



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: June 4, 2020

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Elizabeth Price Jackson, Senior Title Examiner
Real Estate Management Division *PS*
For EPJ

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Non-Exclusive Permanent Easement Agreement by and between Reedy Creek Improvement District and Orange County, Florida and authorization to record instrument

PROJECT: Avalon Rd – Western Way signalization Plans
District 1

PURPOSE: To provide for access, construction, operation, and maintenance of traffic signalization improvements as a requirement of development.

ITEM: Non-Exclusive Permanent Easement Agreement
Cost: Donation
Size: 539 square feet

APPROVALS: Real Estate Management Division
County Attorney's Office
Public Works Department
Risk Management Division
Transportation Planning Division

REMARKS: County is executing the Non-Exclusive Permanent Easement Agreement to show acceptance of its terms and conditions.

Grantor to pay recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUN 23 2020

Record and Return to:
Reedy Creek Improvement District
Post Office Box 10170
Lake Buena Vista, Florida 32830
Attn: Planning & Engineering

PERMANENT EASEMENT AGREEMENT

Project Avalon Rd – Western Way signalization Plans
Property appraiser's Parcel ID No: a portion of 19-24-27-0000-00-020

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT (this "Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 ("**Grantor**") and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain real property located in Orange County, Florida; and

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Grantor's property more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Easement Area**"), for the purpose of: (i) inspecting and maintaining a traffic signal strain pole, guy wires, signal control cabinetry and related appurtenances (the "**Signal**"); and, in connection therewith (ii) vehicular and pedestrian access to and from the Easement Area, over and across adjacent public roads, alleys, sidewalks and other designated portions of Grantor's property more particularly described on **Exhibit "B"** attached hereto and made a part hereof (the "**Adjacent Property**") (items (i) and (ii) hereinabove are sometimes referred to as the "**Permitted Use**"); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive permanent easement subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The above recitations are true and correct and are incorporated herein by reference.

2. **Grant and Use of Easement.** Grantor grants to Grantee, a non-exclusive easement in perpetuity, or such earlier date as the use thereof as set forth herein is permanently abandoned (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other prior-recorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area, the Adjacent Property and Grantor’s other property. This Easement shall be used by Grantee (and its employees, contractors, agents, and invitees) (collectively, the “**Grantee’s Representatives**”) for the Permitted Use of the Easement Area, and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right, subject to the prior written approval of Grantor, to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to specify and to designate (at any time and from time to time) specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across Grantor’s other property. Thereafter, only such specified routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee and Grantee’s Representatives.

Notwithstanding any provision in this Permanent Easement Agreement to the contrary, Grantee shall be required to obtain a Corridor Use Permit from Grantor prior to initiating construction work within the Easement Area. Replacement of the Signal with facilities in the same location and of the same type, style, size, number, and capacity shall require a Corridor Use Permit. In the case of an emergency, oral notification to Grantor describing the nature of the emergency and the work to be performed shall be acceptable prior to initiation of work. Said oral notification shall be followed with a written request for a Corridor Use Permit within 72 hours in accordance with Section 11 below. In addition, Grantee shall be required to comply with all governmental permitting requirements, as now or hereafter may be enacted or amended, and shall be required to obtain all required permits prior to initiation of construction work within the Easement Area. Grantee acknowledges that Grantee’s access to the Easement Area and/or for ingress and egress across the Adjacent Property (and any other portion of the Grantor’s property designated by Grantor for access) is subject at all times to the strict compliance by Grantee and Grantee’s Representatives, with all security provisions, rules, and regulations of Grantor which may be in effect from time to time. Ongoing maintenance and inspection activities by Grantee or Grantee’s Representatives shall not be considered construction work and shall not require a Corridor Use Permit.

3. **Limitation of Rights.** This Permanent Easement Agreement creates a non-exclusive easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee’s use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Section 4.d) below, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor which consent Grantor may grant or withhold in its sole and absolute discretion.

Replacement of the Signal with facilities in the same location and of the same or equivalent type of appurtenances shall not be deemed construction of new facilities.

4. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area and the Adjacent Property (in Grantor's sole and absolute discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area and the Adjacent Property onto other portions of Grantor's property, provided such right does not unreasonably interfere with Grantee's Permitted Use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment, and cables upon, above, or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

b) after reasonable notice (said notice timeframe to be mutually agreed upon by Grantee and Grantor, except in circumstances of emergency), to temporarily interrupt Grantee's use of the Easement Area or the Signal from time to time, in order to repair or maintain improvements on the Easement Area, the Adjacent Property and/or Grantor's other property, so long as such use does not materially damage the Signal or subject the Signal to damage, or materially interfere with Grantee's Permitted Use of the Easement Area or the purposes for which this Easement is granted;

c) to enter upon the Easement Area at any time and from time to time to inspect the operation, sanitation, safety, maintenance, and use thereof, and to perform any repair or maintenance of the Easement Area, and to enter upon the Easement Area at any time to remedy any condition thereof in the event of an emergency. Except for Grantor's negligent or willful acts or omissions, Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof by Grantee or Grantee's Representatives;

d) to relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Signal to another location either within or outside of the Easement Area, at any time and from time to time, in Grantor's sole and absolute discretion, at Grantor's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release (in recordable form) of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Permanent Easement Agreement (in recordable form) to cover the new easement area(s), in which event this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment (in recordable form) to this Permanent Easement

Agreement amending the description of the Easement Area to reflect the designated location where the Signal is to be relocated. Grantee (at Grantor's sole cost and expense) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Permanent Easement Agreement and the relocation, alteration or modification of the Easement Area or the Signal, in whole or in part. If any or all of the Easement Area or the Signal is to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantor's sole cost and expense) promptly remove the Signal and restore the Easement Area to the same condition existing at the time of the execution of this Permanent Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public, so long as such plat, replat, or dedication does not materially interfere with the purposes for which this Easement is granted or Grantee's Permitted Use of the Easement Area.

5. Covenants of Grantee. Grantee, for itself, Grantee's Representatives, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the normal development, use and maintenance by Grantor (or its employees, contractors, and agents) of the Easement Area, the Adjacent Property, or Grantor's adjacent properties, if any; (ii) the normal use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; or (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area, the Adjacent Property, or Grantor's adjacent properties so long as such use does not materially and adversely interfere with Grantee's Permitted Use of the Easement Area or the purposes for which this Easement was granted. Grantor, including its successors and assigns, agrees that the construction of the Signal and the normal operation and maintenance of the Signal will not materially interfere with the activities described in this subsection 5.a), and will not materially interfere with the activities described in subsections 5.c) and d) below;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area, the Adjacent Property, or Grantor's adjacent properties without first obtaining necessary permits or authorizations from the appropriate local, state, and federal authorities;

c) not interfere with any existing license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area, the Adjacent Property, or Grantor's adjacent properties;

d) not interfere with any hereafter granted license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area, the Adjacent Property, or Grantor's adjacent properties so long as such license, easement, reservation, or right-of-way does not materially and adversely interfere with Grantee's Permitted Use of the Easement Area;

e) comply at all times and in all respects with all applicable local, municipal, county, state, and federal environmental laws and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications, and directives, as well as all applicable decisions, judgments, writs, injunctions, orders, decrees, or demands of courts, administrative bodies and other authorities construing any of the foregoing laws, regulations, or orders, including, but not limited to, the provisions of Section 768.28, Florida Statutes (collectively, the “**Laws**”), and Grantee shall obtain, maintain and comply with all applicable permits in connection with Grantee’s use of the Easement Area. Grantee shall not, by any act or omission, render Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall be responsible for the payment of all costs and expenses incurred with respect to compliance with this subsection;

f) operate, maintain, replace, and repair the Signal, at Grantee’s sole cost and expense (except as provided in Section 4.d) above) and in compliance with all applicable Laws and permits, in an expeditious and good and workmanlike manner, and maintain the appearance of all above-ground facilities in reasonably the same condition as existed upon completion of their initial installation;

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, “**Hazardous Materials**”) to be used, placed, stored, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Adjacent Property (“**Hazardous Materials Activities**”). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, including Grantee’s Representatives while working on behalf of Grantee. To the extent provided by law, Grantee will be liable to Grantor for any and all Hazardous Materials Activities and any and all Hazardous Material spills, fires, or other environmental hazard on the Easement Area, the Adjacent Property, or Grantor’s other properties caused by Grantee or relating to use of the Easement Area pursuant to this Permanent Easement Agreement ;

h) after completion of any inspection or repair work with respect to the Signal (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor in writing, which consent Grantor may grant or withhold in its sole and absolute discretion), at Grantee’s sole cost and expense (unless the relocation work is made at the request of Grantor, then it shall be at Grantor’s sole cost and expense pursuant to Section 4.d) above), and in a safe, good, and workmanlike manner, remove any personal property, vehicles, materials, refuse, temporary improvements, equipment, and any other items placed on the Easement Area, and restore both the ground surface of the Easement Area, the Adjacent Property, or Grantor’s adjacent properties and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area, the Adjacent Property, or Grantor’s adjacent properties, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

i) not permit any lien to be filed against the Easement Area, the Adjacent Property, or Grantor’s other properties for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area, the Adjacent Property, or Grantor’s other properties at the direction or sufferance of Grantee. If any such lien is

filed against the Easement Area, the Adjacent Property, or Grantor's other properties, Grantor has the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand, and receipt of a detailed invoice, all of Grantor's actual and reasonable costs in connection therewith, in accordance with Section 6 below.

6. **Breach by Grantee.** If Grantee breaches any provision in this Permanent Easement Agreement, then following written notice from Grantor of any such breach, Grantee shall have twenty-one (21) days to cure such breach. If such breach cannot reasonably be cured within the twenty-one (21) day period, Grantee shall have such reasonable period necessary to cure the breach provided that: (i) Grantee initiates cure within fifteen (15) days following receipt of written notice from Grantor of such breach; and (ii) Grantee is proceeding with due diligence to cure such breach. If Grantee fails to initiate curative action within fifteen (15) days after written notice thereof is given by Grantor or fails to proceed with due diligence to cure such breach, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the actual and reasonable cost of the cure upon demand and the receipt of a detailed invoice setting forth the description and cost of the cure. Grantee shall pay the invoice in accordance with the provisions of the Florida Prompt Payment Act (as amended). If the Florida Prompt Payment Act is repealed, Grantee shall promptly pay on demand and at the receipt of a detailed invoice, all of Grantor's costs and expenses in connection therewith. Notwithstanding anything to the contrary set forth in this Permanent Easement Agreement, in no event shall either party have any liability to the other party under this Permanent Easement Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for any special, incidental, indirect, exemplary, punitive, or consequential damages.

7. **Condition of Easement Area; Indemnity.** Grantee acknowledges that Grantee: (i) had the opportunity to physically inspect the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions, and limitations applicable thereto. To the extent permitted by Florida law, including, but not limited to, Section 768.28, Florida Statutes (or any successor law), the parties agree to hold the other harmless from the negligent acts or omissions of itself, its officers, employees, agents, contractors, and invitees arising out of this Permanent Easement Agreement. Neither party shall be liable for the negligent acts or omissions of the other party. Neither Grantor nor Grantee shall, by virtue of entering into this Permanent Easement Agreement, waive their right to sovereign immunity or the sovereign immunity limits established by Florida law.

8. **Insurance.** The parties acknowledge that Grantee is self-insured. Unless otherwise agreed to by Grantor and Grantee in writing, Grantee's contractors (and any successor or permitted assign of Grantee) shall carry (at their own costs and expense) the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee and/or Grantee's Representatives hereunder or from or out of any act or omission of Grantee and/or Grantee's Representatives and their related,

affiliated and subsidiary companies and the officers, directors, agents, and employees of each. Such insurance shall name Grantor as an additional insured (the “**Additional Insured**”); and

b) Worker’s compensation insurance as required by applicable law (and employer’s liability insurance) with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.

All such insurance required herein shall be with companies licensed to issue insurance in the state of Florida and which have a Best Guide rating of B+ VII or better, shall include a waiver of subrogation, be primary and non-contributory and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Grantee, prior to the commencement of construction in the Easement Area or use of the Easement Area or the Adjacent Property, shall deliver to Grantor certificates of insurance, together with copies of the binding endorsements identifying the additional insured. In addition, upon Grantor’s written request, certificates of insurance, together with copies of the binding endorsements identifying the Additional Insured, shall be furnished to Grantor. In the event of any cancellation or reduction of coverage, Grantee’s contractors shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

9. **Assignment.** Grantor may, at any time, in its sole and absolute discretion, assign, transfer, or convey its rights under this Permanent Easement Agreement. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Permanent Easement Agreement shall automatically terminate, and Grantor’s assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder. This Permanent Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Permanent Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor’s sole and absolute discretion.

10. **No Warranty: Entire Agreement.** Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Permanent Easement Agreement or the Easement Area, other than as may be set forth herein. This Permanent Easement Agreement embodies the entire understanding of the parties, and supersedes all prior discussions and agreements between the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Permanent Easement Agreement. This Permanent Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties in the same manner as executed below. Notwithstanding anything to the contrary set forth in this Permanent Easement Agreement, Grantee acknowledges and agrees that Grantee’s use of the Easement Area is at its own risk and Grantor shall have no liability or obligation for or with respect to damage to the Signal unless due to the negligent or willful acts or omissions of Grantor, or Grantor’s employees, agents, contractors, guests, invitees, or licensees.

11. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered

to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three (3) business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: District Administrator
Facsimile: (407) 934-6200

With a copy to: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee: Orange County Administrator's Office
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
P.O. Box 1393
Orlando, Florida 32801-3527
Facsimile: (407) 836-7399

With a copy to: Orange County Public Works Department
4200 S. John Young Parkway
Orlando, Florida 32839
Attn: Public Works Director
Facsimile: (407) 836-7716

12. Counterparts. This Permanent Easement Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

13. Governing Law. This Permanent Easement Agreement shall be governed by, construed under, interpreted, and enforced in accordance with, the laws of the State of Florida without giving effect to any choice of laws rules thereof which may direct the applications of laws of another jurisdiction.

14. Jurisdiction. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Permanent Easement Agreement, or arising out of any matter pertaining to this Permanent Easement Agreement, shall be exclusively

submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the state of Florida in any matter to be submitted to any such court pursuant hereto. **THE PARTIES HERETO EXPRESSLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR OR WITH RESPECT TO ANY MATTERS ARISING UNDER AND/OR IN CONNECTION WITH THIS PERMANENT EASEMENT AGREEMENT AND/OR THE EASEMENT AREA.**

15. **Binding Obligations.** This Permanent Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives.

16. **Construction of Agreement.** This Permanent Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Permanent Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Section headings are for convenience only and shall not be deemed a part of this Permanent Easement Agreement or considered in construing this Permanent Easement Agreement.

17. **No Third-Party Beneficiaries.** Nothing in this Permanent Easement Agreement is intended or deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make any entity or person a third-party beneficiary of this Permanent Easement Agreement.

18. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power, or remedy conferred hereby now or hereafter existing at Law, in equity, by statute, or otherwise may operate as a waiver of, or otherwise prejudice, any such right, power, or remedy. All waivers, if any, of any or all of the rights, powers, or remedies set forth in this Permanent Easement Agreement must be in writing.

19. **Attorneys' Fees and Costs.** If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms, or conditions herein contained, each party will be responsible for its costs, fees, and expenses incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action, or proceeding (whether or not such costs, fees, and expenses are taxable to the other party as such by any Law) through any and all final appeals arising out of such suit, action, or proceeding.

20. **No Public Rights Created.** Nothing in this Permanent Easement Agreement shall create or be construed to create any rights in or for the benefit of the general public in or to the Easement Area or the Easement granted by this Permanent Easement Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Permanent Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Permanent Easement Agreement, as indicated below (the “Effective Date”).

Signed, sealed and delivered
in the presence of:

[Signature]
(Signature)
KATHY KOCISO
(Printed Name)

[Signature]
(Signature)
Lina Graham
(Printed Name)

GRANTOR:

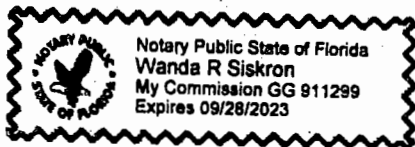
REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation and public body corporate and politic of the State of Florida

By: *[Signature]*
Name: John H. Classe, Jr.
Title: District Administrator
Dated: 3/25/20

STATE OF FLORIDA }
COUNTY OF ORANGE } SS.

The foregoing Permanent Easement Agreement was acknowledged before me by means of physical presence or online notarization, this 25th day of March, 2020 by John H. Classe, Jr., as District Administrator of **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is personally known to me or presented as identification.

(Set forth type of identification presented, if applicable.)



Wanda R. Siskron
Signature of Notary Public-State of Florida
(AFFIX STAMP)

GRANTEE:

ORANGE COUNTY, FLORIDA,
a charter county and political subdivision
of the State of Florida

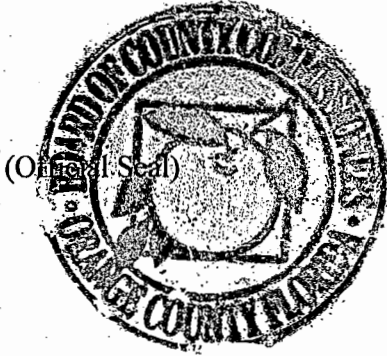
By: Board of County Commissioners

By: *Jerry L. Demings*

Name: Jerry L. Demings

Title: Orange County Mayor

Dated: *24 June 2020*



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

By: *Craig Stopyra*
for Deputy Clerk

Craig Stopyra
(Printed Name)

EXHIBIT "A"
EASEMENT AREA

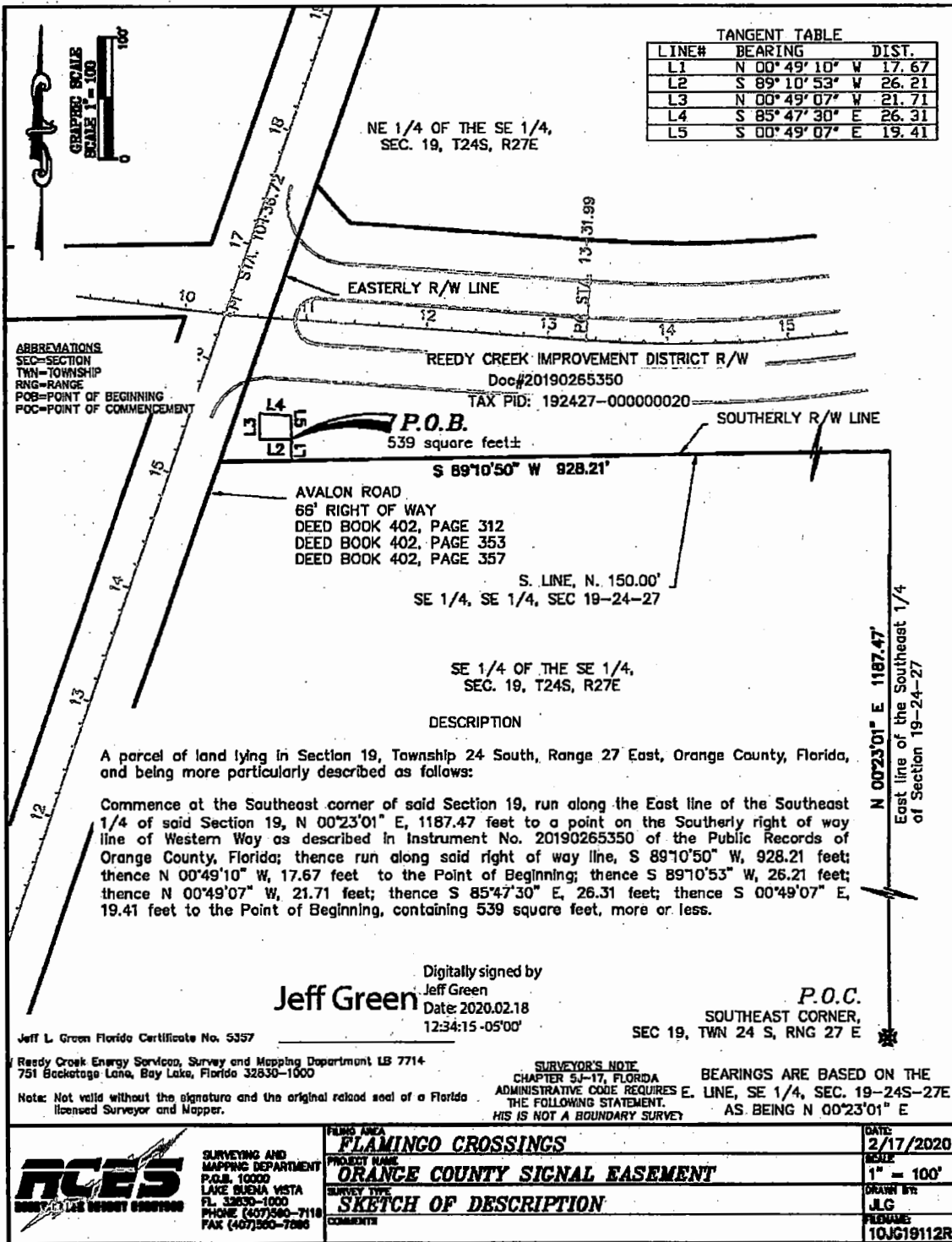


EXHIBIT "B" the ADJACENT PROPERTY

WDPR.6

The North 150 feet of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, lying East of Avalon Road (County Road 545) lying in Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 19; thence run along the East line of the Southeast 1/4 of the Southeast 1/4 of said Section 19, N 00°23'01" E, 1187.47 feet, to the Point of Beginning; thence continue along said line N 00°23'01" E, 150.03 feet; thence run along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 19, S 89°10'50" W, 935.85 feet to a point on the Easterly right of way line of Avalon Road as recorded in Official Records Book 402, Pages 312, 353 and 357 of the Public Records of Orange County Florida; thence run along said right of way line S 19°26'06" W, 159.89 feet; thence run along the South line of the North 150 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 19, N 89°10'50" E, 988.05 feet to the Point of Beginning, containing 3.312 Acres, more or less.

