Ave., Orlando, FL, 32801, (the “**City**”).

W I T N E S S E T H:

WHEREAS, the City is the owner of that certain right of way located in Orange County, Florida and known and hereinafter referred to as “**Warehouse Road**” (all such capitalized terms being defined below); and

WHEREAS, Owner owns certain real property located at 990 Warehouse Road and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (“**Owner Property**”), on which Owner has constructed the Elan Audubon Apartments (the “**Development**”); and

WHEREAS, DRA CRT Orlando Central Center LLC, a Delaware limited liability company (“**DRA**”) owns certain real property more particularly described in **Exhibit “B”** attached hereto and incorporated herein by this reference (“**DRA Property**”); and

WHEREAS, in connection with the construction of the Development and City requested improvements to Warehouse Road and Cady Way Trail, stormwater previously ponding in the middle of Warehouse Road is ponding on a portion of the DRA Property depicted in **Exhibit “C”** attached hereto and incorporated herein by this reference; and

WHEREAS, because there is no stormwater conveyance system in Warehouse Road or the DRA Property, Owner has agreed to install certain underground stormwater facilities commonly referred to as a “bubble up system” and exfiltration trench (collectively, the “**Facilities**”) within the area cross-hatched within the right-of-way of Warehouse Road as depicted in **Exhibit “D”** attached hereto and incorporated herein by this reference (the “**Easement Property**”) for the limited purpose of transmitting the stormwater ponding on a portion of the DRA Property depicted on **Exhibit “C”** to Warehouse Road by facilitating the sheet flow of stormwater from a 0.86 acre portion of the DRA Property across and onto Warehouse Road; and

WHEREAS, the City has agreed to grant to Owner an easement to allow Owner to install the Facilities within the Easement Property in the right-of-way of Warehouse Road on the terms and conditions set forth herein.

NOW, THEREFORE, for an in consideration of the premises hereof, of the sum of Ten and no/100ths Dollars (\$10.00) paid by Owner to the City, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Owner and the City hereby agree as follows:

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

2. **Easement Property.** The City hereby grants and conveys to Owner a perpetual, non-exclusive easement in, under, through and across the Easement Property for purposes of installing the Facilities, and all activities incidental and related thereto. This Easement is strictly limited to the extent reasonably necessary to install, construct, use, operate, repair, and maintain the Facilities as permitted by the City, and may not be expanded to include any other utilities or improvements except as may be permitted by the City by amendment of this Agreement.

3. **Construction of the Facilities.** Owner is solely responsible for the design, permitting and construction of the Facilities.

(a) **Review of Construction Plans.** Owner shall coordinate the design of the Facilities with City staff designated by the City's Public Works Director. The City's review herein is in addition to the City's regulatory authority with respect to permitting the construction plans for the Facilities. The City and Owner agree that the Facilities will be designed to accept stormwater flow in an amount necessary to mitigate current ponding on the portion of the DRA Property depicted on Exhibit "C" (the "Facilities Purpose"). The City hereby acknowledges that the Owner has submitted and the City has approved the Owner's plans for construction of the Facilities, as evidenced by Permit No. _____.

(b) **Insurance During Design, Installation and Construction of Facilities.** Owner shall require that the construction contractor (the "Contractor"), at all times during construction of the Facilities, possesses: 1) worker's compensation insurance in the amount of the Florida Statutory Limit; 2) automobile liability insurance of at least \$1,000,000; and 3) general liability insurance in the amount of at least \$3,000,000. All liability insurance shall be maintained throughout the course of the construction and for a period of time thereafter as required by the City in order to protect the City from any liability, claims, damages, losses or expenses arising from or out of in any way connected with the construction. Upon written request by the City, the Owner shall provide copies of such policies to the City. The City shall be listed as an additional insured on the automobile and general liability policies. Each of the above liability policies shall contain a contractual liability endorsement in favor of the City. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by City of Orlando. Owner shall require the Contractor to provide to the City proof of such insurance coverages, as described above, ten (10) days prior to commencement of construction.

(c) **Payment & Performance Bonds.** Owner has obtained a performance and payment bond in a form acceptable to the City in the penal amount of \$59,313.65, and shall

maintain such bond during construction of the Facilities. Owner shall act diligently to prevent construction liens from being filed on the property necessary for construction or operation of the Facilities. If a lien is filed, Owner shall take the requisite action to have the lien removed.

(d) **Warranty/Maintenance Bond.** Prior to certification as described in subparagraph (f) below, Owner shall obtain from the Contractor a one-year warranty on the materials and work performed with regard to the Facilities. 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 Facilities are completed and certified as described in subparagraph (f) below, unless otherwise agreed by the parties.

(e) **Non-Conforming Work.** In the event work is discovered, whether by the City or Owner, its consultants or contractors, which is defective or otherwise substantially non-conforming to the requirements of the construction plans which have been permitted by the City, the City or Owner shall promptly notify the other party of such defect or non-compliance. Owner shall immediately cause such work to be removed and replaced with substantially conforming work or otherwise remedy the non-conforming work to the satisfaction of the City. The City has final authority over the determination that work related to the Facilities is non-conforming or defective and that said non-conforming or defective work has been remedied, which determination shall be made in accordance with the City permitted construction plans. Any costs associated with correcting such deficient work shall be borne by Owner. Notwithstanding anything to the contrary contained herein, upon the City's final inspection and Certification (as described in subparagraph (f) below) of the Facilities, Owner's obligations under this subparagraph (e) shall immediately terminate.

(f) **Certification.** Upon completion of the Facilities, Owner shall cause the Contractor to submit a final completion certification 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. City will notify Owner if any additional information is required. City shall review and reasonably approve the Certification prior to utilization of the Facilities.

(g) **Independent Contractors.** Owner, 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.

(h) **Conveyance and Acceptance of Facilities.** Upon completion of the Facilities, as evidenced by a certificate of completion, "COC," issued by the City after inspection of the completed Facilities, the City shall accept ownership of the Facilities. Upon said acceptance, the Owner shall be released from any and all obligations or liability related to the Facilities or the Facilities Purpose, except for those obligations specifically set forth in this Agreement.

(i) **Redevelopment of Adjacent Property.** In the event any party submits any plans for the redevelopment or improvement of any property adjacent to the Owner

Property, including but not limited to the DRA Property or Warehouse Road, the City agrees that it shall require any such redevelopment or improvement to provide on-site stormwater capacity sufficient for any such redevelopment or improvement, and shall in no event approve any plans that result in an increase of stormwater flow into the Facilities.

4. **Insurance.** For a period of five (5) years after the issuance of the COC, Owner shall maintain: 1) worker's compensation insurance in the amount of the Florida Statutory Limit; 2) automobile liability insurance of at least \$1,000,000; and 3) general liability insurance in the amount of at least \$3,000,000 to protect the City from any liability arising from Owner's maintenance and/or repair activities under this Agreement or within the Easement Property. The City shall be listed as an additional insured on the above-referenced liability policies. Each of the above liability policies shall contain a contractual liability endorsement in favor of the City. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by City of Orlando. This provision shall survive termination of this Agreement to the extent necessary to protect the City from liability arising during the term of this Agreement. Nothing in this Agreement operates as a waiver of the City's grant of sovereign immunity or the limits of liability established under Florida law.

5. Intentionally Deleted.

6. **Maintenance.** Owner is responsible for maintenance of the Facilities for five (5) years after the issuance of the COC, after which the City shall be solely responsible for repair, maintenance, and replacement of the Facilities. The Owner's responsibility hereunder shall be limited to maintenance of the Facilities as approved by the City and installed by the Owner hereunder, which obligation shall include repairs to the extent made necessary by Owner's failure to maintain the Facilities but shall not include repair of any damage or modifications to the Facilities made by any party. City will provide notice to Owner if Owner fails to maintain the Facilities or if repairs made necessary by Owner's failure to maintain the Facilities are necessary and Owner will promptly and diligently conduct such work within the period of time designated in said notice or within forty-eight (48) hours after written notice from the City in the case of an emergency situation. In the event Owner fails to do so with the designated timeframes, then the City shall have the right, but not the obligation, to perform said repair and Owner shall then reimburse the City for the City's reasonable expenses in connection therewith, no less than sixty (60) days after written request by the City, failing which the full amount shall bear interest at eight percent (8%) per annum.

7. **Termination.** This Agreement shall automatically terminate upon the earlier of (i) by written mutual consent of the parties hereto, (ii) in the event the City abandons the Facilities, (iii) in the event the City or any other party constructs any improvements to adjacent properties, including but not limited to the DRA Property or Warehouse Road, such that the Facilities are no longer necessary for the Facilities Purpose, (iv) if any party constructs any improvements to adjacent properties, including but not limited to the DRA Property or Warehouse Road, resulting in an increase in the flow of stormwater into the Facilities, (v) if DRA or any other party fully assumes the Owner's maintenance obligations, in writing, or (vi) five (5) years after issuance of the COC. In any such event, Owner's obligations hereunder shall automatically terminate, and either party may record a termination of this Agreement in the Public Records of Orange County, Florida.

8. **Defaults.** Failure by either party to comply with or perform any of the terms, conditions, covenants, agreements or obligations contained in this Agreement to be performed by

each of them respectively, shall constitute a default under this Agreement, and (i) if such default is not cured or remedied within sixty (60) days after the non-defaulting party provides written notice to the defaulting party specifying with particularity the nature of such default, or (ii) if such default cannot be reasonably cured or remedied within such sixty (60) day period, the defaulting party fails to commence to cure or remedy the default within such sixty (60) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the non-defaulting party, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Agreement, at law and in equity. Notwithstanding the foregoing to the contrary, in no event will either party be liable for, or either party be entitled to recover from the other, any consequential, indirect, incidental, special, speculative, punitive or exemplary damages, including but not limited to lost profits, and any claim or right to seek or recover any such damages is hereby waived.

9. **Litigation and Attorneys' Fees.** In the event either party to this Agreement should bring suit to enforce or interpret any provision hereof, the prevailing party shall be entitled to payment of its attorneys' and paralegals' fees, experts' fees and costs, in addition to any other relief granted as a result of such litigation, whether incurred at trial or on appeal.

10. **Binding Effect.** The terms and conditions of this Agreement shall run with title to the Owner Property and the Easement Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. **No Waiver of Regulatory Authority.** Owner acknowledges that the City is the entity responsible for issuing building permits and certain other types of permits which will be required in connection with activities on the Easement Property and other property owned by Owner, and further acknowledges that nothing in this Agreement constitutes or is intended to operate as a waiver of such regulatory authority or the application of any applicable laws, rules or regulations. Furthermore, nothing herein operates to vest any particular manner or means of development of the Owner Property.

12. **Notices.** Any notices required or permitted under this Agreement, and copies thereof, shall be addressed to Owner and the City at the following addresses, or at such other addresses designated in writing by the party to receive notice:

City: City of Orlando
Public Works Director
400 S. Orange Avenue
Orlando, FL 32801

With a copy to: City of Orlando
City Attorney's Office – 3rd Floor
400 S. Orange Avenue
Orlando, FL 32801

Owner: CRP-GREP Elan Audubon Owner, L.L.C.
Attn: Lewis Stoneburner, Jr.
Development – Director, Southeast Development
18 Broad Street, Suite 300
Charleston, South Carolina 29401

With a copy to: Shutts & Bowen LLP
Attn: Juli S. James, Esq.
300 S. Orange Avenue, Suite 1000
Orlando, Florida 32801

Notices shall be either: (i) personally delivered (including delivery by Federal Express or other overnight courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail.

13. **Amendment.** This Agreement may not be terminated, modified or amended except by an instrument in writing signed by each of the parties.

14. **Taxes/Fees.** Owner shall be responsible for the payment of all taxes or fees which may be assessed or levied against the Facilities or any equipment or other personal property located therein, and all taxes or fees associated with Owner's use of the Easement Property. Upon conveyance of the Facilities to the City, the Owner shall no longer be responsible for any such taxes or fees.

15. **No Admission of Liability.** The City and Owner hereby agree and acknowledge that the City and Owner entering into this Agreement and fulfilling the obligations set forth herein shall in no event be considered an admission of liability or responsibility for any stormwater drainage issues related to the Owner Property or any adjacent property owned by any other party, including but not limited to the DRA Property, and that City and Owner hereby specifically disclaim any such inference of liability or legal responsibility for remedying such matters.

16. **Effective Date.** This Agreement shall become effective on the date of full and complete execution by all parties hereto.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Owner and the City have executed this Facilities Easement Agreement in manner and form sufficient to bind them as of the day and year first written above.

“OWNER”

Signed, sealed, and delivered
in the presence of:

CRP-GREP ELAN AUDUBON OWNER,
L.L.C., a Delaware limited liability company

By: CRP-GREP ELAN AUDUBON, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: GS AUDUBON HOLDINGS, L.L.C.,
a Delaware limited liability company,
its Authorized Member

By: _____

Print Name: _____

Name: _____

Title: _____

Print Name: _____

Date: _____, 20____

STATE OF _____

COUNTY OF _____

This instrument was sworn to and subscribed before me this _____ day of _____, 20____, by _____ as _____ of GS AUDUBON HOLDINGS, L.L.C., a Delaware limited liability company, the Authorized Member of CRP-GREP ELAN AUDUBON, L.L.C., a Delaware limited liability company, the Sole Member of CRP-GREP ELAN AUDUBON OWNER, L.L.C., a Delaware limited liability company, on behalf of said company. S/He _____ is personally known to me OR _____ has produced _____ as identification.

Notary Public

Print Name

My Commission Expires: _____

CITY OF ORLANDO

ATTEST:

Amy Iennaco, Interim City Clerk

By: _____
Mayor / Pro Tem

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida only.

_____, 2016
Chief Assistant City Attorney

**STATE OF FLORIDA
COUNTY OF ORANGE**

PERSONALLY APPEARED before me, the undersigned authority,
_____ and, Amy Iennaco, well known to me and known by me to be
Mayor / Pro Tem and Interim City Clerk, respectively, of the City of Orlando, Florida, and
acknowledged before me that they executed the foregoing instrument on behalf of the City of
Orlando as its true act and deed, and that they were duly authorized so to do.

WITNESS my hand and official seal this _____ day of _____, 2016.

Notary Public
Print Name: _____
My Commission expires:

Exhibit "A"
Owner Property

PARCEL 1 (FEE SIMPLE ESTATE)
SOUTHEAST PARCEL (NAVY)

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN NORTH 00 DEGREES 03 MINUTES 18 SECONDS WEST ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 475.84 FEET; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1000.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 336.25 FEET; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 189.00 FEET; THENCE RUN SOUTH 89 DEGREES 50 MINUTES 30 SECONDS EAST, 361.85 FEET TO A POINT ON THE WEST LINE OF THE ORLANDO AREA EXECUTIVE CENTER UNIT ONE AS RECORDED IN PLAT BOOK 1, PAGES 29 AND 30, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00 DEGREES 27 MINUTES 26 SECONDS EAST ALONG SAID WEST LINE, 534.20 FEET; THENCE RUN SOUTH 89 DEGREES 17 MINUTES 00 SECONDS WEST, 756.56 FEET; THENCE RUN NORTH 00 DEGREES 27 MINUTES 26 SECONDS WEST, 90.12 FEET; THENCE RUN NORTH 89 DEGREES 32 SECONDS 32 MINUTES EAST, 60.00 FEET; THENCE RUN NORTH 00 DEGREES 27 MINUTES 26 SECONDS WEST, 643.07 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ROADS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT OF "THE FAIRVIEW HOME CO. LAKEWOOD ESTATES", AS RECORDED IN PLAT BOOK "E", PAGE(S) 13, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE PLAT OF "A REPLAT OF THE SW 1/4 OF LAKEWOOD", AS RECORDED IN PLAT BOOK "G", PAGE(S) 101, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE CITY OF ORLANDO, ORANGE COUNTY, FLORIDA.

PARCEL 2 (FEE SIMPLE ESTATE)
WAREHOUSE ROAD

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN NORTH 00 DEGREES 03 MINUTES 18 SECONDS WEST ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 475.84 FEET; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 1000.72 FEET; THENCE RUN SOUTH 00 DEGREES 27 MINUTES 26 SECONDS EAST, 732.92 FEET; THENCE RUN NORTH 89 DEGREES 17 MINUTES 00 SECONDS EAST, 636.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 17 MINUTES 00 SECONDS EAST, 60.00 FEET TO THE WEST BOUNDARY OF ORLANDO AREA EXECUTIVE CENTER, UNIT ONE, AS RECORDED IN PLAT BOOK 1, PAGES 29 AND 30, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00 DEGREES 27 MINUTES 26 SECONDS EAST, ALONG SAID WEST

BOUNDARY, 59.52 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN SOUTH 89 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG SAID NORTH LINE, 60.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00 DEGREES 27 MINUTES 26 SECONDS WEST, 59.60 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ROADS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT OF "THE FAIRVIEW HOME CO. LAKEWOOD ESTATES", AS RECORDED IN PLAT BOOK "E", PAGE(S) 13, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE PLAT OF "A REPLAT OF THE SW 1/4 OF LAKEWOOD", AS RECORDED IN PLAT BOOK "G", PAGE(S) 101, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE CITY OF ORLANDO, ORANGE COUNTY, FLORIDA.

PARCEL 3 (FEE SIMPLE ESTATE)
NORTHEAST PARCEL

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN NORTH 00 DEGREES 03 MINUTES 18 SECONDS WEST ALONG THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, 475.84 FEET; THENCE CONTINUE NORTH 00 DEGREES 03 MINUTES 18 SECONDS WEST, ALONG SAID WEST BOUNDARY, 188.60 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE RUN NORTH 89 DEGREES 09 MINUTES 37 SECONDS EAST, 661.98 FEET; THENCE RUN NORTH 00 DEGREES 50 MINUTES 15 SECONDS WEST, 275.21 FEET; THENCE RUN NORTH 89 DEGREES 34 MINUTES 11 SECONDS EAST, 339.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 34 MINUTES 11 SECONDS EAST, 696.56 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF THE ORLANDO AREA EXECUTIVE CENTER UNIT ONE, AS RECORDED IN PLAT BOOK 1, PAGES 29 AND 30, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00 DEGREES 27 MINUTES 26 SECONDS EAST ALONG SAID NORTHERLY EXTENSION AND ALONG WEST LINE, 671.28 FEET; THENCE RUN NORTH 89 DEGREES 50 MINUTES 30 SECONDS WEST, LEAVING SAID WEST LINE, 361.85 FEET; THENCE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 189.00 FEET; THENCE RUN SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 336.25 FEET; THENCE RUN NORTH 00 DEGREES 27 MINUTES 26 SECONDS WEST, 476.04 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ROADS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT OF "THE FAIRVIEW HOME CO. LAKEWOOD ESTATES", AS RECORDED IN PLAT BOOK "E", PAGE(S) 13, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THE PLAT OF "A REPLAT OF THE SW 1/4 OF LAKEWOOD", AS RECORDED IN PLAT BOOK "G", PAGE(S) 101, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN THE CITY OF ORLANDO, ORANGE COUNTY, FLORIDA.

Exhibit "B"
DRA Property

Parcel 2: (Independence Building)

Lot 1 and a portion of Lots 2 and 4, Block "B", Orlando Area Executive Center, Unit One, according to the Plat thereof, as recorded in Plat Book 1, Pages 29 and 30, of the Public Records of Orange County, Florida, said portions of Lots 2 and 4 being more particularly described as follows:

Commence at the Northeast corner of said Lot 4, for the Point of Beginning; thence run South 34°34'13" East, along the Westerly right-of-way line of Executive Center Drive, 25.33 feet to a point lying on the North line of the property described in that certain mortgage recorded in Official Record Book 4240, Page 4113 of said Public Records; thence run South 75°33'15" West, along said North line of the property described in said mortgage, 414.40 feet to a point lying on the West line of aforesaid Block "B", said point also lying on the Easterly right-of-way line of Woodcock Road and on a non-tangent curve concave Westerly; thence run Northwesterly along said Easterly right-of-way line and said non-tangent curve, having a radius length of 2892.17 feet, a central angle of 04°19'21", an arc length of 218.19 feet, a chord distance of 218.14 feet, and a chord bearing of North 04°10'20" East to the Northwest corner of aforesaid Lot 2; thence run South 89°01'27" East, along the North line of said Lot 2, a distance of 322.71 feet to the Northeast corner of said Lot 2, said corner lying on the aforesaid Westerly right-of-way line of Executive Center Drive and a non-tangent curve concave Northeasterly; thence run Southeasterly along said Westerly right-of-way line and said curve, having a radius length of 433.11 feet, a central angle of 12°18'32", an arc length of 93.04 feet, a chord length of 92.87 feet, and a chord bearing of South 28°24'57" East to the point of tangency; thence run South 34°34'13" East, along said Westerly right-of-way line, 6.95 feet to the Point of Beginning.

Parcel 3: (Carr Building)

The Easterly 70.75 feet of Lot 9 and all of Lot 10 of Block A, Orlando Area Executive Center, Unit One, according to the Plat thereof, as recorded in Plat Book 1, Pages 29 and 30, of the Public Records of Orange County, Florida.

Parcel 4: (Rockbridge Building)

The North 143.47 feet of Lot 5 and the South 156.53 feet of Lot 6, Block A of Orlando Area Executive Center, Unit One, according to the Plat thereof, as recorded in Plat Book 1, Pages 29 and 30, of the Public Records of Orange County, Florida.

Together with that certain Non-Exclusive Easement for Ingress and Egress by and between Kroger Equity, Inc., and Kroger Properties, Inc., dated May 28, 1991, recorded June 21, 1991 in Official Record Book 4296, page 1236, of the Public Records of Orange County, Florida.

Parcel 5: (Saratoga Building)

Lot 3 and a part of Lots 2 and 4 of Block B, Orlando Area Executive Center, Unit One, according to the Plat thereof, as recorded in Plat Book 1, Pages 29 and 30, of the Public Records of Orange County, Florida, said part of Lots 2 and 4 being more particularly described as follows:

Commence at the most Easterly corner of Lot 2, said point also being the Northeast corner of Lot 4 and being on the Southwesterly right-of-way line of Executive Center Drive (80' R/W), all as

shown on said plat; thence along the Southwesterly right-of-way line of Executive Center Drive South $34^{\circ}34'13''$ East 25.33 feet to the Point of Beginning; thence continue along the Southwesterly right-of-way line of Executive Center Drive the following two (2) courses and distances: 1) South $34^{\circ}34'13''$ East 134.67 feet, and 2) with a curve to the right having a radius of 30.00 feet, a central angle of $90^{\circ}00'00''$ and a chord which bears South $10^{\circ}25'47''$ West 42.43 feet, an arc distance of 47.12 feet to a point on the Northwesterly right-of-way line of McCrory Place (60' R/W); thence along the Northwesterly right-of-way line of McCrory Place South $55^{\circ}25'47''$ West 220.00 feet to the Southwest corner of Lot 4; thence along the common line of Lots 3 and 4 North $34^{\circ}34'13''$ West 190.00 feet to a point on the Southeasterly line of Lot 2; said point also being the Northwest corner of Lot 4 and the Northeast corner of Lot 3; thence along the common line of Lots 2 and 3 South $55^{\circ}25'47''$ East 232.10 feet to a point on the Southeasterly right-of-way line of Woodcock Road (60' R/W); thence along the Southeasterly right-of-way line of Woodcock Road the following two (2) courses and distances: 1) with a curve to the right having a radius of 1,891.73 feet, a central angle of $04^{\circ}30'42''$ and a chord which bears North $04^{\circ}05'04''$ East 148.92 feet, an arc distance of 148.96 feet, and 2) with a curve to the left having a radius of 2,892.17 feet, a central angle of $00^{\circ}00'25''$ and a chord which bears North $06^{\circ}20'13''$ East .35 feet, an arc distance of .35 feet to a point; thence North $75^{\circ}33'15''$ East 414.40 feet to the Point of Beginning.

Parcel 6: (St. Paul Building)

The North 20.00 feet of Lot 8, and all of Lot 9, except the Easterly 70.75 feet thereof, Block A, Orlando Area Executive Center, Unit One, according to the Plat thereof, as recorded in Plat Book 1, Pages 29 and 30, of the Public Records of Orange County, Florida.

Parcel 7: (Tedder Building)

The North 20.00 feet of Lot 3, all of Lot 4, and all of Lot 5 except the North 143.47 feet, Block A, Orlando Area Executive Center, Unit One, according to the Plat thereof, as recorded in Plat Book 1, Pages 29 and 30, of the Public Records of Orange County, Florida.

Parcel 8: (Essex Building)

Lots 1 and 2 and the Southeasterly 6.0 feet of Lot 7, Block C, Orlando Area Executive Center, Unit One, according to the Plat thereof, recorded in Plat Book 1, Pages 29 and 30, of the Public Records of Orange County, Florida, excepting therefrom the Easterly 20.0 feet of Lots 2 and 7.

Parcel 9: (Palmetto Building)

Lot 8 (LESS the North 161.0 feet), all of Lot 7, and Lot 6 (LESS the South 156.53 feet) Block A, Orlando Area Executive Center, Unit One, as recorded in Plat Book 1, Pages 29 and 30, of the Public Records of Orange County, Florida.

Together with that certain Non-Exclusive Easement for Ingress and Egress by and between Kroger Equity, Inc., and Kroger Properties, Inc., dated May 28, 1991, recorded June 21, 1991 in Official Record Book 4296, page 1236, of the Public Records of Orange County, Florida.

Parcel 10: (Enterprise Building)

Lots 1 and 2, Block E, Orlando Area Executive Center, Unit One, according to the Plat thereof recorded in Plat Book 1, Pages 29 and 30, of the Public Records of Orange County, Florida.

Parcel 11: (Princeton Building)

The Southerly 141.00 feet of the Northerly 161.00 feet of Lot 8, Block A, Orlando Area Executive Center, Unit One, according to the Plat thereof, as recorded in Plat Book 1, Pages 29 and 30, on the Public Records of Orange County, Florida.

Parcel 12: (Amherst Building)

Lot 1, Block F, Orlando Area Executive Center, Unit One, according to the Plat thereof, as recorded in Plat Book 1, Pages 29 and 30, Public Records of Orange County, Florida, and the Westerly 73.00 feet of Lot 2, Block F, Orlando Area Executive Center, Unit Two, according to the Plat thereof, as recorded in Plat Book 3, Pages 41 and 42, of the Public Records of Orange County, Florida.

Parcel 13: (Bennington Building)

Lot 4, LESS the Westerly 200.00 feet thereof and all of Lot 5 of Block D, Orlando Area Executive Center, Unit Two, according to the Plat thereof, as recorded in Plat Book 3, Pages 41 and 42, of the Public Records of Orange County, Florida.

Parcel 14: (Porterfield Building)

The Easterly 20.00 feet of Lot 2, all of Lots 3, 4, 5 and 6, and the Southeasterly 6.00 feet of the Easterly 20.00 feet of Lot 7, of Block C, Orlando Area Executive Center, Unit One, according to the Plat thereof, as recorded in Plat Book 1, Pages 29 and 30, of the Public Records of Orange County, Florida.

Parcel 15: (Bainbridge Building)

The East 215.0 feet of the West 288.0 feet of Lot 2, Block F, Orlando Area Executive Center, Unit Two, according to the Plat thereof, as recorded in Plat Book 3, Pages 41 and 42, of the Public Records of Orange County, Florida.

Parcel 16: (Lexington Building)

Lots 1 and 2, Block D of Orlando Area Executive Center, Unit One, according to the Plat thereof, as recorded in Plat Book 1, Pages 29 and 30, of the Public Records of Orange County, Florida; and the Westerly 200 feet of Lots 3 and 4, Block D of Orlando Area Executive Center, Unit Two, according to the Plat thereof, as recorded in Plat Book 3, Pages 41 and 42, of the Public Records of Orange County, Florida.

Parcel 17: (Commodore Building)

The East 100 feet of Lot 3 and all of Lot 6, Block D, Orlando Area Executive Center, Unit Two, as recorded in Plat Book 3, Pages 41 and 42, of the Public Records of Orange County, Florida; also being described as follows:

Commence at the Southwest corner of Section 20, Township 22 South, Range 30 East; thence North 00°20'58" East along the West line of said Section 20, a distance of 1084.45 feet to a point on the Northerly right-of-way line for Maguire Boulevard; thence from a tangent bearing of North

37°13'46" East run Northeasterly along the arc of a curve concave Southeasterly having a radius of 1790.0 feet and a central angle of 18°12'01" a distance of 568.60 feet to the point of tangency of said curve; thence North 55°25'47" East along said Northerly right-of-way line 1276.74 feet to the Westerly right-of-way line for Lawton Road; thence North 34°34'13" West along said Westerly right-of-way line 200.0 feet for a Point of Beginning; thence South 55°25'47" West 400.00 feet; thence North 34°34'13" West 200.00 feet to the Southerly right-of-way line for McCrory Place, thence North 55°25'47" East along said Southerly right-of-way line 44.33 feet to the point of curvature of a curve concave Northwesterly having a radius of 191.78 feet; thence Northeasterly along the arc of said curve through a central angle of 54°27'14" a distance of 182.27 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 30.0 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" a distance of 47.12 feet to the point of tangency of said curve; thence South 89°01'27" East along the Southerly right-of-way line for Lawton Road 103.0 feet to the point of curvature of a curve concave Southwesterly having a radius of 176.71 feet; thence Southeasterly along the arc of said curve through a central angle of 54°27'14" a distance of 167.95 feet to the point of tangency of said curve; thence South 34°34'13" East 83.59 feet to the Point of Beginning.

Parcel 18: (Hollister Building)

Being the East 12.0 feet of Lot 2 and all of Lot 3, Block "F", of Orlando Area Executive Center, Unit Two as recorded in Plat Book 3, Pages 41 and 42, and the West 119 feet of Lot 4, Block "F" of Orlando Area Executive Center, Unit Three, as recorded in Plat Book 5, Page 121, all of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 20, Township 22 South, Range 30 East; thence North 00°20'58" East along the West line of said Section, a distance of 1084.45 feet to a point on the Northerly right-of-way line for Maguire Boulevard; thence from a tangent bearing of North 37°13'46" East run Northeasterly along the arc of a curve concave Southeasterly having a radius of 1790.0 feet and a central angle of 18°12'01" a distance of 568.60 feet to the point of tangency of said curve; thence North 55°25'47" East along said Northerly right-of-way line 1336.74 feet to the Northeasterly right-of-way line for Lawton Road; thence North 34°34'13" West along said Northeasterly right-of-way line 283.59 feet to the point of curvature of a curve concave Southwesterly having a radius of 236.71 feet; thence Northwesterly along the arc of said curve through a central angle of 24°16'24" a distance of 100.28 feet for a Point of Beginning; thence continue Northwesterly along the arc of said curve and the Northerly right-of-way line for Lawton Road, through a central angle of 30°10'50" a distance of 124.69 feet to the point of tangency of said curve; thence North 89°01'27" West along said right-of-way line for Lawton Road a distance of 312.0 feet; thence North 00°58'33" East, 200.00 feet; thence South 89°01'27" East, 431.0 feet; thence South 00°58'33" West, 232.09 feet to the Point of Beginning.

Parcel 19: (Yorktown Building)

Part of Lots 4 and 6 and all of Lot 5, Block F, of Orlando Area Executive Center, Unit Three, according to the Plat thereof, as recorded in Plat Book 5, Page 121, of the Public Records of Orange County, Florida, being more particularly described as follows:

Beginning at the intersection of the Northwesterly right-of-way line of Maguire Boulevard (100' R/W) with the Northeasterly right-of-way line of Lawton Road (60' R/W), all as shown on said Plat; thence along the Northeasterly right-of-way line of Lawton Road the following two (2) courses and distances: 1) North 34°34'13" West 283.59 feet, and 2) with a curve to the left, having a radius of 236.71 feet and a central angle of 24°16'24", an arc distance of 100.28 feet to a

point; thence North 00°58'33" East 232.09 feet to a point on the Northerly boundary of said Block F; thence along the Northerly boundary of said Block F South 89°01'27" East 414.40 feet to a point; thence South 00°58'33" West 75.00 feet to a point; thence South 34°34'13" East 276.56 feet to a point on the Northwestern right-of-way line of Maguire Boulevard; thence along the Northwestern right-of-way line of Maguire Boulevard the following two (2) courses and distances: 1) with a curve to the left, having a radius of 2,000.00 feet and a central angle of 05°21'58", an arc distance of 187.31 feet, and 2) South 55°25'47" West 220.52 feet to the Point of Beginning.

Parcel 20: (Forrestal Building)

Lot 2 and part of Lots 1 and 3, Block A, Orlando Area Executive Center, Unit One, according to the Plat thereof, as recorded in Plat Book 1, Pages 29 and 30, of the Public Records of Orange County, Florida, being more particularly described as follows:

Beginning at the intersection of the Northwestern right-of-way line of Maguire Boulevard (100' R/W) with the Westerly right-of-way line of Woodcock Road (60' R/W), all as shown on said plat; thence along the Northwestern right-of-way line of Maguire Boulevard with a curve to the left, having a radius of 1,790.00 feet and a central angle of 05°23'04", an arc distance of 168.72 feet to the most Easterly corner of that certain property described in a deed recorded in Official Record Book 2302, Page 482, in said Public Records; thence along the boundary of the property described in said deed the following two (2) courses and distances: 1) North 58°48'42" West 202.79 feet, and 2) North 89°39'35" West 112.65 feet; to a point on the Westerly boundary of said Block A; thence along the Westerly boundary of said Block A North 00°20'25" East 205.80 feet to a point; thence South 89°39'35" East 246.69 feet to a point on the Westerly right-of-way line of Woodcock Road; thence along the Westerly right-of-way line of Woodcock Road the following two (2) courses and distances: 1) with a curve to the left, having a radius of 282.81 feet and a central angle of 27°18'42", an arc distance of 134.81 feet, and 2) South 46°41'20" East 100.00 feet to the Point of Beginning.

Parcel 21: (Chandler Building)

Lot 3, Block E, Orlando Area Executive Center, Unit Two, according to the Plat thereof, as recorded in Plat Book 3, Pages 41 and 42, of the Public Records of Orange County, Florida.

Parcel 22: (Langley Building)

A part of Lot 6 and all of Lot 7 of Block F, Orlando Area Executive Center, Unit Three, according to the Plat thereof, as recorded in Plat Book 5, Pages 121 and 122, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the intersection of the Northwestern right-of-way line of Maguire Boulevard (100' R/W) with the Northeasterly right-of-way line of Lawton Road (60' R/W), all as shown on said Plat; thence along the Northwestern right-of-way line of Maguire Boulevard the following two (2) courses and distances: 1) North 55°25'47" East 220.52 feet, and 2) with a curve to the right having a radius of 2,000.00 feet, a central angle of 05°21'58" and a chord which bears North 58°06'46" East 187.24 feet, an arc distance of 187.31 feet to the Point of Beginning, said point being the Southwesterly corner of Lot 6; thence along the Southwesterly line of Lot 6 North 34°34'13" West 276.56 feet to a point; thence North 00°58'33" East 75.00 feet to a point on the Northerly boundary of said Plat; thence along the Northerly boundary of said Plat South 89°01'27" East 1,324.29 feet to the most Easterly corner of Lot 7, said point being on the

Northerly right-of-way line of Maguire Boulevard; thence along the Northerly and Northwesterly right-of-way line of Maguire Boulevard the following two (2) courses and distances: 1) South $84^{\circ}46'43''$ West 376.18 feet, and 2) with a curve to the left having a radius of 2,000.00 feet, a central angle of $23^{\circ}58'58''$ and a chord which bears South $72^{\circ}47'14''$ West 831.06 feet, an arc distance of 837.16 feet to the Point of Beginning.

Exhibit “C”
Facilities

