### PHASE I INFRASTRUCTURE COST REIMBURSEMENT AGREEMENT

This PHASE I INFRASTRUCTURE COST REIMBURSEMENT AGREEMENT (the "Agreement"), made as of the Effective Date (as defined hereinbelow) by and between EDGEWATER PARKTOWNE IND 1 LLC, a Florida limited liability company (the "Developer"), ARIES SPACE COAST PARCEL #1 LLC, a Delaware limited liability company ("Aries"), PARKTOWNE INDUSTRIAL LLC, a Florida limited liability company ("Parktowne Industrial") and the CITY OF EDGEWATER, FLORIDA, a municipal corporation (the "City"), the foregoing sometimes being singularly referred to herein as a "Party" and collectively as the "Parties".

### WITNESSETH:

- **WHEREAS**, Developer is the fee simple owner of certain unimproved land described in <u>Exhibit A</u> attached hereto, which is located within the City of Edgewater, Volusia County, Florida and described therein as "<u>Lot 1</u>" of the Parktowne Industrial Park (the "<u>Industrial Park</u>");
- **WHEREAS**, Aries is the fee simple owner of certain unimproved land described in **Exhibit A-2** attached hereto, which is located within the City of Edgewater, Volusia County, Florida and described therein as "Lot 2" of the Industrial Park;
- WHEREAS, Parktowne Industrial is the owner of certain unimproved land described on <u>Exhibit A-3</u> attached hereto, which is located within the City of Edgewater, Volusia County, Florida and described therein as the "<u>Right-of-Way Tract</u>" of the Industrial Park;
- **WHEREAS**, Developer intends to commence development and construction of a commercial warehouse/industrial building upon Lot 1 (the "<u>Project</u>"), the same being generally depicted on the preliminary site plan attached hereto as <u>Exhibit B</u> hereof (the "<u>Site Plan</u>");
- **WHEREAS**, Lot 2 is intended to be developed by Aries, Developer and/or others with a commercial warehouse/industrial building;
- **WHEREAS**, an extension of Parktowne Boulevard is intended to be constructed upon the Right-of-Way Tract to provide access to Lot 1, Lot 2 and future phases of the Industrial Park;
- **WHEREAS**, development of the Industrial Park is subject to and governed by that certain *Development Agreement (Parktowne Industrial Center)* with the City, the same being dated February 3, 2003 and recorded as Instrument No. 2003-109432 in Official Records Book 5070, page 2930 of the Public Records of Volusia County, and subsequently re-recorded as Instrument No. 2005-098691 in Official Records Book 5534, page 1733 and which was subsequently amended and restated on July 18, 2016 and recorded in Official Records Book 7288, page 1725 of the Public Records of Volusia County (the "Development Agreement");
- **WHEREAS**, the Development Agreement further sets forth and establishes certain rights and obligations of the City and the owners of real property subject to the Development Agreement with respect to public facilities and infrastructure serving and benefitting the Parktowne Industrial Center;
- WHEREAS, development of the Project will require construction of certain infrastructure and improvements contemplated by the Development Agreement (the "Phase I Infrastructure") including: (a) a portion of Parktowne Boulevard ("Parktowne Boulevard"); (b) Dale Street ("Dale Street") and (c) a portion of the master stormwater management system, namely Pond 1-A and Pond 1-B which shall serve and benefit Parktowne Boulevard, Dale Street and the Industrial Park (the "Master Stormwater System") as shown on the Site Plan;

**WHEREAS**, pursuant to Section 6 of the Development Agreement, entitled *Public Facilities*, Developer, Aries and Parktowne Industrial are obligated to provide necessary road right-of-way and stormwater retention acreage for the aforedescribed Phase I Infrastructure and the City is obligated to construct the same;

WHEREAS, notwithstanding the terms and provisions of the Development Agreement, Developer and the City have agreed that Developer will design, permit and construct the Phase I Infrastructure in connection with Developer's development and construction of the Project, and the City shall, subject to and upon the terms and conditions set forth below, reimburse Developer for the actual costs and expense incurred by Developer in connection therewith; and

**WHEREAS**, it is therefore deemed to be in the interest of the public health, safety and welfare for the City to facilitate and to fund the cost and expense of constructing the Phase I Infrastructure, which shall, among other things, promote the development of the Project.

- **NOW, THEREFORE**, for and in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City and Developer, it is agreed as follows:
- 1. <u>Integration of Recitals</u>. The recitals set forth above are true, accurate and correct and constitute matters agreed to herein.
- 2. <u>Purpose of Agreement</u>. The purpose of this Agreement is to establish the respective rights and obligations of Developer and the City with respect to the construction of the Phase I Infrastructure, which improvements, Developer and the City acknowledge and agree, are essential for the development and construction of the Project.
- 3. <u>Term of Agreement</u>. The term of this Agreement shall commence on the Effective Date and expire upon the completion of construction of the Phase I Infrastructure.
- 4. **<u>Developer Obligations</u>**. Developer hereby agrees that it shall be responsible for performing, all of the following, with respect to this Agreement and the Improvements:
  - (a) Developer has heretofore retained the services of Oxbow Engineering LLC/Michael Sanders, J. Jr., P.E., Florida Professional Engineer's License No. 76918 (the "Engineer") to design and obtain from the City and such other governmental or regulatory agencies having jurisdiction over the Property, including, without limitation, the City and the St. Johns River Water Management District (the "District"), all necessary permits and approvals to construct the Phase I Infrastructure (the "Approvals"), which Approvals have been validly issued as of the Effective Date. Attached as composite Exhibit C hereof are the final construction plans for the Phase I Infrastructure (the "Construction Plans"), which the Parties confirm and agree are consistent with the Development Agreement and attached hereto as Exhibit D hereof is a summary of all Approvals obtained (including the respective permit number(s) therefor).
  - (b) Developer has heretofore entered into a contract with Hazen Construction, L.L.C., Florida Certified General Contractor's License No. CGC061991 (the "Contractor") to construct the Phase I Infrastructure consistent with the construction budget for such work attached hereto as **Exhibit E** hereof (the "Construction Budget") and the construction schedule attached hereto as **Exhibit F** hereof (the "Construction Schedule").

- (c) Within 90 days after the Effective Date, Developer shall cause the Contractor to commence construction of the Phase I Infrastructure upon Parcel 1, Parcel 2 and the Right-of-Way Tract, respectively, in accordance with the Construction Plans and Approvals therefor and diligently proceed to complete the same within 210 days thereafter, subject to Events of Force Majeure (as defined hereinbelow). Developer shall be responsible for attending (or causing a representative of Developer to attend) regularly schedule progress meetings with the Contractor during the construction of the Improvements and shall be responsible for overseeing all such construction activities. Developer shall provide the City with monthly updates as to the construction progress and shall promptly advise the City of any change orders proposed by the Contractor, which increase the total cost of the Improvements by more than 5% of that set forth in the Construction Budget (after taking into account line item savings).
- (d) Developer shall, subject to the City's reimbursement obligations set forth in <u>Section 5</u> below, be responsible for paying: (a) all costs and expense of the Engineer in designing and permitting the Phase I Infrastructure; (b) all costs and expense of obtaining the Approvals (including, without limitation, permit application and review fees); and (c) all costs and expense of the Contractor in constructing the Phase I Infrastructure.
- (e) Developer, Aries and Parktowne Industrial shall, respectively, upon completion of the Phase I infrastructure and acceptance thereof by the City in accordance with <u>Section 5</u> and <u>Section 8</u> below, dedicate to the City, at no cost or expense to the City, the Phase I Infrastructure by *Bill of Sale* and those portions of Parcel 1, Parcel 2 and the Access Tract upon which the Phase I Infrastructure is constructed and developed, which dedication shall be reflected in the plat (the "<u>Plat</u>") for the Industrial Park.
- 5. <u>City's Obligations</u>. The City agrees that it shall be responsible for performing, all of the following, with respect to this Agreement and the design, permitting, construction and development of the Phase I Infrastructure:
  - (a) The City agrees to cooperate with Developer in securing any and all permits and other approvals necessary to complete the construction of the Phase I Infrastructure, subject to Developer paying the costs thereof, and being reimbursed by the City pursuant to <u>Section 6</u> below.
  - (b) The City shall reimburse Developer for direct and actual out-of-pocket costs and expense incurred by Developer in connection with the design, permitting, development and construction of the Phase I Infrastructure, including, without limitation, all costs and expense of boundary and topographic surveys; geotechnical/soils studies and reports; environmental studies, assessments and reports; engineering and other professional design services; legal/attorney's fees; application preparation and submittal fees; permit issuance fees; grading, excavating and/or filling of lands; and all costs and expense of constructing Dale Street, Parktowne Boulevard, the Master Stormwater System and all infrastructure and improvements related thereto (collectively, the "Eligible Costs"), subject to and in accordance with the provisions of Section 6 below.
  - (c) The City shall, upon completion of the Phase I Infrastructure and inspection and approval of the same, accept Developer's, Aries' and Parktowne Industrial's dedication of the Phase I Infrastructure (by Bill of Sale) and lands upon which the same is constructed and developed (by Plat). The City agrees that it shall cooperate, in all respects, with Developer in processing the aforedescribed dedications and shall not unduly delay or forestall acceptance of the same, and upon dedication of the same, the City shall assume all maintenance and repairs thereof (subject to the Contractor's Warranty, as defined hereinbelow).

- Reimbursement Procedure. Developer shall, during the pendency of the construction and 6. development of the Phase I Infrastructure, submit to the City, no more frequently that once per calendar month, an application for payment (the "Application for Payment") setting forth the amount of Eligible Costs to be reimbursed, together with: (a) a certification of Developer and/or the Engineer that the work for which reimbursement is requested, has been performed; (b) copies of paid invoices in an amount equal to the Eligible Costs to be reimbursed; (c) waivers and releases of lien from all contractors, subcontractors, materialmen, suppliers and laborers who performed the work for which reimbursement is sought; and (d) a summary of: (i) the work completed through the date of the Application for Payment, (ii) the amount of Eligible Costs reimbursed through such date, (iii) the value of the work remaining to be completed, and (iv) a reconciliation of actual costs reimbursed (based upon a percentage of work completed) versus those set forth in the Construction Budget. The City shall have a period of 5 business days after receipt of each Application for Payment (the "Review Period") to review the Application for Payment and attachments for completeness and correctness and to either approve or object to the same. If the City approves an Application or Payment (or does not object to the same within the Review Period), then the City shall within 25 days after the expiration of the Review Period, pay Developer the amounts set forth in the Application for Payment. Should the City have any objections to an Application for Payment, the City shall, within the Review Period, deliver written notice thereof to Developer ("Objection Notice"), stating, with specificity, the line item(s) to which the City objects and the basis for such objection. Any objections shall be made in good faith and based solely upon the following criteria: (x) a line item for which reimbursement is requested is not within the scope of Eligible Costs as defined herein; (y) the line item amount for which reimbursement is requested is not consistent with the corresponding line item on the Construction Budget after taking into account line item savings; or (z) the work for which reimbursement is requested has not been completed in accordance with the Approvals therefor. With respect to any line items to which the City does not object, the City shall, within 25 days after the expiration of the Review Period, pay Developer the corresponding amounts thereof, without prejudice to the matters set forth in the City's Objection Notice. The City and Developer will endeavor to resolve any disputed matters referenced in an Objection Notice, within 15 days after Developer's receipt of the same. If the City and Developer are unable to resolve any disputes set forth in the City's Objection Notice within the aforesaid 15-day period, the Parties shall submit the same to arbitration, in accordance with the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding upon the Parties. Each Party shall bear its own costs and expenses associated with the arbitration process, and the fees of the arbitrator(s) shall be shared equally by the Parties.
- **Reimbursement Amount; Change Orders.** The Parties agree that, as set forth in the Construction Budget, the anticipated amount to be reimbursed by the City to Developer hereunder, for the Phase I Infrastructure, shall be \$1,464.974.00 (which amount has, as of the Effective Date been approved by the City by all necessary City Council or administrative action), subject only to approved Change Orders (as defined hereinbelow). Should the actual costs and expenses of constructing and developing the Phase I Infrastructure exceed the Construction Budget due to Events of Force Majeure and/or other factors or matters that are outside of the control or direct influence of Developer and/or the Contractor, specifically including, but not limited to: (a) any unexpected increases or changes in labor or material costs; (b) substitution of materials due to unavailability or limited availability of materials originally specified; (c) unanticipated field conditions requiring a modification to the Construction Plans; and/or (d) other costs or expense that are not generally within the control or direct influence of Developer and/or the Contractor (hereinafter "Increased Costs"), and the Increased Costs are not able to be offset by other line item savings, Developer shall submit to the City, a written change order setting forth the anticipated amount of the Increased Costs, the reason or basis for such increase and the overall affect upon the Construction Budget (taking into account any prior Change Orders submitted by Developer and approved by the City) (hereinafter "Change Order"). The City will have a period of 5 business days after receipt of the Change Order from Developer, in which to either approve of or object to such Change Order. If the City approves of a proposed Change Order (or does not object to the same within the aforesaid 5 business day period), then Developer shall revise or cause the Contractor to revise the Construction Budget, and provide the same to the City, whereupon such revised Construction Budget shall be deemed and become controlling for all matters applicable herein. Should the City object to a requested Change

Order, Parties will endeavor to resolve any disputes with respect to a requested Change Order within 15 days after the City's receipt of the same, failing which, either: (i) Developer may withdraw the requested Change Order and proceed with constructing and developing the Phase I Infrastructure in accordance with the Construction Budget (as modified by any prior approved Change Orders); or (ii) the Parties shall submit the dispute to arbitration, in accordance with the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding upon the Parties. Each Party shall bear its own costs and expenses associated with the arbitration process, and the fees of the arbitrator(s) shall be shared equally by the Parties.

- 8. <u>Development Deliverables</u>. Developer shall cause all of the following deliverables and requirements regarding the Phase I Infrastructure ("<u>Development Deliverables</u>") to be satisfied and delivered, as applicable, individually in accordance with any dates set forth below:
  - a. Developer shall, within 45 days of completing construction and development of the Phase I Infrastructure, deliver to the City a complete set of as-built drawings prepared, signed and sealed by the Engineer, showing all of the improvements as actually constructed by the Contractor. Such as-built drawings shall be in a form typically prepared by reasonably prudent architects or general contractors when preparing as-built drawings for Projects of a similar type and scope and shall be stamped or otherwise denoted as "as-built";
  - b. Developer shall coordinate the preparation of and deliver to the City an ALTA "asbuilt" survey of the Phase I Infrastructure (the "<u>Survey</u>") prepared by a registered land surveyor, licensed in the State, containing a certification to the City and Developer;
  - c. Developer shall use commercially reasonable diligent efforts to cause the Contractor to deliver a final and enforceable lien waiver, signed by Contractor evidencing final payment under the Construction Contract, which lien waiver shall be in a form and substance reasonably satisfactory to the City;
  - d. Developer shall cause the Contractor to issue to the City a two (2) year warranty for all work related to the Phase I Infrastructure (the "Contractor's Warranty"); and
  - e. Developer shall prepare, execute and deliver to the City appropriate documentation for the Developer to transfer operational and maintenance responsibility of the Master Stormwater System to the City, upon dedication thereof.
- 9. <u>Consent to Construction and Development of the Phase I Infrastructure</u>. Aries and Parktowne Industrial, by joinder in the execution of this Agreement, hereby consent and agree to the construction and development of the Phase I Infrastructure upon their respective lands, as shown and depicted on <u>Exhibit B</u> hereof; provided, however, that the foregoing consent and agreement and the joinder by Aries and Parktowne Industrial in this Agreement shall not be deemed or construed as an assumption of any of Developer's obligations hereunder.
- 10. <u>Impact Fee Credits</u>. The Parties acknowledge and agree that, subject to the City reimbursing Developer for the Eligible Costs of constructing and developing the Phase I Infrastructure, neither Developer, Aries nor Parktowne Industrial shall be entitled to receive any impact fee credits for the land dedicated associated therewith and that, Developer and each person or party who develops any portion of the Industrial Park shall, as set forth in Development Agreement, be responsible for paying all impact fees applicable to the their respective Lots and/or parcels and shall not receive any impact fee credits for constructing and developing the Phase I Infrastructure.
- 11. **<u>Binding Effect.</u>** This Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

- Applicable Law; Jurisdiction; Venue. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Volusia County, Florida. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Project shall not relieve Developer of the obligations herein, to comply with the law governing such permit requirements, conditions, terms and restrictions.
- 13. **Joint Preparation.** Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 14. **Exhibits.** All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
- 15. <u>Captions or Paragraph Headings</u>. 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 of intent of this Agreement, nor the intent of any provision hereof.
- 16. <u>Counterparts.</u> This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.
- 17. **Amendment.** This Agreement may only be amended by a written instrument, executed by the parties hereto.
- 18. **Further Assurances.** Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other parties in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.
- 19. **Force Majeure.** For purposes hereof, "Events of Force Majeure" means strikes, lockouts, war, civil unrest, rioting, fire or other casualties, government restrictions or moratoria (whether at the city, county and/or state level), inclement weather, unavailability of labor or material despite reasonable diligence, material interruption of utility services, unforeseen changes in applicable laws of general application that would have a material adverse effect on the Project, acts of God, terrorism or other similar events, pandemics and/or epidemics.
- 20. <u>Limited Obligations of the City</u>. This Agreement shall not be or constitute a general obligation or indebtedness within the meaning of the Constitution of the State of Florida. The obligations hereunder are limited and special obligations of the City. Developer shall not have the right to compel the exercise of the ad valorem taxing power or the use of ad valorem tax revenues of the City to pay any obligations of the City hereunder and the City's obligations shall be payable solely from legally available non-ad valorem revenues of the City.
- 21. <u>Notices</u>. Any notices or reports required by this Agreement shall be made, in writing, and addressed to the respective party or parties, as follows:

For the City:

City Manager City of Edgewater 104 N. Riverside Drive Edgewater, FL 32132

With a Copy to:

Development Services Director City of Edgewater 104 N. Riverside Drive Edgewater, FL 32132

City Clerk City of Edgewater 104 N. Riverside Drive Edgewater, FL 32132 For Developer and Parktowne Industrial:

Edgewater Parktowne IND 1 LLC Attn: Dhvanit Patel

5600 Mariner Street Suite 150

Tampa, FL 33609

Parktowne Industrial LLC Attn: Dhvanit Patel 5600 Mariner Street Suite 150

Tampa, FL 33609

With a copy to:

Meridian Partners Law P.A. Attn: Bryan W. Sykes, Esquire 4923 West Cypress Street Tampa, FL 33607

For Aries:

Aries Space Coast Parcel 2, LLC c/o Aries Capital LLC Attn: Neil Freeman 6899 Collins Avenue, #1809 Miami Beach, Florida 33141

With a copy to:

Berger Singerman LLP Attn: Barry D. Lapides, Esq. and Josh Brandsdorfer, Esq. 1450 Brickell Avenue, Suite 1900 Miami, Florida 33130

All notices between the parties shall be in writing and shall be served either personally, by certified mail or by overnight courier service. Notice shall be deemed given upon receipt or refusal of service.

- 22. <u>Land Development Regulations</u>. Notwithstanding anything contained in this Agreement to the contrary, the City does not, by this Agreement, abrogate any right it may have to grant or deny any particular land development regulatory approval, zoning classification or any applicable permit or approval with respect to any portion of the Project.
- 23. <u>Future Phases</u>. The Parties each acknowledge and agree that the Project and the corresponding Phase I Infrastructure constitute the initial phase of development for the lands comprising the Parktowne Industrial project, and that future phases of development, whether by Developer, Aries and/or others, will necessarily require an extension of Parktowne Boulevard and an expansion of the Master Stormwater System, which improvements shall continue to be the obligation of the City, subject to and upon the terms and conditions of the Development Agreement. The foregoing notwithstanding, all obligations of

Developer and the City with respect to the construction and development of the Phase I Infrastructure shall be deemed satisfied upon dedication of the same by Developer to the City, as contemplated herein.

- 24. <u>Authority</u>. Each Party represents and warrants that it has the full power and authority to enter into this Agreement, and that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate, municipal or other applicable action.
- 25. **Effective Date and Duration.** This Agreement shall become effective upon execution by Developer and the City (the "Effective Date") and shall remain in effect until all of the obligations of the Parties provided for in this Agreement have been satisfied, unless otherwise extended or terminated as provided for herein. This Agreement may be terminated only by mutual written agreement of the parties.
- 26. <u>Effect upon Development Agreement</u>. This Agreement is not intended to affect, modify and/or amend the rights and obligations of the Parties under the Development Agreement except for Developer's agreement to construct and develop the Phase I Infrastructure for and on behalf of the City, subject to the City's reimbursement of the Eligible Costs incurred by Developer.
- 27. **Entire Agreement**. This Agreement contains the complete and entire understanding and agreement of the City and Developer with respect to the matters set forth herein, and all prior inconsistent agreements, understandings and/or arrangements are expressly declared null and void.

### SIGNATURE PAGE FOLLOWS

(remainder of page intentionally left blank)

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Witnesses:	DEVELOPER:		
	EDGEWATER PARKTOWNE IND 1 LLC, a Florida limited liability company		
Name:			
Name:			
	Dated:		
	ARIES SPACE COAST PARCEL 1 LLC, a Delaware limited liability company		
Nama			
Name:			
Name:			
	Dated:		
	PARKTOWNE INDUSTRIAL LLC, a Florida limited liability company		
	By: Parktowne Industrial ME LLC, a Florida limited liability company, its Manager		
Name:			
Name:			
	 Dated:		

## SIGNATURE PAGE CONTINUES ON FOLLOWING PAGE

	CITT.		
Attest:	CITY OF EDGEWATER, a municipal corporation		
, City Clerk	By:		
	By: Name:		
By:	Title:		
Name:			
Title:			
	Dated:		
Approved as to form and legal sufficiency:			
By:			
Name:			
TP: 41			

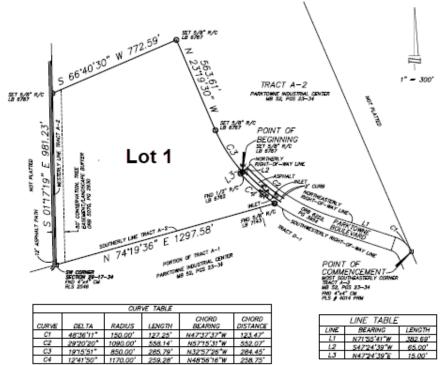
### LEGAL DESCRIPTION

A PORTION OF TRACT A-2 AS SHOWN ON THE PLAT OF PARKTOWNE INDUSTRIAL CENTER AS RECORDED IN MAP BOOK 52, PAGES 23 THROUGH 34 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID TRACT A-2, SAID POINT BEING THE POINT OF WAY LINE OF PARKTOWNE BOULEVARD ACCORDING TO SAID PLAT OF PARKTOWNE INDUSTRIAL CENTER, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAWING A RADIUS OF 150.00 FEET, AN INCLUDED ANGLE OF 48°36′11″, A CHORD BEARING OF N 47°37′37″ W AND A CHORD DISTANCE OF 121.47 FEET, RIN 127.25 FEET ALONG THE ARC OF SAID CURVE AND SAID NORTHEASTERLY FIRST OF WAY LINE TO THE POINT OF TANCENCY THEREOF; THENCE CONTINUE ALONG THE NORTHEASTERLY AND NORTHEASTERLY RICHT-OF-WAY LINE OF PARKTOWNE BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 6222, PAGE 3954, PUBLIC RECORDS OF VOLUSIA COUNTY, FORDIA THE FOLLOWING THERE (3) COURSES AND DISTANCES: (1) RUN N 7'15°41″ W, A DISTANCE OF 382.09 FEET (2) TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAWING A RADUS OF 109.00 FEET, AN INCLUDED ANGLE OF 29°20′20″, A CHORD BEARING OF N 57'15′31″ W AND A CHORD DISTANCE OF 582.07 FEET, RUN 558.14 FEET ALONG THE ARC OF SAID CURVE TO A POINT; (3) THENCE RUN S 47'24′39″ W, A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING; SAID POINT BEING A POINT ON A CURVE CONCAVE NORTHEASTERLY HAWING A RADUS OF 850.00 FEET, AN INCLUDED ANGLE OF 1915′51″, A CHORD BEARING OF N 32'5′26″ W AND CHORD DISTANCE OF 584.45 FEET, THENCE BUY N 23'19′30″ W, A DISTANCE OF 58.00 FEET OF THE POINT OF TAKORDY THEREOF; THENCE RUN N 23'19′30″ W, A DISTANCE OF 58.01 FEET TO THE POINT OF TAKORDY THEREOF; THENCE RUN N 123'19′30″ W, A DISTANCE OF 58.01 FEET TO THE POINT OF TAKORDY THEREOF; THENCE RUN N 123'19′00″ W, A DISTANCE OF 58.01 FEET TO THE POINT OF TAKORDY THEREOF; THENCE RUN N 123'19′00″ W, A DISTANCE OF 58.01 FEET TO THE POINT OF TAKORDY THEREOF; THENCE RUN N 123'19′00″ W, A DISTANCE OF 58.01 FEET TO THE POINT OF TAKORDY THEREOF, THENCE RUN S 01'12′00″ E ALONG THE SITERLY LINE OF SAID TRACT A-2; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT A-2; THENCE ALONG

CONTAINING 22,505 ACRES, MORE OR LESS.



### SURVEY REPORT/NOTES

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LIMITATION OF LIABILITY: RELAKES ON THIS SURVEY IS RESTRICTED TO THOSE PARTIES LISTED AS "REPORTED TO" ON THE TRICE OF THIS SURVEY. NOTICE OF COPYRIGHT: Address on burners to surray MAPS on REPORTS BY STEEL THAN SEQUED PARTY OR FARTER IS PROPRIED WITHOUT WRITES COMEST OF THE SEQUED PARTY OR PARTES. ELECTRONIC FILE: IF THE PLE MAI BOND RACHORDMAY BY SENERGE AS NOTE IN SENERGE SLOCK, OF THE DATE MAJOR THAT THEY SHOW IN CASE A CHITTA SHANKER, MANTE COURSE OF THE OFF CONSIDERS SHOOL AND SENERGE AND THE SHANKER WAS IT SHAPED ON ANY LECTRONIC CONT.

### LEGAL DESCRIPTION

A PORTION OF TRACT A-2 AS SHOWN ON THE PLAT OF PARKTOWNE INDUSTRIAL CENTER AS RECORDED IN MAP BOOK 52, PAGES 23 THROUGH 34 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID TRACT A-2, SAID POINT LYING ON THE MORTHEASTERLY RIGHT OF WAY LINE OF PARKTOWNE BOULEVARD ACCORDING TO SAID PLAT OF PARKTOWNE INDUSTRIAL CENTER, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 180,00 FEET, AN INCLUDED ANGLE OF 48°05'11", A CHORD BEARING OF N 4°73"73" WAND CHORD DISTANCE OF 123.47 FEET, RUN 127.25 FEET ALONG THE ARC OF SAID CURVE AND SAID RIGHT OF WAY LINE TO THE POINT OF TAMOGROY TREBOT; THENCE CONTINUE ALONG THE NORTH-BASTERLY RIGHT-OF-WAY LINE OF PARKTOWNE BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 6222, PAGE 3954, PUBLIC ALONG THE NORTHEASTERLY RIGHT-OF-MAY LINE OF PARKTOMNE BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 6222, PAGE 3934, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA THE FOLLOWING TWO (2) COURSES AND DISTANCES; (1) RUN N 71'35'41" W, A DISTANCE OF 382.69 FEET (2) TO THE POINT OF CURRYATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1090.00 FEET, AN INCLUDED ANGLE OF 2414'16", A CHORD BEARING OF N 59'48'33 W AND A CHORD DISTANCE OF 457.67 FEET, RUN 461.10 FEET ALONG ARC OF SAID CURVE TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-MAY LINE RUN N 68'40'30" E, A DISTANCE OF 590.01 FEET; THENCE RUN N 83'19'30" W, A DISTANCE OF 982.67 FEET; THENCE RUN S 68'40'30" W, A DISTANCE OF 685.01 FEET THENCE RUN S 23'19'30" E, A DISTANCE OF 53.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 800.00 FEET, AN INCLUDED ANGLE OF 19'15'51", A CHORD BEARING OF 53.25'72'56" E AND A CHORD DISTANCE OF 287.71 FEET, RUN 268.98 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON THE NORTHERLY DISTANCE OF 540 FEAT OF SAID CURVE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PARKTOWNE BOLLEVARD, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE RUN N 472433" E, A DISTANCE OF 15.00
FEET TO A POINT ON THE AFOREMENTIONED NORTHEASTERLY RIGHT-OF-WAY LINE OF PARKTOWNE BOLLEVARD, SAID POINT BEING ON A CLIVE CONCAVE
NORTHEASTERLY HAVING A RADIUS OF 1090.00 FEET, AN INCLUDED ANGLE OF 50%"04", A CHORD DISTANCE
OF 97.01 FEET, RUN 97.04 FEET ALONG THE ARC OF SAID CURVE AND SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.





### SURVEY REPORT/NOTES:

- S45'08'23"E

05'06'04" 1090.00' 97.04'

- METERIA DE CONTREMENTO DE PARICOR.

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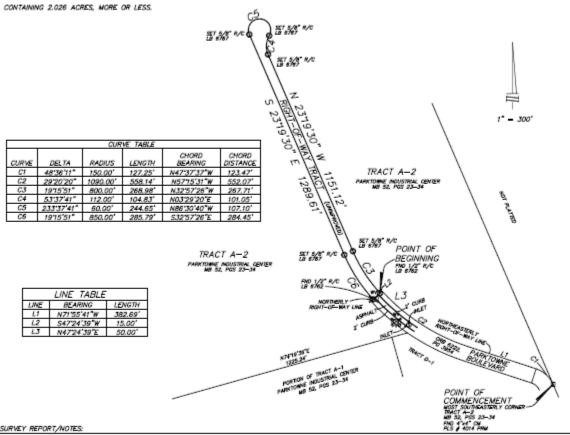
### Exhibit A-3

### Right-of-Way Tract

### LEGAL DESCRIPTION

A PORTION OF TRACT A-2 AS SHOWN ON THE PLAT OF PARKTOWNE INDUSTRIAL CENTER AS RECORDED IN MAP BOOK 52, PAGES 23 THROUGH 34 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID TRACT A-2, SAID POINT LYING ON THE MORTHEASTERLY RIGHT OF WAY LINE OF PARKTOWNE BOULEVARD ACCORDING TO SAID PLAT OF PARKTOWNE INDUSTRIAL CENTER, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 150.00 FEET, AN INCLUDED ANGLE OF 438'11", A CHORD BEARING OF N 47'37'37" W AND A CHORD DISTANCE OF 123.47 FEET, RUN 127.25 FEET ALONG THE ARC OF SAID CURVE AND SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF TANGENCY THEMSOR; THENCE CONTINUE ALONG THE MORTHEASTERLY AND NORTHEASTERLY HAVING BOULEVARD AS DESCRIBED IN OFFICIAL RECORDS BOOK 6222, PAGE 3854, OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA THE FOLLOWING THREE (3) COURSES AND DISTANCES; (1) RUN N 7'55'4'1" M, A DISTANCE OF 322.89 FEET (2) TO THE POINT OF CURVATURE OF A CURVE CONCAVE MORTHEASTERLY HAVING A RADIUS OF 1090.00 FEET, AN INCLUDED ANGLE OF 29'20'C, A CHORD BEARING OF N 57'15'31 W AND A CHORD DISTANCE OF 552.07 FEET, RUN 558.14 FEET ALONG ARC OF SAID CURVE TO A POINT, (3) THENCE RUN S 47'24'39" W, A DISTANCE OF 15.00 FEET TO THE POINT OF BEDINNING, SAD POINT BEING A POINT ON A CURVE CONCAVE MORTHEASTERLY HAVING A RADIUS OF 15.10 FEET, THENCE OPPARTING SAID NORTHEASTERLY HAVING A RADIUS OF 115.12 FEET TO THE POINT OF AUGUST AND A CHORD DISTANCE OF 151.17 FEET. THENCE OPPARTING SAID NORTHEASTERLY HAVING A RADIUS OF 112.00 FEET, AN INCLUDED ANGLE OF 95337'4", A CHORD BEARING OF N 32'9'20" E AND A CHORD DISTANCE OF 115.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE MORTHEASTERLY HAVING A RADIUS OF 112.00 FEET, AN INCLUDED ANGLE OF 5333'4", A CHORD BEARING OF N 03'29'20" E AND A CHORD DISTANCE OF 101.05 FEET, AND INCLUDED ANGLE OF 5530'C WAY AD A CHORD DISTANCE OF 101.05 FEET, THENCE RUN N 23'19'30" W, A DISTANCE OF 101.05 FEET AND INCLUDED ANGLE OF 102.10 FEET, THENCE DEPARTING SAID NORTHEASTERLY HAVING A RADIUS OF 112.00 FEET, AN INCLUDED ANGLE OF 102.10 FEET, RUN 244.85 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 23'3 LINE RUN N 47'24'39" E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.



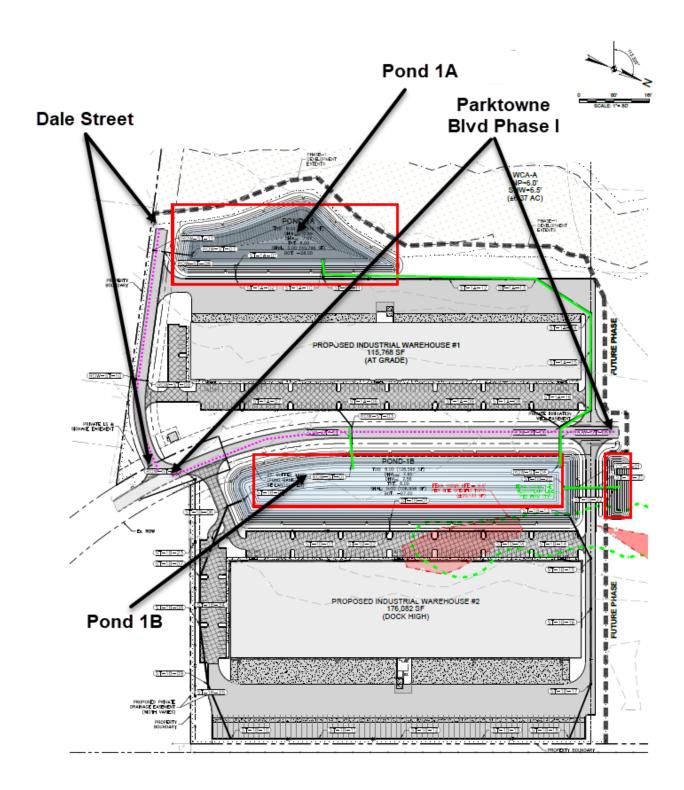
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# Exhibit C Construction Plans

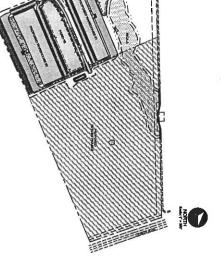
(30 pages follow this page)

# SPACE COAST COMMERCE PARK @ PARKTOWNE **CONSTRUCTION PLANS**

CITY OF EDGEWATER, FL

PREPARED FOR:
ONICX MANAGEMENT
GROUP, LLC

5600 MARINER STREET, SUITE 140
TAMPA, FL 33609



PREPARED BY:

WORX

PROJECT MAP



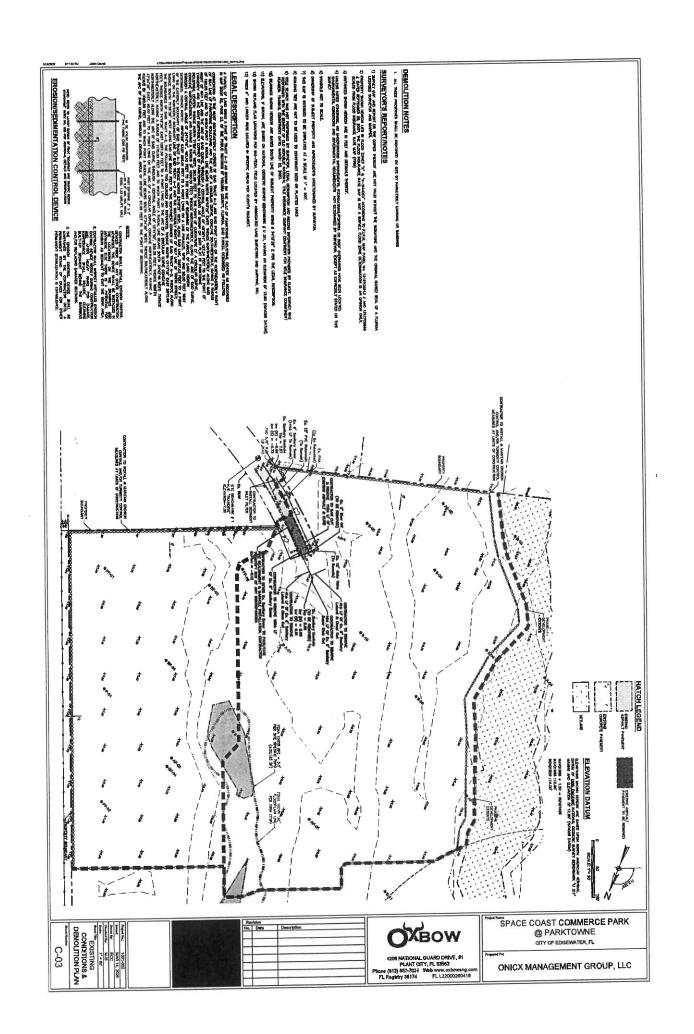
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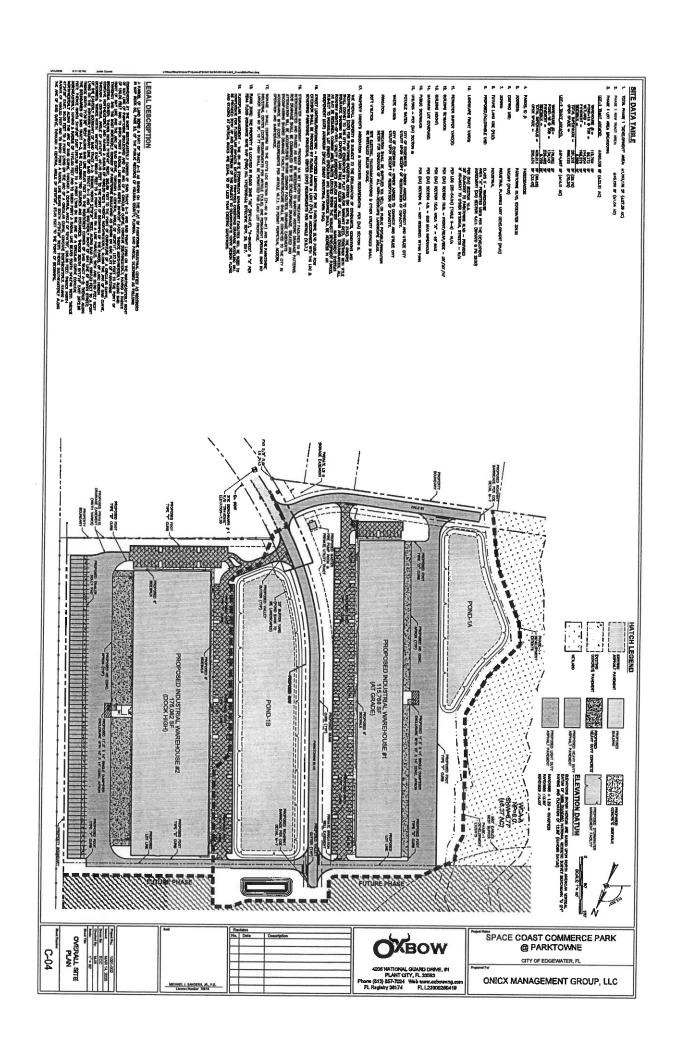


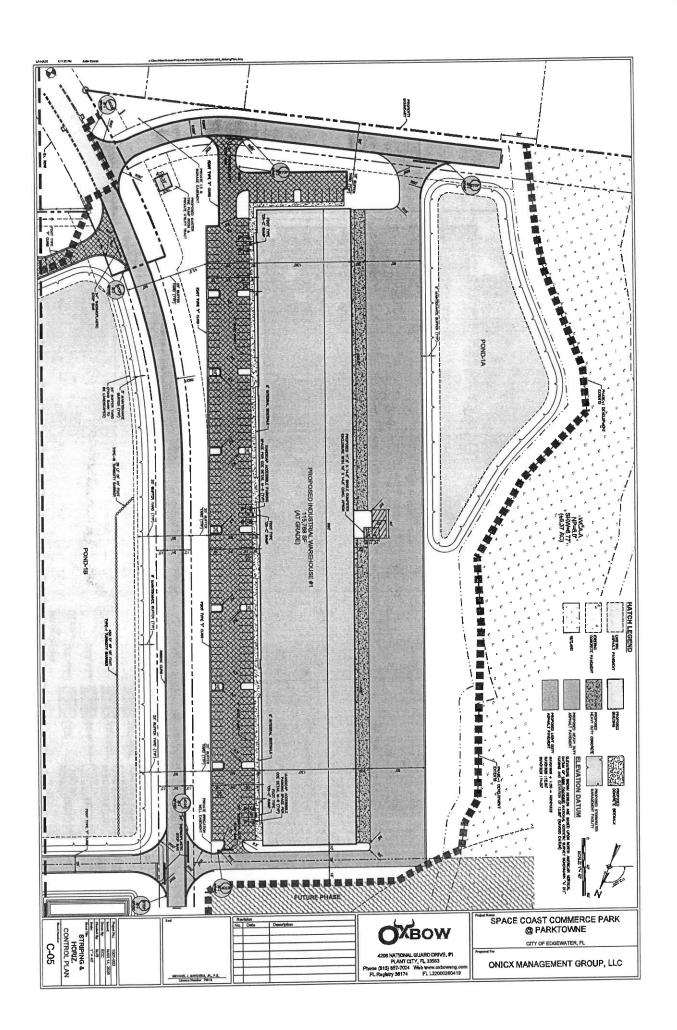
SPACE COAST COMMERCE PARK @ PARKTOWNE

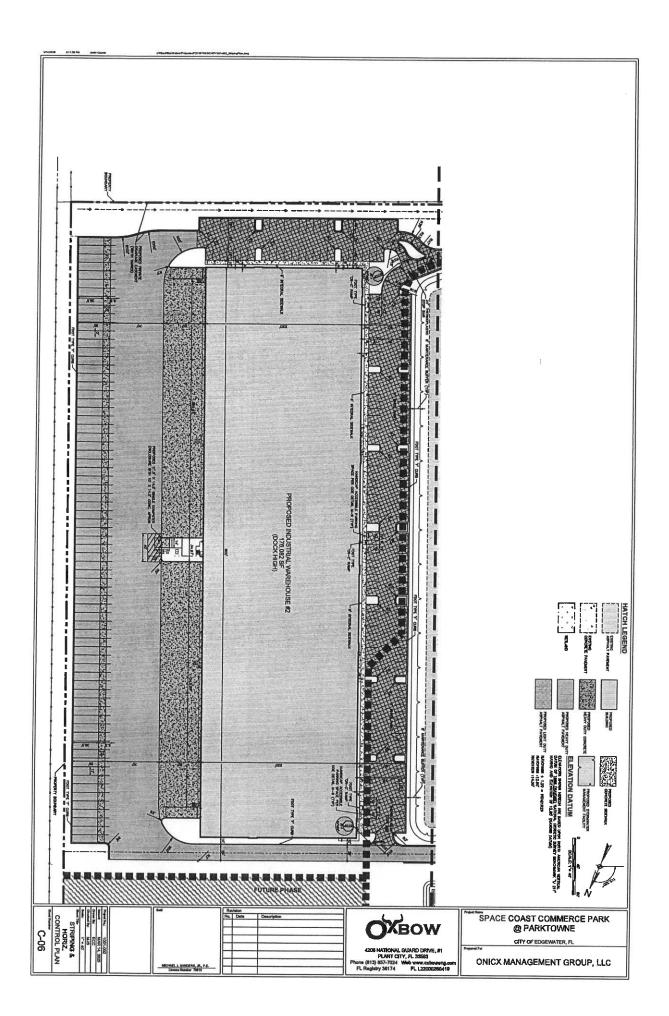
ONICX MANAGEMENT GROUP, LLC

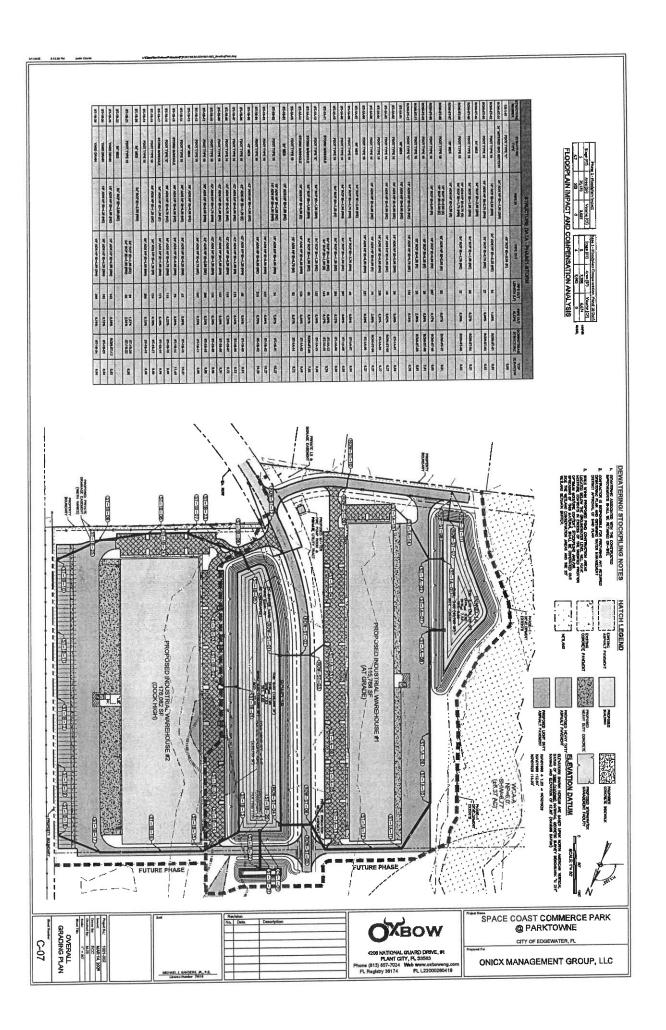
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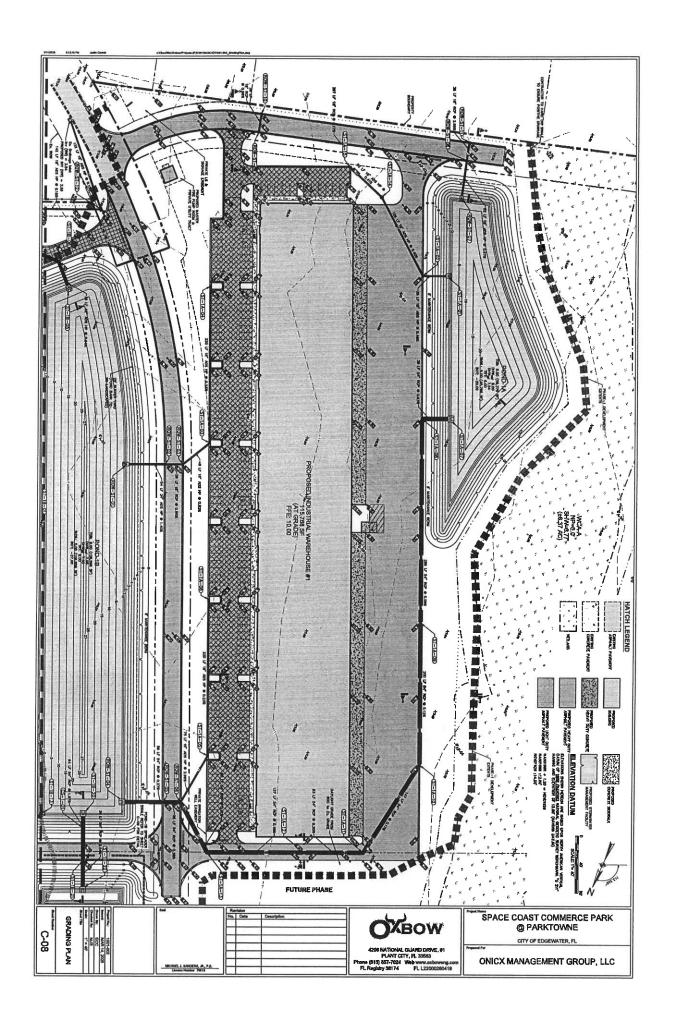


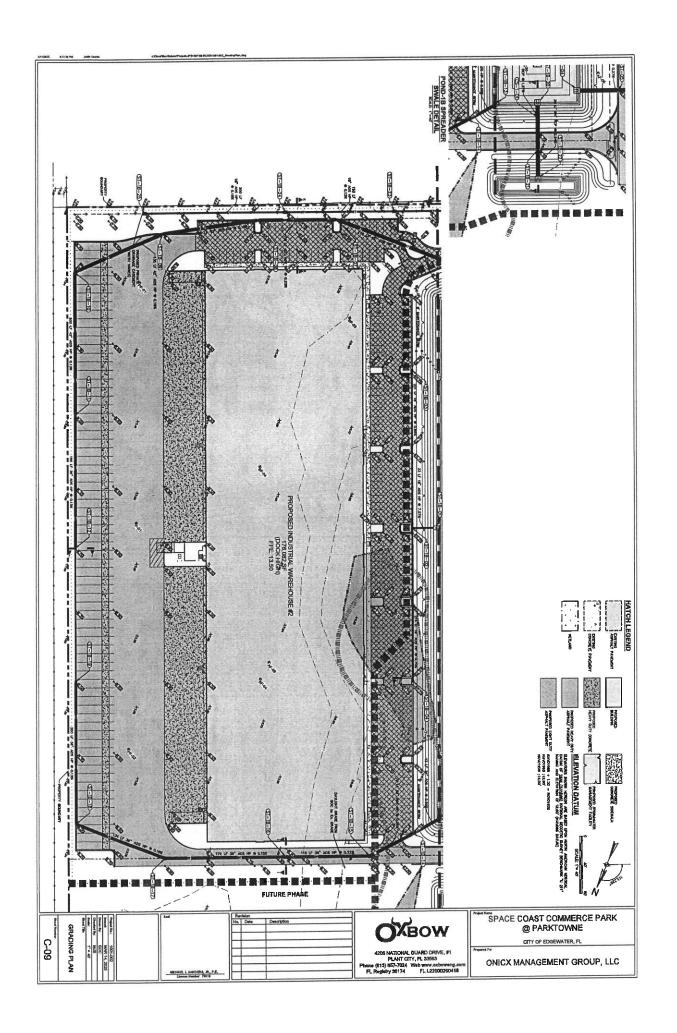


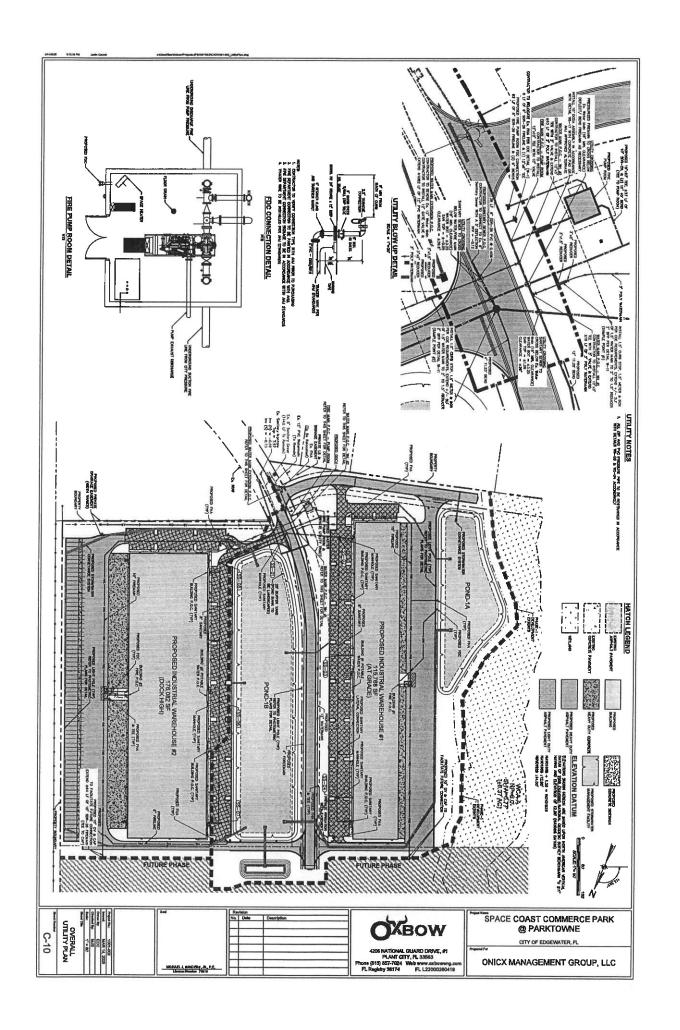


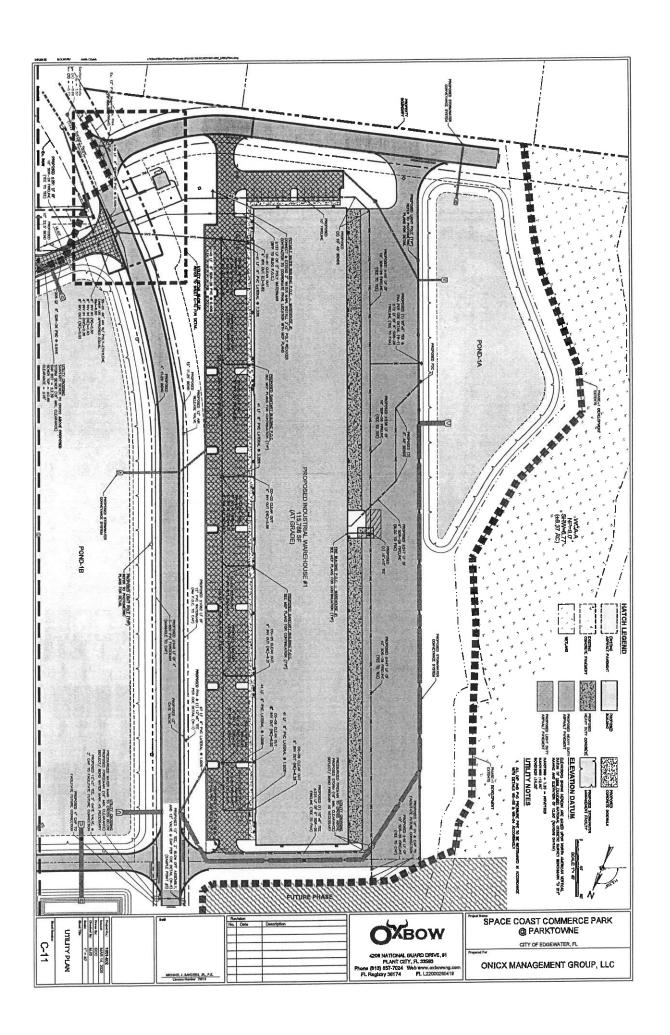


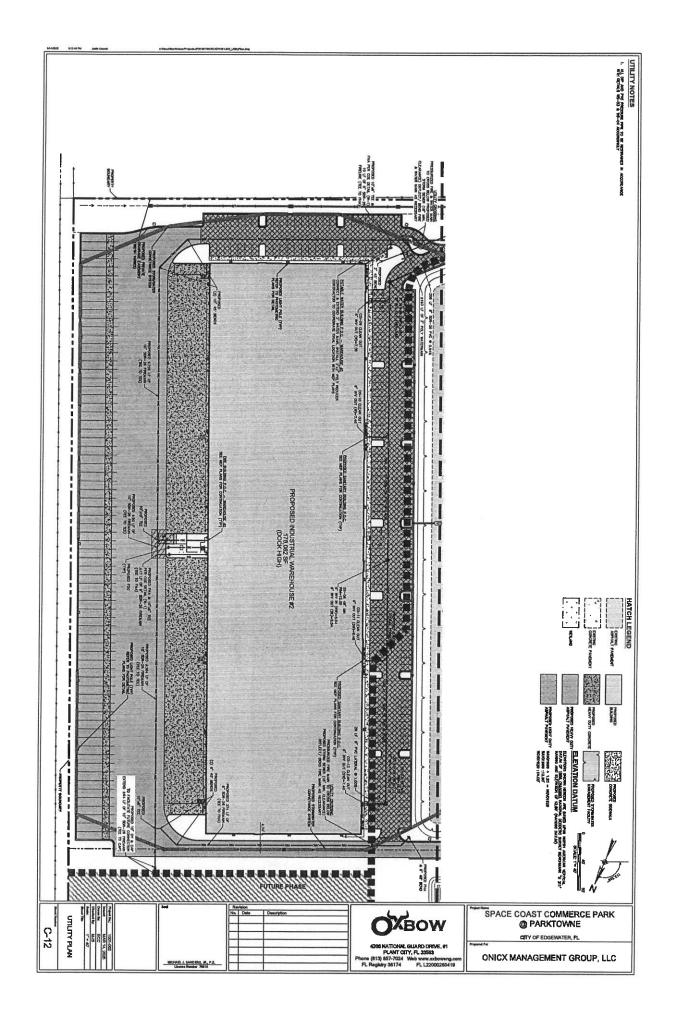


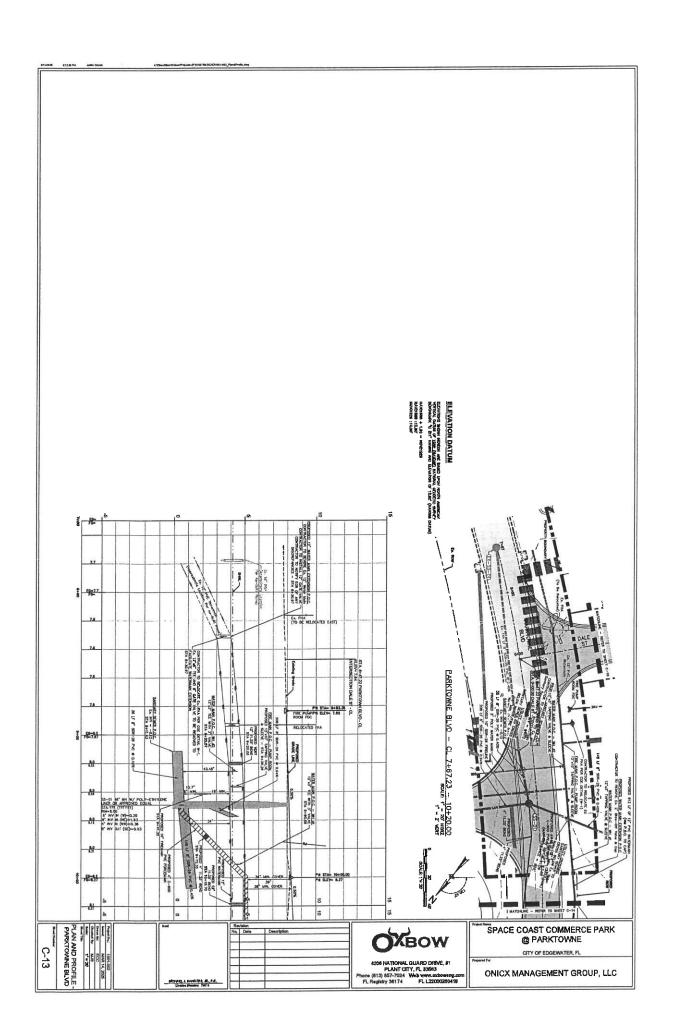


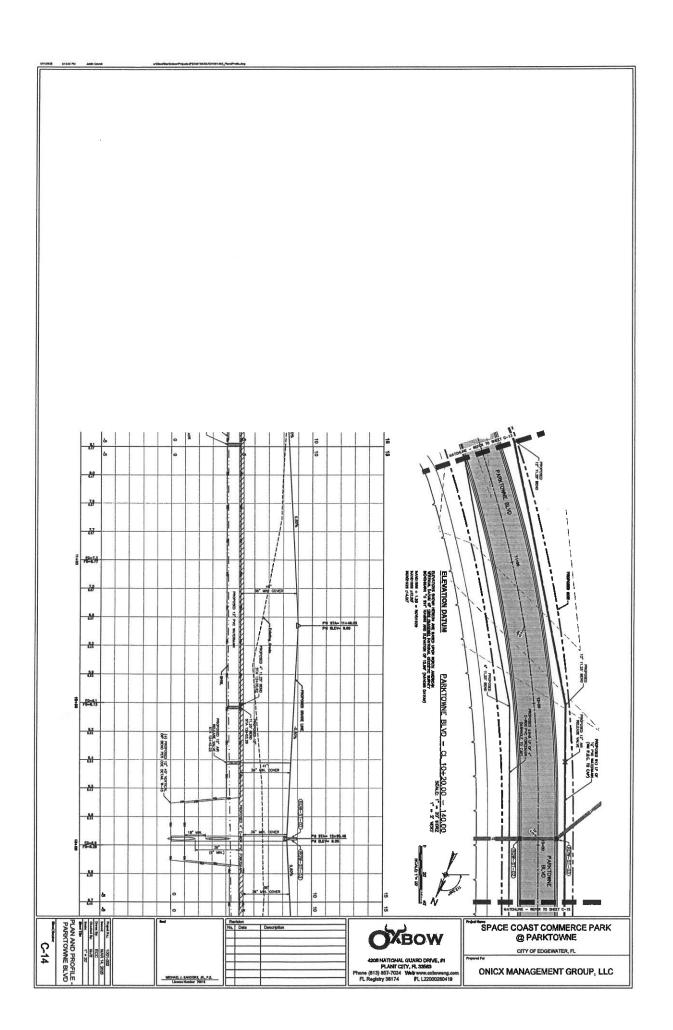


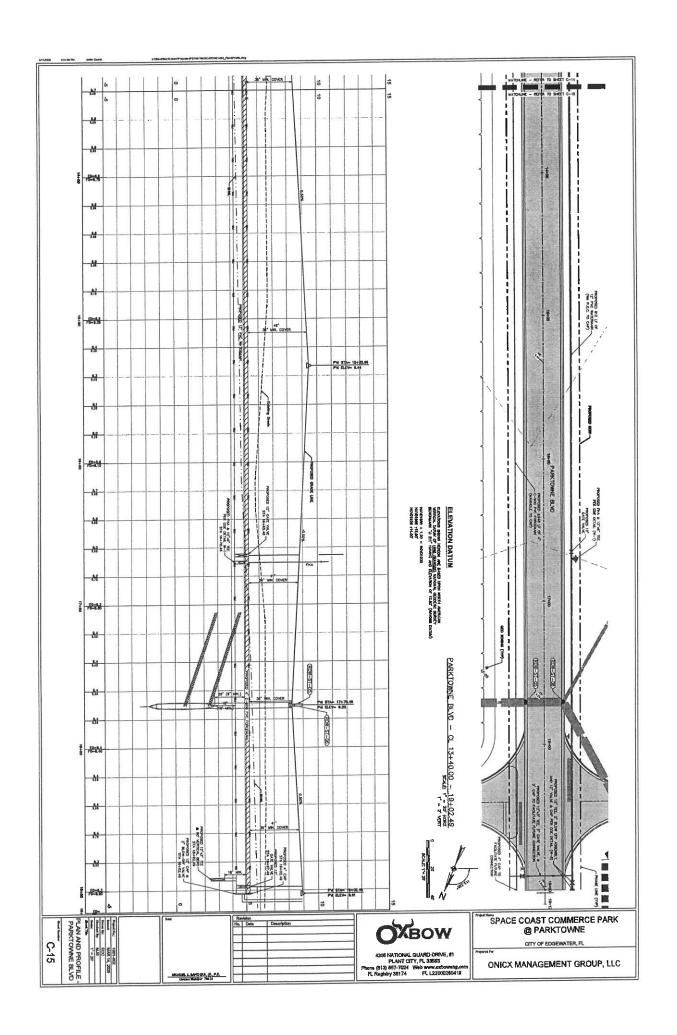


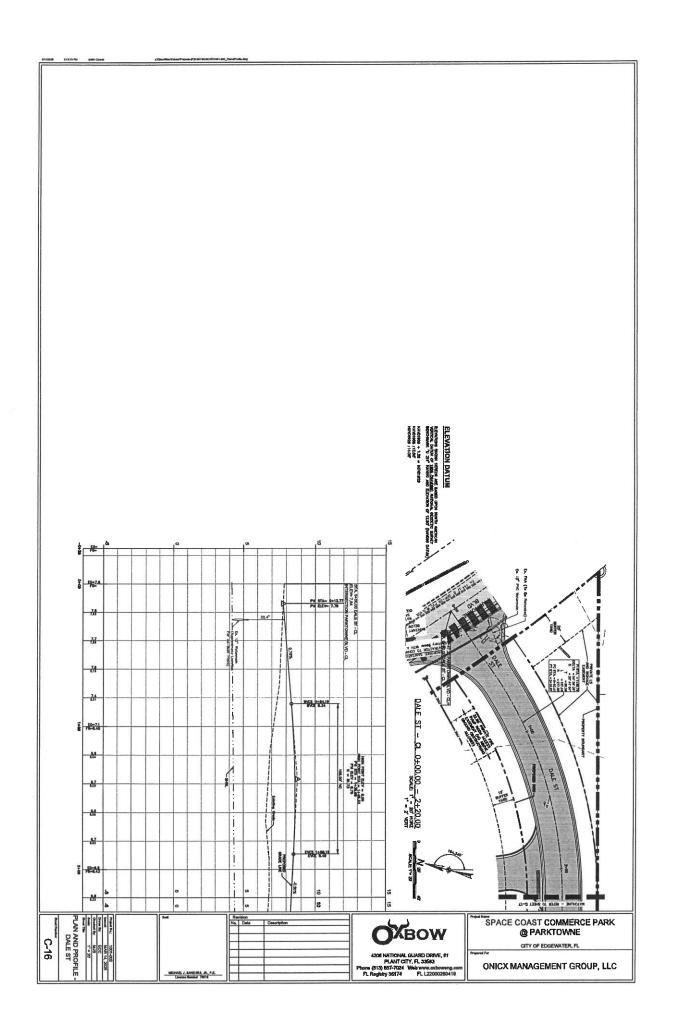


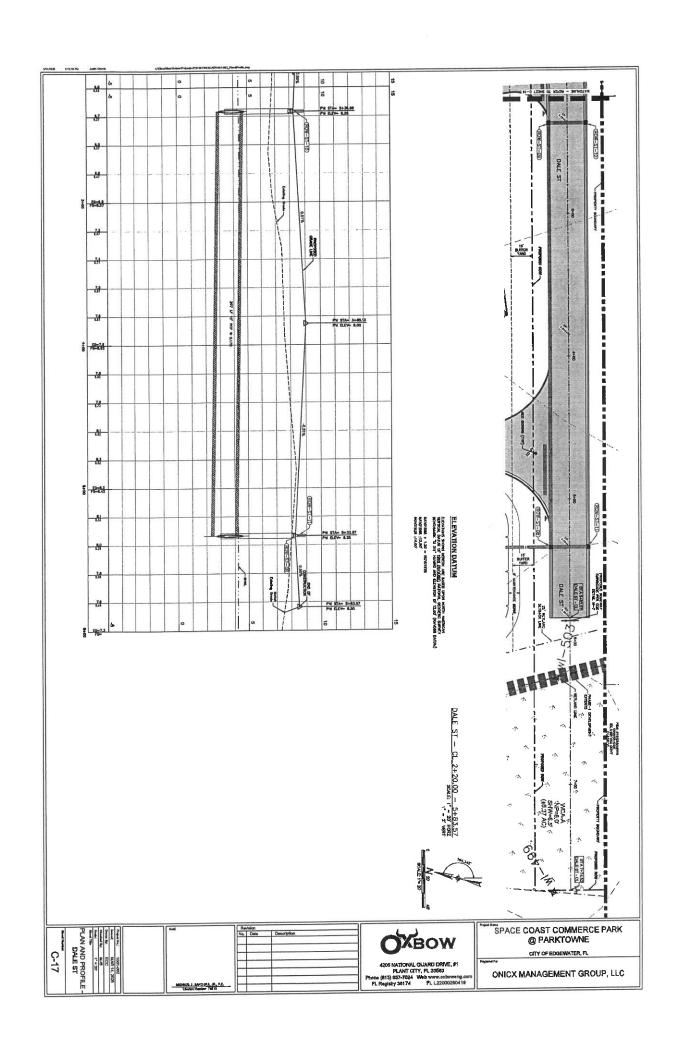


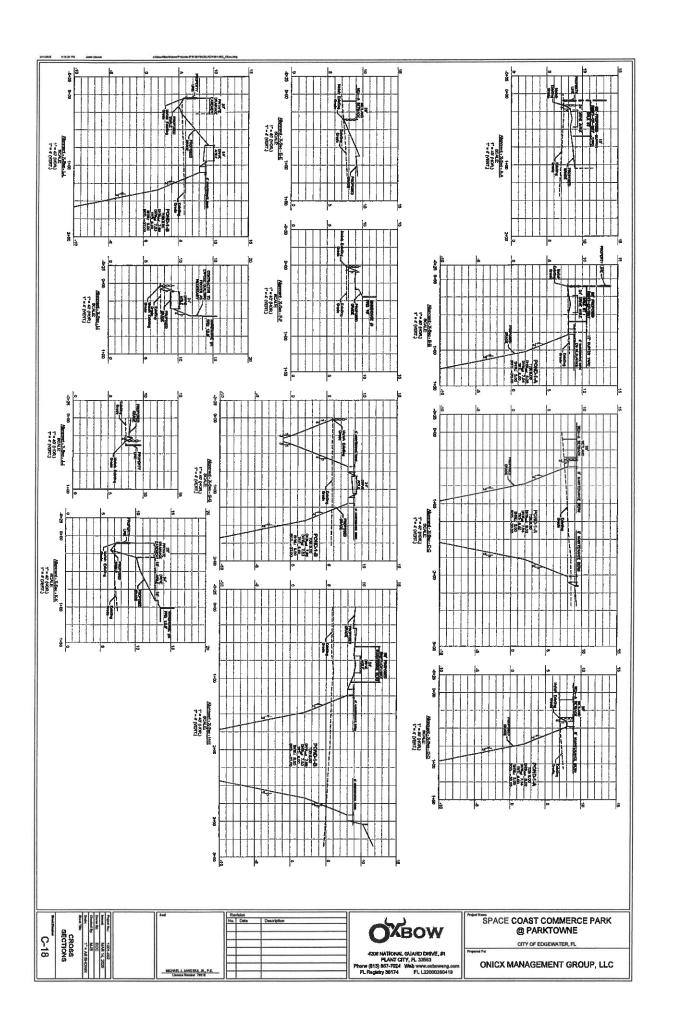


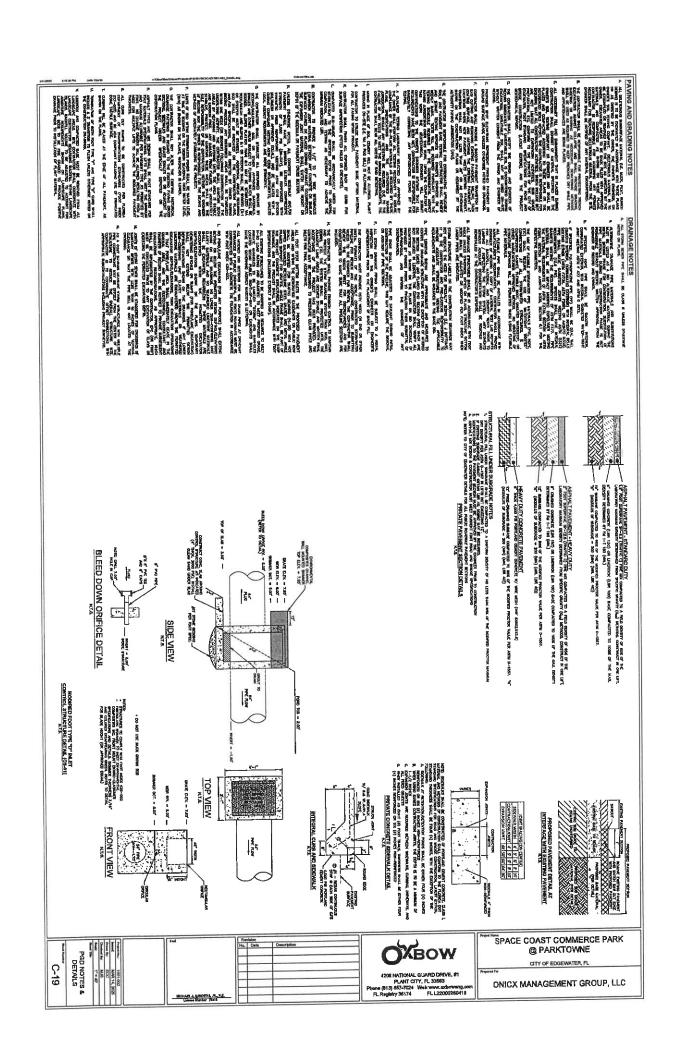


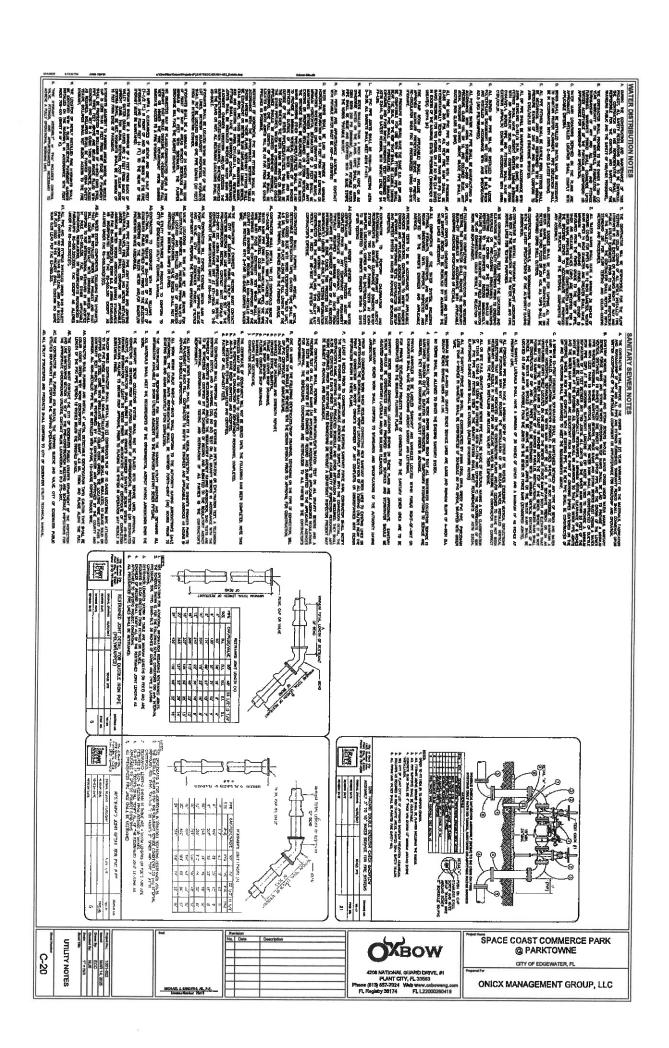


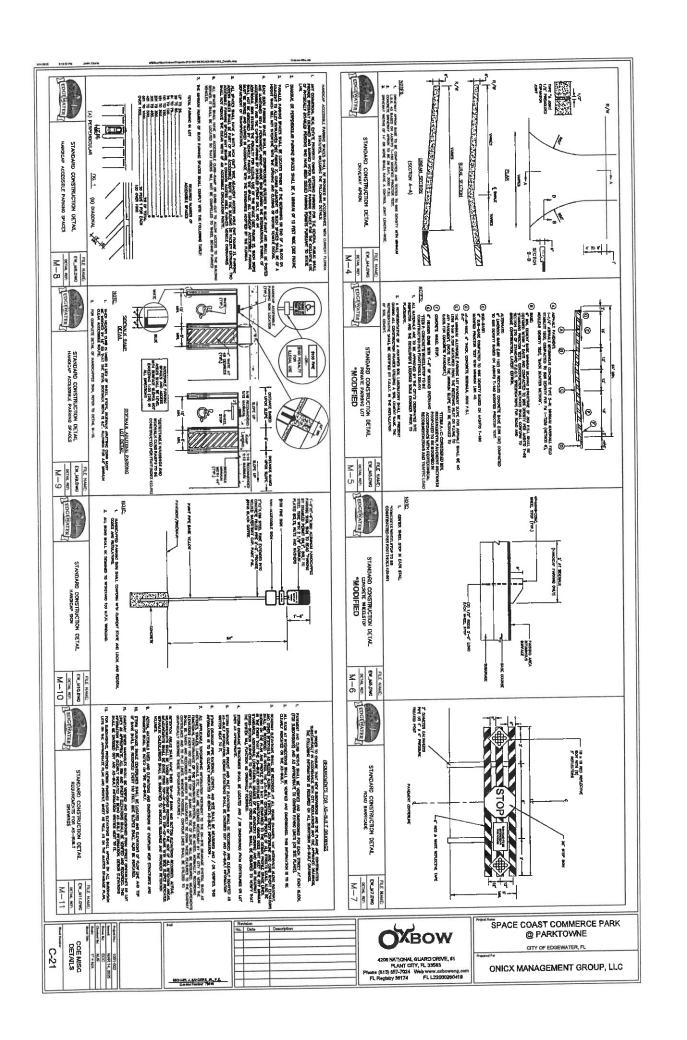


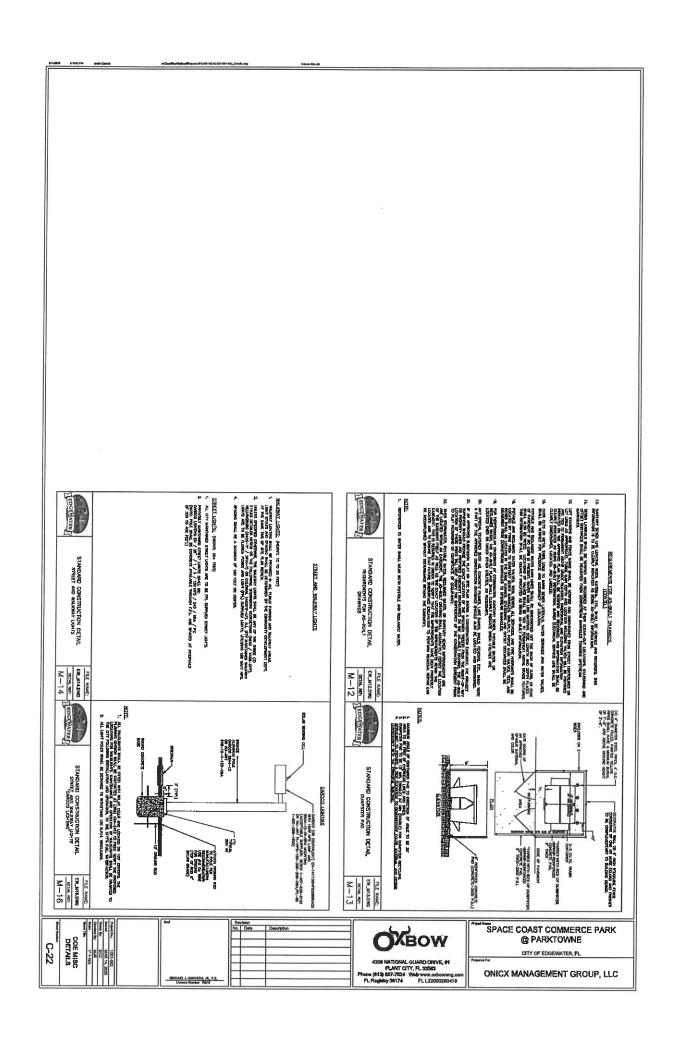


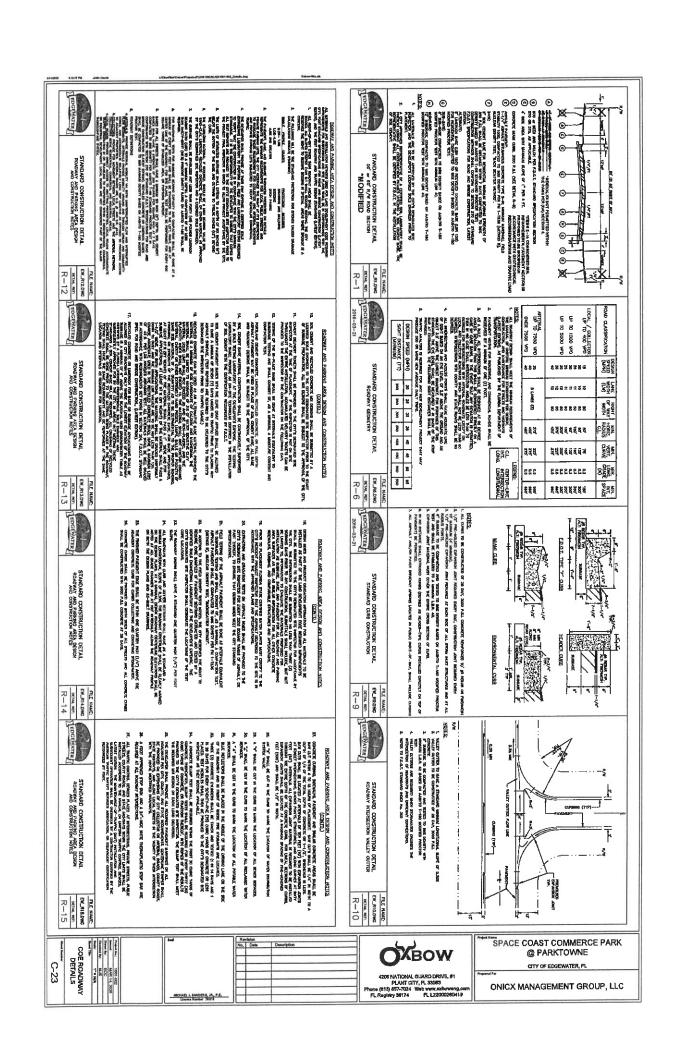


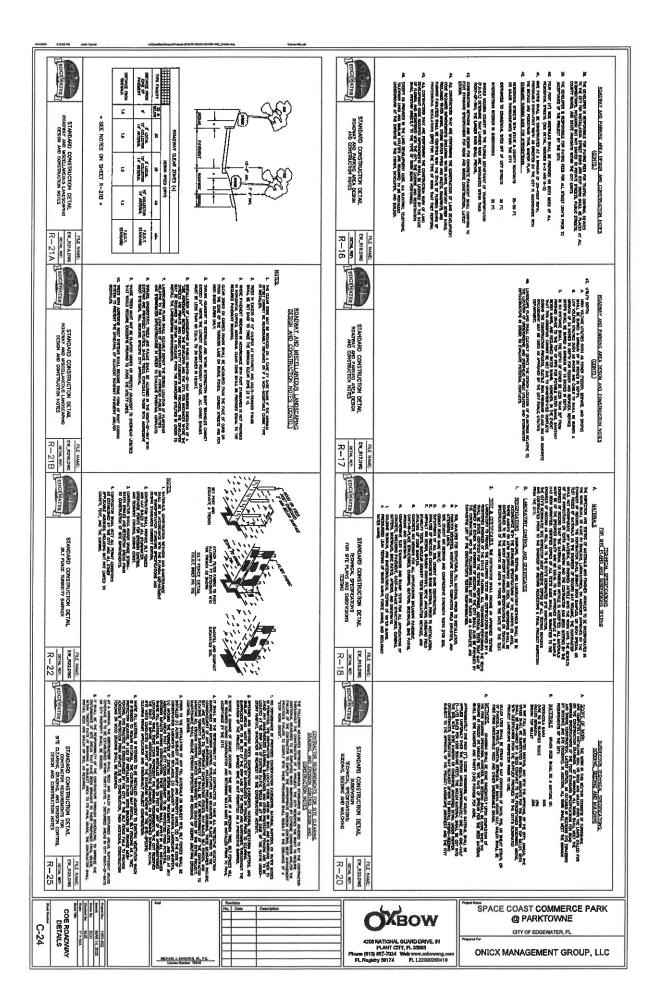


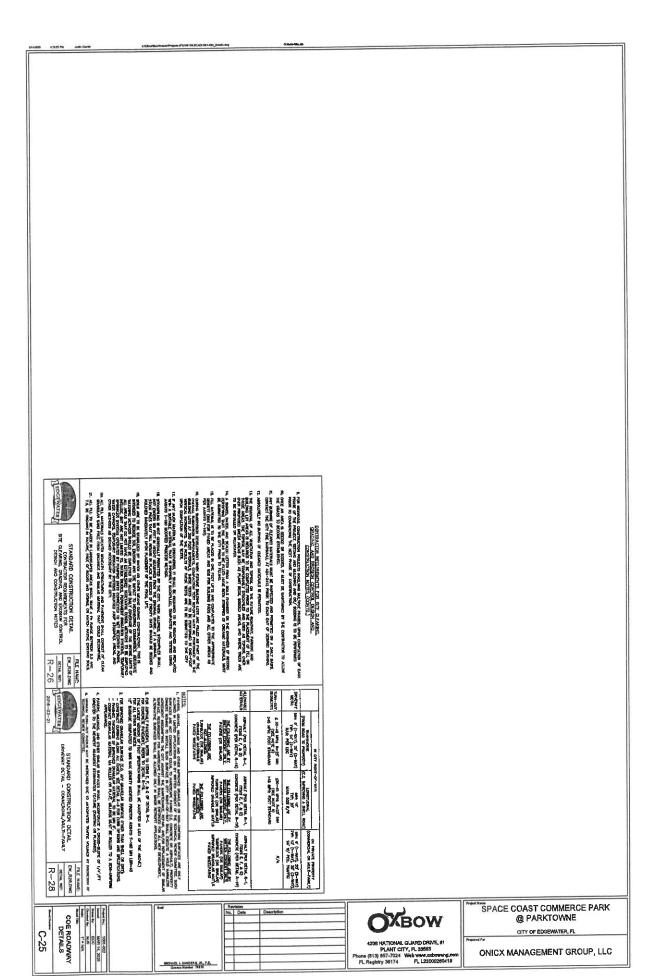


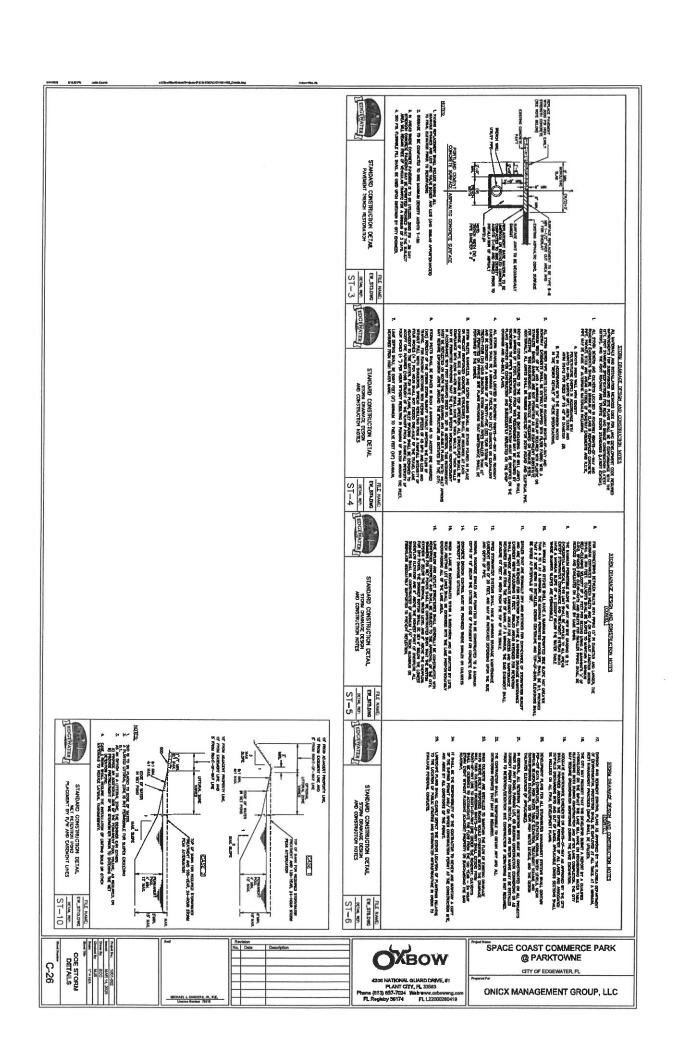


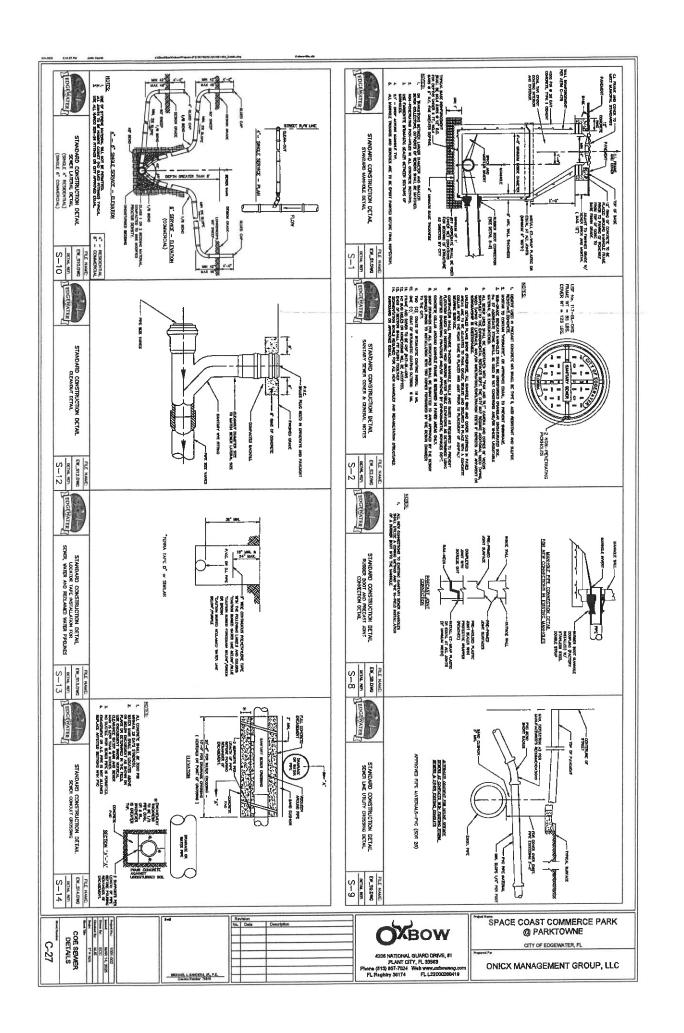


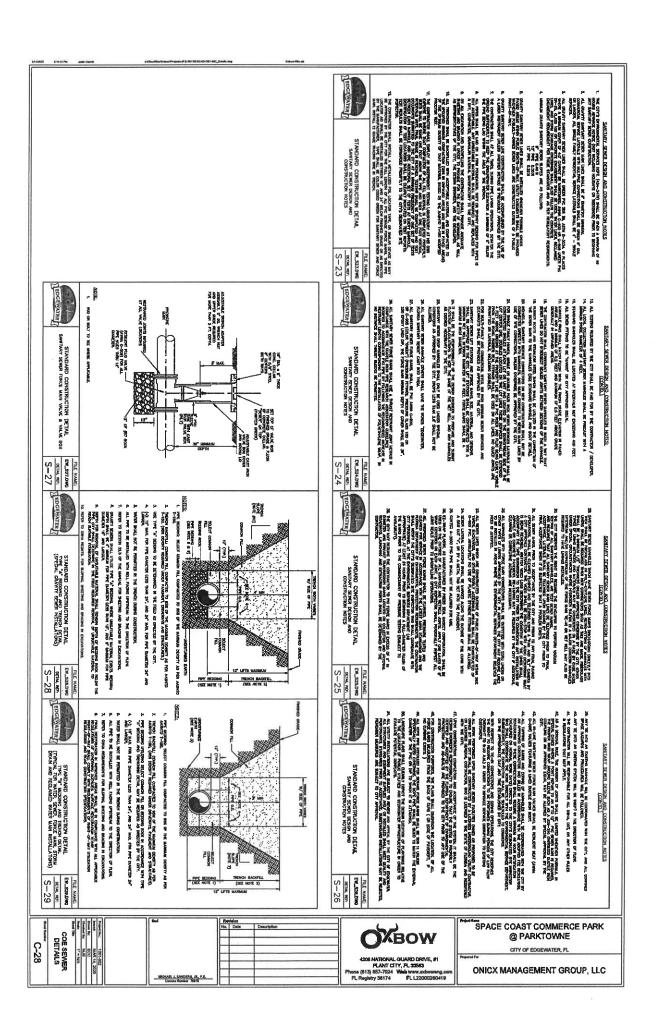


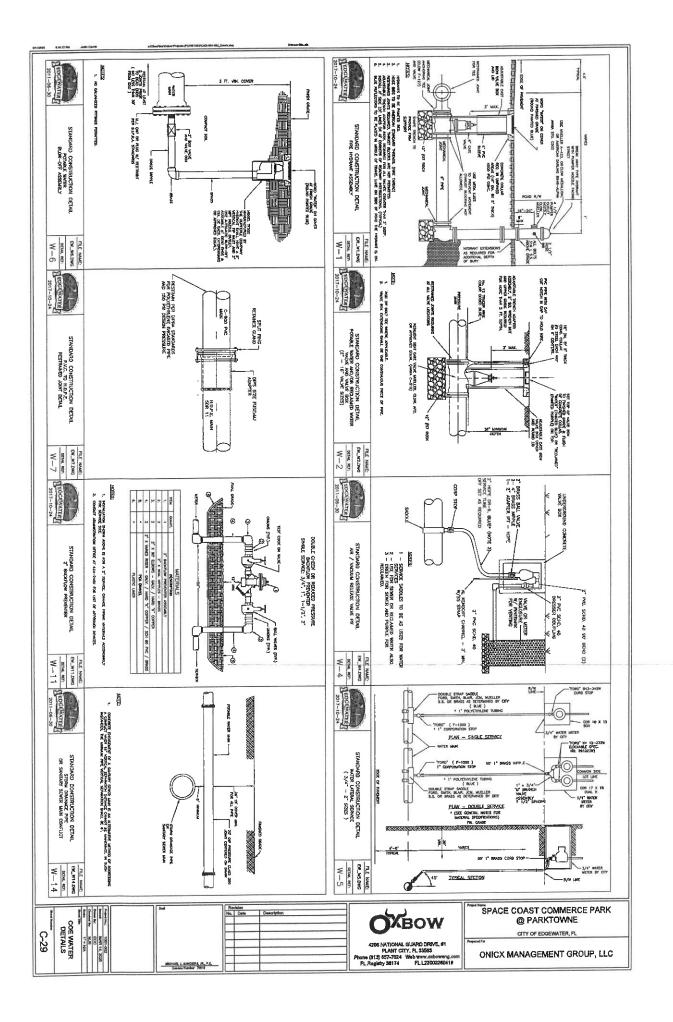


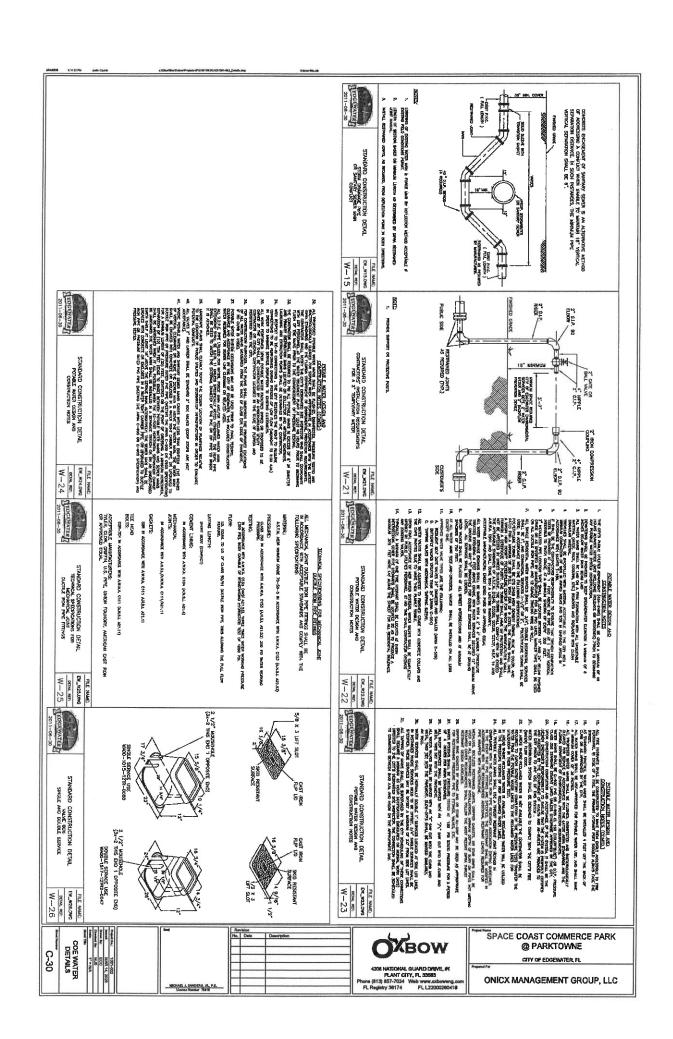












#### Exhibit D

Approvals

- Cit of Edgewater Development Order
- SWFWMD Conceptual ERP (App#: CON-127-207619-1)
- SWFWMD Individual ERP Phase-1 (IND-127-207619-2)

## <u>Exhibit E</u> Construction Budget

(4 pages follow)

# RE: Space Coast Commerce Park @ Parktowne - Edgewater, Florida Improvement Breakdown

DESCRIPTION	<u>UNIT</u>	QUANTITY	•	
POND 1A				
STORM DRAINAGE SYSTEM				
18" RCP	lf	94		
48" RCP	lf	53		
Type "P-10" curb inlet	ea	3		
18" MES	ea	2		
48" MES	ea	1		
Miscellaneous materials	ls	1		
Sub-total			<u>\$</u>	67,182.00
SITEWORK AND PAVING				
Inlet Protection	ea	3		
Cut/fill on site	су	28,383		
Dewatering	ls	1		
Grading	ls	1		
Sod pond slopes	sy	3,300		
Seed and mulch	ac	0.50		
Surveying layout	ls	1		
Asbuilt	ls	1	_	
Sub-total Sub-total			<u>\$</u>	235,282.00
POND 1A - Total			\$	302,464.00

## POND 1B

STORM DRAINAGE SYSTEM				
18" RCP	lf	94		
30" RCP	lf	48		
36" RCP	lf	48		
48" RCP	lf	197		
Type "P-10" curb inlet	ea	6		
Drainage Control Structure w/ skimmer	ea	1		
18" MES	ea	2		
30" MES	ea	1		
36" MES	ea	1		
48" MES	ea	3		
Miscellaneous materials	ls	1		
Sub-total Sub-total			\$	198,062.00
SITEWORK AND PAVING				
Inlet Protection	ea	5		
Cut/fill on site	су	56,870		
Dewatering	ls	1		
Grading	ls	1		
Sod pond slopes	sy	6,071		
Seed and mulch	ac	0.40		
Surveying layout	ls	1		
Asbuilt	ls	1		
Sub-total			<u>\$</u>	463,415.00
POND 1B - Total			\$	661,477.00

## DALE ST.

STORM DRAINAGE SYSTEM			
18" RCP	lf	349	
Type "P-10" curb inlet	ea	3	
Miscellaneous materials	ls	1	
Sub-total			\$ 53,187.00
SITEWORK AND PAVING			
Inlet Protection	ea	4	
Cut/fill on site	су	207	
Grading	ls	1	
12" Sub Grade	sy	1,645	
8" Limerock	sy	1,645	
2" Asphalt SP-12.5	sy	1,645	
Curb Type "F"	lf	1,000	
Miami curb and gutter	lf	1,531	
Sod 2' back of curb	sy	180	
Seed and mulch	ac	0.50	
Striping and Signage	ls	1	
Surveying layout	ls	1	
Asbuilt	ls	1	
Sub-total			\$ 173,120.50
DALE ST Total			\$ 226,307.50

### **PARKTOWNE BLVD.**

STORM DRAINAGE SYSTEM Connect to existing inlet 18" RCP 48" RCP 18" ADS N-12 HDPP Type "C" inlets Type "P-10" curb inlet Miscellaneous materials Sub-total	ea If If If ea ea Is	1 26 26 140 1 2	\$ 46,269.00
Inlet Protection Cut/fill on site Grading 12" Sub Grade 6" Limerock 8" Limerock 1.5" Asphalt SP-12.5 2" Asphalt SP-12.5 Curb Type "F" Miami curb and gutter Sod 2' back of curb Seed and mulch Striping and Signage Surveying layout Asbuilt Sub-total  PARKTOWNE BLVD Total	ea cy ls sy sy sy sy If If sy ac ls ls	5 222 1 2,720 486 2,720 486 2,720 216 1,677 350 0.20 1	\$ 228,456.50 \$ 274,725.50
POND 1A - Total POND 1B - Total DALE ST Total PARKTOWNE BLVD Total Total			\$ 302,464.00 \$ 661,477.00 \$ 226,307.50 \$ 274,725.50 \$ 1,464,974.00

Exhibit F
Construction Schedule

