

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: **June 23, 2015**

<input type="checkbox"/>	Consent
<input type="checkbox"/>	Ordinance

☒ Regular
Public Hearing

Department: County Administration

I. EXECUTIVE BRIEF

Motion and Title: Staff requests Board direction: concerning the Consent to Use (Consent) which is intended to facilitate the construction of an approximately 250,000 sf state of the art building by Carrier Corporation (Carrier), an affiliate of United Technologies Corporation (UTC), to serve as an international showcase to demonstrate new building technologies for security, fire safety, building automation, heating, ventilation, air conditioning, elevator, escalator and refrigeration systems (the Center). If the Board approves the Consent as drafted, it will be contingent upon execution by all other beneficiaries including Kolter (KH Alton), the City of Palm Beach Gardens, the State of Florida and the Scripps Research Institute.

Summary: On April 7, 2015, the Board of County Commissioners directed staff to negotiate a legal document that provides for the following: (1) the release of a Declaration of Covenants (Declaration) on a 30 acre parcel within the Briger property currently owned by the Kolter Group to facilitate the construction of the Center; (2) that the release does not impact the future development of bioscience and related use on the remaining 70 acres of the restricted property; and (3) that the construction of the Center shall equate to 30% of the 100 acre property having been developed for biotech uses for the purposes of extending the restriction on the remaining 70 acres until February 6, 2026. Staff concerns are that: Carrier insists the Consent release the restriction once the property has been conveyed to Carrier and a building permit for the foundation and shell have been issued for an approximately 250,000 sf building to be known as the “UTC Center for Intelligent Buildings”. It is staff’s recommendation that the restriction be released once a Certificate of Occupancy is received for the Center and operations begin, which guarantees that the Center will be constructed and commence operations prior to release of the restriction. With respect to allowed uses, Carrier will not limit the uses to the construction of the proposed Center, but desires for much broader uses including any type of buildings that facilitates research, development and showcases intelligent building technologies, designs and services, and for high technology business and operation uses. Staff would also like more detail in the Consent regarding the Center and what specifically will be built. District 1 (JM/HF)

Background and Justification: On November 6, 2007, the BCC approved an Agreement (R2007-1888) with the Lester Family Investments to jointly fund professional services related to a joint application for a Development of Regional Impact (DRI), Future Land Use Amendment, Concurrency Approval, Planned Community Development District and a Conceptual Environmental Resource Permit for the 863 acre Briger Property, including the 70 acres for Scripps Florida.

Attachment:

- ## 1. Consent to Use

Approved by:


Assistant County Administrator

Date _____

6/18/15

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$0	\$0	\$0	\$0	\$0
# Additional FTE Positions (Cumulative)	0	0	0	0	0
Is Item Included in Current Budget:	Yes	_____	No	_____	_____

Budget Account No:

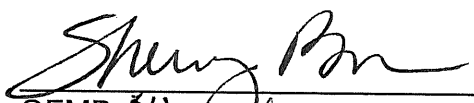
Reporting Category _____

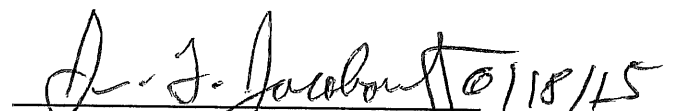
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Departmental Fiscal Review: _____


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments:


OFMB *OK*
6/18 *6/18/2015*


Contract Development & Control
6-18-15 *B. Wheeler* *6/18/15*

A. Legal Sufficiency:


Assistant County Attorney
*Agreement not signed at time
of CAO review.* *6/19/15*

A. Other Department Review:

Department Director

Prepared by/Return to:
Howard J. Falcon, III, Esq.
County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401

CONSENT TO USE

THIS CONSENT AND ACKNOWLEDGEMENT WITH RESPECT TO DECLARATION OF COVENANTS (this "Consent") is made and entered into this ____ day of _____, 2015, by KG DONALD ROSS LLC, a Florida limited liability company ("Successor Declarant") whose mailing address is 701 S. Olive Ave., Suite 104, West Palm Beach, FL 33401, successor to The Lester Family Investments L.P., a Delaware limited partnership, Richard Thall, Robert Thall, Peter L. Briger, Paul H. Briger and Patricia B. Lester and Howard Lester, as Co-Successor Trustees of the David Minkin Florida Realty Trust Dated December 12, 1996 under the Declaration (as defined herein) (the "Original Declarant"); PASTEUR COMMERCIAL INVESTMENTS LLC, a Florida limited liability company f/k/a Heights Biotech Investments LLC ("Pasteur Commercial") whose mailing address is 701 S. Olive Ave., Suite 104, West Palm Beach, FL 33401; KH ALTON LLC, a Florida limited liability company ("KH Alton") whose mailing address is 701 S. Olive Ave., Suite 104, West Palm Beach, FL 33401; PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County") whose mailing address is 301 N. Olive Avenue, West Palm Beach, FL 33401; THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (the "Board of Trustees") whose mailing address is 3900 Commonwealth Boulevard M.S. 49, Tallahassee, FL 32399; the CITY OF PALM BEACH GARDENS, a municipal corporation (the "City") whose mailing address is 10500 North Military Trail, Palm Beach Gardens, FL 33410; and THE SCRIPPS RESEARCH INSTITUTE, a California non-profit public benefit corporation ("Scripps") whose mailing address is 10550 North Torrey Pines Road, La Jolla, CA 92037 (collectively, the County, Board of Trustees, the City and Scripps are referred to herein as the "Beneficiaries"). Pasteur Commercial and KH Alton are collectively referred to herein as the "Tract B Property Owners". Successor Declarant, Pasteur Commercial, KH Alton, the County, the Board of Trustees, the City, and Scripps are sometimes each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, that certain Declaration of Covenants dated November 22, 2006 recorded on November 28, 2006 in Official Records Book 21129, Page 244 of the Public Records of Palm Beach County which expires February 6, 2021 unless extended in accordance with the terms therein to February 6, 2026 (the "Declaration") encumbers the property identified therein and set forth on Exhibit "A" attached hereto (the "Declaration Property"); and

WHEREAS, Original Declarant assigned all of Original Declarant's rights, powers, reservations and obligations as 'Declarant' under the Declaration to Successor Declarant, pursuant to that certain Assignment of Declarant's Rights, recorded December 23, 2013 in Official Records Book 26522, Page 0121, of the Public Records of Palm Beach County, Florida;

WHEREAS, Successor Declarant is conveying to Carrier Corporation (the "Buyer") a portion of the Declaration Property described in Exhibit "B" hereto (the "Restricted Property"); and

WHEREAS, Buyer proposes to develop and use the Restricted Property for the uses detailed on Exhibit "C" (the "Use"); and

WHEREAS, the Beneficiaries are willing to consent to the Use by the Buyer as more fully set forth below.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Successor Declarant, Tract B Property Owners and Beneficiaries, without determining or agreeing whether or not the Use complies with the Declaration, hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the meaning ascribed to them in the Declaration.

2. Provided the Consent To Use Condition (as that term is defined below) is satisfied by December 31, 2017 the Beneficiaries consent to the Use by Buyer on the Restricted Property. The term "Consent To Use Condition" shall mean: (i) conveyance of title to the Restricted Property to the Buyer, and (ii) the issuance of a building permit for the foundation and shell to Buyer for construction of an approximately 250,000 square foot building to be known as the "UTC Center for Intelligent Buildings". Upon satisfaction of the Consent To Use Condition, the Beneficiaries shall be deemed to have forever waived, relinquished, and released any and all right to declare the Use to be a violation of the Declaration and all development and use of the Restricted Property for the Use or as otherwise permitted by the Declaration shall not violate the Declaration.

3. Beneficiaries agree that solely for the purposes of calculation pursuant to Section 1.1 of the Declaration of the percentage of property that has been purchased or developed or is in the process of being developed for the Biotech Uses in order to determine the expiration date of the use restriction imposed against the property identified in Exhibit "C" of the Declaration, the Restricted Property shall count toward such calculations. For purposes of clarification, the satisfaction of the Consent to Use Condition shall equate to 30% of the property identified in Exhibit "C" of the Declaration having been purchased or developed for the Biotech Uses. Nothing in this Consent shall be deemed to extend the expiration dates established by Section 1.1 of the Declaration.

4. Except for the consent to the specific Use expressly granted herein, this Consent does not: (i) create an obligation for any of the Beneficiaries to grant additional consents with respect to any other proposed uses of the Declaration Property, or (ii) constitute a waiver of the right of any Beneficiary to enforce the Declaration in accordance with its terms as to any future proposed uses of the Declaration Property.

5. The Parties covenant and agree that any future modification or amendment of the Declaration shall not apply to the Restricted Property unless the Buyer has consented thereto in writing.

6. This Consent is irrevocable and shall run with the land and shall inure to the benefit of Buyer and Buyer's successors and assigns.

7. Except as affected hereby, the Declaration remains unmodified and in full force and effect and the parties hereby ratify and confirm the Declaration.

8. This Consent shall be governed by, and construed in accordance with, the laws of the State of Florida regardless of the law that might otherwise govern under applicable principles of conflict of laws thereof. Venue shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

9. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS SUCH PARTY MAY OTHERWISE HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONSENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10. This Consent may only be modified by a written instrument executed by all Parties.

11. This Consent may be executed and delivered in any number of counterparts, each of which shall be an original and, when taken together, shall constitute one agreement. Each Party represents that the individual executing this Consent on its behalf is duly authorized to do so.

IN WITNESS WHEREOF, Successor Declarant, the Tract B Property Owners and Beneficiaries have executed this Consent, or caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE OF SUCCESSOR DECLARANT

IN WITNESS WHEREOF, the Successor Declarant has executed and delivered this Consent as of the date set forth above.

Signed, sealed and delivered in the presence of:

KG DONALD ROSS LLC, a Florida limited liability company

Print Name: _____

By: The Kolter Group LLC, a Florida limited liability company, its Manager

Print Name: _____

By: _____
John Csapo, Authorized Signatory

STATE OF FLORIDA)
)s.s.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by John Csapo, as Authorized Signatory of The Kolter Group LLC, a Florida limited liability company, as the Manager of KG DONALD ROSS LLC, a Florida limited liability company, on behalf of said company. He [] is personally known to me, or [] produced _____ as identification.

(NOTARIAL SEAL)

Print or Stamp Name: _____
Notary Public State of Florida
My commission expires: _____
Commission Number: _____

SIGNATURE PAGE OF TRACT B PROPERTY OWNERS

IN WITNESS WHEREOF, the Tract B Property Owners have executed and delivered this Consent as of the date set forth above.

Signed, sealed and delivered in the presence of:

PASTEUR COMMERCIAL INVESTMENTS
LLC, a Florida limited liability company

Print Name: _____

By: The Kolter Group LLC, a Florida
limited liability company, its Manager

Print Name: _____

By: _____
John Csapo, Authorized Signatory

Signed, sealed and delivered in the presence of:

KH ALTON LLC, a Florida limited liability company

Print Name: _____

By: The Kolter Group LLC, a Florida
limited liability company, its Manager

Print Name: _____

By: _____
John Csapo, Authorized Signatory

STATE OF FLORIDA)
)s.s.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by John Csapo, as Authorized Signatory of The Kolter Group LLC, a Florida limited liability company, as Manager of PASTEUR COMMERCIAL INVESTMENTS LLC, a Florida limited liability company and as Manager of KH ALTON LLC, a Florida limited liability company, on behalf of said companies. He ☐ is personally known to me, or ☐ produced _____ as identification.

(NOTARIAL SEAL)

Print or Stamp Name: _____
 Notary Public State of Florida
 My commission expires: _____
 Commission Number: _____

SIGNATURE PAGE OF BENEFICIARIES
(PALM BEACH COUNTY)

IN WITNESS WHEREOF, the County has executed and delivered this Consent as of the date set forth above.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By its BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: Shelley Vana, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: _____
Assistant County Administrator

STATE OF FLORIDA)
)s.s.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as _____ of Palm Beach County. The above-named individual [] is personally known to me, or [] produced _____ as identification.

(NOTARIAL SEAL)

Print or Stamp Name: _____
Notary Public State of Florida
My commission expires: _____
Commission Number: _____

**SIGNATURE PAGE OF BENEFICIARIES
(BOARD OF TRUSTEES)**

The Board of Trustees hereby execute this Consent for the sole purpose of consenting to the uses set forth on Exhibit C as permitted uses under the Declaration and for no other purpose.

IN WITNESS WHEREOF, the Board of Trustees has executed and delivered this Consent as of the date set forth above.

Signed, sealed and delivered in the presence of:

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA**

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: Division of State Lands, State of Florida
Department of Environmental Protection, on
behalf of the Board of Trustees of the
Internal Improvement Trust Fund of the State
of Florida

STATE OF FLORIDA)
)s.s.
COUNTY OF LEON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, Division of State Lands, State of Florida Department of Environmental Protection, on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He [] is personally known to me, or [] produced _____ as identification.

(NOTARIAL SEAL)

Print or Stamp Name: _____
Notary Public State of Florida
My commission expires: _____
Commission Number: _____

IN WITNESS WHEREOF, Scripps has executed and delivered this Consent as of the date set forth above.

THE SCRIPPS RESEARCH INSTITUTE, a
California nonprofit public benefit corporation

Title: _____

Print Name: _____

STATE OF _____)
)s.s.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, as _____ of THE SCRIPPS RESEARCH INSTITUTE, a California nonprofit public benefit corporation on behalf of said corporation. He [] is personally known to me, or [] produced _____ as identification.

Commission Number: _____

(PALM BEACH GARDENS)

IN WITNESS WHEREOF, the City of Palm Beach Gardens has executed and delivered this Consent as of the date set forth above.

CITY OF PALM BEACH GARDENS, a
political subdivision of the State of Florida

By: _____
Robert M. Ferris, City Manager

By: R. Max Lohman, City Attorney

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robert M. Ferris, as City Manager of CITY OF PALM BEACH GARDENS, a Political Subdivision of the State of Florida. The above-named individual is personally known to me or has produced as identification.

Notary: _____
 Print Name: _____
 Notary Public, State of Florida
 My commission expires: _____

EXHIBIT "A"

DECLARATION PROPERTY

THAT PORTION OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 26; THENCE SOUTH 89°55'48" WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2670.60 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 89°55'47" WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 947.37 FEET; THENCE SOUTH 00°04'12" EAST, A DISTANCE OF 146.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00°04'12" EAST, A DISTANCE OF 1133.99 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2456.96 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°31'35", AN ARC DISTANCE OF 1866.50 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 50.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°41'50", AN ARC DISTANCE OF 45.99 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 100.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 196°18'04", AN ARC DISTANCE OF 342.61 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 53°07'48", AN ARC DISTANCE OF 46.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 45°55'48" EAST, A DISTANCE OF 1046.96 FEET;

THENCE SOUTH 89°04'12" EAST, A DISTANCE OF 56.57 FEET;

THENCE SOUTH 44°04'12" EAST, A DISTANCE OF 384.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1100.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°21'46", AN ARC DISTANCE OF 870.90 FEET;

THENCE SOUTH 65°39'59" WEST, A DISTANCE OF 1873.81 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE I-95 AS RECORDED IN OFFICIAL RECORD BOOK 4296 PAGE 1151, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THE FOLLOWING SIX(6) COURSES RUN ALONG SAID EASTERLY RIGHT-OF-WAY LINE;

THENCE NORTH 28°00'12" WEST, A DISTANCE OF 2268.29 FEET; THENCE NORTH 24°00'10" WEST, A DISTANCE OF 546.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 5635.58 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°31'54", AN ARC DISTANCE OF 544.09 FEET TO A POINT OF TANGENCY;

THENCE NORTH 18°28'17" WEST, A DISTANCE OF 543.08 FEET;

THENCE NORTH 14°39'25" WEST, A DISTANCE OF 177.27 FEET;

THENCE NORTH 11°29'13" EAST, A DISTANCE OF 190.38 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AS RECORDED IN OFFICIAL

RECORD BOOK 4296 PAGE 1151, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THE FOLLOWING FOUR(4) COURSES RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE;
THENCE NORTH 63°47'19" EAST, A DISTANCE OF 190.36 FEET;
THENCE NORTH 89°55'35" EAST, A DISTANCE OF 301.88 FEET;
THENCE NORTH 87°38'02" EAST, A DISTANCE OF 296.35 FEET;
THENCE NORTH 89°55'47" EAST, A DISTANCE OF 271.78 FEET;
THENCE SOUTH 45°04'12" EAST, A DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,356,000 SQUARE FEET OR 100.000 ACRES, MORE OR LESS.

EXHIBIT "B"

RESTRICTED PROPERTY

A PARCEL OF LAND LYING IN SECTIONS 26, TOWNSHIP 41 SOUTH, RANGE 42 EAST, CITY OF PALM BEACH GARDENS, PALM BEACH COUNTY, FLORIDA, SAID LAND BEING A PORTION OF TRACTS "B" AND "O"-10", ALTON PCD, AS RECORDED IN PLAT BOOK 118, PAGES 197 THROUGH 206, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT "B", SAID POINT BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD AND THE WEST RIGHT-OF-WAY LINE OF PASTEUR BOULEVARD (TRACT "S-3") AS SHOWN ON SAID PLAT OF ALTON PCD; THENCE SOUTH 45°04'14" EAST, A DISTANCE OF 39.81 FEET; THENCE SOUTH 00°04'14" EAST, A DISTANCE OF 15.91 FEET; THENCE SOUTH 02°19'52" EAST, A DISTANCE OF 152.11 FEET; THENCE SOUTH 00°04'14" EAST, A DISTANCE OF 207.82 FEET; THENCE SOUTH 00°46'47" EAST, A DISTANCE OF 472.39 FEET; THENCE SOUTH 00°04'14" EAST, A DISTANCE OF 297.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2456.96 FEET, A CENTRAL ANGLE OF 04°10'21" AND A DISTANCE OF 178.92 FEET TO A POINT OF NON-TANGENCY (THE PRECEDING SEVEN COURSES BEING COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE OF PASTEUR BOULEVARD (TRACT "S-3") AND THE EAST LINE OF SAID TRACT "B"); THENCE SOUTH 89°55'45" WEST, A DISTANCE OF 765.92 FEET TO A POINT ON THE WEST LINE OF SAID TRACT "O-10", BEING THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (I-95), ALSO BEING THE NORTHEAST LINE OF A PARCEL OF LAND DESCRIBED AS PARCEL 280 A(1) IN THE ORDER OF TAKING RECORDED IN OFFICIAL RECORD BOOK 4296, PAGE 1151, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5635.58 FEET (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 61°27'55" EAST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°09'49", A DISTANCE OF 409.54 FEET TO A POINT OF TANGENCY; THENCE NORTH 18°28'15" WEST, A DISTANCE OF 543.08 FEET; THENCE NORTH 14°39'25" WEST, A DISTANCE OF 177.27 FEET; THENCE NORTH 11°29'21" EAST, A DISTANCE OF 190.36 FEET; THENCE NORTH 63°46'51" EAST, A DISTANCE OF 190.36 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD, BEING THE NORTH LINE OF SAID TRACT "B" (THE PRECEDING FIVE COURSES BEING COINCIDENT WITH SAID WEST LINE OF TRACT "O-10", AND SAID EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95); THENCE NORTH 89°55'36" EAST, A DISTANCE OF 301.88 FEET; THENCE NORTH 87°37'27" EAST, A DISTANCE OF 296.35 FEET; THENCE NORTH 89°55'45" EAST, A DISTANCE OF 271.74 FEET (THE PRECEDING THREE COURSES BEING COINCIDENT WITH SAID NORTH LINE OF TRACT "B", AND SAID SOUTH RIGHT-OF-WAY LINE OF DONALD ROSS ROAD) TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCELS OF LAND CONTAINS 30.00 ACRES OR 1,306,801 SQUARE FEET, MORE OR LESS.

EXHIBIT "C"

BUYER PROPOSED USES

Development of the Restricted Property for the UTC Center for Intelligent Buildings to research, develop and showcase intelligent building technologies, designs and services, and for high technology business and operation uses such as applied research, laboratories, product development and testing, conference facilities, demonstration facilities, educational facilities, corporate offices, and accessory uses to the foregoing. Accessory uses and buildings may include, but are not limited to, parking, helipad, utilities, and renewable energy facilities.