



COUNTY ATTORNEY'S OFFICE
JEFFREY J. NEWTON, *County Attorney*

201 South Rosalind Avenue ■ 3rd Floor
Reply To: Post Office Box 1393
Orlando, FL 32802-1393
407-836-7320 ■ Fax 407-836-5888
www.ocfl.net

MAY 5 2 23 PM

RCUD

MEMORANDUM

Deputy County Attorney

Joel D. Prinsell

Senior Assistant County Attorneys

Katherine W. Latorre
Elaine M. Asad

Assistant County Attorneys

Roberta Alfonso
David Berman
Lee N. Bernbaum
Cristina T. Berrios
Linda Brehmer-Lanosa
Joy Carmichael
Whitney E. Evers
Georgiana Holmes
Aleas Koos
Scott McHenry
Sawsan Mohiuddin
Matthew Pritchett
Dylan Schott
Scott Shevenell
Shonda White

Legal Administrative Supervisor

Anna M. Caban

Senior Paralegal
Melessia Lofgren

Paralegals
Maria Vargas, ACP
Gail Stanford
Lamar Sharpe

TO: Keith Nowlin, Acting Deputy Clerk
Comptroller Clerk of BCC

FROM: Scott R. McHenry, Assistant County Attorney

DATE: May 5, 2023

SUBJECT: County Attorney's Office Consent Agenda Item 2 for December 13, 2022
Universal Studios Water Parks Florida, LLC v. The Enclave at Orlando Condominium Association, Inc., Orange County, Florida, et al.
Case No. 2015-CA-008188-O
Agenda Item 2
Documents: Confidential Memorandum; Amended Settlement Agreement;
County Drainage Easement Agreement; and Final Order of Dismissal
of the Lawsuit.
Date of BCC Approval: December 13, 2022

SRM

Enclosed is a copy of the Final Order of Dismissal with Prejudice entered by Judge Margaret H. Schreiber on May 3, 2023.

Also enclosed are copies of the following:

- (1) Confidential Memorandum to Mayor Jerry L. Demings and County Commissioners, dated November 28, 2022, for the consent agenda item that was approved by the Board on December 13, 2022;
- (2) Amended Settlement Agreement; and
- (3) County (Southerly Properties) Drainage Easement Agreement.

Please be advised that litigation in this case is concluded and the attached documents may be made part of the public record, notwithstanding the notation on the document stating that it was exempt under Section 119.07, Florida Statutes.

Should you need additional information, please do not hesitate to contact my office.

SRM/gs
Enclosures



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FROM: Scott R. McHenry, Assistant County Attorney SRM

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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: November 28, 2022

SUBJECT: Consent Agenda Item for December 13, 2022
Lawsuit Settlement Authorization – as amended
*Universal Studios Water Parks Florida, LLC v. The Enclave at Orlando
Condominium Association, Inc., Orange County, Florida, et. al.;*
Case No. 2015-CA-008188-O

This item requests settlement authorization (as amended) from the Board of County Commissioners ("BCC") for the case of *Universal Studios Water Parks Florida, LLC v. The Enclave at Orlando Condominium Association, Inc., Orange County, et al.*; Case No. 2015-CA-008188-O and approval and execution of the settlement documents referred to below.

In September, 2015, Universal initiated a lawsuit in the Circuit Court against the Enclave and Orange County relating to the discharge of storm water into "Sandy Lake." On December 18, 2018, the BCC approved an overall settlement of the lawsuit whereby the parties agreed to construct a new drainage system (the "Original Agreement").

After entering into the Original Agreement, the parties encountered unanticipated difficulties, and based upon the bids received, the estimated construction costs increased to more than double the original cost estimate. As a result, in August 2019, the parties began exploring an alternative wherein they requested that the Federal Emergency Management Administration ("FEMA") approve a letter of map revision ("LOMR") to increase the base flood plain elevation of Sandy Lake. On April 15, 2022, FEMA

Mayor Jerry L. Demings
and County Commissioners
November 28, 2022
Page 2 of 2

approved the LOMR, effective August 29, 2022. Not proceeding under the Original Agreement will save the County an estimated \$1.7 million in construction costs.

The County's staff included Scott McHenry, Assistant County Attorney, Joe Kunkel, Director of Public Works Department and Mike Drozeck, Manager, Stormwater Management Division. County staff recommends that the BCC approve the settlement (as amended) and execute, or authorize the execution of the following documents:

- (1) Amended Settlement Agreement;
- (2) County Drainage Easement Agreement; and
- (3) Stipulation for Dismissal and Final Order of Dismissal of the Lawsuit.

ACTION REQUESTED: Approval of the settlement (as amended) in the case of *Universal Studios Water Parks Florida, LLC v. The Enclave at Orlando Condominium Association, Inc., Orange County, Florida, et al.*; Case No. 2015-CA-008188-O, and execution of the following agreements and documents, and any necessary non-substantive amendments thereto:

- (1) Amended Settlement Agreement;
- (2) County Drainage Easement Agreement; and
- (3) Stipulation for Dismissal and Final Order of Dismissal of the Lawsuit.

SRM/gs

Copies: Byron W. Brooks, AICP, County Administrator
Joel Kunkel, Director, Public Works Department
Mike Drozeck, Manager, Stormwater Management Division

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.

FINAL ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE having come before the Court on May 3, 2023, upon the Stipulation for Dismissal With Prejudice (the "Stipulation") filed on April 24, 2023, and the Court having considered the Stipulation, reviewed the file, and being otherwise fully advised in the premises, it is hereby


ORDERED AND ADJUDGED as follows:

1. The 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' Amended Settlement Agreement and the Settlement Documents (as defined in the Amended Settlement Agreement), as may be necessary.

DONE AND ORDERED in Chambers, in Orlando, Orange County, Florida this 3^d day of May, 2023.



Margaret H. Schreiber
Circuit Court Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 4, 2023, 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.

W. Be
Judicial Assistant

EXECUTION VERSION

AMENDED SETTLEMENT AGREEMENT

THIS AMENDED SETTLEMENT AGREEMENT (this "Amended Agreement") is made and entered into this 10th day of April, 202~~13~~3 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, in 2018, UCDP and the County, with input from the City and the Enclave, developed a conceptual plan ("Conceptual Plan") to address the stormwater drainage issues raised by UCDP concerning Sandy Lake;

WHEREAS, the Parties entered into a Settlement Agreement dated January 31, 2019, as well as related agreements contemplated by the Settlement Agreement (collectively, the "Original Agreement"), wherein they agreed upon terms for (among other things) the engineering, permitting and construction of a "Drainage System," as defined and provided in a separate Development Agreement by and among the Parties dated January 31, 2019 (the "Development Agreement");

WHEREAS, the Settlement Agreement was recorded on February 14, 2019, at Doc # 20190095276 in the Public Records of Orange County, Florida;

WHEREAS, the Conceptual Plan for the contemplated Drainage System was attached to the Development Agreement as Exhibit "1";

WHEREAS, the proposed Drainage System was named the "International Cove Pond Outfall Improvements";

WHEREAS, the Enclave was not obligated to perform any of the work contemplated for the engineering, permitting, and construction of the Drainage System to be built under the Development Agreement and related documents;

WHEREAS, after entering into the Original Agreement and the Development Agreement, UCDP and the County encountered unanticipated difficulties finalizing construction plans for the Drainage System, and based upon bids received by UCDP, the estimated construction costs increased to more than double the original cost estimate that was attached to the Development Agreement as Exhibit “3”;

WHEREAS, beginning in August 2019, UCDP and the County explored an alternative solution suggested by UCDP that would make construction of the Drainage System unnecessary;

WHEREAS, the alternative solution contemplated a revision to the base flood (100-year) elevation for Sandy Lake by the Federal Emergency Management Agency (“FEMA”);

WHEREAS, on January 31, 2020, after receiving approval of the submittal from the City, UCDP submitted a formal request to FEMA to revise and update the mapping for Sandy Lake’s floodplain and base flood elevation, by way of a Letter of Map Revision (“LOMR”) (the “LOMR Request”);

WHEREAS, as subsequently revised, the LOMR Request requested that FEMA issue a LOMR that would change the base flood elevation for Sandy Lake from its existing 100-year flood elevation of 99.6 feet to an updated elevation of 100.2 feet (based on NAVD 88 Datum);

WHEREAS, following UCDP’s submittal of the LOMR Request, UCDP and the County decided not to proceed with construction of the Drainage System pursuant to the Original Agreement and the Development Agreement;

WHEREAS, on April 15, 2022, in FEMA Case No.: 20-04-1937P, FEMA issued a LOMR Determination Document stating its approval of the LOMR Request, effective as of August 29, 2022 (the “LOMR Determination Document”);

WHEREAS, not proceeding with the Drainage System will save the County an estimated \$1.7 million in construction costs pursuant to the Development Agreement;

WHEREAS, the Parties intend for this Amended Agreement to become effective automatically upon the Effective Date (as defined below); and

WHEREAS, the Parties now wish to memorialize their agreement to amend the Original Agreement based on FEMA’s revision of the base flood elevation for Sandy Lake and the resulting elimination of the need for the Drainage System.

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. **AMENDED AGREEMENT.** This Amended Agreement, together with the Settlement Documents, as defined below, amends and supersedes the Original Agreement, as defined above, in its entirety, which is hereby terminated and of no further force and effect.

3. **DEVELOPMENT AGREEMENT.** The Development Agreement is hereby terminated and is of no further force and effect.

4. **EFFECTIVE DATE; EXECUTION OF DOCUMENTS.** This Amended Agreement is effective as of August 29, 2022, based upon the LOMR Determination Document (the “Effective Date”). Contemporaneously with the execution of this Amended Agreement, the Parties will execute, or cause their respective affiliates or counsels to execute as appropriate, the following documents set forth in subparagraphs 4a. through 4c. below (collectively, the “Settlement Documents”), which have been duly authorized and approved:

a. **Southerly Properties Drainage Easement Agreement.** A Southerly Properties Drainage Easement Agreement in the form attached hereto as **Exhibit A** and incorporated by reference herein (the “Southerly Properties 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.

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

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

UCDP shall hold the fully executed Settlement Documents subject to Paragraph 6 below.

5. **RELEASE TO UCDP OF PREVIOUS ESCROWED DOCUMENTS.** Pursuant to Paragraph 3 of the Original Agreement, the Parties placed into escrow with the County Comptroller (the “Escrow Agent”) the following documents: (a) a County Drainage Easement Agreement executed by the Parties; (b) a License Agreement executed by UCDP and Enclave; and (c) a Stipulation for Dismissal and Final Order of Dismissal with Prejudice signed by all counsel for the Parties (collectively, the “Escrowed Documents”). Upon UCDP’s receipt of the fully executed Settlement Documents, the Escrow Agent shall release and return to UCDP the Escrowed Documents by hand delivery to UCDP’s counsel of record in the Lawsuit. Upon said delivery, the Escrow Agent shall have no further obligations to the Parties under the Original Agreement or this Amended Agreement. The Parties agree and acknowledge that the Escrowed Documents are terminated and are of no further force or effect as of the Effective Date.

6. **DELIVERY OF SETTLEMENT DOCUMENTS.** Within three (3) business days after the Escrow Agent delivers the Escrowed Documents to UCDP in accordance with Paragraph 5 above, UCDP shall: (a) deliver the fully-executed Southerly Properties Easement Agreement to the County; (b) deliver the fully-executed License Agreement to the Enclave; and (c) file the fully-executed Stipulation for Dismissal with the Court. Delivery of the instruments set forth in clauses (a) and (b) of this Paragraph 6 shall be made by hand delivery to respective counsel of record for the County and the Enclave in the Lawsuit.

7. **COMPLIANCE WITH PERMITS.** The Parties acknowledge that FEMA's approval of the revised base flood elevation for Sandy Lake is premised on the expectation that the International Cove stormwater management system will be maintained in compliance with current South Florida Water Management District permit (Application No. 000204-16, Permit No. 48-00114-S-06, issued April 3, 2000) and any applicable County permits. The County will monitor and enforce compliance with such permits to the extent of its regulatory authority.

8. **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 the land owned by UCDP which was formerly the site of the Wet 'n Wild water park and associated facilities located south of International Drive on the east and west of Universal Boulevard, provided that the FEMA approved base flood (100-year) elevation does not increase above the elevation approved in the LOMR Determination Document.

9. **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 Amended Agreement or the intent of any provision contained herein.

b. **Singular and Plural Usages.** Whenever used herein, the singular number includes the plural, and the plural includes the singular.

c. **Construction of Amended Agreement.** The fact that one of the Parties may be deemed to have drafted or structured any provision of this Amended Agreement shall not be considered in construing or interpreting any particular provision of this Amended 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 Amended 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 Amended 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 Amended Agreement against any other amounts due or alleged due to the other Party whatsoever.

g. **No Partnership or Agency**. Nothing in this Amended 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 Amended Agreement, or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Amended Agreement, or the application of such term 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 Amended Agreement shall be deemed valid and enforceable to the extent permitted by law.

i. **Entire Agreement/Modification**. The Parties agree that this Amended 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, 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 Amended 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 incurred in connection with the negotiation, preparation and execution of this Amended 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; "Indispensable Parties"**. No provision of this Amended 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 Amended Agreement. Although the thirty-eight (38) "indispensable parties" joined as defendants in the Lawsuit are not third-party beneficiaries with respect to this Amended 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 to continue to drain stormwater from their respective properties through the Southerly Properties Drainage System into Sandy Lake, in accordance with the terms

and conditions of the Southerly Properties Easement Agreement. The terms “County Basin” and “Southerly Properties Drainage System” are defined in the Southerly Properties 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 Amended Agreement. This Amended 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 AMENDED AGREEMENT.

m. **Counterparts.** This Amended 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 Amended 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 Amended 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 any 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, Luna, Eden & Beaudine, LLP
 201 S. Orange Avenue, Suite 1400
 Orlando, Florida 32801
 Attention: Michael J. Beaudine, 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.
c/o Forster Boughman & Lefkowitz
2200 Lucien Way, Suite 405
Maitland, FL 32751
Attention: 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 Amended Agreement.

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

- Exhibit A Southerly Properties Easement Agreement
- Exhibit B License Agreement
- Exhibit C Stipulation for Dismissal

[SIGNATURE PAGES FOLLOW]

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

CITY:

Witnesses:

CITY OF ORLANDO

Sign: Diana Perez

Print: Diana Perez

Sign: Annie Velez

Print: Annie Velez

By: Jim Gray

Name: Jim Gray

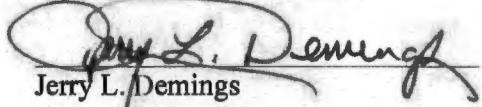
Title: Mayor Pro Tem



COUNTY:

ORANGE COUNTY, FLORIDA

By:


Jerry L. Demings
Orange County Mayor

Date:

1/18/23

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

By:


for Deputy Clerk

Date:

1/18/23

ENCLAVE:

Witnesses:

Sign: Heather Castagno

Print: Heather Castagno

Sign: Cheri S. Myers

Print: Cheri L. Myers

**THE ENCLAVE AT ORLANDO CONDOMINIUM
ASSOCIATION, INC.**

By: [Signature]

Name: ED MARR

Title: PRESIDENT

ENCLAVE CONDO ASSOCIATION

UCDP:

Witnesses:

Print: Adam Williams

Sign: [Signature]

Print: Jeanette Rodriguez

Sign: [Signature]

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: [Signature]
Name: John McReynolds
Title: Senior Vice President, External Affairs

**JOINED AND CONSENTED TO BY ESCROW AGENT
FOR PURPOSES OF SECTION 5 ONLY:**

Signed, sealed and delivered in the
presence of:



Signature
Christopher Hawkins

Print Name
Robin Raggolia

Signature
Robin Raggolia

Print Name

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

By: 

Phil Diamond, CPA,
Orange County Comptroller

Date: 4/10/23

EXHIBIT A
SOUTHERLY PROPERTIES EASEMENT AGREEMENT

EXECUTION VERSION

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

SOUTHERLY PROPERTIES DRAINAGE EASEMENT AGREEMENT

THIS SOUTHERLY PROPERTIES DRAINAGE EASEMENT AGREEMENT (this “**Easement Agreement**”) is made as of this ____ day of _____, 2022, 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 Easement Agreement to provide any required acknowledgments, covenants or stipulations set forth in the applicable sections hereunder. 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 approximately 25 acres of real property located within 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**”), which includes a portion of Sandy Lake, consisting of approximately .6 acre, which is adjacent to its shoreline;

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 County also uses a portion of a 20-foot drainage easement lying north and south of Carrier Drive and discharging into Sandy Lake (the “**Existing International Cove Easement Area**”), as shown in the Plat of International Cove, according to the plat thereof, recorded in Plat Book 12, Page 18, of the Public Records of Orange County, Florida (the “**Existing International Cove Easement**”);

WHEREAS, the City holds certain drainage easements rights for stormwater runoff drainage into Sandy Lake, which easements rights are unaffected by this Easement Agreement or the Amended Settlement Agreement among the Parties to which this Easement Agreement is an Exhibit A, pursuant to the dedications provided on the plats of Florida Center Unit 18, recorded in Plat Book 6, Page 103, as 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 stipulations and agreements 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 in the Amended Settlement Agreement executed contemporaneously herewith (the “**Amended Settlement Agreement**”), for the purposes of this Easement Agreement, the following terms shall have the meanings ascribed to them below:

a. **Basin Map:** means and refers to the map attached hereto as **Exhibit “2”**.

b. **County Basin:** means and consists of the approximately 56.94-acre area shown in green on the Basin Map (located within the 112.5-acre “Southerly Properties” as hereinafter defined).

c. **International Cove Basin:** means and consists of the approximately 53.46-acre area shown in yellow on the Basin Map (located within the 112.5-acre “Southerly Properties” as hereinafter defined).

d. **Enclave Basin:** means and consists of the approximately 2.1 acre area shown in orange on the Basin Map (located within the 112.5 acre “Southerly Properties”).

e. **Southerly Properties:** means and consists of the combination of the County Basin described in subsection 2.b. above, the Enclave Basin, described in subsection 2.d. above, and the International Cove Basin described in subsection 2.c. above.

f. **Southerly Properties Drainage System:** means and consists of pipes, culverts, inlets, manholes, underground retention systems, ditches, levees, and related water control structures constructed for the purpose of regulating, retaining, detaining, controlling, discharging, treating and transporting stormwater runoff from the Southerly Properties through the

Existing County Easement Area and the Existing International Cove Easement Area into Sandy Lake. The Southerly Properties Drainage System encompasses a combination of existing stormwater infrastructure owned and maintained by the County, as well as, stormwater infrastructure owned and maintained by private and/or commercial properties.

g. **Emergency Situation:** means any condition that exists, or will imminently exist, which could reasonably have or reasonably 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.

h. **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 Southerly Properties Drainage System, the Sandy Lake Drainage System or Sandy Lake.

i. **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 Laws.

j. **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 Southerly Properties Drainage System, including, but not limited to, all permits required to be obtained from the South Florida Water Management District.

k. **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 Nos. 48-100218-P (issued on April 23, 2018) and 48-00854-S (issued on June 10, 2019), as either may be amended from time to time, but excluding the Southerly Properties Drainage System as defined herein.

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

a. Discharges from the Southerly Properties Drainage Easement shall be in accordance with the approved flow rates as of the date of this Easement Agreement from the County Basin, the Enclave Basin and the International Cove Basin, respectively, in place at the time of execution of this Easement Agreement. The 25-year/24-hour and 100-year/24-hour storm events’ peak discharge rates from the County Basin, the Enclave Basin and the International Cove Basin, respectively, shall be based upon the land uses, permits, and drainage systems existing as of the date of this Easement Agreement. Any modifications or revisions to existing stormwater management facilities and/or land uses must demonstrate no increase in peak runoff rates.

b. County shall not issue permits or otherwise authorize new developments or redevelopments within the Southerly Properties (i) that would increase the stormwater discharges into and within Sandy Lake from the Southerly Properties in excess of the rates established in Section 3a. above; (ii) for redevelopment projects within the Southerly Properties, any increase in impervious area above existing land use must be offset by on-site stormwater management facilities (e.g. stormwater pond, underground retention, etc.); and (iii) for any new development within the International Cove Basin within the existing vacant parcels, the allowable percent impervious shall be based on the existing South Florida Water Management District permit for the International Cove Pond. For the purposes hereof, “redevelopment” shall mean any change of land use or alteration of the existing improvements on a site that would increase the impervious surface coverage ratio beyond the limits specified herein. County shall notify Universal of all permit applications in the Southerly Properties, but the fact of such notification alone shall not give Universal the right to object to the granting of any such permits.

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 Southerly Properties, and (ii) through the Southerly Properties Drainage System. The County shall not direct or allow the discharge of stormwater into Sandy Lake from any other sources. The

County agrees that it has no other rights to drain into Sandy Lake except as expressly provided in the Amended Settlement Agreement and this Easement Agreement.

d. County shall not permit the discharge of 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 Orange County Environmental Protection Division shall monitor illicit discharges to existing stormwater facilities and report any violations to the South Florida Water Management District and all other applicable governmental and regulatory authorities. The County shall not knowingly conduct any activity or knowingly permit the discharge of a Hazardous Substance into Sandy Lake that would violate any applicable Permit.

e. County shall conduct routine maintenance and repair on any County owned infrastructure and facilities to ensure all storm pipes and appurtenances are in good working order. County is not responsible for maintenance and repair of existing stormwater facilities or infrastructure located on private and/or commercial properties.

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 Easement Agreement in the Public Records of Orange County, Florida, and Universal, the City and the Enclave hereby consent to such recording.

4. **Acknowledgments and Consents; "Indispensable Parties"**. The City and the Enclave, by execution hereof, hereby acknowledge and consent to the imposition of the Southerly Properties Drainage Easement in accordance with the terms and conditions of this Easement Agreement. The Enclave acknowledges and agrees that the Existing County Easement and the Existing International Cove Easement are in full force and effect. The Parties acknowledge and agree that the County's discharges of stormwater in accordance with this Easement Agreement will be consistent with the intent and meaning of the Existing County Easement and the Existing International Cove Easement, as modified by this Easement Agreement. The Parties also expressly consent to the ability of the "indispensable party" defendants whose properties are located within the Southerly Properties to continue to drain stormwater from their respective properties through the Southerly Properties Drainage System into Sandy Lake, in accordance with the terms and conditions of this Agreement.

5. **Maintenance**. County shall maintain the Existing County Easement Area and any County owned or operated facilities within the Southerly Properties in good repair and condition and in compliance with all Permits and applicable laws and shall not take any action or allow a condition to exist therein that restricts, impedes or limits the proper operation of the Sandy Lake Drainage System. County shall, to the extent of County's regulatory authority, timely enforce maintenance obligations with respect to private facilities within the Southerly Properties. 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 (to the extent of County's right to do so) the right to enter upon the Existing County Easement Area and the Existing International Cove Easement Area to conduct inspections to determine compliance with this Agreement, to conduct any test Universal deems desirable to ensure compliance with this Agreement, and to remedy any non-compliance with this Agreement (subject to the curative rights set forth below). The Enclave hereby grants to Universal the right to enter upon the Enclave Property for the same purposes provided herein. Absent an Emergency Situation, if Universal intends to conduct any intrusive or destructive tests, Universal shall provide the County (and if any testing is to be on Enclave Property, to the Enclave) with five (5) days prior written notice, and upon completion of such tests, shall restore the Existing County Easement Area or the Existing International Cove Easement Area to the condition it existed prior to such testing; provided, however, that if such testing reveals any non-compliance with this Easement Agreement, Universal may leave the Existing County Easement Area or the Existing International Cove 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 Easement Agreement, or that the County has conducted or permitted a condition to exist within the Southerly Properties 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 Easement 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 or the Existing International Cove 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 or the Existing International Cove 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 Easement Agreement, but not including any costs associated with inspections by Universal, provided that Universal supplies the County with all requested back-up documentation. Absent an Emergency Situation, if Universal intends to perform any remedial work that will occur on the Enclave Property, it will provide the Enclave with ten (10) days written notice before commencing the work, detailing the work to be performed and the purpose of the work. In performing such work, Universal shall use commercially reasonable efforts to avoid damaging any buildings or other improvements located on the Enclave Property.

To the extent permitted by law, Universal will indemnify, hold harmless, and defend the Enclave from any claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorney's fees (whether incurred before, during or after trial, or at any appellate level), with respect to any personal injury or physical property damage that is caused by or arises out of the negligent acts or omissions of Universal, its contractors, engineers,

architects, or other agents while performing any work on the Enclave Property under this Section. For the avoidance of doubt, Universal shall not be required to indemnify the Enclave under this Section for any claims by members or residents of the Enclave, unless such claims involve personal injury or physical property damage suffered by the member or resident.

7. **Relocation and Alteration.** Subject to Universal's compliance with all of the provisions of this Section and Universal's obligation to timely pay 100% of its costs and expenses of any nature or kind associated with any required property rights acquisition, engineering, permitting and construction ("Relocation and Alteration Costs") associated with the exercise and implementation of its rights under this Section 7, Universal shall have the right to withdraw any portion of Sandy Lake owned by Universal from this Easement 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, the Existing International Cove Easement Area, or this Southerly Properties Drainage Easement, provided that:

a. Such action does not (i) cause a material interruption in stormwater drainage from the Southerly Properties Drainage System, or (ii) increase the FEMA base flood (100-year) elevation under the Letter of Map Revision issued pursuant to FEMA Case No.: 20-04-1937P, 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, or (iv) cause a material adverse impact on the Enclave's beneficial use of the Enclave Property.

b. Universal shall be required to provide the County (and the Enclave, if the work will take place on the Enclave Property) with a complete set of plans for the proposed action upon submission of an application to the South Florida Water Management District, and in any event 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. In addition to the Relocation and Alteration Costs, as defined above, to be paid by Universal, Universal shall bear its own attorney's fees and costs associated with its exercise of its rights pursuant to this Section 7.

e. Universal may unilaterally record an instrument in the Public Records to evidence an action taken after compliance with this Section 7 and completion of the required work. Notwithstanding the preceding sentence, the Parties agree to execute such documents, in recordable form, as reasonably requested by any other 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 Southerly Properties Drainage System, (ii) cause the approved FEMA base flood (100-year) elevation under the Letter of Map Revision issued pursuant to FEMA Case No.: 20-04-1937P for 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, and compliance with all of the requirements of Section 7 above, including but not limited to, the payment of any and all Relocation and Alteration Costs. Universal shall bear its own attorney's fees and costs associated with the exercise of its rights pursuant to this Section 8.

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 Easement Agreement, including any violation of Environmental Laws. The indemnity set forth herein shall survive the termination of this Easement 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 Easement 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 Easement 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 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 Covenants.** Following the date hereof, the Enclave agrees that it shall not affirmatively grant any rights to the County or other third parties to discharge stormwater into the Enclave Property, the Southerly Properties Drainage System, or Sandy Lake. The Parties also agree that the Enclave has no obligation to ensure or compel compliance of any other Party's obligations under this Easement Agreement.

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 Easement Agreement or the intent of any provision contained herein.

b. **Singular and Plural Usages.** Whenever used herein, the singular number includes the plural, and the plural includes the singular.

c. **Construction of Agreement.** The fact that one of the Parties may be deemed to have drafted or structured any provision of this Easement Agreement shall not be considered in construing or interpreting any particular provision of this Easement Agreement, either in favor of or against such Party. Unless otherwise specified herein, any references to “exist”, “exists”, or “existing” mean such items as in existence on the date first set forth above and do not include any modification or amendment following such date.

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 Easement 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 Easement 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 Easement Agreement against any other amounts due or alleged due to the other Party whatsoever.

g. **No Partnership or Agency.** Nothing in this Easement 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 Easement Agreement, or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term 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 Easement Agreement shall be deemed valid and enforceable to the extent permitted by law.

i. **Entire Agreement/Modification.** The Parties agree that this Easement Agreement, together with the Parties' Amended Settlement Agreement and the Settlement Documents defined in the Amended 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 Easement 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 incurred in connection with the negotiation, preparation and execution of this Easement Agreement, the Amended Settlement Agreement, and the other Settlement Documents.

k. **Absence of Third-Party Beneficiary Rights.** No provision of this Easement 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 Easement 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 Easement 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 EASEMENT AGREEMENT.

m. **Counterparts.** This Easement 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. **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 Easement 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 Easement 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 any 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, Luna, Eden & Beaudine, LLP
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Michael J. Beaudine, 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.
Attn: President of Association
6165 Carrier Drive
Orlando, Florida 32819

and: Forster Boughman
2200 Lucien Way, Suite 405
Maitland, FL 32751
Attention: James E. Shepherd, Esq.

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

Exhibit "1" Universal's Portion of Sandy Lake

Exhibit "2" Basin Map

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Easement 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: _____

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 _____, 2022, 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)

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: _____

JOINDER FOR THE PURPOSES OF SECTIONS 4, 6, 7, 10, 11, AND 12 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 _____, 2022, 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)

JOINDER FOR THE PURPOSES OF SECTION 4 ONLY:

Witnesses: **CITY:**
CITY OF ORLANDO
Sign: _____
Print: _____ By: _____
Name: _____
Title: _____
Sign: _____
Print: _____

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, this _____ day of _____, 2022, 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"

UNIVERSAL'S PORTION OF SANDY LAKE

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 98, PAGE 100 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

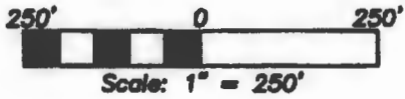
23°44'32" for a distance of 17.20 feet to the point of tangency; thence S08°33'16"E, 2.41 feet to the point of curvature of a curve concave Easterly having a radius of 58.50 feet and a chord bearing of S20°48'18"E; thence Southerly along the arc of said curve through a central angle of 24°30'04" for 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.

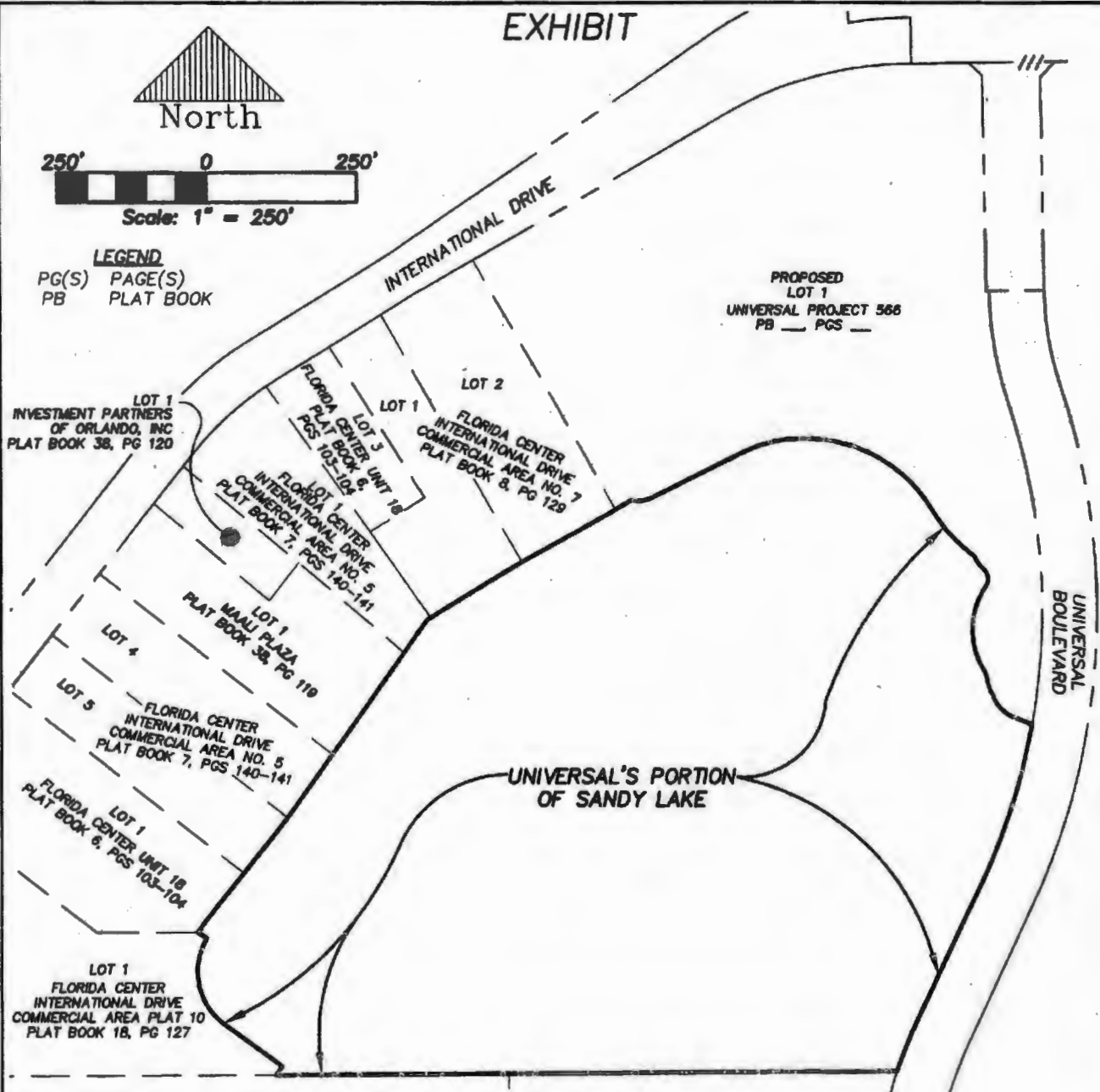
AND LESS AND EXCEPT (FROM THE UNIVERSAL PORTION):

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



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>

EXHIBIT “2”

BASIN MAP



- LEGEND**
- Control Structure
 - ▲ Curb Inlet
 - Ditch Bottom Inlet
 - Headwall
 - Manhole
 - Utility & Power Structure
 - Culverts
 - Open Channel
 - Pond
 - ▨ Estimation System / Storage Vault



SOUTHERLY PROPERTIES
AMENDED SETTLEMENT AGREEMENT EXHIBIT
ORANGE COUNTY, FLORIDA


 Pegasus Engineering, LLC
 301 West SR 434, Suite 308
 Winter Springs, Florida 32708
 Call: 407.462.4168
 Fax: 407.256.9133

SOURCE: AERIAL; ORANGE COUNTY PROPERTY APPRAISER (2007)

EXHIBIT B
LICENSE AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made as of the ___ day of _____, 202_, 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 depicting 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.

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 northerly 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 any 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.

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 landowners 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.

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 and attorneys' fees resulting from Enclave's failure to defend any such claim, and all 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 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 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, and the plural includes the singular.

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 the other Party, 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 term 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.

h. **Entire Agreement/Modification.** The Parties agree that this Agreement, together with the Amended Settlement Agreement by and among the Parties executed concurrently herewith (the "**Amended Settlement Agreement**"), and the Settlement Documents defined in the Amended 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 Amended Settlement Agreement.

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

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, Luna, Eden & Beaudine, LLP
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Michael J. Beaudine, Esq.

If to Enclave: THE ENCLAVE AT ORLANDO CONDOMINIUM
ASSOCIATION, INC.
c/o Forster Boughman & Lefkowitz
2200 Lucien Way, Suite 405
Maitland, FL 32751
Attention: 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.

[Remainder of Page Intentionally Left Blank]

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: _____

EXHIBIT "1"

SURVEY

EXHIBIT C
STIPULATION FOR DISMISSAL

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 an Amended Settlement Agreement dated _____, 202_ (the “Amended Settlement Agreement”), as follows:

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 Amended Settlement Agreement and the Settlement Documents (as defined in the Amended 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 _____; 202_:

/s/ Michael J. Beaudine
Michael J. Beaudine, Esq.
Florida Bar No. 0772763
beaudine@latham luna.com
LATHAM, LUNA, EDEN &
BEAUDINE, LLP
201 S. Orange Ave., Suite 1400
Orlando, Florida 32801
Telephone: (407) 481-5800
Facsimile: (407) 481-5801

Attorney for Plaintiff UCDP

/s/ Scott R. McHenry
Scott R. McHenry, Esq.
Florida Bar No. 501182
(Scott.McHenry@ocfl.net)

/s/ Roy Payne
Roy K. Payne, Esq.
Florida Bar No. 773311
pleadings@cityoforlando.net

Orange County Attorney's Office
201 South Rosalind Avenue, 3rd Floor,
Orlando, FL 32801-3527
Telephone: 407-836-7320

*Attorney for Defendant Orange County,
Florida*

Chief Assistant City Attorney
City of Orlando
P.O. Box 4990, 3rd 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

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 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' Amended Settlement Agreement and the Settlement Documents (as defined in the Amended Settlement Agreement), as may be necessary.

Dated: _____, 202_

Kevin B. Weiss
Circuit Court Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____, 202_, 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

EXECUTION VERSION

**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

SOUTHERLY PROPERTIES DRAINAGE EASEMENT AGREEMENT

THIS SOUTHERLY PROPERTIES DRAINAGE EASEMENT AGREEMENT (this "Easement Agreement") is made as of this 10th day of April, 202~~7~~³ 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 Easement Agreement to provide any required acknowledgments, covenants or stipulations set forth in the applicable sections hereunder. 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 approximately 25 acres of real property located within 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"), which includes a portion of Sandy Lake, consisting of approximately .6 acre, which is adjacent to its shoreline;

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 County also uses a portion of a 20-foot drainage easement lying north and south of Carrier Drive and discharging into Sandy Lake (the "Existing International Cove Easement Area"), as shown in the Plat of International Cove, according to the plat thereof, recorded in Plat Book 12, Page 18, of the Public Records of Orange County, Florida (the "Existing International Cove Easement");

WHEREAS, the City holds certain drainage easements rights for stormwater runoff drainage into Sandy Lake, which easements rights are unaffected by this Easement Agreement or the Amended Settlement Agreement among the Parties to which this Easement Agreement is an Exhibit A, pursuant to the dedications provided on the plats of Florida Center Unit 18, recorded in Plat Book 6, Page 103, as 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 stipulations and agreements 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 in the Amended Settlement Agreement executed contemporaneously herewith (the “**Amended Settlement Agreement**”), for the purposes of this Easement Agreement, the following terms shall have the meanings ascribed to them below:

a. **Basin Map:** means and refers to the map attached hereto as **Exhibit “2”**.

b. **County Basin:** means and consists of the approximately 56.94-acre area shown in green on the Basin Map (located within the 112.5-acre “Southerly Properties” as hereinafter defined).

c. **International Cove Basin:** means and consists of the approximately 53.46-acre area shown in yellow on the Basin Map (located within the 112.5-acre “Southerly Properties” as hereinafter defined).

d. **Enclave Basin:** means and consists of the approximately 2.1 acre area shown in orange on the Basin Map (located within the 112.5 acre “Southerly Properties”).

e. **Southerly Properties:** means and consists of the combination of the County Basin described in subsection 2.b. above, the Enclave Basin, described in subsection 2.d. above, and the International Cove Basin described in subsection 2.c. above.

f. **Southerly Properties Drainage System:** means and consists of pipes, culverts, inlets, manholes, underground retention systems, ditches, levees, and related water control structures constructed for the purpose of regulating, retaining, detaining, controlling, discharging, treating and transporting stormwater runoff from the Southerly Properties through the

Existing County Easement Area and the Existing International Cove Easement Area into Sandy Lake. The Southerly Properties Drainage System encompasses a combination of existing stormwater infrastructure owned and maintained by the County, as well as, stormwater infrastructure owned and maintained by private and/or commercial properties.

g. **Emergency Situation:** means any condition that exists, or will imminently exist, which could reasonably have or reasonably 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.

h. **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 Southerly Properties Drainage System, the Sandy Lake Drainage System or Sandy Lake.

i. **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 Laws.

j. **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 Southerly Properties Drainage System, including, but not limited to, all permits required to be obtained from the South Florida Water Management District.

k. **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 Nos. 48-100218-P (issued on April 23, 2018) and 48-00854-S (issued on June 10, 2019), as either may be amended from time to time, but excluding the Southerly Properties Drainage System as defined herein.

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

a. Discharges from the Southerly Properties Drainage Easement shall be in accordance with the approved flow rates as of the date of this Easement Agreement from the County Basin, the Enclave Basin and the International Cove Basin, respectively, in place at the time of execution of this Easement Agreement. The 25-year/24-hour and 100-year/24-hour storm events’ peak discharge rates from the County Basin, the Enclave Basin and the International Cove Basin, respectively, shall be based upon the land uses, permits, and drainage systems existing as of the date of this Easement Agreement. Any modifications or revisions to existing stormwater management facilities and/or land uses must demonstrate no increase in peak runoff rates.

b. County shall not issue permits or otherwise authorize new developments or redevelopments within the Southerly Properties (i) that would increase the stormwater discharges into and within Sandy Lake from the Southerly Properties in excess of the rates established in Section 3a. above; (ii) for redevelopment projects within the Southerly Properties, any increase in impervious area above existing land use must be offset by on-site stormwater management facilities (e.g. stormwater pond, underground retention, etc.); and (iii) for any new development within the International Cove Basin within the existing vacant parcels, the allowable percent impervious shall be based on the existing South Florida Water Management District permit for the International Cove Pond. For the purposes hereof, “redevelopment” shall mean any change of land use or alteration of the existing improvements on a site that would increase the impervious surface coverage ratio beyond the limits specified herein. County shall notify Universal of all permit applications in the Southerly Properties, but the fact of such notification alone shall not give Universal the right to object to the granting of any such permits.

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 Southerly Properties, and (ii) through the Southerly Properties Drainage System. The County shall not direct or allow the discharge of stormwater into Sandy Lake from any other sources. The

County agrees that it has no other rights to drain into Sandy Lake except as expressly provided in the Amended Settlement Agreement and this Easement Agreement.

d. County shall not permit the discharge of 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 Orange County Environmental Protection Division shall monitor illicit discharges to existing stormwater facilities and report any violations to the South Florida Water Management District and all other applicable governmental and regulatory authorities. The County shall not knowingly conduct any activity or knowingly permit the discharge of a Hazardous Substance into Sandy Lake that would violate any applicable Permit.

e. County shall conduct routine maintenance and repair on any County owned infrastructure and facilities to ensure all storm pipes and appurtenances are in good working order. County is not responsible for maintenance and repair of existing stormwater facilities or infrastructure located on private and/or commercial properties.

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 Easement Agreement in the Public Records of Orange County, Florida, and Universal, the City and the Enclave hereby consent to such recording.

4. **Acknowledgments and Consents; "Indispensable Parties"**. The City and the Enclave, by execution hereof, hereby acknowledge and consent to the imposition of the Southerly Properties Drainage Easement in accordance with the terms and conditions of this Easement Agreement. The Enclave acknowledges and agrees that the Existing County Easement and the Existing International Cove Easement are in full force and effect. The Parties acknowledge and agree that the County's discharges of stormwater in accordance with this Easement Agreement will be consistent with the intent and meaning of the Existing County Easement and the Existing International Cove Easement, as modified by this Easement Agreement. The Parties also expressly consent to the ability of the "indispensable party" defendants whose properties are located within the Southerly Properties to continue to drain stormwater from their respective properties through the Southerly Properties Drainage System into Sandy Lake, in accordance with the terms and conditions of this Agreement.

5. **Maintenance**. County shall maintain the Existing County Easement Area and any County owned or operated facilities within the Southerly Properties in good repair and condition and in compliance with all Permits and applicable laws and shall not take any action or allow a condition to exist therein that restricts, impedes or limits the proper operation of the Sandy Lake Drainage System. County shall, to the extent of County's regulatory authority, timely enforce maintenance obligations with respect to private facilities within the Southerly Properties. 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 (to the extent of County's right to do so) the right to enter upon the Existing County Easement Area and the Existing International Cove Easement Area to conduct inspections to determine compliance with this Agreement, to conduct any test Universal deems desirable to ensure compliance with this Agreement, and to remedy any non-compliance with this Agreement (subject to the curative rights set forth below). The Enclave hereby grants to Universal the right to enter upon the Enclave Property for the same purposes provided herein. Absent an Emergency Situation, if Universal intends to conduct any intrusive or destructive tests, Universal shall provide the County (and if any testing is to be on Enclave Property, to the Enclave) with five (5) days prior written notice, and upon completion of such tests, shall restore the Existing County Easement Area or the Existing International Cove Easement Area to the condition it existed prior to such testing; provided, however, that if such testing reveals any non-compliance with this Easement Agreement, Universal may leave the Existing County Easement Area or the Existing International Cove 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 Easement Agreement, or that the County has conducted or permitted a condition to exist within the Southerly Properties 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 Easement 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 or the Existing International Cove 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 or the Existing International Cove 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 Easement Agreement, but not including any costs associated with inspections by Universal, provided that Universal supplies the County with all requested back-up documentation. Absent an Emergency Situation, if Universal intends to perform any remedial work that will occur on the Enclave Property, it will provide the Enclave with ten (10) days written notice before commencing the work, detailing the work to be performed and the purpose of the work. In performing such work, Universal shall use commercially reasonable efforts to avoid damaging any buildings or other improvements located on the Enclave Property.

To the extent permitted by law, Universal will indemnify, hold harmless, and defend the Enclave from any claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorney's fees (whether incurred before, during or after trial, or at any appellate level), with respect to any personal injury or physical property damage that is caused by or arises out of the negligent acts or omissions of Universal, its contractors, engineers,

architects, or other agents while performing any work on the Enclave Property under this Section. For the avoidance of doubt, Universal shall not be required to indemnify the Enclave under this Section for any claims by members or residents of the Enclave, unless such claims involve personal injury or physical property damage suffered by the member or resident.

7. **Relocation and Alteration.** Subject to Universal's compliance with all of the provisions of this Section and Universal's obligation to timely pay 100% of its costs and expenses of any nature or kind associated with any required property rights acquisition, engineering, permitting and construction ("Relocation and Alteration Costs") associated with the exercise and implementation of its rights under this Section 7, Universal shall have the right to withdraw any portion of Sandy Lake owned by Universal from this Easement 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, the Existing International Cove Easement Area, or this Southerly Properties Drainage Easement, provided that:

a. Such action does not (i) cause a material interruption in stormwater drainage from the Southerly Properties Drainage System, or (ii) increase the FEMA base flood (100-year) elevation under the Letter of Map Revision issued pursuant to FEMA Case No.: 20-04-1937P, 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, or (iv) cause a material adverse impact on the Enclave's beneficial use of the Enclave Property.

b. Universal shall be required to provide the County (and the Enclave, if the work will take place on the Enclave Property) with a complete set of plans for the proposed action upon submission of an application to the South Florida Water Management District, and in any event 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. In addition to the Relocation and Alteration Costs, as defined above, to be paid by Universal, Universal shall bear its own attorney's fees and costs associated with its exercise of its rights pursuant to this Section 7.

e. Universal may unilaterally record an instrument in the Public Records to evidence an action taken after compliance with this Section 7 and completion of the required work. Notwithstanding the preceding sentence, the Parties agree to execute such documents, in recordable form, as reasonably requested by any other 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 Southerly Properties Drainage System, (ii) cause the approved FEMA base flood (100-year) elevation under the Letter of Map Revision issued pursuant to FEMA Case No.: 20-04-1937P for 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, and compliance with all of the requirements of Section 7 above, including but not limited to, the payment of any and all Relocation and Alteration Costs. Universal shall bear its own attorney's fees and costs associated with the exercise of its rights pursuant to this Section 8.

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 Easement Agreement, including any violation of Environmental Laws. The indemnity set forth herein shall survive the termination of this Easement 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 Easement 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 Easement 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 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 Covenants.** Following the date hereof, the Enclave agrees that it shall not affirmatively grant any rights to the County or other third parties to discharge stormwater into the Enclave Property, the Southerly Properties Drainage System, or Sandy Lake. The Parties also agree that the Enclave has no obligation to ensure or compel compliance of any other Party's obligations under this Easement Agreement.

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 Easement Agreement or the intent of any provision contained herein.

b. **Singular and Plural Usages.** Whenever used herein, the singular number includes the plural, and the plural includes the singular.

c. **Construction of Agreement.** The fact that one of the Parties may be deemed to have drafted or structured any provision of this Easement Agreement shall not be considered in construing or interpreting any particular provision of this Easement Agreement, either in favor of or against such Party. Unless otherwise specified herein, any references to “exist”, “exists”, or “existing” mean such items as in existence on the date first set forth above and do not include any modification or amendment following such date.

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 Easement 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 Easement 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 Easement Agreement against any other amounts due or alleged due to the other Party whatsoever.

g. **No Partnership or Agency.** Nothing in this Easement 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 Easement Agreement, or the application thereof to any Party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term 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 Easement Agreement shall be deemed valid and enforceable to the extent permitted by law.

i. **Entire Agreement/Modification.** The Parties agree that this Easement Agreement, together with the Parties' Amended Settlement Agreement and the Settlement Documents defined in the Amended 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 Easement 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 incurred in connection with the negotiation, preparation and execution of this Easement Agreement, the Amended Settlement Agreement, and the other Settlement Documents.

k. **Absence of Third-Party Beneficiary Rights.** No provision of this Easement 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 Easement 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 Easement 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 EASEMENT AGREEMENT.

m. **Counterparts.** This Easement 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. **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 Easement 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 Easement 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 any 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, Luna, Eden & Beaudine, LLP
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Michael J. Beaudine, 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.
Attn: President of Association
6165 Carrier Drive
Orlando, Florida 32819

and: Forster Boughman
2200 Lucien Way, Suite 405
Maitland, FL 32751
Attention: James E. Shepherd, Esq.

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

Exhibit "1" Universal's Portion of Sandy Lake
Exhibit "2" Basin Map

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Easement 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: [Signature]

Print: Adam Williams

By: Universal City Property Management II LLC
its General Partner

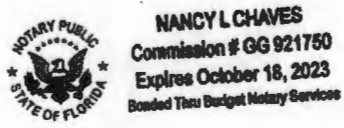
By: [Signature]
Name: John L. McReynolds
Title: SVP - External Affairs

Sign: [Signature]

Print: Jeanette Rodriguez

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 4th day of April, 2022, by John L. McReynolds as SVP External Affairs 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.



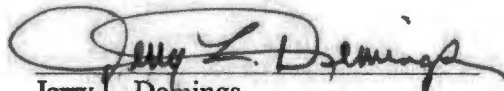
(NOTARIAL SEAL)

NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Nancy L. Chaves
My Commission Expires: 10/18/23
(AFFIX NOTARY SEAL)



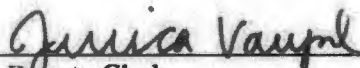
COUNTY:

ORANGE COUNTY, FLORIDA

By: 
Jerry L. Demings
Orange County Mayor

Date: 1/18/23

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

By: 
for Deputy Clerk

Date: 1/18/23

JOINDER FOR THE PURPOSES OF SECTIONS 4, 6, 7, 10, 11, AND 12 ONLY:

ENCLAVE:

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

Witnesses:

Sign: Heather Castagno

Print: Heather Castagno

Sign: Angela Perkins

Print: Angela Perkins

By: [Signature]
Name: ED MANN
Title: PRESIDENT
ENCLAVE CONDO ASSOCIATION

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 14 day of October, 2022, by ED MANN, 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.

CHERI L MYERS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
DECEMBER 08 2024

Cheri L. Myers
NOTARY PUBLIC, STATE OF FLORIDA New Jersey
Print Name: Cheri L Myers
My Commission Expires: December 08 2024
(AFFIX NOTARY SEAL)

JOINDER FOR THE PURPOSES OF SECTION 4 ONLY:

CITY:

CITY OF ORLANDO

Witnesses:

Sign: Diana Perez

Print: Diana Perez

Sign: Annie Velez

Print: Annie Velez

By: [Signature]

Name: Jim Conway

Title: Mayor Pro Tem

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, this 5th day of December, 2022, personally appeared Jim Conway, 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.



Diana Perez
NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Diana Perez
My Commission Expires: February 11, 2023
(AFFIX NOTARY SEAL)

EXHIBIT "1"

UNIVERSAL'S PORTION OF SANDY LAKE

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 [REDACTED], PAGE [REDACTED] 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

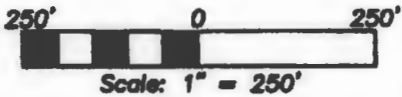
23°44'32" for a distance of 17.20 feet to the point of tangency; thence S08°33'16"E, 2.41 feet to the point of curvature of a curve concave Easterly having a radius of 58.50 feet and a chord bearing of S20°48'18"E; thence Southerly along the arc of said curve through a central angle of 24°30'04" for 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 5
FLORIDA CENTER UNIT 18
PLAT BOOK 6,
PGS 103-104

LOT 2
FLORIDA CENTER
INTERNATIONAL DRIVE
COMMERCIAL AREA NO. 7
PLAT BOOK 8, PG 129

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

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 herein.
- 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>18197</u>	SCALE <u>1"=250'</u>	SHEET <u>1</u>
DATE: <u>11/2018</u>	DATE: <u>11/2018</u>			OF <u>1</u>

EXHIBIT "2"

BASIN MAP

