

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Sara W. Bernard, P.A.
Broad and Cassel
390 N. Orange Avenue
Suite 1400
Orlando, Florida 32801

AMENDED AND RESTATED DEVELOPER'S AGREEMENT
REGARDING LAKE NONA

THIS AMENDED AND RESTATED DEVELOPER'S AGREEMENT REGARDING LAKE NONA ("Agreement") is made and entered into as of the _____ day of _____, 2016 (the "**Effective Date**") by and among **LAKE NONA PROPERTY HOLDINGS, LLC**, a Florida limited liability company ("**Developer**"), **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company ("**Owner**") (Developer and Owner may sometimes be referred to hereinafter as "**Lake Nona**") and the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (the "**City**").

W I T N E S S E T H

WHEREAS, Owner holds title to certain property situated in the City of Orlando, in Orange County Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**"), all of which lies within and is a part of the Lake Nona Development of Regional Impact / Planned Development (the "**Lake Nona DRI**") as more particularly set forth in the Development Order (as defined below); and

WHEREAS, the Property is currently subject to the terms and conditions set forth in that certain Ordinance of the City of Orlando, Florida, Amending and Restating the Development Requirements for the Lake Nona Planned Development recorded January 11, 2008, in Official Records Book 9563, Page 1304, as amended by that certain Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development recorded March 26, 2008, in Official Records Book 9640, Page 1912; as further amended by that certain Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development recorded August 23, 2012, in Official Records Book 10430, Page 5591, as further amended by that certain Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development recorded November 27, 2013, in Official Records Book 10670, Page 3237, and as further amended by that certain Ordinance of the City of Orlando, Florida, Amending the Development Requirements for the Lake Nona Planned Development recorded September 11, 2015, in Official Records Book 10982, Page 938, all in the Official Records of Orange County, Florida, as may be further amended from time to time (the "**PD Ordinance**" or the "**PD**"); and

WHEREAS, the Property is subject to the terms and conditions set forth in that certain City of Orlando Fourth Amended and Restated Development Order for the Lake Nona Development of Regional Impact recorded December 4, 2007, in Official Records Book 9522, Page 525, as amended by that certain First Amendment to City of Orlando Fourth Amended and Restated Development Order for the Lake Nona Development of Regional Impact, recorded March 26, 2008, in Official Records Book 9640, Page 1888, as further amended by that certain Second Amendment to City of Orlando Fourth Amended and Restated Development Order for the Lake Nona Development of Regional Impact recorded July 10, 2012, in Official Records Book 10406, Page 4222, as further amended by that certain Third Amendment to City of Orlando Fourth Amended and Restated Development Order for Lake Nona Development of Regional Impact recorded November 27, 2013, in Official Records Book 10670, Page 3145, as further amended by that certain Fourth Amendment to the Fourth Amended and Restated Development Order for Lake Nona Development of Regional Impact recorded September 3, 2015, in Official Records Book 10978, Page 6938, and as further amended by that certain Fifth Amendment to the Fourth Amended and Restated Development Order for Lake Nona Development of Regional Impact recorded October 26, 2016, Document #20160559864, all in the Official Records of Orange County, Florida, as may be further amended from time to time (the “**Development Order**” or the “**DO**”); and

WHEREAS, Developer is the master developer of the Lake Nona DRI; and

WHEREAS, the parties previously entered into that certain Developer’s Agreement Regarding Lake Nona dated August 6, 2007, as amended by that certain Amendment to Developer’s Agreement Regarding Lake Nona dated July 26, 2011 (collectively, the “**Original Development Agreement**”), regarding certain duties, responsibilities, obligations and requirements of the parties associated with the Southeast Orlando Interchange Project and the Park Facilities, as those terms are defined herein; and

WHEREAS, since the Original Development Agreement was entered into, certain facts and circumstances regarding the Property and the rights and obligations of the parties with respect thereto have changed and, as a result thereof, the parties desire to amend and restate all terms and conditions set forth in the Original Development Agreement with the intent that this Agreement shall supersede and replace in its entirety the Original Development Agreement; and

WHEREAS, the Property is part of the Southeast Orlando Sector Plan area which has been carefully planned to efficiently and sustainably accommodate the substantial growth and development projected for the area; and

WHEREAS, considerable development has occurred in the northern portion of the Southeast Orlando Sector Plan area, principally in the Lake Nona DRI area, with the development of the Lake Nona Estates, the Lake Nona Golf and Country Club, the North Lake Park at Lake Nona communities, and the North Lake Park Community School; and

WHEREAS, various infrastructure improvements have been made with the construction of Narcoossee Road and Lake Nona Boulevard, including the installation of a stormwater system, new lift stations, supporting wastewater lines and reuse water transmission mains; and

WHEREAS, for the successful implementation of the Southeast Orlando Sector Plan, various new and expanded public facilities must be constructed on a timely basis; and

WHEREAS, one such public facility is the Southeast Orlando Interchange Project, which has been fully constructed and completed; and

WHEREAS, additional public facilities have been fully constructed and completed by the Owner, including a four-lane road segment located north of the Greenway and extending from the Southeast Orlando Interchange east to Narcoossee Road, and a two-lane road segment located south of the Greenway and extending from the Southeast Orlando Interchange east to Narcoossee Road; and

WHEREAS, Owner has further completed construction on a four-lane road segment located south of the Greenway and extending from the Southeast Orlando Interchange west to Boggy Creek Road; and

WHEREAS, Owner and the City have maintained a constant commitment to the long-term development of infrastructure in order to provide substantial economic growth to the Southeast Orlando Sector Plan area; and

WHEREAS, Owner and City have previously entered into that certain Lake Nona Memorandum of Agreement Regarding Park Conveyance and Development dated February 28, 2003, as amended (collectively, the “**Memorandum of Agreement**”) pursuant to which the parties set forth their agreement with respect to Owner’s conveyance, and the City’s development, of a public park within the Lake Nona DRI; and

WHEREAS, Owner and the City wish to work cooperatively to provide public park sites with active and passive uses and to set forth their agreement regarding Owner’s commitments for the donation and construction of two park sites, and the City’s commitments to contribute toward the cost of developing the public park sites, as well as the parties’ rights and obligations with respect to maintenance thereafter; and

WHEREAS, the parties warrant to each other that this Agreement, including any future acts as required hereby, is binding and enforceable on the parties in accordance with its terms, and satisfies the obligation for entering into further agreements for conveyance and development of a park site as provided in the Memorandum of Agreement; and

WHEREAS, the parties hereby acknowledge and agree that the funding commitments provided for herein by the City shall be funded solely by increases in the taxable value of the real property that constitutes the South/Central Properties, as defined below, that result from future development and, further, that this Agreement does not authorize the City to impose special assessments or to otherwise increase the ad valorem tax rate which is applicable to real property

located within the South/Central Properties to fund any commitment contained within this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct, are incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are incorporated herein by reference and form a material part of this Agreement.

2. Authority. This Agreement is entered into pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, and other applicable provisions of law.

3. Public Purpose. In the Original Development Agreement, the City determined it to be in the best interest of the health, safety and welfare of the citizens and residents of Orlando to create a funding partnership for the timely construction of the Southeast Orlando Interchange Project and the development of the properties within the Southeast Orlando Sector Plan area. The City hereby ratifies and affirms its previous determination. The Southeast Orlando Interchange Project and development of the properties within the Southeast Orlando Sector Plan area continue to be vital to the provision of safe and efficient traffic movement in the area and the enhancement of economic activity in the southeast portion of the City limits. The Southeast Orlando Interchange Project will facilitate growth and attract activities conducive to the economic promotion of the Southeast Orlando Sector Plan area, and the City of Orlando as a whole. Likewise, creating a funding partnership for the development of park sites as contemplated herein is deemed to serve a legitimate public purpose because such improvements will increase the quality of life for the City's residents by providing additional public spaces for recreation and exercise, by enhancing the public's physical, mental and social well-being by providing additional opportunities to interact with nature and, further, by providing valuable spaces for shared social activity and public interaction.

4. Definitions.

a. "Base Tax Year" means the calendar year 2006.

b. "Base Value" means the final adjusted assessed taxable value of all the real property comprising the South/Central Properties, as defined herein, as such value has been determined by the Orange County Property Appraiser in the Base Tax Year for the 2006 Orange County Real Property Tax Bill. For purposes of this Agreement, the parties agree that the Base Value will be \$43,733,366.00, as shown in **Exhibit "D"** attached hereto.

c. "Expressway Authority" means the Central Florida Expressway Authority formerly known as the Orlando-Orange County Expressway Authority.

d. "Greeneway" means that certain limited access roadway known as the Central Florida Greeneway or State Road 417, which is owned and operated by the Expressway Authority.

e. **“Lake Nona Central”** means that portion of the Lake Nona Project located south of the lakes known as Lake Nona, Red Lake and Buck Lake and north of the Greenway, as depicted on the map attached hereto as **Exhibit “B-1”** attached hereto.

f. **“Lake Nona Project”** means the Lake Nona Planned Development, as described in the Development Order.

g. **“Lake Nona South”** means that portion of the Lake Nona Project located south of the Greenway as depicted on the map attached hereto as **Exhibit “B-1”**.

h. **“Park Facilities”** means those facilities conceptually described in **Exhibit “C”** attached hereto, which facilities will be subject to further revision and approval by the City as provided herein.

i. **“Park Properties”** means the Laureate Park Property and the East Airfield Park Property.

j. **South/Central Properties”** means those portions of real property located within the Lake Nona Project known as Lake Nona Central and Lake Nona South, as depicted on the map attached hereto as **Exhibit “B-1”**; and the real property located within the Education Village Planned Development, consisting of approximately 220 acres, as generally depicted on the map attached hereto as **Exhibit “B-2”**.

j. **“Southeast Orlando Interchange”** or **“Interchange”** means the interchange at the Greenway and Lake Nona Boulevard, connecting Narcoossee Road and Boggy Creek Road.

k. **“Southeast Orlando Interchange Project”** means the design, engineering, permitting and construction of the Southeast Orlando Interchange, including two bridges, a four-lane overpass, an on-ramp and off-ramp and toll plaza on the west side of the overpass, an on-ramp and off-ramp and toll plaza on the east side of the overpass, walkways, lighting, landscaping, hardscaping and pertinent stormwater drainage facilities.

l. **“Tax Year Value”** means the actual final adjusted assessed taxable value of the South/Central Properties in a given tax year.

5. Interchange Funding Partnership Agreement.

a. **Project Construction.** Owner previously entered into an agreement with the Expressway Authority, the governmental entity with jurisdiction over the Greenway, for the design, engineering, permitting, and construction of the Southeast Orlando Interchange Project in accordance with plans and specifications approved by the Expressway Authority and any other governmental body or agency having jurisdiction (the **“Expressway Agreement”**).

b. **Dedication of Right-of-Way for the Southeast Orlando Interchange.** Owner has previously donated to the Expressway Authority, without cost to the Expressway Authority, all lands reasonably required for the Southeast Orlando Interchange Project subject to and in accordance with the terms of the Expressway Agreement.

c. **Construction of the Southeast Orlando Interchange.** Owner has caused the Southeast Orlando Interchange Project to be constructed, and the Interchange is fully completed, operating, and open for general traffic, all in accordance with the approved plans and specifications.

d. **Contractor Waivers and Notice of Termination.** Upon completion of the Southeast Orlando Interchange Project, Owner provided the City with a copy of the properly executed certificate of substantial completion, as accepted by the Expressway Authority, a copy of the General Contractor's final release of lien, and a copy of the punch list items and a timetable for punch list completion, pursuant to the terms of the Expressway Agreement. The parties acknowledge and agree that Owner's obligations under the Expressway Agreement and the Interchange Funding Partnership Agreement have been accomplished, and Owner has no further obligations to the City thereunder.

e. **Additional Road Network Commitments.**

(1) The City acknowledges that the Owner has caused the construction of the following road segments to be fully completed and such road segments have been (or are in the process of being) dedicated to, and accepted by, the City:

(a) a four-lane road segment located north of the Greenway and extending from the Southeast Orlando Interchange east to Narcoossee Road; and

(b) a two-lane road segment located south of the Greenway and extending from the Southeast Orlando Interchange east to Narcoossee Road; and

(c) Phase 1 and Phase 2 of a four-lane road segment located south of the Greenway and extending from the Southeast Orlando Interchange west to Boggy Creek Road (the **"Boggy Creek Road Extension"**); and

(d) Phase 3 of the Boggy Creek Road Extension from Medical City Drive west to Boggy Creek Road including intersection improvements at Lake Nona Boulevard and Boggy Creek Road (**"Phase 3 Extension"**).

(2) The parties acknowledge and agree that the City, at its sole cost and expense, shall be solely responsible for the maintenance of each roadway segment (i.e., pavement, curb, base, traffic signals, concrete sidewalks, etc.), utilities (i.e., water, sewer, reuse, etc.) and stormwater systems (i.e., collection systems, outfalls, pond water quality). The parties acknowledge and agree that Owner, at its sole cost and expense, shall be solely responsible for the maintenance of the walkways (i.e., pavers or asphalt sidewalks but excluding concrete sidewalks), lighting, landscaping and other hardscape improvements, if any, located within the rights-of-way associated with the above roadways (the **"Appurtenant Improvements"**) in accordance with the City standards (the **"Appurtenant Improvement Maintenance Standard"**) (collectively, the **"Appurtenant Improvement Maintenance Obligations"**). Owner, at its election, may perform the Appurtenant Improvement Maintenance Obligations to standards greater than the Appurtenant Improvement Maintenance Standard. On or before July 1, 2017, Owner agrees to enter into a maintenance agreement with the City for the Appurtenant

Improvements based upon the terms herein (the “**Appurtenant Improvements Maintenance Agreement**”).

(3) Owner shall release, indemnify and hold the City harmless from and against any and all claims, causes of action, damages or liability (including attorneys’ fees, experts’ fee and costs) arising of or resulting from any services in the City’s right of way or on the City’s property to be provided by Owner as may be described or provided in this Agreement that are caused in whole or in part by any negligent act, intentional act or omission of Owner, its successors, assigns, contractors’ or agents’ activities.

f. **Limitation of Transportation Impact Fee Credits.** Owner shall not seek, nor is Owner entitled to, transportation impact fee credits from the City with respect to the Southeast Orlando Interchange Project. Any impact fee credits sought by Owner with respect to the internal transportation roadway network for the South/Central Properties shall be consistent with the terms of the Development Order, the PD Ordinance, and the Orlando City Code.

6. Community Park Agreement.

a. **Identification of Park Sites.** In accordance with the Memorandum of Agreement, Owner and the City have mutually agreed upon the general location of two acceptable community park sites: Laureate Park and East Airfield Park.

(1) Laureate Park is to be located as more particularly depicted and described in the concept plan (the “**Laureate Park Concept Plan**”) attached hereto as **Exhibit “E”** herein by this reference (hereinafter referred to as the “**Laureate Park Property**”). As depicted on **Exhibit “E”**, the Laureate Park Property consists of Phase I, Phase II and Phase III (respectively, the “**Phase I Property**”, the “**Phase II Property**”, and the “**Phase III Property**”). The northern and eastern portions of Laureate Park Phase I (the “**Active Park**” or “**Phase I**”) shall consist of approximately 20.2 acres generally lying adjacent to the proposed elementary school in Lake Nona South, with the eastern portion of Laureate Park designed as an active park as detailed in **Exhibit “C”**. The central and western portions of Laureate Park, including property located within the Primary Conservation Network (as defined below) and the lakes, shall consist of approximately 324.8 acres and be designed as a passive park (the “**Passive Park**” or “**Phase II and III**”). City and Owner agree that upon mutual consent, and at each party’s sole discretion, the acreage of the Passive Park (Phase II and III) and the PCN may be modified from time to time, without requiring an amendment to this Agreement. If and when applicable, the Laureate Park Concept Plan shall also include a master park signage plan to unify the three phases of Laureate Park. The parties acknowledge and agree that the Laureate Park Concept Plan is preliminary and subject to review and modification, including but not limited to, the City’s Specific Parcel Master Plan process.

(2) Subject to paragraph 6(c)(2), below, East Airfield Park is to be located as more particularly depicted and described in the preliminary concept plan (the “**East Airfield Park Concept Plan**”) attached hereto as **Exhibit “G”** (hereinafter referred to as the “**East Airfield Park Property**”). As depicted on **Exhibit “G”** and **Exhibit “C”**, the East Airfield Park Property consists of approximately 25 acres, and will include four softball fields, parking, a playground/tot-lot, walking trail, picnic facilities, and restroom facilities. The parties

acknowledge and agree that the East Airfield Concept Plan is preliminary and remains subject to review and modification, including but not limited to, the City's Specific Parcel Master Plan Process.

b. Owner's Obligations Regarding Laureate Park and East Airfield Park. In consideration of the City's agreement to the obligations more particularly set forth herein, Owner hereby agrees as follows:

(1) **Laureate Park.** On or before 18 months after the Effective Date of this Agreement, Owner shall complete the construction of those facilities designated as the "**Laureate Park Primary Facilities**" on **Exhibit "C"**, thereby allowing the City to commence the operation and maintenance thereof (the "**Laureate Park Completion Date**"). At any time during construction of the Laureate Park Primary Facilities and upon reasonable notice to Owner, the City may, but is not obligated to, inspect said construction to ensure compliance with the design plans which were permitted by the City. The City's authority under this paragraph is separate and apart from the City's role as the regulatory entity with jurisdiction, in processing the application for permit(s) and inspecting the construction of the Laureate Park Primary Facilities. Upon the Effective Date of this Agreement, the City shall not delay or withhold issuance of building permits within the Lake Nona DRI for reasons related to the provision of a community park site within the Lake Nona DRI; provided, however, that the Owner is not in default of its obligations under the Development Order. Nothing contained herein shall restrict Owner from accelerating this schedule.

(2) **East Airfield Park.** The City and Owner acknowledge and agree that Owner's obligations to construct East Airfield Park are contingent upon Owner acquiring the East Airfield Park Property from the Greater Orlando Aviation Authority ("**GOAA**"), the current owner, at a cost of \$75,000 per net usable acre, or less. At such time as Owner is able to acquire the East Airfield Park Property at the aforesaid price, Owner shall have 18 months following its closing on the East Airfield Park Property, to design, permit and complete the construction of those facilities designated as the "**East Airfield Park Primary Facilities**" on **Exhibit "C"** thereby allowing the City to commence the operation and maintenance thereof (the "**East Airfield Park Completion Date**"). At any time during construction of the East Airfield Park Primary Facilities and upon reasonable notice to Owner, the City may, but is not obligated to, inspect said construction to ensure compliance with the design plans which were permitted by the City. The City's authority under this subparagraph is separate and apart from the City's role as the regulatory entity with jurisdiction, in processing the application for permit(s) and inspecting the construction of the East Airfield Park Primary Facilities. Nothing contained herein shall restrict Owner from accelerating this schedule.

(3) **Plans.** Owner shall consult with the City during all phases of the design and construction of Laureate Park Primary Facilities and the East Airfield Park Primary Facilities (collectively, the "**Park Primary Facilities**") to ensure that said design and construction meet the City's requirements and any applicable rules, laws, and regulations. Owner shall provide construction plans for the Park Primary Facilities to the City at 30%, 60% and 90% completion for review and approval by the City Families, Parks, and Recreation Director (or designee) (the "**Park Plans**") prior to submittal of the application for permit(s) to construct any portion of the Park Primary Facilities. The Park Plans shall be value engineered to keep the budget within the

Maximum Park Obligation (as hereafter defined). All value engineered decisions shall be subject to the review and approval of the City Families, Parks, and Recreation Director (or designee). Upon receipt of the Park Plans, the City Families, Parks, and Recreation Director (or designee) shall have thirty (30) days to review and comment in writing on the Park Plans or such plans shall be deemed approved. The City Families, Parks, and Recreation Director will make his or her best efforts to review and provide comments in writing on the Park Plans within 14 days of receipt. Owner agrees to construct the Park Primary Facilities in substantial accordance with the Park Plans, as amended from time to time and in accordance with Specific Parcel Master Plan obligations; provided, Owner may elect to construct the Park Primary Facilities in phases in coordination with its development of its adjoining properties and in consultation with and with the express written approval of the City to the proposed phasing plan. The City's authority under this subparagraph is separate and apart from the City's role as the regulatory entity with jurisdiction, in processing the application for permit(s) and inspecting the construction of the Park Primary Facilities.

(4) **Budgets.** The initial proposed budget for the Laureate Park Primary Facilities, exclusive of land costs, is attached hereto as **Exhibit "F"**. The initial proposed budget for the East Airfield Park Primary Facilities, exclusive of land costs, is attached hereto as **Exhibit "H"**. Owner shall update each budget (the "**Park Budgets**"), and provide the updated Park Budgets to the City in conjunction with each submittal of the Park Plan. Owner, at its cost, agrees to construct the Park Primary Facilities in general accordance with the Park Budgets, as may be amended from time to time, in an amount not to exceed Ten Million and no/100 Dollars (\$10,000,000.00), or the actual cost to construct the Park Primary Facilities, whichever amount is less (the "**Maximum Park Obligation**"). If the Park Budgets exceed the Maximum Park Obligation, or if Owner incurs additional unreimbursed costs in connection with the construction of the Park Primary Facilities the parties agree that section 9, below, shall apply.

(5) **Construction of Access Road and Utilities.** On or before the Laureate Park Completion Date, Owner, at its expense and as an additional contribution for the Laureate Park Property, shall have designed and completed construction of a two (2) lane roadway facility from a publicly dedicated right of way, to the Laureate Park Property (the "**Access Road**"), together with the installation of water, sewer and electric (the "**Appurtenant Facilities**") to service the Laureate Park Property (collectively, the "**Roadway Improvements**"). Upon completion, Owner agrees to convey to the City a non-exclusive access easement over the Access Road in a form that is mutually agreeable to the parties. The City agrees that Owner, in consultation with and with the express written approval of the City, may extend the Roadway Improvements or another road through the Laureate Park Property into the Poitras Property to create access and connectivity. In such event, Owner shall have the option to redesign or otherwise reconfigure the Park Facilities provided that the City's use of the Park Facilities is not adversely impacted in a material manner.

c. **The City's Obligations Regarding Laureate Park and East Airfield Park.** In consideration of Owner's agreement to provide the Park Properties for the benefit of the public and construct the Park Facilities, the City hereby agrees as follows:

(1) **Staffing, Equipment, Operation and Maintenance.** Within 30 days after the Laureate Park Completion Date, and within 30 days after the East Airfield Park Completion

Date, the City shall complete the equipping and staffing (to customary City standards) of the Laureate Park Phase I Property and the East Airfield Property and shall commence operation and maintenance of same. Written notice must be given to the City at least 180 days prior to the anticipated respective Completion Date to allow the City time to arrange for equipping and staffing the parks.

(2) **Rules and Regulations Regarding Park Properties.** In addition to the City's usual rules and regulations governing the operation and maintenance of public parks, the City shall consider adoption of rules and regulations regarding the use of motorized and non-motorized watercraft on the lakes. The City shall take under advisement the Developer's desire to prohibit motorized watercraft, to allow the use of non-motorized watercraft where such usage would not result in additional stormwater monitoring or treatment by the Owner or Developer, and to not allow any uses which would interfere or contradict with any government permits issued in regard to the lakes.

(3) **Contributions by the City Toward the Park Properties.** In consideration of Owner's funding of the Maximum Park Obligation, the construction of the Laureate Park Primary Facilities, the East Airfield Park Primary Facilities, and the Roadway Improvements, and Owner's acceptance of the additional obligations as are further set forth herein, the City agrees to make certain funding contributions toward the associated costs in accordance with the following terms and conditions:

(a) The City will contribute to Owner an aggregate amount not to exceed the lesser of \$10,000,000 or the actual cost to construct the Laureate Park Primary Facilities (the "**Laureate Park Contribution**") and the East Airfield Park Primary Facilities (the "**East Airfield Park Contribution**"). Such financial contributions shall be made to Owner as provided in **Exhibit "D"** (the "**Annual Park Contributions**"). Regardless of the accuracy of **Exhibit "D,"** in no event shall the City's Laureate Park Contribution and the East Airfield Park Contribution, exceed \$10,000,000 (the "**Total Park Contribution**").

(b) The City's Annual Park Contributions shall include reimbursement for Owner's Construction Costs as defined in subsection 8(a), below, and the City's reimbursement shall be made in accordance with the process set forth in subsection 8(b), below.

d. **Conveyance of Park Property.** At any time after the Effective Date of this Agreement and prior to January 1, 2019, Owner shall cause the owners of the Park Properties to deliver to the law firm of Broad and Cassel (hereinafter referred to as the "Escrow Agent"), in escrow, a special warranty deed for each Park Property (the "**Park Deed**") and a sketch and description of the final configuration of the Park Properties, substantially in accordance with the Concept Plans, together with other related conveyance documentation required under the terms of this Agreement (hereinafter, collectively referred to as the "**Conveyance Documentation**"), conveying the Laureate Park Phase I and the East Airfield Park Property (subject to the condition set forth in paragraph section 6(c)(2), above), to the City, subject to the matters set forth herein. Each Park Deed shall contain a restriction limiting the use of the Park Properties as a public park with all ancillary uses customarily associated with a public parks and recreation in accordance with the terms of this Agreement and a right of reverter in favor of Owner should the City elect to discontinue such public park use at any time. If

conveyance of either Park Deed occurs prior to the completion of construction of the respective Park Primary Facilities, the Park Deed shall include a temporary construction easement in favor of Owner to allow for the completion of the construction. Escrow Agent shall hold the Conveyance Documentation, in escrow, pending the Closing of the transactions between the owners of the Park Properties, the Owner, and the City, as more particularly provided hereinafter. The Laureate Park Phase II and III Property shall be conveyed to a property owners association, a community development district, or other governmental entity via deed containing a covenant for perpetual use as a public park open to all residents of the City. The conveyance of the Laureate Park Phase II and III Property may, in whole or in part at the option of Owner, occur at any time after the Effective Date of this Agreement.

e. Closings. On a date or dates mutually acceptable to the Owner and the City, Escrow Agent shall record each Park Deed in the Official Records of Orange County, Florida, conveying the Laureate Park Phase I Property and the East Airfield Park Property, respectively, free and clear of all liens, general and special assessments, and other encumbrances, except those encumbrances of record, if any, and the matters to be created or set forth in this Agreement, as well as any other applicable Conveyance Documentation and held by Escrow Agent (the “**Closing(s)**”). At the time of each Closing, Owner shall obtain and deliver to the City an ALTA title insurance policy (hereinafter referred to as the “**Title Policy**”) written on First American Title Insurance Company or another title insurance company reasonably satisfactory and acceptable to Owner. The Title Policy shall bind the title company to deliver to the City a policy of title insurance which shall insure the City's title to the Laureate Park Phase I Property and the East Airfield Park Property, in an amount equal to the fair market value of each Property. Owner shall pay, at the time of each Closing: (i) the cost of recording each Park Deed hereunder; (ii) all real property transfer and transaction taxes and levies, including documentary stamps on each Park Deed delivered hereunder, if any, (iii) all costs pertaining to each Title Policy, including, but not limited to, title insurance premiums, title search fees, and the premiums for any endorsements reasonably requested by the City, and costs related to the issuance of each title commitment, and (iv) Owner's pro rata share of all taxes, assessments, and charges as determined by the applicable governmental authorities. Each party shall pay its own attorneys' fees and costs in connection with this Agreement and the Closings.

f. Valid Acceptance and Delivery. Notwithstanding anything to the contrary, Escrow Agent's receipt of the executed Park Deeds shall constitute valid delivery of each Park Deed to the City, and Escrow Agent's recordation of each Park Deed in the Public Records of Orange County, Florida, at the time of Closing, shall constitute valid acceptance of each Park Deed by the City.

g. Reservation of Rights. Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that the conveyance of the Laureate Park Phase I Property to the City shall be subject to the following reservation of rights in favor of Owner:

(1) Easement for Stormwater Drainage and Access. At the time of Closing, as part of the Conveyance Documentation, an easement for stormwater drainage, together with the right of access for maintenance thereof shall be reserved in favor of Owner and the properties

lying within Lake Nona South. Following completion of the lake facilities as required by the Development Order and PD Ordinance (collectively, the “**Development Approvals**”), Owner shall assume all landscape, hardscape, and trail maintenance and repair obligations with respect to the stormwater drainage and access easement area. In the event of an emergency that requires immediate action, the City may undertake such maintenance or repair actions as may be necessary to eliminate the emergency.

(2) Easement for Irrigation. At the time of Closing, as part of the Conveyance Documentation, an easement for the removal of stormwater from the lakes for irrigation purposes and for construction and access to the lakes and lake facilities shall be reserved in favor of Owner and the properties lying within Lake Nona South, in order to permit Owner to construct, install, repair and maintain the irrigation facilities, which are located within the irrigation easement area.

(3) Easement for Utilities. At the time of Closing, as part of the Conveyance Documentation, an easement for the installation and maintenance of utilities across the Park Properties shall be reserved in favor of Owner; provided, the City shall retain the right to utilize the easement area for any purpose that does not interfere with Owner's easement rights.

(4) Easement for Access. At the time of Closing, as part of the Conveyance Documentation, an easement for access across the Park Properties to adjacent properties or for the maintenance of any of the Park Facilities, lake facilities or easements shall be reserved in favor of Owner.

(5) No easements provided for in this subsection 6(g) shall materially and adversely interfere with the public use, enjoyment, or maintenance of the Park Properties, and all such easements are subject to review and approval by the City before the Closings.

h. Satisfaction of Park Obligations. The Lake Nona Project is subject to the terms of the Development Approvals. By execution of this Agreement and Owner's compliance with the terms herein, the City acknowledges and agrees that Owner shall be credited for community park obligations under the Development Approvals and applicable codes and ordinances in lieu of or as satisfaction of any and all community park obligations thereunder. The City also acknowledges that the full acreage of the Active Park and Passive Park shall be counted toward the open space obligations in the Development Approvals.

i. Primary Conservation Network. A portion of the Laureate Park Property may include a portion of the Primary Conservation Network (the “**PCN**”) which is or may be subject to a conservation easement. In the event the Laureate Park Property includes a portion of the PCN, Owner shall maintain any conservation and monitoring obligations relating thereto and any mitigation credits arising therefrom; provided, once construction of the Laureate Park Property is complete, Owner may assign, and the City may assume, all maintenance obligations relating thereto. The parties shall cooperate in connection with all permitting and approvals relating to the PCN, including the City's granting of any necessary easements relating thereto.

j. Maintenance of Active Park Property and Park Facilities. The parties acknowledge and agree that the City, at its sole cost and expense, shall be responsible for the

maintenance of the Laureate Park Phase I Property, the East Airfield Park Property, and the associated Park Facilities in accordance with typical standards for comparable City parks (collectively, the “**Park Maintenance Obligations**”).) Notwithstanding the foregoing, Owner may elect to assume or supplement the Park Maintenance Obligations for a time period as determined by Owner by providing the City with written notice of its election to do so and entering into a separate maintenance agreement with the City based on the terms herein. Owner, at its election, may perform the Park Maintenance Obligations to standards greater than the City Park Standards. In any event in which Owner assumes the Park Maintenance Obligations, Owner shall be entitled to reimbursement from the City in an amount equal to the costs and expenses the City would have incurred by performing the Park Maintenance Obligations (the “**Park Standard Maintenance Costs**”), with Owner assuming responsibility for any costs and expenses in excess of the Park Standard Maintenance Costs. The parties agree that the Park Standard Maintenance Costs shall be equal to the actual costs incurred by the City for performing park maintenance at regional parks of similar size and with similar facilities. Owner shall be reimbursed by the City on a quarterly basis within forty-five (45) days after Owner's submittal to the City of an invoice therefore.

k. Maintenance of the Laureate Park Phase II Property and Phase III Property and associated Park Facilities. The parties acknowledge and agree that Owner, at its sole cost and expense, shall be solely responsible for the maintenance of the Laureate Park Phase II and Phase III Property and associated facilities, in accordance with a reasonable standard recognizing the design and use of said facilities (the “**Phase II and Phase III Park Maintenance Obligations**”).)

l. Maintenance of Stormwater Management System. The City and Owner may elect to execute an agreement regarding maintenance of the stormwater system, including the collection system, outfalls, and the Lakes water quality. Such agreement shall include provisions regarding the payment or waiver of applicable stormwater utility fee credits.

7. Additional Projects. In addition to the Total Park Contribution, the City shall contribute up to \$3,500,000 to Owner for additional public improvements in the Lake Nona Project (the “Additional Contribution”). The Additional Contribution shall be made to Owner by reimbursement calculated pursuant to section 8 of this Agreement. The additional projects may include, but not be limited to, road improvements, park and recreational improvements (including public cycling and walking infrastructure such as trails), public transit capital improvements, and beautification projects (the “Additional Projects”), but in any event such Additional Projects must serve a public purpose as determined by the City in its reasonable discretion. In the event that Owner is not able to acquire the East Airfield Property, as set forth in paragraph 6(c)(2), above, on or before January 1, 2019, the City also agrees to allocate the East Airfield Park Contribution toward the reimbursement of the Additional Projects. The parties agree to enter into an amendment to this Agreement, or a separate agreement, in order to identify with additional specificity the Additional Projects that will qualify for reimbursement.

8. Funding and Reimbursement Process.

a. The City agrees that the Annual Park Contributions and Additional Projects Contributions (collectively, the “**Annual Contributions**”) shall include reimbursement for all of

Owner's actual construction costs (collectively, the "**Construction Costs**"), which shall include, but not be limited to: the actual cost of the design, permitting, and construction of the Park Facilities and the Additional Projects, and any related costs, including but not limited to, costs associated with utility relocations, mitigation (wetland and species), lighting and landscaping, sidewalks, stormwater management facilities, construction management and inspection, surveying, soils and material testing, soil remediation, permitting costs and fees, and bonding and insurance costs. Costs associated with the acquisition and conveyance of the Park Properties, including but not limited to, appraisal fees, legal fees, title commitment fees, title insurance premiums, documentary stamp taxes, real estate taxes, and any other customary closing costs are not eligible for reimbursement.

b. The City shall begin to set aside funding for the Contributions in an account beginning on October 1, 2016. The funding for the Contributions shall be generated by the increase in the ad valorem taxable value of the South/Central Properties, calculated in accordance with the formula provided in **Exhibit D**. As Owner completes each of the Park Primary Facilities, the other Park Facilities identified in **Exhibit "C"**, and each Additional Project, the Owner shall deliver to the City a certification of the Construction Costs incurred by Owner. Each certification shall be accompanied by invoices for the actual expenditures and any other documentation that the City may reasonably require. Reimbursement for Owner's Construction Costs shall be made by the City within 45 days of the City's receipt of Owner's certification. In the event there is not a sufficient amount of funding in the account to reimburse Owner, the balance due to Owner shall be paid by the City within 45 days of the City's receipt of additional revenue generated in accordance with the formula set forth in **Exhibit D**. In the event the City fails to remit any portion of the Contributions as and when required hereunder, said amount shall bear interest at the rate of 8% per annum from and after the date such payment was required to have been made until payment thereof, such interest payment to be in lieu of any interest which would otherwise be due under the Local Government Prompt Payment Act if applicable.

9. Park Impact Fees or Assessments. On September 15, 2016, the City Council of the City of Orlando, Florida (the "Orlando City Council"), adopted Ordinance No. 2016-65, establishing a city-wide parks impact fee. Subject to certain conditions, the parks impact fee ordinance entitles residential developers to credit against their park impact fee liability equal to the value of park improvements contributed to the City. Because this Agreement commits the City to contribute to Owner the Total Park Contribution, the Owner shall not be entitled to, nor eligible for, nor actually receive, park impact fee credits for the value of park improvements funded by the City's Total Park Contribution. However, Owner shall be entitled to, eligible for, and shall actually receive parks impact fee credits equal to the value of the Park Facilities and the Park Properties, contributed to the City by the Owner to the extent that such contribution, including Owner's Construction Costs, land costs and associated acquisition costs, exceed the City's Total Park Contribution. Additionally, to the extent that the Additional Contribution is used for park purposes, such contribution is likewise ineligible for park impact fee credits.

10. Limited Obligation of City.

a. The agreements by the City hereunder shall not constitute, nor be construed as, a general obligation or indebtedness of the City within the meaning of the Constitution or laws of

the State of Florida, but shall be limited to obligations payable solely from the amounts annually budgeted and appropriated by the City for such purposes. Neither the full faith and credit nor the taxing power of the City is pledged to the payments agreed to by the City hereunder. Owner shall have no right to compel the exercise of the ad valorem taxing power of the City or taxation in any form on any real or personal property for the payment of any amount agreed to by the City hereunder, nor shall Owner be entitled to payment of amounts owed by the City hereunder from any funds of the City other than funds annual budgeted and appropriated for such specific purposes.

b. Any funds budgeted and appropriated by the City in its annual budget to pay directly to Owner in accordance with the terms and conditions hereof, from legally available funds, shall at all times be subordinate to the City's obligations to be paid from Covenant Revenues (i) pursuant to any municipal bond, note or other debt instrument issued by the City under authority of the City's Capital Improvement Senior Bond Ordinance bearing Documentary No. 25329 enacted on December 9, 1991, as supplemented and amended, and the financing program implemented thereunder (the "**Covenant Program**") and (ii) under any loan or credit agreement or to any liquidity facility, now or hereafter, in place with respect to the Covenant Program.

11. Representations and Warranties of Owner. Owner, in addition to any other representations and warranties set forth herein, does hereby give and make the following representations and warranties, as of the date hereof, each of which is material and is being relied upon by the City. All of such representations and warranties are made to the best of Owner's knowledge and belief.

a. Owner has the full right, power and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of Owner hereunder.

b. Based upon Owner's knowledge and belief, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Owner of any provision of any agreement or other instrument to which Owner is a party nor shall it result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Owner.

c. Owner further represents and warrants that no one was paid a fee, commission, gift or other consideration by Owner as an inducement to entering into this Agreement.

Each and every one of the foregoing representations and warranties shall be true and correct as of the Effective Date of the Agreement.

12. Representations and Warranties of City. The City in addition to any other representations and warranties set forth herein, does hereby give and make the following representations and warranties, as of the date hereof, each of which is material and is being relied upon by Owner. All of such representations and warranties are made to the best of the City's knowledge and belief.

a. The City has the full right, power, and authority to enter into this Agreement and to consummate the transactions contemplated herein and to perform all covenants and agreements of the City hereunder.

b. This Agreement has been validly approved by the City Council, has been duly executed and delivered by the City and the enforceability hereof is not subject to impairment on the basis of any public policy or police power.

c. The City acknowledges and agrees that the obligations of Owner cannot be accomplished or completed without the involvement, joint participation and cooperation of certain other governmental entities that are not parties to this Agreement. Upon request by Owner and without any out-of-pocket expense to the City, the City will make reasonable efforts to assist Owner in acquiring all necessary, local, state, and federal permits, licenses, easements and other approvals to construct the improvements contemplated by this Agreement.

13. No Development Risk by City. No development risk shall be assumed by the City as a result of the entering into this Agreement. The funding contributions to be made by the City to Owner pursuant to this Agreement shall be generated solely from increases in the taxable value of the South/Central Properties resulting from development, and through the issuance of Park impact fee credits, if applicable.

14. Litigation and Attorneys' Fees. If any party to this Agreement shall bring suit in connection with the enforcement or interpretation of any provisions hereof, the prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other part(ies), in addition to any other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees and paralegals' fees incurred prior to trial, at trial and on appeal. The provisions of this subsection shall survive termination of this Agreement or any Closing hereunder.

15. Time of Essence. Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by either party hereto. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by either party shall not be deemed to be a waiver of the future performance or satisfaction thereof or of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing. Whenever a date specified herein shall fall on a Saturday, Sunday or legal holiday, the date shall be extended to the next succeeding business day.

16. Execution and Counterparts. To facilitate execution of this Agreement, the parties hereto agree that this Agreement may be executed and telecopied to the other parties and that the executed telecopy shall be binding and enforceable as an original; the parties agree to fully execute two originals of this Agreement. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

17. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

18. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Owner: Lake Nona Land Company, LLC
6900 Tavistock Lakes Blvd., Suite #200
Orlando, Florida 32827
Attention: James L. Zboril, President
Telephone: (407) 816-6598
Telecopy: (407) 859-0436

With a copy to: Lake Nona Land Company, LLC
6900 Tavistock Lakes Blvd., Suite #200
Orlando, Florida 32827
Attention: Michelle R. Rencoret, Vice President &
General Counsel
Telephone: (407) 816-6682
Telecopy: (407) 438-0207

And Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Sara W. Bernard, P.A.
Telephone: (407) 839-4200
Telecopy: (407) 650-0910

To Developer: Lake Nona Property Holdings, LLC
6900 Tavistock Lakes Blvd., Suite #200
Orlando, Florida 32827
Attention: James L. Zboril, President
Telephone: (407) 816-6680
Telecopy: (407) 859-0436

With a copy to: Lake Nona Property Holdings, LLC
6900 Tavistock Lakes Blvd., Suite #200
Orlando, Florida 32827
Attention: Michelle R. Rencoret, Vice President &
General Counsel
Telephone: (407) 816-6682
Telecopy: (407) 438-0207

And Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Sara W. Bernard, P.A.
Telephone: (407) 839-4211
Telecopy: (407) 650-0901

To City: City Clerk
City of Orlando
400 South Orange Avenue, 2nd Floor
Orlando, Florida 32801
Telephone: (407) 246-2251
Telecopy: (407) 246-3010
(With copy to the City Attorney (Facsimile: (407) 246-2854))

With Copy to: Chief Financial Officer
City of Orlando
400 South Orange Avenue, 4th Floor
Orlando, Florida 32801
Telephone: (407) 246-2341
Telecopy: (407) 246-2707

With Copy to: Director of Economic Development
City of Orlando
400 South Orange Avenue, 4th Floor
Orlando, Florida 32801
Telephone: (407) 246-2719
Telecopy: (407) 246-2848

To Escrow Agent: Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Sara W. Bernard, P.A.
Telephone: (407) 839-4211
Telecopy: (407) 650-0901

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

19. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The terms and provisions of this Agreement shall bind, and the benefits and advantages hereof shall inure to and be enforceable by, the parties hereto as well as their respective successors and permitted assigns. Whenever used herein, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Any causes of actions arising hereunder shall be tried in the Business Court Division of the Orange County Circuit Court.

20. Integrated Agreement, Waiver and Modification. This Agreement (together with the documents specifically referred to herein) represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, whether written or oral. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties, or if such modification, amendment or waiver is for the benefit of one or more of the parties hereto and to the detriment of the others, then the same must be in writing signed by all parties to whose detriment the modification, amendment or waiver inures.

21. Severability. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and interdependent provision and such holding shall not affect the validity of the remaining portion hereof.

22. Joinder of Escrow Agent. By acceptance of each Park Deed, Escrow Agent shall be bound by the provisions set forth in this Agreement with respect to Escrow Agent's obligations at the Closings. In any event, however, all parties agree that Escrow Agent shall have no liability or any further responsibility to any party or person whomsoever for any disbursement required in connection with each Closing unless such disbursement shall constitute a willful breach of the duties and obligations of Escrow Agent under this Agreement or gross negligence on the part of Escrow Agent. The City acknowledges that Escrow Agent is representing Owner and Developer in connection with the transaction contemplated hereby and the City hereby waives any conflict of interest arising from Escrow Agent's representation of Owner and Developer.

23. Further Assurances. Each party hereto shall each take all such additional actions and execute and deliver all such additional documents and instruments as may be required in order to fully effectuate all actions contemplated by this Agreement.

24. Assignment. Except as may be specifically provided herein, neither this Agreement, nor any interest or obligation hereunder, shall be assigned or conveyed in any manner by either party without the prior written consent of the other party except that the City

hereby accepts and agrees that any maintenance, construction, or conservation and monitoring obligations, or any easement rights of the Owner or Developer may be assigned to an existing or future property owners' association or CDD.

25. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties signed hereto and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

26. Force Majeure. Owner shall not be deemed to be in breach of this Agreement for failure to perform by any specified date due to acts of God, fire, flood, hurricane, epidemic, labor strike, act of terrorism, act of government, or any other cause or event beyond the reasonable control of and without fault of Owner. Under such circumstance, the dates so specified shall be extended for a period equal to the length of the delay caused by the force majeure, unless a different date or extension period is mutually agreed to by the City and Owner.

27. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the City and Owner. Owner has no authority to act on behalf of, or otherwise obligate or bind, the City in any manner. Each party hereby acknowledges that it is sophisticated and prudent in business transactions and is acting for its own account. Each party has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party hereby acknowledges that it is proceeding at its own risk and that the other party is not acting as a fiduciary for or an adviser to it with respect to this Agreement or any responsibility or obligation contemplated herein.

28. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the City hereunder.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Developer, Owner and the City have caused this Amended and Restated Developer's Agreement Regarding Lake Nona to be duly executed on the dates specified below.

Signed Sealed and Delivered
in the presence of:

“DEVELOPER”

LAKE NONA PROPERTY HOLDINGS, 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 this ____ day of _____, 2016 by James L. Zboril, as President of LAKE NONA PROPERTY HOLDINGS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Print Name of Notary)
Notary Public – State of Florida
Commission
Number: _____
My Commission
Expires: _____

Signed Sealed and Delivered
in the presence of:

“OWNER”

LAKE NONA LAND COMPANY, 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 this ____ day of _____, 2016 by James L. Zboril, as President of LAKE NONA LAND COMPANY, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification and who did/did not take an oath.

(Signature of Notary Public)

(Print Name of Notary)
Notary Public – State of Florida
Commission
Number: _____
My Commission
Expires: _____

Signed Sealed and Delivered
in the presence of:

“CITY”

CITY OF ORLANDO, a Florida municipality

Print Name: _____

By: _____

Its: _____

Date: _____

Print Name: _____

ATTEST:

_____, The City
Clerk

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

_____, The City Attorney, Orlando, Florida
Date: _____

LIST OF EXHIBITS

Exhibit "A"	Lake Nona DRI Legal Description
Exhibit "B"	South/Central Properties
Exhibit "C"	Park Facilities
Exhibit "D"	Contribution Examples
Exhibit "E"	Laureate Park Concept Plan
Exhibit "F"	Laureate Park Budget
Exhibit "G"	East Airfield Park Concept Plan
Exhibit "H"	East Airfield Park Budget

EXHIBIT A

LAKE NONA DRI LEGAL DESCRIPTION:

SE ¼, Sec. 1, T 24 S, R 30 E,

AND

E ½ of SE ¼ (less NW ¼ of N ½ of E ½ of SE ¼), Sec. 11, T 24 S, R 30 E,

AND

E ½ of NE ¼ (less SW ¼ of SE ¼ of NE ¼), Sec. 11, T 24 S, R 30 E,

AND

NW ¼ of SE ¼, Sec. 11, T 24 S, R 30 E, subject to and including easements of record,

AND

All of Sec. 12, T 24 S, R 30 E,

AND

All of Sec. 13, T 24 S, R 30 E,

AND

Sec. 14, T 24 S, R 30 E, (less W'ly 850 ft., and less Comm. at ½ Sec. Line on N line of sd. Sec. 14, th N 88° E along sd. N line 513.62 ft. for a POB, th S 01° E 130 ft., being 60 ft. W of and parallel to western boundary of a power line easement held by City of Orlando O.R.B. 1838, Page 953, th N 88° E 130 ft. S of and parallel to N line sd. Sec. 14, 560.51 ft., th N 01° W 130 ft. to sd. N line, th S 88° W along sd. N line 561.38 ft. to POB), subject to and including easements of record,

AND

SW ¼ of SW ¼, Sec. 15, T 24 S, R 30 E, (less W 30 ft. and less N 30 ft. for rd. R/W),

AND

Sec. 22, T 24 S, R 30 E, (less NW ¼ of NE ¼, and less NE ¼ of NW ¼, and less 50 ft. platted st. adjacent and contiguous with Lots 39 and 38 on N side of sd. Lots and less 50 ft. platted st. on E side of Lot 38, Lots 38 and 39, Orlando Kissimmee Farms, O/75,

AND

All of Sec. 23, T 24 S, R 30 E,

AND

All of Sec. 24, T 24 S, R 30 E,

AND

All of Sec. 25, T 24 S, R 30 E,

AND

All of Sec. 26, T 24 S, R 30 E,

AND

All of Sec. 27, T 24 S, R 30 E,

AND

S ½, Sec. 6, T 24 S, R 31 E, lying W of St. Rd. 15,

AND

All of Sec. 7, T 24 S, R 31 E, lying W of St. Rd. 15,

AND

All of Sec. 8, T 24 S, R 31 E, lying W of St. Rd. 15,

AND

All of the above lands lying and being in Orange County, Florida, less and except 120 ft. wide R/R R/W, as recorded in Official Records Book 3494, Page 2564, Public Records of Orange County, Florida, which is located East side Boggy Creek Road; 3/10 mile South of Wetherbee Road extending East to Narcoossee Road and Moss Park Road and North to Dowden Road, and one mile North of Osceola County line.
(Tract size: 6,678.5 Acres)

NOTE: "Tract size: 6,678.5 Acres" is per ORB 4863, Page 4586; Area of "Tract size" by calculation has been determined to be 6,711 Acres more or less, subject to an accurate survey of the premises.

TOGETHER WITH:

"POITRAS" PARCEL

DESCRIPTION:

That part of Sections 35 and 36, Township 24 South, Range 30 East, and Section 31, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Northeast corner of said Section 36, Township 24 South, Range 30 East and run S 89°28'56" W along the North line of the Northeast 1/4 of said Section 36 for a distance of 2434.55 feet to the North 1/4 corner of said Section 36; thence run N 89°34'38" W along the North line of the Northwest 1/4 of said Section 36 for a distance of 2626.92 feet to the Northwest corner of said Section 36; thence run N 89°17'38" W along the North line of the Northeast 1/4 of said Section 35, Township 24

South, Range 30 East for a distance of 2469.85 feet; thence run S 43°02'35" E for a distance of 756.20 feet; thence run S 30°42'55" E for a distance of 669.26 feet; thence run N 52°25'59" E for a distance of 477.78 feet; thence run N 23°57'20" E for a distance of 187.39 feet; thence run N 47°13'30" E for a distance of 145.28 feet; thence run N 79°24'33" E for a distance of 105.54 feet; thence run S 47°24'09" E for a distance of 40.21 feet; thence run S 05°17'00" W for a distance of 95.72 feet; thence run S 18°23'26" E for a distance of 128.08 feet; thence run S 09°27'44" W for a distance of 270.40 feet; thence run S 70°51'50" E for a distance of 558.69 feet; thence run S 52°56'50" E for a distance of 1861.98 feet; thence run N 61°21'24" E for a distance of 270.00 feet; thence run S 87°04'50" E for a distance of 595.00 feet; thence run S 49°55'35" E for a distance of 255.00 feet; thence run S 30°30'29" E for a distance of 235.00 feet; thence run N 41°57'19" E for a distance of 685.00 feet; thence run S 38°30'10" E for a distance of 306.00 feet; thence run N 68°05'14" E for a distance of 1695.00 feet; thence run N 44°16'07" E for a distance of 830.00 feet; thence run N 00°00'00" E for a distance of 245.00 feet; thence run N 31°31'35" W for a distance of 275.00 feet; thence run N 38°13'45" E for a distance of 800.00 to a point on the North line of the Northwest 1/4 of said Section 31, Township 24 South, Range 31 East; thence run S 89°41'45" W along said North line for a distance of 320.00 feet to the POINT OF BEGINNING.

"Poitras" parcel containing 281.883 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

TOGETHER WITH

"CARTER/GREENDALE" PARCEL

(Per description within Attorney's Title Insurance Fund, Inc., Title Commitment No. C-2663665, dated April 26, 1998)

DESCRIPTION

PART 1:

All of Sections 17, 18, 19, Township 24 South, Range 31 East, lying West of County Road No. 15 (S.R. 15 by signage) and North of those certain parcels as heretofore conveyed to the City of Orlando and Orlando Utilities Commission by deed dated March 23, 1984, and recorded in Official Records Book 3491, Page 539 through 543, inclusive, being more particularly described as follows:

Commence at the Southwest corner of Section 18, Township 24 South, Range 31 East for the POINT OF BEGINNING; thence run North 00 degrees 00 minutes 57 seconds West along the West line of said Section 18, a distance of 2640.39 feet to the West Quarter corner of said Section 18; thence continue North 00 degrees 13 minutes 11 seconds East along said West section line a distance of 2659.96 feet to the Northwest corner of said Section 18; thence run South 89 degrees 20 minutes 14 seconds East along the North line of said Section 18, a distance of 5319.73 feet to the Northwest corner of Section 17, Township 24 South, Range 31 East; thence run South 89 degrees 53 minutes 00 seconds East along the North line of said Section 17, a distance of 96.69 feet to a point on a non-tangent curve concave to the Southeast, and having a radius of 8627.42 feet, said point being on the West right-of-way line of State Road No. 15 (Narcoossee Road) as described and recorded in Deed Book 338, Page 39, Public Records of Orange County, Florida; thence from a tangent bearing of South 10 degrees 13 minutes 02 seconds West run Southerly 214.58 feet along the arc of said curve and said West right-of-way line through a central angle of 02 degrees 50 minutes 58 seconds; thence run North 82 degrees 37 minutes 56 seconds West along said West right of way line 16.97 feet to a point on a non-tangent curve, concave Southeast, and having a radius of 8644.42 feet; thence from a tangent bearing of South 07 degrees 22 minutes 02 seconds

West continue Southerly along said West right-of-way line 71.75 feet along the arc of said curve through a central angle of 00 degrees 28 minutes 32 seconds; thence continue South 06 degrees 53 minutes 29 seconds West along said right-of-way line a distance of 692.63 feet to the beginning of a curve, concave Southeasterly, having a radius of 5779.87 feet and a central angle of 00 degrees 02 minutes 50 seconds; thence run Southeasterly 4.75 feet along the arc of said curve to a point on the North line of the Orlando Utilities Commission land as described and as recorded in Official Records Book 3491, Page 539, of Orange County, Florida; thence run South 65 degrees 22 minutes 21 seconds West along said North line a distance of 307.71 feet to the beginning of a curve, concave Southeasterly, having a radius of 2000.00 feet and a central angle of 29 degrees 16 minutes 09 seconds; thence run Southwesterly 1021.71 feet along the arc of said curve to the end of said curve; thence continue South 36 degrees 06 minutes 12 seconds West along said North easement line 4081.45 feet to the South boundary of the Southwest Quarter of Section 18, Township 24 South, Range 31 East; thence continue South 36 degrees 06 minutes 12 seconds West 1942.35 feet to the beginning of a curve, concave Northwesterly having a radius of 1870.00 feet; thence run Southwesterly 856.80 feet along the arc of said curve through a central angle of 26 degrees 15 minutes 07 seconds to a point on the West boundary of the Northwest Quarter of Section 19, Township 24 South, Range 31 East; thence run North 00 degrees 06 minutes 57 seconds East along said West boundary a distance of 2136.21 feet to the POINT OF BEGINNING.

The above described parcel of land lies in Orange County, Florida.

Together with those easements reserved in Official Records Book 3491, Page 539 as assigned in Official Records Book 4424, Page 1870.

PART 2:

That part of Sections 18 and 19, Township 24 South, Range 31 East, Orange County, Florida lying South of Land conveyed to the Orlando-Orange County Expressway Authority by Warranty Deed recorded in O.R. Book 4275, Page 2484 and described in O.R. Book 4275, Pages 2486 through 2493 inclusive. Less right-of-way for County Road 15 (State Road 15 by signage)

LESS:

1) The East 3/4 of the South 1/4 of the Southeast 1/4 of said Section 18; the East 3/4 of the North 1/4 of the Northeast 1/4 of Section 19; the South 3/4 of the Northeast 1/4 of said Section 19; the East 1/2 of the Southeast 1/4 of said Section 19; the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 19; the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 19.

2) Beginning at the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 19, Township 24 South, Range 31 East, thence North 150 feet to a point on the Easterly line of the West 1/4 of the Northeast 1/4 of said Section 19, thence West and parallel with the Northerly boundary of said Section 19 a distance of 150 feet to a point, thence South and parallel with the North-South centerline of said Section 19 a distance of 150 feet more or less to a point on the Southerly line of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 19, thence Easterly along said Southerly line 150 feet more or less to the Point of Beginning.

3) Beginning at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 19, Township 24 South, Range 31 East, thence West 187.5 feet along the East-West centerline of said Section 19 to a point, thence South and parallel to the North-South centerline of said Section 19 a distance of 450 feet to a point, thence East 187.5 feet more or less to a point on the Easterly line of the West 1/4 of the Southeast 1/4 of said Section 19, thence North along said Easterly line 450 feet more or less to the Point of Beginning.

4) Beginning at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 19, Township 24 South, Range 31 East, thence West along the Northerly line of the South 1/4 of the Southeast 1/4 of said Section 19 a distance of 356 feet to a point, thence South and parallel to the North-South centerline of said Section 19 a distance of 168 feet to a point, thence East and parallel with the Southerly boundary of said Section 19 a distance of 356 feet more or less to a point on the Easterly line of the Southwest 1/4 of the Southeast 1/4 of said Section 19, thence North along said Easterly line 168 feet more or less to the Point of Beginning.

AND:

The North 250.00 feet of the East 3/4 of the South 1/4 of the Southeast 1/4 of Section 18, Township 24 South, Range 31 East, Orange County, Florida.

PART 3:

That part of Section 29, Township 24 South, Range 31 East, Orange County, Florida, lying West of County Road 15 (State Road 15 by signage).

AND:

All of Section 30, Township 24 South, Range 31 East, Orange County, Florida, Less right-of-way for County Road 15 (State Road 15 by signage).

LESS:

Beginning at the intersection of the Northerly boundary line of Section 30, Township 24 South, Range 31 East, and the Westerly right of way line of State Road 15, thence West on the Northerly boundary line of said Section 30, a distance of 690 feet to a point, thence South and parallel with the Westerly right-of-way line of said State Road 15, a distance of 975 feet to a point, thence East and parallel with the Northerly boundary line of said Section 30 a distance of 690 feet more or less to the Westerly right-of-way line of State Road 15, thence Northerly and along the Westerly right-of-way of said State Road 15, a distance of 975 feet more or less to the Point of Beginning.

"Carter/Greendale" parcel together containing 1475.897 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

LESS:

Legal Description for the GOAA Property
(Parcels A-1, A-2 and B-1)

PARCEL A-1

Parcel A-14

A tract of land lying in Section 11 and 14, Township 24 South, Range 30 East, described as follows:

Commence at the North Quarter corner of said Section 11 for a point of reference: thence run South 89°08'56" East, along the North Line of the Northeast Quarter of said Section 11, a distance of 1323.57 feet to the Northwest corner of the East one-half of the Northeast Quarter of said Section 11; thence continue South 89°08'56" East, along said North line 1145.00 feet; thence run South 00°02'02" East,

parallel with the West line of the said East one-half of the Northeast Quarter, 30.00 feet to a point on the South right-of-way line of Dowden Road, said point being the POINT OF BEGINNING; thence run South 89°08'56" East, along said South right-of-way line, 178.28 feet to a point lying on the East line of the Northeast Quarter of said Section 11; thence run South 00°30'16" West, along said East line, 2626.68 feet to the East Quarter corner of said Section 11; thence run South 00°16'52" East, along the East line of the Southeast Quarter of said section 11, a distance of 2650.34 feet to the Southeast corner of said Section 11; thence continue South 00°16'52" East, along the East line of the Northeast Quarter of aforesaid Section 14, a distance of 50.01 feet; thence run North 89°04'25" West, parallel with and 50.00 feet South of, perpendicular measure, the North line of the Northeast Quarter of said Section 14, a distance of 1509.29 feet; thence run North 00°21'22" East, 50.00 feet to a point lying on said North line of the Northeast Quarter of Section 14; thence run South 89°04'25" East, 216.86 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of aforesaid Section 11; thence run North 00°25'38" West, along the West line of said Southeast Quarter of the Southeast Quarter, 1325.58 feet to the Southeast corner of the Northwest Quarter of said Southeast Quarter of Section 11; thence continue North 00°25'38" West, along the East line of the said Northwest Quarter of the Southeast Quarter, 662.79 feet to the Southwest corner of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of said Section 11; thence run South 89°03'05" East, along the South line of said Northwest Quarter of the Northeast Quarter of the Southeast Quarter, 648.48 feet to the Southeast corner of said Northwest Quarter of the Northeast Quarter of the Southeast Quarter; thence run North 00°21'15" West, along the East line of said Northwest Quarter of the Northeast Quarter of the Southeast Quarter, 662.69 feet to the Southeast corner of the Northwest Quarter of the Southeast Quarter of the Northeast Quarter of said Section 11; thence run North 00°14'07" East, 663.90 feet to the Northeast Corner of said Southwest Quarter of the Southeast Quarter of the Northeast Quarter; thence run North 89°04'14" West, along the North line of said Southwest Quarter of the Southeast Quarter of the Northeast Quarter, 652.44 feet to the Northwest Corner of said Southwest Quarter of the Southeast Quarter of the Northeast Quarter; thence run North 00°02'02" West, along the West line of the East one-half of the Northeast Quarter of said Section 11, a distance of 520.93 feet, to a point being South 00°02'02" East, 1470.00 feet from the aforesaid Northwest corner of the East one-half of the Northeast Quarter; thence run South 89°08'56" East, parallel with the North line of the aforesaid Northeast Quarter, 1095.00 feet; thence run North 00°02'02" West, 1345.00 feet; thence run North 45°24'37" East, 70.16 feet; thence run North 00°02'02" West, parallel with the said West line of the East one-half of the Northeast Quarter, 45.00 feet to the POINT OF BEGINNING.

The above described tract of land lies in Orange County, Florida and contains 103.485 acres, more or less.

Parcel A-15

A tract of land lying in Section 11, Township 24 South, Range 30 East, described as follows:

Commence at the North Quarter corner of said section 11 for a point of reference; thence run South 00°34'23" East, along the West line of the Northeast Quarter of said Section 11, a distance of 2652.69 feet to the Northwest corner of the Northwest Quarter of the Southeast Quarter of said Section 11 for the POINT OF BEGINNING; thence run South 89°02'38" East, along the North line of the said Northwest Quarter of the Southeast Quarter, 1298.64 feet to the Northeast corner of the said Northwest Quarter of the Southeast Quarter; thence run South 00°25'38" East, along the East line of the said Northwest Quarter of the Southeast Quarter, 1325.58 feet to the Southeast corner of the said Northwest Quarter of the Southeast Quarter; thence run North 89°03'31" West, along the South line of said Northwest Quarter of the Southeast Quarter, 1295.26 feet to the Southwest corner of the said Northwest Quarter of the Southeast Quarter; thence run North 00°34'23" West, along the West line of the said Northwest Quarter of the Southeast Quarter, 1326.00 feet to the POINT OF BEGINNING.

The above described tract or land lies in Orange County, Florida and contains 39.461 acres, more or less.

Parcels A-14 and A-15 constitute Parcel A-1.

ALSO LESS:

PARCEL A-2

A tract of land lying in Sections 14, 22, 23, 26 and 27, Township 24 South, Range 30 East, described as follows:

Commence at the Northwest corner of said Section 14 for a point of reference: thence run South 89°06'15" East, along the North line of the Northwest Quarter of said Section 14, a distance of 850.00 feet to the POINT OF BEGINNING; thence continue South 89°06'15" East, along said North line, 1799.93 feet to the North Quarter corner of said Section 14; thence run South 89°04'25" East, along the North line of the Northeast Quarter of said Section 14, 513.00 feet; thence run South 00°21'22" West, parallel with and 60.00 feet West of, perpendicular measure, the West line of a power line easement as recorded in Official Records Book 1838, Page 953 of the Public Records of Orange County, Florida, a distance of 130.01 feet; thence run South 89°04'25" East, parallel with and 130.00 feet South of, perpendicular measure, the aforesaid North line of the Northeast Quarter, 195.01 feet to a point lying on the East line of the above said power line easement; Thence run South 00°21'22" West, along said East line, 10,362.03 feet to a point lying on the Northerly right-of-way line of an Orlando Utilities Commission Railroad right-of-way as recorded in Official Records Book 3494, Page 2564 of said Public Records; thence run South 67°05'12" West, along said Northerly right-of-way line, 3034.21 feet to the point of curvature of a curve concave Northerly; thence run Westerly, along said Northerly right-of-way line and said curve, having a radius length of 2030.00 feet, a central angle of 59°26'58", an arc length of 2106.30 feet, a chord length of 2013.08 feet and a chord bearing of North 83°11'19" West to the point of tangency; thence run North 53°27'50" West, along said Northerly right-of-way line, 318.57 feet; thence, departing said Northerly right-of-way line, run North 00°42'08" West, parallel with and 1000.00 feet East of, perpendicular measure, the West line of the East one-half of the aforesaid Section 22 and the Southerly extension thereof, 4703.96 feet to the South line of the Northwest Quarter of the Northeast Quarter of said Section 22; thence run South 88°13'52" East, along said South line, 345.75 feet to the Southeast corner of said Northwest Quarter of the Northeast Quarter; thence run North 00°13'01" West, along the East line of said Northwest Quarter of the Northeast Quarter, 1322.74 feet to the Northeast corner of said Northwest Quarter of the Northeast Quarter; thence run South 88°30'59" East, along the North line of said Northeast Quarter of Section 22, a distance of 1357.62 feet to the Northeast corner of said Section 22; thence run South 88°31'04" East, along the North line of the Northwest Quarter of the aforesaid Section 23, 850.01 feet; thence run North 01°46'11" East, along the East line of the West 850.00 feet of said Section 14, a distance of 2662.83 feet to the South line of the Northwest Quarter of said Section 14; thence run North 00°45'22" East, along said East line of the West 850.00 feet, a distance of 2664.47 feet to the POINT OF BEGINNING.

The above describe tract of land lies in Orange County, Florida and contains 1010.253 acres, more or less.

ALSO LESS:

PARCEL B-1

A tract of land lying in Sections 15, 22 and 27, Township 24 South, Range 30 East described as follows:

Commence at a 6" x 6" concrete monument being the West Quarter corner of said Section 22 for the POINT OF BEGINNING; thence run North 01°10'31" East, along the West line of the Northwest Quarter

of said Section 22, a distance of 2544.87 feet to the Northwest corner of said Section 22; thence run North 00°49'13" East, along the West line of the Southwest Quarter of the aforesaid Section 15, a distance of 1334.48 feet to the Northwest corner of the Southwest Quarter of said Southwest Quarter of Section 15; thence run South 89°25'07" East, along the North line of said Southwest Quarter of the Southwest Quarter, 1315.15 feet to the Northeast corner of said Southwest Quarter of the Southwest Quarter; thence run South 00°42'01" West, along the East line of said Southwest Quarter of the Southwest Quarter, 1325.85 feet to the Southeast corner of said Southwest Quarter of the Southwest Quarter; thence run South 00°13'14" West, along the West line of the Northeast Quarter of the Northwest Quarter of the aforesaid Section 22, a distance of 1294.25 feet to the Southwest corner of said Northeast Quarter of the Northwest Quarter; thence run South 88°51'09" East, along the South line of said Northeast Quarter of the Northwest Quarter, 1339.36 feet to the Southeast corner of said Northeast Quarter of the Northwest Quarter; thence run South 88°13'52" East, along the South line of the Northwest Quarter of the Northeast Quarter of said Section 22, a distance of 1000.93 feet; thence, departing said South line, run South 00°42'08" East, along a line parallel with and 1000.00 feet East of, perpendicular measure, the West line of the East one-half of said Section 22 and the Southerly extension thereof, 4703.96 feet to a point lying on the Northerly right-of-way line of an Orlando Utilities Commission Railroad right-of-way as recorded in Official Records Book 3494, Page 2564 of the Public Records of Orange County, Florida; thence run North 53°27'50" West, along said Northerly right-of-way line, 2884.97 feet to a point lying on the East right-of-way line of an unnamed road, having a right-of-way width of 50.00 feet, lying Easterly of and contiguous to Lot 38 of Orlando-Kissimmee Farms, according to the plat thereof, as recorded in Plat Book "O", Page 75 of said Public Records; thence, departing said Northerly railroad right-of-way line, run North 00°41'00" West, along said East right-of-way line, 358.97 feet to a point lying on the North right-of-way line of an unnamed road, having a right-of-way width of 50.00 feet, lying Northerly of and contiguous to, Lots 38 and 39 of said Orlando-Kissimmee Farms, thence run North 89°09'16" West, along said North right-of-way line, 489.97 feet to the point of intersection with the aforesaid Northerly railroad right-of-way line; thence run North 53°27'50" West, along said Northerly right-of-way line, 1030.33 feet to a point lying on the Easterly right-of-way line of Boggy Creek Road (State Project Number 83); thence run North 00°41'00" West, along said Easterly right-of-way line, 52.74 feet to the point of curvature of a curve concave Southwesterly; thence run Northwesterly, along said Easterly right-of-way line and said curve, having a radius length of 862.45 feet, a central angle of 28°07'12", an arc length of 423.28 feet, a chord length of 419.04 feet and a chord bearing of North 14°44'36" West to the intersection with the West line of the Southwest Quarter of the aforesaid Section 22; thence run North 02°23'12" West, along said West line, 361.25 feet to the POINT OF BEGINNING.

TOGETHER WITH:

A tract of land lying in Section 22, Township 24 South, Range 30 East described as follows:

Commence at a 6" x 6" concrete monument, being the West Quarter corner of said Section 22, for a point of reference; thence run South 02°23'12" East, along the West line of the Southwest Quarter of said Section 22, a distance of 906.40 to the point of intersection with the Southerly right-of-way line of an Orlando Utilities Commission Railroad right-of-way; thence run South 53°27'50" East, along said Southerly right-of-way line, 107.49 feet to the POINT OF BEGINNING; thence continue South 53°27'50" East, along said Southerly right-of-way line, 772.13 feet to a point lying on the North right-of-way line of an unnamed road, having a right-of-way width of 50.00 feet, lying North of and contiguous to Lots 38 and 39 of Orlando-Kissimmee Farms, according to the plat thereof, as recorded in Plat Book "O", Page 75 of the Public Records of Orange County, Florida; thence run North 89°09'18" West, along said North right-of-way line, 615.09 feet to the East right-of-way line of Boggy Creek Road (State Project Number 83); thence run North 00°41'00" West, along said East right-of-way line, 450.63 feet to the POINT OF BEGINNING.

TOGETHER WITH:

A tract of land lying in Section 22, Township 24 South, Range 30 East, described as follows:

Commence at a 6" x 6" concrete monument, being the West Quarter corner of said Section 22 for a point of reference; thence run South 02°23'12" East, along the West line of the Southwest Quarter of said Section 22, a distance of 906.40 feet to the point of intersection with the Southerly right-of-way line of an Orlando Utilities Commission Railroad right-of-way; thence run South 53°27'50" East, along said Southerly right-of-way line, 1752.89 feet to the POINT OF BEGINNING; thence continue South 53°27'50" East, along said Southerly right-of-way line, 308.84 feet to a point lying on the Easterly extension of the South line of Lot 38 of Orlando-Kissimmee Farms, according to the plat thereof, as recorded in Plat Book "O", Page 75 of the Public Records of Orange County, Florida; thence run North 89°09'18" West, along said South line, 246.02 feet to the East right-of-way line of an unnamed road, having a right-of-way width of 50.00 feet, lying East of and contiguous to said Lot 38; thence run North 00°41'00" West, along said East right-of-way line, 180.25 feet to the POINT OF BEGINNING.

The above described tracts of land lie in Orange County, Florida and contain 366.464 acres, more or less.

ALSO LESS:

Area acquired by GOAA for 4th Runway DRI:

A tract of land lying in Section 11, Township 24 South, Range 30 East, described as follows:

The East ½ of the Northeast ¼ of Section 11, Township 24 South, Range 30 East, LESS that portion taken by Greater Orlando Aviation Authority under Case No. C191-691 in Official Records Book 4277, Page 2260; ALSO LESS the Southwest ¼ of the Southeast ¼ of the Northeast ¼ of said Section 11, Township 24 South, Range 30 East, Orange County, Florida; ALSO LESS LAKE NONA WASTEWATER TREATMENT FACILITY PHASE 1 (per O.R.B. 4767, Page 297) being a part of Section 11, Township 24 South, Range 30 East, Orange County, Florida, described as follows: Commence at the Northwest corner of the Northeast ¼ of the Northeast ¼ of said Section 11; thence N. 88°46'18" E, along the north line thereof, 1020.31 feet; thence S. 01°13'42" E., 30.00 feet to the south right-of-way line of Dowden Road and the POINT OF BEGINNING; thence N. 88°46'18" E, along said south right-of-way line, 125.16 feet; thence S. 02°06'59" E., 45.00 feet; thence S. 43°19'40" W., 70.16 feet; thence S. 02°06'59" E., 685.00 feet; thence S. 87°53'01" W., 401.48 feet; thence N. 02°15'00" W., 548.54 feet; thence S. 88°00'00" E., 330.18 feet; thence N. 02°30'00" W., 256.24 feet to the POINT OF BEGINNING.

The above described tract of land lies in Orange County, Florida and contains 31.525 acres, more or less.

The sum total acreage of all the herein described parcels included in the "Lake Nona DRI" comprises 6,917 Acres more or less, subject to an accurate survey of the premises.

TOGETHER WITH:

That part of Section 18, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Southeast 1/4 of said Section 18; thence N00°08'50"E along the East line of said Southeast 1/4 of said Section 18 for a distance of 409.14 feet to a line that is 250.00 feet

South of and parallel with the North line of the South 1/4 of the Southeast 1/4 of said Section 18; thence N89°40'00"W along said parallel line, 102.01 feet to the West line of Parcel 808E (Slope Easement), as recorded in Official Records Book 9838, Page 6028, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence continue N89°40'00"W along said parallel line, 692.08 feet; thence S10°40'45"E, 71.91 feet; thence S16°26'07"E, 122.45 feet; thence S31°17'27"E, 126.18 feet; thence S89°03'22"E, 230.44 feet; thence N67°12'12"E, 168.36 feet; thence S72°42'07"E, 139.97 feet; thence N72°27'46"E, 61.51 feet to the Southerly prolongation of the aforesaid West line of Parcel 808E (Slope Easement); thence N00°08'50"E along said Southerly prolongation and said West line, 253.55 feet to the POINT OF BEGINNING.

Containing 4.117 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

AND

That part of Sections 18 and 19, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of the Northeast 1/4 of said Section 19; thence S00°56'38"W along the East line of the Northeast 1/4 of said Section 19 for a distance of 1554.79 feet; thence departing said East line run N89°47'07"W, 72.00 feet to the West right-of-way line of Narcoossee Road and the Common Boundary Line as described in the Boundary Line Agreement in Official Records Book 9987, Page 6166, of the Public Records of Orange County, Florida; thence continue N89°47'07"W along said Common Boundary Line, 2111.37 feet to the POINT OF BEGINNING; thence departing said Common Boundary Line run N03°06'54"E, 47.23 feet; thence N00°45'30"E, 89.56 feet; thence N12°43'12"W, 79.85 feet; thence N19°43'01"W, 112.15 feet; thence N05°20'44"E, 38.61 feet; thence N19°55'21"E, 13.90 feet; thence N23°54'50"E, 17.63 feet; thence N01°54'35"E, 35.58 feet; thence N35°54'27"E, 22.38 feet; thence N10°59'19"E, 101.57 feet; thence N27°09'01"E, 114.98 feet; thence N40°32'52"E, 67.18 feet; thence N42°55'31"E, 108.99 feet; thence N23°20'44"E, 77.26 feet; thence N52°55'30"E, 28.23 feet; thence N34°56'03"E, 47.84 feet; thence N40°43'53"E, 77.06 feet; thence N31°52'36"E, 95.22 feet; thence N40°07'57"E, 73.83 feet; thence N18°37'53"E, 36.63 feet; thence N30°44'43"E, 66.93 feet; thence N17°44'32"E, 82.37 feet; thence N02°11'55"E, 73.98 feet; thence N02°22'02"E, 66.69 feet; thence N01°07'37"W, 77.97 feet; thence N02°16'50"E, 49.96 feet; thence N22°46'30"W, 73.25 feet; thence N28°37'27"W, 77.77 feet; thence N42°54'36"W, 45.92 feet; thence N34°25'32"W, 53.91 feet; thence N55°56'18"W, 51.78 feet; thence N67°44'54"W, 69.05 feet; thence N80°21'21"W, 21.03 feet to the West line of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of the aforesaid Section 18; thence S00°11'30"W along said West line, 251.58 feet to the Southwest corner of said Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 18; thence S00°29'18"W along the East line of the West 1/4 of the Northeast 1/4 of the aforesaid Section 19 for a distance of 511.31 feet to the North line of Parcel II, as described in Official Records Book 9455, Page 1051, of the Public Records of Orange County, Florida; thence N89°41'03"W along said North line, 150.00 feet to the West line of said Parcel II; thence S00°20'13"W along said West line, 150.16 feet to the South line of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 19; thence N89°44'39"W along said South line, 512.36 feet to the West line of the Northeast 1/4 of said Section 19; thence S00°20'13"W along said West line, 897.36 feet to the aforesaid Common Boundary Line as described in said Boundary Line Agreement in Official Records Book 9987, Page 6166; thence S89°47'07"E along said Common Boundary Line, 454.99 feet to the POINT OF BEGINNING.

Containing 14.567 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

AND

That part of Section 19, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of the Northeast 1/4 of said Section 19; thence S00°56'38"W along the East line of the Northeast 1/4 of said Section 19 for a distance of 1554.79 feet; thence departing said East line run N89°47'07"W, 72.00 feet to the West right-of-way line of Narcoossee Road and the Common Boundary Line as described in the Boundary Line Agreement in Official Records Book 9987, Page 6166, of the Public Records of Orange County, Florida; thence continue N89°47'07"W along said Common Boundary Line, 2111.37 feet to the POINT OF BEGINNING; thence departing said Common Boundary Line run S03°06'54"W, 32.58 feet; thence S10°25'44"E, 81.11 feet; thence S10°23'35"E, 91.20 feet; thence S13°27'06"E, 78.96 feet; thence S14°03'16"E, 140.50 feet; thence S15°14'15"E, 187.65 feet; thence S28°03'09"E, 98.01 feet; thence S27°41'07"E, 126.18 feet; thence S16°53'33"E, 121.09 feet; thence S06°50'11"E, 264.37 feet; thence S43°17'16"W, 60.19 feet; thence S49°51'44"W, 123.57 feet; thence S21°28'58"E, 64.14 feet; thence S30°15'18"E, 54.77 feet; thence S67°11'16"E, 58.07 feet; thence S51°59'52"E, 126.17 feet; thence S25°15'33"E, 113.50 feet; thence S06°43'58"E, 112.25 feet; thence S02°30'30"E, 144.37 feet; thence S03°13'41"E, 25.23 feet to the South line of lands described in Official Records Book 9627, Page 4860, of the Public Records of Orange County, Florida; thence N89°38'42"W along said South line, 249.59 feet to the Easterly line of the West 1/4 of the Southeast 1/4 of said Section 19; thence N00°20'29"E along said Easterly line, 347.63 feet to the Westerly line of lands described in said Official Records Book 9627, Page 4860; thence N89°55'33"W along said Westerly line, 187.46 feet; thence N00°20'13"E along said Westerly line, 450.00 feet to the Northerly line of the Northwest 1/4 of the Southeast 1/4 of said Section 19; thence N89°55'33"W along said Northerly line, 469.23 feet to the Northwest corner of said Southeast 1/4 of said Section 19; thence N00°20'13"E along the Westerly line of the Northeast 1/4 of said Section 19 for a distance of 1088.64 feet to the aforesaid Common Boundary Line as described in said Boundary Line Agreement in Official Records Book 9987, Page 6166; thence S89°47'07"E along said Common Boundary Line, 454.99 feet to the POINT OF BEGINNING

Containing 19.399 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

AND

That part of Section 19, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Southeast 1/4 of said Section 19; thence S89°46'37"W along the South line of said Southeast 1/4 for a distance of 591.12 feet to the POINT OF BEGINNING; thence continue along said South line S89°46'37"W, 721.97 feet to the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 19; thence N00°20'46"E along said East line, 490.85 feet; thence S89°46'37"W along the East line of lands described in Official Records Book 5561, Page 2529, of the Public Records of Orange County, Florida, 355.98 feet; thence N00°20'13"E along said East line, 15.60 feet to a point on a non-tangent curve concave Northwesterly having a radius of 230.00 feet and a chord bearing of N43°52'26"E; thence departing said East line run Northeasterly along the arc of said curve through a central angle of 55°17'28" for a distance of 221.95 feet to a non-tangent line; thence S56°40'02"E, 47.08 feet; thence S56°40'27"E, 27.58 feet; thence S69°13'10"E, 147.37 feet; thence S67°54'18"E, 81.70 feet; thence S00°00'30"W, 10.79 feet; thence S67°54'18"E, 84.69 feet; thence S66°07'45"E, 161.77 feet; thence N45°00'30"E, 12.79 feet; thence S49°33'07"E, 110.23 feet; thence S44°07'30"E, 163.76 feet; thence S44°50'17"E, 94.61 feet; thence S43°57'36"E, 191.87 feet; thence S24°44'13"E, 42.64 feet to the POINT OF BEGINNING.

Containing 6.430 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

AND

That part of Section 19, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

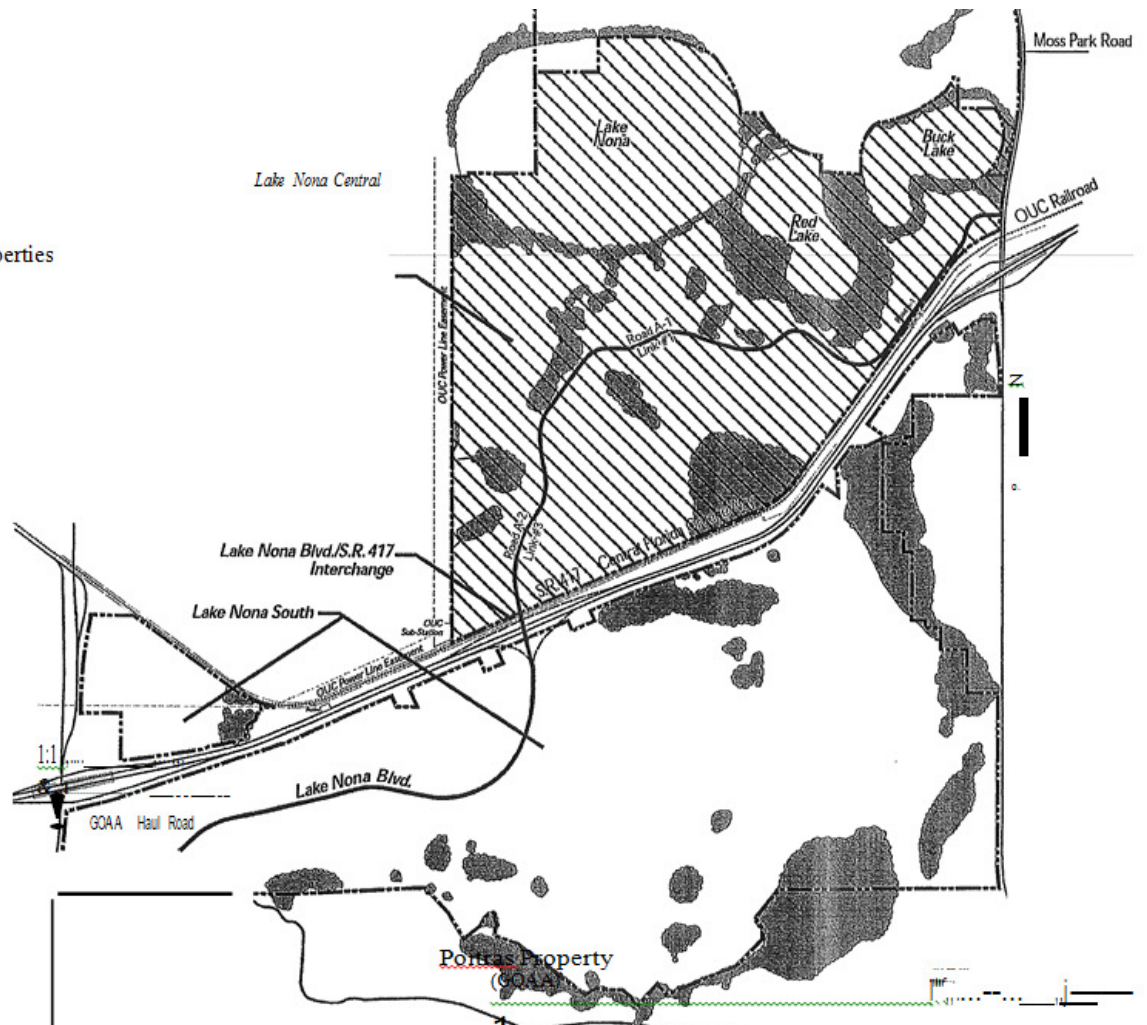
Commence at the Southeast corner of the Southeast 1/4 of said Section 19; thence S89°46'37"W along the South line of said Southeast 1/4 for a distance of 1313.09 feet to the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 19; thence N00°20'46"E along said East line, 490.85 feet; thence S89°46'37"W along the East line of lands described in Official Records Book 5561, Page 2529, of the Public Records of Orange County, Florida, 355.98 feet; thence N00°20'13"E along said East line, 168.00 feet to the North line of the Southeast 1/4 of the Southwest 1/4, of the Southeast 1/4 of said Section 19; thence S89°51'04"W along said North line 67.77 feet to the POINT OF BEGINNING; thence continue S89°51'04"W along said North line, 232.82 feet to the Easterly line of the West 1/4 of the Southeast 1/4 of said Section 19; thence N00°20'29"E along said Easterly line, 1180.08 feet to the North line of lands described in Official Records Book 7098, Page 1440, of the Public Records of Orange County, Florida; thence S89°38'42"E along said North line, 248.95 feet; thence departing said North line run S05°46'34"E, 103.15 feet; thence S08°42'07"E, 88.25 feet; thence S03°33'13"E, 137.27 feet; thence S19°20'39"W, 5.08 feet; thence S01°23'15"E, 129.17 feet; thence S16°16'28"W, 124.89 feet; thence S08°38'36"W, 117.81 feet; thence S05°19'31"E, 89.98 feet; thence S08°57'52"E, 137.81 feet; thence S13°49'55"E, 115.04 feet; thence S23°12'35"W, 155.96 feet to the POINT OF BEGINNING.

Containing 7.141 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

**EXHIBIT B-1
SOUTH/CENTRAL PROPERTIES**

LAKE NONA CENTRAL AND LAKE NONA SOUTH

Exhibit B
South / Central Properties
06.20.2007



The map displays the Lake Nona area in Orlando, Florida, with a red outline highlighting a specific region. Key features include:

- Roads:** Central Florida Greenway, Weller Blvd, Snell Ln, Banting Ter, Backer Ct, Haber Ct, Border Ct, and various other streets.
- Land Parcels:** Lake Nona Land Co LLC (149.3 acres), Narcossee Land Holding Two LLC (10.5 acres +), Lake Nona Landing LLC, and Lake Nona Holdings LLC.
- Landmarks:** Valencia Comm College Lake Nona Camp, a golf course, and a tower site.
- Other Labels:** Lake Nona, Lake Nona Land Co LLC, Narcossee Land Holding Two LLC, Lake Nona Landing LLC, Lake Nona Holdings LLC, and various other locations.

EXHIBIT C
PARK FACILITIES

LAUREATE PARK

Total Acres Approx. 345.0 Acres

Phase I – Active Park Primary Facilities

Active Park Areas Approx. 20.2 Acres

Primary Facilities Description - 4 soccer fields, restroom & concession facility, tot lot, shade structures, multi-use trails, driveways, parking site furnishings, sidewalks and limited wayfinding signage

Phases II & III – Other Facilities

Total Acres	Approx. 324.8 Acres
Phase II	Approx. 112.1 Passive Park Acres
Phase III	Approx. 212.7 Passive Park Acres

Other Facilities Description - Multi-use trail, lakefront walk, lake overlook, Existing Veterans Memorial Park

EAST AIRFIELD PARK

Active Park Primary Facilities

Total Acres Approx. 25.2 Acres

Primary Facilities Description - 4 softball fields, restroom & concession facility, tot lot, shade structures, sit furnishings, multi-use trail, parking lot

EXHIBIT D

Contribution Examples

Maximum Annual Rebate

The example below illustrates the calculation of the Maximum Annual Rebate which is the City's maximum contribution toward the Annual Park Contributions and the Annual Additional Contributions (collectively, the "Annual Contributions"). The Maximum Annual Rebate due and payable by the City for a given Tax Year "X" on June 1st of year "X+1", or within 30 days of the City's receipt of the 2nd Certification of Final Taxable Value (DR-422 Form) for Tax Year "X" and all other necessary information from the Orange County Property Appraiser, whichever is later, shall be determined as follows:

Maximum Annual Rebate = $(a-b)*c*d*(.325)$, where:

a = the final adjusted assessed taxable value of the South/Central Properties for Year X;

b = the 2006 Base Value = \$43,733,336.00;

c = the millage rate adopted by the City for Fiscal Year "X+1"; and

d = .96, representing the maximum statutory discount.

For example, for Tax Year 2016, the Maximum Annual Rebate that would be due and payable by the City on June 1st, 2017 (Fiscal Year 2017), or within 30 days of the City's receipt of the 2nd Certification of Final Taxable Value (DR-422 Form) for Tax Year 2016 and all other necessary information from the Orange County Property Appraiser, whichever is later, would be \$1,552,467, where:

a = \$791,983,109 (projected 2016 taxable value at the time of entering Agreement);

b = \$43,733,336;

c = 0.0066500 Fiscal Year 2017 millage rate; and

d = .96, representing the maximum statutory discount.

Actual Annual Contributions

The Actual Annual Contributions due and payable by the City for any given tax year shall be the tax revenue available after the Lake Nona South/Central Properties' proportionate share of budgeted police and fire costs have been deducted from the City's available tax revenue from the South/Central Properties for that year, up to the Maximum Annual Rebate. If the calculation produces a negative number, the Actual Annual Contribution for that year will be \$0. The Actual Annual Contribution due and payable by the City for a given Tax Year "X" on June 1st of year "X+1", or within 30 days of the City's receipt of the 2nd Certification of Final Taxable Value (DR-422 Form) for Tax Year "X" and all other necessary information from the Orange County Property Appraiser, whichever is later, shall be determined as follows:

Actual Annual Contribution = $(a*b*c) - [(d+e)*(a/f)*(g/(d+e))]$, where:

a = the final adjusted assessed taxable value of the South/Central Properties for Tax Year X;

b = the millage rate adopted by the City for Fiscal Year X+1; and

c = .96, representing the maximum statutory discount.

d = original adopted Police budget for Fiscal Year X+1

e = original adopted Fire budget for Fiscal Year X+1

f = Citywide Taxable Value

g = Citywide net ad valorem property tax revenues (after CRA payments and rebates)

For example, for Tax Year 2016, the Actual Annual Contribution that would be due and payable by the City on June 1st, 2017, or within 30 days of the City's receipt of the 2nd Certification of Final Taxable Value (DR-422 Form) for Tax Year 2016 and all other necessary information from the Orange County Property Appraiser, whichever is later, would be \$601,983, where:

a = \$791,983,109 (projected 2016 taxable value at the time of entering Agreement);
b = 0.0066500 Fiscal Year 2017 millage rate;
c = .96;
d = \$136,838,570 (page 7 FY 2017 Budget in Brief)
e = \$99,939,382 (page 7 FY 2017 Budget in Brief)
f = \$24,892,719,163 (Form DR422 from Property Appraiser)
g = \$139,994,257 (City of Orlando Budget Office Spreadsheet).

In the event that the City is unable to obtain the necessary information from the Orange County Property Appraiser by December 1st of year X+1 both parties agree to revisit this agreement and work towards an alternative method of determining the Maximum Annual Rebate and Actual Annual Contributions

EXHIBIT E
LAUREATE PARK CONCEPT PLAN

[See Attached 2 Pages]



Exhibit E
Laureate Park
Concept Plan
[1 of 2]
December 2, 2016

PARK PHASE III
Total Passive Park Acres 212.7 Acres
SMA 11 West Lake 19.7 Acres
PCN 174.7 Acres
Passive Park Areas 18.3 Acres

+/- 5,100 LF Multi-Use Trails
+/- 10,000 LF Informal Trails

PARK PHASE II
Total Passive Park Acres 112.1 Acres
SMA 12 East Lake 50.5 Acres
PCN 36.9 Acres
Passive Park Areas 24.7 Acres

SMA 12 Lake Edge Trails
• Multi-Purpose Trail Loop
• Lakefront Walk

West Park Entry
• Lake Overlook
• Veterans' Park (existing)

+/- 1,600 LF Multi-Use Trails
+/- 1,100 LF Informal Trails

PARK PHASE I
Total Acres 20.2 Acres
Active Park 20.2 Acres


Active Park
• 1 - Restroom / Concession Facility
• 4 - 325' x 200' Soccer Fields
• Parking and Entry Drive (asphalt)
• Multi Use Trail
• Sidewalks (concrete)
• Site Furnishings
• Signage

+/- 2,250 LF Multi-Use Trails
+/- 5,050 LF Informal Trails
+/- 1,000 LF Shared Sidewalks



Acreage Program

Park Acres	
Phase I	20.2 Acres
Phase II	112.1 Acres
Phase III	212.7 Acres
Total Park Acres	345.0 Acres
Active Park Acres	20.2 Acres
Passive Park Acres	324.8 Acres



LAKE NONA®
 Exhibit E
 Laureate Park Phase 1 Primary Facilities
 Concept Plan
 [2 of 2]
 December 2, 2016
 Total Acreage = 20.2 Acres

- 1** 8' MULTI-USE TRAIL
- 2** MAIN ENTRANCE
- 3** PARKING LOT (+/- 150 SPACES)
- 4** FLEXIBLE PLAZA SPACE
- 5** RESTROOM & CONCESSION FACILITY
- 6** GREEN SPACE
- 7** PLAYGROUND
- 8** 4 - 325' X 200' SOCCER FIELDS
- 9** SEATING GROVE
- 10** SHADE SHELTER
- 11** OVERLOOK VIEWING AREA W/ BENCHES
- 12** FENCING
- 13** PASSIVE PARK AREA
- 14** FUTURE DEVELOPMENT
- 15** SIDEWALKS

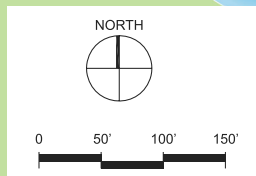


Exhibit F:
Laureate Park Primary Facilities
Preliminary Estimates Only

ITEM DESCRIPTION (Total site active park at 20.2 Acres +/-)	QUANTITY	UNIT	UNIT COST	EXTENSION
GENERAL CONDITIONS				
Project Management and Supervision	9	mos	\$ 12,500.00	\$ 112,500
On Site Temporary Facilities	9	mos	\$ 4,800.00	\$ 43,200
Permits	1	LS	\$ 40,000.00	\$ 40,000
Mobilization	1	LS	\$ 28,000.00	\$ 28,000
Equipment & Logistics	9	mos	\$ 3,500.00	\$ 31,500
Survey	1	LS	\$ 65,000.00	\$ 65,000
Design Fee (Arch, LA, Civil, MEP, Structural, Geo, Misc.) See Soft Cost Below				
Contingency	1	LS	\$ 150,000.00	\$ 150,000
SUBTOTAL GENERAL CONDITIONS				\$ 470,200
SITE WORKS/CLEARING				
Clearing & Mass Grading	20.2	acre	\$ 2,200.00	\$ 44,440
Site Soil Prep (areas not part of fields - assumes prep sand tilled)	12906	c.y.	\$ 5.50	\$ 70,983
Mitigation	1	ls	\$ 8,500.00	\$ 8,500
Rough Grade	879,912	s.f.	\$ 0.03	\$ 26,397
Fine Grade	879,912	s.f.	\$ 0.05	\$ 43,996
Erosion Control	1	ls	\$ 28,000.00	\$ 28,000
Site/Underground Utilities (Water, Sewer, Drainage, telecom, etc.)	1	ls	\$ 280,000.00	\$ 280,000
Private Lift Station	1	ls	\$ 56,000.00	\$ 56,000
SUBTOTAL SITEWORKS				\$ 558,316
PAVING				
Parking Lot Allowance	3950	sy	\$ 30.00	\$ 118,500
Civil Curb (edges of both roads and parking lot)	2670	lf	\$ 18.00	\$ 48,060
Entry Rd. (2 lanes)	1580	SY	\$ 30.00	\$ 47,400
Sidewalk - thick (Central Maint. Spine Walk)	13800	sf	\$ 6.20	\$ 85,560
Sidewalks - Thick NG Broom Finish	2600	sf	\$ 4.50	\$ 11,700
Paving at Plazas	48240	sf	\$ 5.50	\$ 265,320
Regulatory Signage & Striping	240	sy	\$ 108.00	\$ 25,920
	1	ls	\$ 22,000.00	\$ 22,000
SUBTOTAL PAVING				\$ 624,460
STRUCTURES				
Gathering Shelter	1	ea	\$ 18,000.00	\$ 18,000
Concession Bldg. with Restrooms	1	ea	\$ 220,000.00	\$ 220,000
Rain Shelter between Fields	2	ea	\$ 16,250.00	\$ 32,500
Chain-link Fence - 6' tall, not vinyl coated, no tall back screens incl.	2600	lf	\$ 28.00	\$ 72,800
Park Signage - Wayfinding types	1	ls	\$ 18,000.00	\$ 18,000
SUBTOTAL STRUCTURES				\$ 361,300
LANDSCAPE/IRRIGATION - not part of fields				
Trees Allowance	1	ls	\$ 60,000.00	\$ 60,000
Shrubs - Buffer Hedges & Shrubs Allowance	1	ls	\$ 93,000.00	\$ 93,000
Turf remaining site (60% Bahia - some seeded areas)	696290	sf	\$ 0.30	\$ 208,887
Irrigation (shrubs & turf - some areas Bahia not irrigated)	298000	sf	\$ 1.10	\$ 327,800
Irrigation Infrastructure, POC, & Controls	1	ls	\$ 12,500.00	\$ 12,500
***Does not include private rdwy & sdwls. at north/east lands. & irrig.				
SUBTOTAL LANDSCAPE/IRRIGATION				\$ 702,187
PLAY AREAS - not Fields				
2-5 year age group type - Playground Equipment	1	ea	\$ 47,500.00	\$ 47,500
2-5 year age group - Playground Surface Treatment	2275	sf	\$ 20.00	\$ 45,500
5 - 15 year age group - Playground Equipment	1	ea	\$ 60,750.00	\$ 60,750
5-15 year age group Playground Surface - Engineered Wood Mulch	5200	sf	\$ 6.50	\$ 33,800
Fence Around Play Areas - vinyl coated chain-link (4' tall only)	350	lf	\$ 32.00	\$ 11,200

Exhibit F:
Laureate Park Primary Facilities
Preliminary Estimates Only

Walks at Playground Areas - NG Broom Conc.	6800	sf	\$ 5.00	\$ 34,000
Signage at Playground Area	1	ls	\$ 6,750.00	\$ 6,750
SUBTOTAL PLAY AREAS				\$ 239,500
SITE FURNISHINGS				
Bike Racks	5	ea	\$ 950.00	\$ 4,750
Benches at Playground @ Pond Overlook	6	ea	\$ 1,250.00	\$ 7,500
Drinking Fountains	2	ea	\$ 3,200.00	\$ 6,400
Waste Receptacles	4	ea	\$ 1,050.00	\$ 4,200
Picnic Tables	3	ea	\$ 2,200.00	\$ 6,600
SUBTOTAL SITE FURNISHINGS				\$ 29,450
ELECTRICAL				
Electrical Service - overhead to site by others	1	ls	\$ 32,000.00	\$ 32,000
Light Poles @ Walking Path & Misc. Areas	Excluded; See Below			
Light Poles at Parking Area	Excluded; See Below			
Electrical Infrast., Conduits, & Equip./Controls	1	LS	\$ 45,000.00	\$ 45,000
SUBTOTAL ELECTRICAL				\$ 77,000
OVERALL PARK SITE TOTAL ONLY - Without SPORTS FIELDS				\$ 3,062,413
	SPORTS FIELDS BY TYPE ONLY - ROMS			
SOCCER FIELD PARK AREAS SPECIFIC				
Soccer Fields rough grade	371,856	sf	\$ 0.03	\$ 11,156
Fill (371,856 s.f. Clean fill soil)	13,772	cy	\$ 10.00	\$ 137,720
Fill (371,856 s.f. - sand top layer)	13,772	cy	\$ 15.00	\$ 206,580
Dozer to push sand (operator & dozer-1 week)	1	ls	\$ 5,000.00	\$ 5,000
Dolomitic limestone or gypsum	1	ls	\$ 14,000.00	\$ 14,000
Rototill limestone & gypsum	371,856	sf	\$ 0.03	\$ 11,156
Compacting after tilling	371,856	sf	\$ 0.02	\$ 7,437
Soccer Fields underdrain	2800	lf	\$ 30.00	\$ 84,000
Soccer Fields Irrigation	4	fields	\$ 25,000.00	\$ 100,000
Laser Grade	371,856	sf	\$ 0.10	\$ 37,186
Grassing - sodded	371,856	sf	\$ 0.48	\$ 178,491
Grow in Period maintenance	1	ls	\$ 17,000.00	\$ 17,000
Fields Irrigation Infrastructure, POC, & Controls	1	ls	\$ 40,000.00	\$ 40,000
Soccer Goals (2 per field - 4 locations)	4	ea	\$ 4,500.00	\$ 18,000
Field Lighting	Excluded; See Below			
Fences - 4' tall	2400	LF	\$ 35.00	\$ 84,000
Bleachers without cover (100 seats per field)	320	seats	\$ 50.00	\$ 16,000
Score Boards - (manual operation, not electronic)	4	ea	\$ 7,500.00	\$ 30,000
Team Benches with covered seating	8	ea	\$ 8,500.00	\$ 68,000
OVERALL SOCCER FIELDS ONLY TOTAL ROM				\$ 1,065,725
Hard Cost Total				\$ 4,128,138
SOFT COSTS - DESIGN ROM				\$ 371,863
TOTAL ESTIMATED PROJECT COSTS				\$ 4,500,000
MISCELLANEOUS BY OTHERS				
Field Lighting by OUC	4	ea	\$ 125,000.00	\$ 500,000
Overall site light poles by OUC	34	ea	\$ 3,500.00	\$ 119,000
Lighting total ROM (Paid by 3rd Party if Applicable)				\$ 619,000

EXHIBIT G

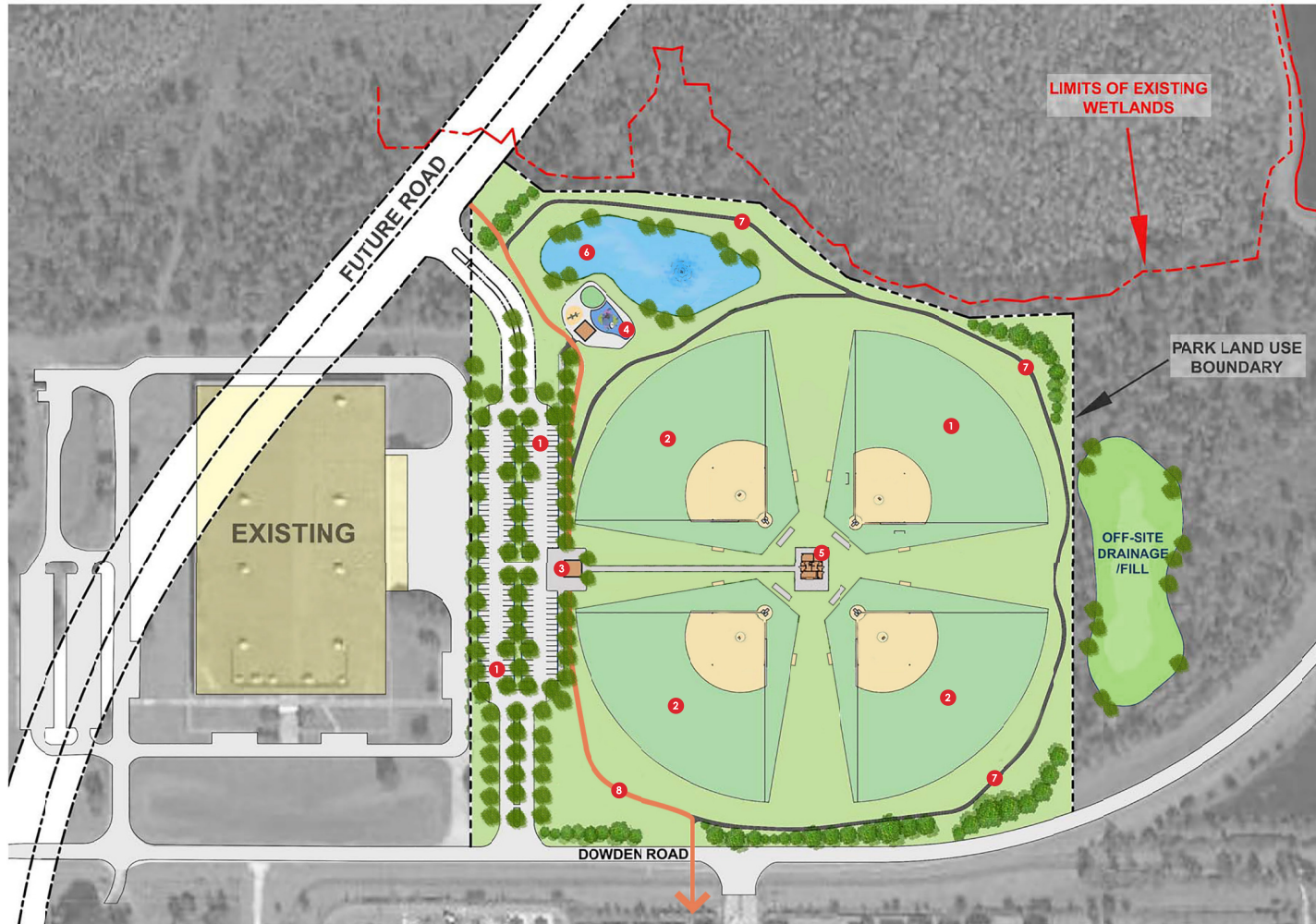
EAST AIRFIELD PARK CONCEPT PLAN

[See Attached 1 Page]

East Airfield Park

Exhibit G Concept Plan

12/02/2016



- 1 PARKING (TOTAL +/- 160 PARKING SPACES)
- 2 4 SOFTBALL FIELDS (315' DEPTH)
- 3 COVERED FAMILY PAVILION
- 4 PLAYGROUND
- 5 CONCESSIONS / PAVILION / RESTROOMS
- 6 POND W/ FLOATING FOUNTAIN ELEMENT
- 7 WALKING/JOGGING PATH
- 8 BIKE TRAIL



Exhibit H:
East Airfield Park Primary Facilities
Preliminary Estimates Only

ITEM DESCRIPTION - (+/- 25 Acres)	QUANTITY	UNIT	UNIT COST	EXTENSION
<u>GENERAL CONDITIONS</u>				
Project Management and Supervision	9	mos	\$ 12,500	\$ 112,500
On Site Temporary Facilities	9	mos	\$ 4,800	\$ 43,200
Permits	1	LS	\$ 40,000	\$ 40,000
Mobilization	1	LS	\$ 33,000	\$ 33,000
Equipment & Logistics	9	mos	\$ 3,500	\$ 31,500
Survey	1	LS	\$ 65,000	\$ 65,000
Design Fee (LA, Civil, MEP, Structural, GEO, Misc.) - see soft costs below				
Contingency	1	LS	\$ 165,000	\$ 165,000
<u>SUBTOTAL</u>				\$ 490,200
<u>SITE WORKS/CLEARING</u>				
Clearing	25	acre	\$ 2,200	\$ 55,000
Mass Grading - (Ponds sized for need of 2 foot over the site - no extra import)	80	CY	\$ 5,000	\$ 400,000
Wetlands Coordination	1	ls	\$ 8,500	\$ 8,500
Erosion Control	1	ls	\$ 37,500	\$ 37,500
Site/Underground Utilities (water, sewer, drainage, & telecom, etc.)	1	ls	\$ 275,000	\$ 275,000
Private Lift Station	1	ls	\$ 56,000	\$ 56,000
<u>SUBTOTAL</u>				\$ 832,000
<u>PAVING</u>				
Parking Lot Allowance	12800	s.y.	\$ 30	\$ 384,000
Civil Curb	3903	lf	\$ 18	\$ 70,254
Asphalt Walking/Jogging Path 10' Wide (reduced length behind fields) 25603 s.f.	2844	s.y.	\$ 25	\$ 71,100
Sidewalks - Thick NG Broom Finish (5' wide types & parking areas)	24600	sf	\$ 4.50	\$ 110,700.00
Sidewalks - Thick NG Broom Finish (At service areas to concession/fields)	16550	sf	\$ 6.75	\$ 111,712.50
Regulatory signage & striping	1	ls	\$ 18,000	\$ 18,000
<u>SUBTOTAL</u>				\$ 765,767
<u>STRUCTURES</u>				
Entry Covered Family Pavilion -no tables	1	ea	\$ 36,000	\$ 36,000
Play Area Pavilion - no tables	1	ea	\$ 36,000	\$ 36,000
Restroom Concession Bldg.	1	ea	\$ 220,000	\$ 220,000
Chain-link Fence	Excluded; See Below			
Park Signage - Wayfinding types	1	ls	\$ 25,000	\$ 25,000
<u>SUBTOTAL</u>				\$ 317,000
<u>LANDSCAPE/IRRIGATION</u>				
Trees - orn., native & palms	1	ls	\$ 125,000	\$ 125,000
Shrubs - Buffer Hedges, shrubs, Gcovers & orn. grass	1	ls	\$ 160,000	\$ 160,000
Turf - Remaining non-field areas (some areas of bahia, and some to be seeded)	150000	sf	\$ 0.36	\$ 54,000
Site Soil Prep (areas not part of fields - assumes prep sand tilled, incl fine grade)	150000	sf	\$ 0.08	\$ 12,000
Irrigation - remaining of non field surrounding areas (partial Bahia not irrigated)	103121	sf	\$ 1.10	\$ 113,433
Irrigation Infrastructure, POC, & Controls	1	LS	\$ 9,500	\$ 9,500
<u>SUBTOTAL</u>				\$ 473,933
<u>PLAY AREAS - not Fields</u>				
2-5 year age group type - Playground Equipment	1	ea	\$ 39,900	\$ 39,900
2-5 year age group - Playground Surface Treatment (Glued rubberized mulch)	1066	sf	\$ 20	\$ 21,320
5 - 15 year old age group - Playground Equipment	1	ea	\$ 59,850	\$ 59,850
5 - 15 year age group - Playground Surface (Engineered Wood Mulch)	1656	sf	\$ 6	\$ 9,936
Fence Around Play Areas - chain-link (4' tall), not vinyl coated	540	lf	\$ 35	\$ 18,900
Walks at Playground Areas - NG Broom Conc.	4337	sf	\$ 5	\$ 21,685
<u>SUBTOTAL</u>				\$ 171,591
<u>PARK SITE FURNISHINGS</u>				
Bike Racks	5	ea	\$ 950	\$ 4,750

Exhibit H:
East Airfield Park Primary Facilities
Preliminary Estimates Only

Benches at Playground	6 ea	\$ 1,250	\$ 7,500
Benches at Pond	2 ea	\$ 1,250	\$ 2,500
Drinking Fountains	2 ea	\$ 3,200	\$ 6,400
Waste Receptacles	5 ea	\$ 1,050	\$ 5,250
Picnic Tables - at both areas of pavilions	10 ea	\$ 2,200	\$ 22,000
SUBTOTAL			\$ 48,400
ELECTRICAL			
Electrical Service - To site	1 ls	\$ 32,000	\$ 32,000
Light Poles @ Walking Path & Misc. Areas	Excluded; See Below	\$ -	
Light Poles at Parking Area	Excluded; See Below	\$ -	
Electrical Infrast., Conduits, & Equip./Controls - on site	1 LS	\$ 54,000	\$ 54,000
SUBTOTAL			\$ 86,000
OVERALL PARK SITE TOTAL ONLY - W/O SPORTS FIELDS ROM			\$ 3,184,891
Softball FIELD SPECIFIC			
Softball Fields grade & build w/ roll sodded	305798 sf	\$ 3.45	
Softball Fields underdrain - not a part any more			
Softball soil analysis	4 l.s.	\$ 150	\$ 600
Top Soil & Laser Graded	15000 s.f.	\$ 6.78	\$ 101,700
Cut subgrade for Clay and warning track	12000 s.y.	\$ 3.15	\$ 37,800
Install Clay	7000 s.y.	\$ 35.32	\$ 247,240
Install Warning Track	5000 s.y.	\$ 16.48	\$ 82,400
Fine Grade Clay, warning, & sod areas	60000 s.y.	\$ 0.49	\$ 29,400
Spread & Mix Clay conditioner	7000 s.y.	\$ 2.34	\$ 16,380
Layout, Grade & Prep for Sod	326000 s.f.	\$ 0.05	\$ 16,300
Install Bermuda 419 Sod	326000 s.f.	\$ 0.49	\$ 159,740
Roll Sod	326000 s.f.	\$ 0.01	\$ 3,260
Install Base Sleeves	20 ea	\$ 700	\$ 14,000
Final Laser Grade Clay & Warning Track	12000 s.y.	\$ 1.58	\$ 18,960
Fertilize Fields	326000 s.f.	\$ 0.02	\$ 6,520
Final Fertilization Treatment 30 days after initial	326000 s.f.	\$ 0.02	\$ 6,520
Apply Herbicide, Fungicide & Pesticides	326000 s.f.	\$ 0.03	\$ 9,780
Foul Pole	8 ea	\$ 4,700	\$ 37,600
Softball Fields Irrigation	302656 sf	\$ 0.85	\$ 257,258
Irrigation Pump Station for fields	1 ls	\$ 26,000	\$ 26,000
Fields Irrigation Infrastructure, POC, & Controls	1 LS	\$ 9,500	\$ 9,500
Softball Fencing - chain-link - vinyl type	4 ea	\$ 130,000	\$ 520,000
Softball Field Lighting (lighting per OUC agreement))			\$ -
Bleachers without cover 100 seats/field	400 ea	\$ 50	\$ 20,000
Covered bleachers	4	\$ 15,000	\$ 60,000
Dugouts	8 ea	\$ 14,500	\$ 116,000
Manual Score Boards & Markings (no electronic scoreboard)	4 ea	\$ 8,500	\$ 34,000
Score Keepers booth covered	4 sf	\$ 7,500	\$ 30,000
No bull pens included - public park type			
OVERALL Softball FIELDS ONLY TOTAL ROM			\$ 1,860,958
HARD COSTS TOTAL			\$ 5,045,848
Soft Cost (Arch, LA, Civil, Mep, Structural, Geo, Misc.)			\$ 454,152
TOTAL ESTIMATED PROJECT COSTS			\$ 5,500,000
MISCELLANEOUS BY OTHERS			
Field Lighting	4 ea	\$ 95,000	\$ 380,000
Overall other site light poles	45 ea	\$ 3,500	\$ 157,500
Lighting Total ROM Paid By 3rd Party if Applicable			\$ 537,500
Chain-link Fence simple - not vinyl (Paid for by GOAA)	3200 lf	\$ 32	\$ 102,400