

**AGREEMENT BETWEEN LAKE MARY JANE ALLIANCE, INC.
AND TAVISTOCK EAST HOLDINGS, LLC**

This Agreement ("Agreement"), dated _____, 2016, is made and entered into by and between LAKE MARY JANE ALLIANCE, INC., a Florida non-profit corporation (hereinafter "LMJA"), and TAVISTOCK EAST HOLDINGS, LLC, a Florida limited liability company (hereinafter "Developer").

WITNESSETH:

WHEREAS, LMJA is an alliance of neighbors and neighborhoods that make up the Lake Mary Jane Rural Settlement, an adjacent group of rural neighborhoods located in and around Lake Mary Jane in Orange County, Florida, which was settled in the 1950s and designated by Orange County as one of its Rural Settlements in 1991, thereby affording it special protections to preserve its rural lifestyle; and

WHEREAS, LMJA is dedicated to preserving the rural characteristics of the Lake Mary Jane Rural Settlement, to protection of wildlife within the region and protection of water quality in Lake Mary Jane as well as other waters within the region; and

WHEREAS, LMJA's intention, through this Agreement, is to protect the rural characteristics of the Lake Mary Jane Rural Settlement, by preventing additional traffic impacts on its rural roads from potential development of lands adjacent to the Lake Mary Jane Rural Settlement, and to protect wildlife and water quality within the region; and

WHEREAS, Developer has made application to Orange County, Florida ("Orange County") for certain land use approvals necessary to develop certain lands, depicted in the attached Exhibit "A", and construct infrastructure projects associated therewith, all of which are

located within an area designated by Orange County as the Innovation Way Overlay (“Overlay”); and

WHEREAS, representatives of LMJA and Developer have discussed and agreed upon certain commitments from Developer which are memorialized in this Agreement; and

WHEREAS, the commitments made by the Developer, detailed herein, will enable LMJA to support Developer’s pending comprehensive plan amendment and rezoning applications before the Orange County Board of County Commissioners and its Planning Agency.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and other consideration hereinafter set forth, the Parties agree as follows:

I. Description of the Project

1. Developer’s proposed project will occur over and within several parcels, which are shown on Exhibit “A,” and consists of two adjacent projects, International Corporate Park (“ICP”) and Innovation Way East (“IWE”), to be developed by Developer, and are collectively referred to as “Sunbridge.”

2. Immediately south of and contiguous with Sunbridge is a parcel designated as Camino South, which includes a significant portion of the Roberts Island Slough. The western boundary of Camino South borders the Lake Mary Jane Rural Settlement and the Isle of Pine Preserve (“IPP”). The IPP is a 464-acre Orange County park, is managed by Orange County’s Environmental Protection Division, and was purchased to protect its unique habitat.

3. Immediately south of and contiguous with Camino South is an area of land designated as the Northeast District in Osceola County, Florida (“NED”), which is or will be owned or controlled by Developer and which may also be developed by Developer, but which is not a part of the pending applications in Orange County, Florida for Sunbridge.

4. Related to Developer's applications for approvals for Sunbridge, Developer has requested to construct a roadway through the Camino South parcel from the terminus of an interchange project at SR 528 to its southern boundary with the Osceola County line and the NED referred to as "Sunbridge Parkway." Although a specific center line for Sunbridge Parkway has not been set, the road will be generally located east of Roberts Island Slough except where it crosses Roberts Island Slough at "Location 1," as depicted on Exhibit "A." By executing this Agreement, LMJA is not agreeing to a specific location of the Sunbridge Parkway.

II. Developer's Commitments

5. Developer shall include in its Road Term Sheet required by Orange County and propose inclusion in the subsequent Transportation Agreement with Orange County for Sunbridge that any connection of any roadway to be constructed within Sunbridge, including but not limited to the Sunbridge Parkway (the north-south road), and Lake Mary Jane Road or any road within the Lake Mary Jane Rural Settlement that connects to Lake Mary Jane Road will be prohibited and Developer will not support inclusion therein of any such requirement by Orange County. Further, at the public hearing on the adoption of the Sunbridge comprehensive plan amendment and rezoning, Developer will affirmatively represent that it has agreed that no roadway constructed within Sunbridge will be connected to Lake Mary Jane Road or to any road within the Lake Mary Jane Settlement.

6. The parties agree that existing rights for connection or use of the existing road depicted on the Attached Exhibit "A" as TM Ranch Driveway shall be maintained, but not expanded, and are not affected by this Agreement, and that in the event of a declared emergency, TM Ranch Driveway may be temporarily used for emergency ingress or egress. The intent of

the parties is that no access from properties within Sunbridge shall be permitted on this existing road, except in cases of declared emergencies and except as permitted by existing rights in and to TM Ranch Driveway (which rights will not be expanded).

7. With regard to any Road Term Sheet proposed by the Developer and to the subsequent Transportation Agreement entered into by Developer with Orange County for construction of Sunbridge Parkway Developer will propose inclusion of provisions prohibiting any crossings of Roberts Island Slough to connect the portion of Camino South identified as CS-1 on the attached Exhibit "A" to Sunbridge Parkway. Properties within CS-1 may access Lake Mary Jane Road, consistent with Orange County access management policies.

8. Developer acknowledges that there will be no roads connecting parcel CS-2, as shown on the attached Exhibit "A," to any roads within the Lake Mary Jane Rural Settlement. Any ingress or egress by road to said parcel shall only occur via direct connection to the Sunbridge Parkway. Further, there will be no roads connecting parcel CS-2 to parcel CS-1. Developer will include this commitment in the Road Term Sheet and in any subsequent transportation agreement entered into with Orange County for construction of the Sunbridge Parkway.

9. The Camino South landowner has two existing gates, each of which are used as access points for agricultural property use on Camino South, one at the eastern terminus of Capri Road and the other at the eastern terminus of Storys Ford Road. The Capri Road access point will not be connected to any roads within the Lake Mary Jane Rural Settlement or for any other future development within Camino South. These two access points, if used by the Camino South landowner, will not be used for construction access for any work to be done in connection with construction of the Sunbridge Parkway. Notwithstanding the

foregoing, the Capri Road and Storys Ford Road accesses may be used and maintained for access by the landowner for agricultural pursuits and purposes, consistent with current usage.

10. Developer will request inclusion of a condition of its rezoning to Planned Development for Sunbridge, as well as in any stormwater discharge permits, whether issued by Orange County or a water management district, to require that all stormwater to be discharged from Sunbridge be treated, prior to discharge, to standards required for discharges to Outstanding Florida Waters (“OFW”), regardless of whether such discharges occur to an OFW or not, and that stormwater treatment systems designed and constructed for treatment of stormwater discharging from Sunbridge will be designed and constructed to meet such standards.

11. Developer has submitted an Environmental Lands Stewardship Agreement (“ELSA”) for consideration by Orange County in connection with Developer’s application for a comprehensive plan amendment for Sunbridge. Such an agreement is required by Orange County for Sunbridge to rezone the property for development in the manner proposed by Developer. Developer agrees that its Environmental Land Stewardship Area Determination (“ELSAD”) will require it to identify and protect certain conservation lands, wildlife corridors and other ecological features, as its development plans become more definitive. Among other things, Developer’s ELSAD will require it to prepare management plans for conservation areas, to identify and protect wildlife corridors and to provide for wildlife crossings in connection with any roads it proposes that will cross conservation areas within Sunbridge or within Camino South.

12. Prior to submission of development proposals related to property within Sunbridge, CS-1, CS-2, or related to the Sunbridge Parkway, to Orange County, the St. Johns River Water Management District, the South Florida Water Management District or the U.S.

Army Corps of Engineers by Developer for approval of road or other structures crossing conservation areas or designated wildlife corridors, Developer will provide copies of its proposed management plan(s) for conservation areas and its plans for location and sizing of wildlife crossings, for review and comment by LMJA regarding such plans. Developer will reasonably consider comments provided by LMJA

13. Developer shall ensure that all subsequent applications necessary for approval of development of Sunbridge and any related or connected roads or other infrastructure off of the Sunbridge site over which it has control are consistent with this Agreement. Upon full execution of this Agreement, Developer will submit this Agreement for inclusion in the Orange County file for its comprehensive plan amendment (Application No. 2016-2-A-4-2), and rezoning request (Application No. LUP-16-06-216) for the Sunbridge Development.

III. LMJA's Commitments

14. In consideration of Developer's faithful performance of all items listed in Paragraphs 5-13 above, LMJA will support Developer's pending application for amendment of the Orange County comprehensive plan (Application No. 2016-2-A-4-2) and its pending rezoning request (Application No. LUP-16-06-216) for the Sunbridge development and all related application and/or approvals for Developer's Sunbridge project as and to the extent that they are relevant to and consistent with this Agreement. LMJA will provide a letter to Developer stating its support for the project as proposed in the referenced applications. Neither LMJA as an organization, its officers, or board members will oppose the referenced applications nor will they support or in any way encourage others to do so.

IV. Enforcement

15. If Developer or LMJA fail to perform or observe any of the material terms and conditions of this Agreement, the aggrieved Party shall provide written notice of the alleged default to the other Party. If the Party's breach continues for a period of thirty (30) calendar days after receipt of written notice of the same, the aggrieved Party is entitled to seek such relief at law and in equity as may be available under Florida state law or federal law. Failure of any party to exercise its rights under this Section shall not constitute a waiver of such rights.

V. Notices

16. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended as set forth in this Section. Notice will be deemed given upon receipt if by personal delivery; within three (3) business days if sent by certified mail; or the next business day if sent by overnight mail. The place for giving notice shall remain the same as set forth herein until changed in writing. For the present, the Parties designate the following:

For Developer: Tavistock East Holdings, LLC
6900 Tavistock Lakes Blvd, Suite 200
Orlando, FL 32827
Attn: James Zboril, President

With a copy to: Suburban Land Reserve, Inc.
79 South Main St., Suite 500
Salt Lake City, UT 84111
Attn: R. Steven Romney

For LMJA: Suzanne Arnold
13306 Lake Mary Jane Road
Orlando, L 32832

With a copy to: Bruce Johnson
12216 Gray Birch Circle
Orlando, FL 32832-5701

VI. Miscellaneous

17. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement must be in writing and shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

18. The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint and voluntary effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

19. The Parties may amend this Agreement, however no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by Developer and LMJA.

20. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, legally competent and duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date indicated above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

TAVISTOCK EAST HOLDINGS, LLC

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF ORANGE

On this ____ day of _____, 2016, before me the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of Tavistock East Holdings, LLC, a Florida limited liability company and acknowledged that he/she executed the same on behalf of said limited liability company and that he/she was duly authorized to do so. He/she is personally known to me or has produced a _____ (state) driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2016.

Notary Public

Print Name _____

My Commission Expires: _____

LAKE MARY JANE ALLIANCE, INC.

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF ORANGE

On this ____ day of _____, 2016, before me the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of Lake Mary Jane Alliance, Inc., a Florida non-profit corporation, and acknowledged that he/she executed the same on behalf of said Florida corporation and that he/she was duly authorized to do so. He/she is personally known to me or has produced a _____ (state) driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2016.

Notary Public

Print Name _____

My Commission Expires: _____