
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendment to Non-Exclusive Drainage Easement and Joint Utilization Agreement between Heathrow 4, L.L.C., Seminole County and Florida Bank of Commerce to Facilitate the Joint Use of a Retention Pond Constructed in Conjunction With the County Road 46A, Phase I, Project.

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Tom Radzai

EXT: 5669

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an Amendment to a Non-Exclusive Drainage Easement and Joint Utilization Agreement to facilitate the joint use of a retention pond constructed in conjunction with the County Road 46A, Phase I, Project.

District 5 Brenda Carey

Jerry McCollum, P.E.

BACKGROUND:

Representatives from Florida Bank of Commerce are requesting an easement solely to facilitate landscaping and aesthetic maintenance of a portion of the retention pond located on Parcel 06-20-30-5UD-0000-0330-0-6, constructed south of County Road 46A and west of International Parkway, in conjunction with the County Road 46A, Phase I, Project. The parcel on which the pond is located is owned by Heathrow 4, L.L.C., with a Drainage Easement deeded to Seminole County. Florida Bank of Commerce has agreed that they shall be solely responsible for any and all costs and expenses for this work.

In addition, this Amendment will correct a scrivener's error (reflects change in ownership HIBC Development Company / Heathrow 4, L.L.C.) in Section 11 of the Agreement approved by the Board on March 23, 1999 (copy attached).

STAFF RECOMMENDATION:

Staff recommends the Board accept and authorize the Chairman to execute the Amendment to Non-Exclusive Drainage Easement and Joint Utilization Agreement.

ATTACHMENTS:

1. Location Map
2. Amendment to Non-Exclusive Drainage Easement and Joint Utilization Agreement
3. HIBC Development Co. Non-Exclusive Drainage Easement and Joint Utilization Agreement-1999



I-4

TOWNPARK AVE.

INTERNATIONAL PARKWAY

*Seminole County
Pond Location*

46A

BUSINESS CENTER DRIVE

HEATHROW PARK L

BAHANA LAKE ROAD

SITE

ST ALBANS LOOP

Location Map

This instrument prepared by
and to be returned to:
Scott D. Newsom, Esq.
SHUTTS & BOWEN LLP
300 South Orange Avenue
Suite 1000
Orlando, Florida 32801
(407) 423-3200

Cross Reference to Drainage Easement:
O.R. Book: 3635
First Page: 1088

**AMENDMENT TO NON-EXCLUSIVE DRAINAGE EASEMENT AND
JOINT UTILIZATION AGREEMENT**

**THIS AMENDMENT TO NON-EXCLUSIVE DRAINAGE EASEMENT AND
JOINT UTILIZATION AGREEMENT** (this "Amendment") is made and entered into this
_____ day of _____, 2007, by and between **HEATHROW 4, L.L.C.**, a Delaware
limited liability company (hereinafter, "Heathrow"), whose address is c/o Colonial Properties
Services, Inc., 2101 6th Avenue North, Suite 750, Birmingham, Alabama 35203, **SEMINOLE
COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter, the
"County"), whose address is Seminole County Services Building, 1101 East First Street,
Sanford, Florida 32771, and **FLORIDA BANK OF COMMERCE**, a Florida corporation
(hereinafter, "FBC"), whose address is 105 East Robinson Street, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, Heathrow is the fee simple owner of that certain real property situated in
Seminole County, Florida (the "Retention Parcel"), as more particularly described on the
attached Exhibit "A", which is incorporated herein by this reference; and

WHEREAS, the Retention Parcel was conveyed, transferred and/or sold to Heathrow by
and/or from HIBC Development Company, a Florida general partnership (hereinafter, "HIBC");
and

WHEREAS, Heathrow is a successor and/or successor-in-interest to HIBC regarding the
Retention Parcel; and

WHEREAS, the County previously expanded and improved County Road 46A in the
vicinity of the Retention Parcel, which expansion and improvement project generated the need
for additional land to accommodate stormwater runoff (hereinafter, the "C.R. 46A Phase I
Project"); and

WHEREAS, HIBC and the County agreed and entered into that certain HIBC Development Company/Seminole County Non-Exclusive Drainage Easement and Joint Utilization Agreement dated April 1, 1999 and recorded in Official Records Book 3635, Page 1088, Public Records of Seminole County, Florida (the "Agreement"); and

WHEREAS, HIBC granted and/or conveyed to the County in the Agreement a perpetual, non-exclusive easement over, across, under, upon and through the Retention Parcel for the purpose of conveying, retaining and treating stormwater runoff from the C.R. 46A Phase I Project; and

WHEREAS, pursuant to Section 3 of the Agreement, HIBC and its successors and assigns retained all rights to use the Retention Parcel not in conflict with the rights of use transferred, granted and/or conveyed to the County; and

WHEREAS, pursuant to Section 6 of the Agreement, the Agreement could be changed, altered or amended if done so by an instrument in writing that has been executed by the County and HIBC or their respective successors and assigns; and

WHEREAS, FBC is the fee simple owner of that certain parcel of real property situated in Seminole County, Florida (hereinafter, the "FBC Parcel"), as more particularly described on the attached Exhibit "B", which is incorporated herein by this reference; and

WHEREAS, the FBC Parcel is adjacent to and adjoins the Retention Parcel; and

WHEREAS, FBC is in the process of constructing a commercial office condominium building on the FBC Parcel, and in connection with and/or related to such construction, FBC desires to landscape a portion of the Retention Parcel as more particularly set forth herein; and

WHEREAS, Heathrow is desirous of granting and/or conveying to FBC, and FBC is desirous of accepting from Heathrow, a perpetual, non-exclusive easement over, across, under, upon and through a portion of the Retention Parcel, for the sole purposes of landscaping, irrigating and/or maintaining that portion of the Retention Parcel, pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, the County, Heathrow and FBC further desire to supplement and/or amend the terms of the Agreement to establish terms and conditions under which FBC may undertake such landscaping, irrigation and/or maintenance responsibilities with respect to a portion of the Retention Parcel; and

WHEREAS, the County and Heathrow desire to correct a scrivener's error in Section 11 of the Agreement; and

WHEREAS, the County has determined that this Amendment is in the public interest and is of benefit to the County and its citizens.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all of the parties to this Amendment, Heathrow, the County and FBC hereby agrees as set forth herein:

Section 1. Recitals. The above recitals are true and correct, form a material part of this Amendment and are incorporated herein by this reference.

Section 2. Definitions. Unless otherwise provided in this Amendment, all capitalized terms used in this Amendment shall have the same definitions and meanings as those set forth in the Agreement.

Section 3. Grant of Landscape Easement. Heathrow hereby grants, declares and/or conveys to FBC a perpetual, non-exclusive easement over, across, under, upon and/or through a portion of the Retention Parcel for the sole purposes of landscaping, irrigating and/or performing necessary maintenance, repairs and/or replacement of any such landscaping and/or irrigation (hereinafter, the "Landscape Easement"), as set forth with more particularity in this Amendment. The location of the Landscape Easement shall be restricted to only a portion of the Retention Parcel (the "Landscape Area"), as more particularly described, depicted and/or shown on the attached Exhibit "C", which is incorporated herein by this reference.

The exercise, utilization and/or use of the Landscape Easement by FBC and/or the agents, contractors, subcontractors, material providers, suppliers, vendors, invitees, licensees, employees, officers and/or directors of FBC shall be limited to the following: installation, planting and/or placement of landscaping and/or an underground irrigation system on, in and/or under the Landscape Area; the relocation of the existing chain link fence to the boundary of the Landscape Area as shown on the attached Exhibit "C", which is incorporated herein by this reference; the performance of any necessary maintenance, upkeep, repairs and/or replacement of any such landscaping and/or underground irrigation system on, in and/or under the Landscape Area; clearing undergrowth that may be located on the Landscape Area from time to time; and installation and/or placement of lighting on, in and/or under the Landscape Area. Any such landscaping, lighting and/or underground irrigation system (including without limitation, irrigation lines, pumps and equipment) shall only be located, installed and/or placed within the Landscape Area. In addition, any such landscaping, lighting and/or underground irrigation system to be located, placed, planted and/or installed in the Landscape Area shall first be submitted to and approved in writing by Heathrow.

Section 4. Joint Use. All parties to this Amendment acknowledge and agree that Heathrow and its successors and assigns retain all rights of a fee owner to use, access and/or improve the Landscape Area not in conflict with the rights of use conveyed and/or granted to FBC in this Amendment and to the county in the Agreement. All parties to this Amendment further acknowledge and agree that Heathrow and its successors and assigns retain all rights of a fee owner of the Retention Parcel that are not inconsistent with this Amendment and/or the Agreement. FBC's rights to use the Landscape Area shall be subject and subordinate to the County's rights to use the Retention Parcel, including without limitation, the Landscape Area, for the purposes described in the Agreement.

Section 5. Signage on Retention Parcel. All parties to this Amendment acknowledge and agree that Heathrow and its successors and assigns retain the right to grant, convey and/or declare easements for signage and for access, ingress, egress, installation, placement, location, maintenance, operation, management, repair and/or replacement of any such signage on any portion of the Retention Parcel, including without limitation, the Landscape Easement and Landscape Area. No such easement shall interfere with and/or restrict the County's rights under the Agreement. All parties to this Amendment acknowledge and agree that in the event any such signage is placed, installed, constructed and/or erected on any portion of the Retention Parcel, Heathrow and/or its designees and assignees shall be solely and completely responsible for the management, operation, maintenance, insurance, repair and/or replacement of any such signage.

Section 6. Cost of Landscaping, Irrigation and Maintenance. FBC acknowledges and agrees that any and all costs and expenses related to, associated with, arising from and connected with the installation, placement, location, erection, construction and/or planting of any landscaping (including without limitation, plants, trees, shrubs, bushes, flowers, grass, sod and mulch), underground irrigation system (including without limitation, any type of equipment, irrigation lines, pumps and sprinklers), lighting (including without limitation, fixtures, equipment, utility lines, poles, light bulbs, electrical service) in, on, under, through and/or within the Landscape Area and/or any maintenance, repairs, replacement, service and/or upkeep of any landscaping, underground irrigation system and/or lighting in, on, under, through and/or within the Landscape Area shall be the sole and exclusive responsibility and/or obligation of FBC. FBC acknowledges and agrees that FBC shall solely be responsible for and/or obligated to perform and/or have performed any maintenance, repair, replacement, service and/or upkeep of the Landscape Area, including without limitation, any landscaping, underground irrigation system and/or lighting. FBC shall perform and/or have performed any such maintenance, repair, replacement, service and/or upkeep of the Landscape Area at the sole cost and expense of FBC.

The County acknowledges and agrees that, pursuant to the Agreement, the County shall continue to be responsible for the maintenance, repair, upkeep and/or service of all other portions of the Retention Parcel other than the Landscape Area. The County shall perform and/or have performed any and all such maintenance, repair, upkeep and/or service at the sole cost and expense of the County.

Section 7. Maintenance Standards for Landscape Area. FBC acknowledges and agrees that FBC shall maintain, operate, manage, service, repair, replace and/or upkeep the Landscape Area in a first class manner consistent with the appearance of the Colonial Center Heathrow development (also known as or referred to Heathrow International Business Center). If FBC defaults, fails and/or refuses to meet and/or perform any of the duties, obligations, responsibilities, maintenance, repair, replacement, service, upkeep and/or payments set forth in this Amendment, including without limitation, a failure to maintain the Landscape Area and/or any improvements located within that Landscape Area, Heathrow shall be entitled to all remedies available at law or in equity, which shall include, but is not limited to, specific performance, injunctive relief, and/or the right to damages in accordance with this Amendment. Further, in addition to all other remedies that are available at law or in equity, Heathrow shall be entitled to self-help, including without limitation, performance of any maintenance, repair, cleaning, upkeep

and/or replacement necessary or desired to the Landscape Area and/or the improvements located, installed and/or placed within the Landscape Area by FBC. Heathrow shall give FBC no less than ten (10) days prior written notice of any deficiency in the maintenance, operation, management, service, repair, replacement and/or upkeep of the Landscape Area prior to Heathrow initiating and/or performing the self-help set forth in this Amendment. If such self-help is performed, Heathrow shall be entitled to recover all of its costs, expenses, fees and/or charges from FBC related to, arising from, resulting from, associated with and/or connected with such self-help.

Section 8. Damage or Destruction to Improvements. FBC acknowledges and agrees that in the event of any damage and/or destruction to the Landscape Area, including without limitation, any improvements of any kind located, installed and/or placed within the Landscape Area by FBC, FBC shall promptly repair, replace, maintain and/or restore the Landscape Area and/or any such improvements to their respective original conditions prior to any such damage and/or destruction and in accordance with any then-applicable building codes. All costs and expenses related to, arising from, associated with, resulting from and/or connected with any such repair, replacement, maintenance and/or restoration shall be the sole and complete responsibility and obligation of FBC.

Further, FBC acknowledges and agrees that FBC shall be obligated and responsible to immediately repair, replace and/or reimburse Heathrow for any damage and/or destruction to any portion of the Retention Parcel, including without limitation the Landscape Easement and Landscape Area, related to, resulting from, connected with, arising from and/or associated with the use of any kind, operation, maintenance, planting, landscaping, irrigation, management, operation, improvements, placement, installation, construction, erection, repair, replacement, upkeep and/or service of the Landscape Easement and/or the Landscape Area by FBC and/or the agents, directors, officers, employees, contractors, subcontractors, vendors, suppliers, invitees and/or licensees of FBC.

Section 9. Regulatory Compliance. FBC acknowledges and agrees that any installation, placement, construction, erection, planting, landscaping, lighting and/or work of any type performed by and/or at the request of FBC and/or its agents, directors, officers, employees, contractors, subcontractors, vendors, suppliers, invitees and/or licensees in, on, around, under, over and/or through the Landscape Easement and/or Landscape Area shall comply with all applicable federal, state, county, municipal and governmental laws, rules, ordinances, codes, regulations, applications, permits and/or requirements. FBC acknowledges and agrees that any and all costs related thereto shall be the sole and exclusive responsibility and/or obligation of FBC.

FBC further acknowledges and agrees that any installation, placement, construction, erection, planting, landscaping, lighting and/or work of any type performed by and/or at the request of FBC and/or its agents, directors, officers, employees, contractors, subcontractors, vendors, suppliers, invitees and/or licensees in, on, around, under, over and/or through the Landscape Easement and/or Landscape Area shall be performed by only properly licensed and insured agents, employees, contractors, subcontractors, vendors, suppliers, invitees and/or licensees. FBC agrees to provide to Heathrow all applicable insurance policies of FBC's agents,

employees, contractors, subcontractors, vendors, suppliers, invitees and/or licensees and that Heathrow shall be named as an additional insured on any and all such applicable insurance policies.

Section 10. Consent of the County. The County hereby consents to the Landscape Easement and to the landscaping, irrigation and/or lighting improvements described herein, subject to the terms, conditions, restrictions and/or provisions of this Amendment and the Agreement.

Section 11. Indemnification. FBC hereby acknowledges and agrees that FBC shall, to the extent authorized by law, indemnify, save and hold Heathrow, its officers, directors, employees, attorneys and agents, harmless from and against any and all damages, expenses, losses, claims, actions, injuries, property damage, personal injury, death and/or liabilities arising from, resulting from, related to and/or connected with the Landscape Easement and/or the use, access to, management, operation, repair and/or maintenance of the Landscape Area by FBC and/or the agents, officers, directors, employees, vendors, licensees, invitees, suppliers, material providers, contractors and/or subcontractors of FBC. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by Heathrow to FBC, then One and No/100 Dollars (\$1.00) of the value for the consideration set forth in this Amendment shall be deemed to be such specific consideration. FBC acknowledges and agrees with the adequacy and sufficiency of said specific consideration.

Heathrow hereby acknowledges and agrees to indemnify, save and hold FBC, its officers, directors, employees and agents, harmless from and against any and all damages, expenses, losses, claims, injuries and/or liabilities arising from, resulting from, related to and/or connected with the use, operation and/or management of the Retention Parcel by Heathrow and/or the agents, officers, directors, employees, contractors and/or subcontractors of Heathrow. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by FBC to Heathrow, then One and No/100 Dollars (\$1.00) of the value for the consideration set forth in this Amendment shall be deemed to be such specific consideration. Heathrow acknowledges and agrees with the adequacy and sufficiency of said specific consideration.

The County and Heathrow hereby reaffirm their respective indemnities as set forth in Section 5 of the Agreement.

Section 12. Amendment of Agreement. Due to a scrivener's error in Section 11 of the Agreement, Section 11 of the Agreement is hereby deleted in its entirety and the following substituted in its place:

Section 11. Maintenance. The parties acknowledge that the COUNTY will perform only functional maintenance of the Retention Parcel and the COUNTY's drainage facilities within the Retention Parcel, such as periodic mowing, brush removal, grading and any other functional maintenance, consistent with the standards adopted by the COUNTY for its overall road maintenance program and those set forth in the COUNTY's Land Development Code. The COUNTY agrees that HEATHROW and/or the designees and assigns of

HEATHROW, at their sole respective cost and exclusive expense, subject to the COUNTY authorizing HEATHROW to assume all COUNTY maintenance responsibilities for the Retention Parcel, which authorization shall not be unreasonably denied, delayed and/or conditioned, may landscape any portions or all of the Retention Parcel, in a manner acceptable to HEATHROW in its sole and absolute discretion. Under such circumstances, HEATHROW and/or the designees and assigns of HEATHROW may also place on, in and/or under the Retention Parcel, such aesthetically attractive improvements (fountains, lights, etc.) as are deemed appropriate by HEATHROW in its sole and absolute discretion, subject to the COUNTY's approval, to the extent that the same shall not interfere with the purpose, utility and function of said drainage facilities within the Retention Parcel, which approval shall not be unreasonably denied, delayed and/or conditioned.

Section 13. Assignment. The easements herein granted to FBC, its successors, assigns and successors-in-title over, in, under and/or through the Landscape Area may be delegated and/or assigned by FBC, together with all liability and responsibility for the operation, maintenance, management, repair and/or replacement of the Landscape Area consistent with this Amendment; provided, however, that FBC obtains the prior written consent and approval of Heathrow for any such assignment. FBC acknowledges and agrees to provide all reasonable documentation necessary for Heathrow to investigate and consider the ability of the assignee under any such assignment from FBC to perform and/or meet the responsibilities and/or obligations of FBC set forth and contained in this Amendment. Once FBC has provided to Heathrow all reasonable documentation regarding the assignee pursuant to any such assignment, the consent and approval of Heathrow shall not be unreasonably delayed, conditioned and/or withheld.

Section 14. Duration. The Landscape Easement herein granted and/or conveyed shall be perpetual in duration and, except as specifically provided herein, shall not be changed, modified, altered, expanded, amended, terminated and/or supplemented, except by an instrument in writing that has been executed by FBC, the County and Heathrow or their respective successors and assigns.

Section 15. Covenant Running With the Land. The Landscape Easement herein granted and/or conveyed and all conditions, restrictions, covenants and provisions set forth in this Amendment are intended to be and shall be construed as easements appurtenant to the FBC Parcel and covenants running with the land, binding upon and inuring to the benefit of FBC, Heathrow, the County and any person or entity having or acquiring any interest in the Retention Parcel, or any portion thereof.

Section 16. Attorneys' Fees. In the event any party to this Amendment should bring any action related to, arising from, connected with and/or pursuant to any term, condition, covenants, provision and/or restriction of this Amendment, the predominantly prevailing party in any such action shall be entitled to recover from the other party or parties, in addition to any damages or other relief granted as a result of such action, all costs and expenses of such action, including without limitation, the predominantly prevailing party's reasonable attorneys' fees, paralegals' fees, witness fees, expert fees and consultant fees incurred by the predominantly prevailing party prior to trial, at trial, post-trial, at all appellate levels, mediation, arbitration,

administrative proceedings, collections proceedings, post-judgment proceedings and/or bankruptcy proceedings. This Section 11 shall not act as a waiver of the County's sovereign immunity.

Section 17. No Public Rights Created. Notwithstanding anything to the contrary in this Amendment, nothing contained in this Amendment shall create, be interpreted and/or be construed to create any rights for the benefit of the general public to enter upon, occupy and/or use any portion of the Retention Parcel, including without limitation, the Landscape Area.

Section 18. Remedies. Each party to this Amendment shall have any and all remedies as permitted and/or provided by law and/or in equity; provided, however, that prior to the initiation of any litigation, action, suit and/or claim, all matters in dispute and/or in question related to, arising from, connected with and/or pursuant to any term, condition, covenants, provision and/or restriction of this Amendment shall first be submitted to non-binding mediation where the parties will endeavor to resolve the dispute and/or question in an amicable manner.

Section 19. Governing Law. This Amendment shall be governed by, interpreted and construed in accordance with the laws of the State of Florida. Heathrow, FBC and the County consent to venue in the Eighteenth Judicial Circuit in and for Seminole County, Florida as to actions brought in state court, and the United States District Court for the Middle District of Florida as to actions brought in federal court.

Section 20. Entire Agreement. This Amendment and all exhibits hereto constitute the entire agreement and understanding of the parties with regard to the subject matter contained herein, and no statement, prior agreement of any kind, prior understanding, inducement, guarantee, warranty, promise and/or representation not included herein of any party, their agents, officers, directors, attorneys and/or employees shall form any part hereof and/or be binding upon any other party. Except as amended and/or modified by this Amendment, the Agreement shall remain in full force and effect in strict accordance with its terms. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control.

Section 21. Successors and Assigns. This Agreement and the terms, conditions, duties, responsibilities and obligations contained herein shall inure to the benefit of and be binding upon Heathrow, FBC and the County and their respective successors, successors-in-interest and/or assigns.

Section 22. Mutual Cooperation. At any time following the Effective Date of this Amendment, each party knowingly and voluntarily agrees to cooperate with the other party and to execute and deliver to the other party, upon reasonable request, such further documents and/or instruments reasonably necessary or desired to confirm and/or effectuate the duties, obligations and/or responsibilities of either party hereunder.

Section 23. Counterpart Execution. This Amendment 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 all counterparts. 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. Facsimile, scanned and/or electronic mail signatures shall have the same force and effect as originals.

Section 24. Third Party Beneficiaries. Nothing in this Amendment shall be construed to benefit any third party that is not a signatory to this Amendment, and no such parties shall have the right to enforce any of the provisions, terms, covenants, conditions and/or restrictions of this Amendment.

Section 25. Time of the Essence. The parties hereto agree that time is of the essence of this Amendment and in the performance of all covenants, agreements, conditions, requirements, duties, obligations, representations to be complied with, performed, satisfied and/or fulfilled by the parties hereto. Wherever a date specified in this Amendment shall fall on a Saturday, Sunday or legal holiday (as defined in Sections 683.01 and 682.02, Florida Statutes), the date shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 26. Captions. Headings and captions used in this Amendment are for convenience and/or reference only, shall not affect the construction of any terms, conditions and/or provisions contained in this Amendment and shall not be used, considered and/or referred to in resolving questions, for interpretation and/or to define any of terms, conditions and/or provisions contained in this Amendment. Whenever used, the singular shall include the plural, the plural shall include the singular and gender shall include all genders.

Section 27. Effective Date. When used in this Amendment, the term "Effective Date" shall mean and refer to the date this Amendment is recorded in the Public Records of Seminole County, Florida.

Section 28. Severability. Invalidation of any of the terms, conditions and/or provisions of this Amendment or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order, shall not affect any other provisions, terms, conditions and/or applications in other circumstances, all of which shall remain in full force and effect.

Section 29. Construction of Amendment. This Amendment shall not be construed and/or interpreted more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. All the parties to this Amendment acknowledge and agree that all the parties have contributed substantially and materially to the preparation of this Amendment and have had the opportunity to review and contribute to this Amendment and consult their respective legal counsel as to the content herein.

Section 30. Authority. Each of the individuals executing this Amendment warrants and represents to the other parties that the individual has the full power and authority to execute this Amendment and to bind the entity for which they are executing this Amendment and to the terms, obligations, duties, responsibilities and/or conditions set forth herein. Further, each party to this Amendment represents and warrants that it has the ability and authority to enter into this

Amendment, and each party agrees and acknowledges that such representation and warranty are material inducements to enter into this Amendment.

Section 31. Notices. Any notice which may be permitted or required pursuant to this Amendment 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 (for example, telecopier or electronic mail) or within three (3) days after depositing said notice with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing said notice with a nationally recognized overnight delivery service (for example, Federal Express, UPS, or DHL) from which a receipt may be obtained, and said notice addressed as follows:

If to Heathrow:	Heathrow 4, L.L.C. c/o Colonial Properties Services, Inc. Attn: Charles B. Pell, Jr. 2101 6 th Avenue North, Suite 750 Birmingham, Alabama 35203
With a copy to:	Shutts & Bowen LLP Attn: Scott D. Newsom, Esq. 300 South Orange Avenue Suite 1000 Orlando, Florida 32801
If to FBC:	Florida Bank of Commerce Attn: Ian Donkin 105 East Robinson Street Orlando, Florida 32801
With a copy to:	Lowndes, Drosdick, Doster, Kantor & Reed Attn: Michael A. Ryan, Esq. 215 North Eola Drive Orlando, Florida 32801
If to the County:	Seminole County Engineer Attn: Tom Radzai 520 West Lake Mary Boulevard Suite 200 Sanford, Florida 32773
With a copy to:	County Attorney 1101 East First Street Sanford, Florida 32771

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment in a manner and form sufficient to bind them as of the date and year set forth above.

Signed, sealed and delivered in the presence of the following witnesses:

Print Name: _____

Print Name: _____

HEATHROW:

HEATHROW 4, L.L.C., a Delaware limited liability company

By: **COLONIAL PROPERTIES SERVICES, INC.**, an Alabama corporation, as its sole Member

By: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2007, by _____ as the _____ (title) of Colonial Properties Services, Inc., an Alabama corporation, the sole Member of **HEATHROW 4, L.L.C.**, a Delaware limited liability company, on behalf of the corporation and the company. He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY SEAL:

Notary Public, State of _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered in the presence of the following witnesses:

Print Name: _____

Print Name: _____

FBC:

FLORIDA BANK OF COMMERCE,
a Florida corporation

By: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2007, by _____ as the _____ (title) of **FLORIDA BANK OF COMMERCE**, a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY SEAL:

Notary Public, State of _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____

ATTEST:

COUNTY:

**BOARD OF COUNTY
COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

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

By: _____
BRENDA CAREY, Chairman

Date: _____

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

As authorized for execution by the Board
of County Commissioners at their
_____, 2007, regular meeting.

County Attorney

EXHIBIT "A"

Retention Parcel

A PART OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2632, PAGES 886-902, AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS RIGHT-OF-WAY DESCRIBED IN OFFICIAL RECORDS BOOK 521, PAGE 670-672 AND OFFICIAL RECORDS BOOK 163, PAGE 381, AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

DESCRIPTION 814 - RETENTION POND EASEMENT

COMMENCE AT THE TINKLEPAUGH NAIL & DISK MARKING THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST IN SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°52'10" EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 332.67 FEET; THENCE SOUTH 00°07'50" WEST, 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°52'10" EAST, 390.48 FEET TO A POINT OF A LINE 25.00 FEET WEST OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF A 50.00 FOOT COUNTY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 521, PAGES 670-672 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 00°00'53" EAST ALONG SAID PARALLEL LINE, 281.36 FEET; THENCE SOUTH 89° 14' 07" WEST, 215.42 FEET; THENCE SOUTH 61°14'07" WEST, 97.00 FEET; THENCE SOUTH 89°14' 07" WEST, 92.00 FEET; THENCE NORTH 16°45'53" WEST, 81.76 FEET THENCE SOUTH 89°52'10" EAST, 40.32 FEET; THENCE NORTH 31°16'23" WEST, 33.42 FEET; THENCE NORTH 04°06' 03" WEST, 50.00 FEET; THENCE NORTH 01°33'15" WEST, 50.00 FEET; THENCE NORTH 08°29'13" EAST, 49.06 FEET; THENCE NORTH 00°07'50" EAST, 77.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.73 ACRES, MORE OR LESS.

PARCEL IDENTIFICATION NUMBER 06-20-30-5UD-0000-0330-0-6.

EXHIBIT "B"

FBC Parcel

A PORTION OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN S89°44'51"E, ALONG THE NORTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 723.84 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°15'09"W, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BUSINESS CENTER DRIVE EXTENSION; THENCE RUN S00°06'26"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 276.30 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S00°06'26"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 262.65 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN S89°53'34"W, A DISTANCE OF 207.00 FEET; THENCE N00°06'26"E, A DISTANCE OF 262.65 FEET; THENCE N89°53'34"E, A DISTANCE OF 207.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

Sketch

See Attached

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED

305588

00 APR 22 PM 4: 18

This instrument was prepared
by and should be returned to:
Brian D. Forbes, Esquire
Lowndes, Dredrick, Doster,
Kantor & Reed
215 North Falls Drive
Orlando, Florida 32801

OFFICIAL RECORDS
BOOK 3635
PAGE 1088
SEMINOLE CO. FL

RETURN TO: W. KEITH ROBERTS, ROAD PROPERTY ACQUISITION AGENT,
COUNTY ATTORNEY'S OFFICE - ELECTIONS
520 W. LAKE MARY AVE.,
SANFORD, FLORIDA 32773

1515

**HIBC DEVELOPMENT COMPANY/SEMINOLE COUNTY
NON-EXCLUSIVE DRAINAGE EASEMENT
AND JOINT UTILIZATION AGREEMENT**

THIS NON-EXCLUSIVE DRAINAGE EASEMENT AND JOINT UTILIZATION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 1st day of April, 1999, by and between **HIBC DEVELOPMENT COMPANY**, a Florida general partnership, whose address is c/o Pizzuti Development, Inc., 250 East Broad Street, Suite 1900, Columbus, Ohio 43215, hereinafter referred to as "HIBC"; and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY."

WITNESSETH:

WHEREAS, HIBC is the fee simple owner of that certain parcel of real property situated in Seminole County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Retention Parcel"); and

WHEREAS, the COUNTY is in the process of expanding and improving County Road ("C.R.") 46A in the vicinity of the Retention Parcel, which expansion and improvement project (hereinafter referred to as the "C.R. 46A Phase I Project"), will generate the need for additional land to accommodate stormwater runoff; and

WHEREAS, HIBC is desirous of granting and conveying to the COUNTY, and the COUNTY is desirous of accepting from HIBC, a perpetual, non-exclusive easement over, across, under, upon and through the Retention Parcel, for stormwater drainage from the C.R. 46A Phase I Project, pursuant to the terms and conditions of this Agreement, as more particularly set forth herein below (hereinafter referred to as "Drainage Easement"); and

WHEREAS, the COUNTY and HIBC further desire to establish terms and conditions under which the COUNTY and HIBC may jointly utilize the Retention Parcel, and the drainage facilities to be constructed thereon, and expand the same onto contiguous property owned by HIBC, and to fully set forth said terms and conditions herein; and

305588

OFFICIAL RECORDS
BOOK PAGE

3635 1089

SEMINOLE CO. FL

WHEREAS, the COUNTY has determined that this Agreement is in the public interest and of benefit to the County and its citizens.

NOW THEREFORE, for and in consideration of the premises and the mutual grants, covenants and promises hereinafter contained, HIBC hereby grants, declares and conveys to the COUNTY, a perpetual, non-exclusive (to the extent that HIBC shall retain all rights of a fee owner not inconsistent with this Agreement), easement for stormwater conveyance, retention and treatment, upon the following terms and conditions:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Grant of Perpetual Stormwater Drainage Easement. HIBC hereby grants, declares and conveys to the COUNTY a perpetual, non-exclusive (to the extent that HIBC shall retain all rights of a fee owner not inconsistent with this Agreement) easement over, across, under, upon and through the Retention Parcel for the purpose of conveying, retaining and treating stormwater runoff from the C.R. 46A Phase I Project. The COUNTY hereby agrees that, except for drainage structures required by the COUNTY to exercise its drainage rights as hereunder conveyed, the COUNTY shall not construct, locate, or cause to be constructed or located, any above ground structures within the Retention Parcel. The Retention Parcel may be utilized by the COUNTY for any and all drainage purposes herein described, and the COUNTY shall have the full authority to enter upon the Retention Parcel to excavate, construct and maintain, as the COUNTY may deem necessary in its exclusive discretion, a drainage system consisting of pipes, ditches, and ponds for water retention or detention, or any combination thereof, together with the appurtenant drainage structures. The COUNTY and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that interfere with the location, excavation, operation, utility or maintenance of the drainage facilities or maintenance functions. HIBC and its successors and assigns agree not to build, construct, create, or permit others to build, construct or create any buildings or other structures on the Retention Parcel which will interfere with the location, excavation, operation, utility or maintenance of the COUNTY's drainage facilities or stormwater drainage system placed thereon.

Section 3. Joint Use. HIBC and its successors and assigns retain all rights to use the Retention Parcel not in conflict with the rights of use transferred to the County hereunder, including the right to convey or transmit onto the Retention Parcel stormwater drainage from HIBC's real property located contiguous to the Retention Parcel and the retention and treatment of said stormwater drainage thereon, to the extent the same, when determined by the COUNTY, in its reasonable discretion, does not impede or interfere with the use and utility of the COUNTY's water retention, detention or drainage functions, purposes and systems. Specifically, such joint use of the Retention Parcel and the COUNTY's drainage facilities by HIBC, which may include the expansion of the stormwater pond and the associated drainage improvements and facilities onto the contiguous property owned by HIBC, and the commingling of the COUNTY and HIBC's stormwater therein, shall not impede or interfere with the COUNTY's ability to accept, treat, retain or detain stormwater

drainage from the C.R. 46A Phase I Project. The COUNTY acknowledges that joint use by HIBC may require modification of the COUNTY's Water Management Permit and that this Drainage Easement may need to be modified based upon such permit requirements, needs and engineering variables to the extent that the drainage improvements and facilities may be expanded onto other areas of HIBC's contiguous property or reduced in size depending upon ultimate stormwater permitting requirements. Should stormwater drainage facilities and improvements need to be expanded outside the limits of the Retention Parcel, HIBC hereby commits to grant the COUNTY a perpetual Drainage Easement over and across any additional land area owned by HIBC, under the terms and conditions contained herein.

Section 4. Construction, Repair and Maintenance. The COUNTY shall bear the full expense and responsibility of construction of the COUNTY's drainage facilities to be located within the Retention Parcel. The COUNTY shall be responsible for repairs and maintenance to the COUNTY's drainage facilities until such time as the COUNTY authorizes HIBC to assume the maintenance responsibility for the COUNTY's facilities pursuant to Section 11, below. Until the COUNTY grants HIBC's request to assume sole maintenance responsibility, HIBC shall have the right to supplement or exceed the level of maintenance provided by the COUNTY for the Retention Parcel and the COUNTY's drainage facilities, provided that HIBC's maintenance of the Retention Parcel and drainage facilities shall not interfere with the COUNTY's use thereof. The COUNTY shall have and retain the right to enter upon HIBC property for the purpose of maintaining and repairing the COUNTY's drainage facilities. HIBC shall be responsible, at its sole cost and expense, for designing, permitting and constructing any modifications to the COUNTY's stormwater drainage facilities necessary to accommodate HIBC's stormwater drainage. The responsibility for maintenance of those portions of any joint-use drainage facilities designed and constructed by HIBC, including all costs thereof, shall be solely HIBC's. At no time shall the COUNTY bear the maintenance responsibility or expense for HIBC's drainage facilities, but the COUNTY shall make all reasonable accommodations to allow HIBC to assume all maintenance for the joint use drainage facilities, including the COUNTY's portion thereof.

Section 5. Indemnification. The COUNTY shall, to the extent authorized by law, indemnify, save and hold HIBC, its officers, employees and agents, harmless from and against any and all damages, expenses, losses, claims, injuries and liabilities arising or resulting from or in connection with the COUNTY's use or maintenance of the Retention Parcel, or construction, use or maintenance of any drainage facilities constructed by the County thereon. HIBC hereby agrees to indemnify, save and hold the COUNTY, its commissioners, officers, employees and agents, harmless from and against any and all damages, expenses, losses, claims, injuries and liabilities arising or resulting from or in connection with HIBC's, or its successors' or assigns', joint use of the COUNTY's drainage facilities within the Retention Parcel, including any and all claims and actions brought by third parties. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by the COUNTY to HIBC then ONE AND NO/100 DOLLARS (\$1.00) of the value for the consideration set forth in this Agreement shall be deemed to be such specific consideration. HIBC acknowledges the adequacy and sufficiency of said specific consideration. Should the six (6) foot high chain link fence to be installed by the COUNTY

enclosing the Retention Parcel and the County's drainage facilities be removed by HIBC as part of its landscaping and maintenance within the Retention Parcel and surrounding area, as provided for in Section 11, below, or should the COUNTY agree at HIBC's request to not install such fence, HIBC shall be solely responsible for and shall hold the COUNTY harmless for any and all incidents arising out of removal of or failure to install the said fence. HIBC shall be solely responsible for reimbursing the COUNTY for any damage to the drainage facilities caused by HIBC which necessitates repairs by the COUNTY.

Section 6. Duration. The Drainage Easement herein granted shall be perpetual in duration and, except as provided herein, shall not be changed, altered or amended, except by an instrument in writing and of equal dignity herewith executed by the COUNTY and HIBC or their respective successors and assigns.

Section 7. Covenant Running With the Land. The Drainage Easement herein conveyed and all conditions and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefit of the COUNTY, HIBC and any person or entity having or acquiring any interest in the Retention Parcel, or any portion thereof.

Section 8. Attorney's Fees. In the event either party to this Agreement should bring suit to interpret or enforce any term or provision of this Agreement, the prevailing party in any such suit, shall be entitled to recover from the other party, in addition to any damages or other relief granted as the result of such suit, all costs and expenses of such suit, including reasonable attorneys' fees and paralegals' fees incurred by the prevailing party prior to trial, at trial, and on appeal. This provision shall not act as a waiver of the COUNTY's sovereign immunity.

Section 9. Incidental Rights. The Drainage Easement hereby created and granted includes the creation of all incidental rights in favor of the COUNTY as are reasonably necessary for the use and enjoyment of said Drainage Easement, the Retention Parcel, and the drainage facilities to be constructed or located thereon. The COUNTY shall have the right, subject to its obtaining all necessary permits and approvals, to clear, keep clear and remove from the Retention Parcel and drainage facilities, any and all trees, undergrowth, and any and all other obstructions whatsoever that reasonably may interfere with the development (including excavation) and maintenance of the Retention Parcel, or the construction, installation or maintenance of the drainage facilities within the Retention Parcel as authorized hereunder. All said incidental rights shall be subordinate to the rights of HIBC should HIBC be authorized by the COUNTY to assume the COUNTY's maintenance obligations, and install and maintain landscaping and related improvements on the Retention Parcel, in accordance with Section 11, below.

Section 10. No Public Rights Created. Nothing herein shall create or be construed to create any rights for the benefit of the general public to enter upon, occupy or use the Retention Parcel conveyed herein to the COUNTY; notwithstanding that the COUNTY is a political subdivision of the State of Florida and is obtaining the rights granted herein for a public purpose.

Section 11. Maintenance. The parties acknowledge that the COUNTY will perform only functional maintenance of the Retention Parcel and the COUNTY's drainage facilities within the Retention Parcel, such as periodic mowing, brush removal, grading and any other functional maintenance, consistent with the standards adopted by the COUNTY for its overall road maintenance program and those set forth in the COUNTY's Land Development Code. The COUNTY agrees that HIBC, at its sole and exclusive expense, subject to the COUNTY authorizing HIBC to assume all COUNTY maintenance responsibilities for the Retention Parcel, which authorization shall not be unreasonably denied, delayed or conditioned, may landscape any portions or all of the Retention Pond, in a manner acceptable to HIBC in its sole discretion. Under such circumstances, HIBC may also place on and within the Retention Parcel, such aesthetically attractive improvements (fountains, lights, etc.) as are deemed appropriate by HIBC in its sole discretion, subject to the COUNTY'S approval, to the extent that the same shall not interfere with the purpose, utility and function of said drainage facilities within the Retention Parcel, which approval shall not be unreasonably denied, delayed or conditioned.

Section 12. Remedies. Each party shall have any and all remedies as permitted by law; provided, however, that the parties agree to provide for meaningful dialogue and communications, should disputes or disagreements arise as to the interpretation or implementation of the Agreement.

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida. HIBC and the COUNTY consent to venue in the Circuit Court in and for Seminole County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

Section 14. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation thereof.

Section 15. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound hereby.

Section 16. Compliance with Disclosure Requirements. HIBC shall fully comply with the disclosure provisions of Section 286.23, Florida Statutes, as the same apply to this Agreement and to HIBC's conveyance to the COUNTY of stormwater drainage easement rights hereunder.

Section 17. Title. HIBC does hereby covenant with the COUNTY that it is lawfully seized and possessed of the Retention Parcel, and that it has a good and lawful right to convey the said Drainage Easement free and clear from any and all liens, encumbrances or priority interests, except (i) easements and rights-of-way of record, if any, (ii) land use and building laws, codes, ordinances, and regulations, and (iii) real property taxes and assessments not yet due and payable. HIBC does hereby covenant with the COUNTY that it will take no action to intentionally frustrate, jeopardize or otherwise adversely affect the rights and title to the Retention Parcel herein conveyed to the COUNTY. In addition to all common law covenants of title, HIBC's conveyance to the COUNTY

shall include the covenant of further assurances. ~~Should the HIBC~~ ^{SEMI-DETACHED} HIBC property be subject to any mortgages or loans, HIBC shall cause said interests to be partially released from the Retention Parcel or subordinated to the Drainage Easement, on a form acceptable to HIBC and approved by the COUNTY, prior to execution of this Agreement by the COUNTY; provided, however, that failure of the COUNTY to obtain the partial release or subordination documents prior to execution of this Agreement shall not operate as a waiver of this requirement.

Section 18. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed to be accomplished upon receipt if sent by hand delivery, facsimile, or courier; and within three (3) business days of depositing same with U. S. Mail, Certified Mail, Return Receipt Requested to the following addresses:

HIBC

HIBC Development Company
c/o Pizzuti Development, Inc.
255 South Orange Avenue
Suite 1350
Orlando, Florida 32801
Attention: Mark Evans

With a Copy To:

Pizzuti Equities Inc.
250 East Broad Street
Suite 1900
Columbus, Ohio 43215
Attention: Richard C. Daley

COUNTY

County Engineer
Reflections Plaza
520 West Lake Mary Boulevard
Suite 200
Sanford, Florida 32773

Section 19. Effective Date. This Agreement shall take effect on the date that this Agreement is fully executed by the above parties.

[SIGNATURES AND NOTARY BLOCKS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement in a manner and form sufficient to bind them as of the date set forth above.

Signed, Sealed and Delivered
in our presence:

HIBC DEVELOPMENT COMPANY, a
Florida general partnership

Signature

Print Name

Signature

Print Name

By: Pizzuti Properties/HIBC Limited
Company, an Ohio limited liability
company, its Managing General Partner.

By: Pizzuti Equities Inc., a Delaware
corporation, its Managing Member

By:

RICHARD C. DALEY
Executive Vice President

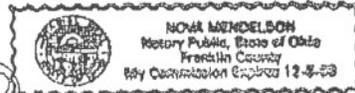
(CORPORATE SEAL)

STATE OF OHIO)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 1ST day of March, 1999
by RICHARD C. DALEY, Executive Vice President of Pizzuti Equities Inc., as the Managing
Member of Pizzuti Properties/HIBC Limited Company, an Ohio limited liability company, as the
Managing General Partner of HIBC Development Company, a Florida general partnership, on behalf
of the partnership. He is personally known to me, or has produced
~~as identification~~

Print Name

Notary Public in and for the County and
State Aforementioned
My commission expires:



OFFICIAL RECORDS
BOOK PAGE

3635 1095

WITEST:

SEMINOLE CO. FL

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton D. Henley
CARLTON D. HENLEY, Chairman

Maryanne Morse
MARIYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

Class I Parcel 814; H10C
For the use and reliance of Seminole County
only. Approved as to form and legal
sufficiency.

Date: 4/1/99

As authorized for execution by
the Board of County Commissioners
at their March 23, 1999, regular
meeting.

Henry M. Brown
County Attorney

0270386033698887-2

Not a certified copy

EXHIBIT "A"

PARCEL NO. B14

A PART OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2632, PAGES 886-902, AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS RIGHT-OF-WAY DESCRIBED IN OFFICIAL RECORDS BOOK 521, PAGE 670-672 AND OFFICIAL RECORDS BOOK 163, PAGE 381, AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA,

BEING DESCRIBED AS FOLLOWS:

DESCRIPTION B14 - RETENTION POND EASEMENT

COMMENCE AT THE TINKLEPAUGH NAIL & DISK MARKING THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST IN SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°52'10" EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 332.67 FEET; THENCE SOUTH 00°07'50" WEST, 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°52'10" EAST, 390.48 FEET TO A POINT OF A LINE 25.00 FEET WEST OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF A 50.00 FOOT COUNTY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 521, PAGES 670-672 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 00°00'53" EAST ALONG SAID PARALLEL LINE, 281.36 FEET; THENCE SOUTH 89°14'07" WEST, 215.42 FEET; THENCE SOUTH 61°14'07" WEST, 97.00 FEET; THENCE SOUTH 89°14'07" WEST, 92.00 FEET; THENCE NORTH 16°45'53" WEST, 81.76 FEET; THENCE SOUTH 89°52'10" EAST, 40.32 FEET; THENCE NORTH 31°16'23" WEST, 33.42 FEET; THENCE NORTH 04°06'08" WEST, 50.00 FEET; THENCE NORTH 01°33'15" WEST, 50.00 FEET; THENCE NORTH 08°29'13" EAST, 49.06 FEET; THENCE NORTH 00°07'50" EAST, 77.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.73 ACRES, MORE OR LESS.

PARCEL IDENTIFICATION NUMBER 06-20-30-SUD-0000-0330-0-6.

Topographic Certified Copy