

**PROGRAM SECTION
INSTITUTIONAL CONTROL
PRE-ATTORNEY-REVIEW CHECKLIST**

OGC #

15-0021

FILE NAME:

(f.k.a. Orlando Reg Med Ctr) Orlando Health, Inc.

FAC ID/PROJ. #:

48884/307

PROGRAM AREA: PRP

Project Manager:

Jose Gonzalez PE

Phone: (407) 836-1411

Location:

Orange County Env. Protection Division; Jose.Gonzalez2@OCFL.Net



ICOR - OGC REVIEW REQUEST - DRC PACKAGE



ALDOCS UPLOAD OF ICOR



FDEP CONTRACT/PROJECT/SITE MANAGER'S TRANSMITTAL MEMO TO OGC

Includes:



CONTRACT/PROJECT/SITE MANAGER'S CHECKLIST



R/C DRAFTER'S TRANSMITTAL OF DRAFT R/C



DRAFT RESTRICTIVE COVENANT



EXHIBIT A



EXHIBIT B



EXHIBIT



EXHIBIT



DEEDS TO THE PROPERTY



TITLE SEARCH REPORT O+E updated 6-7-14; probably needs Affidavit



EXHIBIT OF LEGAL DESCRIPTION SEARCHED



DEEDS BACK TO ROOT OF TITLE



ENCUMBRANCES (EASEMENTS, LIENS, ETC)



COUNTY PROPERTY APPRAISER INFORMATION (VERIFICATION) Verified 1-26-15



RELATED PARTIES OR DEP CASES



NOTICE SENT TO EASEMENT HOLDER OR BANK



MISCELLANEOUS

Proof of Publication Affidavit

Property Record - 02-23-29-0300-00-010

Orange County Property Appraiser •
<http://www.ocpafl.org>

Property Summary

Property Name

Arnold Palmer Child & Women
Hospital

Names

Orlando Health Inc

Municipality

ORL - Orlando

Property Use

8500 - Hospital

Mailing Address

Attn: Real Estate Dept Mp71
1414 Kuhl Ave
Orlando, FL 32806-2008

Physical Address

75 Bonnie Loch Ct
Orlando, FL 32806



QR Code For Mobile Phone



292302030000010 07/23/2006



292302030000010 07/23/2006



292302030000010 07/23/2006



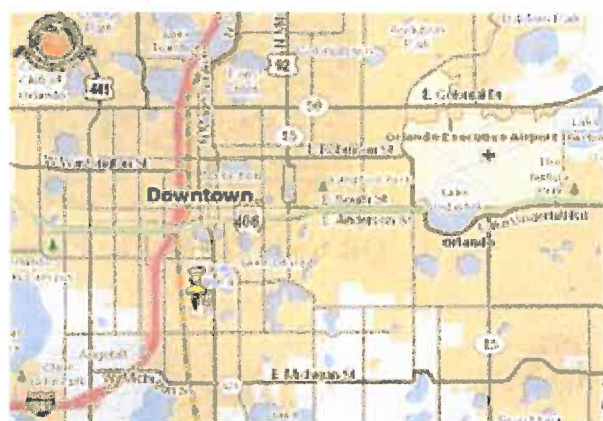
292302030000010 07/23/2006



292302030000010 07/23/2006











292302030000010 07/23/2006



Value and Taxes

Historical Value and Tax Benefits

Tax Year Values		Land	Building(s)	Feature(s)	Market Value	Assessed Value	
2014	 	\$2,766,210	+	\$64,001,390	+	\$1,002,399 = \$67,769,999 (-	\$67,769,999 (-
2013	 	\$2,766,210	+	\$64,106,955	+	\$1,002,399 = \$67,875,564 (-	\$67,875,564 (3.0%)
2012	 	\$2,766,210	+	\$64,826,290	+	\$1,002,399 = \$67,875,564 (-	\$65,905,646 (10%)
2011	 	\$2,911,800	+	\$64,581,990	+	\$1,002,399 = \$68,594,899 (.14%)	\$59,914,224
						= \$68,496,189	

Tax Year Benefits		Other Exemptions	Tax Savings
2014	✓ \$	\$67,769,999	\$1,440,106
2013	✓ \$	\$67,875,564	\$1,299,803
2012	✓ \$	\$65,905,646	\$1,321,741
2011	✓ \$	\$59,914,224	\$1,324,429

2014 Taxable Value and Certified Taxes

INSTITUTIONAL CONTROL TRANSMITTAL FORM

- ☒ DECLARATION OF RESTRICTIVE COVENANT
☐ MEMORANDUM OF AGREEMENT for RESTRICTIVE COVENANT
☐ RESTRICTIONS RELYING ON LOCAL GOV'T ORDINANCE
☐ OTHER: _____

The following information is required to open a case in OGC:

PARTY/CLIENT NAME: Orlando Health, Inc.
(this is the name of the PROPERTY OWNER executing the document)

FACILITY/SITE ID: 488841307
(FAC ID; COM_/PROJ#)

FILE NAME: Orlando Regional Medical Center
(if referred to by a specific project or the prior owner reference, i.e.: Former Joe's Junk Shop)

SITE NAME: 75 Bonnie Loch Court, Orlando, FL
(should be the physical address or location for these matters)

PROGRAM AREA: Petroleum Restoration Program

DISTRICT: _____

COUNTY: Orange

PROJECT/SITE MANAGER: Susan Fields
(DEP staff)

PROJECT/SITE MANAGER: David Press
(DELEGATED Program staff, if any)

RELATED CASE(s) #: _____
(if any – may be enforcement matter, or prior DRC)

Parcel ID # if known: _____

THE DRC PACKAGE DOCUMENTS: The IC Package should be scanned into the division/district Oculus as a single document. The email to the Agency Clerk requesting OGC Review of the IC Package should contain the link to the IC Package to be reviewed.

EMAIL completed form and link to: **LEA CRANDALL, AGENCY CLERK**
Agency_Clerk@dep.state.fl.us

Memorandum

Florida Department of Environmental Protection

TO: Dan Blackwell/Mary Stewart
Office of General Counsel Mail Station 35

FROM: Craig D. Cowdery, P.E., Petroleum Restoration Team 5
Petroleum Restoration Program

DATE: October 3, 2014

SUBJECT: Orlando Regional Medical Center (OH-75 BONNIE LOCH CT)
75 Bonnie Loch Court, Orlando, Orange County, Florida
FDEP Facility ID 488841307

I have completed the review of the No Further Action (NFA) with Conditions proposal dated September 9, 2013 prepared by Ardaman & Associates, Inc., for the discharge discovered on November 4, 2002 at this facility.

**Contact Information (see September 1, 2014 Memo from the Orange County
Environmental Protection Division – Petroleum Restoration Program)**

Rationale:

The Division has determined that the requirements of Rule 62-780.680, F.A.C. have been met for this discharge, provided:

- The attached draft restrictive covenant is finalized and recorded to ensure the institutional controls are maintained.

It is the *Division's* opinion that the restrictions proposed in the Draft Declaration are adequate to ensure that the remaining contamination will not pose an unacceptable risk to human health. Therefore, based solely on technical review, the *Division* recommends approval of NFAC with the proposed restrictions.

If questions or concerns should arise from the DEP's technical review of this matter, I request that you first contact me at Craig.Cowdery@FloridaDEP.onmicrosoft.com.

Attachments: Restrictive Covenant Checklist and supporting documents
cc: Susan Fields, PRP, PCS4



MEMORANDUM

DATE: September 2, 2014

TO: Susan Fields

THROUGH: Carlos Gonzalez

THROUGH: David Press, P.G. *cm*

FROM: Jose L. Gonzalez, P.E. *mgp 9-2-14*

SUBJECT: DECLARATION OF RESTRICTIVE COVENANT
Orlando Regional Medical Center
75 Bonnie Loch Court
Orlando, Orange County, FL
FDEP Facility ID# 488841307

November 2002, a discharge was discovered during the removal of three Underground Storage Tanks (UST); two diesel USTs (20,000 gallons each) and one gasoline UST (8,000 gallons) were removed from the site. Reports confirm that on-site contaminated soil in the vicinity of the USTs was removed; 17.78 tons of contaminated soil were removed, transported to a treatment facility and disposed of by incineration. Groundwater contaminant concentrations show a consistent decreasing trend and no contaminant plume can be delineated at this site because remaining contaminant concentrations remain only in the vicinity of MW-1. These are the following institutional controls: (1) the use of the groundwater is prohibited for irrigation, potable use or any other such use and (2) the installation of any monitoring wells above the affected area is prohibited unless pre-approved by FDEP. An attachment is included that contains the Declaration of Restrictive Covenant. Thank you.

CC: File (488841307)

ATTACHMENT 5: DECLARATION OF RESTRICTIVE COVENANT CHECKLIST

Does site meet statutory and rule requirements that allow an SRCO with conditions?
Yes ☒ No ☐

What restrictions are necessary to reduce or eliminate the risk of exposure? Consider all affected media (i.e., groundwater, soil, surface water, and/or sediments), and determine which type of restrictions are required for each affected medium.

The following technical checklist applies to RMO II sites, which most commonly have contaminated groundwater and/or soil. For RMO III sites, please explain in the cover memo for the RC package how the rule criteria are met and what restrictions are being proposed for the source property and any other affected properties. Decisions for RMO III contaminated sites are very site-specific and may be based on risk assessment analysis or include properties other than the source property; therefore, these sites do not lend themselves to a simple checklist for the technical aspects of site closure. Additionally, the checklist below is a shortened summary of the details provided in Subsection 62-780.680(2), F.A.C. Please refer to the rule for the specific criteria that must be met.

If **groundwater** is contaminated:

☐ Is an interim control proposed?;

OR

- ☒ (a) Is the plume stable or shrinking?
- ☒ (b) Is the plume contained within the property boundaries?
- ☒ (c) Is the plume less than ¼ acre in size? If not, then which of the following alternative scenarios applies (check one or more, as applicable):
 - ☐ groundwater meets low yield or poor quality designation. Please refer to guidance available at http://www.dep.state.fl.us/waste/quick_topics/publications/wc/Guidance_for_Evaluation_of_Low_Yield_Poor_Quality_Criteria.pdf;
 - ☐ an engineering control (EC) prevents plume migration. If an EC is used, e.g., a slurry wall, it should be in place and PE-certified, and it should be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC including State Plane Coordinates or geographical coordinates for four corners .
 - ☐ plume affects or may potentially affect *only* a marine surface water body.
- ☒ (d) Does the Property currently include stormwater swales, stormwater detention or retention facilities or ditches? If so, the PRSR should include an exhibit to the RC (usually Exhibit B) that is a survey map identifying the size and location of the existing stormwater features. The RC should include language stating that these existing stormwater features should not

be altered, modified or expanded without prior FDEP Division of Waste Management approval in writing, followed by a recorded amendment to the RC.

If **soil** is contaminated:

- _____ (a) **Direct Exposure** criteria have been met. Check one or more of the following, as applicable:
- ☐ The Chapter 62-777, F.A.C., commercial/industrial SCTLs are met;
 - ☐ An engineering control (EC) prevents direct exposure to contaminated soils (which may exceed the commercial/industrial SCTLs with an EC) [See *Note below];
 - ☐ The soil meets alternative SCTLs using site-specific soil properties;
 - ☐ Soil concentrations of the site-specific fractions of TRPHs do not exceed the Chapter 62-777, F.A.C., commercial/industrial SCTLs for the TRPH fractions;
 - ☐ The 95% UCL approach is utilized to calculate average soil contaminant concentrations. If the 95% UCL approach is used, please describe this in the cover memo and include the exposure unit and parcel size.
- _____ (b) **Leachability** criteria have been met. Check one or more of the following, as applicable:
- ☐ Soil contaminant concentrations do not exceed the alternative leachability-based SCTLs established pursuant to Ch. 62-777, F.A.C., Figure 8;
 - ☐ Direct leachability testing was used to meet rule criteria (e.g., SPLP or TCLP); please refer to guidance at http://www.dep.state.fl.us/waste/quick_topics/publications/wc/GuidanceforDeterminingLeachabilitybySPLPAnalysisDraftVersion1-8.pdf;
 - ☐ An EC that prevents water infiltration has been implemented (e.g., an *impervious* cap such as a concrete slab, parking lot, building foundation, etc.) [See *Note below];
 - ☐ The soil meets alternative SCTLs using site-specific soil properties;
 - ☐ Soil concentrations of the site-specific fractions of TRPHs do not exceed the alternative leachability-based SCTLs for the TRPH fractions;
 - ☐ PRSR has demonstrated, based on site-specific conditions and at least a year of groundwater monitoring data that contaminants will not leach at concentrations that exceed the rule criteria.

***Note:** If an EC is used to address either Direct Exposure or Leachability for soil contamination, it must be in place and PE-certified, and it should be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC and including State Plane Coordinates or geographical coordinates for four corners.

_____ If soil contamination presents a Direct Exposure threat, and the PRSR is not utilizing an EC, then the Land Use Restriction language listing the prohibited uses is included in the RC.

_____ If the PRSR has elected to use an EC to prevent exposure to contaminated soil, then the Land Use Restriction language has been deleted from the RC.

Restriction Location: Entire Property _____ Portion of Property _____

Why are these restrictions adequate? (Found in letter to owner preliminarily agreeing to use of conditional SRCO.)

SRCO will be issued after RC recorded (Final RC). ☒, or
SRCO will *not* be issued after RC recorded (Interim RC). _____

If a restrictive covenant is appropriate, the following supporting documents should be provided to the FDEP OGC:

Copy of the deed is included. Yes ☒ No _____

Does the name of the owner/grantee on the deed match the name of the person who claims to be the property owner? Yes ☒ No _____

Property ownership confirmed on county internet web site. Yes _____ No _____

Legal description of the entire property (Exhibit A to covenant) is included even if only a portion of the property will be encumbered/restricted. Yes _____ No _____

If only a portion of the parcel will be restricted, then:

A Specific Purpose Survey, Boundary Survey or Sketches to Accompany Descriptions (as defined under Chapter 5J-17, F.A.C.) prepared using the minimum technical standards (MTS)(collectively referred to as a "Survey") should be provided, and it should include four corners labeled with the State Plane Coordinates (SPC) system or geographical coordinates, clearly labeling the attachment as Exhibit "B," and labeling the encumbered area on the attachment as "restricted area" or another phrase that tracks the RC language] (Exhibit B to covenant).

Yes ☒ No _____ N/A _____

Title Report is included [Title search commences with instrument constituting root of title under Marketable Record Title Act (MRTA) that is at least 30 years old and includes review of all subsequently recorded instruments, and prior recorded instruments that are not eliminated by MRTA.] Yes ☒ No _____

Tax Lien information – either that lien has been removed or copy of lien—is included.
Yes _____ No _____ N/A ☒

Easements are included (list of any easements & copies of recorded easements.)

Yes ☒ No ☐ N/A ☐

A Diagram of the location of the easements in relation to the restricted area is included.
Yes ☒ No ☐ N/A ☐

Leases – copies of all recorded leases, subleases and assigned leases are included.
Yes ☐ No ☐ N/A ☒

UCC Liens – copies of and releases from any liens are included.
Yes ☐ No ☐ N/A ☒

A completed and signed Subordination or Joinder and Consent is included only for any liens, leases, easements or other encumbrances that are in material conflict with the provisions of the RC. Yes ☐ No ☐ N/A ☒

A completed and signed Subordination of Mortgage is included only for each financial institution or lender of existing mortgages for which a material conflict exists with the provisions of the RC. Yes ☐ No ☐ N/A ☒

Is 95% UCL analysis used? Yes ☐ No ☒
If yes, what is the exposure unit and parcel size? _____, _____

Has the PRSR provided actual notice of the proposed IC/EC to all mortgagors and holders of liens, leases or other encumbrances on the property?
Yes ☒ No ☐

Has the PRSR published constructive notice regarding use of IC/EC based upon preliminary approval of the Conditional No Further Action Proposal?
Yes ☒ No ☐

If yes, where THE APOPKA CHIEF and when AUGUST 1, 2014?

Has the 30-day comment period elapsed? Yes ☒ No ☐

Cover memo to Tallahassee is included. Yes ☒ No ☐

Site/Project Mgr. Name JOSE L. GONZALEZ, P.E.

Address ENVIRONMENTAL PROTECTION DIVISION; 800 MERCY DR., SUITE 4, ORLANDO, FL 32808

Email JOSE.GONZALEZ2@OCFL.NET

Phone (407) 836-1411

Prop. Owner Rep. Name ROGER B. HALL

Address 1414 KUHLE AVENUE, MP 57, ORLANDO FL 32806

Email roger.hall@orlandohealth.com
Phone (321) 841-5294

Prop. Owner Name NA.
Address _____
Email _____
Phone _____

Contractor Name Craig A. Minegar, Esq.
Address 329 Park Avenue, North - 2nd Floor; Winter Park, FL 32789
Email cminegar@whww.com
Phone (407) 246-8456

MAIL:

- District-lead sites – mail directly to FDEP OGC Tallahassee.
- Contracted-local-government-lead sites – mail directly to the FDEP Local Program Coordinator who will contact the appropriate Tallahassee technical support for review prior to OGC review.



ENVIRONMENTAL PROTECTION DIVISION
Lori Cunniff, CEP, CHMM, Deputy Director
Community, Environmental and Development Services Department
800 Mercy Drive, Suite 4
Orlando, FL 32808-7896
407-836-1400 • Fax 407-836-1499
www.ocfl.net

September 11, 2013

Mr. Roger B. Hall
Environmental Compliance, Safety Manager
Orlando Health
1414 Kuhl Avenue, MP# 57
Orlando, Florida 32806-9440

RE: Conditional Closure Recommendation Report Review Letter
Orlando Regional Medical Center
75 Bonnie Loch Court
Orlando, Orange County, Florida
FDEP Facility ID# 488841307
Discharge Date: November 8, 2002: (Non-program)

Dear Mr. Hall:

The Orange County Environmental Protection Division (OCEPD) has reviewed the No Further Action with Conditions Recommendation Report, dated September 9, 2013 (received September 10, 2013), prepared and submitted by Ardaman & Associates, Inc. for the petroleum products discharge referenced above.

The No Further Action with Conditions recommendation is based on the assumptions that groundwater contamination does not extend beyond the property boundary, the plume does not exceed 1/4 acre, and is not migrating. No soil contamination in the vadose zone has been found. The OCEPD has the following comments to the submitted Report:

1. General Information:

- i. The current use of the site is supporting: heat, emergency power, etc., to the Orlando Regional Medical Center. It is anticipated that the use of the site will not change in the future.
- ii. No residences or schools are in the immediate vicinity of the site.
- iii. The nearest water body is Lake Beauty approximately 400 feet northeast of the impacted monitoring well MW-1.
- iv. The closest potable well (OUC'S Public well PWSID 3480962) is located 1500 feet southeast of the property line.

2. Screening Information:

- i. No free product (non-aqueous phase liquid – NAPL) has ever been present at this site.
- ii. When the discharge was discovered during the gasoline Underground Storage Tanks (UST) removal a source removal (soil excavation) was performed and 17.78 tons of contaminated soil was disposed of by incineration.

- iii. Contaminant concentrations show a consistent decreasing trend and no contaminant plume can be delineated at this site because remaining contaminant concentrations remain only in MW-1.
- iv. Benzene in groundwater (carcinogenic constituent of gasoline) meets the groundwater cleanup target levels (GCTLs) of Table I of Chapter 62-777, FAC.
- v. Only non-carcinogenic components of gasoline, i.e.: Ethylbenzene, Toluene and Naphthalene do not meet GCTLs, but meet the natural attenuation default concentrations (NADCs) of Table V of Chapter 62-777, FAC.
- vi. No vapor impacts to buildings or utility lines have been associated with the November 8, 2002 release.
- vii. Former Tanks: Two diesel USTs (20,000 gallons each) and one gasoline UST (8,000 gallons) were removed from the site.
- viii. Current Tanks: Two emergency generator diesel USTs (20,000 gallons each).

3. Remediation actions:

- i. Excavation November 2004
- ii. Natural Attenuation Monitoring (NAM): 2005-2007
- iii. Chemical Injection: 2007
- iv. Episodic AS/SVE 2010

4. Soil Data Validation:

- i. No contaminated soils are present within 2 feet below ground surface.
- ii. No contaminated soils are present in the vadose zone.
- iii. The affected surface area is paved.

5. Groundwater Data validation:

- i. Groundwater is impacted only at the monitoring well installed in the source area (MW-1).
- ii. There are seven monitoring wells at the site.
- iii. No monitoring wells will remain to be used in the future at the site.
- iv. No potential impact to surface water is considered likely.
- v. The extent of groundwater contaminated is limited to monitoring well MW-1, this is why a plume could not be defined at this site.
- vi. No off-site migration has been documented.
- vii. Groundwater samples from all monitoring wells, with the exception MW-1, have met the target cleanup goals (GCTLs) for the last four consecutive sampling events.

I have reviewed this report for accuracy and completeness of information regarding points of contact and the facility and storage tank system history and status and consider that criteria in Chapter 62-780.680, F.A.C have been met.

September 11, 2013
Orlando Regional Medical Center
FDEP Facility ID# 488841307
Page 3 of 3

OCEPD concurs with the recommendation that no engineering restrictive measures are required.

A Conditional Site Rehabilitation Closure Order (SRCO) for this discharge will be prepared provided that a Declaration of Restrictive Covenant, with the following restrictions on the use of the property is completed and recorded in the property appraiser office where the property deed is recorded:

- a. The use of the groundwater is prohibited for irrigation, potable use or any other such use.
- b. The installation of any monitoring wells above the affected area is prohibited unless pre-approved by FDEP.

Please do not submit the Restrictive Covenant until required to do so by OCEPD.

Please be advised that all reports submitted to the OCEPD should consist of one paper copy or one .pdf on a CD in an effort to reduce paper and have documents available in **OCULUS** immediately. If a document contains a professional seal, it should be either a stamp or shaded embossed seal so that the seal will be visible in **OCULUS**. Professional Land Survey electronic copies should be submitted in their original format.

Should you or your consultant have any questions about the documents that shall be submitted to demonstrate that criteria in Chapter 62-780.680, F.A.C have been met, please contact me at (407) 836-1411 or at the letterhead address.

Sincerely,

Jose L. Gonzalez, P.E.
Professional Engineer License # 00468
Petroleum Cleanup Section
Jose.gonzalez@flnet.net

Date:

9/16/2013
JG/CG/RHP:kw

C: Grace Rivera, FDEP Bureau of Petroleum Storage Systems
Don Paschal, Corporate Facilities Support, Corporate Engineering Director,
Via E-mail: Donald.Paschal@orhs.org
Carl R. Stephens, P.E., Ardaman & Associates, Inc.,
Via E-mail: CStephens@ardaman.com
Central File
Correspondence File



MANAGER MEMORANDUM TO OGC

TO: Dan Blackwell, Paralegal, FDEP Office of General Counsel, Mail Station 35
FROM: **The Orange County Environmental Protection Division - Petroleum Restoration Program**
DATE: September 1, 2014
SUBJECT: SRCO with Conditions Package
DEP Facility ID# 488841307
75 Bonnie Loch Court, Orlando, Orange County
Discharge Date November 8, 2002

The Orange County Environmental Protection Division (OCEPD) has reviewed documentation related to a Site Rehabilitation Completion Order (SRCO) with Conditions recommendation for the above-referenced facility, which has a petroleum discharge dated 11/08/2002. The request for the SRCO with Conditions contains the information required in the FDEP *Institutional Controls Procedures Guidance Document dated November 2013*. Herein I have provided a rationale for the OCEPD concurrence with the SRCO with Conditions recommendation.

Contact Information:

FDEP Site Manager: Jose L. Gonzalez, P.E.
The Orange County Environmental Protection Division - Petroleum Restoration Program
Telephone #: (407) 836-1411
E-mail Address: Jose.Gonzalez2@ocfl.net

Source Property Owner: Orlando Health, Inc.

Property Owner's Representative: Roger B. Hall
Telephone #: (321) 841-5294
E-mail Address: roger.hall@orlandohealth.com

Consultants:

Technical: Carl R. Stephens, P.E.
Ardaman & Associates, Inc.
Telephone: (407) 855-3860
Email Address: CStephens@ardaman.com

Legal: Craig A. Minegar, Esq.
Winderweede, Haines, Ward & Woodman, P.A.
Telephone: (407) 246-8456
Email Address: cminegar@whww.com

Remaining contamination is located *only in the groundwater*

Rationale:

The OCEPD has determined that the requirements of Chapter 62-780, F.A.C. have been met for the above-referenced discharge.

Specifically,

- The groundwater contaminant plume is limited to less than a quarter acre. It has been demonstrated by more than one year of groundwater monitoring that the groundwater contamination is not migrating away from the localized source area. The contaminant plume is actually limited to a 30-foot radius surrounding monitoring well MW-1, and the remaining contaminant levels do not pose an unacceptable risk to human health if groundwater use is restricted. In addition, the consultant prepared a fate and transport model that demonstrated that the concentrations of Ethylbenzene, Total Xylenes and Naphthalene in groundwater at the property boundary shall not exceed the applicable cleanup target levels specified in Chapter 62-777, F.A.C.
- The minimal groundwater contamination is being addressed through a restriction in the Draft Declaration that prohibits the use of the groundwater for the entire property. A restriction is also proposed to prohibit the installation of any monitoring wells on the property, which are not pre-approved by FDEP.

It is the OCEPD opinion that the restrictions proposed in the Draft Declaration are adequate to ensure that remaining contamination will not pose an unacceptable risk to human health.

Attachments:

- Signed by Owner Declaration of Restrictive Covenant
- Publisher's Affidavit of Publication
- Notice of Intent to Enter into a Restrictive Covenant with the Florida Department of Environmental protection (FDEP)
 - o With Bright House Networks
 - o With the Orlando Utilities Commission
 - o With the City of Orlando
- Legal Description of OHI Property
- Legal Description for Restricted Property
- Ownership and Encumbrance Report
- Underground Easements:
 - o Florida Plat maps of property – Book. Page 17.49
 - o Underground Easement with the City of Orlando

- Underground Easement with the Orlando Utilities Commission
 - Underground Easement with Bright House Networks
- QUITCLAIM DEEDS by:
 - Sun Bank, National Association
 - Orange County Health Facilities Authority
 - Orlando Ophthalmology Real State Investors, LLC
- Articles of Merger
- Boundary Survey
- Conditional Closure Recommendation Report review Letter
- IC Checklist

*This Instrument Prepared By
And Upon Recording Return To:*

Craig A. Minegar, Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
329 Park Ave. North
2d Floor
Winter Park, Florida 32789

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this ____ day of _____, 2014, by **ORLANDO HEALTH, INC.**, a Florida non-profit corporation f/k/a Orlando Regional Healthcare System, Inc., a Florida corporation, successor by merger to Orlando Regional Home Health Services, Inc., a Florida corporation f/k/a Orlando Regional Medical Center, Inc., a Florida not-for-profit corporation (hereinafter "Grantor") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. Grantor is the fee simple owner of that certain real property situated in the County of Orange, State of Florida, more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter the "Restricted Property"), as shown on that certain survey ("Survey") attached hereto and made a part hereof as **Exhibit "B"**.

B. The FDEP Facility Identification Number for the Restricted Property is 488841307. The facility name at the time of this Declaration is OH-75 Bonnie Loch Ct.. The property is owned by Orlando Health, Inc., and is known as Arnold Palmer Child & Women Hospital. This Declaration addresses the discharge that was reported to the FDEP on November 8, 2002.

C. Contamination was initially discovered at the facility during the removal of an underground gasoline tank in 2002. No soil contamination was detected after the removal of approximately 18 tons of soil. A Limited Site Assessment was prepared in October, 2004 and groundwater contamination was detected above the GCTLs. A Natural Attenuation Monitoring Plan was proposed and approved in December, 2004. The first and second quarterly groundwater monitoring reports indicated levels in the source well above the NADCs, and chemical injection was conducted June through September, 2007. Contaminant concentrations decreased following the injections, however some contaminants still exceeded the GCTLs and NADCs, and episodic air sparge/soil vapor extraction was conducted in 2010. Post Active Remediation Monitoring was conducted after the AS/SVE and contaminant concentrations in the source well continued to fluctuate above and below the GCTLs and NADCs over 5 quarters of monitoring. Based on the fluctuating concentrations at the source well, Grantor decided to pursue a No Further Action with Conditions. The discharge of contaminants on the Restricted

Property is documented in the following report (the "Report"), which Report is incorporated by reference herein: *Recommendation for No Further Action with Conditions dated September 9, 2013, submitted by Ardaman & Associates, Inc.*

D. The Report sets forth the nature and extent of the contamination described in Recital C presently located on the Restricted Property (the "Contaminants"). The Report confirms that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code ("FAC"), presently exists on the Restricted Property. The Report also documents that the groundwater contamination does not extend beyond the Restricted Property boundaries, that the extent of the groundwater contamination does not exceed one-quarter (1/4) acre, and that the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Restricted Property and the environment to the Contaminants and to reduce or eliminate the threat of migration of the Contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter, "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of Contaminants increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility Number 488841307 can be found by contacting the appropriate FDEP district office or Tallahassee program area.

G. Grantor deems it desirable and in the best interest of all present and future owners of the Restricted Property that an Order be obtained and that the Restricted Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, Grantor agrees as follows:

1. The foregoing Recitals are true and correct and are incorporated herein by reference.

2. Grantor hereby imposes on the Restricted Property the following restrictions:

There shall be no use of the groundwater under the Restricted Property. There shall be no drilling for water conducted on the Restricted Property nor shall any wells be installed on the Restricted Property other than monitoring wells preapproved in writing by FDEP's Division of Waste Management ("DWM"), in addition to any authorizations required by the Division of Water Resource Management ("DWRM") and the Water Management Districts ("WMD"). Additionally, there shall be no storm water swales, storm water detention or

retention facilities, or ditches on the Restricted Property. For any dewatering activities, a plan approved by DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "Grantor" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Restricted Property at reasonable times and with reasonable notice to Grantor. Access to the Restricted Property is granted by an adjacent public right of way.

5. It is the intention of Grantor that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of Grantor and FDEP, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity unless otherwise modified in writing by Grantor and FDEP as provided in paragraph 7 hereof. The restrictions herein may also be enforced in a court of competent jurisdiction by any other person, firm, corporation or governmental agency that is substantially benefited by these restrictions. If Grantor does not or will not be able to comply with any or all of the provisions of this Declaration, Grantor shall notify FDEP in writing within three (3) calendar days. Additionally, Grantor shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.

6. In order to ensure the perpetual nature of this Declaration, Grantor shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, Grantor agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration.

7. This Declaration is binding until a release of covenant is executed by FDEP's Secretary (or designee) and is recorded in the public records of the county in which the Restricted Property is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both Grantor and FDEP and be recorded by Grantor as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. Grantor covenants and represents that on the date of execution of this Declaration Grantor is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property.

[Signatures on Next Pages]

IN WITNESS WHEREOF, Grantor has executed this Declaration this 22nd day of July, 2014.

GRANTOR

ORLANDO HEALTH, INC., a Florida non-profit corporation f/k/a Orlando Regional Healthcare System, Inc., a Florida corporation, successor by merger to Orlando Regional Home Health Services, Inc., a Florida corporation f/k/a Orlando Regional Medical Center, Inc., a Florida not-for-profit corporation

cc By: Kenn Hodges
Karl W. Hodges
Vice President of Business Development

Full Mailing Address:

1414 Kuhl Avenue, MP 57
Orlando, Florida 32806
Attention: Roger B. Hall

Signed, sealed and delivered in the presence of:

Nancy Dunbar
Witness
Print Name: NANCY DUNBAR

Date: 7/22, 2014

Angela Howard
Witness
Print Name: Angela Howard

Date: 7/22, 2014

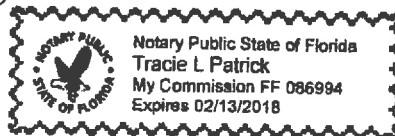
STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 22nd day of July, 2014, by Karl W. Hodges as Vice President of Business Development of ORLANDO HEALTH, INC., a Florida non-profit corporation f/k/a Orlando Regional Healthcare System, Inc., a Florida corporation, successor by merger to Orlando Regional Home Health Services, Inc., a Florida corporation f/k/a Orlando Regional Medical Center, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____



Signature of Notary Public



Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument this _____ day of _____, 2014.

**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

By: _____
Valerie K. Huegel, Program Administrator
Petroleum Restoration Program
Division of Waste Management
2600 Blair Stone Road, M.S. #4575
Tallahassee, Florida 32399-2400

Signed, sealed and delivered in the presence of:

Witness: _____
Print Name: _____

Date: _____, 2014

Witness: _____
Print Name: _____

Date: _____, 2014

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Valerie K. Huegel, Program Administrator, as representative for the Florida Department of Environmental Protection.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

Signature of Notary Public
Print Name of Notary Public
Commission No. _____
Commission Expires: _____

EXHIBIT "A"

Restricted Property Legal Description

A portion of Lot 1, Arnold Palmer Children's Hospital and Perinatal Center according to the plat thereof as recorded in Plat Book 17, Page 49, Public Records of Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Lot 1, Arnold Palmer Children's Hospital and Perinatal Center according to the plat thereof as recorded in Plat Book 17, Page 49, Public Records of Orange County, Florida, said point being on the North right of way line of Bonnie Loch Court as shown on said plat; thence S 89°25'59" W a distance of 35.00 feet along said North right of way line to the Point of Beginning; thence continue S 89°25'59" W a distance of 213.00 feet along said right of way line; thence N 00°16'13" W a distance of 151.50 feet to a point on a line that is 151.50 feet North of and parallel with said right of way line; thence N 89°25'59" E a distance of 213.00 feet along said parallel line; thence S 00°16'13" E a distance of 151.50 feet to the Point of Beginning.

Containing 32,270 square feet more or less.

EXHIBIT "B"

Restricted Property Survey

The Apopka Chief

Weekly Newspaper published in APOPKA, FLORIDA

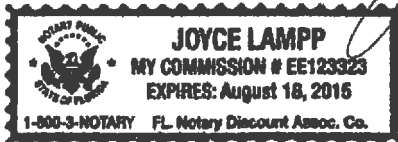
PUBLISHER'S AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA
COUNTY OF ORANGE

Before the undersigned, personally appeared JOHN E. RICKETSON who is personally known to me and who on oath says he is PUBLISHER of **THE APOPKA CHIEF**, a weekly newspaper published at Apopka, in Orange County, Florida; that the attached copy of advertisement was published in said newspaper in the issues of: **August 1, 2014**, as well as being posted online at www.theapokkachief.com and www.floridapublicnotices.com

Affiant further says that the said **APOPKA CHIEF** is a newspaper published at Apopka, in said Orange County, Florida, and that said newspaper has heretofore been continuously published in said Orange County, Florida, each week and has been entered as periodicals matter at the post office in Apopka, in said Orange County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn and subscribed before me this
1st day of August, 2014, by John E. Ricketson,
who is personally known to me.



Joyce Lampp
Notary Public, State of Florida
My Commission # EE123323
Expires August 18, 2015

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF PROPOSED AGENCY ACTION

The Florida Department of Environmental Protection (FDEP) gives notice that it proposes to approve a No Further Action Proposal with Institutional Controls or with Engineering and Institutional Controls and issue a Site Rehabilitation Completion Order with controls for a contaminated site, Orlando Health, Inc., a Florida non-profit corporation, f/k/a Orlando Regional Health-care System, Inc., a Florida corporation, successor by merger to Orlando Regional Home Health Services, Inc., a Florida corporation, f/k/a Orlando Regional Medical Center, Inc., a Florida not-for-profit corporation, is seeking this order in reference to FDEP Facility No. 488841307, located at 75 Bonnie Loch Court, Orlando, Florida, and intends to restrict exposure to contamination in the following manner: water use restrictions.

Complete copies of the No Further Action Proposal, the draft Declaration of Restrictive Covenant, and the FDEP's preliminary evaluation are available for public inspection during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday, except legal holidays at 800 Mercy Drive, Suite 4, Orlando, Florida 32808-7896.

Local governments with jurisdiction over the property subject to the Institutional Control, real property owner(s) of any property subject to the Institutional Control, and residents of any property subject to the Institutional Control have 30 days from publication of this notice to provide comments to the FDEP. Such comments must be sent to: FDEP in care of Joaquin Gonzalez, P.E., Engineer III, Site Manager, Environmental Protection Division, 800 Mercy Drive, Suite 4, Orlando, Florida 32808-7896. The Order shall be signed by the program administrator, Valerie K. Huegel, Program Administrator, Petroleum Restoration Program, Division of Waste Management, 2800 Blair Stone Road, M.S. #4575, Tallahassee, Florida, 32399-2400.

Published: The Apopka Chief
August 1, 2014
149188



Prepared By and Return To:
James B. Bogner
Mateer & Harbert, P.A.
225 East Robinson Street, Suite 600
Post Office Box 2854
Orlando, Florida 32802

INSTR 20040578297
OR BK 07608 PG 0953 PGS=2
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
09/09/2004 03:32:50 PM
DEED DOC TAX 0.70
REC FEE 10.50

Parcel Identification No.:
02-23-29-0300-00-010

QUIT CLAIM DEED

THIS QUIT-CLAIM DEED is executed this 24th day of November, 2003, by **Orlando Ophthalmology Real Estate Investors, LLC**, whose post office address is 105 Bonnie Loch Court, Orlando, Florida 32806, Grantor, to **Orlando Regional Healthcare System, Inc.**, whose post office address is 1414 Kuhl Avenue, Orlando, Florida 32806, Grantee:

Witnesseth, That the said Grantor, for and in consideration of the sum of \$10.00, in hand paid by the Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following-described lot, piece or parcel of land, situate, lying and being in the County of Orange, State of Florida, to-wit:

**Lot 1, Arnold Palmer Children's Hospital and Perinatal Center,
as recorded in Plat Book 17, Page 49, Public Records of Orange
County Florida.**

To Have and to Hold the same together with all the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor either in law or equity, to the proper use and benefit of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Witnessed by:

Orlando Ophthalmology Real Estate
Investors, LLC

Diana Minks

Printed Name: DIANA MINKS

Debbie Paino

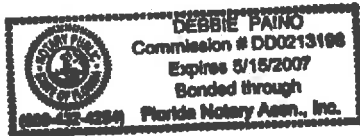
Printed Name: DEBBIE PAINO

By: [Signature]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of November, 2003, by Jeff Sapp, who ☒ is personally known to me or produced _____ (type of identification) as identification.

Notary Seal



Debbie Paine
Notary Public – State of Florida

Printed Name: Debbie Paine
My Commission Expires: 5-15-2007



1414 Kuhl Ave.
Orlando, FL 32806
321.843.7000
orlandohealth.com

July 28, 2014

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Bright House Networks, LLC
6737 All American Blvd.
Orlando, FL 32810
Attn: Construction Manager

RE: Notice of Intent to Enter into a Restrictive Covenant with the Florida
Department of Environmental Protection (FDEP)
Orlando Health, Inc.
75 Bonnie Loch Court
Orlando, Orange County, Florida
FDEP Facility No. 488841307

To Whom It May Concern:

You are receiving this notice because Bright House Networks, LLC is holder of the following recorded instruments (copies of which are attached hereto), on certain property owned by Orlando Health, Inc. ("Owner"):

Memorandum of Agreement by and between Orlando Health, Inc. and Bright House Networks, LLC, a Delaware limited liability company recorded August 25, 2011 in Book 10258, Page 3817, Public Records of Orange County, Florida.

In connection with certain environmental site rehabilitation activities on the property, the person responsible for site rehabilitation, Orlando Health, Inc., a Florida non-profit corporation f/k/a Orlando Regional Healthcare System, Inc., a Florida corporation, successor by merger to Orlando Regional Home Health Services, Inc., a Florida corporation f/k/a Orlando Regional Medical Center, Inc., a Florida not-for-profit corporation ("PRSR") has requested that the Florida Department of Environmental Protection ("FDEP") approve a No Further Action Proposal with Institutional Controls or with Engineering and Institutional Controls and issue a Site Rehabilitation Completion Order with controls for a contaminated site relating to this property. PRSR is seeking this order in reference to FDEP Facility Site ID No. 488841307, 75 Bonnie Loch Court, Orlando, Florida, and intends to restrict exposure to contamination in the following manner: water use restrictions that will be set forth in a Declaration of Restrictive Covenant between the Owner and the FDEP that will further encumber the property.

Attached to this letter is a summary of the history of the contamination addressed by the Declaration of Restrictive Covenant, including the type of contamination, the affected media and the location of the contamination. Enclosed is a survey showing the property to be encumbered by the Declaration of Restrictive Covenant.


Please contact the undersigned if you have any questions regarding this notice. In addition, you may contact Carl R. Stephens, P.E. of Ardaman & Associates, Inc., 8008 S. Orange Ave, Orlando, FL 32809, (407) 855-3860, to discuss the status of the work. Complete copies of the No Further Action Proposal, the draft Declaration of Restrictive Covenant, and the FDEP's preliminary evaluation are available for public inspection during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday, except legal holidays at 800 Mercy Drive, Suite 4, Orlando, Florida 32808-7896 or online at <http://dwmedms.dep.state.fl.us/Oculus/servlet/login>. Please use the FDEP Com, Facility or Project number listed on the FDEP's preliminary evaluation to communicate with the FDEP or the online document management system (Oculus).

Holders of recorded interests have 30 days from receipt of this notice to provide comments to the FDEP. Within the 30 day comment period, holders of recorded interests may request additional time for review. Such comments should be sent to FDEP in care of Jose L. Gonzalez, P.E., Engineer III /Site Manager, Environmental Protection Division, 800 Mercy Drive, Suite 4, Orlando, Florida 32808-7896. The Order shall be signed by the program administrator: Valerie K. Huegel, Program Administrator, Petroleum Restoration Program, Division of Waste Management, 2600 Blair Stone Road, M.S. #4575, Tallahassee, Florida 32399-2400

Yours sincerely,

Orlando Health, Inc.

cc
By:


Karl W. Hodges

Vice President of Business Development

cc (w/enclosure to primary addressee):

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Corporation Service Company
Registered Agent for Bright House Networks, LLC
1201 Hays Street
Tallahassee, FL 32301-2525

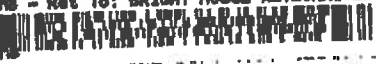
Jose L. Gonzalez, P.E.
Orange County Environmental Protection Division
800 Mercy Drive, Suite 4
Orlando, Florida 32808-7896

Summary of the History of the Contamination
Addressed by the Declaration of Restrictive Covenant

1. Contamination was initially discovered at the facility during the removal of an underground gasoline tank in 2002. No soil contamination was detected after the removal of approximately 18 tons of soil. A Limited Site Assessment was prepared in October, 2004 and groundwater contamination was detected above the GCTLs. A Natural Attenuation Monitoring Plan was proposed and approved in December, 2004. The first and second quarterly groundwater monitoring reports indicated levels in the source well above the NADCs, and chemical injection was conducted June through September, 2007. Contaminant concentrations decreased following the injections, however some contaminants still exceeded the GCTLs and NADCs, and episodic air sparge/soil vapor extraction was conducted in 2010. Post Active Remediation Monitoring was conducted after the AS/SVE and contaminant concentrations in the source well continued to fluctuate above and below the GCTLs and NADCs over 5 quarters of monitoring. Based on the fluctuating concentrations at the source well, Owner decided to pursue a No Further Action with Conditions. The discharge of contaminants on the property to be encumbered by the Declaration of Restrictive Covenant (the "Restricted Property") is documented in the following report (the "Report"): *Recommendation for No Further Action with Conditions dated September 9, 2013, submitted by Ardaman & Associates, Inc.*
2. The Report sets forth the nature and extent of the contamination presently located on the Restricted Property (the "Contaminants"). The Report confirms that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code ("FAC"), presently exists on the Restricted Property. The Report also documents that the groundwater contamination does not extend beyond the Restricted Property boundaries, that the extent of the groundwater contamination does not exceed one-quarter (1/4) acre, and that the groundwater contamination is not migrating.
3. It is the intent of the restrictions in the Declaration of Restrictive Covenant to reduce or eliminate the risk of exposure of users or occupants of the Restricted Property and the environment to the Contaminants and to reduce or eliminate the threat of migration of the Contaminants.
4. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions ("Order") upon recordation of the Declaration of Restrictive Covenant. FDEP can unilaterally revoke the Order if the conditions of the Declaration of Restrictive Covenant or of the Order are not met. Additionally, if concentrations of Contaminants increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules.

This instrument prepared by and
after recording, return to:

Andrea Boykin
BRIGHT HOUSE NETWORKS
485 North Keller Road
Maitland, Florida 32751

DOCN 20110467278 B: 10258 P: 3817
03/23/2011 08:28:45 AM Page 1 of 4
Rec Fee: \$28.00
Dead Doc Tax: \$8.00
DOR Admin Fee: \$4.00
Intangible Tax: \$8.00
Mortgage Stamp: \$8.00
Martha O. Haynie, Comptroller
Orange County, FL
RS - Ret To: BRIGHT HOUSE NETWORKS LLC


[SPACE ABOVE THIS LINE FOR RECORDING DATA]

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into this 12th day of May, 2011, by and between ORLANDO HEALTH INC ("Customer"), its successors and assigns located at ARNOLD PALMER, 92 West Miller Street, Orlando, Florida 32806 and BRIGHT HOUSE NETWORKS, LLC, a Delaware limited liability company ("BHN"), 2251 Lucien Way, Maitland, Florida 32751.

1. Agreement. This Memorandum is intended to evidence the fact that Customer and BHN have entered into that certain Cable Television Installation and Service Agreement dated May 12, 2011 (the "Agreement") pursuant to which Customer has granted to BHN the exclusive right to enter the premises described on Exhibit "A" attached hereto (the "Premises") for purposes of providing cable services (as defined in the Agreement).
2. Term of Agreement. The original Term of the Agreement is for a period of ten (10) years with successive one (1) year terms which commenced on May 12, 2011.
3. Limitation of Memorandum. Nothing contained herein is intended to limit, modify or otherwise alter the respective rights and responsibilities of Customer or BHN under the Agreement.

-SIGNATURE PAGES TO FOLLOW-

Arnold Palmer
92 West Miller Street, Orlando, Florida 32806

12

Rev. 3/12/2011; 1:47:43 PM

20110447270 Page 2 of 4

Memorandum of Agreement

~~THAN~~ WITNESS WHEREOF, the undersigned have executed this Memorandum of Agreement as of this 12th day of May, 2011.

CUSTOMER:

Witnesses:

Paul A. Vincennie
Print Name: Paul A. Vincennie

By: S. Randolph Hayes

Name: S. Randolph Hayes

Gyothia Sanchez
Print Name: Gyothia Sanchez

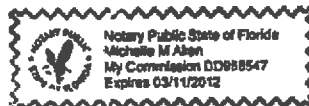
Title: Corp Air Mnt Mgr

Address: 1414 Kuhl Ave.
Orlando, FL 32806

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 12 day of May, 2011, by S. Randolph Hayes as _____ of _____.
He/She is personally known to me or has produced his/her _____ (state) driver's license or his/her _____ (type of identification) as identification.



Michelle M. Allen
NOTARY PUBLIC

Print Name: Michelle M. Allen

3/12/2012

My Commission Expires

DD958547

My Commission Number

20110447270 Page 3 of 4

Memorandum of Agreement

BRIGHT HOUSE NETWORKS, LLC,
a Delaware limited liability company

WITNESSES:

Donna BallName: Donna BallHarold L. Busch IIIName: Harold L. Busch IIIBy: Michel L. ChampagneMichel L. Champagne
Vice President of Operations/
General Manager

Address:

485 North Keller Road, Suite 100
Maitland, FL 32751708
5/17/11STATE OF FLORIDA }
COUNTY OF ORANGE }

The foregoing instrument was acknowledged before me this 25 day of May, 2011,
by Michel L. Champagne, as Vice-President of Operations/General Manager of BRIGHT HOUSE NETWORKS,
LLC, a Delaware limited liability company. He is personally known to me.

Jeri G. Mayhew
Notary Public, State of Florida

Print Name

Notary Public State of Florida
Jeri G Mayhew
My Commission Expires 05/17/2014

My Commission No.

20110447270 Page 4 of 4

EXHIBIT "A"
To Memorandum of Agreement
Legal Description

Orange County, Florida

ARNOLD PALMER CHILDRENS HOSPITAL & PERINATAL CENTER 17/48 LOT 1

Arnold Palmer
92 West Miller Street, Orlando, Florida 32806

15

Rev. 5/12/2011; 1:47:35 PM

My Services

[Profile](#) [Print](#) [Guide](#) [Export](#)

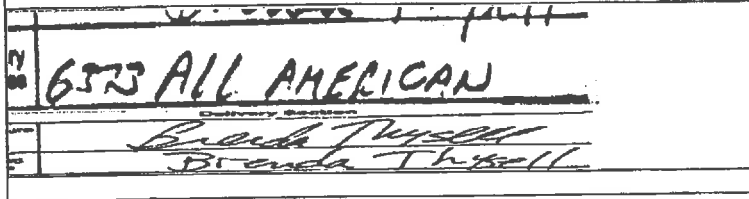
Equipment	Reports	Tracking	Supplies
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[Home](#) > [Tracking](#) > Status History

Status History

Tracking Number Information

Meter:	11246184	Mailing Date:	07/28/14 02:09 PM
Tracking Number:	9171969009350077144000	Sender:	ke/brighthouse
Current Status:	OK : Delivered	Recipient:	
Class of Mail	FC	Zip Code:	32810
Service:	ERR	City:	ORLANDO
Value	\$0.000	State:	FL

[Proof of Delivery](#)

Status Details

Status Date	Status
Fri, 08/01/14, 01:41:00 PM	OK : Delivered
Thu, 07/31/14, 11:53:00 AM	Arrival at Tracking Pick-up point
Tue, 07/29/14, 10:17:00 PM	Delivery Status Not Updated
Tue, 07/29/14, 09:20:00 AM	OK: USPS acknowledges reception of Info
Tue, 07/29/14, 08:17:00 AM	Out for Delivery
Tue, 07/29/14, 08:07:00 AM	Sorting / Processing Complete
Tue, 07/29/14, 07:19:00 AM	Arrival at Unit
Tue, 07/29/14, 03:13:00 AM	Dispatched from Sort Facility
Tue, 07/29/14, 12:06:00 AM	Processed (processing scan)
Mon, 07/28/14, 10:51:00 PM	Origin Acceptance

Note: Delivery status updates are processed throughout the day and posted upon receipt from the Postal Service.

US Postal Service™
REGISTERED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information, visit our website at www.usps.com

OFFICIAL USE

7006 0810 0002 9277 9983

9171 9690 0935 0077 1440 00

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Sent To Brighthouse Networks, LLC
 Street, Apt. No.,
 or PO Box No. 6737 All American Blvd
 City, State, ZIP+4 Orlando FL 32810

PS Form 3800, June 2002 See Reverse for Instructions

My Services

[Profile](#) [Print](#) [Guide](#) [Export](#)

Equipment	Reports	Tracking	Supplies
-----------	---------	----------	----------

[Home](#) > [Tracking](#) > Status History
Status History ?

Tracking Number Information			
Meter:	11246184	Mailing Date:	07/28/14 02:12 PM
Tracking Number:	9171969009350069511322	Sender:	ka/corp svc co
Current Status:	OK : Delivered	Recipient:	
Class of Mail	FC	Zip Code:	32301
Service:	ERR	City:	TALLAHASSEE
Value	\$0.000	State:	FL

[Proof of Delivery](#)

Delivery Section	
Signature	<i>Von Smith</i>
Address	<i>Von Smith</i>
Delivery Point	<i>1201 HAYS ST.</i>

Status Details		Status
▼ Status Date		
Wed, 07/30/14, 09:50:00 AM	OK : Delivered	
Tue, 07/29/14, 09:20:00 AM	OK: USPS acknowledges reception of info	
Tue, 07/29/14, 03:13:00 AM	Dispatched from Sort Facility	
Tue, 07/29/14, 12:06:00 AM	Processed (processing scan)	
Mon, 07/28/14, 10:51:00 PM	Origin Acceptance	
Note: Delivery status updates are processed throughout the day and posted upon receipt from the Postal Service.		

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

9171 9690 0935 0069 5113 22

Return Receipt Fee (Endorsement Required)		Postmark Here
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To *Cooperation Service Company*

Street, Apt. No.,
or PO Box No. *1201 Hays Street*

City, State, ZIP+4 *Tallahassee FL 32301-2505*

PS Form 3800, June 2002 See Reverse for Instructions

My Services

[Profile](#) [Print](#) [Guide](#) [Export](#)

Equipment	Reports	Tracking	Supplies
-----------	---------	----------	----------

[Home](#) > [Tracking](#) > Status History

Status History

Tracking Number Information			
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Tracking Number:	9171969009350069511345	Sender:	ke/gonzalez
Current Status:	OK : Delivered	Recipient:	
Class of Mail	FC	Zip Code:	32808
Service:	ERR	City:	ORLANDO
Value	\$0.000	State:	FL

[Proof of Delivery](#)

Delivery Section	
Signed by	
Addressed to	Terri Brunson
Delivery date	

Status Details		Status
▼ Status Date		OK : Delivered
Tue, 07/29/14, 02:04:00 PM		OK: USPS acknowledges reception of info
Tue, 07/29/14, 09:20:00 AM		Out for Delivery
Tue, 07/29/14, 08:26:00 AM		Sorting / Processing Complete
Tue, 07/29/14, 08:16:00 AM		Arrival at Unit
Tue, 07/29/14, 05:38:00 AM		Dispatched from Sort Facility
Tue, 07/29/14, 03:13:00 AM		Processed (processing scan)
Tue, 07/29/14, 12:06:00 AM		Origin Acceptance
Mon, 07/28/14, 10:51:00 PM		

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9171 9690 0935 0069 5113 46	
Certified Fee	
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Total Postage & Fees	\$
Sent To <u>Jose L. Gonzalez, P.E.</u>	
Street, Apt. No., or PO Box No. <u>800 Mary Ann, ST</u>	
City, State, ZIP+4 <u>Orlando, FL 32808-7846</u>	
PS Form 3800, June 2002 See Reverse for Instructions	



1414 Kuhl Ave.
Orlando, FL 32806
321.843.7000
orlandohealth.com

July 28, 2014

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Orlando Utilities Commission
100 W. Anderson Street
Reliable Plaza
Orlando, Florida 32801
Attn: Right of Way Department

RE: Notice of Intent to Enter into a Restrictive Covenant with the Florida
Department of Environmental Protection (FDEP)
Orlando Health, Inc.
75 Bonnie Loch Court
Orlando, Orange County, Florida
FDEP Facility No. 488841307

To Whom It May Concern:

You are receiving this notice because Orlando Utilities Commission ("OUC") is holder of the following recorded instruments (copies of which are attached hereto), on certain property owned by Orlando Health, Inc. ("Owner"):

1. Underground Easement in favor of the City of Orlando, a municipal corporation and the Orlando Utilities Commission recorded March 10, 1988 in Book 3964, Page 198, Public Records of Orange County, Florida.
2. Underground Easement in favor of the City of Orlando and the Orlando Utilities Commission recorded October 15, 1993 in Book 4635, Page 2142, Public Records of Orange County, Florida.
3. Underground Easement in favor of the City of Orlando and the Orlando Utilities Commission recorded March 5, 1996 in Book 5021, Page 4447, Public Records of Orange County, Florida.

In connection with certain environmental site rehabilitation activities on the property, the person responsible for site rehabilitation, Orlando Health, Inc., a Florida non-profit corporation f/k/a Orlando Regional Healthcare System, Inc., a Florida corporation, successor by merger to Orlando Regional Home Health Services, Inc., a Florida corporation f/k/a Orlando Regional Medical Center, Inc., a Florida not-for-profit corporation ("PRSR") has requested that the Florida Department of Environmental Protection ("FDEP") approve a No Further Action Proposal with Institutional Controls or with Engineering and Institutional Controls and issue a Site Rehabilitation Completion Order with controls for a contaminated site relating to this property. PRSR is seeking this order in reference to FDEP Facility Site ID No 488841307, 75 Bonnie Loch Court, Orlando, Florida, and intends to restrict exposure to contamination in the following manner: water use restrictions that will be set forth in a Declaration of Restrictive Covenant between the Owner and the FDEP that will further encumber the property.

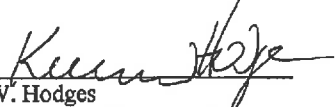
Attached to this letter is a summary of the history of the contamination addressed by the Declaration of Restrictive Covenant, including the type of contamination, the affected media and the location of the contamination. Enclosed is a survey showing the property to be encumbered by the Declaration of Restrictive Covenant.

Please contact the undersigned if you have any questions regarding this notice. In addition, you may contact Carl R. Stephens, P.E. of Ardaman & Associates, Inc., 8008 S. Orange Ave, Orlando, FL 32809, (407) 855-3860, to discuss the status of the work. Complete copies of the No Further Action Proposal, the draft Declaration of Restrictive Covenant, and the FDEP's preliminary evaluation are available for public inspection during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday, except legal holidays at 800 Mercy Drive, Suite 4, Orlando, Florida 32808-7896 or online at <http://dwmedms.dep.state.fl.us/Oculus/servlet/login>. Please use the FDEP_Com, Facility or Project number listed on the FDEP's preliminary evaluation to communicate with the FDEP or the online document management system (Oculus).

Holders of recorded interests have 30 days from receipt of this notice to provide comments to the FDEP. Within the 30 day comment period, holders of recorded interests may request additional time for review. Such comments should be sent to FDEP FDEP in care of Jose L. Gonzalez, P.E., Engineer III /Site Manager. Environmental Protection Division, 800 Mercy Drive, Suite 4, Orlando, Florida 32808-7896. The Order shall be signed by the program administrator: Valerie K. Huegel, Program Administrator, Petroleum Restoration Program, Division of Waste Management, 2600 Blair Stone Road, M.S. #4575, Tallahassee, Florida 32399-2400.

Yours sincerely,

Orlando Health, Inc.

cc
By: 
Karl W. Hodges
Vice President of Business Development

cc (w/enclosure to primary addressee):

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Jose L. Gonzalez, P.E.
Orange County Environmental Protection Division
800 Mercy Drive, Suite 4
Orlando, Florida 32808-7896

**Summary of the History of the Contamination
Addressed by the Declaration of Restrictive Covenant**

1. Contamination was initially discovered at the facility during the removal of an underground gasoline tank in 2002. No soil contamination was detected after the removal of approximately 18 tons of soil. A Limited Site Assessment was prepared in October, 2004 and groundwater contamination was detected above the GCTLs. A Natural Attenuation Monitoring Plan was proposed and approved in December, 2004. The first and second quarterly groundwater monitoring reports indicated levels in the source well above the NADCs, and chemical injection was conducted June through September, 2007. Contaminant concentrations decreased following the injections, however some contaminants still exceeded the GCTLs and NADCs, and episodic air sparge/soil vapor extraction was conducted in 2010. Post Active Remediation Monitoring was conducted after the AS/SVE and contaminant concentrations in the source well continued to fluctuate above and below the GCTLs and NADCs over 5 quarters of monitoring. Based on the fluctuating concentrations at the source well, Owner decided to pursue a No Further Action with Conditions. The discharge of contaminants on the property to be encumbered by the Declaration of Restrictive Covenant (the "Restricted Property") is documented in the following report (the "Report"): *Recommendation for No Further Action with Conditions dated September 9, 2013, submitted by Ardaman & Associates, Inc.*
2. The Report sets forth the nature and extent of the contamination presently located on the Restricted Property (the "Contaminants"). The Report confirms that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code ("FAC"), presently exists on the Restricted Property. The Report also documents that the groundwater contamination does not extend beyond the Restricted Property boundaries, that the extent of the groundwater contamination does not exceed one-quarter (1/4) acre, and that the groundwater contamination is not migrating.
3. It is the intent of the restrictions in the Declaration of Restrictive Covenant to reduce or eliminate the risk of exposure of users or occupants of the Restricted Property and the environment to the Contaminants and to reduce or eliminate the threat of migration of the Contaminants.
4. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions ("Order") upon recordation of the Declaration of Restrictive Covenant. FDEP can unilaterally revoke the Order if the conditions of the Declaration of Restrictive Covenant or of the Order are not met. Additionally, if concentrations of Contaminants increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules.

PRICE A. HANDLEY, P.A.
ATTORNEYS AT LAW
225 E. ROBINSON ST., SUITE 450
P.O. BOX 1273
ORLANDO, FLORIDA 32802

UNDERGROUND EASEMENT

2940723 ORANGE CO. FL.
02:34:28PM 03/10/88

33864 PG0198

THIS INSTRUMENT, made and entered into this 7 day of March, 1988, by and between ORLANDO REGIONAL MEDICAL CENTER, INC., a corporation not for profit, organized under the laws of the State of Florida, hereinafter called the GRANTOR, and the CITY OF ORLANDO, a municipal corporation, and the ORLANDO UTILITIES COMMISSION, of the City of Orlando, Florida, hereinafter designated as the GRANTEES;

(Wherever used in this instrument the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.)

WITNESSETH:

A. WHEREAS, GRANTOR is the owner in fee of a tract of land in the County of Orange and State of Florida, described as follows, to-wit:

Lot 1, Arnold Palmer Children's Hospital and Perinatal Center as recorded in Plat Book 17, Page 49, Public Records of Orange County, Florida

B. WHEREAS, GRANTEE, ORLANDO UTILITIES COMMISSION, is engaged in the business of generating, transmitting and distributing electric energy to the public; and

C. WHEREAS, GRANTOR, the owner of the above-described land, is constructing upon a portion of said property buildings which will be known as the ARNOLD PALMER CHILDREN'S HOSPITAL and CENTRAL ENERGY PLANT, and in connection therewith GRANTOR has requested GRANTEE, ORLANDO UTILITIES COMMISSION, to provide certain facilities necessary to extend electric service to said buildings and premises and to all consumers who might be served thereby; and

D. WHEREAS, GRANTOR will furnish certain concrete transformer pads and conduit, and GRANTEE, ORLANDO UTILITIES COMMISSION, is desirous of (1) locating, operating and maintaining on said pads, switchgear and/or distribution transformers, (2) locating, constructing and maintaining primary cables and wires on, over, through and/or under said tract

APPROVED AS TO FORM
Robert J. Gully
Attorney

DESCRIPTION APPROVED
Easement Specialist

THOMAS E. LOAN, JR.
Orange County
Comptroller
By Deputy Clerk

RETURN TO: DON KNOLL
ORLANDO UTILITIES COMM.
P.O. BOX 3193
ORLANDO, FL 32802

3964 PG0199

described hereinabove, and (3) installing, constructing, operating and maintaining fixtures, equipment and accessories necessary and/or desirable in connection therewith, items (1), (2) and (3) being hereinafter collectively referred to as "facilities", which facilities will be located within the specific easement area designated as "12' OUC UNDERGROUND EASEMENT" shown on the ORLANDO UTILITIES COMMISSION drawing dated 1/18/88, attached hereto, incorporated herein and by this reference made a part hereof;

NOW THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of certain expenditures on the part of the GRANTEES in connection with the furnishing of services as hereinbefore indicated, and of the mutual benefits hereunder, and of the mutual covenants and conditions contained herein, the GRANTOR does hereby grant and convey to the GRANTEES, on, over, through and/or under that specific easement area shown on said drawing and designated thereon as "12' OUC UNDERGROUND EASEMENT", the right, privilege and easement to (1) utilize said transformer pads, (2) construct and locate said facilities on said easement area, and operate, inspect, alter, improve, maintain, repair and rebuild said facilities thereon and/or remove the same therefrom, and (3) exercise the right of ingress and egress to, over and/or under said lands described in Paragraph A hereinabove at any time and all times for the purpose of exercising the rights and privileges herein granted.

TOGETHER with the rights, easements, privileges and appurtenances in and to said lands which may be required for the full employment of the rights herein granted.

The parties hereto agree as follows:

1. GRANTEES shall have the right to construct, locate, operate, inspect, alter, improve, maintain, repair, remove and rebuild said facilities, together with the rights and privileges necessary and/or convenient for the full use and enjoyment thereof.

2. GRANTOR shall not utilize or permit the areas in

3964 PEO200

which GRANTEES' facilities are located to be used in any way or manner which would create any interference with the construction, reconstruction, removal, repair or safe operation and safe maintenance thereof.

3. All of the rights and privileges granted hereby shall be and remain in effect in perpetuity unless GRANTEES shall abandon the use of said facilities and, if abandoned, for any reasonable period of time thereafter for the purpose of removal by the GRANTEES of any facilities supplied by them. In the event of such abandonment and/or such removal of said facilities, the easement privileges and rights herein granted shall revert to the GRANTOR.

4. GRANTOR covenants that it has the right to grant the approvals, privileges and easement described or stated herein and GRANTOR covenants that GRANTEES shall have quiet and peaceful use and enjoyment of said easement.

The ORLANDO UTILITIES COMMISSION may, in addition to the conditions imposed herein with respect to the location, construction, maintenance and operation of its facilities as described herein, require compliance with all of the terms and provisions of its customer service agreement generally applicable to its customers.

The provisions hereof shall inure to and be binding upon the successors and assigns of the parties hereto, respectively.

~~SUB-RANE NATIONAL ASSOCIATION, organized and existing under the laws of the United States of America, trustee of a trust indenture upon the above described property dated as of September 1, 1970, recorded in O.R. Book 3063, Page 185, Public Records of Orange County, Florida, and as subsequently amended, joins herein as GRANTOR for the purpose of subordinating, and does hereby subordinate, the lien of said trust indenture to the easement herein granted.~~

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed in its corporate name, by its duly authorized corporate officers, and its corporate seal to be

3964 60201

hereunto affixed, pursuant to due and lawful corporate authority, all as of the day and year first written.

Signed, sealed and delivered
in the presence of:

Nancy M. Heppelwhite
Nancy B. Pauls

ORLANDO REGIONAL MEDICAL
CENTER, INC.

By: Michael D. Means
Executive Vice President

Also: Gregory Swanson
Vice President/Finance, CFO

(CORPORATE SEAL)

~~NEW ORLEANS NATIONAL ASSOCIATION~~

~~By: _____ President~~
~~Also: _____ Secretary~~

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael D. Means and Gregory Swanson, well known to me to be the ~~President and Vice President~~ President and Secretary, respectively, of the corporation named as Grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of March, 1988.



Linda A. Mann
Notary Public, State of Florida
My Commission Expires: 6-19-88

3964 PE0202

STATE OF FLORIDA
COUNTY OF ORANGE

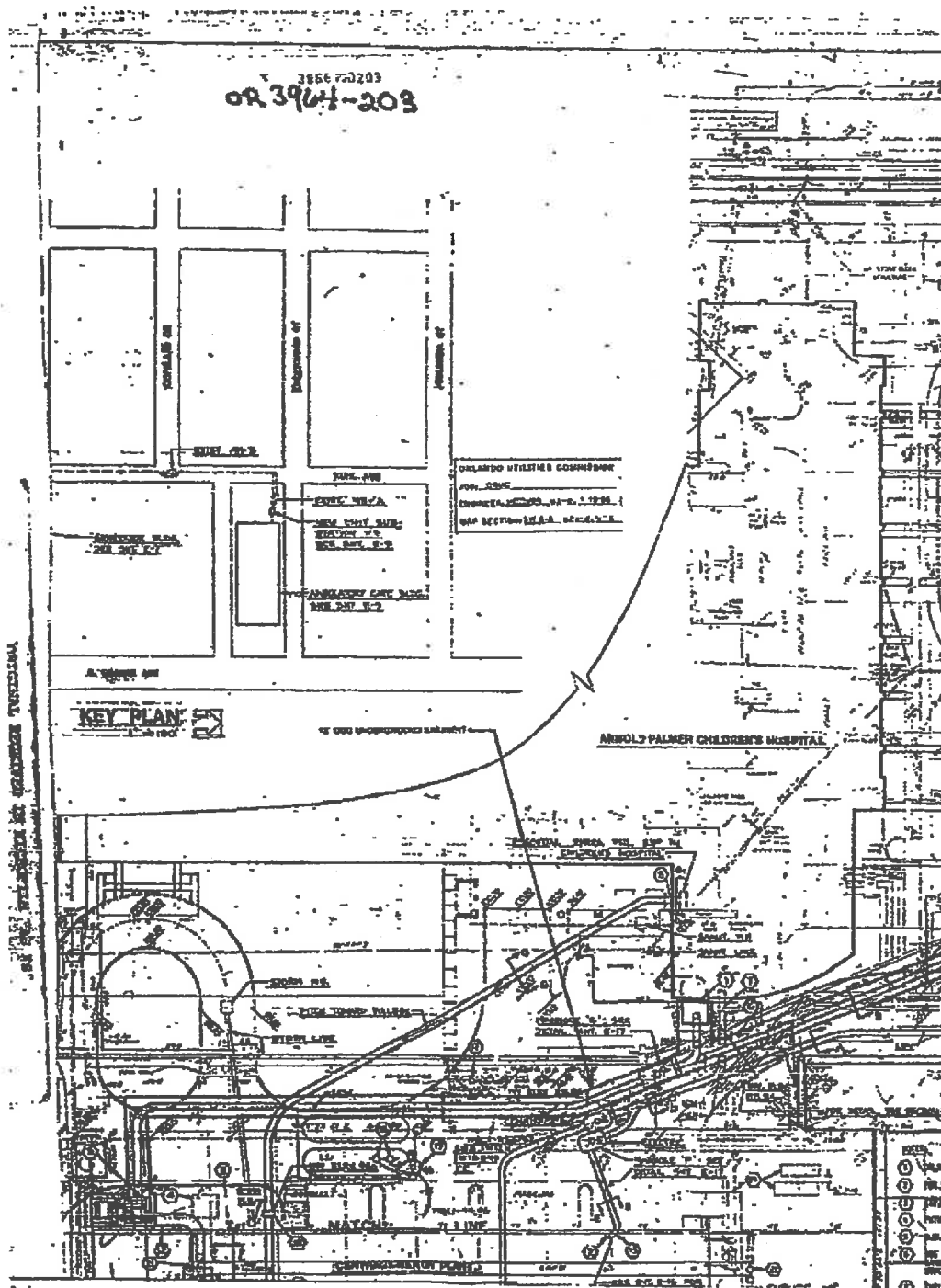
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ and _____, well known to me to be the President and _____ Secretary, respectively, of SUN BANK NATIONAL ASSOCIATION, named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation; that the seal affixed is the true corporate seal of said corporation, and that said instrument is the act and deed of said corporation.

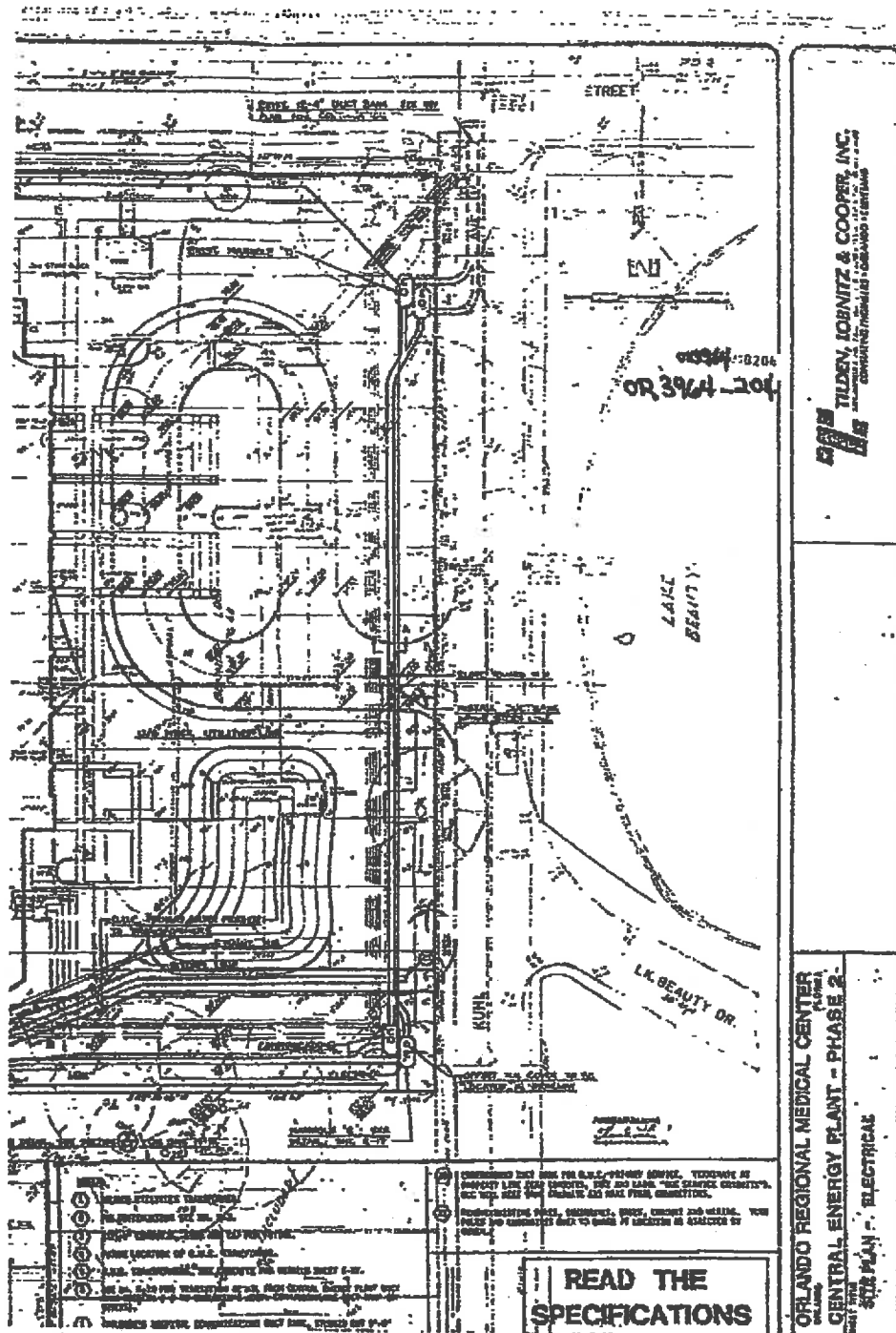
WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 198__.

(NOTARIAL SEAL)

Notary Public, State of Florida

My Commission Expires: _____





This Instrument prepared by:
Thomas B. Tart, Esq.
Orlando Utilities Commission
500 S. Orange Avenue
P.O. Box 3193
Orlando, FL 32802

Orange Co FL 4629993
10/15/93 08:11:06am
OR Bk 4635 Pg 2142
Rec 28.50 DEC .70

UNDERGROUND EASEMENT

THIS INDENTURE, Made and entered into this 6th day
of October, 1993, by and between ORLANDO REGIONAL
HEALTHCARE SYSTEMS, INC., a Florida non-profit corporation, whose
address is 1414 Kuhl Avenue, Orlando, Florida 32806-2093,
hereinafter called the GRANTOR, and the CITY OF ORLANDO, a
municipal corporation, whose address is 400 S. Orange Avenue,
Orlando, Florida 32801, and the ORLANDO UTILITIES COMMISSION, of
the City of Orlando, Florida, whose address is 500 S. Orange
Avenue, Orlando, Florida 32801, hereinafter designated as the
GRANTEES;

(Wherever used in this instrument the singular number shall
include the plural and the plural the singular, and the use of
any gender shall include all genders)

W I T N E S S E T H:

A. WHEREAS, GRANTOR, is the owner in fee of a tract of
land in the County of Orange and State of Florida, described as
follows to-wit:

Lot 1, Arnold Palmer Children's Hospital and Prenatal
Center as recorded in Plat Book 17, Page 49, Public
Records of Orange County, Florida,

and


B. WHEREAS, GRANTEE, ORLANDO UTILITIES COMMISSION, is
engaged in the business of generating, transmitting and
distributing electric energy to the public; and

C. WHEREAS, GRANTOR, the owner of the above-described
land, is upgrading facilities upon a portion of said property which
will is known as ARNOLD PALMER CHILDREN'S HOSPITAL and CENTRAL
ENERGY PLANT, and in connection therewith GRANTOR has requested
GRANTEE, ORLANDO UTILITIES COMMISSION, to provide certain

Description Approved


Richard H. Parker Jr.

Approved as to Form
Other than Description


Thomas B. Tart

facilities necessary to upgrade electric service to said premises and to all consumers who might be served thereby; and

D. WHEREAS, GRANTOR, will furnish certain concrete transformer pads and conduit, and GRANTEE, ORLANDO UTILITIES COMMISSION, is desirous of (1) locating, operating and maintaining on said pads, switchgear and/or distribution transformers, (2) locating, constructing and maintaining primary cables and wires on, over and/or under said tract described hereinabove, and (3) installing, constructing, operating and maintaining fixtures, equipment and accessories necessary and/or desirable in connection therewith, items (1), (2) and (3) being hereinafter collectively referred to as "facilities", which facilities will be located within the specific easement area designated as "15' OUC UNDERGROUND EASEMENT" shown on the ORLANDO UTILITIES COMMISSION drawing dated September 29, 1993, attached hereto, incorporated herein and by this reference made a part hereof;

NOW THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of certain expenditures on the part of the GRANTEES in connection with the furnishing of service as hereinbefore indicated, and of the mutual benefits hereunder, and of the mutual covenants and conditions contained herein, the GRANTOR does hereby grant and convey to the GRANTEES, on, over and/or under that specific easement area shown on said drawing and designated thereon as "15' OUC UNDERGROUND EASEMENT", the right, privilege and easement to (1) utilize said transformer pads, (2) construct and locate said facilities on said easement area, and operate, inspect, alter, improve, maintain, repair and rebuild said facilities thereon and/or remove the same therefrom, and (3) exercise the right of ingress and egress to, over and/or under said lands described in Paragraph A hereinabove at any time and all times for the purpose of exercising the rights and privileges herein granted.

OR BK 4635 Pg 2143
Orange Co FL 462993

TOGETHER with the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.

The parties hereto agree as follows:

1. GRANTEES shall have the right to construct, locate, operate, inspect, alter, improve, maintain, repair, remove and rebuild said facilities, together with the rights and privileges necessary and/or convenient for the full use and enjoyment thereof.

2. GRANTOR shall not utilize or permit the areas in which GRANTEES' facilities are located to be used in any way or manner which would create any interference with the construction, reconstruction, removal, repair or safe operation and safe maintenance thereof.

3. All of the rights and privileges granted hereby shall be and remain in effect in perpetuity unless GRANTEES shall abandon the use of said facilities and, if abandoned, for any reasonable period of time thereafter for the purpose of removal by the GRANTEES of any facilities supplied by them. In the event of such abandonment and/or such removal of said facilities, the easement privileges and rights herein granted shall revert to the GRANTOR.

4. GRANTOR, as owner of the above-described land, covenants that it has the right to grant the approvals, privileges and easement described or stated herein, and GRANTOR, covenants that GRANTEES shall have quiet and peaceful use and enjoyment of said easement.

THE ORLANDO UTILITIES COMMISSION may, in addition to the conditions imposed herein with respect to the location, construction, maintenance and operation of its facilities as described herein, require compliance with all of the terms and provisions of its customer service agreement generally applicable to its customers.

The provisions hereof shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively.

OF BK 4635 Pg 2144
Orange Co FL 4629953

IN WITNESS WHEREOF, the corporate GRANTOR has caused these presents to be signed in its corporate name, by its duly authorized corporate officer and its corporate seal to be hereunto affixed respectively, pursuant to due and lawful corporate authority, all as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Sharon M. Higgins
(sign)
Print Name: Sharon M. Higgins
John E. Higgins
(sign)
Print Name: John E. Higgins

ORLANDO REGIONAL HEALTHCARE SYSTEM, INC., a Florida non-profit corporation.

John Willenmeyer
(sign)
Print Name: John Willenmeyer
As Its: Service President

(Corporate Seal)

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared John Willenmeyer well known to me to be the Service Vice President of ORLANDO REGIONAL HEALTHCARE SYSTEMS, INC., a Florida non-profit corporation, named in the foregoing instrument, and that they severally acknowledge executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, that the seal affixed thereto is the true corporate seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 6 day of October, 1993.

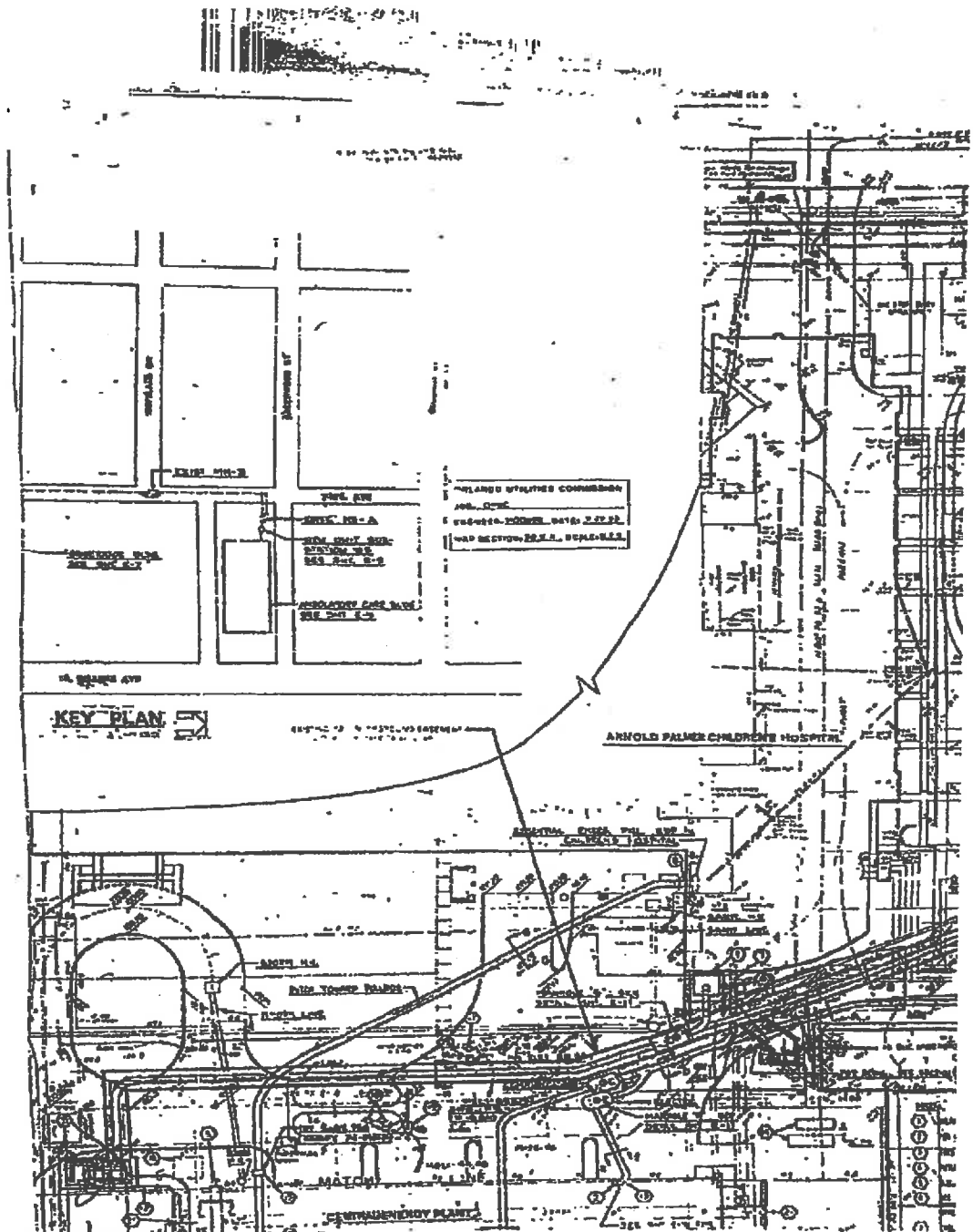
(Notarial Seal)

Linda A. Morris
Notary Public (sign)
Print Name: Linda A. Morris
State of Florida
My Commission Expires:



1425-A 1/2 1/2
My Comm. Exp. 1-1-94
Bonded thru Surety Ins. Co.

14 24 4635 Pg 2145
Orange Co FL 4629993



This instrument prepared by:
Thomas B. Tart, Esq.
Orlando Utilities Commission
500 S. Orange Avenue
P.O. Box 3193
Orlando, FL 32802

Orange Co FL 5533869
03/05/96 01:39:44pm
OR Bk 5021 Pg 4447
Rec 37.50 DSC .70

UNDERGROUND EASEMENT

THIS INDENTURE, Made and entered into this 8TH day of FEB., 1996, by and between ORLANDO REGIONAL HEALTHCARE SYSTEMS, INC., a Florida non-profit corporation, whose address is 1414 Kuhl Avenue, Orlando, Florida 32806, hereinafter called the GRANTOR, and the CITY OF ORLANDO, a municipal corporation, whose address is 400 S Orange Avenue, Orlando, Florida 32801, and the ORLANDO UTILITIES COMMISSION, of the City of Orlando, Florida, whose address is 500 S. Orange Avenue, Orlando, Florida 32801, hereinafter designated as the GRANTEES;

(Wherever used in this instrument the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders)

WITNESSETH:

A. WHEREAS, GRANTOR, is the owner in fee of a tract of land in the County of Orange and State of Florida, described as follows to-wit:

SEE ATTACHED EXHIBIT "A" AND INCORPORATED
HEREIN BY THIS AGREEMENT

and

Description Approved


Richard H. Parker Jr.
Right-of-Way Agent

Approved as to Form
Other than Description


Thomas B. Tart
Attorney

B. WHEREAS, GRANTEE, ORLANDO UTILITIES COMMISSION, is engaged in the business of generating, transmitting and distributing electric energy to the public; and

C. WHEREAS, GRANTOR is upgrading facilities upon a portion of said property which is known as ARNOLD PALMER CHILDREN'S HOSPITAL and CENTRAL ENERGY PLANT and in connection therewith GRANTOR has requested GRANTEE, ORLANDO UTILITIES COMMISSION, to provide certain facilities necessary to upgrade electric service to said premises and to all consumers who might be served thereby; and

OR 34 5021 Pg 4448
Orange Co FL 3333869

D. WHEREAS, GRANTOR, will furnish certain concrete transformer pads and conduit, and GRANTEE, ORLANDO UTILITIES COMMISSION, is desirous of (1) locating, operating and maintaining on said pads, switchgear and/or distribution transformers, (2) locating, constructing and maintaining primary cables and wires on, over and/or under said tract described hereinabove, and (3) installing, constructing, operating and maintaining fixtures, equipment and accessories necessary and/or desirable in connection therewith, items (1), (2) and (3) being hereinafter collectively referred to as "facilities", which facilities will be located within the specific easement area designated as "12' OUC UNDERGROUND EASEMENT" shown on the ORLANDO UTILITIES COMMISSION drawing dated February 6, 1996 attached hereto, incorporated herein and by this reference made a part hereof,

NOW THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of certain expenditures on the part of the GRANTEES in connection with the furnishing of service as hereinbefore indicated, and of the mutual benefits hereunder, and of the mutual covenants and conditions contained herein, the GRANTOR does hereby grant and convey to the GRANTEES, on, over and/or under that specific easement area shown on

said drawing and designated thereon as "12' OUC UNDERGROUND EASEMENT", the right, privilege and easement to (1) utilize said transformer pads, (2) construct and locate said facilities on said easement area, and operate, inspect, alter, improve, maintain, repair and rebuild said facilities thereon and/or remove the same therefrom, and (3) exercise the right of ingress and egress to, over and/or under said lands described in Exhibit "A" attached at any time and all times for the purpose of exercising the rights and privileges herein granted.

TOGETHER with the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.

The parties hereto agree as follows:

1. GRANTEES shall have the right to construct, locate, operate, inspect, alter, improve, maintain, repair, remove and rebuild said facilities, together with the rights and privileges necessary and/or convenient for the full use and enjoyment thereof.
2. GRANTOR shall not utilize or permit the areas in which GRANTEES' facilities are located to be used in any way or manner which would create any interference with the construction, reconstruction, removal, repair or safe operation and safe maintenance thereof.
3. All of the rights and privileges granted hereby shall be and remain in effect in perpetuity unless GRANTEES shall abandon the use of said facilities and, if abandoned, for any reasonable period of time thereafter for the purpose of removal by the GRANTEES of any facilities supplied by them. In the event of such abandonment and/or such removal of said facilities, the easement privileges and rights herein granted shall revert to the GRANTOR.

OR Bk 5021 Pg 4449
Orange Co FL 333869

OR Bk 5021 Pg 4450
Orange Co FL 333869

4. GRANTOR, as owner of the land described in Exhibit "A", covenants that it has the right to grant the approvals, privileges and easement described or stated herein, and GRANTOR, covenants that GRANTEEES shall have quiet and peaceful use and enjoyment of said easement.

THE ORLANDO UTILITIES COMMISSION may, in addition to the conditions imposed herein with respect to the location, construction, maintenance and operation of its facilities as described herein, require compliance with all of the terms and provisions of its customer service agreement generally applicable to its customers.

The provisions hereof shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively.



IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, as of
the day and year first above written.

OR Bk 5021 Pg 4451
Orange Co FL 333869

Signed, sealed and delivered
in the presence of:

Nancy Provenzano
(sign)
Print Name: Nancy Provenzano

Daniel Tom
(sign)
Print Name: Daniel Tom

ORLANDO REGIONAL HEALTHCARE
SYSTEM, INC.,
a Florida non-profit corporation

Thomas J. Hyatt
(sign)
Print Name: Thomas J. Hyatt
As its: Administrative Director
Facility Development

(Corporate Seal)



STATE OF Florida

COUNTY OF Orange

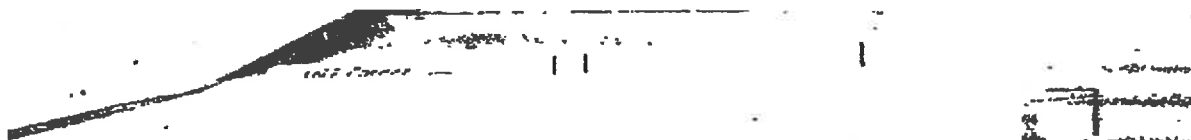
The foregoing instrument was acknowledged before me this 8th day of 2
1996, by Mr. Hyatt the Fac. Dev. of ORLANDO REGIONAL HEALTHCARE
SYSTEM, INC. a non-profit corporation, on behalf of the corporation. He/she is personally known
to me or who has produced known as identification and who did (did not) take an oath.

(Notarial Seal)

Kimberly A. Vagelakos
Notary Public (sign)
Print Name: Kimberly A. Vagelakos
State of Florida
My Commission Expires:



OFFICIAL SEAL
Kimberly A. Vagelakos
My Commission Expires
May 28, 1996
Comm. No. CC 256404



DR Bk 5021 Pg 4452
Orange Co FL 5533869

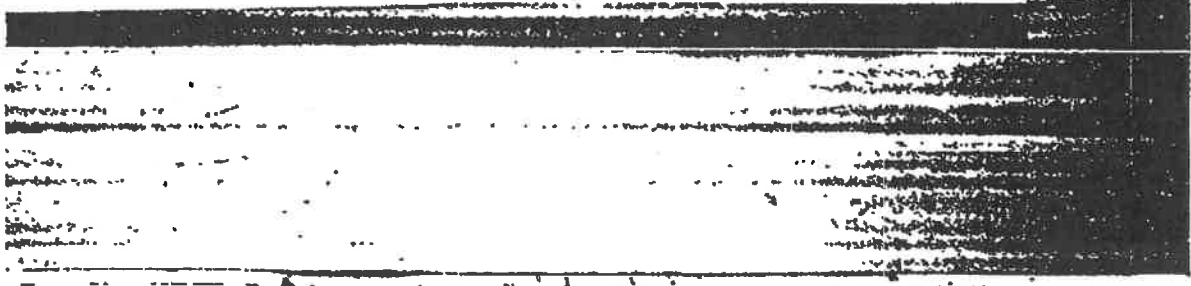
EXHIBIT "A"

TO

UNDERGROUND EASEMENT

Lot 1, Arnold Palmer Children's Hospital and Prenatal Center, according to the
plat thereof as recorded in Plat Book 17, Page 49, Public Records of Orange
County, Florida.

6



My Services

[Profile](#) [Print](#) [Guide](#) [Export](#)

Equipment	Reports	Tracking	Supplies
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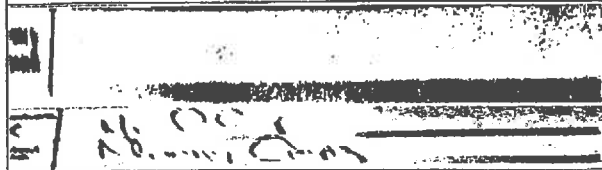
[Home](#) > [Tracking](#) > Status History

Status History

Tracking Number Information

Meter:	11246184	Mailing Date:	07/28/14 02:11 PM
Tracking Number:	9171969009350069511339	Sender:	ke/orl utility
Current Status:	OK : Delivered	Recipient:	
Class of Mail	FC	Zip Code:	32801
Service:	ERR	City:	ORLANDO
Value	\$0.000	State:	FL

Proof of Delivery



Status Details

▼ Status Date	Status
Thu, 07/31/14, 07:43:00 AM	OK : Delivered
Wed, 07/30/14, 09:51:00 AM	Arrival at Tracking Pick-up point
Wed, 07/30/14, 09:50:00 AM	Arrival at Unit
Tue, 07/29/14, 11:54:00 PM	Processed (processing scan)
Tue, 07/29/14, 09:20:00 AM	OK: USPS acknowledges reception of info
Tue, 07/29/14, 03:13:00 AM	Dispatched from Sort Facility
Tue, 07/29/14, 12:06:00 AM	Processed (processing scan)
Mon, 07/28/14, 10:51:00 PM	Origin Acceptance

Note: Delivery status updates are processed throughout the day and posted upon receipt from the Postal Service.

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

9171 9690 0935 0069 5113 39

Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Sent To Orlando Utilities Commission
 Street, Apt. No.,
 or PO Box No. 100 W. Anderson Street
 City, State, ZIP+4 Orlando, FL 32801

PS Form 3800, June 2002 See Reverse for Instructions

My Services			
Equipment	Reports	Tracking	Supplies

Home > Tracking > Status History

Status History

Tracking Number Information

Meter:	11246184	Mailing Date:	07/28/14 02:13 PM
Tracking Number:	9171969009350069511360	Sender:	ke/gonzalez
Current Status:	OK : Delivered	Recipient:	
Class of Mail	FC	Zip Code:	32808
Service:	ERR	City:	ORLANDO
Value	\$0.000	State:	FL

[Proof of Delivery](#)

My ISS

Delivery Signature

Kevin Brinson

Status Details

Status Date	Status
Tue, 07/29/14, 02:04:00 PM	OK : Delivered
Tue, 07/29/14, 09:20:00 AM	OK: USPS acknowledges reception of info
Tue, 07/29/14, 08:26:00 AM	Out for Delivery
Tue, 07/29/14, 08:16:00 AM	Sorting / Processing Complete
Tue, 07/29/14, 05:38:00 AM	Arrival at Unit
Tue, 07/29/14, 03:13:00 AM	Dispatched from Sort Facility
Tue, 07/29/14, 12:06:00 AM	Processed (processing scan)
Mon, 07/28/14, 10:51:00 PM	Origin Acceptance

Note: Delivery status updates are processed throughout the day and posted upon receipt from the Postal Service.

U.S. Postal Service™
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For delivery information visit our website at www.usps.com.

OFFICIAL USE

9171 9690 0935 0069 5113 60

Return Receipt Fee (Endorsement Required)		Postmark Here
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To *Mr. L. Gonzalez - D.E.*

Street, Apt. No.,
or PO Box No. *800 Mary Drive #4*

City, State, ZIP+4 *Orlando, FL 32808-7896*

PS Form 3800, June 2002 See Reverse for Instructions



1414 Kuhl Ave.
Orlando, FL 32806
321.843.7000
orlandohealth.com

July 28, 2014

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

City of Orlando
400 S. Orange Avenue, 8th Floor
Orlando, Florida 32801-3302
Attn: Director of Public Works

RE: Notice of Intent to Enter into a Restrictive Covenant with the Florida
Department of Environmental Protection (FDEP)
Orlando Health, Inc.
75 Bonnie Loch Court
Orlando, Orange County, Florida
FDEP Facility No. 488841307

To Whom It May Concern:

You are receiving this notice because the City of Orlando is holder of the following recorded instruments (copies of which are enclosed herewith), on certain property owned by Orlando Health, Inc. ("Owner"):

1. Underground Easement in favor of the City of Orlando, a municipal corporation and the Orlando Utilities Commission recorded March 10, 1988 in Book 3964, Page 198, Public Records of Orange County, Florida.
2. Underground Easement in favor of the City of Orlando and the Orlando Utilities Commission recorded October 15, 1993 in Book 4635, Page 2142, Public Records of Orange County, Florida.
3. Underground Easement in favor of the City of Orlando and the Orlando Utilities Commission recorded March 5, 1996 in Book 5021, Page 4447, Public Records of Orange County, Florida.

In connection with certain environmental site rehabilitation activities on the property, the person responsible for site rehabilitation, Orlando Health, Inc., a Florida non-profit corporation f/k/a Orlando Regional Healthcare System, Inc., a Florida corporation, successor by merger to Orlando Regional Home Health Services, Inc., a Florida corporation f/k/a Orlando Regional Medical Center, Inc., a Florida not-for-profit corporation ("PRSR") has requested that the Florida Department of Environmental Protection ("FDEP") approve a No Further Action Proposal with Institutional Controls or with Engineering and Institutional Controls and issue a Site Rehabilitation Completion Order with controls for a contaminated site relating to this property. PRSR is seeking this order in reference to FDEP Facility Site ID No 488841307, 75 Bonnie Loch Court, Orlando, Florida, and intends to restrict exposure to contamination in the following manner: water use restrictions that will be set forth in a Declaration of Restrictive Covenant between the Owner and the FDEP that will further encumber the property.

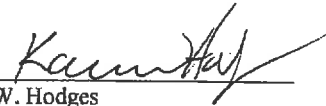
Attached to this letter is a summary of the history of the contamination addressed by the Declaration of Restrictive Covenant, including the type of contamination, the affected media and the location of the contamination. Enclosed is a survey showing the property to be encumbered by the Declaration of Restrictive Covenant.

Please contact the undersigned if you have any questions regarding this notice. In addition, you may contact Carl R. Stephens, P.E. of Ardaman & Associates, Inc., 8008 S. Orange Ave, Orlando, FL 32809, (407) 855-3860, to discuss the status of the work. Complete copies of the No Further Action Proposal, the draft Declaration of Restrictive Covenant, and the FDEP's preliminary evaluation are available for public inspection during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday, except legal holidays at 800 Mercy Drive, Suite 4, Orlando, Florida 32808-7896 or online at <http://dwmedms.dep.state.fl.us/Oculus/servlet/login>. Please use the FDEP_Com, Facility or Project number listed on the FDEP's preliminary evaluation to communicate with the FDEP or the online document management system (Oculus).

Holders of recorded interests have 30 days from receipt of this notice to provide comments to the FDEP. Within the 30 day comment period, holders of recorded interests may request additional time for review. Such comments should be sent to FDEP in care of Jose L. Gonzalez, P.E., Engineer III /Site Manager. Environmental Protection Division, 800 Mercy Drive, Suite 4, Orlando, Florida 32808-7896. The Order shall be signed by the program administrator: Valerie K. Huegel, Program Administrator, Petroleum Restoration Program, Division of Waste Management, 2600 Blair Stone Road, M.S. #4575, Tallahassee, Florida 32399-2400.

Yours sincerely,

Orlando Health, Inc.

cc
By: 
Karl W. Hodges
Vice President of Business Development

cc (w/enclosure to primary addressee):

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Jose L. Gonzalez, P.E.
Orange County Environmental Protection Division
800 Mercy Drive, Suite 4
Orlando, Florida 32808-7896

Summary of the History of the Contamination
Addressed by the Declaration of Restrictive Covenant

1. Contamination was initially discovered at the facility during the removal of an underground gasoline tank in 2002. No soil contamination was detected after the removal of approximately 18 tons of soil. A Limited Site Assessment was prepared in October, 2004 and groundwater contamination was detected above the GCTLs. A Natural Attenuation Monitoring Plan was proposed and approved in December, 2004. The first and second quarterly groundwater monitoring reports indicated levels in the source well above the NADCs, and chemical injection was conducted June through September, 2007. Contaminant concentrations decreased following the injections, however some contaminants still exceeded the GCTLs and NADCs, and episodic air sparge/soil vapor extraction was conducted in 2010. Post Active Remediation Monitoring was conducted after the AS/SVE and contaminant concentrations in the source well continued to fluctuate above and below the GCTLs and NADCs over 5 quarters of monitoring. Based on the fluctuating concentrations at the source well, Owner decided to pursue a No Further Action with Conditions. The discharge of contaminants on the property to be encumbered by the Declaration of Restrictive Covenant (the "Restricted Property") is documented in the following report (the "Report"): *Recommendation for No Further Action with Conditions dated September 9, 2013, submitted by Ardaman & Associates, Inc.*
2. The Report sets forth the nature and extent of the contamination presently located on the Restricted Property (the "Contaminants"). The Report confirms that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code ("FAC"), presently exists on the Restricted Property. The Report also documents that the groundwater contamination does not extend beyond the Restricted Property boundaries, that the extent of the groundwater contamination does not exceed one-quarter (1/4) acre, and that the groundwater contamination is not migrating.
3. It is the intent of the restrictions in the Declaration of Restrictive Covenant to reduce or eliminate the risk of exposure of users or occupants of the Restricted Property and the environment to the Contaminants and to reduce or eliminate the threat of migration of the Contaminants.
4. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions ("Order") upon recordation of the Declaration of Restrictive Covenant. FDEP can unilaterally revoke the Order if the conditions of the Declaration of Restrictive Covenant or of the Order are not met. Additionally, if concentrations of Contaminants increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules.

ROSEY A. HADLEY, P.A.
ATTORNEYS AT LAW
225 E. ROBINSON ST. - SUITE 400
P.O. BOX 1273
ORLANDO, FLORIDA 32802

UNDERGROUND BASEMENT

2960723 ORANGE CO. FL.
02/24/2014 03/10/88

33864 PG0198

THIS INSTRUMENT, made and entered into this 2 day of March, 1988, by and between ORLANDO REGIONAL MEDICAL CENTER, INC., a corporation not for profit, organized under the laws of the State of Florida, hereinafter called the GRANTOR, and the CITY OF ORLANDO, a municipal corporation, and the ORLANDO UTILITIES COMMISSION, of the City of Orlando, Florida, hereinafter designated as the GRANTEE;

(Wherever used in this instrument the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.)

WITNESSETH:

A. WHEREAS, GRANTOR is the owner in fee of a tract of land in the County of Orange and State of Florida, described as follows, to-wit:

Lot 1, Arnold Palmer Children's Hospital and Perinatal Center as recorded in Plat Book 17, Page 49, Public Records of Orange County, Florida

B. WHEREAS, GRANTEE, ORLANDO UTILITIES COMMISSION, is engaged in the business of generating, transmitting and distributing electric energy to the public; and

C. WHEREAS, GRANTOR, the owner of the above-described land, is constructing upon a portion of said property buildings which will be known as the ARNOLD PALMER CHILDREN'S HOSPITAL and CENTRAL ENERGY PLANT, and in connection therewith GRANTOR has requested GRANTEE, ORLANDO UTILITIES COMMISSION, to provide certain facilities necessary to extend electric service to said buildings and premises and to all consumers who might be served thereby; and

D. WHEREAS, GRANTOR will furnish certain concrete transformer pads and conduit, and GRANTEE, ORLANDO UTILITIES COMMISSION, is desirous of (1) locating, operating and maintaining on said pads, switchgear and/or distribution transformers, (2) locating, constructing and maintaining primary cables and wires on, over, through and/or under said tract

APPROVED AS TO FORM

DESCRIPTION APPROVED

[Signature]
Easement Specialist

APPROVED AS TO DESCRIPTION

[Signature]
ATTORNEY

RETURN TO: DON KNOLIC
ORLANDO UTILITIES COMM.
P.O. BOX 3193
ORLANDO, FL 32802

:3964 PG0199

described hereinabove, and (3) installing, constructing, operating and maintaining fixtures, equipment and accessories necessary and/or desirable in connection therewith, items (1), (2) and (3) being hereinafter collectively referred to as "facilities", which facilities will be located within the specific easement area designated as "12' OUC UNDERGROUND EASEMENT" shown on the ORLANDO UTILITIES COMMISSION drawing dated 1/18/88, attached hereto, incorporated herein and by this reference made a part hereof;

NOW THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of certain expenditures on the part of the GRANTEEES in connection with the furnishing of services as hereinbefore indicated, and of the mutual benefits hereunder, and of the mutual covenants and conditions contained herein, the GRANTOR does hereby grant and convey to the GRANTEEES, on, over, through and/or under that specific easement area shown on said drawing and designated thereon as "12' OUC UNDERGROUND EASEMENT", the right, privilege and easement to (1) utilize said transformer pads, (2) construct and locate said facilities on said easement area, and operate, inspect, alter, improve, maintain, repair and rebuild said facilities thereon and/or remove the same therefrom, and (3) exercise the right of ingress and egress to, over and/or under said lands described in Paragraph A hereinabove at any time and all times for the purpose of exercising the rights and privileges herein granted.

TOGETHER with the rights, easements, privileges and appurtenances in and to said lands which may be required for the full employment of the rights herein granted.

The parties hereto agree as follows:

1. GRANTEEES shall have the right to construct, locate, operate, inspect, alter, improve, maintain, repair, remove and rebuild said facilities, together with the rights and privileges necessary and/or convenient for the full use and enjoyment thereof.

2. GRANTOR shall not utilize or permit the areas in

3964 PGO200

which GRANTEES' facilities are located to be used in any way or manner which would create any interference with the construction, reconstruction, removal, repair or safe operation and safe maintenance thereof.

3. All of the rights and privileges granted hereby shall be and remain in effect in perpetuity unless GRANTEES shall abandon the use of said facilities and, if abandoned, for any reasonable period of time thereafter for the purpose of removal by the GRANTEES of any facilities supplied by them. In the event of such abandonment and/or such removal of said facilities, the easement privileges and rights herein granted shall revert to the GRANTOR.

4. GRANTOR covenants that it has the right to grant the approvals, privileges and easement described or stated herein and GRANTOR covenants that GRANTEES shall have quiet and peaceful use and enjoyment of said easement.

The ORLANDO UTILITIES COMMISSION may, in addition to the conditions imposed herein with respect to the location, construction, maintenance and operation of its facilities as described herein, require compliance with all of the terms and provisions of its customer service agreement generally applicable to its customers.

The provisions hereof shall inure to and be binding upon the successors and assigns of the parties hereto, respectively.

~~SUN-STATE NATIONAL ASSOCIATION, organized and existing under the laws of the United States of America, trustee of a trust indenture upon the above described property dated as of September 1, 1970, recorded in O.R. Book 2062, Page 185, Public Records of Orange County, Florida, and as subsequently amended, joins herein as covenor for the purpose of subordinating, and does hereby subordinate, the lien of said trust indenture to the easement herein granted.~~

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed in its corporate name, by its duly authorized corporate officers, and its corporate seal to be

3964 00201

hereunto affixed, pursuant to due and lawful corporate authority, all as of the day and year first written.

signed, sealed and delivered
in the presence of:

Nancy M. Heffernan
Nancy B. Pauls

ORLANDO REGIONAL MEDICAL
CENTER, INC.

By: Michael D. Means
Executive Vice President

Attest: Shirley J. Smith
Vice President/Finance, CFO

(CORPORATE SEAL)

~~DOM-ORANGE NATIONAL ASSOCIATION~~

~~By: _____ President~~
~~Attest: _____ Secretary~~

~~(CORPORATE SEAL)~~

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael D. Means and Garry S. Smith, well known to me to be the ~~Executive Vice President~~ and ~~Vice President/Finance (CFO)~~ Secretary, respectively, of the corporation named as Grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of March, 1988.



Linda A. Morris
Notary Public, State of Florida
My Commission Expires: 6-19-88

3964 160202

STATE OF FLORIDA
COUNTY OF ORANGE

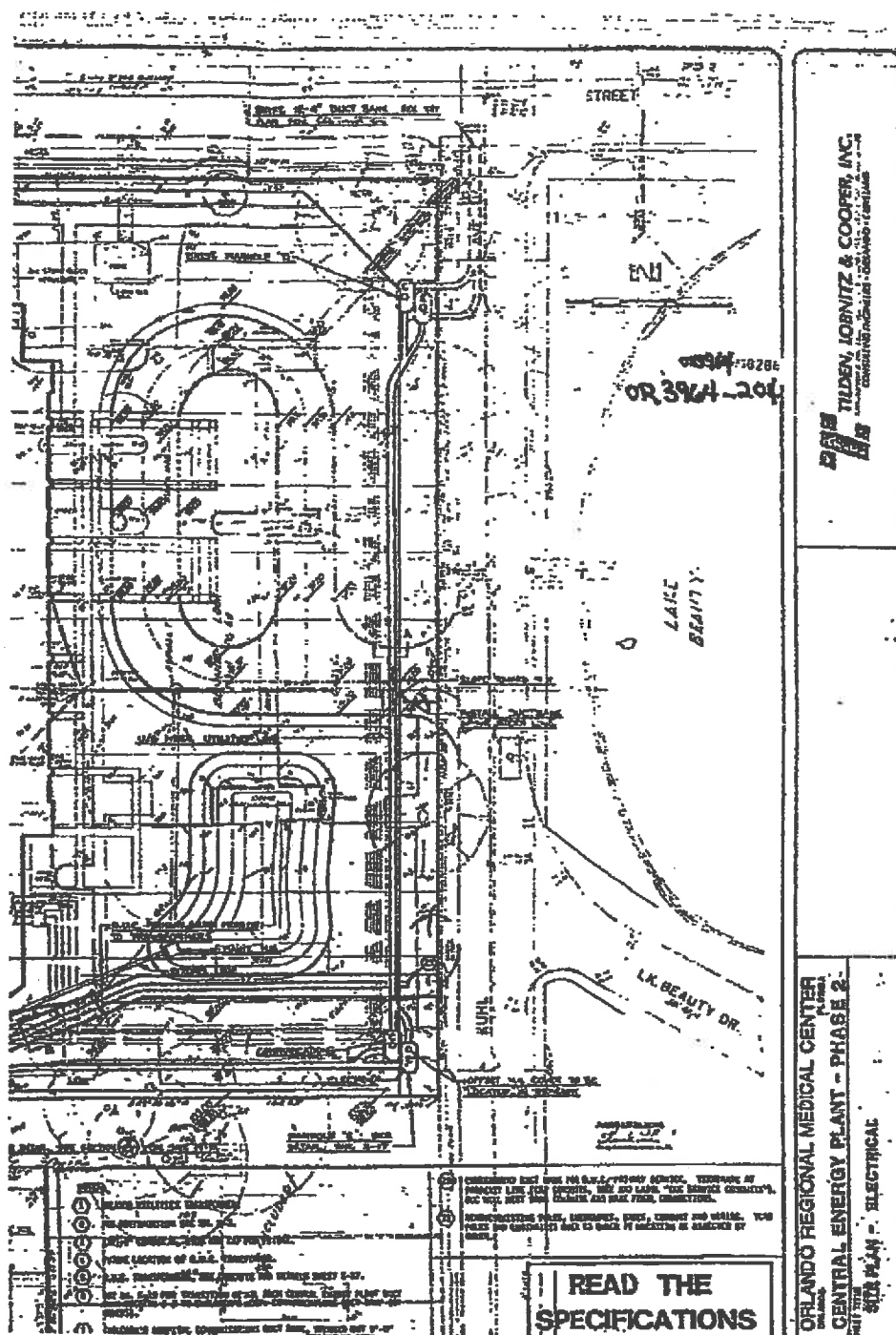
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ and _____, well known to me to be the President and _____ Secretary, respectively, of SUN BANK NATIONAL ASSOCIATION, named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation; that the seal affixed is the true corporate seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 198__.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires: _____



This Instrument prepared by:
Thomas B. Tart, Esq.
Orlando Utilities Commission
500 S. Orange Avenue
P.O. Box 3193
Orlando, FL 32802

Orange Co FL 4629933
10/15/13 08:11:06am
OR Bk 4635 Pg 2142
Rec 28.50 DEC .70

UNDERGROUND EASEMENT

THIS INDENTURE, Made and entered into this 6th day
of October, 1993, by and between ORLANDO REGIONAL
HEALTHCARE SYSTEMS, INC., a Florida non-profit corporation, whose
address is 1414 Kuhl Avenue, Orlando, Florida 32806-2093,
hereinafter called the GRANTOR, and the CITY OF ORLANDO, a
municipal corporation, whose address is 400 S. Orange Avenue,
Orlando, Florida 32801, and the ORLANDO UTILITIES COMMISSION, of
the City of Orlando, Florida, whose address is 500 S. Orange
Avenue, Orlando, Florida 32801, hereinafter designated as the
GRANTEES;

(Wherever used in this instrument the singular number shall
include the plural and the plural the singular, and the use of
any gender shall include all genders)

W I T N E S S E T H:

A. WHEREAS, GRANTOR, is the owner in fee of a tract of
land in the County of Orange and State of Florida, described as
follows to-wit:

Lot 1, Arnold Palmer Children's Hospital and Prenatal
Center as recorded in Plat Book 17, Page 49, Public
Records of Orange County, Florida,

and


B. WHEREAS, GRANTEE, ORLANDO UTILITIES COMMISSION, is
engaged in the business of generating, transmitting and
distributing electric energy to the public; and

C. WHEREAS, GRANTOR, the owner of the above-described
land, is upgrading facilities upon a portion of said property which
will is known as ARNOLD PALMER CHILDREN'S HOSPITAL and CENTRAL
ENERGY PLANT, and in connection therewith GRANTOR has requested
GRANTEE, ORLANDO UTILITIES COMMISSION, to provide certain

Description Approved


Richard H. Parker Jr.

Approved as to Form
Other than Description


Thomas B. Tart

facilities necessary to upgrade electric service to said premises and to all consumers who might be served thereby; and

D. WHEREAS, GRANTOR, will furnish certain concrete transformer pads and conduit, and GRANTEE, ORLANDO UTILITIES COMMISSION, is desirous of (1) locating, operating and maintaining on said pads, switchgear and/or distribution transformers, (2) locating, constructing and maintaining primary cables and wires on, over and/or under said tract described hereinabove, and (3) installing, constructing, operating and maintaining fixtures, equipment and accessories necessary and/or desirable in connection therewith, items (1), (2) and (3) being hereinafter collectively referred to as "facilities", which facilities will be located within the specific easement area designated as "15' OUC UNDERGROUND EASEMENT" shown on the ORLANDO UTILITIES COMMISSION drawing dated September 29, 1993, attached hereto, incorporated herein and by this reference made a part hereof;

NOW THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of certain expenditures on the part of the GRANTEES in connection with the furnishing of service as hereinbefore indicated, and of the mutual benefits hereunder, and of the mutual covenants and conditions contained herein, the GRANTOR does hereby grant and convey to the GRANTEES, on, over and/or under that specific easement area shown on said drawing and designated thereon as "15' OUC UNDERGROUND EASEMENT", the right, privilege and easement to (1) utilize said transformer pads, (2) construct and locate said facilities on said easement area, and operate, inspect, alter, improve, maintain, repair and rebuild said facilities thereon and/or remove the same therefrom, and (3) exercise the right of ingress and egress to, over and/or under said lands described in Paragraph A hereinabove at any time and all times for the purpose of exercising the rights and privileges herein granted.

W Bk 4635 Pg 2143
Orange Co FL 462993

TOGETHER with the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.

The parties hereto agree as follows:

1. GRANTEES shall have the right to construct, locate, operate, inspect, alter, improve, maintain, repair, remove and rebuild said facilities, together with the rights and privileges necessary and/or convenient for the full use and enjoyment thereof.

2. GRANTOR shall not utilize or permit the areas in which GRANTEES' facilities are located to be used in any way or manner which would create any interference with the construction, reconstruction, removal, repair or safe operation and safe maintenance thereof.

3. All of the rights and privileges granted hereby shall be and remain in effect in perpetuity unless GRANTEES shall abandon the use of said facilities and, if abandoned, for any reasonable period of time thereafter for the purpose of removal by the GRANTEES of any facilities supplied by them. In the event of such abandonment and/or such removal of said facilities, the easement privileges and rights herein granted shall revert to the GRANTOR.

4. GRANTOR, as owner of the above-described land, covenants that it has the right to grant the approvals, privileges and easement described or stated herein, and GRANTOR, covenants that GRANTEES shall have quiet and peaceful use and enjoyment of said easement.

THE ORLANDO UTILITIES COMMISSION may, in addition to the conditions imposed herein with respect to the location, construction, maintenance and operation of its facilities as described herein, require compliance with all of the terms and provisions of its customer service agreement generally applicable to its customers.

The provisions hereof shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively.

OF BK 4635, Pg 2144
Orange Co FL 4629993

IN WITNESS WHEREOF, the corporate GRANTOR has caused these presents to be signed in its corporate name, by its duly authorized corporate officer and its corporate seal to be hereunto affixed respectively, pursuant to due and lawful corporate authority, all as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Sharon M. Higgins
(sign)
Print Name: Sharon M. Higgins

John E. Higgins
(sign)
Print Name: John E. Higgins

ORLANDO REGIONAL HEALTHCARE SYSTEM, INC., a Florida non-profit corporation.

John Willenmeyer
(sign)
Print Name: John Willenmeyer
As Its: Service President

(Corporate Seal)

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared John Willenmeyer well known to me to be the Service Vice President of ORLANDO REGIONAL HEALTHCARE SYSTEMS, INC., a Florida non-profit corporation, named in the foregoing instrument, and that they severally acknowledge executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, that the seal affixed thereto is the true corporate seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 6 day of October, 1993.

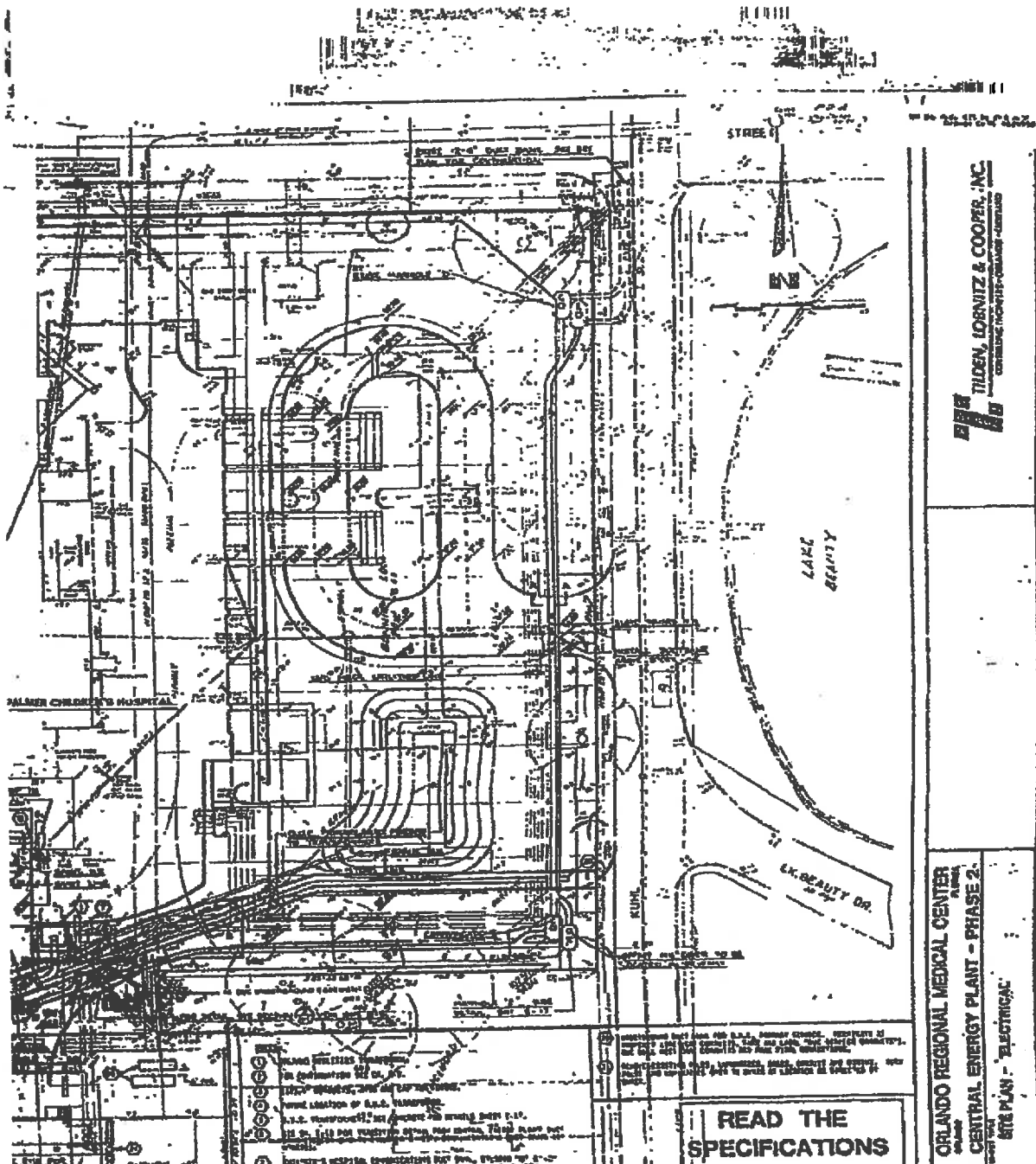
(Notarial Seal)

Linda A. Morris
Notary Public (sign)
Print Name: Linda A. Morris
State of Florida
My Commission Expires:



My Comm. Exp. 11.30.94
Bonded Third Service Ins. Co.

4635 Pg 2145
Orange Co FL 4629993



This Instrument prepared by:
Thomas B. Tart, Esq.
Orlando Utilities Commission
500 S. Orange Avenue
P.O. Box 3193
Orlando, FL 32802

Orange Co FL 5333669
03/05/96 01:39:44pm
OR Bk 5021 Pg 4447
Rec 37.50 DSC .70

UNDERGROUND EASEMENT

THIS INDENTURE, Made and entered into this 8TH day of FEB., 1996, by and between ORLANDO REGIONAL HEALTHCARE SYSTEMS, INC., a Florida non-profit corporation, whose address is 1414 Kuhl Avenue, Orlando, Florida 32806, hereinafter called the GRANTOR, and the CITY OF ORLANDO, a municipal corporation, whose address is 400 S Orange Avenue, Orlando, Florida 32801, and the ORLANDO UTILITIES COMMISSION, of the City of Orlando, Florida, whose address is 500 S. Orange Avenue, Orlando, Florida 32801, hereinafter designated as the GRANTEEES:

(Wherever used in this instrument the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders)

WITNESSETH:

A. WHEREAS, GRANTOR, is the owner in fee of a tract of land in the County of Orange and State of Florida, described as follows to-wit:


SEE ATTACHED EXHIBIT "A" AND INCORPORATED
HEREIN BY THIS AGREEMENT

and

Description Approved


Richard H. Parker Jr.
Right-of-Way Agent

Approved as to Form
Other than Description


Thomas B. Tart
Attorney

B. WHEREAS, GRANTEE, ORLANDO UTILITIES COMMISSION, is engaged in the business of generating, transmitting and distributing electric energy to the public; and

C. WHEREAS, GRANTOR is upgrading facilities upon a portion of said property which is known as ARNOLD PALMER CHILDREN'S HOSPITAL and CENTRAL ENERGY PLANT and in connection therewith GRANTOR has requested GRANTEE, ORLANDO UTILITIES COMMISSION, to provide certain facilities necessary to upgrade electric service to said premises end to all consumers who might be served thereby; and

OR Bk 5021 Pg 4448
Orange Co FL 333869

D. WHEREAS, GRANTOR, will furnish certain concrete transformer pads and conduit, and GRANTEE, ORLANDO UTILITIES COMMISSION, is desirous of (1) locating, operating and maintaining on said pads, switchgear and/or distribution transformers, (2) locating, constructing and maintaining primary cables and wires on, over and/or under said tract described hereinabove, and (3) installing, constructing, operating and maintaining fixtures, equipment and accessories necessary and/or desirable in connection therewith, items (1), (2) and (3) being hereinafter collectively referred to as "facilities", which facilities will be located within the specific easement area designated as "12' OUC UNDERGROUND EASEMENT" shown on the ORLANDO UTILITIES COMMISSION drawing dated February 6, 1996 attached hereto, incorporated herein and by this reference made a part hereof;

NOW THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of certain expenditures on the part of the GRANTEES in connection with the furnishing of service as hereinbefore indicated, and of the mutual benefits hereunder, and of the mutual covenants and conditions contained herein, the GRANTOR does hereby grant and convey to the GRANTEES, on, over and/or under that specific easement area shown on

said drawing and designated thereon as "12' OUC UNDERGROUND EASEMENT", the right, privilege and easement to (1) utilize said transformer pads, (2) construct and locate said facilities on said easement area, and operate, inspect, alter, improve, maintain, repair and rebuild said facilities thereon and/or remove the same therefrom, and (3) exercise the right of ingress and egress to, over and/or under said lands described in Exhibit "A" attached at any time and all times for the purpose of exercising the rights and privileges herein granted.

TOGETHER with the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.

The parties hereto agree as follows:

1. GRANTEES shall have the right to construct, locate, operate, inspect, alter, improve, maintain, repair, remove and rebuild said facilities, together with the rights and privileges necessary and/or convenient for the full use and enjoyment thereof.
2. GRANTOR shall not utilize or permit the areas in which GRANTEES' facilities are located to be used in any way or manner which would create any interference with the construction, reconstruction, removal, repair or safe operation and safe maintenance thereof.
3. All of the rights and privileges granted hereby shall be and remain in effect in perpetuity unless GRANTEES shall abandon the use of said facilities and, if abandoned, for any reasonable period of time thereafter for the purpose of removal by the GRANTEES of any facilities supplied by them. In the event of such abandonment and/or such removal of said facilities, the easement privileges and rights herein granted shall revert to the GRANTOR.

OR Bk 5021 Pg 4449
Orange Co FL 5533669

OR Bk 5021 Pg 4450
Orange Co FL 5533869

4. GRANTOR, as owner of the land described in Exhibit "A", covenants that it has the right to grant the approvals, privileges and easement described or stated herein, and GRANTOR, covenants that GRANTEEES shall have quiet and peaceful use and enjoyment of said easement.

THE ORLANDO UTILITIES COMMISSION may, in addition to the conditions imposed herein with respect to the location, construction, maintenance and operation of its facilities as described herein, require compliance with all of the terms and provisions of its customer service agreement generally applicable to its customers.

The provisions hereof shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, as of
the day and year first above written.

OR Bk 5021 Pg 4451
Orange Co FL 3533869

Signed, sealed and delivered
in the presence of:

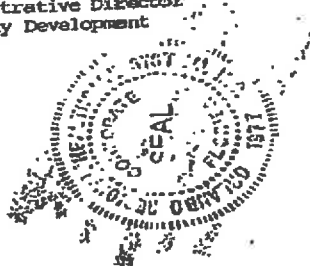
Nancy Provenzano
(sign)
Print Name: Nancy Provenzano

Daniel Tom
(sign)
Print Name: Daniel Tom

ORLANDO REGIONAL HEALTHCARE
SYSTEM, INC.,
a Florida non-profit corporation

Thomas J. Hyatt
(sign)
Print Name: Thomas J. Hyatt
As its: Administrative Director
Facility Development

(Corporate Seal)



STATE OF Florida

COUNTY OF Orange

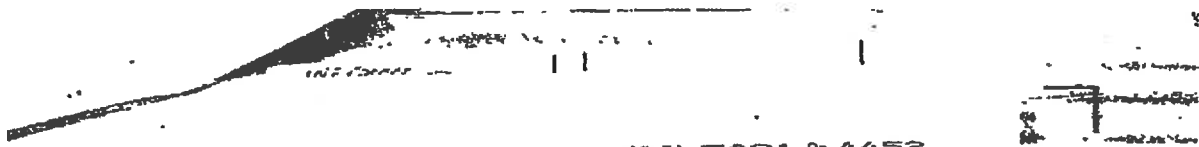
The foregoing instrument was acknowledged before me this 8th day of 2
1996, by Mr. Hyatt the Admin. Dir. of ORLANDO REGIONAL HEALTHCARE
SYSTEM, INC. a non-profit corporation, on behalf of the corporation. He/she is personally known
to me or who has produced known as identification and who did (did not) take an oath.

(Notarial Seal)

Kimberly A. Vagelakos
Notary Public (sign)
Print Name: Kimberly A. Vagelakos
State of Florida
My Commission Expires:



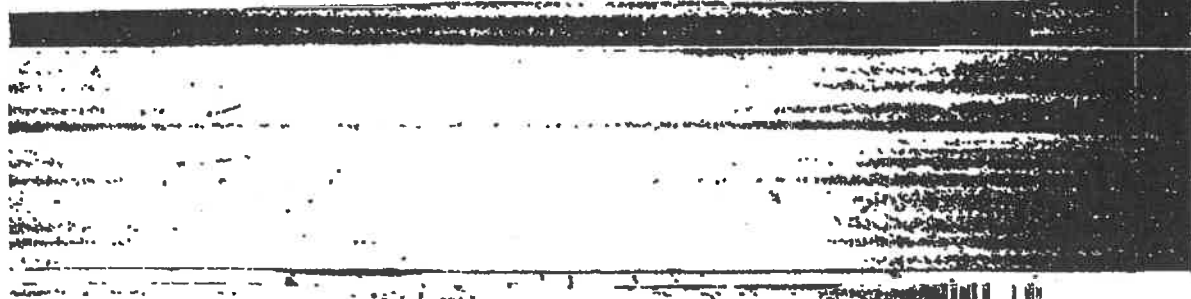
OFFICIAL SEAL
Kimberly A. Vagelakos
My Commission Expires
May 28, 1996
Comm. No. CC 266404



OR Bk 5021 Pg 4452
Orange Co FL 3333869

EXHIBIT "A"
TO
UNDERGROUND EASEMENT

Lot 1, Arnold Palmer Children's Hospital and Prenatal Center, according to the
plat thereof as recorded in Plat Book 17, Page 49, Public Records of Orange
County, Florida.



My Services

[Profile](#) [Print](#) [Guide](#) [Export](#)

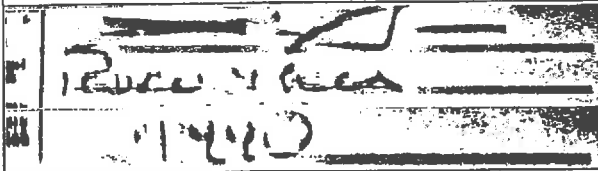
Equipment	Reports	Tracking	Supplies
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[Home](#) > [Tracking](#) > Status History

Status History

Tracking Number Information			
Meter:	11246184	Mailing Date:	07/28/14 02:09 PM
Tracking Number:	9171969009350069511353	Sender:	ke/city of orlando
Current Status:	OK : Delivered	Recipient:	
Class of Mail	FC	Zip Code:	32801
Service:	ERR	City:	ORLANDO
Value	\$0.000	State:	FL

[Proof of Delivery](#)



Status Details		Status
▼ Status Date		
Wed, 07/30/14, 07:50:00 AM	OK : Delivered	
Tue, 07/29/14, 09:20:00 AM	OK: USPS acknowledges reception of info	
Tue, 07/29/14, 09:01:00 AM	Arrival at Tracking Pick-up point	
Tue, 07/29/14, 08:59:00 AM	Arrival at Unit	
Tue, 07/29/14, 03:13:00 AM	Dispatched from Sort Facility	
Tue, 07/29/14, 12:06:00 AM	Processed (processing scan)	
Mon, 07/28/14, 10:51:00 PM	Origin Acceptance	

Note: Delivery status updates are processed throughout the day and posted upon receipt from the Postal Service.

7006 0810 0002 9277 9976

U.S. Postal ServiceTM
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OFFICIAL USE

Postage	\$
Certified Fee	
9171 9690 0935 0069 5113 53	
(Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Sent To	City of Orlando
Street, Apt. No., or PO Box No.	4400 Sorange Ave, 8th floor
City, State, ZIP	Orlando, FL 32801

PS Form 3800, June 2002 See Reverse for Instructions

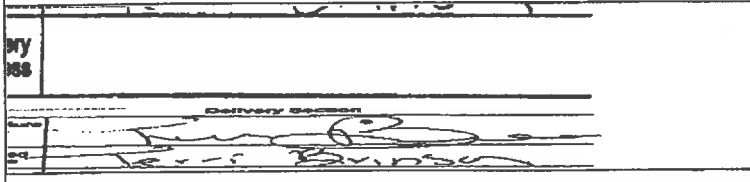
My Services		Profile	Print	Guide	Export
Equipment	Reports	Tracking	Supplies		

Home > Tracking > Status History

Status History 7

Tracking Number Information			
Meter:	11246184	Mailing Date:	07/28/14 02:14 PM
Tracking Number:	9171969009350069511315	Sender:	ke/gonzalez
Current Status:	OK : Delivered	Recipient:	
Class of Mail	FC	Zip Code:	32808
Service:	ERR	City:	ORLANDO
Value	\$0.000	State:	FL

[Proof of Delivery](#)



Status Details		Status
▼ Status Date		
Tue, 07/29/14, 02:04:00 PM	OK : Delivered	
Tue, 07/29/14, 09:20:00 AM	OK: USPS acknowledges reception of info	
Tue, 07/29/14, 08:26:00 AM	Out for Delivery	
Tue, 07/29/14, 08:16:00 AM	Sorting / Processing Complete	
Tue, 07/29/14, 05:38:00 AM	Arrival at Unit	
Tue, 07/29/14, 03:13:00 AM	Dispatched from Sort Facility	
Tue, 07/29/14, 12:06:00 AM	Processed (processing scan)	
Mon, 07/28/14, 10:51:00 PM	Origin Acceptance	

Note: Delivery status updates are processed throughout the day and posted upon receipt from the Postal Service.

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
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For more information visit our website at www.usps.com	
OFFICIAL USE	
Postage	9171 9690 0935 0069 5113 15
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Sent To <u>Jose L. Gonzalez, P.E.</u>	
Street, Apt. No., or PO Box No. <u>800 Murch Dr. ST. 4</u>	
City, State, ZIP+4 <u>Orlando, FL 32808-7396</u>	
PS Form 3800, June 2002 See Reverse for Instructions	

Legal Description for OHI Property

Lot 1, Arnold Palmer Children's Hospital and Perinatal Center, according to the plat thereof recorded in Plat Book 17, Page 49, Public Records of Orange County, Florida.

Legal Description for Restricted Property

A portion of Lot 1, Arnold Palmer Children's Hospital and Perinatal Center according to the plat thereof as recorded in Plat Book 17, Page 49, Public Records of Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Lot 1, Arnold Palmer Children's Hospital and Perinatal Center according to the plat thereof as recorded in Plat Book 17, Page 49, Public Records of Orange County, Florida, said point being on the North right of way line of Bonnie Loch Court as shown on said plat; thence S 89°25'59" W a distance of 35.00 feet along said North right of way line to the Point of Beginning; thence continue S 89°25'59" W a distance of 213.00 feet along said right of way line; thence N 00°16'13" W a distance of 151.50 feet to a point on a line that is 151.50 feet North of and parallel with said right of way line; thence N 89°25'59" E a distance of 213.00 feet along said parallel line; thence S 00°16'13" E a distance of 151.50 feet to the Point of Beginning.

Containing 32,270 square feet more or less.

Ownership and Encumbrance Report

First American Issuing Office:

First American Title Insurance Company
2233 Lee Road
Winter Park, FL 32789

Customer Reference Number: 77218/ORMC/BLCT

First American File Number: 2037-3155097

REVISED & UPDATED: JUNE 4, 2014

Prepared For:

Winderweeple, Haines, Ward and WoodmanP.A.
329 Park Avenue North, 2nd Floor
Winter Park, FL 32789

Legal Description (Entire Property):

Lot 1, Arnold Palmer Children's Hospital and Perinatal Center, according to the plat thereof recorded in Plat Book 17, Page 49, Public Records of Orange County, Florida.

Legal Description (Area to be Restricted):

A portion of Lot 1, Arnold Palmer Children's Hospital and Perinatal Center according to the plat thereof as recorded in Plat Book 17, Page 49, Public Records of Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of Lot 1, Arnold Palmer Children's Hospital and Perinatal Center according to the plat thereof as recorded in Plat Book 17, Page 49, Public Records of Orange County, Florida, said point being on the North right of way line of Bonnie Loch Court as shown on said plat; thence S 89°25'59" W a distance of 35.00 feet along said North right of way line to the Point of Beginning; thence continue S 89°25'59" W a distance of 213.00 feet along said right of way line; thence N 00°16'13" W a distance of 151.50 feet to a point on a line that is 151.50 feet North of and parallel with said right of way line; thence N 89°25'59" E a distance of 213.00 feet along said parallel line; thence S 00°16'13" E a distance of 151.50 feet to the Point of Beginning.

Note: The Area to be Restricted described above lies entirely within the Entire Property described above.

1. Grantee(s) In Last Deed of Record:

Orlando Health, Inc., a Florida non-profit corporation f/k/a Orlando Regional Healthcare System, Inc., a Florida corporation, successor by merger to Orlando Regional Home Health Services, Inc., a Florida corporation f/k/a Orlando Regional Medical Center, Inc., a Florida not-for-profit corporation, by virtue of Book 3880, Page 2018; Book 3880, Page 2028; and Book 7608, Page 953.

2. Encumbrances/Matters Affecting Title (Includes only mortgages, liens and claims of lien (if not specifically affecting other property only), judgments (certified only), federal tax liens, bankruptcy petitions, death certificates, court orders and decrees, divorce decrees, property settlement agreements, tax warrants, incompetency proceedings and probate proceedings which may affect the title to the property described above (attach an exhibit, if necessary)):

(X) Exhibit Attached () Exhibit Not Attached.

Type of Instrument:

1. Plat of Arnold Palmer Children's Hospital and Perinatal Center recorded April 4, 1986 in Plat Book 17, Page 49. (Pertains to area to be Restricted)
2. Underground Easement in favor of the City of Orlando, a municipal corporation and the Orlando Utilities Commission recorded March 10, 1988 in Book 3964, Page 198. (Pertains to area to be Restricted)
3. Underground Easement in favor of the City of Orlando and the Orlando Utilities Commission recorded October 15, 1993 in Book 4635, Page 2142. (Pertains to area to be Restricted)
4. Underground Easement in favor of the City of Orlando and the Orlando Utilities Commission recorded March 5, 1996 in Book 5021, Page 4447. (Pertains to area to be Restricted)
5. Memorandum of Agreement by and between Orlando Health, Inc. and Bright House Networks, LLC, a Delaware limited liability company recorded August 25, 2011 in Book 10258, Page 3817. (Pertains to area to be Restricted)

Customer Reference Number: 77218/ORMC/BLCT
First American File Number: 2037-3155097

Copies of the Encumbrances/Matters Affecting Title (X) are () are not included with this Report.

NOTE: The following is for informational purposes only and is given without assurance or guarantee:

Real Estate Taxes for Tax Parcel Number 02-23-29-0300-00010 for tax year 2013

Gross Tax: \$ 8,695.50 (X) Paid () Not Paid.

Unpaid Taxes for Prior Years (if none, state "none"): None

Map Code:

Assessment:

Customer Reference Number: 77218/ORMC/BLCT
First American File Number: 2037-3155097

Certificate

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from February 13, 1968 to May 29, 2014 at 8:00 a.m.. The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of Orange County, Florida, affecting title to the property described therein. Liability for any incorrect information contained in this Report is limited (1) to the person or entity to whom the Report is directed, and (2) to a maximum of \$1,000.00 pursuant to Section 627.7843(3), Florida Statutes. This Report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance.



First American Title Insurance Company

A handwritten signature in dark ink, appearing to be "MCA", followed by a horizontal line.

as Vice President

Dated: 06/04/2014

WILKEY & HANDLEY, P.A.
ATTORNEYS AT LAW
225 E. ROBINSON ST., SUITE 400
P.O. BOX 1275
ORLANDO, FLORIDA 32802

UNDERGROUND EASEMENT

2940723 ORANGE CO, FL
02/24/2014 03/10/88

032064760198

THIS INDENTURE, made and entered into this 27 day of March, 1988, by and between ORLANDO REGIONAL MEDICAL CENTER, INC., a corporation not for profit, organized under the laws of the State of Florida, hereinafter called the GRANTOR, and the CITY OF ORLANDO, a municipal corporation, and the ORLANDO UTILITIES COMMISSION, of the City of Orlando, Florida, hereinafter designated as the GRANTEE;

(Wherever used in this instrument the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.)

WITNESSETH:

A. WHEREAS, GRANTOR is the owner in fee of a tract of land in the County of Orange and State of Florida, described as follows, to-wit:

Lot 1, Arnold Palmer Children's Hospital and Perinatal Center as recorded in Plat Book 17, Page 49, Public Records of Orange County, Florida

B. WHEREAS, GRANTEE, ORLANDO UTILITIES COMMISSION, is engaged in the business of generating, transmitting and distributing electric energy to the public; and

C. WHEREAS, GRANTOR, the owner of the above-described land, is constructing upon a portion of said property buildings which will be known as the ARNOLD PALMER CHILDREN'S HOSPITAL and CENTRAL ENERGY PLANT, and in connection therewith GRANTOR has requested GRANTEE, ORLANDO UTILITIES COMMISSION, to provide certain facilities necessary to extend electric service to said buildings and premises and to all consumers who might be served thereby; and

D. WHEREAS, GRANTOR will furnish certain concrete transformer pads and conduit, and GRANTEE, ORLANDO UTILITIES COMMISSION, is desirous of (1) locating, operating and maintaining on said pads, switchgear and/or distribution transformers, (2) locating, constructing and maintaining primary cables and wires on, over, through and/or under said tract

DESCRIPTION APPROVED

[Signature]
Easement Specialist

APPROVED AS TO FORM

[Signature]
Attorney

RETURN TO: DON KNOLL
ORLANDO UTILITIES COMM.
P.O. BOX 3193
ORLANDO, FL 32802

:3964 P60199

described hereinabove, and (3) installing, constructing, operating and maintaining fixtures, equipment and accessories necessary and/or desirable in connection therewith, items (1), (2) and (3) being hereinafter collectively referred to as "facilities", which facilities will be located within the specific easement area designated as "12' OOC UNDERGROUND EASEMENT" shown on the ORLANDO UTILITIES COMMISSION drawing dated 1/18/88, attached hereto, incorporated herein and by this reference made a part hereof;

NOW THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of certain expenditures on the part of the GRANTEEES in connection with the furnishing of services as hereinbefore indicated, and of the mutual benefits hereunder, and of the mutual covenants and conditions contained herein, the GRANTOR does hereby grant and convey to the GRANTEEES, on, over, through and/or under that specific easement area shown on said drawing and designated thereon as "12' OOC UNDERGROUND EASEMENT", the right, privilege and easement to (1) utilize said transformer pads, (2) construct and locate said facilities on said easement area, and operate, inspect, alter, improve, maintain, repair and rebuild said facilities thereon and/or remove the same therefrom, and (3) exercise the right of ingress and egress to, over and/or under said lands described in Paragraph A hereinabove at any time and all times for the purpose of exercising the rights and privileges herein granted.

TOGETHER with the rights, easements, privileges and appurtenances in and to said lands which may be required for the full employment of the rights herein granted.

The parties hereto agree as follows:

1. GRANTEEES shall have the right to construct, locate, operate, inspect, alter, improve, maintain, repair, remove and rebuild said facilities, together with the rights and privileges necessary and/or convenient for the full use and enjoyment thereof.

2. GRANTOR shall not utilize or permit the areas in

3964 PR0200

which GRANTEES' facilities are located to be used in any way or manner which would create any interference with the construction, reconstruction, removal, repair or safe operation and safe maintenance thereof.

3. All of the rights and privileges granted hereby shall be and remain in effect in perpetuity unless GRANTEES shall abandon the use of said facilities and, if abandoned, for any reasonable period of time thereafter for the purpose of removal by the GRANTEES of any facilities supplied by them. In the event of such abandonment and/or such removal of said facilities, the easement privileges and rights herein granted shall revert to the GRANTOR.

4. GRANTOR covenants that it has the right to grant the approvals, privileges and easement described or stated herein and GRANTOR covenants that GRANTEES shall have quiet and peaceful use and enjoyment of said easement.

The ORLANDO UTILITIES COMMISSION may, in addition to the conditions imposed herein with respect to the location, construction, maintenance and operation of its facilities as described herein, require compliance with all of the terms and provisions of its customer service agreement generally applicable to its customers.

The provisions hereof shall inure to and be binding upon the successors and assigns of the parties hereto, respectively.

~~ONE BANK NATIONAL ASSOCIATION, organized and existing under the laws of the United States of America, trustee of a trust indenture upon the above described property dated as of September 1, 1970, recorded in O.R. Book 3663, Page 185, Public Records of Orange County, Florida, and as subsequently amended, joins herein as GRANTOR for the purpose of subordinating and de facto subordinate, the lien of said trust indenture to the easement herein granted.~~

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be signed in its corporate name, by its duly authorized corporate officers, and its corporate seal to be

3964 00201

hereunto affixed, pursuant to due and lawful corporate authority, all as of the day and year first written.

Signed, sealed and delivered in the presence of:

Nancy M. Hoffenberg
Nancy B. Rawls

ORLANDO REGIONAL MEDICAL CENTER, INC.

By: Michael D. Means
 Executive Vice President

Attest: John J. Smith
 Vice President/Finance, CFO

(CORPORATE SEAL)

~~NON-ORANGE REGIONAL ASSOCIATION~~

~~President~~

~~Secretary~~

(CORPORATE SEAL)

STATE OF FLORIDA
 COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael D. Means and Gary Swanson, well known to me to be the President and Vice President/Finance (CFO) Secretary, respectively, of the corporation named as Grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of March, 1982.



Linda A. Mann
 Notary Public, State of Florida
 My Commission Expires: 6-19-88

3964 P60202

STATE OF FLORIDA
COUNTY OF ORANGE

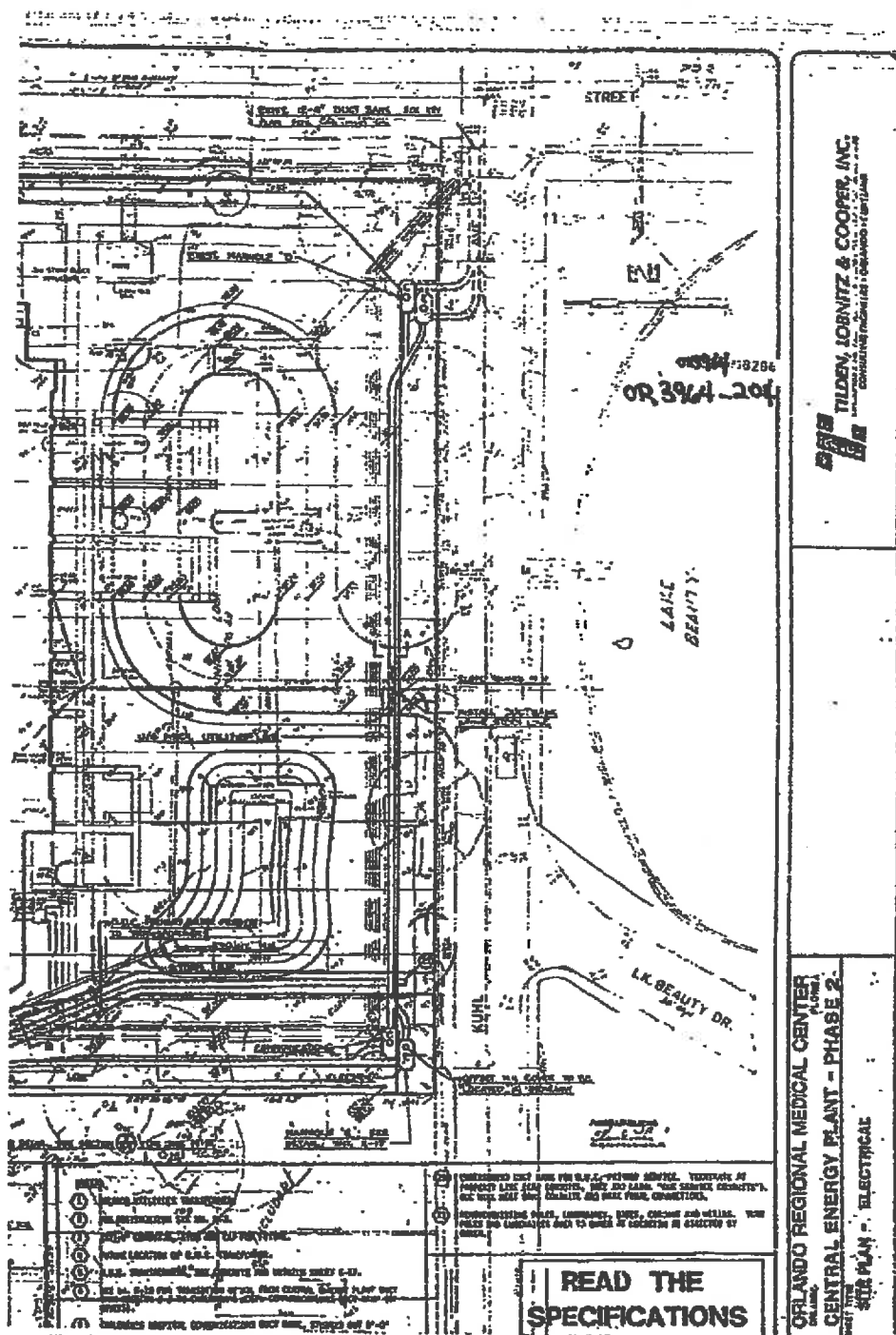
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ and _____, well known to me to be the President and _____ Secretary, respectively, of SUN BANK NATIONAL ASSOCIATION, named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation; that the seal affixed is the true corporate seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 198__.

(NOTARIAL SEAL)

Notary Public, State of Florida

My Commission Expires: _____



This Instrument prepared by:
Thomas B. Tart, Esq.
Orlando Utilities Commission
500 S. Orange Avenue
P.O. Box 3193
Orlando, FL 32802

Orange Co FL 5333669
03/05/96 01:39:44pm
DR Bk 502 Pg 4447
Rec 37:50 DSC .70

UNDERGROUND EASEMENT

THIS INDENTURE, Made and entered into this 8TH day of FEB., 1996, by and between ORLANDO REGIONAL HEALTHCARE SYSTEMS, INC., a Florida non-profit corporation, whose address is 1414 Kuhl Avenue, Orlando, Florida 32806, hereinafter called the GRANTOR, and the CITY OF ORLANDO, a municipal corporation, whose address is 400 S Orange Avenue, Orlando, Florida 32801, and the ORLANDO UTILITIES COMMISSION, of the City of Orlando, Florida, whose address is 500 S. Orange Avenue, Orlando, Florida 32801, hereinafter designated as the GRANTEES;

(Wherever used in this instrument the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders)

WITNESSETH:

A. WHEREAS, GRANTOR, is the owner in fee of a tract of land in the County of Orange and State of Florida, described as follows to-wit:

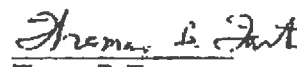
SEE ATTACHED EXHIBIT "A" AND INCORPORATED
HEREIN BY THIS AGREEMENT

and

Description Approved


Richard H. Parker Jr.
Right-of-Way Agent

Approved as to Form
Other than Description


Thomas B. Tart
Attorney

B. WHEREAS, GRANTEE, ORLANDO UTILITIES COMMISSION, is engaged in the business of generating, transmitting and distributing electric energy to the public; and

C. WHEREAS, GRANTOR is upgrading facilities upon a portion of said property which is known as ARNOLD PALMER CHILDREN'S HOSPITAL and CENTRAL ENERGY PLANT and in connection therewith GRANTOR has requested GRANTEE, ORLANDO UTILITIES COMMISSION, to provide certain facilities necessary to upgrade electric service to said premises

and to all consumers who might be served thereby; and

OR Bk 5021 Pg 444B
Orange Co FL 5533869

D. WHEREAS, GRANTOR, will furnish certain concrete transformer pads and conduit, and GRANTEE, ORLANDO UTILITIES COMMISSION, is desirous of (1) locating, operating and maintaining on said pads, switchgear and/or distribution transformers, (2) locating, constructing and maintaining primary cables and wires on, over and/or under said tract described hereinabove, and (3) installing, constructing, operating and maintaining fixtures, equipment and accessories necessary and/or desirable in connection therewith, items (1), (2) and (3) being hereinafter collectively referred to as "facilities", which facilities will be located within the specific easement area designated as "12' OUC UNDERGROUND EASEMENT" shown on the ORLANDO UTILITIES COMMISSION drawing dated February 6, 1996 attached hereto, incorporated herein and by this reference made a part hereof;

NOW THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of certain expenditures on the part of the GRANTEES in connection with the furnishing of service as hereinbefore indicated, and of the mutual benefits hereunder, and of the mutual covenants and conditions contained herein, the GRANTOR does hereby grant and convey to the GRANTEES, on, over and/or under that specific easement area shown on

said drawing and designated thereon as "12' OUC UNDERGROUND EASEMENT", the right, privilege and easement to (1) utilize said transformer pads, (2) construct and locate said facilities on said easement area, and operate, inspect, alter, improve, maintain, repair and rebuild said facilities thereon and/or remove the same therefrom, and (3) exercise the right of ingress and egress to, over and/or under said lands described in Exhibit "A" attached at any time and all times for the purpose of exercising the rights and privileges herein granted.

TOGETHER with the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.

The parties hereto agree as follows:

1. GRANTEES shall have the right to construct, locate, operate, inspect, alter, improve, maintain, repair, remove and rebuild said facilities, together with the rights and privileges necessary and/or convenient for the full use and enjoyment thereof.
2. GRANTOR shall not utilize or permit the areas in which GRANTEES' facilities are located to be used in any way or manner which would create any interference with the construction, reconstruction, removal, repair or safe operation and safe maintenance thereof.
3. All of the rights and privileges granted hereby shall be and remain in effect in perpetuity unless GRANTEES shall abandon the use of said facilities and, if abandoned, for any reasonable period of time thereafter for the purpose of removal by the GRANTEES of any facilities supplied by them. In the event of such abandonment and/or such removal of said facilities, the easement privileges and rights herein granted shall revert to the GRANTOR.

OR Bk 5021 Pg 4449
Orange Co FL 333869



OR Bk 5021 Pg 4450
Orange Co FL 5533869

4. GRANTOR, as owner of the land described in Exhibit "A", covenants that it has the right to grant the approvals, privileges and easement described or stated herein, and GRANTOR, covenants that GRANTEEES shall have quiet and peaceful use and enjoyment of said easement.

THE ORLANDO UTILITIES COMMISSION may, in addition to the conditions imposed herein with respect to the location, construction, maintenance and operation of its facilities as described herein, require compliance with all of the terms and provisions of its customer service agreement generally applicable to its customers.

The provisions hereof shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively.

4

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, as of

the day and year first above written.

OR Bk 5021 Pg 4451
Orange Co FL 3533869

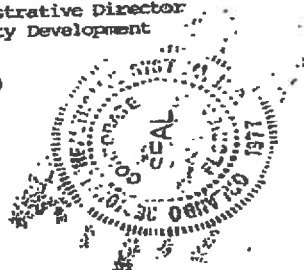
Signed, sealed and delivered
in the presence of:

Nancy Provenzano
(sign)
Print Name: Nancy Provenzano
Daniel Tom
(sign)
Print Name: Daniel Tom

ORLANDO REGIONAL HEALTHCARE
SYSTEM, INC.,
a Florida non-profit corporation

Thomas J. Hyatt
(sign)
Print Name: Thomas J. Hyatt
As Its: Administrative Director
Facility Development

(Corporate Seal)



STATE OF Florida

COUNTY OF Orange

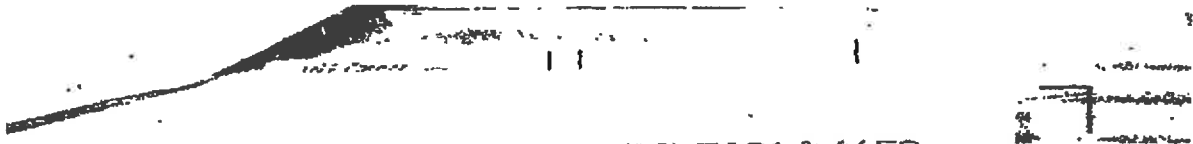
The foregoing instrument was acknowledged before me this 8th day of 2
1996, by Mr. Hyatt Fac. Dev. of ORLANDO REGIONAL HEALTHCARE
SYSTEM, INC. a non-profit corporation, on behalf of the corporation. He/she is personally known
to me or who has produced known as identification and who did (did not) take an oath.

(Notarial Seal)

Kimberly A. Vagelakos
Notary Public (sign)
Print Name: Kimberly A. Vagelakos
State of Florida
My Commission Expires:



OFFICIAL SEAL
Kimberly A. Vagelakos
My Commission Expires
May 28, 1996
Comm. No. CC 256404



OR Bk 5021 Pg 4452
Orange Co FL 5533869

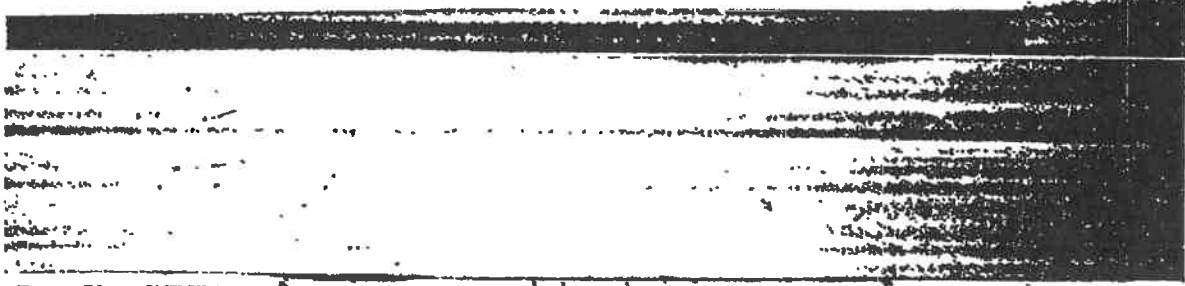
EXHIBIT "A"

TO

UNDERGROUND EASEMENT


Lot 1, Arnold Palmer Children's Hospital and Prenatal Center, according to the
plat thereof as recorded in Plat Book 17, Page 49, Public Records of Orange
County, Florida.

6



This instrument prepared by and
after recording, return to:

Audrea Boykin
BRIGHT HOUSE NETWORKS
485 North Keller Road
Maitland, Florida 32751

DOCN 20110447270 B: 10235 P: 3817
03/25/2011 08:28:43 AM Page 1 of 4
Rec Fee: \$25.00
Dead Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
NB - Ret To: BRIGHT HOUSE NETWORKS LLC


[SPACE ABOVE THIS LINE FOR RECORDING DATA]

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into this 12th day of May, 2011, by and between ORLANDO HEALTH INC ("Customer"), its successors and assigns located at ARNOLD PALMER, 92 West Miller Street, Orlando, Florida 32806 and BRIGHT HOUSE NETWORKS, LLC, a Delaware limited liability company ("BHN"), 2251 Lucien Way, Maitland, Florida 32751.

1. Agreement. This Memorandum is intended to evidence the fact that Customer and BHN have entered into that certain Cable Television Installation and Service Agreement dated May 12, 2011 (the "Agreement") pursuant to which Customer has granted to BHN the exclusive right to enter the premises described on Exhibit "A" attached hereto (the "Premises") for purposes of providing cable services (as defined in the Agreement).

2. Term of Agreement. The original Term of the Agreement is for a period of ten (10) years with successive one (1) year terms which commenced on May 12, 2011.

3. Limitation of Memorandum. Nothing contained herein is intended to limit, modify or otherwise alter the respective rights and responsibilities of Customer or BHN under the Agreement.

-SIGNATURE PAGES TO FOLLOW-

Arnold Palmer
92 West Miller Street, Orlando, Florida 32806

12

Rev. 5/12/2011; 1:47:43 PM

20110447270 Page 2 of 4

Memorandum of Agreement

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Agreement as of this 12 day of May, 2011.

CUSTOMER:

Witnesses:

Paul A. Vincennie
Print Name: Paul A. Vincennie

By: S. Randolph Hayas

Name: S. Randolph Hayas

Gothia Sanchez
Print Name: Gothia Sanchez

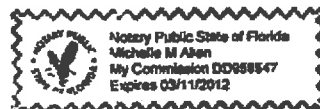
Title: Cap Air Mat Hlth

Address: 1414 Kuhl Ave.
Orlando, FL 32800

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 12 day of May, 2011, by S. Randolph Hayas as _____ of _____.
He/She is personally known to me or has produced his/her _____ (state) driver's license or his/her _____ (type of identification) as identification.



Michelle M Allen
NOTARY PUBLIC

Print Name: Michelle M Allen

3/12/2012

My Commission Expires

DD958547

My Commission Number

20110447270 Page 3 of 4

Memorandum of Agreement

BRIGHT HOUSE NETWORKS, LLC,
a Delaware limited liability company

WITNESSES:

Donna BallName: Donna BallHarold L. Busch IIIName: HAROLD L. BUSCH IIIBy: Michel L. ChampagneMichel L. Champagne
Vice President of Operations/
General ManagerAddress: 485 North Keller Road, Suite 100
Maitland, FL 32751708
5/17/11

STATE OF FLORIDA }

COUNTY OF ORANGE }

The foregoing instrument was acknowledged before me this 25 day of May, 2011,
by Michel L. Champagne, as Vice-President of Operations/General Manager of BRIGHT HOUSE NETWORKS,
LLC, a Delaware limited liability company. He is personally known to me.

Jen G Mayhew
Notary Public; State of Florida

Print Name


Notary Public State of Florida
Jen G Mayhew
My Commission 16018083
My Commission Expires 04/02/2014

My Commission No.

20110447270 Page 4 of 4

EXHIBIT "A"
To Memorandum of Agreement
Legal Description

Orange County, Florida

ARNOLD PALMER CHILDRENS HOSPITAL & PERINATAL CENTER 1749 LOT 1

Arnold Palmer
92 West Miller Street, Orlando, Florida 32806

15

Rev. 3/12/2011; 1:47:35 PM

This Instrument prepared by:
Thomas B. Tart, Esq.
Orlando Utilities Commission
500 S. Orange Avenue
P.O. Box 3193
Orlando, FL 32802

Orange Co FL 4629933
10/15/93 08:11:06am
OR Bk 4635 Pg 2142
Rec 28.50 DSC .70

UNDERGROUND EASEMENT

THIS INDENTURE, Made and entered into this 6th day of October, 1993, by and between ORLANDO REGIONAL HEALTHCARE SYSTEMS, INC., a Florida non-profit corporation, whose address is 1414 Kuhl Avenue, Orlando, Florida 32806-2093, hereinafter called the GRANTOR, and the CITY OF ORLANDO, a municipal corporation, whose address is 400 S. Orange Avenue, Orlando, Florida 32801, and the ORLANDO UTILITIES COMMISSION, of the City of Orlando, Florida, whose address is 500 S. Orange Avenue, Orlando, Florida 32801, hereinafter designated as the GRANTEES;

(Wherever used in this instrument the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders)

W I T N E S S E T H:

A. WHEREAS, GRANTOR, is the owner in fee of a tract of land in the County of Orange and State of Florida, described as follows to-wit:

Lot 1, Arnold Palmer Children's Hospital and Prenatal Center as recorded in Plat Book 17, Page 49, Public Records of Orange County, Florida,

and

B. WHEREAS, GRANTEE, ORLANDO UTILITIES COMMISSION, is engaged in the business of generating, transmitting and distributing electric energy to the public; and

C. WHEREAS, GRANTOR, the owner of the above-described land, is upgrading facilities upon a portion of said property which will be known as ARNOLD PALMER CHILDREN'S HOSPITAL and CENTRAL ENERGY PLANT, and in connection therewith GRANTOR has requested GRANTEE, ORLANDO UTILITIES COMMISSION, to provide certain

Description Approved


Richard H. Parker Jr.

Approved as to Form
Other than Description


Thomas B. Tart

facilities necessary to upgrade electric service to said premises and to all consumers who might be served thereby; and

D. WHEREAS, GRANTOR, will furnish certain concrete transformer pads and conduit, and GRANTEE, ORLANDO UTILITIES COMMISSION, is desirous of (1) locating, operating and maintaining on said pads, switchgear and/or distribution transformers, (2) locating, constructing and maintaining primary cables and wires on, over and/or under said tract described hereinabove, and (3) installing, constructing, operating and maintaining fixtures, equipment and accessories necessary and/or desirable in connection therewith, items (1), (2) and (3) being hereinafter collectively referred to as "facilities", which facilities will be located within the specific easement area designated as "15' OUC UNDERGROUND EASEMENT" shown on the ORLANDO UTILITIES COMMISSION drawing dated September 29, 1993, attached hereto, incorporated herein and by this reference made a part hereof;

NOW THEREFORE, THIS INDENTURE WITNESSETH:

That for and in consideration of certain expenditures on the part of the GRANTEES in connection with the furnishing of service as hereinbefore indicated, and of the mutual benefits hereunder, and of the mutual covenants and conditions contained herein, the GRANTOR does hereby grant and convey to the GRANTEES, on, over and/or under that specific easement area shown on said drawing and designated thereon as "15' OUC UNDERGROUND EASEMENT", the right, privilege and easement to (1) utilize said transformer pads, (2) construct and locate said facilities on said easement area, and operate, inspect, alter, improve, maintain, repair and rebuild said facilities thereon and/or remove the same therefrom, and (3) exercise the right of ingress and egress to, over and/or under said lands described in Paragraph A hereinabove at any time and all times for the purpose of exercising the rights and privileges herein granted.

OW Bk 4635 Pg 2143
Orange Co FL 462993

TOGETHER with the rights, easements, privileges and appurtenances in and to said lands which may be required for the full enjoyment of the rights herein granted.

The parties hereto agree as follows:

1. GRANTEES shall have the right to construct, locate, operate, inspect, alter, improve, maintain, repair, remove and rebuild said facilities, together with the rights and privileges necessary and/or convenient for the full use and enjoyment thereof.

2. GRANTOR shall not utilize or permit the areas in which GRANTEES' facilities are located to be used in any way or manner which would create any interference with the construction, reconstruction, removal, repair or safe operation and safe maintenance thereof.

3. All of the rights and privileges granted hereby shall be and remain in effect in perpetuity unless GRANTEES shall abandon the use of said facilities and, if abandoned, for any reasonable period of time thereafter for the purpose of removal by the GRANTEES of any facilities supplied by them. In the event of such abandonment and/or such removal of said facilities, the easement privileges and rights herein granted shall revert to the GRANTOR.

4. GRANTOR, as owner of the above-described land, covenants that it has the right to grant the approvals, privileges and easement described or stated herein, and GRANTOR, covenants that GRANTEES shall have quiet and peaceful use and enjoyment of said easement.

THE ORLANDO UTILITIES COMMISSION may, in addition to the conditions imposed herein with respect to the location, construction, maintenance and operation of its facilities as described herein, require compliance with all of the terms and provisions of its customer service agreement generally applicable to its customers.

The provisions hereof shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF, the corporate GRANTOR has caused these presents to be signed in its corporate name, by its duly authorized corporate officer and its corporate seal to be hereunto affixed respectively, pursuant to due and lawful corporate authority, all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Sharon M. Higgins
(sign)
Print Name: Sharon M. Higgins
John E. Higgins
(sign)
Print Name: John E. Higgins

ORLANDO REGIONAL HEALTHCARE
SYSTEM, INC., a Florida
non-profit corporation.

John Hillenmeyer
(sign)
Print Name: John Hillenmeyer
As Its: Service President

(Corporate Seal)

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared John Hillenmeyer well known to me to be the Service Vice President of ORLANDO REGIONAL HEALTHCARE SYSTEMS, INC., a Florida non-profit corporation, named in the foregoing instrument, and that they severally acknowledge executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation, that the seal affixed thereto is the true corporate seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 6 day of October, 1993.

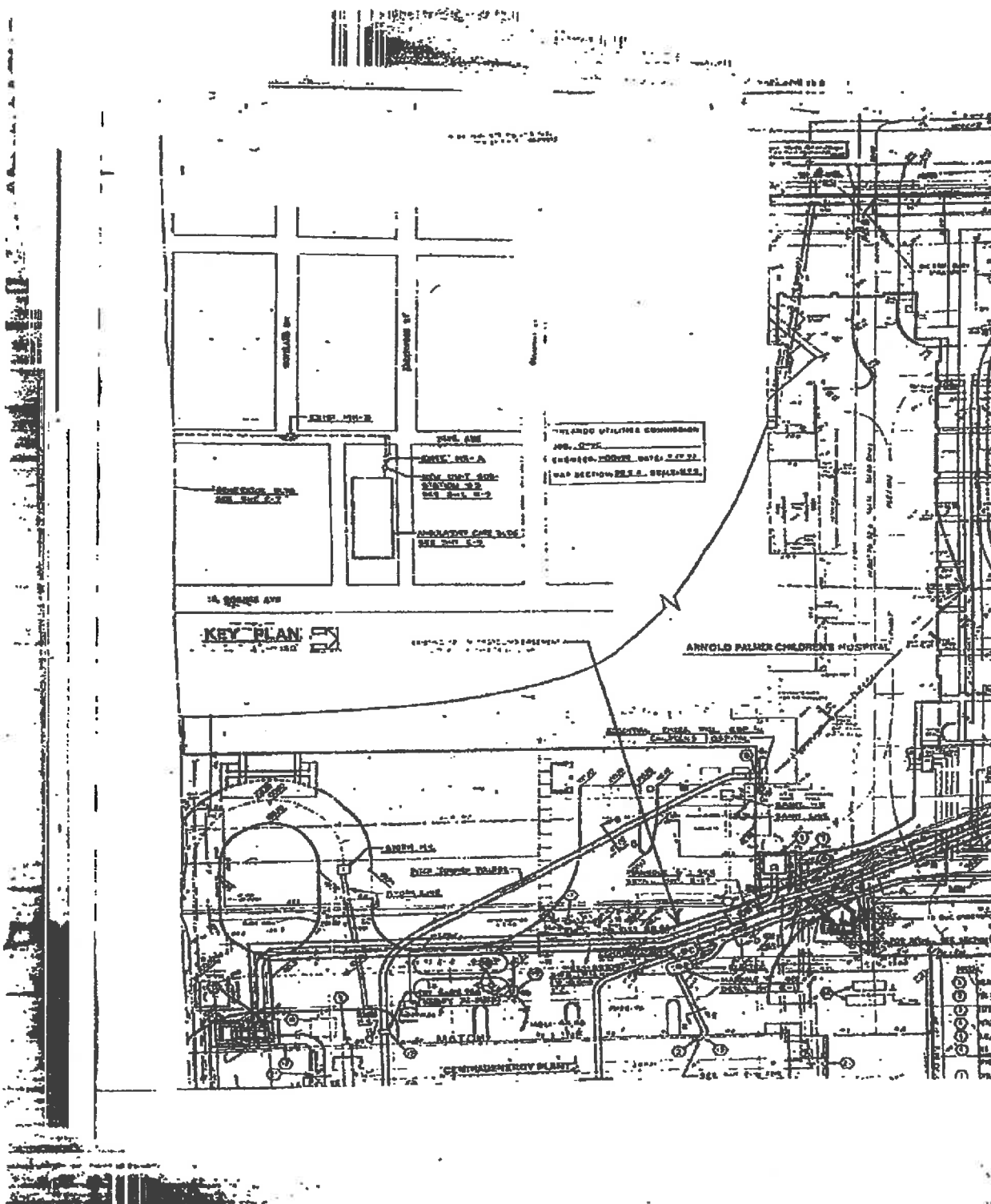
(Notarial Seal)

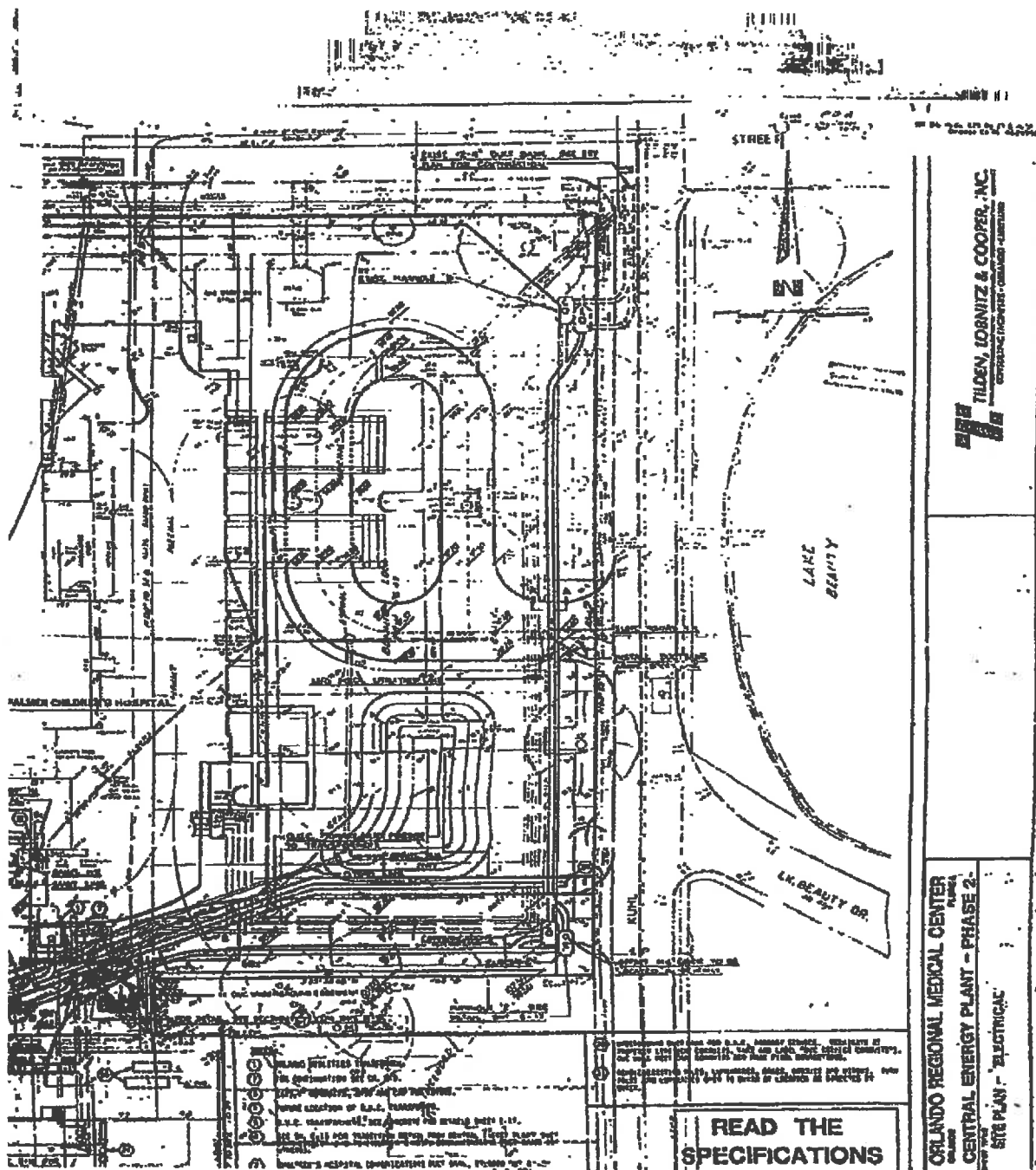
Linda A. Morris
Notary Public (sign)
Print Name: Linda A. Morris
State of Florida
My Commission Expires:



My Comm. Exp. 12-31-94
Bonded Trust Service Ins. Co.

FF 4635 Pg 2145
Orlando Co FL 4629993





Record and Return to:
 M. W. ALD A. 1111 1111
 MALLS HARRISON 1111 1111
 P O. BOX 2854
 ORLANDO, FLA. 32802

2749263 ORANGE CO. FL.
 03/40/87 04/22/87

QUITCLAIM DEED

3880 P62018

THE GRANTOR, SUN BANK, NATIONAL ASSOCIATION (formerly Sun First National Bank of Orlando), a national banking association created and existing under and by virtue of the laws of the United States of America with its principal office in the City of Orlando, Orange County, Florida, as Trustee under the Trust Indenture dated as of September 1, 1979, as supplemented by the First, Second, Third Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Supplemental Trust Indentures dated, respectively, as of September 1, 1979, October 1, 1980, September 1, 1981, November 1, 1981, July 1, 1983, October 15, 1985, December 1, 1986, March 1, 1987, March 1, 1987, March 1, 1987 and March 1, 1987, for value received hereby RELEASES, REMISES and QUITCLAIMS unto ORLANDO REGIONAL MEDICAL CENTER, INC., a not-for-profit corporation created and existing under the laws of the State of Florida with its principal office in the City of Orlando, Orange County, Florida, all right, title and interest in the Real Estate situated in the County of Orange in the State of Florida described in Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Executive Vice President attested by its Assistant Vice President this 10th day of April, 1987.

SUN BANK, NATIONAL ASSOCIATION
 (formerly Sun First National
 Bank of Orlando), as Trustee

By [Signature]
 Executive Vice President

(SEAL)

Attest:

By [Signature]
 Assistant Vice President

This instrument was prepared by:
 J.E. Luebchow, Esq.
 K.A. Leak, Esq.
 Chapman and Cutler
 111 West Monroe
 Chicago, Illinois 60603

Florida	Fees	THOMAS H. LOCKER,
Rec Fee	\$ 24.00	Orange County
Doc Tax	\$ 1.00	Chapman and
Int Tax	\$ 0.00	By [Signature]
Total	\$ 25.00	Deputy Clerk

whose address is 1414 South Kuhl Avenue
 Orlando, Florida 32806

STATE OF FLORIDA)
COUNTY OF ORANGE) SS

I, Nancy L. Cook, a Notary Public in and for the said County in the State Aforesaid, do hereby certify that, John D. Race and Linda L. Schuchman, personally known to me to be the same persons whose names are, respectively, as Executive Vice President and Assistant Vice President of SUN BANK, NATIONAL ASSOCIATION, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized, signed, sealed with the seal of said corporation, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal this 10th day of April, 1987.

Nancy L. Cook
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

Notary Public State of Florida
My Commission Expires Feb. 7, 1988

0A3880 PG2019

EXHIBIT A**DESCRIPTION OF REAL ESTATE**

Florida; The following described real estate in Orange County,

PARCEL "A"

Lots 2 through 10 of the First Addition to Schuman Heights, as recorded in Plat Book "E", Page 104, Public Records of Orange County, Florida (Less the Easterly portion of Lots 2 and 3 for S.R. 527 (also known as Orange Avenue) Road Right of Way; Also Less the Westerly 10 feet of Lot 10, and Beginning at a point 10 feet East of the Southwest corner of said Lot 10, run thence N 00°03'00" W, a distance of 49.58 feet; thence S 41°47'00" E, a distance of 8.59 feet; thence S 00°03'00" E, a distance of 43.12 feet to a point on the Southerly line of said Lot 10; thence Westerly along said Southerly line to the Point of Beginning.)

ALSO:

Lots 1 through 10, Block "A", Ferguson's Construction Company Subdivision, as recorded in Plat Book "L", Page 44, Public Records of Orange County, Florida, (Less the Easterly portion of Lots 1 and 2 of S.R. 527 (also known as Orange Avenue) Road Right of Way.)

ALSO:

Beginning at the Northwest corner of Lot 10, Block "A", of said Ferguson's Construction Company Subdivision, run thence N 00°03'00" W along the Easterly Right of Way line of Kuhl Avenue, a distance of 69.80 feet; thence N 73°17'30" E, a distance of 5.97 feet; thence N 00°03'00" W a distance of 138.58 feet more or less to a point on the Southerly line of the First Addition to Schuman Heights, as recorded in Plat Book "E", Page 104, Public Records of Orange County, Florida; thence Easterly along said South line to the Westerly Right of Way line of the S.R. 527 (also known as Orange Avenue); Southerly along said Right of Way line to the Northerly line of said Ferguson's Construction Company Subdivision; thence Westerly along said North line of said Ferguson's Construction Company Subdivision to the Point of Beginning.

OR3880 FG2020

A-1

PARCEL "B"

Lots 1 through 9 and the East 11 feet of Lot 10; Lots 13 through 22, all in Block "C", Columbia Heights Annex Replat, as recorded in Plat Book "K", Page 131, Public Records of Orange County, Florida.

PARCEL "C"

Lots 1, 2 and 3, Block "D", Columbia Heights Annex Replat, as recorded in Plat Book "K", Page 131, Public Records of Orange County, Florida.

PARCEL "F"

Lots 1, 2 and 3, Block "G", Columbia Heights Annex, as recorded in Plat Book "J", Page 68, Public Records of Orange County, Florida.

PARCEL "G"

Lots 85 through 98, inclusive, and 105 through 118, inclusive, BONNIE LOCK SUBDIVISION, according to the plat thereof recorded in Plat Book "H", Page 43, Public Records of Orange County, Florida.

PARCEL "H"

Beginning at a point 722 feet West and 30 feet South of the Northeast corner of Section 2, Township 23 South, Range 29 East, run West 602 feet, South 361 feet, East 602 feet, North 361 feet to the point of beginning.

PARCEL "I"

A parcel of land lying in Section 2, Township 24 South, Range 28 East, Orange County, Florida, more particularly described as follows:

Commence at the Northeast corner of the South 1/4 of the NE 1/4, Section 2; thence South along the East line of Section 2 for 312.00 feet; thence S.89°56'00"W. for 30.00 feet to the Point of Beginning; thence South for 86.00 feet; thence S.89°56'00"W. for 272.82 feet to the point of

A-2

OR3880 PG2021

curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 418.52 feet through a central angle of 27°32'09", for 201.14 feet to the point of tangency; thence S.62°23'51"W. for 125.92 feet to the point of curvature of a curve concave Northerly; thence Westerly along the arc of said curve, having a radius of 800.00 feet through a central angle of 36°40'17" for 512.03 feet to the point of reverse curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 350.00 feet through a central angle of 10°56'26" for 66.83 feet; thence N.00°03'10"W. for 148.77 feet; thence N.45°03'10"W. for 30.00 feet; thence S.89°56'50"W. for 230.00 feet; thence N.00°03'10"W. for 84.00 feet; thence S.89°56'50"W. for 324.00 feet; thence N.00°03'10"W. for 325.49 feet to the North line of the South 1/4 of the NE 1/4, Section 2; thence N.89°51'38"E. along said North line for 1,081.94 feet; thence S.00°08'22"E. for 31.13 feet to a point on a curve concave Southwesterly a radial line to said point bearing N.20°00'59"E.; thence Southeasterly along the arc of said curve, having a radius of 247.00 feet through a central angle of 56°49'57", for 245.00 feet to the point of reverse curvature of a curve concave Northeasterly; thence Southeasterly along the arc of said curve, having a radius of 678.00 feet through a central angle of 09°53'04" for 116.96 feet to the point of compound curvature of a curve concave Northerly a radial line to said point bearing S.66°57'53"W.; thence Southeasterly along the arc of said curve having a radius of 65.00 feet through a central angle of 85°29'17" for 96.98 feet to the point of reverse curvature of a curve concave Southerly; thence Easterly along the arc of said curve, having a radius of 844.00 feet through a central angle of 18°27'24" for 271.88 feet to the point of tangency; thence N.89°56'00"E. for 95.05 feet to the Point of Beginning.

Subject, however, to easements for right-of-way for ingress and egress and for the installation, maintenance, repair and replacement of utilities, all for the benefit of adjoining properties owned by the Lessor, such installation, maintenance, repair and replacement to be at the sole expense of the Lessor, its successors and assigns over and across the following described common area:

A-3

003880 PG2022

COMMON AREA

A parcel of land lying in Section 2, Township 24 South, Range 28 East, Orange County, Florida, more particularly described as follows:

Commence at the Northeast corner of the South 1/4 of the NE 1/4, Section 2; thence South along the East line of Section 2 for 312.00 feet; thence S.89°56'00"W. for 30.00 feet to the Point of Beginning; thence South for 88.00 feet; thence S.89°56'00"W. for 272.82 feet to the point of curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 418.52 feet through a central angle of 27°32'09", for 201.14 feet to the point of tangency; thence S.62°23'51"W. for 125.92 feet to the point of curvature of a curve concave Northerly; thence Westerly along the arc of said curve, having a radius of 800.00 feet through a central angle of 36°40'17" for 512.03 feet to the point of reverse curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 350.00 feet through a central angle of 10°56'26" for 56.83 feet; thence N.00°03'10"W. for 44.02 feet to a point on a curve concave Southerly, a radial line to said point bearing N.01°40'07"W.; thence Easterly along the arc of said curve having a radius of 394.00 feet, through a central angle of 10°44'15" for 73.84 feet to a point of reverse curvature of a curve concave Northerly; thence Easterly along the arc of said curve having a radius of 756.00 feet, through a central angle of 36°40'17" for 483.87 feet to a point of tangency; thence N.62°23'51"E for 134.92 feet to a point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve having a radius of 25.00 feet, through a central angle of 86°25'07" for 37.71 feet to a point of tangency; thence N.24°01'16"W. for 26.51 feet to a point of curvature of a curve concave Northeasterly; thence Northerly along the arc of said curve having a radius of 722.00 feet, through a central angle of 10°52'13" for 136.98 feet to a point of reverse curvature of a curve concave Southwesterly; thence Northerly and Westerly along the arc of said curve having a radius of 203.00 feet, through a central angle of

A-4

OR3880 PG2023

Record and Return to:

RONALD A. HART
MAIL ROOM
P O BOX 2854
ORLANDO, FLA 32802

QUITCLAIM DEED

THE GRANTOR, the ORANGE COUNTY HEALTH FACILITIES AUTHORITY, a public body corporate and politic created and existing under and by virtue of the laws of the State of Florida with its principal office in the City of Orlando, Orange County, Florida, for value received hereby RELEASES, REMISES and QUITCLAIMS unto ORLANDO REGIONAL MEDICAL CENTER, INC., a not-for-profit corporation created and existing under the laws of the State of Florida with its principal office in Orlando, Orange County, Florida, all right, title and interest in the Real Estate situated in the County of Orange in the State of Florida described in Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Chairman and attested by a duly designated Member, this 10th day of April, 1987.

ORANGE COUNTY HEALTH FACILITIES
AUTHORITY

By [Signature]
Chairman

(SEAL)

Attest:

By [Signature]
Member

This instrument was prepared by:
J.E. Luebchow, Esq.
K.A. Leak, Esq.
Chapman and Cutler
111 West Monroe
Chicago, Illinois 60603

2749867 ORANGE CO, FL
05:41:20PM 04/22/87

Florida	Paid	THOMAS H. LOCKER,
Rec Fee	\$ <u>2.00</u>	Orange County
Doc Tax	\$ <u>0.00</u>	Comptroller
Int Tax	\$ <u>0.00</u>	By <u>[Signature]</u>
Total	\$ <u>2.00</u>	Deputy Clerk

OR3880 PG2028

93

STATE OF FLORIDA }
COUNTY OF ORANGE } SS

I, LINDA WALLACE, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Charles Hall, M.D. and Jack Martin, personally known to me to be the same persons whose names are, respectively, as Chairman and Member of the ORANGE COUNTY HEALTH FACILITIES AUTHORITY, a Florida public body corporate and politic, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal of said public body, and delivered the said instrument as the free and voluntary act of said public body and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of April, 1987.

[NOTARIAL SEAL]

My commission expires: _____

Linda Wallace
Notary Public

OR3880 PG2029

EXHIBIT A
DESCRIPTION OF REAL ESTATE

The following described real estate in Orange County,
Florida:

PARCEL "A"

Lots 2 through 10 of the First Addition to Schuman Heights, as recorded in Plat Book "E", Page 104, Public Records of Orange County, Florida (Less the Easterly portion of Lots 2 and 3 for S.R. 527 (also known as Orange Avenue) Road Right of Way; Also Less the Westerly 10 feet of Lot 10, and Beginning at a point 10 feet East of the Southwest corner of said Lot 10, run thence N 00°03'00" W, a distance of 49.58 feet; thence S 41°47'00" E, a distance of 8.59 feet; thence S 00°03'00" E, a distance of 43.12 feet to a point on the Southerly line of said Lot 10; thence Westerly along said Southerly line to the Point of Beginning.)

ALSO:

Lots 1 through 10, Block "A", Ferguson's Construction Company Subdivision, as recorded in Plat Book "L", Page 44, Public Records of Orange County, Florida, (Less the Easterly portion of Lots 1 and 2 of S.R. 527 (also known as Orange Avenue) Road Right of Way.)

ALSO:

Beginning at the Northwest corner of Lot 10, Block "A", of said Ferguson's Construction Company Subdivision, run thence N 00°03'00" W along the Easterly Right of Way line of Kuhl Avenue, a distance of 69.80 feet; thence N 73°17'30" E, a distance of 5.97 feet; thence N 00°03'00" W a distance of 338.58 feet more or less to a point on the Southerly line of the First Addition to Schuman Heights, as recorded in Plat Book "E", Page 104, Public Records of Orange County, Florida; thence Easterly along said South line to the Westerly Right of Way line of the S.R. 527 (also known as Orange Avenue); Southerly along said Right of Way line to the Northerly line of said Ferguson's Construction Company Subdivision; thence Westerly along said North line of said Ferguson's Construction Company Subdivision to the Point of Beginning.

OR3880 PG2030

A-1

PARCEL "B"

Lots 1 through 9 and the East 11 feet of Lot 10; Lots 13 through 22, all in Block "C", Columbia Heights Annex Replat, as recorded in Plat Book "K", Page 131, Public Records of Orange County, Florida.

PARCEL "C"

Lots 1, 2 and 3, Block "D", Columbia Heights Annex Replat, as recorded in Plat Book "X", Page 131, Public Records of Orange County, Florida.

PARCEL "F"

Lots 1, 2 and 3, Block "C", Columbia Heights Annex, as recorded in Plat Book "J", Page 68, Public Records of Orange County, Florida.

PARCEL "G"

Lots 85 through 98, inclusive, and 105 through 118, inclusive, BONNIE LOCK SUBDIVISION, according to the plat thereof recorded in Plat Book "H", Page 43, Public Records of Orange County, Florida.

PARCEL "H"

Beginning at a point 722 feet West and 30 feet South of the Northeast corner of Section 2, Township 23 South, Range 29 East, run West 602 feet, South 361 feet, East 602 feet, North 361 feet to the point of beginning.

PARCEL "I"

A parcel of land lying in Section 2, Township 24 South, Range 28 East, Orange County, Florida, more particularly described as follows:

Commence at the Northeast corner of the South 1/4 of the NE 1/4, Section 2; thence South along the East line of Section 2 for 312.00 feet; thence S.89°56'00"W. for 30.00 feet to the Point of Beginning; thence South for 88.00 feet; thence S.89°56'00"W. for 272.82 feet to the point of

A-2

OR3880 PG2031

curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 418.52 feet through a central angle of 27°32'09", for 201.14 feet to the point of tangency; thence S.62°23'51"W. for 125.92 feet to the point of curvature of a curve concave Northerly; thence Westerly along the arc of said curve, having a radius of 800.00 feet through a central angle of 36°40'17" for 512.03 feet to the point of reverse curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 350.00 feet through a central angle of 10°56'26" for 66.83 feet; thence N.00°03'10"W. for 148.77 feet; thence N.45°03'10"W. for 30.00 feet; thence S.89°56'50"W. for 230.00 feet; thence N.00°03'10"W. for 84.00 feet; thence S.89°56'50"W. for 324.00 feet; thence N.00°03'10"W. for 325.49 feet to the North line of the South 1/4 of the NE 1/4, Section 2; thence N.89°51'38"E. along said North line for 1,081.94 feet; thence S.00°08'22"E. for 31.13 feet to a point on a curve concave Southwesterly a radial line to said point bearing N.20°,00'59"E.; thence Southeasterly along the arc of said curve, having a radius of 247.00 feet through a central angle of 56°49'57", for 245.00 feet to the point of reverse curvature of curve concave Northeasterly; thence Southeasterly along the arc of said curve, having a radius of 678.00 feet through a central angle of 09°53'04" for 116.96 feet to the point of compound curvature of a curve concave Northerly a radial line to said point bearing S.66°,57'53"W.; thence Southeasterly along the arc of said curve having a radius of 65.00 feet through a central angle of 85°29'17" for 96.98 feet to the point of reverse curvature of a curve concave Southerly; thence Easterly along the arc of said curve, having a radius of 844.00 feet through a central angle of 18°27'24" for 271.88 feet to the point of tangency; thence N.89°56'00"E. for 95.05 feet to the Point of Beginning.

Subject, however, to easements for right-of-way for ingress and egress and for the installation, maintenance, repair and replacement of utilities, all for the benefit of adjoining properties owned by the Lessor, such installation, maintenance, repair and replacement to be at the sole expense of the Lessor, its successors and assigns over and across the following described common area:

A-1

OR3880 762032

COMMON AREA

A parcel of land lying in Section 2, Township 24 South, Range 28 East, Orange County, Florida, more particularly described as follows:

Commence at the Northeast corner of the South 1/4 of the NE 1/4, Section 2; thence South along the East line of Section 2 for 312.00 feet; thence S.89°56'00"W. for 30.00 feet to the Point of Beginning; thence South for 88.00 feet; thence S.89°56'00"W. for 272.82 feet to the point of curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 418.52 feet through a central angle of 27°32'09", for 201.14 feet to the point of tangency; thence S.62°23'51"W. for 125.92 feet to the point of curvature of a curve concave Northerly; thence Westerly along the arc of said curve, having a radius of 800.00 feet through a central angle of 36°40'17" for 512.03 feet to the point of reverse curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 330.00 feet through a central angle of 10°56'26" for 56.83 feet; thence N.00°03'10"W. for 44.02 feet to a point on a curve concave Southerly, a radial line to said point bearing N.01°40'07"W.; thence Easterly along the arc of said curve having a radius of 394.00 feet, through a central angle of 10°44'15" for 73.84 feet to a point of reverse curvature of a curve concave Northerly; thence Easterly along the arc of said curve having a radius of 756.00 feet, through a central angle of 36°40'17" for 483.87 feet to a point of tangency; thence N.62°23'51"E for 134.92 feet to a point of curvature of a curve concave Westerly; thence Northerly along the arc of said curve having a radius of 25.00 feet, through a central angle of 86°25'07" for 37.71 feet to a point of tangency; thence N.24°01'16"W. for 26.51 feet to a point of curvature of a curve concave Northeasterly; thence Northerly along the arc of said curve having a radius of 722.00 feet, through a central angle of 10°52'13" for 136.98 feet to a point of reverse curvature of a curve concave Southwesterly; thence Northerly and Westerly along the arc of said curve having a radius of 203.00 feet, through a central angle of

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OR3880 PG2033

76°54'06" for 272.46 feet; thence N.00°03'09"W. for 35.00 feet; thence S.89°51'38"W. for 997.23 feet; thence N.00°03'10"W. for 25.00 feet to the North line of the South 1/4 of the Northeast 1/4 of said Section 2; thence N.89°51'38"E. along said North line for 1081.94 feet; thence S.00°08'22"E. for 31.13 feet to a point on a curve concave Southwesterly, a radial line to said point bearing N.20°00'59"E.; thence Easterly and Southerly along the arc of said curve having a radius of 247.00 feet, through a central angle of 56°49'47" for 245.00 feet to the point of reverse curvature of curve concave Northeasterly; thence Southeasterly along the arc of said curve, having a radius of 678.00 feet through a central angle of 09°53'04" for 116.96 feet to the point of compound curvature of a curve concave Northerly, a radial line to said point bearing S.66°57'53"W.; thence Southeasterly along the arc of said curve having a radius of 65.00 feet through a central angle of 85°29'17" for 96.98 feet to the point of reverse curvature of a curve concave Southerly; thence Easterly along the arc of said curve, having a radius of 844.00 feet through a central angle of 18°27'24" for 271.88 feet to the point of tangency; thence N.89°56'00"E. for 95.05 feet to the Point of Beginning.

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11/19/2013 BY 60322
COUNTY COMPTROLLER, ORANGE COUNTY, FL

OR3880 PG2034

A-5



Prepared By and Return To:
James B. Bogner
Mateer & Harbert, P.A.
225 East Robinson Street, Suite 600
Post Office Box 2854
Orlando, Florida 32802

INSTR 20040578297
OR BK 07608 PG 0953 PGS=2
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
09/09/2004 03:32:50 PM
DEED DOC TAX 0.70
REC FEE 18.50

Parcel Identification No.:
02-23-29-0300-00-010

QUIT CLAIM DEED

THIS QUIT-CLAIM DEED is executed this 24th day of November, 2003, by **Orlando Ophthalmology Real Estate Investors, LLC**, whose post office address is 105 Bonnie Loch Court, Orlando, Florida 32806, Grantor, to **Orlando Regional Healthcare System, Inc.**, whose post office address is 1414 Kuhl Avenue, Orlando, Florida 32806, Grantee:

Witnesseth, That the said Grantor, for and in consideration of the sum of \$10.00, in hand paid by the Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following-described lot, piece or parcel of land, situate, lying and being in the County of Orange, State of Florida, to-wit:

**Lot 1, Arnold Palmer Children's Hospital and Perinatal Center,
as recorded in Plat Book 17, Page 49, Public Records of Orange
County Florida.**

To Have and to Hold the same together with all the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor either in law or equity, to the proper use and benefit of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Witnessed by:

Orlando Ophthalmology Real Estate
Investors, LLC

Diana Minks

By: [Signature]

Printed Name: DIANA MINKS

Debbie Paino

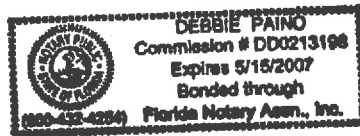
Printed Name: DEBBIE PAINO

G:\My Documents\SAPP, JEFF\ORLANDO OPHTHALMOLOGY RE INVESTORS\OOSC Real Estate Investors\Quitclaim Deed.doc

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of November, 2003, by Jeff Sapp, who ☒ is personally known to me or produced _____ (type of identification) as identification.

Notary Seal



Debbie Paino
Notary Public – State of Florida
Printed Name: Debbie Paino
My Commission Expires: 5-15-2007

738247

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

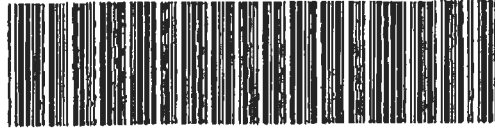
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500134584065

EFFECTIVE DATE 09/05/08--01006--014 **35.00
10/1/08

name change
Amend

RECEIVED
08 SEP -5 AM 11:00
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED
2008 SEP -5 PM 1:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AR
9.15.08

EFFECTIVE DATE
10/01/08

FILED

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
ORLANDO REGIONAL HEALTHCARE SYSTEM, INC.

2008 SEP -5 PM 1:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(Document Number 738247)

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation of the above named Corporation are amended as follows:

1. Effective as of October 1, 2008, Article I, stating the name of the Corporation, is hereby amended to read in its entirety as follows:

Article I

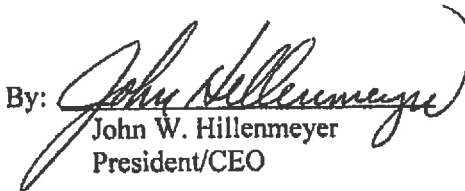
The name by which this Corporation shall be known is
ORLANDO HEALTH, INC.

This amendment has been approved by resolution of the Board of Directors of the Corporation at a meeting held on August 25, 2008, and the Members of the Corporation are not entitled to vote on this matter, as required by law and pursuant to its Articles of Incorporation. The number of votes cast for the amendment was sufficient for approval.

IN WITNESS WHEREOF, the undersigned President/CEO of the Corporation has executed these Articles of Amendment this 25th day of August, 2008.

ORLANDO REGIONAL HEALTHCARE
SYSTEM, INC.

By:


John W. Hillenmeyer
President/CEO



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 711256 6471A

AUTHORIZATION :

COST LIMIT : \$ PPD

ORDER DATE : September 5, 2008

ORDER TIME : 9:26 AM

ORDER NO. : 711256-010

PLEASE FILE 2ND

CUSTOMER NO: 6471A

DOMESTIC AMENDMENT FILING

NAME: ORLANDO REGIONAL HEALTHCARE
SYSTEM, INC.

EFFECTIVE DATE: OCTOBER 1, 2008

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Susie Knight -- EXT# 2956

EXAMINER'S INITIALS: _____

<u>02/26/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/05/2008 -- Name Change</u>	View image in PDF format
<u>04/10/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/09/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/10/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/08/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/23/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/21/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/28/2002 -- ANNUAL REPORT</u>	View image in PDF format
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<u>05/23/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/14/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>07/17/1998 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/30/1997 -- MERGER</u>	View image in PDF format
<u>05/13/1997 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/01/1996 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/23/1995 -- ANNUAL REPORT</u>	View image in PDF format

1414 KUHL AVE., MP 4
ORLANDO, FL 32806

Title INTERIM CEO

HAKIM, JAMAL
1414 KUHL AVE., MP 4
ORLANDO, FL 32806

Title VP, CFO

GOLDSTEIN, PAUL
1414 KUHL AVE., MP 4
ORLANDO, FL 32806

Title SVP

BEAM, MILDRED
1414 KUHL AVE., MP 4
ORLANDO, FL 32806

Title VC

SHUGART, SANFORD PH.D.
1414 KUHL AVE., MP 4
ORLANDO, FL 32806

Title C

MORGAN, DIANNA
1414 KUHL AVE. MP 4
ORLANDO, FL 32806

Title Secretary

BROWN, DAVID, Esq.
1414 KUHL AVE
MP 2
ORLANDO, FL 32806

Annual Reports

Report Year	Filed Date
2012	03/27/2012
2013	04/29/2013
2014	03/13/2014

Document Images

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03/27/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
02/23/2010 -- ANNUAL REPORT	View image in PDF format

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Non Profit Corporation**

ORLANDO HEALTH, INC.

Filing Information

Document Number	738247
FEI/EIN Number	591726273
Date Filed	03/01/1977
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	09/05/2008
Event Effective Date	10/01/2008

Principal Address1414 KUHL AVE
MP 2
ORLANDO, FL 32806

Changed: 05/28/2002

Mailing Address1414 KUHL AVE
MP 2
ORLANDO, FL 32806

Changed: 05/28/2002

Registered Agent Name & AddressBEAM, MILDRED
1414 KUHL AVE
MP 2
ORLANDO, FL 32806

Name Changed: 04/29/2013

Address Changed: 04/29/2013

Officer/Director Detail**Name & Address**

Title Exec VP

HARR, STEPHAN/STEVE

EFFECTIVE DATE
3/10/08

FILED

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
ORLANDO REGIONAL HEALTHCARE SYSTEM, INC.

2008 SEP -5 PM 1:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(Document Number 738247)

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation of the above named Corporation are amended as follows:

1. Effective as of October 1, 2008, Article I, stating the name of the Corporation, is hereby amended to read in its entirety as follows:

Article I

The name by which this Corporation shall be known is
ORLANDO HEALTH, INC.

This amendment has been approved by resolution of the Board of Directors of the Corporation at a meeting held on August 25, 2008, and the Members of the Corporation are not entitled to vote on this matter, as required by law and pursuant to its Articles of Incorporation. The number of votes cast for the amendment was sufficient for approval.

IN WITNESS WHEREOF, the undersigned President/CEO of the Corporation has executed these Articles of Amendment this 25th day of August, 2008.

ORLANDO REGIONAL HEALTHCARE
SYSTEM, INC.

By:


John W. Hillenmeyer
President/CEO

ARTICLES OF MERGER

The undersigned, being the authorized officers of ORLANDO REGIONAL HEALTHCARE SYSTEM, INC., a Florida not-for-profit corporation, duly organized and existing under Chapter 617, Florida Statutes, and ORLANDO REGIONAL HOME HEALTH SERVICES, INC., a Florida not-for-profit corporation, duly organized and existing under Chapter 617, Florida Statutes, hereby execute these Articles of Merger, which shall be filed in the office of the Florida Department of State.

ARTICLE I
Plan of Merger

FILED
97 MAY 30 PM 3:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
EFFECTIVE DATE
5-31-97

The Plan of Merger is as follows:

1. Constituent Corporations. The name of each constituent corporation is ORLANDO REGIONAL HOME HEALTH SERVICES, INC., a Florida not-for-profit corporation (hereinafter referred to as "ORHHS"), and ORLANDO REGIONAL HEALTHCARE SYSTEM, INC., a Florida not-for-profit corporation (hereinafter referred to as "ORHS").
2. Merger. Pursuant to Section 617.1101, Florida Statutes, ORHHS shall be merged into ORHS (the "Merger").
3. Surviving Corporation. ORHS shall be the surviving corporation of the Merger.
4. Articles of Incorporation. The Articles of Incorporation of ORHS, as in effect immediately prior to the Merger, shall not be changed by the Merger and shall continue to be its Articles of Incorporation subsequent to the Merger.
5. Directors and Officers. The directors and officers of ORHS immediately prior to the Merger shall continue to be the directors and officers immediately following the Merger.
6. Members. The members of ORHS immediately prior to the Merger shall be all the members of ORHS immediately following the Merger, and shall, without further action, possess all rights and obligations granted to members of ORHS by its Articles of Incorporation and ByLaws.
7. Assets and Liabilities. On the effective date of the Merger, the separate existence of ORHHS shall cease and ORHS shall, without further action, possess all of its rights and privileges immediately preceding the Merger. All assets of any nature of ORHHS shall, without further action, be vested in ORHS immediately following the Merger. Following the Merger, ORHS shall be responsible for all liabilities and obligations of ORHHS. Any claim existing or action or proceeding pending against ORHHS may be continued as if the Merger did not occur or ORHS may be substituted for ORHHS in any such proceeding. Neither the rights of creditors of, nor any liens upon, the property of ORHHS shall be impaired by the Merger.

738247

ARTICLES OF MERGER
Merger Sheet

MERGING:

ORLANDO REGIONAL HOME HEALTH SERVICES, INC., a Florida corporation,
document number N14356

INTO

ORLANDO REGIONAL HEALTHCARE SYSTEM, INC., a Florida corporation,
738247

File date: May 30, 1997, effective May 31, 1997

Corporate Specialist: Karen Gibson

Account number: 072100000032

Account charged: 122.50