



COUNTY ATTORNEY'S OFFICE  
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**AGENDA ITEM**

MEMORANDUM

TO: Mayor Jerry L. Demings  
and  
County Commissioners

FROM: Jeffrey J. Newton, County Attorney *JJN*  
Scott R. McHenry, Assistant County Attorney *SRM*  
Contact: (407) 836-7320

DATE: December 10, 2018

SUBJECT: Consent Agenda Item for December 18, 2018  
Lawsuit Settlement Authorization  
*Universal Studios Water Parks Florida, LLC, Plaintiff v. The Enclave at Orlando Condominium Association, Inc., Orange County, Florida, et al., Defendants; Case No. 2015-CA-008188-O*

This Consent Agenda item requests settlement authorization from the Board of County Commissioners for the case of *Universal Studios Water Parks Florida, LLC, Plaintiff v. The Enclave at Orlando Condominium Association, Inc., Orange County, et al., Defendants; Case No. 2015-CA-008188-O*.

A Confidential Memorandum has been provided to the Board under a separate cover memorandum. The Confidential Memorandum will become a public record at the conclusion of the litigation pursuant to Section 119.071(1)(d), Florida Statutes.

**ACTION REQUESTED:** Approval of the settlement in the case of *Universal Studios Water Parks Florida, LLC, Plaintiff v. The Enclave at Orlando Condominium Association, Inc., Orange County, et al., Defendants* Case No. 2015-CA-008188-O, and execution of the following agreements and documents:

- (1) Settlement Agreement;
- (2) Development Agreement;
- (3) Bill of Sale and Assignment and Assumption Agreement;
- (4) County Drainage Easement Agreement;
- (5) Joint Motion and Order for Abatement of the Lawsuit; and
- (6) Stipulation for Dismissal and Final Order of Dismissal of the Lawsuit.

*Deputy County Attorney*

Joel D. Prinsell

*Senior Assistant County Attorneys*

Elaine M. Asad

Lila McHenry

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Kimberly Cundiff

*Paralegals*

Melessia Lofgren

Maria Vargas, ACP

Gail Stanford

December 10, 2018  
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SRM/jac

Copies: Ajit Lalchandani, County Administrator  
Mark Massaro, Director, Public Works Department  
Mike Drozeck, Manager, Stormwater Management Division

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## SETTLEMENT AGREEMENT

**THIS SETTLEMENT AGREEMENT** (this "Agreement") is made and entered into effective this 31st day of January 2019 (the "Effective Date"), by and among **THE CITY OF ORLANDO**, a municipal corporation duly enacted under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 (the "City"), **ORANGE COUNTY**, a political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (the "County"), **THE ENCLAVE AT ORLANDO CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation, whose address is 6165 Carrier Drive, Orlando, Florida 32819 (the "Enclave"), and **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**, a Florida limited partnership, whose address is 1000 Universal Studios Plaza, Orlando, Florida 32819, successor in interest to Universal Studios Water Parks Florida LLC ("UCDP") (the City, County, Enclave and UCDP may sometimes be individually referred to as a "Party" or collectively, as the "Parties").

**WHEREAS**, on September 2, 2015, UCDP initiated a lawsuit against the County and the Enclave in the Circuit Court in and for Orange County Florida (the "Court") relating to discharge of stormwater into and use of lands owned by UCDP and known as "Sandy Lake," pending as Case No. 2015-CA-008188-O (the "Lawsuit");

**WHEREAS**, in the Lawsuit UCDP alleges that the drainage of stormwater by the County and the Enclave into Sandy Lake has harmed Sandy Lake and damaged UCDP's property interests;

**WHEREAS**, the County and the Enclave deny any liability or damages in the Lawsuit and allege that they have the legal right to drain stormwater into Sandy Lake;

**WHEREAS**, UCDP, the City, the County and the Enclave have developed a conceptual plan ("Conceptual Plan") to address stormwater drainage issues concerning Sandy Lake subject to entering into formal written agreements; and

**WHEREAS**, the Parties desire to address engineering, permitting and construction issues related to the Conceptual Plan, address responsibility for performance of tasks related to the Conceptual Plan, address the Parties' respective financial contributions, and provide for the dismissal of the Lawsuit, all as hereinafter provided.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings herein provided, the Parties agree as follows:

1. **RECITALS.** The recitals set forth in the "Whereas" clauses above are true and correct and incorporated by reference and made a part hereof as if fully set forth verbatim.

2. **EXECUTION OF DOCUMENTS.** Concurrently herewith, the Parties have executed, or have caused their respective affiliates or counsels to execute as appropriate, the following documents set forth in subparagraphs 2a. through 2e. below (collectively, the "Settlement Documents") which have been duly authorized and approved:

a. **Development Agreement.** A Development Agreement by and among the Parties in

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the form attached hereto as **Exhibit A** and incorporated by reference herein (“Development Agreement”) which provides for the development of final engineering plans, permitting, and construction of the “Drainage System” (as defined therein).

b. **County Drainage Easement Agreement.** A County Drainage Easement Agreement in the form attached hereto as **Exhibit B** and incorporated by reference herein (the “Easement Agreement”) pursuant to which UCDP grants the County a perpetual non-exclusive drainage easement for draining stormwater into Sandy Lake subject to the conditions contained therein.

c. **Abatement of the Lawsuit.** A Joint Motion and Order for Abatement of the Lawsuit in the form as attached hereto as **Exhibit C** and incorporated herein by this reference (the “Motion for Abatement”).

d. **Lawsuit Dismissal.** A Stipulation for Dismissal and Final Order of Dismissal with Prejudice of the Lawsuit in the form as attached hereto as **Exhibit D** and incorporated by reference herein (“Stipulation for Dismissal”), pursuant to which the Lawsuit shall be dismissed with prejudice as to all Parties and claims.

e. **Enclave License.** A License Agreement in the form attached hereto as **Exhibit E** and incorporated by reference herein (“License Agreement”), pursuant to which UCDP grants Enclave a right to maintain certain encroachments into Sandy Lake, subject to the terms and conditions thereof.

3. **ESCROW AND RELEASE.** The Development Agreement shall be effective upon execution of all parties thereto. Concurrently herewith, the Parties shall, or shall cause their respective counsels to, deliver and/or file the Motion for Abatement with the Court in conjunction with the Lawsuit. Furthermore, concurrently herewith the Parties shall, or shall cause their respective counsels to, deliver the Easement Agreement, the Stipulation for Dismissal and License Agreement into escrow with the County Comptroller (the “Escrow Agent”), to be held and released in accordance with this Section 3. Subject to the terms and conditions set forth below, Escrow Agent shall hold the Easement Agreement, License Agreement and the Stipulation for Dismissal in escrow until the completion of all the Release Requirements (as defined below). Within ten (10) calendar days after the confirmation of completion of the Release Requirements, the Escrow Agent shall cause the Stipulation for Dismissal to be filed with the Court in conjunction with the Lawsuit, the License Agreement to be delivered to the Enclave, and the Easement Agreement to be recorded in the Public Records of Orange County, Florida.

a. **Release Requirements.** For the purposes hereof, the following are collectively referred to as the “Release Requirements”: (i) the issuance of all Permits for the Drainage System (as defined in the Development Agreement); and (ii) the expiration of all appeal periods for each of such issued Permits, and in the event any appeals are filed, after the complete and final resolution of any such appeals in a manner that is consistent with the Drainage System contemplated by the Development Agreement. Confirmation of the satisfaction of the Release Requirements shall be made by each Party, by providing written confirmation to the Escrow Agent within five (5) business days after completion of the Release Requirements.

b. **General Terms and Conditions.** The holding of any document, including the

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Easement Agreement, License Agreement and the Stipulation for Dismissal, delivered into escrow (the "Escrowed Property") with Escrow Agent shall be subject to the following terms and conditions:

i. Escrow Agent's duties hereunder will be limited to those expressly set forth in this Agreement and Escrow Agent will not be subject to, nor obligated to comply with or to recognize, any other agreement between, or any direction or instruction of, any or all of the other Parties even though reference thereto may be made herein.

ii. Escrow Agent will not be liable for any act taken or omitted hereunder if taken or omitted by Escrow Agent in good faith and in the exercise of its own best judgment, and Escrow Agent will not be liable under this Agreement except as permitted by law. Escrow Agent also will be fully protected in relying upon any written notice, demand, certificate, waiver, opinion of counsel or other document which it in good faith believes to be genuine or what it purports to be. Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and Escrow Agent will incur no liability and will be fully protected in acting in accordance with the opinion or advice of such counsel.

iii. Escrow Agent acts hereunder as a depository of the Escrowed Property only and will not be responsible for the sufficiency or accuracy or the form, execution, validity or genuineness of this Agreement (except as to its own execution hereof and obligations hereunder, if this Agreement is otherwise valid) or of the Escrowed Property or of any endorsement thereon, or for lack of endorsement thereon, or for any description therein, nor will it be responsible or liable in any respect on the account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any such document, security or endorsement under this Agreement.

iv. If Escrow Agent is uncertain as to its duties or obligations hereunder or receives written direction with respect to the Escrowed Property that, in its sole discretion, conflicts either with other direction received by it or with any provision of this Agreement, Escrow Agent may, within its discretion, file an action of interpleader in the Court and deposit all or the affected portion of the Escrowed Property with the Court. Fees and costs attendant to such interpleader action will be paid as directed by the Court, but, if not so directed, will be borne by the Parties equally.

v. The Parties hereby, jointly and severally, agree, to the extent permitted by law, and without waiving sovereign immunity, to indemnify and save the Escrow Agent harmless from and against any and all losses, damages, claims, liabilities, judgments, and other costs and expenses of any and every kind and nature which may be incurred by the Escrow Agent by reason of its acceptance of, and its performance under, this Agreement (including, without limitation, reasonable attorneys' fees either paid to retained attorneys or amounts representing the fair value of legal services rendered to itself), except as permitted by law. The foregoing indemnity shall extend to claims brought against the Escrow Agent by any Party to this Agreement and/or otherwise.

4. **DRAINAGE FROM UCDP LAND.** The County agrees that it will not object to the issuance of any permits and approvals for discharges into Sandy Lake from any improvements on

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the UCDP Land (as defined in the Development Agreement).

### 5. MISCELLANEOUS.

a. **Paragraph Headings.** The paragraph headings herein contained are inserted for convenience of reference only and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provision contained herein.

b. **Singular and Plural Usages.** Whenever used herein, the singular number includes the plural, the plural includes the singular, and the use of any gender includes all genders.

c. **Construction of Agreement.** The fact that one of the Parties may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such Party.

d. **Waiver.** The waiver by any Party of any single breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant, or condition of this Agreement shall be deemed to have been waived by a Party, unless such waiver is in writing signed by such Party. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

e. **Assignment.** No Party shall assign or transfer any interest in this Agreement without the prior written consent of all of the other Parties, other than to the successors in interest to their respective properties. The terms hereof shall run with the land and be binding upon each Party and their respective heirs, successors or assigns.

f. **Setoff.** No Party shall have the right to set off any amounts due to the other Party under this Agreement against any other amounts due or alleged due to the other Party whatsoever.

g. **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee or joint venture partner between or among the Parties.

h. **Severability.** If any term or provision of this Agreement, or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to the Parties, or any circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

i. **Entire Agreement/Modification.** The Parties agree that this Agreement, together with the other Settlement Documents, sets forth the entire agreement and understanding among the Parties with regard to the specific matters addressed herein and supersedes all prior negotiations, representations, understandings or agreements, whether oral or written, among the Parties or made by third parties to any Party relating to the subject matter hereof, and there are no promises,

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covenants, agreements, representations, warranties or understandings among the Parties other than those stated herein or in any of the other agreements contemplated hereby, whether such agreements are executed simultaneously herewith or at a future date related to the subject matter hereof. This Agreement may be amended, modified or terminated at any time by the mutual written agreement of all Parties.

j. **Attorneys' Fees and Costs.** Each Party shall bear its own attorney's fees, expert fees and the other costs in connection with the negotiation, preparation and execution of this Agreement and the other Settlement Documents. The Parties shall divide any recording cost of the Settlement Documents equally.

k. **Absence of Third Party Beneficiary Rights.** No provision of this Agreement is intended or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any client, customer, affiliate, shareholder, partner, officer, director, employee, or agent of any Party, or in any other person, unless specifically provided otherwise herein, and, except as so provided, all terms and provisions hereof shall be personal solely between the Parties to this Agreement. Although the thirty-eight (38) "indispensable parties" joined as defendants in the Lawsuit are not third party beneficiaries with respect to this Agreement or any of the Settlement Documents, the Parties expressly consent to the ability of the indispensable party defendants whose properties are located within the County Basin (but not the Re-Routed Basin) to continue to drain stormwater from their respective properties through the County Drainage System into Sandy Lake, in accordance with the terms and conditions of the Easement Agreement. The terms "County Basin," "Re-Routed Basin," and "County Drainage System" are defined in the Easement Agreement.

l. **Governing Law/Venue/Jurisdiction.** The Court shall retain the sole and exclusive jurisdiction with respect to the enforcement or interpretation of this Agreement. This Agreement is to be governed by and construed and enforced in accordance with the internal laws of the State of Florida. **TO THE FULLEST EXTENT PERMITTED BY LAW EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT.**

m. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same Agreement. Facsimile copies of the signatures required below shall be treated with the same effect as original signatures.

n. **Notices.** Whenever any Party hereto desires or is required to give any notice, demand, consent, approval, satisfaction, or request with respect to this Agreement, each such communication shall be sent by personal service (which shall include delivery by delivery service, over-night delivery service, telecopy, or telefax), or mailed, by United States certified mail, postage prepaid, and addressed as set forth below (or to such other address as either Party may designate in writing from time to time) and, if not sooner received, shall be deemed received five (5) days later if by mail or two (2) days later if by personal service:

If to Universal:                UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.  
   1000 Universal Studios Plaza

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Orlando, Florida 32819-7610  
Attention: Executive Vice President and Chief Administrative Officer

with a copy to: Universal City Development Partners, Ltd.  
1000 Universal Studios Plaza  
Orlando, Florida 32819-7610  
Attention: General Counsel, UPR

and: Latham, Shuker, Eden & Beaudine, LLP  
111 North Magnolia Avenue, Suite 1400  
Orlando, Florida 32801  
Attention: Peter G. Latham, Esq.

If to County: BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA  
201 South Rosalind Avenue  
Orlando, Florida 32801  
Attention: County Administrator

If to City: CITY OF ORLANDO  
400 South Orange Avenue  
Orlando, Florida, 32801  
Attention: City Attorney

If to Enclave: THE ENCLAVE AT ORLANDO CONDOMINIUM ASSOCIATION, INC.  
Forster Boughman & Lefkowitz  
2200 Lucien Way, Suite 405  
Maitland, FL 32751  
Attn: James E. Shepherd, Esq.

o. **Further Assurances.** From time to time, as and when requested by any Party hereto (or any governmental authority), the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other Party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

p. **Exhibits.** The following exhibits are attached to this Agreement and are incorporated herein and shall be deemed to be an integral part of this Agreement:

- Exhibit A Development Agreement
- Exhibit B Easement Agreement
- Exhibit C Motion for Abatement
- Exhibit D Stipulation for Dismissal
- Exhibit E License Agreement



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IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

CITY:

Witnesses:

CITY OF ORLANDO

Sign: Denise Hourcade

Print: DENISE HOURCADE

By: R. J. Hill  
Name: REGINA J. HILL  
Title: MAYOR PRO TEM

Sign: Diana Pérez

Print: DIANA PÉREZ

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COUNTY:

ORANGE COUNTY, FLORIDA

By: *Jerry L. Demings*  
Jerry L. Demings  
*tu* Orange County Mayor

Date: 1.31.19

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Craig A. Stopera*  
*for* Deputy Clerk

Date: 1.31.19



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ENCLAVE:

Witnesses:

THE ENCLAVE AT ORLANDO CONDOMINIUM  
ASSOCIATION, INC.

Sign: Mae Eballo

Print: Mae Eballo

Sign: Gary T. Dorochel

Print: Gary T. Dorochel

By: [Signature]  
Name: BY MAHAN  
Title: PRESIDENT

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UCDP:

Witnesses:

Print: \_\_\_\_\_

Sign: Julie Stiles

Print: Debbie Jones

Sign: Debbie Jones

UNIVERSAL CITY DEVELOPMENT PARTNERS,  
LTD. a Florida limited partnership

By: Universal City Florida Holding Co. II,  
a Florida general partnership  
Its: General Partner

By: Universal City Property Management  
II LLC, a Delaware limited liability  
company  
Its: General Partner

By: \_\_\_\_\_

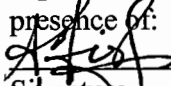
Name: John R. Sprouls

Title: Executive Vice President


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**JOINED AND CONSENTED TO BY ESCROW AGENT  
FOR PURPOSES OF SECTION 3 ONLY:**

Signed, sealed and delivered in the  
presence of:

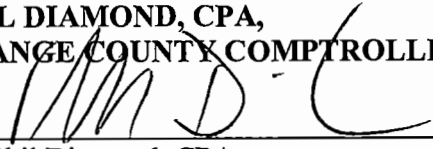
  
\_\_\_\_\_  
Signature

ANDERA FISHER  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature

KATIE SMITH  
\_\_\_\_\_  
Print Name

**ESCROW AGENT:  
PHIL DIAMOND, CPA,  
ORANGE COUNTY COMPTROLLER**

By:   
\_\_\_\_\_  
Phil Diamond, CPA,  
Orange County Comptroller

Date: 1-31-2019

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**EXHIBIT A**  
**DEVELOPMENT AGREEMENT**

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## EXHIBIT A

### DEVELOPMENT AGREEMENT (Drainage Improvements)

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_ 2019 (the "Effective Date"), by and among **THE CITY OF ORLANDO**, a municipal corporation duly enacted under the laws of the State of Florida (the "City"), **ORANGE COUNTY**, a political subdivision of the State of Florida (the "County"), **THE ENCLAVE AT ORLANDO CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation (the "Enclave"), and **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**, a Florida limited partnership and successor in interest to Universal Studios Water Parks Florida LLC ("UCDP") (the City, County, Enclave and UCDP may sometimes be individually referred to as a "Party" or collectively as the "Parties").

### WITNESSETH

**WHEREAS**, UCDP is the owner of certain land in Orange County, Florida which was formerly the site of the Wet 'n Wild water theme park and associated facilities located south of International Drive on the east and west of Universal Blvd. (the "UCDP Land"), which includes part of the retention pond known as "Sandy Lake," a portion of which is also owned by the Enclave;

**WHEREAS**, the County and the Enclave have drained stormwater into Sandy Lake for many years;

**WHEREAS**, UCDP intends to cause to be developed on portions of the UCDP Land, resort hotels and related infrastructure and improvements;

**WHEREAS**, the Parties are agreeable to addressing certain stormwater drainage issues and concerns related to Sandy Lake; and

**WHEREAS**, UCDP, the County, and the City wish to construct and install a Drainage System (as hereinafter defined) in order to re-route stormwater drainage from south of Carrier Drive (within the jurisdiction of the County) east along the Carrier Drive public right-of-way (within the jurisdiction of the City) to Kirkman Road, subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UCDP, the County, the City, and the Enclave hereby agree as follows.

1. **Recitals.** The recitals set forth in the "Whereas" clauses above are true and correct and incorporated by reference herein and made a part hereof as if fully set forth verbatim.
2. **Conditions Precedent.** The Parties' duties and obligations under Paragraph 4 below are expressly conditioned upon the prior satisfaction of the following conditions precedent:

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2.1. The Parties having obtained all Permits, as hereinafter defined, for construction and installation of the Drainage System, as hereinafter defined, in accordance with the Final Plans, as hereinafter defined, without the necessity of a new retention pond; and

2.2. The Parties having secured the written approval of the Florida Department of Transportation ("FDOT"), in the form of a drainage connection permit issued by FDOT, for a proposed Outfall System on Kirkman Road, as shown on the Conceptual Plan, as hereinafter defined.

### 3. Drainage System.

3.1. Development of Final Plans for Drainage System; Permitting. The Parties acknowledge and agree that the calculations, diagrams and depictions on **Exhibit "1"**, attached hereto and incorporated by reference herein, are conceptual plans and calculations that generally depict the improvements and drainage facilities intended to be constructed ("Conceptual Plan"). The Parties further acknowledge and agree that the engineering firms of Pegasus Engineering and Inwood Consulting Engineers, Inc. (and their consultants) (collectively, "Design Engineer") have been authorized and instructed by the Parties to develop completed plans ("Final Plans") for the permitting and construction of the drainage improvements in accordance with the Conceptual Plan ("Drainage System"), which Drainage System shall include: (i) approximately 2,700 lineal feet of 42-inch diameter reinforced concrete pipe from a point on the existing outfall pipe for Tract A, of the Plat of International Cove, according to the plat thereof, as recorded in Plat Book 12, Page 18, of the Public Records of Orange County, Florida (a/k/a International Cove Pond) to the Downstream Limit of Proposed Outfall System as shown on the Conceptual Plan, as approved by FDOT; (ii) reconstruction of Existing Control Structure south of the Enclave, as shown on the Conceptual Plan; and (iii) such other qualitative and quantitative control structures to be mutually agreed upon by the Parties in the Final Plans. The Parties will fully cooperate with the Design Engineer to provide any information reasonably necessary to assist in the development of the Final Plans. To this end, UCDP shall contract and pay for the services of Donald W. McIntosh & Associates, Inc. ("DWMA") to assist and cooperate with the Design Engineer during the development of the Final Plans and obtaining of all Permits (as hereinafter defined). DWMA shall also be responsible for all required surveying and survey mapping work. The Design Engineer shall promptly and diligently pursue and complete said plans providing regular updates to all of the Parties. The County and UCDP shall meet regularly, with the City and the Enclave to attend as reasonably required, to discuss and assist the Design Engineer, and the Design Engineer will utilize its best efforts to provide the proposed Final Plans on or before January 11, 2019, and shall provide a copy thereof to all of UCDP, the County, the Enclave, and the City who shall have ten (10) calendar days from the receipt thereof to review and comment on the plans. UCDP, the County, the Enclave, and the City will meet, as needed, to try to resolve any conflict or other issues the Design Engineer has identified. If UCDP, the County, the Enclave, and the City do not object within the ten (10) day time frame for review, they shall conclusively be deemed to have approved the plans as received. Enclave's comment and approval rights under this Section are limited to that portion of the Final Plans related to any modifications or improvements located on or that would otherwise adversely affect the Enclave's property or the stormwater drainage on the Enclave's property. In addition, when the Design Engineer has prepared the Final Plans for submittal to the regulatory agencies, the Design Engineer will circulate copies to all Parties. On or before February 1, 2019, assuming completion and approval of the Final Plans before such date, the Design



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Engineer shall then apply for any and all regulatory permits and approvals necessary to allow for construction in accordance with the Final Plans ("Permits"), and shall diligently pursue issuance of such Permits. The Design Engineer shall keep all of the Parties apprised of all communications with the regulatory agencies, and the Parties shall continue to promptly communicate and cooperate in obtaining regulatory approval of the Final Plans as well as any minor changes required to obtain such Permits. Upon obtaining all Permits, the Design Engineer shall prepare a final cost estimate for the construction of the Drainage System and provide the same to the Parties. The Enclave will not object to the Permits, before or after their approval, unless the Enclave's engineer determines that the work approved by the Permits will have an adverse effect on the Enclave's property or the stormwater drainage on the Enclave's property. Before the Enclave asserts any objections to the Final Plans or the Permits, its engineer will meet with the Design Engineer and DWMA to discuss in good faith a resolution of the Enclave's concerns.

3.2. Construction and Installation. Within thirty (30) days after the Effective Date, UCDP shall identify three or more contractors acceptable to the City and the County for construction of the Drainage System and shall arrange for a bidding process among such contractors for all work. Upon completion of the Final Plans, UCDP shall promptly conduct the bidding process and keep the City and the County apprised of the bidding process and contract negotiations with the successful bidder. All Parties will be deemed to have consented to the successful bidder within ten (10) calendar days of the receipt of a copy of the proposed contract prepared in accordance with the bid, unless a Party notifies UCDP in writing of any concern or objection within such ten (10) day period. After any such objection, the Parties will promptly meet to resolve any concerns or objections. Thereafter, UCDP (only) shall enter into the contract ("Contract") with the successful bidder ("Contractor") for the construction of the Drainage System. UCDP shall cause the Contractor to commence and complete the installation of the Drainage System, in accordance with the Final Plans and the Contract. For purposes of this Agreement, the term "Drainage System" shall include any and all ancillary improvements related thereto. The Final Plans may not be amended or modified without the prior written consent of the City, County and UCDP (and the Enclave, but only if such change impacts the Enclave's property). No inspector will have the ability to unilaterally change the Final Plans, make any field change, or otherwise alter the location of any portion of the Drainage System, regardless of impact on the Drainage System or other governmental entity involvement. To the extent any change is needed, the inspector shall submit such findings in writing to City, County and UCDP (and the Enclave, but only if such change impacts the Enclave's property), who shall have fifteen (15) calendar days after receipt of such notice to provide written objection to such change. If a Party provides objection, the Parties shall meet, as needed, to try to resolve the objection. If a Party does not object within the fifteen (15) day time frame for review, it shall conclusively be deemed to have approved the change. In the event any objections are not resolved by the Parties, they shall submit the dispute to the Court (as defined in the Settlement Agreement) for resolution.

3.3. Location. The final location of the Drainage System lines and all infrastructure and improvements relating to the Drainage System are intended to lie within lands owned or easement rights owned by the City and/or the County. To the extent any portion of the Drainage System, including the construction thereof, will impact a third party, the City (if such third party's land is within the City) or the County (if such third party's land is within the County) will work diligently and in good faith, but without the obligation to expend funds, to obtain the necessary consent or easement from such third party over such areas (collectively, the "Easement Area").

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3.4. Cooperation. Each Party agrees to cooperate to the fullest extent to permit the timely design, construction, surveying, and permitting of the Drainage System. Upon notice, each Party agrees to provide reasonable access to the Contractor, the Design Engineer, consultants, engineers, surveyors, contractors or other parties upon the Easement Area, and reasonably adjacent areas to conduct work in conjunction with the activities under this Agreement. Further, the Parties agree to fully and promptly cooperate with respect to the construction of the Drainage System to minimize interference with or delay to construction.

3.5. Coordination of Installation. UCDP shall cause the Contractor to provide the Parties with an anticipated construction schedule for the work to install the Drainage System (the "Construction Schedule") with a contemplated commencement of construction of the Drainage System on or before March 15, 2019, and a contemplated completion of the Drainage System on or before June 15, 2019. In conjunction with any testing, construction or other work to be conducted, or caused to be conducted, by the Contractor, prior to commencement, the Contractor will provide to all Parties: (i) a copy of the fully executed Contract, including AIA payment and performance bonds with dual obligee provisions, and (ii) evidence of insurance coverage in amounts and by an insurance carrier reasonably required for similar work on behalf of the City or County or, alternatively, acceptable evidence of self-insurance.

3.6. Ownership of Drainage System; Maintenance. Notwithstanding any provision contained herein to the contrary, upon completion of the Drainage System and receipt of a certificate of completion or like approval, the Drainage System and any ancillary improvements shall become the exclusive property of the County. At that time, after completion of the Drainage System, UCDP and the County shall execute a Bill of Sale and Assignment and Assumption Agreement in substantially the form attached hereto as **Exhibit "2"**, together with such other reasonable documentation requested by the City, County, or UCDP to confirm the transfer of control of the Drainage System and to assign, after completion of the Drainage System, any rights UCDP may have under the Contract with the Contractor including any warranty rights; provided, however, UCDP shall retain all rights against the Contractor for known and identified claims arising prior to the date of the assignment. Upon completion, the County shall have the sole obligation and responsibility for the maintenance of the Drainage System and shall maintain the Drainage System at its sole cost and expense with reasonable and ordinary care and consistent with all Permits and applicable law. The City shall work diligently and in good faith, but without the obligation to expend funds, to obtain and grant such easements and/or other rights of way necessary for the County to undertake maintenance of the Drainage System.

4. Costs; County and UCDP Financial Responsibilities; Payments. UCDP shall be responsible for the payment of 100% of all costs, fees, expenses and other charges of any type or kind of the Design Engineer ("Design Costs") and the Contractor ("Construction Costs") in connection with the design, permitting, construction and installation of the Drainage System. The Parties agree that the total aggregate sum of the Design Costs and Construction Costs for purposes of this Agreement is estimated to be TWO MILLION ONE THOUSAND SIX HUNDRED TWENTY-SIX DOLLARS (\$2,001,626.00) in accordance with the agreed upon Conceptual Project Cost Estimate attached hereto as **Exhibit "3"** (the "Cost Estimate"). The County agrees to reimburse UCDP the lesser of: (i) 84.93% of the Design Costs and Construction Costs, assuming with respect to the Construction Costs that the conditions precedent in Paragraph 2 above were satisfied; or (ii) ONE MILLION, SIX HUNDRED NINETY-NINE THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$1,699,980.00) (the "County Contribution"). The County shall

## FINAL

receive a TWO HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS (\$253,676.00) credit against the County Contribution for the amounts paid by the County to the Design Engineer as set forth on the Cost Estimate. Any amounts in excess of the County Contribution shall be paid by UCDP; provided, however, that any increase in the Cost Estimate mutually agreed to or requested by the County (which must be in writing) shall increase the County Contribution such that the County Contribution shall equal 84.93% thereof. Notwithstanding the foregoing, the County shall be responsible for inspecting the Contractor's work (in accordance with applicable standards as determined by the County in its sole discretion) and shall be solely liable for the cost related thereto. In addition, UCDP shall not be responsible for any costs associated with any work undertaken south of the outfall control structure to be built on the south side of Carrier Drive, denominated as S-100 in the Final Plans; rather, the County shall be responsible for such costs without prejudice to seek recovery of same from International Cove Owners Association, Inc. In accordance with the foregoing, UCDP may submit applications to the County for payment under the Contract approved under Section 3.2. Each application for payment shall be accompanied by the Contractor's pay application, together with copies of all necessary back-up documentation including, but not limited to, documentation itemizing the percentage of work completed, receipts, affidavits, applicable certifications, lien waivers and releases, and other documentation which may reasonably be requested by the County. Thereafter, the County shall make payment in accordance with the Local Government Prompt Pay Act, F.S. Section 218.70 et seq.

5. **Force Majeure.** No Party shall be liable to any other for any delay or failure to perform pursuant to the terms and conditions of this Agreement to the extent such performance was prevented by an event of Force Majeure. The term "Force Majeure" shall mean Acts of God, strikes, lockouts, or other industrial disturbance, acts of a public enemy, wars, riots, epidemics, breakage or non-foreseeable accident to machinery or lines of pipe, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party whose performance is affected and which, in each of the above cases, by the exercise of due diligence such Party is unable to prevent or overcome utilizing commercially reasonable efforts; such term shall likewise include the inability of a Party to acquire, or delays on the part of such Party in acquiring, at reasonable cost and by the exercise of reasonable diligence, permits, permissions, licenses, materials or supplies which are required to enable such Party to fulfill its obligations hereunder. The Party whose performance is excused by an event of Force Majeure shall promptly notify the other Parties in writing of such occurrence and its estimated duration, shall promptly remedy such Force Majeure if and to the extent reasonably possible, and shall resume such performance as soon as possible; provided, however, that no Party shall be required to settle any labor dispute against its will. The Party claiming delay due to Force Majeure shall be entitled to a day for day extension of the applicable deadlines for such Force Majeure.

6. **Miscellaneous.**

6.1. **Paragraph Headings.** The paragraph headings herein contained are inserted for convenience of reference only and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provision contained herein.

6.2. **Singular and Plural Usages.** Whenever used herein, the singular number includes the plural, the plural includes the singular, and the use of any gender includes all genders.

## FINAL

6.3. Construction of Agreement. The fact that one of the Parties may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such Party.

6.4. Waiver. The waiver by any Party of any single breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant, or condition of this Agreement shall be deemed to have been waived by a Party, unless such waiver is in writing signed by such Party. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

6.5. Assignment. No Party shall assign or transfer any interest in this Agreement without the prior written consent of all of the other Parties, other than to the successors in interest to their respective properties. The terms hereof shall run with the land and be binding upon each Party and their respective heirs, successors or assigns.

6.6. Setoff. No Party shall have the right to set off any amounts due to the other Party under this Agreement against any other amounts due or alleged due to the other Party whatsoever.

6.7. No Partnership or Agency. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee or joint venture partner between or among the Parties.

6.8. Severability. If any term or provision of this Agreement, or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to the Parties, or any circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

6.9. Entire Agreement/Modification. The Parties agree that this Agreement, together with the Settlement Agreement by and among the Parties executed concurrently herewith (the "Settlement Agreement"), and the Settlement Documents defined in the Settlement Agreement, set forth the entire agreement and understanding among the Parties with regard to the specific matters addressed herein and supersede all prior negotiations, representations, understandings or agreements, whether oral or written, among the Parties or made by third parties to any Party relating to the subject matter hereof, and there are no promises, covenants, agreements, representations, warranties or understandings among the Parties other than those stated herein or in any of the other agreements contemplated hereby, whether such agreements are executed simultaneously herewith or at a future date related to the subject matter hereof. This Agreement may be amended, modified or terminated at any time by the mutual written agreement of all Parties. Capitalized terms not defined herein shall have the meaning set forth in the Settlement Agreement.

6.10. Attorneys' Fees and Costs. Each Party shall bear its own attorney's fees, expert fees and the other costs in connection with the negotiation, preparation and execution of this Agreement and the Settlement Documents.

**FINAL**

6.11. Absence of Third Party Beneficiary Rights. No provision of this Agreement is intended or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any client, customer, affiliate, shareholder, partner, officer, director, employee, or agent of any Party, or in any other person, unless specifically provided otherwise herein, and, except as so provided, all terms and provisions hereof shall be personal solely between the Parties to this Agreement.

6.12. Governing Law/Venue/Jurisdiction. The Court shall retain the sole and exclusive jurisdiction with respect to the enforcement or interpretation of this Agreement. This Agreement is to be governed by and construed and enforced in accordance with the internal laws of the State of Florida. TO THE FULLEST EXTENT PERMITTED BY LAW EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT.

6.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same Agreement. Facsimile copies of the signatures required below shall be treated with the same effect as original signatures.

6.14. Further Assurances. From time to time, as and when requested by any Party hereto (or any governmental authority), the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other Party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

6.15. Notices. Whenever any Party hereto desires or is required to give any notice, demand, consent, approval, satisfaction, or request with respect to this Agreement, each such communication shall be sent by personal service (which shall include delivery by delivery service, over-night delivery service, telecopy, or telefax), or mailed, by United States certified mail, postage prepaid, and addressed as set forth below (or to such other address as either Party may designate in writing from time to time) and, if not sooner received, shall be deemed received five (5) days later if by mail or two (2) days later if by personal service:

If to Universal:            UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.  
   1000 Universal Studios Plaza  
   Orlando, Florida 32819-7610  
   Attention: Executive Vice President and Chief Administrative  
   Officer

with a copy to:            Universal City Development Partners, Ltd.  
   1000 Universal Studios Plaza  
   Orlando, Florida 32819-7610  
   Attention: General Counsel, UPR

and:                            Latham, Shuker, Eden & Beaudine, LLP  
   111 North Magnolia Avenue, Suite 1400  
   Orlando, Florida 32801  
   Attention: Peter G. Latham, Esq.

**FINAL**

If to County: BOARD OF COUNTY COMMISSIONERS OF ORANGE  
COUNTY, FLORIDA  
201 South Rosalind Avenue  
Orlando, Florida 32801  
Attention: County Administrator

If to City: CITY OF ORLANDO  
400 South Orange Avenue  
Orlando, Florida, 32801  
Attention: City Attorney

If to Enclave: THE ENCLAVE AT ORLANDO CONDOMINIUM  
ASSOCIATION, INC.  
Forster Boughman & Lefkowitz  
2200 Lucien Way, Suite 405  
Maitland, FL 32751  
Attn: James E. Shepherd, Esq.

7. **Default and Remedies.** In the event any Party breaches any provision of this Agreement applicable thereto (the "Defaulting Party"), the other Parties (the "Non-Defaulting Parties") may deliver a notice of default under this Agreement. In the event the Defaulting Party has not cured the default within thirty (30) days after the receipt of such notice, the Non-Defaulting Parties shall have all rights and remedies under applicable law. In the event any damage is caused during the construction or installation of the Drainage System by the Contractor, its agents or employees, contractors, or subcontractors, UCDP shall cause the Contractor to promptly repair such damage to the reasonable satisfaction of UCDP, the County and the City, at the Contractor's expense. UCDP shall have no liability as to the actual construction work to be performed by the Contractor under the Contract unless it arises from the gross negligence or willful misconduct of UCDP to oversee the Contractor and report and advise the City and County.

8. **Exhibits.** The following exhibits are attached to this Agreement and are incorporated herein and shall be deemed to be an integral part of this Agreement:

|                    |   |
|--------------------|---|
| <b>Exhibit "1"</b> | Conceptual Plan   |
| <b>Exhibit "2"</b> | Form Bill of Sale and Assignment and Assumption Agreement |
| <b>Exhibit "3"</b> | Cost Estimate   |

**[Remainder of page intentionally left blank]**

**FINAL**

**IN WITNESS WHEREOF**, this Agreement has been fully executed on behalf of the Parties hereto by their duly authorized representatives, as of the date first above written.

**As to the CITY:**

**CITY OF ORLANDO**, a Florida municipal corporation:

Witnesses:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of the City of Orlando, a Florida municipal corporation, who is either personally known to me or who provided \_\_\_\_\_ as identification, and who acknowledged to and before me that he/she executed the foregoing instrument freely and voluntarily on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**FINAL**

**As to the COUNTY:**

**ORANGE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_



**FINAL**

**As to UCDP:**

**UNIVERSAL CITY DEVELOPMENT PARTNERS,  
LTD., a Florida limited partnership**

Witnesses:

By: Universal City Florida Holding Co. II,  
its General Partner

Sign: \_\_\_\_\_

By: Universal City Property Management II LLC,  
its General Partner

Print: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_, as \_\_\_\_\_ of Universal City Property Management II  
LLC, a Delaware limited liability company, as general partner of Universal City Florida Holding  
Co. II, a Florida general partnership, as general partner and on behalf of Universal City  
Development Partners, Ltd., a Florida limited partnership, who is [ ] personally known to me or [ ]  
who provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**FINAL**

**As to ENCLAVE:**

ENCLAVE AT ORLANDO CONDOMINIUM  
ASSOCIATION, INC., a Florida not for profit  
corporation

Witnesses:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2019, by \_\_\_\_\_, as \_\_\_\_\_, on behalf of The  
Enclave At Orlando Condominium Association, Inc., a Florida not-for-profit corporation, who is  
[ ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(AFFIX NOTARY SEAL)



EXHIBIT 1-11 TO DEVELOPMENT PLAN/AMENDMENT  
CONCEPTUAL PLAN

DATE: 08/11/2010  
DRAWN: ORANGE COUNTY DEPARTMENT OF PLANNING

**Legend**

- Canal Right-of-Way
- Canal Bed
- Canal Bottom Line
- Outfall
- Wetland (100' Buffer)
- Channel
- Canal Easement
- Wetland Easement

**Scale**

1" = 100'

**North Arrow**

**EXHIBIT 2**

**INTERNATIONAL COVE  
CONCEPTUAL OUTFALL IMPROVEMENTS**

**ORANGE COUNTY  
GOVERNMENT**

**ORANGE COUNTY, FLORIDA**

Prepared by:  
P&G Associates, Inc.  
10000 Lake Nona Blvd.  
Suite 200  
Lake Nona, FL 32153  
Tel: 407-282-2222

FINAL

**EXHIBIT "2" TO DEVELOPMENT AGREEMENT**  
**FORM BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date") by and between **ORANGE COUNTY**, a political subdivision of the State of Florida (the "**County**"), and **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**, a Florida limited partnership and successor in interest to Universal Studios Water Parks Florida LLC ("**UCDP**") (the County and UCDP may sometimes be individually referred to as a "Party" or collectively as the "Parties").

**WHEREAS**, pursuant to that certain Development Agreement (the "Development Agreement") dated \_\_\_\_\_, 2019, by and among UCDP, County, the City of Orlando (the "**City**"), and the Enclave at Orlando Condominium Association, Inc. (the "**Enclave**"), UCDP has contracted with \_\_\_\_\_ (the "**Contractor**"), as evidenced by that Construction Contract between UCDP and Contractor dated \_\_\_\_\_ (the "**Contract**") for the construction of the Drainage System (as defined in the Development Agreement).

**WHEREAS**, the Drainage System is completed, and pursuant to Section 3.6 of the Development Agreement, UCDP is assigning to the County, and the County is assuming, all of UCDP's rights, title, interest, obligations, and covenants related to the Drainage System, including any rights, warranties, and obligations under the Contract, and any permits necessary for the maintenance or operation of the Drainage System (the "**Permits**"), subject to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct in all material respects. All capitalized terms not defined herein shall have the meaning set forth in the Development Agreement.

2. **Assignment**. As of the Effective Date, UCDP hereby assigns unto County all of UCDP's rights, title, and interest in and to the Drainage System, the Contract, including any warranties and rights against the Contractor, and the Permits; provided, however, UCDP shall retain all rights against the Contractor for known and identified claims arising prior to the date of this Agreement. UCDP represents that the Drainage System is completed and that UCDP is unaware of any defective work by the Contractor or any subcontractors in connection with the Drainage System. UCDP MAKES NO REPRESENTATION AS TO THE DRAINAGE SYSTEM, CONTRACT, OR PERMITS AND, OTHER THAN AS EXPRESSLY SET FORTH

## FINAL

HEREIN, THE FOREGOING ASSIGNMENT IS MADE ON AN “AS IS”, “WHERE IS”, “WITH ALL FAULTS” BASIS, WITHOUT RECOURSE, REPRESENTATION, IMPLIED OR EXPRESS WARRANTY, GUARANTY, PROMISE, PROJECTION OR PREDICTION WHATSOEVER WITH RESPECT TO THE SAME, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **Assumption.** As of the Effective Date, County hereby accepts the foregoing and agrees to perform and keep all terms, conditions, covenants, agreements, liabilities and obligations with respect to the Contract, Drainage System, and Permits. The County shall have the sole obligation and responsibility for the maintenance of the Drainage System and shall maintain the Drainage System at its sole cost and expense with reasonable and ordinary care and consistent with all Permits and applicable law.

4. **Miscellaneous.**

a. **Paragraph Headings.** The paragraph headings herein contained are inserted for convenience of reference only and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provision contained herein.

b. **Singular and Plural Usages.** Whenever used herein, the singular number includes the plural, the plural includes the singular, and the use of any gender includes all genders.

c. **Construction of Agreement.** The fact that one of the Parties may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such Party.

d. **Waiver.** The waiver by any Party of any single breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant, or condition of this Agreement shall be deemed to have been waived by a Party, unless such waiver is in writing signed by such Party. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

e. **Assignment.** No Party shall assign or transfer any interest in this Agreement without the prior written consent of all of the other Parties, other than to the successors in interest to their respective properties. The terms hereof shall run with the land and be binding upon each Party and their respective heirs, successors or assigns.

f. **Setoff.** No Party shall have the right to set off any amounts due to the other Party under this Agreement against any other amounts due or alleged due to the other Party whatsoever.

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g. No Partnership or Agency. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee or joint venture partner between or among the Parties.

h. Severability. If any term or provision of this Agreement, or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to the Parties, or any circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

i. Entire Agreement/Modification. The Parties agree that this Agreement, together with the Settlement Agreement by and among the Parties executed concurrently herewith (the "Settlement Agreement"), and the Settlement Documents defined in the Settlement Agreement, set forth the entire agreement and understanding among the Parties with regard to the specific matters addressed herein and supersede all prior negotiations, representations, understandings or agreements, whether oral or written, among the Parties or made by third parties to any Party relating to the subject matter hereof, and there are no promises, covenants, agreements, representations, warranties or understandings among the Parties other than those stated herein or in any of the other agreements contemplated hereby, whether such agreements are executed simultaneously herewith or at a future date related to the subject matter hereof. This Agreement may be amended, modified or terminated at any time by the mutual written agreement of all Parties. Capitalized terms not defined herein shall have the meaning set forth in the Settlement Agreement.

j. Attorneys' Fees and Costs. Each Party shall bear its own attorney's fees, expert fees and the other costs in connection with the negotiation, preparation and execution of this Agreement and the Settlement Documents.

k. Absence of Third Party Beneficiary Rights. No provision of this Agreement is intended or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any client, customer, affiliate, shareholder, partner, officer, director, employee, or agent of any Party, or in any other person, unless specifically provided otherwise herein, and, except as so provided, all terms and provisions hereof shall be personal solely between the Parties to this Agreement.

l. Governing Law/Venue/Jurisdiction. This Agreement is to be governed by and construed and enforced in accordance with the internal laws of the State of Florida. The sole and exclusive jurisdiction and venue for any disputes arising out of or related to this Agreement shall be in the Circuit Court in and for the Ninth Judicial Circuit, Orange County, Florida, or the United States District Court, Middle District of Florida, Orlando Division. TO THE FULLEST EXTENT PERMITTED BY LAW EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any Party whose signature

**FINAL**

appears thereon, and all of which together shall constitute one and the same Agreement. Facsimile copies of the signatures required below shall be treated with the same effect as original signatures.

n. Further Assurances. From time to time, as and when requested by any Party hereto (or any governmental authority), the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other Party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

o. Notices. Whenever any Party hereto desires or is required to give any notice, demand, consent, approval, satisfaction, or request with respect to this Agreement, each such communication shall be sent by personal service (which shall include delivery by delivery service, over-night delivery service, telecopy, or telefax), or mailed, by United States certified mail, postage prepaid, and addressed as set forth below (or to such other address as either Party may designate in writing from time to time) and, if not sooner received, shall be deemed received five (5) days later if by mail or two (2) days later if by personal service:

If to Universal:            UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.  
   1000 Universal Studios Plaza  
   Orlando, Florida 32819-7610  
   Attention: Executive Vice President and Chief  
   Administrative Officer

with a copy to:            Universal City Development Partners, Ltd.  
   1000 Universal Studios Plaza  
   Orlando, Florida 32819-7610  
   Attention: General Counsel, UPR

and:                            Latham, Shuker, Eden & Beaudine, LLP  
   111 North Magnolia Avenue, Suite 1400  
   Orlando, Florida 32801  
   Attention: Peter G. Latham, Esq.

If to County:                BOARD OF COUNTY COMMISSIONERS OF ORANGE  
   COUNTY, FLORIDA  
   201 South Rosalind Avenue  
   Orlando, Florida 32801  
   Attention: County Administrator

5. Default and Remedies. In the event any Party breaches any provision of this Agreement applicable thereto (the "Defaulting Party"), the other Parties (the "Non-Defaulting Parties") may deliver a notice of default under this Agreement. In the event the Defaulting Party has not cured the default within thirty (30) days after the receipt of such notice, the Non-Defaulting Parties shall have all rights and remedies under applicable law.

[SIGNATURE PAGE(S) TO FOLLOW]

**FINAL**

**ORANGE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_



**FINAL**

**UNIVERSAL CITY DEVELOPMENT PARTNERS,  
LTD., a Florida limited partnership**

Witnesses:

By: Universal City Florida Holding Co. II,  
its General Partner

Sign: \_\_\_\_\_

By: Universal City Property Management II LLC,  
its General Partner

Print: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF ORANGE     )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_, as \_\_\_\_\_ of Universal City Property Management II  
LLC, a Delaware limited liability company, as general partner of Universal City Florida Holding  
Co. II, a Florida general partnership, as general partner and on behalf of Universal City  
Development Partners, Ltd., a Florida limited partnership, who is [ ] personally known to me or [ ]  
who provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**EXHIBIT "3" TO DEVELOPMENT AGREEMENT  
CONCEPTUAL PROJECT COST ESTIMATE**



**International Cove Pond Drainage Outfall Improvements  
Orange County, Florida**

Conceptual Project Cost Estimate  
(prepared 08/17/18)

Unit Abbreviations:  
 AL = Allowance      LF = Linear Feet  
 AC = Area            LS = Lump Sum  
 CY = Cubic Yard    SY = Square Yard  
 EA = Each            TN = Ton

| Line No. | Pay Item No. | Item Description   | Estimated Quantity | Unit | Unit Price   | Extended Amount |
|----------|--------------|--|--------------------|------|--------------|-----------------|
| 1        |              | Mobilization (Not To Exceed 10%)   | 1                  | LS   | \$145,000.00 | \$145,000.00    |
| 2        |              | Maintenance of Traffic (MOT)   | 1                  | LS   | \$100,000.00 | \$100,000.00    |
| 3        |              | Prevention, Control & Abatement of Erosion and Water Pollution               | 1                  | LS   | \$25,000.00  | \$25,000.00     |
| 4        |              | Clearing and Grubbing  | 1                  | LS   | \$30,000.00  | \$30,000.00     |
| 5        |              | Type B Stabilization (12-inches) (LBR 40)                                    | 2,000              | SY   | \$10.00      | \$20,000.00     |
| 6        |              | Limerock (10-inches) (LBR 100)   | 2,000              | SY   | \$20.00      | \$40,000.00     |
| 7        |              | Milling Existing Asphalt Pavement  | 2,000              | SY   | \$10.00      | \$20,000.00     |
| 8        |              | Superpave Asphalt Concrete   | 500                | TN   | \$200.00     | \$100,000.00    |
| 9        |              | Modified Ditch Bottom Inlet, <10 ft (Diversion Structure)                    | 1                  | EA   | \$20,000.00  | \$20,000.00     |
| 10       |              | Storm Manholes, <10 ft   | 10                 | EA   | \$7,000.00   | \$70,000.00     |
| 11       |              | Storm Junction Box, <10 ft, Special (10 ft x 10 ft Conflict Structure)       | 3                  | EA   | \$20,000.00  | \$60,000.00     |
| 12       |              | Storm Junction Box, <10 ft, Special (Tie-in Structure at South Kirkman Road) | 1                  | LS   | \$25,000.00  | \$25,000.00     |
| 13       |              | Pipe Culvert, Round, 36-inch SD (RCP) (Class III)                            | 2,700              | LF   | \$150.00     | \$405,000.00    |
| 14       |              | Concrete Curb & Gutter, Type F   | 1,900              | LF   | \$30.00      | \$57,000.00     |
| 15       |              | Concrete Sidewalk (4-inches Thick)   | 300                | SY   | \$35.00      | \$10,500.00     |
| 16       |              | Performance Turf, Sod (Bahia or Match Existing)                              | 3,500              | SY   | \$3.00       | \$10,500.00     |
| 17       |              | Dewatering and Stormwater By-Pass System                                     | 1                  | LS   | \$25,000.00  | \$25,000.00     |
| 18       |              | As-Built Plans / Record Drawings   | 1                  | LS   | \$10,000.00  | \$10,000.00     |
| 19       |              | Utility Relocation / Adjustment Allowance                                    | 1                  | AL   | \$250,000.00 | \$250,000.00    |
| 20       |              | Thermoplastic Pavement Marking Allowance                                     | 1                  | AL   | \$10,000.00  | \$10,000.00     |

|  |   |                    |
|--|---|--------------------|
| <b>SUB-TOTAL CONCEPTUAL CONSTRUCTION COSTS</b>                     | = | <b>\$1,433,000</b> |
| <b>CONTINGENCY (Assume 15%)</b>                                    | = | <b>\$214,950</b>   |
| <b>TOTAL ESTIMATED CONCEPTUAL CONSTRUCTION COSTS</b>               | = | <b>\$1,647,950</b> |
| <b>SUBCONSULTANT SERVICES (McIntosh, PSI, and ECHO)</b>            | = | <b>\$100,000</b>   |
| <b>FINAL DESIGN &amp; PERMITTING SERVICES (Inwood and Pegasus)</b> | = | <b>\$253,676</b>   |
| <b>TOTAL ESTIMATED CONCEPTUAL PROJECT COSTS</b>                    | = | <b>\$2,001,626</b> |

- NOTES:**
1. Conceptual Project Cost Estimate does not include the Suntree Technologies Nutrient Separating Baffle Box associated with the existing 54-inch drainage pipe within the 50-foot drainage easement.
  2. Subconsultant Services encompass Survey Services, Geotechnical Services, and Subsurface Utility Engineering (SUE) Services.
  3. Conceptual Project Cost Estimate does not include the required repairs to the Traders Cove stormwater pond, control structure, 10-inch bleed-down outfall pipe, etc.
  4. Permits will be required from the South Florida Water Management District (SFWMD), the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), and the City of Orlando.



**FINAL**

**EXHIBIT B**  
**EASEMENT AGREEMENT**

FINAL

## EXHIBIT B

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

Scott R. McHenry, Assistant County Attorney  
ORANGE COUNTY ATTORNEY'S OFFICE  
201 S. Rosalind Avenue, Third Floor  
Orlando, FL 32801  
(407) 836-7320

### COUNTY DRAINAGE EASEMENT AGREEMENT

**THIS COUNTY DRAINAGE EASEMENT AGREEMENT** (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **ORANGE COUNTY**, a political subdivision of the State of Florida (the "County"), and **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**, a Florida limited partnership, successor in interest to Universal Studios Water Parks Florida LLC ("Universal"). **THE CITY OF ORLANDO**, a municipal corporation duly enacted under the laws of the State of Florida ("City"), and **THE ENCLAVE AT ORLANDO CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation (the "Enclave"), are joining this Agreement to provide the acknowledgments under Section 4 hereof. In addition, the Enclave is joining this Agreement to provide the covenant under Section 11 hereof. The County, Universal, the City, and the Enclave may sometimes be individually referred to as a "Party" or collectively as the "Parties".

**WHEREAS**, Universal owns a portion of the pond known as "Sandy Lake," as described in **Exhibit "1"** attached hereto, which now functions as part of a stormwater management system;

**WHEREAS**, the Enclave is the owner of certain real property described as Lots 19-22, INTERNATIONAL COVE, according to the Plat thereof as recorded in Plat Book 12, Page 18, of the Public Records of Orange County, Florida (the "Enclave Property");

**WHEREAS**, the County has a 50-foot easement for stormwater discharge along the Southerly boundary of Sandy Lake and across the Enclave Property (the "Existing County Easement Area") pursuant to that certain Drainage Easement dated April 27, 1971, recorded in Official Records Book 2067, Page 57, of the Public Records of Orange County, Florida (the "Existing County Easement"), which includes a portion of Sandy Lake;

**WHEREAS**, the City holds certain drainage easements rights for stormwater drainage into Sandy Lake, which easements rights are unaffected by this Agreement or the Settlement Agreement between the Parties to which this Agreement is an Exhibit B, pursuant to the dedications provided on the plats of Florida Center Unit 18, recorded in Plat Book 6, Page 103, as

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partially replatted in Florida Center International Drive Commercial Area Plat No. 9, recorded in Plat Book 10, Page 8, both of the Public Records of Orange County, Florida; and

**WHEREAS**, a dispute arose over stormwater discharges into Sandy Lake and the Parties desire to memorialize their agreement regarding the allowable discharges into Sandy Lake.

**NOW THEREFORE**, in consideration of the mutual covenants herein provided and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct as if set forth herein verbatim.

2. **Definitions.** In addition to the terms defined in the recitals above and the Settlement Agreement executed contemporaneously herewith (the "**Settlement Agreement**"), for the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

a. **Re-Routed Basin:** means the approximate 53.46-acre area shown in yellow on the Conceptual Plans.

b. **Conceptual Plans:** means the plans attached hereto as **Exhibit "2"**.

c. **County Basin:** means the approximate 56.94-acre area shown in green on the Conceptual Plans (within the 112.5-acre "Southerly Properties"), which for the purposes of clarity, does not include the Re-Routed Basin.

d. **County Drainage System:** means pipes, culverts, vaults, berms, dikes, ditches, levees, and related water control structures constructed for the purpose of regulating, retaining, detaining, controlling, discharging, treating and transporting stormwater waters from the County Basin through the Existing County Easement Area into Sandy Lake.

e. **Emergency Situation:** means any condition that exists, or will imminently exist, which could have or has a material adverse effect on health, safety, permit status or property related to Sandy Lake if not promptly corrected or addressed; such as an unlawful stormwater discharge or flood or similar calamity, or potential permit violation.

f. **Environmental Laws:** means any federal, state and local laws and regulations, judgments, orders and permits governing safety and health and the protection of the environment, as amended from time to time, which are applicable to the County Drainage System, the Sandy Lake Drainage System or Sandy Lake.

g. **Hazardous Substance:** means any substance, material, residue, or waste, including, without limitation, any solid, semi-solid, liquid, or gaseous substance, material, or waste, which is or becomes regulated under any applicable Environmental Law, including, without limitation, any: (i) "petroleum" or "petroleum product" as defined at §376.301(26) and (27),

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Florida Statutes; (ii) asbestos and/or asbestos-containing materials; (iii) polychlorinated biphenyls; (iv) natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel or mixture of natural gas and synthetic gas; (v) “hazardous substance” designated pursuant to §311 of the Clean Water Act, or “pollutants” or “toxic pollutants” listed pursuant to §307 of the Clean Water Act; (vi) “hazardous waste” pursuant to §1004 of the Resource Conservation and Recovery Act or as defined at §403.703(21), Florida Statutes; (vii) “hazardous substance” as defined pursuant to §101 of the Comprehensive Environmental Response, Compensation, and Liability Act, as defined at §403.703(29) or §376.301(17), Florida Statutes, or as listed by the EPA at 40 CFR Part 302; (viii) substances subject to the Emergency Planning and Community Right-to-Know Act of 1986; (ix) “solid waste” as defined at §403.703(13), Florida Statutes; (x) “pesticide” pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act, or pursuant to Chapter 482, Florida Statutes; (xi) materials listed in the United States Department of Transportation Table at 49 CFR § 172.101; (xii) “pollutants” or “pollution” as defined at §403.031(7), Florida Statutes, or §376.031(16) or (17), Florida Statutes, or §376.301(30) or (31), Florida Statutes; (xiii) “contaminant” as defined at §403.031(1), Florida Statutes; (xiv) nuclear or radioactive material pursuant to the Atomic Energy Act of 1954 or the Energy Reorganization Act, or “radioactive waste” as defined at §404.031(14), Florida Statutes; and (xv) any other substance, material, residue, or waste which is regulated pursuant to any Environmental Laws.

h. **Permits:** means any and all applicable governmental approvals, permits or authorizations required in conjunction with the construction, ownership, operation, maintenance or use of the Sandy Lake Drainage System and the County Drainage System, including, but not limited to, all permits required to be obtained from the South Florida Water Management District.

i. **Sandy Lake Drainage System:** means those retention/detention areas, systems and facilities, including culverts, pipes, vaults, drains, ditches, berms, dikes and other water control structures as now exist or are permitted in the future for stormwater discharge into Sandy Lake, and the outfall therefrom, as contemplated under the Stormwater Permits issued by the South Florida Water Management District to Universal, including Individual Environmental Resource Permit No. 48-100218-P issued on April 23, 2018, but excluding the County Drainage System as defined herein.

3. **Grant of Perpetual County Drainage Easement.** Universal hereby grants to the County a perpetual, non-exclusive drainage easement (“**County Drainage Easement**”), over and across the portion of Sandy Lake owned by Universal (as described in **Exhibit “1”**) for the sole purpose of discharge, detention, and retention of stormwater from the County Basin through the County Drainage System onto and within Sandy Lake, subject to the conditions set forth below:

a. Discharges from the County Drainage Easement shall be in accordance with the currently existing flow rates from the County Basin (which excludes any discharges from the Re-Routed Basin). The 25-year/24-hour and 100-year/24-hour storm events’ peak discharge rates from the County Basin shall be based upon the land uses, permits, and drainage systems existing as of the date of this Agreement, as may be legally modified but not enlarged or expanded, from time to time.

**FINAL**

b. County shall not issue permits or otherwise authorize new developments or redevelopments within the County Basin (i) that would increase the stormwater discharges into and within Sandy Lake from the County Basin in excess of the rates established in Section 3a. above, or (ii) that would exceed an impervious surface coverage ratio of 85%. For the purposes hereof, "redevelopment" shall mean any change of use or alteration of the existing improvements on a site that would increase the impervious surface coverage ratio beyond 85%. County shall notify Universal of all permit applications in the County Basin.

c. County shall not discharge, authorize or issue permits allowing others to discharge, stormwater into and within Sandy Lake other than (i) from those properties located in the County Basin, the Enclave Property, and Carrier Drive (through the inlet shown on the Conceptual Plans), and (ii) through the County Drainage System. The County shall not direct or allow the discharge of stormwater into Sandy Lake from any other sources, including the Re-Routed Basin. The County agrees that it has no other rights to drain onto Sandy Lake except as expressly provided herein.

d. County shall not discharge any water, material or other substance into or through Sandy Lake unless the quality thereof shall be in compliance with all applicable Permits and applicable Environmental Laws. The County shall not knowingly conduct any activity or permit the discharge of a Hazardous Substance or any waste onto Sandy Lake that would violate any applicable Permit.

e. County shall conduct routine maintenance and repair on the County Drainage System to ensure all storm pipes and appurtenances are in good working order.

f. This Agreement shall not impair or otherwise affect the County's police powers and eminent domain powers, all of which are expressly retained by the County.

g. The County shall record a copy of this Agreement in the Public Records of Orange County, Florida.

4. **Acknowledgments and Consents.** The City and the Enclave, by execution hereof, hereby acknowledge and consent to the imposition of the County Drainage Easement in accordance with the terms and conditions of this Agreement. The Enclave acknowledges and agrees that the Existing County Easement is in full force and effect. The Parties acknowledge and agree that the County's discharges of stormwater in accordance with this Agreement will be consistent with the intent and meaning of the Existing County Easement, as modified by this Agreement. The Parties also expressly consent to the ability of the "indispensable party" defendants whose properties are located within the County Basin (but not the Re-Routed Basin) to continue to drain stormwater from their respective properties through the County Drainage System into Sandy Lake, in accordance with the terms and conditions of this Agreement.

5. **Maintenance.** County shall maintain the County Drainage System in good repair and condition and in compliance with all Permits and applicable laws and shall not take an action or allow a condition to exist within the County Basin or County Drainage System, which restricts,

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impedes or limits the proper operation of the Sandy Lake Drainage System. Universal shall maintain the portions of the Sandy Lake Drainage System owned by Universal and located on Universal's property, including the outfall. The maintenance obligations herein shall run with the land.

6. **Inspection and Testing.** The County hereby grants to Universal the right to enter upon the Existing County Easement Area to conduct inspections to determine the County's compliance with this Agreement, to conduct any test Universal deems desirable to ensure compliance with this Agreement, and to remedy any non-compliance of this Agreement (subject to the curative rights set forth below). Absent an Emergency Situation, if Universal intends to conduct any intrusive or destructive tests, Universal shall provide the County with five (5) days prior written notice, and upon completion of such tests, shall restore the Existing County Easement Area to the condition it existed prior to such testing; provided, however, that if such testing reveals any non-compliance with this Agreement, Universal may leave the Existing County Easement Area in its tested condition in order to permit the non-compliance to be remedied. If Universal believes that the County has failed to comply with the requirements of this Agreement, or that the County has conducted or permitted a condition to exist within the County Basin which restricts, impedes or limits the proper operation of the Sandy Lake Drainage System, Universal shall provide notice of such condition to the County stating with reasonable particularity the nature of any such condition and the specific provision of this Agreement which has been violated. If the County fails to remedy the situation within thirty (30) days after receipt of such notice, Universal may enter upon the Existing County Easement Area to remedy any such condition; provided, however, should the County commence curative action within said thirty (30) day period, and is reasonably prosecuting such curative action to completion, the time period for such performance shall extend for a reasonable time. In the event of any Emergency Situation, after making a diligent effort to notify the County in writing, Universal may enter the Existing County Easement Area and perform any actions reasonably necessary to temporarily remedy the condition resulting from the Emergency Situation. The County shall reimburse Universal for all reasonable costs of remedial action properly taken in accordance with this Agreement, but not including any costs associated with inspections by Universal, provided Universal supplies the County with all requested back-up documentation.

7. **Relocation and Alteration.** Subject to the below provisions of this paragraph, Universal shall have the right, at its sole expense and consistent with applicable laws, rules and regulations, to withdraw any portion of Sandy Lake owned by Universal from this Agreement, or modify, alter, reconfigure, realign, substitute or join with other retention or detention areas and otherwise relocate any part or portions of the Sandy Lake Drainage System, including any facilities located in the Existing County Easement Area or the County Drainage Easement, provided that:

a. Such action does not (i) cause a material interruption in stormwater drainage from the County Drainage System, or (ii) reduce the ability of Sandy Lake to accept the quantity of allowable water under Section 3a. hereof, unless replaced with a substitute system to accommodate discharges from the County in the amount set forth in Section 3a. hereof.



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b. Universal shall be required to provide the County with a complete set of plans for the proposed action at least thirty (30) days prior to any work related thereto.

c. Universal shall obtain all Permits and approvals, or modifications thereto, in conjunction with such action and the County, to the extent permitted by law, agrees to cooperate in good faith at all times to permit and allow Universal to effectuate any such action.

d. All attorney's fees and costs associated with Universal's exercise of its rights pursuant to this Section (other than the County's attorney's fees) shall be borne by Universal.

e. Universal may unilaterally record an instrument in the Public Records to evidence any action taken pursuant to this Agreement. Notwithstanding the preceding sentence, the Parties agree to execute such documents, in recordable form, as reasonably requested by either Party to evidence such modification and/or release of lands.

8. **Reservation.** In addition to Section 7 above, Universal hereby reserves unto itself, its successors and assigns, the right to utilize Universal's portions of Sandy Lake for such other purposes that are not inconsistent with the County's rights hereunder; such reservation shall specifically include, but not be limited to, the right to discharge stormwater from any improvements located on Universal's adjacent lands, the right to grant future easements or other discharge rights to other parties adjacent to, upon, through, under, over or within Sandy Lake, and the right to fill in Universal's portions of Sandy Lake; provided that any such actions shall not (i) cause a material interruption in stormwater drainage from the County Drainage System, (ii) cause the approved FEMA flood stages in Sandy Lake to increase, or (iii) reduce the ability of Sandy Lake to accept the quantity of allowable water under Section 3a. hereof, unless replaced with a substitute system to accommodate discharges from the County in the amount set forth in Section 3a. hereof. All attorney's fees and costs associated with Universal's exercise of its rights pursuant to this Section (other than the County's attorney's fees) shall be borne by Universal.

9. **Indemnity.** To the extent permitted by law, Universal and the County agree to indemnify and hold each other harmless from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys' fees (whether incurred before, during or after trial, or at any appellate level), arising from the indemnitor's exercise of any rights granted by this Agreement, including any violation of Environmental Law. The indemnity set forth herein shall survive the termination of this Agreement.

10. **Injunctive Relief.** In addition to other remedies provided for herein or available under applicable law, the Parties acknowledge that each Party shall suffer irreparable harm if the other Party shall default in the performance of its obligations pursuant to this Agreement, and that such harm cannot adequately be remedied by monetary compensation. Accordingly, each Party agrees that the other Party shall be entitled to injunctive relief to require the other Party's performance pursuant to this Agreement, and each Party waives any defense or claim that the other Party would not be irreparably harmed or that the other Party has not suffered harm that could adequately be monetarily or otherwise compensated. In connection with any action by a Party for

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injunctive relief, specific performance, or similar remedy, each of the Parties hereto waives the requirements for the posting of a bond or other financial security. Notwithstanding the above, nothing herein shall limit any Party's right to pursue any other action available at law.

11. **Enclave Drainage Covenant.** The County hereby covenants and agrees that, other than the discharges from the Enclave Property and Carrier Drive that exist as of the date of this Agreement, as set forth in the Conceptual Plans, it shall not discharge or permit discharge of stormwater into Sandy Lake through, in or under that certain 20-foot drainage easement shown in the Plat of International Cove, according to the plat thereof, as recorded in Plat Book 12, Page 18, of the Public Records of Orange County, Florida, lying north of Carrier Drive, as depicted on **Exhibit "3"** attached hereto and incorporated herein by this reference. The Enclave agrees that it shall not affirmatively grant any additional rights to the County or other third parties to discharge stormwater into Sandy Lake.

12. **Miscellaneous.**

a. **Paragraph Headings.** The paragraph headings herein contained are inserted for convenience of reference only and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provision contained herein.

b. **Singular and Plural Usages.** Whenever used herein, the singular number includes the plural, the plural includes the singular, and the use of any gender includes all genders.

c. **Construction of Agreement.** The fact that one of the Parties may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such Party.

d. **Waiver.** The waiver by any Party of any single breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant, or condition of this Agreement shall be deemed to have been waived by a Party, unless such waiver is in writing signed by such Party. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

e. **Assignment.** No Party shall assign or transfer any interest in this Agreement without the prior written consent of all of the other Parties, other than to the successors in interest to their respective properties. The terms hereof shall run with the land and be binding upon each Party and their respective heirs, successors or assigns.

f. **Setoff.** No Party shall have the right to set off any amounts due to the other Party under this Agreement against any other amounts due or alleged due to the other Party whatsoever.

**FINAL**

g. **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee or joint venture partner between or among the Parties.

h. **Severability.** If any term or provision of this Agreement, or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to the Parties, or any circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

i. **Entire Agreement/Modification.** The Parties agree that this Agreement, together with the Parties' Settlement Agreement and the Settlement Documents defined in the Settlement Agreement, set forth the entire agreement and understanding among the Parties with regard to the specific matters addressed herein and supersede all prior negotiations, representations, understandings or agreements, whether oral or written, among the Parties or made by third parties to any Party relating to the subject matter hereof, and there are no promises, covenants, agreements, representations, warranties or understandings among the Parties other than those stated herein or in any of the other agreements contemplated hereby, whether such agreements are executed simultaneously herewith or at a future date related to the subject matter hereof. This Agreement may be amended, modified or terminated at any time by the mutual written agreement of all Parties.

j. **Attorneys' Fees and Costs.** Each Party shall bear its own attorney's fees, expert fees and the other costs in connection with the negotiation, preparation and execution of this Agreement and the Settlement Documents.

k. **Absence of Third Party Beneficiary Rights.** No provision of this Agreement is intended or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any client, customer, affiliate, shareholder, partner, officer, director, employee, or agent of any Party, or in any other person (including the "indispensable party" defendants), unless specifically provided otherwise herein, and, except as so provided, all terms and provisions hereof shall be personal solely between the Parties to this Agreement.

l. **Governing Law/Venue/Jurisdiction.** This Agreement is to be governed by and construed and enforced in accordance with the internal laws of the State of Florida. The sole and exclusive jurisdiction and venue for any disputes arising out of or related to this Agreement shall be in the Circuit Court in and for the Ninth Judicial Circuit, Orange County, Florida, or the United States District Court, Middle District of Florida, Orlando Division. TO THE FULLEST EXTENT PERMITTED BY LAW EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT.

m. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any Party whose signature

**FINAL**

appears thereon, and all of which together shall constitute one and the same Agreement. Facsimile copies of the signatures required below shall be treated with the same effect as original signatures.

n. **Further Assurances.** From time to time, as and when requested by any Party hereto (or any governmental authority), the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other Party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

o. **Notices.** Whenever any Party hereto desires or is required to give any notice, demand, consent, approval, satisfaction, or request with respect to this Agreement, each such communication shall be sent by personal service (which shall include delivery by delivery service, over-night delivery service, telecopy, or telefax), or mailed, by United States certified mail, postage prepaid, and addressed as set forth below (or to such other address as either Party may designate in writing from time to time) and, if not sooner received, shall be deemed received five (5) days later if by mail or two (2) days later if by personal service:

If to Universal:            UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.  
1000 Universal Studios Plaza  
Orlando, Florida 32819-7610  
Attention: Executive Vice President and Chief  
Administrative Officer

with a copy to:            Universal City Development Partners, Ltd.  
1000 Universal Studios Plaza  
Orlando, Florida 32819-7610  
Attention: General Counsel, UPR

and:                            Latham, Shuker, Eden & Beaudine, LLP  
111 North Magnolia Avenue, Suite 1400  
Orlando, Florida 32801  
Attention: Peter G. Latham, Esq.

If to County:                BOARD OF COUNTY COMMISSIONERS OF ORANGE  
COUNTY, FLORIDA  
201 South Rosalind Avenue  
Orlando, Florida 32801  
Attention: County Administrator

If to City:                    CITY OF ORLANDO  
400 South Orange Avenue  
Orlando, Florida, 32801  
Attention: City Attorney

If to Enclave:              THE ENCLAVE AT ORLANDO CONDOMINIUM  
ASSOCIATION, INC.

**FINAL**

Forster Boughman & Lefkowitz  
2200 Lucien Way, Suite 405  
Maitland, FL 32751  
Attn: James E. Shepherd, Esq.

13. **Exhibits.** The following exhibits are attached to this Agreement and are incorporated herein and shall be deemed to be an integral part of this Agreement:

Exhibit "1" Sandy Lake  
Exhibit "2" Conceptual Plans  
Exhibit "3" Depiction of 20-Foot Easement

**[Remainder of Page Intentionally Left Blank]**

**FINAL**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

**WITNESSES:**

**UNIVERSAL:**

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.  
a Florida limited partnership

By: Universal City Florida Holding Co. II  
its General Partner

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

By: Universal City Property Management II LLC  
its General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by, \_\_\_\_\_, as \_\_\_\_\_ of Universal City Property Management II LLC, a Delaware limited liability company, as general partner of Universal City Florida Holding Co. II, a Florida general partnership, as general partner of, and on behalf of, Universal City Development Partners, Ltd., a Florida limited partnership, who is either personally known to me or who provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

(NOTARIAL SEAL)

**FINAL**

**COUNTY:**

**ORANGE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

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**JOINDER FOR THE PURPOSES OF SECTIONS 4 AND 11 ONLY:**

**ENCLAVE:**

ENCLAVE AT ORLANDO CONDOMINIUM  
ASSOCIATION, INC., a Florida not for profit  
corporation

Witnesses:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_, on behalf of The Enclave At Orlando Condominium Association, Inc., a Florida not-for-profit corporation, who is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(AFFIX NOTARY SEAL)



**FINAL**

**JOINDER FOR THE PURPOSES OF SECTION 4 ONLY:**

**Witnesses:**

**CITY:**

**CITY OF ORLANDO**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of the City of Orlando, a Florida municipal corporation, who is either personally known to me or who provided \_\_\_\_\_ as identification, and who acknowledged to and before me that he/she executed the foregoing instrument freely and voluntarily on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(AFFIX NOTARY SEAL)

**EXHIBIT "1" TO DRAINAGE EASEMENT**  
**DESCRIPTION OF UNIVERSAL'S PORTION OF SANDY LAKE**

**UNIVERSAL PORTION:**

BEGIN AT THE NORTHWEST CORNER OF LOT 1 FLORIDA CENTER INTERNATIONAL DRIVE COMMERCIAL AREA NO. 9, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGES 7 & 8, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND RUN THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF INTERNATIONAL DRIVE ACCORDING TO THE PLAT OF MAJOR CENTER UNIT TWO, RECORDED IN PLAT BOOK 3, PAGES 147 & 148, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND SAID FLORIDA CENTER INTERNATIONAL DRIVE COMMERCIAL AREA NO. 9, PLAT, THE FOLLOWING THREE (3) COURSES: (1) N60°11'14"E A DISTANCE OF 503.80 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING THE FOLLOWING ELEMENTS: RADIUS = 609.82 FEET, DELTA = 28°58'13", CHORD LENGTH = 305.07 FEET, CHORD BEARING = N74°40'22"E. (2) THENCE ALONG SAID CURVE AN ARC DISTANCE OF 308.34 FEET; (3) N89°09'28"E A DISTANCE OF 105.02 FEET TO A POINT ON THE WEST RIGHT OF WAY OF UNIVERSAL BOULEVARD (PLATTED AS REPUBLIC DRIVE), ALSO BEING THE EAST BOUNDARY OF LOT 1 ON SAID FLORIDA CENTER INTERNATIONAL DRIVE COMMERCIAL AREA NO. 9, PLAT, THE FOLLOWING SIX (6) COURSES: (1) S45°50'26"E A DISTANCE OF 31.44 FEET; (2) S00°50'32"E A DISTANCE OF 362.77 FEET; (3) N89°09'28"E A DISTANCE OF 5.28 FEET TO A RADIAL POINT ON A CURVE CONCAVE TO THE EAST HAVING THE FOLLOWING ELEMENTS: RADIUS = 620.46, DELTA = 18°00'00", CHORD LENGTH = 194.12 FEET, CHORD BEARING = S09°50'32"E; (4) RUN THENCE ALONG SAID CURVE NON TANGENT TO THE PREVIOUS COURSE AN ARC DISTANCE OF 194.92 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE HAVING THE FOLLOWING ELEMENTS: RADIUS = 1064.61 FEET, DELTA = 44°20'44", CHORD LENGTH = 803.57 FEET, CHORD BEARING = S03°19'50"W; (5) RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 823.98 FEET; (6) S25°30'12"W A DISTANCE OF 162.45 FEET; CONTINUE THENCE ALONG THE WESTERN RIGHT OF WAY OF UNIVERSAL BOULEVARD (PLATTED AS REPUBLIC DRIVE) ACCORDING TO THE PLAT OF FLORIDA CENTER REPUBLIC DRIVE – INDUSTRIAL COMMERCIAL PARK –PLAT-3, AS RECORDED IN PLAT BOOK 9, PAGE 128, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THE FOLLOWING TWO (2) COURSES: (1) S25°30'12"W A DISTANCE OF 84.38 FEET TO A POINT ON A CURVE TO THE LEFT HAVING THE FOLLOWING ELEMENTS: RADIUS = 914.30 FEET, DELTA = 6°31'53", CHORD LENGTH = 104.17 FEET, CHORD BEARING = S22°14'15"W; (2) RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 104.23 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ALSO BEING THE SOUTH LINE OF THE SANDY LAKE EASEMENT AREA ACCORDING TO THE PLAT OF FLORIDA CENTER UNIT 18, RECORDED IN PLAT BOOK 6, PAGES 103 & 104, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; RUN THENCE ALONG THE SOUTH AND WEST BOUNDARY OF SAID SANDY LAKE EASEMENT THE FOLLOWING NINE (9) COURSES: (1) S89°36'46"W A DISTANCE OF 1044.56 FEET; (2) N53°38'14"W A DISTANCE OF 120.21 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING THE FOLLOWING ELEMENTS: RADIUS = 126.59 FEET, DELTA = 85°01'15", CHORD LENGTH

= 171.08 FEET, CHORD BEARING = N11°07'20"W; (3) RUN THENCE ALONG SAID CURVE AN ARC DISTANCE OF 187.85 FEET TO A POINT OF COMPOUND CURVATURE ON A CURVE HAVING THE FOLLOWING ELEMENTS: RADIUS = 126.59 FEET, DELTA = 6°29'54", CHORD LENGTH = 14.35 FEET, CHORD BEARING = N34°38'15"E; (4) THENCE ALONG SAID CURVE AN ARC DISTANCE OF 14.36 FEET; (5) N37°53'12"E A DISTANCE OF 230.51 FEET; (6) N35°20'49"E A DISTANCE OF 408.29 FEET; (7) N58°27'13"E A DISTANCE OF 186.09 FEET; (8) N60°52'50"E A DISTANCE OF 168.74 FEET; (9) N59°35'08"E A DISTANCE OF 11.69 FEET TO THE WEST BOUNDARY OF SAID LOT 1; THENCE N29°31'00"W ALONG SAID WEST BOUNDARY A DISTANCE OF 483.04 FEET TO THE POINT OF BEGINNING.

**LESS AND EXCEPT (FROM THE UNIVERSAL PORTION):**

LOT 1 OF UNIVERSAL PROJECT 566, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK [ ] PAGE [ ] OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALSO BEING DESCRIBED AS FOLLOWS:

DESCRIPTION:

That part of Lot 1, FLORIDA CENTER INTERNATIONAL DRIVE-COMMERCIAL AREA PLAT NO. 9, according to the plat thereof, as recorded in Plat Book 10, Pages 7 and 8, Public Records of Orange County, Florida, and Lift Station, MAJOR CENTER UNIT 2, according to the plat thereof, as recorded in Plat Book 3, Pages 147 and 148, of the Public Records of Orange County, Florida, described as follows:

BEGIN at the Northwest corner of said Lot 1, FLORIDA CENTER INTERNATIONAL DRIVE-COMMERCIAL AREA PLAT NO. 9; thence run S29°30'27"E along the West line of said Lot 1, for a distance of 483.04 feet to the North line of a Drainage Easement Area, as shown on said FLORIDA CENTER INTERNATIONAL DRIVE-COMMERCIAL AREA PLAT NO. 9; thence departing said West line, run N59°30'57"E along said North line, 31.84 feet to a point on a non-tangent curve concave Northerly having a radius of 47.89 feet and a chord bearing of N84°34'33"E; thence departing said North line, run Easterly along the arc of said curve through a central angle of 40°25'33" for a distance of 33.79 feet to a non-tangent line; thence N64°03'07"E, 174.45 feet to the point of curvature of a curve concave Southerly having a radius of 243.11 feet and a chord bearing of S73°20'37"E; thence Easterly along the arc of said curve through a central angle of 85°12'32" for a distance of 361.55 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 258.89 feet and a chord bearing of S42°42'59"E; thence Southeasterly along the arc of said curve through a central angle of 23°57'17" for a distance of 108.24 feet to a non-tangent curve concave Northeasterly having a radius of 53.50 feet and a chord bearing of S35°55'03"E; thence Southeasterly along the arc of said curve through a central angle of 28°50'38" for a distance of 26.93 feet to the point of reverse curvature of a curve concave Westerly having a radius of 21.50 feet and a chord bearing of S11°19'28"E; thence Southerly along the arc of said curve through a central angle of 78°01'50" for a distance of 29.28 feet to a non-tangent curve concave Easterly having a radius of 127.54 feet and a chord bearing of S02°07'06"W; thence Southerly along the arc of said curve through a central angle of 68°26'54" for a distance of 152.36 feet to a non-tangent curve concave Westerly having a radius of 41.50 feet and a chord bearing of S20°25'32"E; thence Southerly along the arc of said curve through a central angle of

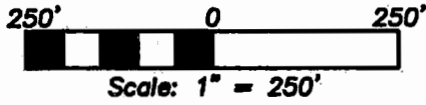
23°44'32" for a distance of 17.20 feet to the point of tangency; thence S08°33'16"E, 2.41 feet to the point of curvature of a curve concave Easterly having a radius of 58.50 feet and a chord bearing of S20°48'18"E; thence Southerly along the arc of said curve through a central angle of 24°30'04" for a distance of 25.02 feet to a non-tangent curve concave Northeasterly having a radius of 58.50 feet and a chord bearing of S43°18'32"E; thence Southeasterly along the arc of said curve through a central angle of 51°04'00" for a distance of 52.14 feet to the point of tangency; thence S68°50'32"E, 35.54 feet to the East line of aforesaid Lot 1, and a non-tangent curve concave Westerly having a radius of 1064.61 feet and a chord bearing of N04°10'32"W; thence run along said East line the following courses and distances: Northerly along the arc of said curve through a central angle of 29°18'55" for a distance of 544.70 feet to the point of reverse curvature of a curve concave Easterly having a radius of 620.46 feet and a chord bearing of N09°49'59"W; thence Northerly along the arc of said curve through a central angle of 18°00'00" for a distance of 194.92 feet to a radial line; thence S89°10'01"W along said radial line, 5.28 feet; thence N00°49'59"W, 362.77 feet; thence N45°49'53"W, 31.44 feet to the North line of aforesaid Lot 1; thence departing said East line, run along said North line the following courses and distances: S89°10'01"W, 105.03 feet to the point of curvature of a curve concave Southerly having a radius of 609.82 feet and a chord bearing of S74°40'55"W; thence Westerly along the arc of said curve through a central angle of 28°58'12" for a distance of 308.34 feet to the point of tangency; thence S60°11'49"W, 503.80 feet to the POINT OF BEGINNING.

Containing 11.790 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

**AND LESS AND EXCEPT (FROM THE UNIVERSAL PORTION):**

Florida Center – International Drive Commercial Area Plat 10, according to the Plat thereof as recorded in Plat Book 18, Page 127, of the Public Records of Orange County, Florida.

# EXHIBIT



### LEGEND

PG(S) PAGE(S)  
PB PLAT BOOK

PROPOSED  
LOT 1  
UNIVERSAL PROJECT 566  
PB — PGS —

LOT 1  
INVESTMENT PARTNERS  
OF ORLANDO, INC  
PLAT BOOK 38, PG 120

LOT 3  
FLORIDA CENTER UNIT 18  
PLAT BOOK 9,  
PGS 103-104

LOT 2  
FLORIDA CENTER  
INTERNATIONAL DRIVE  
COMMERCIAL AREA NO. 7  
PLAT BOOK 8, PG 128

LOT 1  
FLORIDA CENTER  
INTERNATIONAL DRIVE  
COMMERCIAL AREA NO. 5  
PLAT BOOK 7, PGS 140-141

LOT 1  
MAAL PLAZA  
PLAT BOOK 38, PG 119

LOT 5  
FLORIDA CENTER  
INTERNATIONAL DRIVE  
COMMERCIAL AREA NO. 5  
PLAT BOOK 7, PGS 140-141

LOT 1  
FLORIDA CENTER UNIT 18  
PLAT BOOK 6, PGS 103-104

LOT 1  
FLORIDA CENTER  
INTERNATIONAL DRIVE  
COMMERCIAL AREA PLAT 10  
PLAT BOOK 18, PG 127

UNIVERSAL'S PORTION  
OF SANDY LAKE

UNIVERSAL  
BOULEVARD

INTERNATIONAL DRIVE

PREPARED FOR:  
**UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**

DRAINAGE EASEMENT AGREEMENT EXHIBIT



**DONALD W. McINTOSH ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYORS  
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
CERTIFICATE OF AUTHORIZATION NO. LB68

- This Exhibit does not depict any easements of record that may be within or adjoining the lands shown hereon.
- This is not a survey.
- Drainage Easement Agreement Area based on information provided by Client.

|                      |                        |                      |                      |                |
|----------------------|------------------------|----------------------|----------------------|----------------|
| DRAWN BY: <u>RTS</u> | CHECKED BY: <u>RTS</u> | JOB NO. <u>16197</u> | SCALE <u>1"=250'</u> | SHEET <u>1</u> |
| DATE: <u>11/2018</u> | DATE: <u>11/2018</u>   |                      |                      | OF <u>1</u>    |



**2**  
SHEET

**INTERNATIONAL CENTER  
CONCEPTUAL SITE PLAN IMPROVEMENTS  
ORANGE COUNTY, FLORIDA**

**ORANGE COUNTY  
PLANNING  
DEPARTMENT**

**LEGEND**

- EXISTING
- PROPOSED
- CONCEPTUAL
- IMPROVEMENTS

**SCALE**

**DATE**

**BY**

**APP'D**

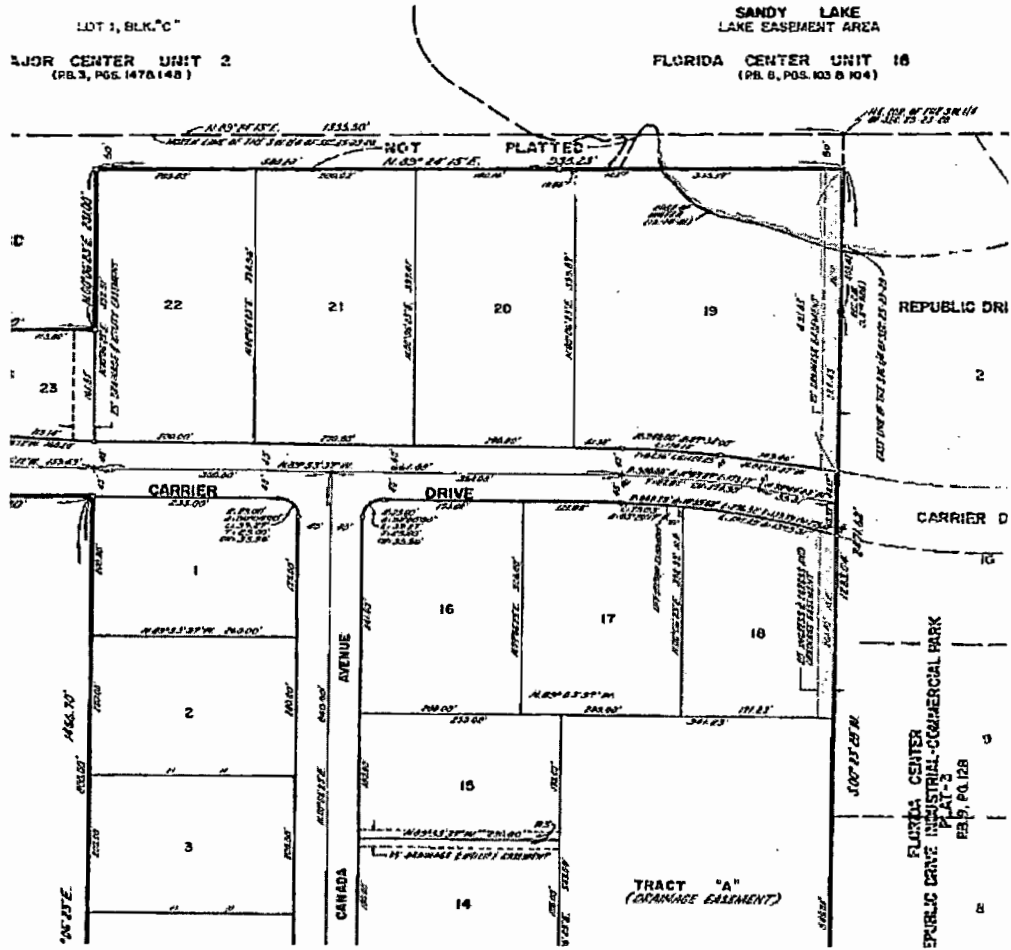
**DATE**

FINAL

**EXHIBIT "3" TO DRAINAGE EASEMENT**  
**Enclave Easement**

**INTERNATIONAL COVE**  
SECTION 25, TOWNSHIP 23 SOUTH, RANGE 28 EAST  
ORANGE COUNTY, FLORIDA

SEE THE ENCLAVE AT ALLANDO, COND 15 PAGE 89, REPLAY OF LOT 19 LESS THE WEST 25 FEET.  
SEE THE ENCLAVE AT ALLANDO, COND 14 PAGE 38, REPLAYING A PORTION OF THE



**FINAL**

**EXHIBIT C**  
**MOTION FOR ABATEMENT**



FINAL

**EXHIBIT C**

IN THE CIRCUIT COURT OF THE  
NINTH JUDICIAL CIRCUIT, IN AND  
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2015-CA-8188-O

UNIVERSAL STUDIOS WATER  
PARKS FLORIDA LLC, a Florida  
limited liability company,

Plaintiff,

vs.

THE ENCLAVE AT ORLANDO  
CONDOMINIUM ASSOCIATION,  
INC., a Florida non-profit corporation,  
and ORANGE COUNTY, FLORIDA, a  
subdivision of the State of Florida, et al.,

Defendants.

---

**JOINT MOTION AND ORDER FOR ABATEMENT**

This Joint Motion for Abatement (“Joint Motion”) is made by and among Plaintiff, Universal City Development Partners, Ltd. (“UCDP”), as successor in interest to Universal Studios Water Parks Florida LLC (“USWPF”), Defendants, Orange County, Florida (“Orange County” or the “County”), and The Enclave at Orlando Condominium Association, Inc. (the “Enclave”), and Third Party Defendant, the City of Orlando (“City of Orlando” or the “City”) (together, these four parties are hereinafter referred to as the “Principal Parties”), with notice and opportunity to be heard given to the thirty-eight “Southerly Property Owners” identified by the Court as indispensable parties and joined herein as additional defendants. The Principal Parties hereby stipulate and move as follows:

**FINAL**

**WHEREAS**, on September 2, 2015, USWPF instituted litigation against Orange County and the Enclave in the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida, pending as Case No. 2015-CA-008188-O (the “Lawsuit”);

**WHEREAS**, in the Lawsuit, UCDP alleges that the drainage of storm water by Orange County and the Enclave into Sandy Lake has harmed Sandy Lake and damaged UCDP’s property interests;

**WHEREAS**, Orange County and the Enclave deny any liability or damages in the Lawsuit and allege that they have the legal right to drain storm water into Sandy Lake;

**WHEREAS**, the City has a pending Motion to Dismiss in this matter and does not, by virtue of executing this Joint Motion or being referred to herein as a “Principal Party,” withdraw or waive its Motion or any defenses to the County’s Third Party Complaint;

**WHEREAS**, beginning on January 9, 2018, representatives from UCDP, the County and the City have discussed, among other things, a conceptual plan (the “Conceptual Plan”) whereby the storm water that is currently draining into Sandy Lake from “Tract A,” owned by International Cove Owners Association, Inc., would be diverted east along Carrier Drive to Kirkman Road within the jurisdiction of the City;

**WHEREAS**, UCDP, the County and the City agreed to work together to study and develop the Conceptual Plan as a possible solution for the storm water drainage problems at issue in the Lawsuit, which could lead to a resolution of the Lawsuit;

**WHEREAS**, the Principal Parties (including the Enclave by Joinder) entered into, and on March 26, 2018 the Court approved, a Joint Stipulation and Order for Abatement and Extension of Case Management Order Deadlines (the “March 26, 2018 Order”);

**FINAL**

**WHEREAS**, the Term of the abatement and extension of deadlines, as set forth in the March 26, 2018 Order, expired on May 10, 2018;

**WHEREAS**, the Principal Parties (including the Enclave by Joinder) entered into, and on May 24, 2018 the Court approved, a Joint Stipulation and Order for Additional Abatement and Extension of Case Management Order Deadlines (the “May 24, 2018 Order”);

**WHEREAS**, the Term of the abatement and extension of deadlines, as set forth in the May 24, 2018 Order, was extended from May 10, 2018, until June 11, 2018;

**WHEREAS**, on August 22, 2018, the Court entered an Amended Uniform Order Setting Case for Non-Jury Trial; Pre-Trial Conference and Requiring Pretrial Matters to be Completed (the “Amended Case Management Order”);

**WHEREAS**, UCDP, the County and the City have entered into a Settlement Agreement pursuant to which, among other things, said parties will jointly pursue the development and implementation of the Conceptual Plan;

**WHEREAS**, under the parties’ Settlement Agreement, the successful issuance of all permits and approvals necessary for the development and implementation of the Conceptual Plan will lead to (among other things) the dismissal of the Lawsuit as to all claims and all parties with prejudice; and

**WHEREAS**, in order to effectuate the Settlement Agreement, the Principal Parties have agreed to abate the Lawsuit pending the issuance of all permits and approvals necessary for the development and implementation of the Conceptual Plan.

**WHEREFORE**, in consideration of the mutual covenants contained herein, the Principal Parties hereby agree and move as follows:

**FINAL**

1. The Lawsuit, including all deadlines under the Amended Case Management Order, shall be abated until further Order of the Court. In addition, the Lawsuit shall be removed from the two-week trial docket beginning on July 8, 2019.

2. No later than April 1, 2019, the Principal Parties shall jointly file a Status Report setting forth the status of the permits and approvals needed for the development and implementation of the Conceptual Plan, and an estimate as to when such permits and approvals will be issued.

3. Absent an earlier dismissal of the Lawsuit, the Principal Parties shall coordinate and schedule a Status Conference to be held before the Court no later than July 15, 2019.

4. The Principal Parties may appear before the Court at any time during the Court's short matters hearing time to raise any issues regarding this abatement or the Settlement Agreement.

5. Within five (5) business days after the execution and filing of this Joint Motion, the Principal Parties shall submit this Joint Motion to the Court for approval after giving three (3) business days' notice of same for a short matters hearing to all parties of record in the Lawsuit.

**IT IS SO STIPULATED AND MOVED** this \_\_\_\_ day of \_\_\_\_\_, 2019:

/s/ Michael J. Beaudine  
Michael J. Beaudine, Esq.  
Florida Bar No. 0772763  
[beaudine@lseblaw.com](mailto:beaudine@lseblaw.com)  
LATHAM, SHUKER, EDEN &  
BEAUDINE, LLP  
111 N. Magnolia Ave., Suite 1400  
Orlando, Florida 32801  
Telephone: (407) 481-5800  
Facsimile: (407) 481-5801

*Attorney for Plaintiff*

FINAL

/s/ Scott R. McHenry  
Scott R. McHenry, Esq.  
Florida Bar No. 501182  
([Scott.McHenry@ocfl.net](mailto:Scott.McHenry@ocfl.net))  
Orange County Attorney's Office  
201 South Rosalind Avenue, 3<sup>rd</sup> Floor,  
Orlando, FL 32801-3527  
Telephone: 407-836-7320

*Attorney for Defendant Orange County,  
Florida*

/s/ Roy Payne  
Roy K. Payne, Esq.  
Florida Bar No. 773311  
[pleadings@cityoforlando.net](mailto:pleadings@cityoforlando.net)  
Chief Assistant City Attorney  
City of Orlando  
P.O. Box 4990, 3<sup>rd</sup> Floor  
Orlando, FL 32802-4990  
Telephone: (407) 246-2295

*Attorney for Third Party Defendant  
City of Orlando*

/s/ James E. Shepherd  
James E. Shepherd, Esq.  
Florida Bar No. 947873  
[Shepherd@forsterboughman.com](mailto:Shepherd@forsterboughman.com)  
Forster Boughman Lefkowitz, & Lowe  
2200 Lucien Way, Suite 405  
Maitland, FL 32751  
Telephone: 407-255-2055  
Facsimile: 407-965-5327

*Attorney for Defendant The Enclave At Orlando  
Condominium Association, Inc.*

**FINAL**

**ORDER GRANTING JOINT MOTION FOR ABATEMENT**

**IT IS SO ORDERED AND ADJUDGED:**

1. The foregoing Joint Motion is hereby approved and GRANTED.
2. This case is hereby abated pending further Order of the Court. In addition, this case is hereby removed from the two-week trial docket beginning on July 8, 2019.
3. The parties shall comply with the terms of the Joint Motion as set forth above.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Patricia L. Strowbridge  
Circuit Court Judge

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on \_\_\_\_\_, 2019, I filed a true and correct copy of the foregoing via the Florida Courts e-Filing Portal, which will send a copy via email to all counsel of record.

\_\_\_\_\_  
Judicial Assistant/Attorney

**FINAL**

**EXHIBIT D**

**STIPULATION FOR DISMISSAL**

FINAL

**EXHIBIT D**

IN THE CIRCUIT COURT OF THE  
NINTH JUDICIAL CIRCUIT, IN AND  
FOR ORANGE COUNTY, FLORIDA

CASE NO.: 2015-CA-8188-O

UNIVERSAL STUDIOS WATER  
PARKS FLORIDA LLC, a Florida  
limited liability company,

Plaintiff,

vs.

THE ENCLAVE AT ORLANDO  
CONDOMINIUM ASSOCIATION,  
INC., a Florida non-profit corporation,  
and ORANGE COUNTY, FLORIDA, a  
subdivision of the State of Florida, et al.,

Defendants.

---

**STIPULATION FOR DISMISSAL AND FINAL ORDER  
OF DISMISSAL WITH PREJUDICE**

Plaintiff, UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD., a Florida limited partnership (“UCDP”), as successor in interest to Universal Studios Water Parks Florida LLC, and Defendants, ORANGE COUNTY, FLORIDA, a subdivision of the State of Florida (“Orange County”), and THE ENCLAVE AT ORLANDO CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation (the “Enclave”), and Third Party Defendant, the CITY OF ORLANDO (“City of Orlando”), by and through their respective undersigned counsel, hereby stipulate, pursuant to Rule 1.420(a), Fla. R. Civ. P., and in accordance with a Settlement Agreement dated \_\_\_\_\_, 2019 (the “Settlement Agreement”), as follows:



**FINAL**

1. Plaintiff UCDP voluntarily dismisses the claims in its Amended Complaint, in their entirety, against Defendants Orange County, the Enclave, and the thirty-eight "Southerly Property Defendants" identified by the Court as indispensable parties and joined herein as additional Defendants, with prejudice.

2. Defendant Orange County voluntarily dismisses the claims in its Counterclaim, in their entirety, against Plaintiff UCDP, with prejudice.

3. Third Party Plaintiff, Orange County, voluntarily dismisses the claims in its Third Party Complaint, in their entirety, against Third Party Defendant, the City of Orlando, with prejudice.

4. The parties agree that notwithstanding the dismissal of their respective claims with prejudice, the Court shall retain jurisdiction in order to enforce the terms of the Settlement Agreement and the Settlement Documents (as defined in the Settlement Agreement), as may be necessary.

5. The parties agree to bear their own attorneys' fees and costs incurred in this action.

**IT IS SO STIPULATED** this \_\_\_\_ day of \_\_\_\_\_, 2019:

/s/ Michael J. Beaudine

Michael J. Beaudine, Esq.

Florida Bar No. 0772763

[beaudine@lseblaw.com](mailto:beaudine@lseblaw.com)

LATHAM, SHUKER, EDEN &

BEAUDINE, LLP

111 N. Magnolia Ave., Suite 1400

Orlando, Florida 32801

Telephone: (407) 481-5800

Facsimile: (407) 481-5801

*Attorney for Plaintiff*

FINAL

/s/ Scott R. McHenry  
Scott R. McHenry, Esq.  
Florida Bar No. 501182  
([Scott.McHenry@ocfl.net](mailto:Scott.McHenry@ocfl.net))  
Orange County Attorney's Office  
201 South Rosalind Avenue, 3<sup>rd</sup> Floor,  
Orlando, FL 32801-3527  
Telephone: 407-836-7320

*Attorney for Defendant Orange County,  
Florida*

/s/ Roy Payne  
Roy K. Payne, Esq.  
Florida Bar No. 773311  
[pleadings@cityoforlando.net](mailto:pleadings@cityoforlando.net)  
Chief Assistant City Attorney  
City of Orlando  
P.O. Box 4990, 3<sup>rd</sup> Floor  
Orlando, FL 32802-4990  
Telephone: (407) 246-2295

*Attorney for Third Party Defendant  
City of Orlando*

/s/ James E. Shepherd  
James E. Shepherd, Esq.  
Florida Bar No. 947873  
[Shepherd@forsterboughman.com](mailto:Shepherd@forsterboughman.com)  
Forster Boughman Lefkowitz, & Lowe  
2200 Lucien Way, Suite 405  
Maitland, FL 32751  
Telephone: 407-255-2055  
Facsimile: 407-965-5327

*Attorney for Defendant The Enclave At Orlando  
Condominium Association, Inc.*

**FINAL**

**FINAL ORDER OF DISMISSAL WITH PREJUDICE**

**IT IS SO ORDERED AND ADJUDGED:**

1. The foregoing Stipulation is hereby approved and adopted. Based on said Stipulation, all claims asserted in Plaintiff UCDP's Amended Complaint, Defendant Orange County's Counterclaim, and Third Party Plaintiff Orange County's Third Party Complaint are hereby dismissed with prejudice.

2. All claims by any party to this action are otherwise dismissed in their entirety.

3. All of the parties shall bear their own attorneys' fees and costs incurred in this action.

4. The Court expressly reserves and retains jurisdiction in order to enforce the terms of the parties' Settlement Agreement and the Settlement Documents (as defined in the Settlement Agreement), as may be necessary.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
Patricia L. Strowbridge  
Circuit Court Judge

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on \_\_\_\_\_, 2019, I filed a true and correct copy of the foregoing via the Florida Courts e-Filing Portal, which will send a copy via email to all counsel of record.

\_\_\_\_\_  
Judicial Assistant/Attorney

**FINAL**

**EXHIBIT E**  
**LICENSE AGREEMENT**

FINAL

## EXHIBIT E

### LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 2019, by and between UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD., a Florida limited partnership ("Universal"), with an address of 1000 Universal Studios Plaza, Orlando, Florida 32819, and THE ENCLAVE AT ORLANDO CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation governed under Chapter 718, Florida Statutes ("Enclave"), with an address of 7055 S. Kirkman Road, Suite 118, Orlando, Florida 32819. The Enclave and Universal may sometimes be individually referred to as a "Party" or collectively as the "Parties".

WHEREAS, Universal and the Enclave both own property that is adjacent to a body of water known as "Sandy Lake" and each party owns a portion of Sandy Lake. The boundary lines showing the portions of Sandy Lake owned by Universal and the Enclave are shown on the survey attached hereto as Exhibit "1";

WHEREAS, the Enclave has constructed a gazebo on the portion of Sandy Lake owned by the Enclave;

WHEREAS, it appears that a portion of the gazebo and the fill dirt used to support the gazebo encroaches onto the portion of Sandy Lake owned by Universal;

WHEREAS, a dispute has arisen between Universal and Enclave regarding, among other matters, the encroachment of the gazebo, which dispute is described in Case No. 2015-CA-8188-O; and

WHEREAS, as part of the settlement to the dispute, Universal has agreed to provide the Enclave with a license for the encroachments on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein provided and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

a. **Enclave Property:** means Lots 19-22, INTERNATIONAL COVE, according to the Plat thereof as recorded in Plat Book 12, Page 18, of the Public Records of Orange County, Florida.

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b. **Encroachments:** means earth fill and vegetation as well as the Enclave's existing wood deck, gazebo and associated improvements (the "Gazebo") encroaching across the northly boundary of the Enclave Property onto Sandy Lake, as shown on the Survey.

c. **Environmental Law:** means any federal, state and local laws and regulations, judgments, orders and permits governing safety and health and the protection of the environment, as amended from time to time.

d. **Hazardous Substance:** means any substance, material, residue, or waste, including, without limitation, any solid, semi-solid, liquid, or gaseous substance, material, or waste, which is or becomes regulated under any applicable Environmental Law, including, without limitation, any: (i) "petroleum" or "petroleum product" as defined at §376.301(26) and (27), Florida Statutes; (ii) asbestos and/or asbestos-containing materials; (iii) polychlorinated biphenyls; (iv) natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel or mixture of natural gas and synthetic gas; (v) "hazardous substance" designated pursuant to §311 of the Clean Water Act, or "pollutants" or "toxic pollutants" listed pursuant to §307 of the Clean Water Act; (vi) "hazardous waste" pursuant to §1004 of the Resource Conservation and Recovery Act or as defined at §403.703(21), Florida Statutes; (vii) "hazardous substance" as defined pursuant to §101 of the Comprehensive Environmental Response, Compensation, and Liability Act, as defined at §403.703(29) or §376.301(17), Florida Statutes, or as listed by the EPA at 40 CFR Part 302; (viii) substances subject to the Emergency Planning and Community Right-to-Know Act of 1986; (ix) "solid waste" as defined at §403.703(13), Florida Statutes; (x) "pesticide" pursuant to the Federal Insecticide, Fungicide, and Rodenticide Act, or pursuant to Chapter 482, Florida Statutes; (xi) materials listed in the United States Department of Transportation Table at 49 CFR § 172.101; (xii) "pollutants" or "pollution" as defined at §403.031(7), Florida Statutes, or §376.031(16) or (17), Florida Statutes, or §376.301(30) or (31), Florida Statutes; (xiii) "contaminant" as defined at §403.031(1), Florida Statutes; (xiv) nuclear or radioactive material pursuant to the Atomic Energy Act of 1954 or the Energy Reorganization Act, or "radioactive waste" as defined at §404.031(14), Florida Statutes; and (xv) any other substance, material, residue, or waste which is regulated pursuant to any Environmental Law.

e. **License Area:** means the current location of the Encroachments.

f. **Permits:** means any and all governmental approvals, permits or authorizations required in conjunction with the construction, ownership, operation, maintenance or use of the Encroachments or Sandy Lake, including, but not limited to, all permits required to be obtained from the South Florida Water Management District, or other regulatory agency.

g. **Sandy Lake:** means the Sandy Lake Easement Area as set forth in FLORIDA CENTER UNIT 18, according to the plat thereof, as recorded in Official Records Book 6, Page 103; TOGETHER WITH AND INCLUDING the Drainage Easement Area in Lot 1 as set forth in FLORIDA CENTER INTERNATIONAL DRIVE COMMERCIAL AREA PLAT NO. 9, according to the plat thereof as recorded in Plat Book 10, Page 7, of the Public Records of Orange County, Florida.

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h. **Survey:** means that Specific Purpose Survey prepared by Cummins Surveying and Mapping, Inc. under Job No. 00-48 WNW Lake Boundary, dated March 8, 2016, a copy of which is attached hereto and incorporated herein as **Exhibit "1"**.

2. **License.** Subject to the terms and conditions contained herein, the Enclave is hereby granted a non-exclusive license over the License Area to maintain the Encroachments in their current location and for the reasonable pedestrian use of the License Area and Encroachments by the owners, invitees and licensees of the Enclave.

3. **Maintenance.** Other than as set forth in Section 4 below, Enclave shall maintain the Encroachments in good repair consistent with normal and customary practices of land owners in Orange County, Florida, all municipal, county, state, and Federal codes and regulations, and all Permits. Enclave shall not place, store, release, deposit, discharge, dispense, or dispose of any Hazardous Substances onto Sandy Lake. In the event of any such release, Enclave shall be responsible for all remediation and clean-up of Hazardous Materials from such release, and shall indemnify, defend and hold Universal harmless from and against the same. The obligations of Enclave under this Section shall survive any termination of this Agreement.

4. **No Reconstruction.** Enclave shall not make any further capital improvements to the Encroachments, but shall be entitled to maintain and repair the existing improvements and shall be entitled to repair such portions of the existing Gazebo as may be necessary to maintain the Gazebo. Upon the demolition or destruction of the Gazebo, this Agreement shall terminate, and the Enclave shall, within sixty (60) days thereafter, remove any and all remaining portions of the Encroachments from the License Area at the Enclave's sole cost and expense. However, the Enclave will not be required to dredge or otherwise remove any earth fill or vegetation that may remain in the License Area after removal of the Gazebo and related improvements. For the purposes of this Section, the term "destruction" shall mean damage beyond the scope of ordinary and customary repair.

5. **Non-Exclusivity; Reservation of Use.** The license granted hereunder is solely for the use of the License Area and no other portion of Sandy Lake, and is non-exclusive. It is the intention of the Parties hereto that Enclave, Universal, and other third parties granted a license or other right by Universal may simultaneously utilize the License Area throughout the term of this Agreement, including for stormwater discharges from properties owned by Universal, so long as such use does not adversely affect the Enclave's use of the Gazebo. While this Agreement is in effect, Universal, its affiliated entities, and each of their employees, agents, contractors, successors and assigns, may use the License Area and have other reasonable access to the Enclave Property, including the 50-foot "Orange County Drainage Easement" area depicted on the Survey, for ingress and egress, construction activities, services and otherwise for purposes of dredging or otherwise removing any earth fill or vegetation existing now or in the future within Universal's portion of Sandy Lake, so long as such activities do not adversely affect the Enclave Property or the Enclave's use of the Gazebo, or the Enclave's duties and responsibilities to Orange County under the County Drainage Easement Agreement executed simultaneously herewith.

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6. **Disclaimer.** Enclave, by acceptance of this Agreement, on behalf of its owners, residents, invitees, guests, successors and assigns, hereby (a) accepts the License Area and the Encroachments as-is, whereas, with all faults, and hereby agrees to indemnify, defend and hold Universal harmless from and against any and all claims, actions, demands or harms resulting from the use of the rights granted herein or the Encroachments; (b) agrees that the Enclave shall not and shall not permit any of its owners, residents, invitees, guests, successors and assigns to construct, alter, install or place any other improvements or other property on the License Area or any portions of Sandy Lake owned by Universal; and (c) hereby waives, disclaims or terminates, any and all rights under law, including but not limited to any theory of prescription, adverse possession or riparian right, with respect to the License Area or the Encroachments. Universal makes no representation or warranty of any kind as to the License Area or the Encroachments. Enclave agrees to bear any and all risks, costs, and expenses incurred to complete any investigation or diligence required to determine such fitness for use.

7. **Indemnification.** In addition to all other indemnities provided for herein, Enclave shall defend, indemnify, and hold harmless Universal and its affiliates, and does hereby release Universal and its affiliates, against and from any and all claims arising from the use of the License Area or the Encroachments by Enclave, its assigns, representatives, employees, members, guests, agents, consultants, contractors, or subcontractors, or from any activity, work, or thing done, permitted, or suffered by Enclave in or about the same, including any violation of applicable law with respect thereto, and any and all claims that may arise prior to the date of this Agreement. Enclave shall further indemnify and hold harmless Universal, and its affiliates to the extent permitted by law, against and from any and all claims arising from any breach or default in the performance of any obligation on Enclave's part to be performed under the terms of this Agreement, and from and against all costs, attorneys' fees resulting from Enclave's failure to defend any such claim, expenses and liabilities incurred in or about such claim or any action or proceeding brought relative thereto. In case any action or proceeding is brought against Universal by reason of any such claim, Enclave upon notice from Universal shall defend the same at Enclave's expense by counsel chosen by the Enclave which is reasonably acceptable to Universal. This Section shall survive any termination of this Agreement.

8. **Termination.** Upon termination of this Agreement, either for cause as a result of an Event of Default (as defined below) or otherwise, the Enclave shall remove the Gazebo from the License Area at its sole cost and expense. Should the Enclave fail to remove the Gazebo from the License Area within sixty (60) days after the termination of this Agreement, Universal shall have the right to enter onto the Enclave Property and remove the Encroachments from the License Area, and the Enclave shall indemnify and hold Universal harmless from all costs, fees, and expenses incurred by Universal in removing the Gazebo. However, the Enclave will not be required to dredge or otherwise remove any earth fill or vegetation that may remain in the License Area after removal of the Gazebo and related improvements. Upon termination of this Agreement, the Enclave shall have no further right to use or encroach upon the License Area.

9. **Event of Default.** The failure of either Party to perform any of its material



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obligations hereunder within the time period specified shall be deemed an “**Event of Default**”. Except as otherwise specifically set forth herein, upon an Event of Default by the Enclave, in addition to all remedies available at law or in equity, Universal shall, after providing the Enclave with forty-five (45) days written notice specifying the default and stating the acts necessary to cure the default, have the right to terminate this Agreement. If the default is not capable of being remedied within forty-five (45) days through no fault of the Enclave, the time to cure the default shall be extended by an additional forty-five (45) days so long as the Enclave is diligently pursuing actions to cure the default. Notwithstanding any of the foregoing, any default must be cured within ninety (90) days.

10. **Remedies.** Upon an Event of Default, the Parties shall have all remedies available at law or in equity. The remedies hereunder shall survive termination of this Agreement, and Universal shall retain all remedies including the right to remove the Encroachments and seek reimbursement from the Enclave in addition to terminating the Enclave’s license and rights hereunder.

11. **Insurance.**

a. Enclave shall obtain and keep in force during the time period that this Agreement is in effect a commercial general liability insurance policy protecting against all claims of bodily injury, personal injury and property damage based upon, involving, or arising out of the use, occupancy, or maintenance of the License Area or the Encroachments. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence.

b. All insurance carried by Enclave shall be primary to and not contributory with any similar insurance carried by Universal. Enclave shall provide to Universal a certificate of insurance evidencing insurance coverage as provided herein on the date of this Agreement, and thereafter as requested by Universal until the termination of this Agreement.

12. **Liens.** Enclave shall not create or allow to be imposed, claimed or filed upon the License Area or any other portion of Sandy Lake, or upon the interest of Universal therein, any lien, charge or encumbrance whatsoever. If, because of any act or omission of Enclave, any such lien, charge or encumbrance shall be imposed, claimed or filed, Enclave shall, at its sole cost and expense, cause the same to be fully paid and satisfied or otherwise discharged of record (by bonding or otherwise) and, to the extent permitted by law, Enclave shall indemnify and save and hold Universal harmless from and against any and all costs, liabilities, suits, penalties, claims and demands whatsoever, and from and against any and all attorneys’ fees resulting from Enclave’s failure to satisfy or release such claim in a reasonable time or to defend any action or proceeding on behalf of Universal, at both trial and all appellate levels, resulting or on account thereof and therefrom. Upon notice from Universal, Enclave shall defend any action or proceeding on behalf of Universal at Enclave’s expense by counsel selected by Enclave which is reasonably acceptable to Universal. This indemnity shall survive the expiration or termination of this Agreement. If Enclave shall fail to comply with the foregoing provisions of this Section, Universal shall have the

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option of paying, satisfying or otherwise discharging (by bonding or otherwise) such lien, charge or encumbrance and Enclave agrees to reimburse Universal, upon demand, for all sums so paid and for all costs and expenses incurred by Universal in connection therewith, together with interest thereon, until paid.

### 13. Miscellaneous.

a. **Paragraph Headings.** The paragraph headings herein contained are inserted for convenience of reference only and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provision contained herein.

b. **Singular and Plural Usages.** Whenever used herein, the singular number includes the plural, the plural includes the singular, and the use of any gender includes all genders.

c. **Construction of Agreement.** The fact that one of the Parties may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such Party.

d. **Waiver.** The waiver by any Party of any single breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant, or condition of this Agreement shall be deemed to have been waived by a Party, unless such waiver is in writing signed by such Party. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

e. **Assignment.** No Party shall assign or transfer any interest in this Agreement without the prior written consent of all of the other Parties, other than to the successors in interest to their respective properties. The terms hereof shall run with the land and be binding upon each Party and their respective heirs, successors or assigns.

f. **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee or joint venture partner between or among the Parties.

g. **Severability.** If any term or provision of this Agreement, or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to the Parties, or any circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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h. **Entire Agreement/Modification.** The Parties agree that this Agreement, together with the Settlement Agreement by and among the Parties executed concurrently herewith (the "Settlement Agreement"), and the Settlement Documents defined in the Settlement Agreement, set forth the entire agreement and understanding among the Parties with regard to the specific matters addressed herein and supersede all prior negotiations, representations, understandings or agreements, whether oral or written, among the Parties or made by third parties to any Party relating to the subject matter hereof, and there are no promises, covenants, agreements, representations, warranties or understandings among the Parties other than those stated herein or in any of the other agreements contemplated hereby, whether such agreements are executed simultaneously herewith or at a future date related to the subject matter hereof. This Agreement may be amended, modified or terminated at any time by the mutual written agreement of all Parties. Capitalized terms not defined herein shall have the meaning set forth in the Settlement Agreement.

i. **Attorneys' Fees and Costs.** Each Party shall bear its own attorney's fees, expert fees and the other costs in connection with the negotiation, preparation and execution of this Agreement and the Settlement Documents.

j. **Absence of Third Party Beneficiary Rights.** No provision of this Agreement is intended or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any client, customer, affiliate, shareholder, partner, officer, director, employee, or agent of any Party, or in any other person, unless specifically provided otherwise herein, and, except as so provided, all terms and provisions hereof shall be personal solely between the Parties to this Agreement.

k. **Governing Law/Venue/Jurisdiction.** This Agreement is to be governed by and construed and enforced in accordance with the internal laws of the State of Florida. The sole and exclusive jurisdiction and venue for any disputes arising out of or related to this Agreement shall be in the Circuit Court in and for the Ninth Judicial Circuit, Orange County, Florida, or the United States District Court, Middle District of Florida, Orlando Division. TO THE FULLEST EXTENT PERMITTED BY LAW EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT.

l. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same Agreement. Facsimile copies of the signatures required below shall be treated with the same effect as original signatures.

m. **Further Assurances.** From time to time, as and when requested by any Party hereto (or any governmental authority), the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other Party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

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n. **Notices.** Whenever any Party hereto desires or is required to give any notice, demand, consent, approval, satisfaction, or request with respect to this Agreement, each such communication shall be sent by personal service (which shall include delivery by delivery service, over-night delivery service, telecopy, or telefax), or mailed, by United States certified mail, postage prepaid, and addressed as set forth below (or to such other address as either Party may designate in writing from time to time) and, if not sooner received, shall be deemed received five (5) days later if by mail or two (2) days later if by personal service:

If to Universal:            UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.  
1000 Universal Studios Plaza  
Orlando, Florida 32819-7610  
Attention: Executive Vice President and Chief  
Administrative Officer

with a copy to:            Universal City Development Partners, Ltd.  
1000 Universal Studios Plaza  
Orlando, Florida 32819-7610  
Attention: General Counsel, UPR

and:                            Latham, Shuker, Eden & Beaudine, LLP  
111 North Magnolia Avenue, Suite 1400  
Orlando, Florida 32801  
Attention: Peter G. Latham, Esq.

If to Enclave:              THE ENCLAVE AT ORLANDO CONDOMINIUM  
ASSOCIATION, INC.  
Forster Boughman & Lefkowitz  
2200 Lucien Way, Suite 405  
Maitland, FL 32751  
Attn: James E. Shepherd, Esq.

o. **Recordation.** Universal and Enclave agree that neither this Agreement nor any memorandum or other instrument referencing or describing, in any way, this Agreement, may be recorded in the Public Records of Orange County, Florida.

p. **No Interest in Real Estate.** Nothing herein is intended or shall be construed to grant to Enclave a real estate interest in the License Area or Sandy Lake. Enclave acknowledges and agrees that this Agreement provides for the grant of a license only to Enclave for Enclave's (or the members' thereof) use, and is not assignable. In the event Enclave is dissolved or the Enclave Property is no longer subject to the condominium regime governed under Ch. 718, F.S., this Agreement shall be terminated and Enclave's rights under this Agreement shall automatically terminate, and the Enclave or its successors in interest shall remove the Encroachments as required in Section 8 above.

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The Parties have caused this instrument to be duly executed by its proper officers in a manner sufficient to bind them, effective as of the day and year first above written.

**“Universal”**

**UNIVERSAL CITY DEVELOPMENT  
PARTNERS, LTD., a Florida limited partnership**

By: Universal City Florida Holding Co. II, a Florida  
general partnership  
Its: General Partner

By: Universal City Property Management II  
LLC, a Delaware limited liability company  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“Enclave”**

**THE ENCLAVE AT ORLANDO  
CONDOMINIUM ASSOCIATION, INC., a  
Florida not-for-profit corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LIFT STATION SITE  
MAJOR CENTER UNIT 2  
P.B. 3, PAGE 147

FLORIDA CENTER INTERNATIONAL  
DRIVE COMMERCIAL AREA PLAT NO. 9  
P.B. 10, PAGE 7

FLORIDA CENTER INTERNATIONAL  
DRIVE COMMERCIAL AREA NO 7  
P.B. 8, PAGE 129

FLORIDA CENTER-INTERNATIONAL DRIVE  
COMMERCIAL AREA PLAT FIVE  
P.B. 8, PAGE 140

LOT 1  
SMALL PLAZA  
P.B. 8, PAGE 13

FLORIDA CENTER-INTERNATIONAL DRIVE  
COMMERCIAL AREA PLAT FIVE  
P.B. 7, PAGE 140

SANDY LAKE EASEMENT AREA  
FLORIDA CENTER UNIT 18  
P.B. 6, PAGE 103

SANDY LAKE EASEMENT AREA  
FLORIDA CENTER INTERNATIONAL  
DRIVE COMMERCIAL AREA PLAT NO 9  
P.B. 10, PAGE 7

LOT 1  
FLORIDA CENTER-INTERNATIONAL DRIVE  
COMMERCIAL AREA PLAT 10  
P.B. 18, PAGE 107

LOT 20  
INTERNATIONAL CONE  
P.B. 12, PAGE 18

LOT 13  
INTERNATIONAL CONE  
P.B. 12, PAGE 18

LOT 2  
INTERNATIONAL CONE  
P.B. 12, PAGE 18

LOT 1  
FLORIDA CENTER-REPUBLIC  
DRIVE-INDUSTRIAL COMMERCIAL  
PLAT FIVE  
P.B. 11, PAGE 74

LOT 2  
FLORIDA CENTER-REPUBLIC  
DRIVE-INDUSTRIAL COMMERCIAL  
PLAT FIVE  
P.B. 11, PAGE 74

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P.B. 11, PAGE 74

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PLAT FIVE  
P.B. 11, PAGE 74

LEGEND

- CATV BURIED CABLE TELEVISION
- OH OVERHEAD UTILITY LINES
- BT BURIED TELEPHONE
- W WATER LINE
- F FORCE MAIN
- PE BURIED POWER
- GUY WIRE
- CU CONCRETE UTILITY POLE
- WOOD UTILITY POLE
- E ELECTRIC JUNCTION BOX
- TUA UTILITY RISER CABLE TELEVISION
- EA UTILITY RISER ELECTRIC
- UA UTILITY RISER TELEPHONE
- WM WATER METER
- WV WATER VALVE
- GV GAS VALVE
- SV SEWER VALVE

- IRRIGATION CONTROL VALVE
- RECLAIMED WATER VALVE
- SANITARY SEWER MANHOLE
- O ORNAMENTAL MANHOLE
- TELEPHONE MANHOLE
- FIRE HYDRANT
- CLEANOUT
- LIGHT POLE
- SIGN
- WELL
- BOLLARD
- CENTERLINE
- DELTA
- DROP ARREST
- TRAFFIC SIGNAL BOX

ABBREVIATIONS

- AC ADJACENT
- AMP AIR CONDITIONER
- CAL CALIBRATED
- COND CONCRETE
- CONC CONCRETE
- CMP CORRUGATED METAL PIPE
- (D) DISCREPANCY
- DR DRAINAGE
- DOT DEPARTMENT OF TRANSPORTATION
- ELEV ELEVATION
- EASMT EASEMENT
- EP EDGE OF PAVEMENT
- FMP FURNACE
- (E) END OF PAVEMENT
- HWY HIGHWAY
- ARC LENGTH
- LB LICENSED BUSINESS
- (S) SURFACE
- N/D NOT DETERMINED
- OR OFFICIAL RECORDS
- P.B. PLAT BOOK
- PLAT PLAT
- PC PERMANENT CONTROL POINT
- PCP PERMANENT CONTROL POINT
- PCN PERMANENT CONTROL POINT
- R. ROAD
- REC. RECORDED
- R/W RIGHT OF WAY
- SEC SECTION
- SBM SURVEY BENCH MARK
- C.A. CENTRAL ANGLE
- TAN TANGENT

LEGAL DESCRIPTION (NEIGHBOR PARCELS)

A PORTION OF LOT 18, MAJOR CENTER UNIT 18 AS RECORDED IN PLAT BOOK 8, PAGE 141 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SANDY LAKE EASEMENT AREA, FLORIDA CENTER UNIT 18, AS RECORDED IN PLAT BOOK 8, PAGE 104 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S89°24'20" E, ALONG THE SOUTH LINE OF SANDY LAKE EASEMENT AREA, 100.00 FEET FOR THE POINT OF BEGINNING; THENCE S 81°18'27" E, DEPARTING SAND SOUTH LINE, 161.73; THENCE S 20°27'40" E, 50.20; THENCE S 77°30'01" W, 28.10; THENCE S 83°35'11" W, 36.81; THENCE S 71°12'27" W, 46.17; THENCE S 77°40'41" W, 84.31; THENCE S 80°34'00" W, 32.80; THENCE S 70°14'40" W, 38.71; THENCE S 79°48'00" W, 42.80; THENCE S 84°56'40" W, 21.72; THENCE N 80°24'01" W, 48.80; THENCE N 77°30'01" W, 38.14 TO THE WEST LINE OF AGRICULTURED LOT 18, MAJOR CENTER UNIT 18; THENCE N 07°22'12" E, ALONG SAND WEST LINE, 171.72 TO THE AFORESAID SOUTH LINE OF SANDY LAKE EASEMENT AREA; THENCE N89°24'20" E, ALONG SAND SOUTH LINE, 483.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 46.460 SQUARE FEET OR 1.067 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (THE ENCLAVE PARCELS)

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SANDY LAKE EASEMENT AREA, FLORIDA CENTER UNIT 18, AS RECORDED IN PLAT BOOK 8, PAGE 104 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S89°24'20" E, ALONG THE SOUTH LINE OF SANDY LAKE EASEMENT AREA, 843.38 FEET FOR THE POINT OF BEGINNING; THENCE S 07°22'12" W, DEPARTING SAND SOUTH LINE, A DISTANCE OF 121.72 ALONG THE EAST LINE OF SAND SOUTH LINE; THENCE S 80°28'40" W, DEPARTING SAND WEST LINE, 18.01; THENCE S 87°58'18" W, 50.85; THENCE N 77°00'40" W, 54.28; THENCE N 82°15'11" W, 48.80; THENCE N 79°58'01" W, 29.88; THENCE N 89°50'01" W, 17.16; THENCE N 03°54'01" W, 38.18; THENCE N 49°10'01" W, 38.23 TO THE AFORESAID SOUTH LINE OF SANDY LAKE EASEMENT AREA; THENCE N 80°24'01" E, ALONG SAND SOUTH LINE, 233.50 TO THE POINT OF BEGINNING.

CONTAINING 25.771 SQUARE FEET OR 0.589 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (UNIVERSAL PARCELS)

SANDY LAKE EASEMENT AREA, FLORIDA CENTER UNIT 18 AS RECORDED IN PLAT BOOK 8, PAGE 103 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH SANDY LAKE EASEMENT AREA, FLORIDA CENTER INTERNATIONAL DRIVE COMMERCIAL AREA PLAT NO. 9 AS RECORDED IN PLAT BOOK 10, PAGE 7 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CONTAINING 1,088.181 SQUARE FEET OR 24.956 ACRES, MORE OR LESS.

- SURVEYOR'S NOTES:
1. BEARING AND DISTANCE ON THE EAST LINE OF THE SANDY LAKE EASEMENT AREA, PLATTED AND MEASURED AS SHOWN.
  2. THERE ARE ADDITIONAL IMPROVEMENTS ON THIS SITE THAT HAVE NOT BEEN LOCATED AT THE REQUEST OF THE CLIENT.
  3. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE BENEFIT AND EXCLUSIVE USE OF THE PARTIES LISTED. USE BY OTHERS IS NOT PERMITTED.
  4. SYMBOLS SHOWN HEREON ARE NOT DRAWN TO SCALE FOR CLARITY.
  5. NO UNDERGROUND LOCATIONS HAVE BEEN PERFORMED FOR THE PURPOSE OF THIS SURVEY.
  6. WATER LINE AND IMPROVEMENTS WERE LOCATED 10-31-15.
  7. ELEVATIONS ARE BASED ON CITY OF ORLANDO BENCHMARK NUMBER BR 08-013, POSTED AS 103.02, NORTH AMERICAN VERTICAL DATUM OF 1988.
  8. THE PURPOSE OF THIS SURVEY IS TO FIELD LOCATE AND DESCRIBE THE EDGE OF THE WATER OF SANDY LAKE LYING SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 28 EAST.
  9. THIS BOUNDARY SURVEY IS AMPLIATORY IN NATURE AND REPRESENTS THE HEARSAY AS OF THE DATE OF THE SURVEY. THE BENCHMARKS SHOWN ARE NOT TO BE USED FOR ELEVATION REFS OR FALLS.
  10. THE LANDS DESCRIBED AS UNIVERSAL PARCELS IS BASED ON THE RECORDED PLATS AND THE BOUNDARY CORNERS HAVE NOT BEEN SET.

*Michael D. Cummings, Jr.*

SURVEYOR & MAPPER IN RESPONSIBLE CHARGE (S) 5553  
MICHAEL D. CUMMINGS, JR.  
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SPECIFIC PURPOSE SURVEY  
PREPARED FOR  
UNIVERSAL STUDIOS  
WATER PARKS FLORIDA, LLC.

CUMMINS SURVEYING AND MAPPING, INC.  
2758 Subanoddy Drive  
Orlando, Florida 32812  
(407) 894-4254  
E-mail: mdc002@bellsouth.net  
Certificate of Authorization LD 5083

|                       |                     |
|-----------------------|---------------------|
| SCALE 1" = 100'       | TECHNICIAN: MDC     |
| ISSUE DATE: 3-08-16   | 00-48 WNW LAKE BNDY |
| SURVEY DATE: 10-31-15 | FIELD BOOK No. 31   |
|                       | SHEET 1 OF 1        |

FINAL

**DEVELOPMENT AGREEMENT  
(Drainage Improvements)**

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into effective this 31<sup>st</sup> day of January 2019 (the "Effective Date"), by and among **THE CITY OF ORLANDO**, a municipal corporation duly enacted under the laws of the State of Florida (the "City"), **ORANGE COUNTY**, a political subdivision of the State of Florida (the "County"), **THE ENCLAVE AT ORLANDO CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation (the "Enclave"), and **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**, a Florida limited partnership and successor in interest to Universal Studios Water Parks Florida LLC ("UCDP") (the City, County, Enclave and UCDP may sometimes be individually referred to as a "Party" or collectively as the "Parties").

**WITNESSETH**

**WHEREAS**, UCDP is the owner of certain land in Orange County, Florida which was formerly the site of the Wet 'n Wild water theme park and associated facilities located south of International Drive on the east and west of Universal Blvd. (the "UCDP Land"), which includes part of the retention pond known as "Sandy Lake," a portion of which is also owned by the Enclave;

**WHEREAS**, the County and the Enclave have drained stormwater into Sandy Lake for many years;

**WHEREAS**, UCDP intends to cause to be developed on portions of the UCDP Land, resort hotels and related infrastructure and improvements;

**WHEREAS**, the Parties are agreeable to addressing certain stormwater drainage issues and concerns related to Sandy Lake; and

**WHEREAS**, UCDP, the County, and the City wish to construct and install a Drainage System (as hereinafter defined) in order to re-route stormwater drainage from south of Carrier Drive (within the jurisdiction of the County) east along the Carrier Drive public right-of-way (within the jurisdiction of the City) to Kirkman Road, subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UCDP, the County, the City, and the Enclave hereby agree as follows.

1. **Recitals.** The recitals set forth in the "Whereas" clauses above are true and correct and incorporated by reference herein and made a part hereof as if fully set forth verbatim.
2. **Conditions Precedent.** The Parties' duties and obligations under Paragraph 4 below are expressly conditioned upon the prior satisfaction of the following conditions precedent:

## FINAL

2.1. The Parties having obtained all Permits, as hereinafter defined, for construction and installation of the Drainage System, as hereinafter defined, in accordance with the Final Plans, as hereinafter defined, without the necessity of a new retention pond; and

2.2. The Parties having secured the written approval of the Florida Department of Transportation ("FDOT"), in the form of a drainage connection permit issued by FDOT, for a proposed Outfall System on Kirkman Road, as shown on the Conceptual Plan, as hereinafter defined.

### 3. Drainage System.

3.1. Development of Final Plans for Drainage System; Permitting. The Parties acknowledge and agree that the calculations, diagrams and depictions on **Exhibit "1"**, attached hereto and incorporated by reference herein, are conceptual plans and calculations that generally depict the improvements and drainage facilities intended to be constructed ("Conceptual Plan"). The Parties further acknowledge and agree that the engineering firms of Pegasus Engineering and Inwood Consulting Engineers, Inc. (and their consultants) (collectively, "Design Engineer") have been authorized and instructed by the Parties to develop completed plans ("Final Plans") for the permitting and construction of the drainage improvements in accordance with the Conceptual Plan ("Drainage System"), which Drainage System shall include: (i) approximately 2,700 lineal feet of 42-inch diameter reinforced concrete pipe from a point on the existing outfall pipe for Tract A, of the Plat of International Cove, according to the plat thereof, as recorded in Plat Book 12, Page 18, of the Public Records of Orange County, Florida (a/k/a International Cove Pond) to the Downstream Limit of Proposed Outfall System as shown on the Conceptual Plan, as approved by FDOT; (ii) reconstruction of Existing Control Structure south of the Enclave, as shown on the Conceptual Plan; and (iii) such other qualitative and quantitative control structures to be mutually agreed upon by the Parties in the Final Plans. The Parties will fully cooperate with the Design Engineer to provide any information reasonably necessary to assist in the development of the Final Plans. To this end, UCDP shall contract and pay for the services of Donald W. McIntosh & Associates, Inc. ("DWMA") to assist and cooperate with the Design Engineer during the development of the Final Plans and obtaining of all Permits (as hereinafter defined). DWMA shall also be responsible for all required surveying and survey mapping work. The Design Engineer shall promptly and diligently pursue and complete said plans providing regular updates to all of the Parties. The County and UCDP shall meet regularly, with the City and the Enclave to attend as reasonably required, to discuss and assist the Design Engineer, and the Design Engineer will utilize its best efforts to provide the proposed Final Plans on or before January 11, 2019, and shall provide a copy thereof to all of UCDP, the County, the Enclave, and the City who shall have ten (10) calendar days from the receipt thereof to review and comment on the plans. UCDP, the County, the Enclave, and the City will meet, as needed, to try to resolve any conflict or other issues the Design Engineer has identified. If UCDP, the County, the Enclave, and the City do not object within the ten (10) day time frame for review, they shall conclusively be deemed to have approved the plans as received. Enclave's comment and approval rights under this Section are limited to that portion of the Final Plans related to any modifications or improvements located on or that would otherwise adversely affect the Enclave's property or the stormwater drainage on the Enclave's property. In addition, when the Design Engineer has prepared the Final Plans for submittal to the regulatory agencies, the Design Engineer will circulate copies to all Parties. On or before February 1, 2019, assuming completion and approval of the Final Plans before such date, the Design Engineer shall then apply for any and all regulatory permits and approvals necessary to allow for



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construction in accordance with the Final Plans (“Permits”), and shall diligently pursue issuance of such Permits. The Design Engineer shall keep all of the Parties apprised of all communications with the regulatory agencies, and the Parties shall continue to promptly communicate and cooperate in obtaining regulatory approval of the Final Plans as well as any minor changes required to obtain such Permits. Upon obtaining all Permits, the Design Engineer shall prepare a final cost estimate for the construction of the Drainage System and provide the same to the Parties. The Enclave will not object to the Permits, before or after their approval, unless the Enclave’s engineer determines that the work approved by the Permits will have an adverse effect on the Enclave’s property or the stormwater drainage on the Enclave’s property. Before the Enclave asserts any objections to the Final Plans or the Permits, its engineer will meet with the Design Engineer and DWMA to discuss in good faith a resolution of the Enclave’s concerns.

3.2. Construction and Installation. Within thirty (30) days after the Effective Date, UCDP shall identify three or more contractors acceptable to the City and the County for construction of the Drainage System and shall arrange for a bidding process among such contractors for all work. Upon completion of the Final Plans, UCDP shall promptly conduct the bidding process and keep the City and the County apprised of the bidding process and contract negotiations with the successful bidder. All Parties will be deemed to have consented to the successful bidder within ten (10) calendar days of the receipt of a copy of the proposed contract prepared in accordance with the bid, unless a Party notifies UCDP in writing of any concern or objection within such ten (10) day period. After any such objection, the Parties will promptly meet to resolve any concerns or objections. Thereafter, UCDP (only) shall enter into the contract (“Contract”) with the successful bidder (“Contractor”) for the construction of the Drainage System. UCDP shall cause the Contractor to commence and complete the installation of the Drainage System, in accordance with the Final Plans and the Contract. For purposes of this Agreement, the term "Drainage System" shall include any and all ancillary improvements related thereto. The Final Plans may not be amended or modified without the prior written consent of the City, County and UCDP (and the Enclave, but only if such change impacts the Enclave’s property). No inspector will have the ability to unilaterally change the Final Plans, make any field change, or otherwise alter the location of any portion of the Drainage System, regardless of impact on the Drainage System or other governmental entity involvement. To the extent any change is needed, the inspector shall submit such findings in writing to City, County and UCDP (and the Enclave, but only if such change impacts the Enclave’s property), who shall have fifteen (15) calendar days after receipt of such notice to provide written objection to such change. If a Party provides objection, the Parties shall meet, as needed, to try to resolve the objection. If a Party does not object within the fifteen (15) day time frame for review, it shall conclusively be deemed to have approved the change. In the event any objections are not resolved by the Parties, they shall submit the dispute to the Court (as defined in the Settlement Agreement) for resolution.

3.3. Location. The final location of the Drainage System lines and all infrastructure and improvements relating to the Drainage System are intended to lie within lands owned or easement rights owned by the City and/or the County. To the extent any portion of the Drainage System, including the construction thereof, will impact a third party, the City (if such third party’s land is within the City) or the County (if such third party’s land is within the County) will work diligently and in good faith, but without the obligation to expend funds, to obtain the necessary consent or easement from such third party over such areas (collectively, the “Easement Area”).

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3.4. Cooperation. Each Party agrees to cooperate to the fullest extent to permit the timely design, construction, surveying, and permitting of the Drainage System. Upon notice, each Party agrees to provide reasonable access to the Contractor, the Design Engineer, consultants, engineers, surveyors, contractors or other parties upon the Easement Area, and reasonably adjacent areas to conduct work in conjunction with the activities under this Agreement. Further, the Parties agree to fully and promptly cooperate with respect to the construction of the Drainage System to minimize interference with or delay to construction.

3.5. Coordination of Installation. UCDP shall cause the Contractor to provide the Parties with an anticipated construction schedule for the work to install the Drainage System (the "Construction Schedule") with a contemplated commencement of construction of the Drainage System on or before March 15, 2019, and a contemplated completion of the Drainage System on or before June 15, 2019. In conjunction with any testing, construction or other work to be conducted, or caused to be conducted, by the Contractor, prior to commencement, the Contractor will provide to all Parties: (i) a copy of the fully executed Contract, including AIA payment and performance bonds with dual obligee provisions, and (ii) evidence of insurance coverage in amounts and by an insurance carrier reasonably required for similar work on behalf of the City or County or, alternatively, acceptable evidence of self-insurance.

3.6. Ownership of Drainage System; Maintenance. Notwithstanding any provision contained herein to the contrary, upon completion of the Drainage System and receipt of a certificate of completion or like approval, the Drainage System and any ancillary improvements shall become the exclusive property of the County. At that time, after completion of the Drainage System, UCDP and the County shall execute a Bill of Sale and Assignment and Assumption Agreement in substantially the form attached hereto as **Exhibit "2"**, together with such other reasonable documentation requested by the City, County, or UCDP to confirm the transfer of control of the Drainage System and to assign, after completion of the Drainage System, any rights UCDP may have under the Contract with the Contractor including any warranty rights; provided, however, UCDP shall retain all rights against the Contractor for known and identified claims arising prior to the date of the assignment. Upon completion, the County shall have the sole obligation and responsibility for the maintenance of the Drainage System and shall maintain the Drainage System at its sole cost and expense with reasonable and ordinary care and consistent with all Permits and applicable law. The City shall work diligently and in good faith, but without the obligation to expend funds, to obtain and grant such easements and/or other rights of way necessary for the County to undertake maintenance of the Drainage System.

4. Costs; County and UCDP Financial Responsibilities; Payments. UCDP shall be responsible for the payment of 100% of all costs, fees, expenses and other charges of any type or kind of the Design Engineer ("Design Costs") and the Contractor ("Construction Costs") in connection with the design, permitting, construction and installation of the Drainage System. The Parties agree that the total aggregate sum of the Design Costs and Construction Costs for purposes of this Agreement is estimated to be TWO MILLION ONE THOUSAND SIX HUNDRED TWENTY-SIX DOLLARS (\$2,001,626.00) in accordance with the agreed upon Conceptual Project Cost Estimate attached hereto as **Exhibit "3"** (the "Cost Estimate"). The County agrees to reimburse UCDP the lesser of: (i) 84.93% of the Design Costs and Construction Costs, assuming with respect to the Construction Costs that the conditions precedent in Paragraph 2 above were satisfied; or (ii) ONE MILLION, SIX HUNDRED NINETY-NINE THOUSAND NINE HUNDRED EIGHTY DOLLARS (\$1,699,980.00) (the "County Contribution"). The County shall

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receive a TWO HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS (\$253,676.00) credit against the County Contribution for the amounts paid by the County to the Design Engineer as set forth on the Cost Estimate. Any amounts in excess of the County Contribution shall be paid by UCDP; provided, however, that any increase in the Cost Estimate mutually agreed to or requested by the County (which must be in writing) shall increase the County Contribution such that the County Contribution shall equal 84.93% thereof. Notwithstanding the foregoing, the County shall be responsible for inspecting the Contractor's work (in accordance with applicable standards as determined by the County in its sole discretion) and shall be solely liable for the cost related thereto. In addition, UCDP shall not be responsible for any costs associated with any work undertaken south of the outfall control structure to be built on the south side of Carrier Drive, denominated as S-100 in the Final Plans; rather, the County shall be responsible for such costs without prejudice to seek recovery of same from International Cove Owners Association, Inc. In accordance with the foregoing, UCDP may submit applications to the County for payment under the Contract approved under Section 3.2. Each application for payment shall be accompanied by the Contractor's pay application, together with copies of all necessary back-up documentation including, but not limited to, documentation itemizing the percentage of work completed, receipts, affidavits, applicable certifications, lien waivers and releases, and other documentation which may reasonably be requested by the County. Thereafter, the County shall make payment in accordance with the Local Government Prompt Pay Act, F.S. Section 218.70 et seq.

5. **Force Majeure.** No Party shall be liable to any other for any delay or failure to perform pursuant to the terms and conditions of this Agreement to the extent such performance was prevented by an event of Force Majeure. The term "Force Majeure" shall mean Acts of God, strikes, lockouts, or other industrial disturbance, acts of a public enemy, wars, riots, epidemics, breakage or non-foreseeable accident to machinery or lines of pipe, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party whose performance is affected and which, in each of the above cases, by the exercise of due diligence such Party is unable to prevent or overcome utilizing commercially reasonable efforts; such term shall likewise include the inability of a Party to acquire, or delays on the part of such Party in acquiring, at reasonable cost and by the exercise of reasonable diligence, permits, permissions, licenses, materials or supplies which are required to enable such Party to fulfill its obligations hereunder. The Party whose performance is excused by an event of Force Majeure shall promptly notify the other Parties in writing of such occurrence and its estimated duration, shall promptly remedy such Force Majeure if and to the extent reasonably possible, and shall resume such performance as soon as possible; provided, however, that no Party shall be required to settle any labor dispute against its will. The Party claiming delay due to Force Majeure shall be entitled to a day for day extension of the applicable deadlines for such Force Majeure.

6. **Miscellaneous.**

6.1. **Paragraph Headings.** The paragraph headings herein contained are inserted for convenience of reference only and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provision contained herein.

6.2. **Singular and Plural Usages.** Whenever used herein, the singular number includes the plural, the plural includes the singular, and the use of any gender includes all genders.

## FINAL

6.3. Construction of Agreement. The fact that one of the Parties may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such Party.

6.4. Waiver. The waiver by any Party of any single breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant, or condition of this Agreement shall be deemed to have been waived by a Party, unless such waiver is in writing signed by such Party. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

6.5. Assignment. No Party shall assign or transfer any interest in this Agreement without the prior written consent of all of the other Parties, other than to the successors in interest to their respective properties. The terms hereof shall run with the land and be binding upon each Party and their respective heirs, successors or assigns.

6.6. Setoff. No Party shall have the right to set off any amounts due to the other Party under this Agreement against any other amounts due or alleged due to the other Party whatsoever.

6.7. No Partnership or Agency. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee or joint venture partner between or among the Parties.

6.8. Severability. If any term or provision of this Agreement, or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to the Parties, or any circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

6.9. Entire Agreement/Modification. The Parties agree that this Agreement, together with the Settlement Agreement by and among the Parties executed concurrently herewith (the "Settlement Agreement"), and the Settlement Documents defined in the Settlement Agreement, set forth the entire agreement and understanding among the Parties with regard to the specific matters addressed herein and supersede all prior negotiations, representations, understandings or agreements, whether oral or written, among the Parties or made by third parties to any Party relating to the subject matter hereof, and there are no promises, covenants, agreements, representations, warranties or understandings among the Parties other than those stated herein or in any of the other agreements contemplated hereby, whether such agreements are executed simultaneously herewith or at a future date related to the subject matter hereof. This Agreement may be amended, modified or terminated at any time by the mutual written agreement of all Parties. Capitalized terms not defined herein shall have the meaning set forth in the Settlement Agreement.

6.10. Attorneys' Fees and Costs. Each Party shall bear its own attorney's fees, expert fees and the other costs in connection with the negotiation, preparation and execution of this Agreement and the Settlement Documents.

**FINAL**

6.11. Absence of Third Party Beneficiary Rights. No provision of this Agreement is intended or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any client, customer, affiliate, shareholder, partner, officer, director, employee, or agent of any Party, or in any other person, unless specifically provided otherwise herein, and, except as so provided, all terms and provisions hereof shall be personal solely between the Parties to this Agreement.

6.12. Governing Law/Venue/Jurisdiction. The Court shall retain the sole and exclusive jurisdiction with respect to the enforcement or interpretation of this Agreement. This Agreement is to be governed by and construed and enforced in accordance with the internal laws of the State of Florida. TO THE FULLEST EXTENT PERMITTED BY LAW EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT.

6.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same Agreement. Facsimile copies of the signatures required below shall be treated with the same effect as original signatures.

6.14. Further Assurances. From time to time, as and when requested by any Party hereto (or any governmental authority), the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other Party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

6.15. Notices. Whenever any Party hereto desires or is required to give any notice, demand, consent, approval, satisfaction, or request with respect to this Agreement, each such communication shall be sent by personal service (which shall include delivery by delivery service, over-night delivery service, telecopy, or telefax), or mailed, by United States certified mail, postage prepaid, and addressed as set forth below (or to such other address as either Party may designate in writing from time to time) and, if not sooner received, shall be deemed received five (5) days later if by mail or two (2) days later if by personal service:

If to Universal:            UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.  
   1000 Universal Studios Plaza  
   Orlando, Florida 32819-7610  
   Attention: Executive Vice President and Chief Administrative  
   Officer

with a copy to:            Universal City Development Partners, Ltd.  
   1000 Universal Studios Plaza  
   Orlando, Florida 32819-7610  
   Attention: General Counsel, UPR

and:                            Latham, Shuker, Eden & Beaudine, LLP  
   111 North Magnolia Avenue, Suite 1400  
   Orlando, Florida 32801  
   Attention: Peter G. Latham, Esq.

**FINAL**

If to County: BOARD OF COUNTY COMMISSIONERS OF ORANGE  
COUNTY, FLORIDA  
201 South Rosalind Avenue  
Orlando, Florida 32801  
Attention: County Administrator

If to City: CITY OF ORLANDO  
400 South Orange Avenue  
Orlando, Florida, 32801  
Attention: City Attorney

If to Enclave: THE ENCLAVE AT ORLANDO CONDOMINIUM  
ASSOCIATION, INC.  
Forster Boughman & Lefkowitz  
2200 Lucien Way, Suite 405  
Maitland, FL 32751  
Attn: James E. Shepherd, Esq.

7. **Default and Remedies.** In the event any Party breaches any provision of this Agreement applicable thereto (the "Defaulting Party"), the other Parties (the "Non-Defaulting Parties") may deliver a notice of default under this Agreement. In the event the Defaulting Party has not cured the default within thirty (30) days after the receipt of such notice, the Non-Defaulting Parties shall have all rights and remedies under applicable law. In the event any damage is caused during the construction or installation of the Drainage System by the Contractor, its agents or employees, contractors, or subcontractors, UCDP shall cause the Contractor to promptly repair such damage to the reasonable satisfaction of UCDP, the County and the City, at the Contractor's expense. UCDP shall have no liability as to the actual construction work to be performed by the Contractor under the Contract unless it arises from the gross negligence or willful misconduct of UCDP to oversee the Contractor and report and advise the City and County.

8. **Exhibits.** The following exhibits are attached to this Agreement and are incorporated herein and shall be deemed to be an integral part of this Agreement:

|                    |   |
|--------------------|---|
| <b>Exhibit "1"</b> | Conceptual Plan   |
| <b>Exhibit "2"</b> | Form Bill of Sale and Assignment and Assumption Agreement |
| <b>Exhibit "3"</b> | Cost Estimate   |

**[Remainder of page intentionally left blank]**

FINAL

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the Parties hereto by their duly authorized representatives, as of the date first above written.

As to the CITY:

CITY OF ORLANDO, a Florida municipal corporation:

Witnesses:

Sign: Denise Holdridge

Print: DENISE HOLDRIDGE

Sign: Diana Perez

Print: DIANA PEREZ

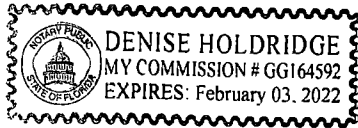
By: [Signature]  
Name: REGINA I. HILL  
Title: MAYOR PRO TEM

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, this 6 day of FEB., 2019, personally appeared REGINA I. HILL as MAYOR PRO TEM of the City of Orlando, a Florida municipal corporation, who is either personally known to me or who provided \_\_\_\_\_ as identification, and who acknowledged to and before me that he/she executed the foregoing instrument freely and voluntarily on behalf of said corporation.

Denise Holdridge  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: DENISE HOLDRIDGE  
My Commission Expires: 2-3-22  
(AFFIX NOTARY SEAL)



FINAL

As to the COUNTY:

ORANGE COUNTY, FLORIDA

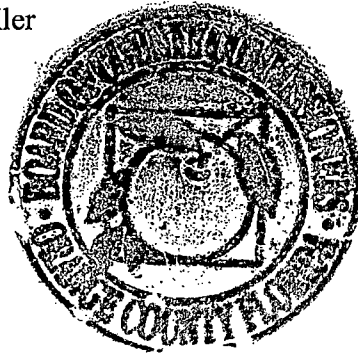
By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: 1.31.19

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Craig O. Stopyna*  
for Deputy Clerk

Date: 1.31.19





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As to UCDP:

UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD., a Florida limited partnership

Witnesses:

Sign:

Print:

[Signature]  
Julie Stiles

By: Universal City Florida Holding Co. II,  
its General Partner

By: Universal City Property Management II LLC,  
its General Partner

By:

Name:

Title:

[Signature]  
John R. Sprouls  
Executive Vice President

Sign:

Print:

Debbie Jones  
Debbie Jones

STATE OF FLORIDA )  
COUNTY OF ORANGE )

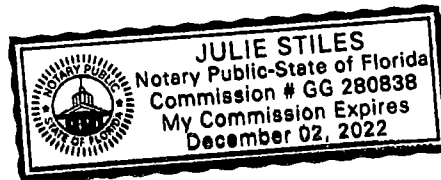
The foregoing instrument was acknowledged before me this 21 day of January, 2019, by John R. Sprouls, as Executive Vice President of Universal City Property Management II LLC, a Delaware limited liability company, as general partner of Universal City Florida Holding Co. II, a Florida general partnership, as general partner and on behalf of Universal City Development Partners, Ltd., a Florida limited partnership, who is  personally known to me or  who provided \_\_\_\_\_ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Print Name:

My Commission Expires:

(AFFIX NOTARY SEAL)



FINAL

As to ENCLAVE:

ENCLAVE AT ORLANDO CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

Witnesses:

Sign: Mae Eballo

Print: Mae Eballo

Sign: Gary T. Jorschel

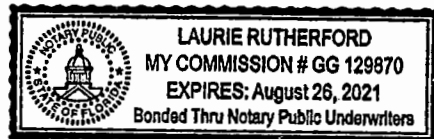
Print: Gary T. Jorschel

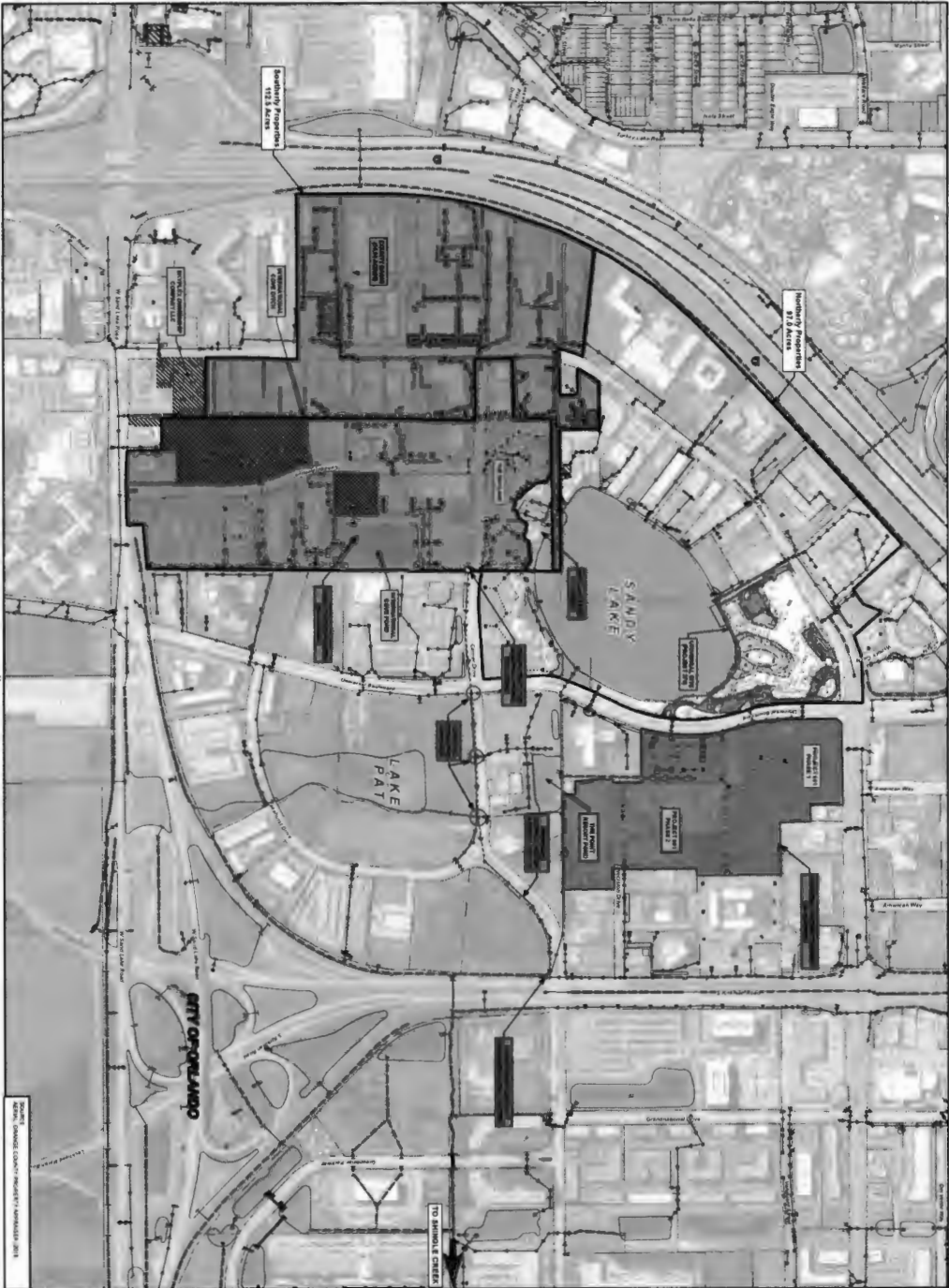
By: [Signature]  
Name: ED MAHN  
Title: PRESIDENT

STATE OF FLORIDA )  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of January 2019, by Ed Mahn, as President, on behalf of The Enclave At Orlando Condominium Association, Inc., a Florida not-for-profit corporation, who is [] personally known to me or [ ] produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: Laurie Rutherford  
My Commission Expires: 8-26-21  
(AFFIX NOTARY SEAL)





DATE: 11/14/2013  
DRAWN BY: J. HARRIS

DATE: 11/14/2013  
DRAWN BY: J. HARRIS

| <b>EXHIBIT</b><br><b>2</b> | <p><b>P&amp;G CONSULTANTS</b><br/>Professional Engineers, LLC<br/>301 West 1st Street, Suite 200<br/>Orlando, FL 32801<br/>Tel: 407-253-0000</p> | <b>INTERNATIONAL COVE<br/>CONCEPTUAL OUTFALL IMPROVEMENTS</b><br><br><b>ORANGE COUNTY, FLORIDA</b>   |  |        |  |  |                   |  |           |  |                |  |      |  |                   |
|----------------------------|--|--|--|--------|--|--|-------------------|--|-----------|--|----------------|--|------|--|-------------------|
|                            |  | <table border="1"> <thead> <tr> <th colspan="2">LEGEND</th> </tr> </thead> <tbody> <tr> <td></td> <td>Outfall Structure</td> </tr> <tr> <td></td> <td>City Well</td> </tr> <tr> <td></td> <td>Lake/Reservoir</td> </tr> <tr> <td></td> <td>Road</td> </tr> <tr> <td></td> <td>Property Boundary</td> </tr> <tr> <td></td> <td>Other</td> </tr> </tbody> </table> |  | LEGEND |  |  | Outfall Structure |  | City Well |  | Lake/Reservoir |  | Road |  | Property Boundary |
| LEGEND                     |  |  |  |        |  |  |                   |  |           |  |                |  |      |  |                   |
|                            | Outfall Structure  |  |  |        |  |  |                   |  |           |  |                |  |      |  |                   |
|                            | City Well  |  |  |        |  |  |                   |  |           |  |                |  |      |  |                   |
|                            | Lake/Reservoir   |  |  |        |  |  |                   |  |           |  |                |  |      |  |                   |
|                            | Road   |  |  |        |  |  |                   |  |           |  |                |  |      |  |                   |
|                            | Property Boundary  |  |  |        |  |  |                   |  |           |  |                |  |      |  |                   |
|                            | Other  |  |  |        |  |  |                   |  |           |  |                |  |      |  |                   |

**EXHIBIT "2" TO DEVELOPMENT AGREEMENT**  
**FORM BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date") by and between **ORANGE COUNTY**, a political subdivision of the State of Florida (the "**County**"), and **UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.**, a Florida limited partnership and successor in interest to Universal Studios Water Parks Florida LLC ("**UCDP**") (the County and UCDP may sometimes be individually referred to as a "Party" or collectively as the "Parties").

**WHEREAS**, pursuant to that certain Development Agreement (the "Development Agreement") dated \_\_\_\_\_, 2019, by and among UCDP, County, the City of Orlando (the "**City**"), and the Enclave at Orlando Condominium Association, Inc. (the "**Enclave**"), UCDP has contracted with \_\_\_\_\_ (the "**Contractor**"), as evidenced by that Construction Contract between UCDP and Contractor dated \_\_\_\_\_ (the "**Contract**") for the construction of the Drainage System (as defined in the Development Agreement).

**WHEREAS**, the Drainage System is completed, and pursuant to Section 3.6 of the Development Agreement, UCDP is assigning to the County, and the County is assuming, all of UCDP's rights, title, interest, obligations, and covenants related to the Drainage System, including any rights, warranties, and obligations under the Contract, and any permits necessary for the maintenance or operation of the Drainage System (the "**Permits**"), subject to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct in all material respects. All capitalized terms not defined herein shall have the meaning set forth in the Development Agreement.

2. **Assignment**. As of the Effective Date, UCDP hereby assigns unto County all of UCDP's rights, title, and interest in and to the Drainage System, the Contract, including any warranties and rights against the Contractor, and the Permits; provided, however, UCDP shall retain all rights against the Contractor for known and identified claims arising prior to the date of this Agreement. UCDP represents that the Drainage System is completed and that UCDP is unaware of any defective work by the Contractor or any subcontractors in connection with the Drainage System. UCDP MAKES NO REPRESENTATION AS TO THE DRAINAGE SYSTEM, CONTRACT, OR PERMITS AND, OTHER THAN AS EXPRESSLY SET FORTH

## FINAL

HEREIN, THE FOREGOING ASSIGNMENT IS MADE ON AN “AS IS”, “WHERE IS”, “WITH ALL FAULTS” BASIS, WITHOUT RECOURSE, REPRESENTATION, IMPLIED OR EXPRESS WARRANTY, GUARANTY, PROMISE, PROJECTION OR PREDICTION WHATSOEVER WITH RESPECT TO THE SAME, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **Assumption.** As of the Effective Date, County hereby accepts the foregoing and agrees to perform and keep all terms, conditions, covenants, agreements, liabilities and obligations with respect to the Contract, Drainage System, and Permits. The County shall have the sole obligation and responsibility for the maintenance of the Drainage System and shall maintain the Drainage System at its sole cost and expense with reasonable and ordinary care and consistent with all Permits and applicable law.

4. **Miscellaneous.**

a. **Paragraph Headings.** The paragraph headings herein contained are inserted for convenience of reference only and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provision contained herein.

b. **Singular and Plural Usages.** Whenever used herein, the singular number includes the plural, the plural includes the singular, and the use of any gender includes all genders.

c. **Construction of Agreement.** The fact that one of the Parties may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such Party.

d. **Waiver.** The waiver by any Party of any single breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant, or condition of this Agreement shall be deemed to have been waived by a Party, unless such waiver is in writing signed by such Party. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

e. **Assignment.** No Party shall assign or transfer any interest in this Agreement without the prior written consent of all of the other Parties, other than to the successors in interest to their respective properties. The terms hereof shall run with the land and be binding upon each Party and their respective heirs, successors or assigns.

f. **Setoff.** No Party shall have the right to set off any amounts due to the other Party under this Agreement against any other amounts due or alleged due to the other Party whatsoever.

## FINAL

g. No Partnership or Agency. Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of master/servant, principal/agent, employer/employee or joint venture partner between or among the Parties.

h. Severability. If any term or provision of this Agreement, or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to the Parties, or any circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

i. Entire Agreement/Modification. The Parties agree that this Agreement, together with the Settlement Agreement by and among the Parties executed concurrently herewith (the "Settlement Agreement"), and the Settlement Documents defined in the Settlement Agreement, set forth the entire agreement and understanding among the Parties with regard to the specific matters addressed herein and supersede all prior negotiations, representations, understandings or agreements, whether oral or written, among the Parties or made by third parties to any Party relating to the subject matter hereof, and there are no promises, covenants, agreements, representations, warranties or understandings among the Parties other than those stated herein or in any of the other agreements contemplated hereby, whether such agreements are executed simultaneously herewith or at a future date related to the subject matter hereof. This Agreement may be amended, modified or terminated at any time by the mutual written agreement of all Parties. Capitalized terms not defined herein shall have the meaning set forth in the Settlement Agreement.

j. Attorneys' Fees and Costs. Each Party shall bear its own attorney's fees, expert fees and the other costs in connection with the negotiation, preparation and execution of this Agreement and the Settlement Documents.

k. Absence of Third Party Beneficiary Rights. No provision of this Agreement is intended or shall be construed to provide or create any third-party beneficiary right or any other right of any kind in any client, customer, affiliate, shareholder, partner, officer, director, employee, or agent of any Party, or in any other person, unless specifically provided otherwise herein, and, except as so provided, all terms and provisions hereof shall be personal solely between the Parties to this Agreement.

l. Governing Law/Venue/Jurisdiction. This Agreement is to be governed by and construed and enforced in accordance with the internal laws of the State of Florida. The sole and exclusive jurisdiction and venue for any disputes arising out of or related to this Agreement shall be in the Circuit Court in and for the Ninth Judicial Circuit, Orange County, Florida, or the United States District Court, Middle District of Florida, Orlando Division. TO THE FULLEST EXTENT PERMITTED BY LAW EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THIS AGREEMENT.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any Party whose signature

**FINAL**

appears thereon, and all of which together shall constitute one and the same Agreement. Facsimile copies of the signatures required below shall be treated with the same effect as original signatures.

n. Further Assurances. From time to time, as and when requested by any Party hereto (or any governmental authority), the other Party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other Party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

o. Notices. Whenever any Party hereto desires or is required to give any notice, demand, consent, approval, satisfaction, or request with respect to this Agreement, each such communication shall be sent by personal service (which shall include delivery by delivery service, over-night delivery service, telecopy, or telefax), or mailed, by United States certified mail, postage prepaid, and addressed as set forth below (or to such other address as either Party may designate in writing from time to time) and, if not sooner received, shall be deemed received five (5) days later if by mail or two (2) days later if by personal service:

If to Universal:            UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD.  
   1000 Universal Studios Plaza  
   Orlando, Florida 32819-7610  
   Attention: Executive Vice President and Chief  
   Administrative Officer

with a copy to:            Universal City Development Partners, Ltd.  
   1000 Universal Studios Plaza  
   Orlando, Florida 32819-7610  
   Attention: General Counsel, UPR

and:                            Latham, Shuker, Eden & Beaudine, LLP  
   111 North Magnolia Avenue, Suite 1400  
   Orlando, Florida 32801  
   Attention: Peter G. Latham, Esq.

If to County:                BOARD OF COUNTY COMMISSIONERS OF ORANGE  
   COUNTY, FLORIDA  
   201 South Rosalind Avenue  
   Orlando, Florida 32801  
   Attention: County Administrator

5. Default and Remedies. In the event any Party breaches any provision of this Agreement applicable thereto (the "Defaulting Party"), the other Parties (the "Non-Defaulting Parties") may deliver a notice of default under this Agreement. In the event the Defaulting Party has not cured the default within thirty (30) days after the receipt of such notice, the Non-Defaulting Parties shall have all rights and remedies under applicable law.

[SIGNATURE PAGE(S) TO FOLLOW]

**FINAL**

**ORANGE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_



FINAL

**UNIVERSAL CITY DEVELOPMENT PARTNERS,  
LTD., a Florida limited partnership**

Witnesses:

By: Universal City Florida Holding Co. II,  
its General Partner

Sign: \_\_\_\_\_

By: Universal City Property Management II LLC,  
its General Partner

Print: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF ORANGE     )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_, as \_\_\_\_\_ of Universal City Property Management II  
LLC, a Delaware limited liability company, as general partner of Universal City Florida Holding  
Co. II, a Florida general partnership, as general partner and on behalf of Universal City  
Development Partners, Ltd., a Florida limited partnership, who is [ ] personally known to me or [  
] who provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(AFFIX NOTARY SEAL)

**EXHIBIT "3" TO DEVELOPMENT AGREEMENT  
CONCEPTUAL PROJECT COST ESTIMATE**



**International Cove Pond Drainage Outfall Improvements  
Orange County, Florida**

Conceptual Project Cost Estimate  
(prepared 08/17/18)

Unit Abbreviations:

|                 |                  |
|-----------------|------------------|
| AL = Allowance  | LF = Linear Feet |
| AC = Acre       | LS = Lump Sum    |
| CY = Cubic Yard | SY = Square Yard |
| EA = Easement   | TN = Ton         |

| Line No. | Pay Item No. | Item Description   | Estimated Quantity | Unit | Unit Price   | Extended Amount |
|----------|--------------|--|--------------------|------|--------------|-----------------|
| 1        |              | Mobilization (Not To Exceed 10%)   | 1                  | LS   | \$145,000.00 | \$145,000.00    |
| 2        |              | Maintenance of Traffic (MOT)   | 1                  | LS   | \$100,000.00 | \$100,000.00    |
| 3        |              | Prevention, Control & Abatement of Erosion and Water Pollution               | 1                  | LS   | \$25,000.00  | \$25,000.00     |
| 4        |              | Clearing and Grubbing  | 1                  | LS   | \$30,000.00  | \$30,000.00     |
| 5        |              | Type B Stabilization (12-inches) (LBR 40)                                    | 2,000              | SY   | \$10.00      | \$20,000.00     |
| 6        |              | Limerock (10-inches) (LBR 100)   | 2,000              | SY   | \$20.00      | \$40,000.00     |
| 7        |              | Milling Existing Asphalt Pavement  | 2,000              | SY   | \$10.00      | \$20,000.00     |
| 8        |              | Superpave Asphalt Concrete   | 500                | TN   | \$200.00     | \$100,000.00    |
| 9        |              | Modified Ditch Bottom Inlet, <10 ft (Diversion Structure)                    | 1                  | EA   | \$20,000.00  | \$20,000.00     |
| 10       |              | Storm Manholes, <10 ft   | 10                 | EA   | \$7,000.00   | \$70,000.00     |
| 11       |              | Storm Junction Box, <10 ft, Special (10 ft x 10 ft Conflict Structure)       | 3                  | EA   | \$20,000.00  | \$60,000.00     |
| 12       |              | Storm Junction Box, <10 ft, Special (Tie-in Structure at South Kirkman Road) | 1                  | LS   | \$25,000.00  | \$25,000.00     |
| 13       |              | Pipe Culvert, Round, 36-inch SD (RCP) (Class III)                            | 2,700              | LF   | \$150.00     | \$405,000.00    |
| 14       |              | Concrete Curb & Gutter, Type F   | 1,900              | LF   | \$30.00      | \$57,000.00     |
| 15       |              | Concrete Sidewalk (4-inches Thick)   | 300                | SY   | \$35.00      | \$10,500.00     |
| 16       |              | Performance Turf, Sod (Bahia or Match Existing)                              | 3,500              | SY   | \$3.00       | \$10,500.00     |
| 17       |              | Dewatering and Stormwater By-Pass System                                     | 1                  | LS   | \$25,000.00  | \$25,000.00     |
| 18       |              | As-Built Plans / Record Drawings   | 1                  | LS   | \$10,000.00  | \$10,000.00     |
| 19       |              | Utility Relocation / Adjustment Allowance                                    | 1                  | AL   | \$250,000.00 | \$250,000.00    |
| 20       |              | Thermoplastic Pavement Marking Allowance                                     | 1                  | AL   | \$10,000.00  | \$10,000.00     |

SUB-TOTAL CONCEPTUAL CONSTRUCTION COSTS = \$1,433,000

CONTINGENCY (Assume 15%) = \$214,950

TOTAL ESTIMATED CONCEPTUAL CONSTRUCTION COSTS = \$1,647,950

SUBCONSULTANT SERVICES (McIntosh, PSI, and ECHO) = \$100,000

FINAL DESIGN & PERMITTING SERVICES (Inwood and Pegasus) = \$253,676

TOTAL ESTIMATED CONCEPTUAL PROJECT COSTS = \$2,001,626

- NOTES:**
1. Conceptual Project Cost Estimate does not include the Suntime Technologies Nutrient Separating Baffle Box associated with the existing 54-inch drainage pipe within the 50-foot drainage easement.
  2. Subconsultant Services encompass Survey Services, Geotechnical Services, and Subsurface Utility Engineering (SUE) Services.
  3. Conceptual Project Cost Estimate does not include the required repairs to the Traders Cove stormwater pond, control structure, 10-inch bleed-down outfall pipe, etc.
  4. Permits will be required from the South Florida Water Management District (SFWMD), the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (FDEP), and the City of Orlando.

