



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 2

DATE: September 9, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Mindy T. Cummings, Manager
Real Estate Management Division *MC*

FROM: Juanita Thomas, Sr. Title Examiner
Real Estate Management Division *ST/MC*

CONTACT PERSON: **Mindy T. Cummings, Manager**

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

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

PROJECT: Hartzog Road Permit 12-E-001 OCU File#97807

District 1

PURPOSE: To provide a Non-Exclusive Permanent Utility Easement to replace an un-recorded Non-Exclusive Temporary Easement Agreement.

ITEMS: Non-Exclusive Permanent Easement Agreement
Cost: Donation
Size: 3,481.7 square feet – Reuse Water Easement Area
Size 4,108.1 square feet – Sanitary Sewer Easement Area

APPROVALS: Real Estate Management Division
County Attorney's Office
Utilities Department

REMARKS: The Hartzog Road Project construction required a Temporary Construction Easement (TCE) between the developer and Reedy Creek Improvement District (RCID). The TCE had provisions for a Permanent Easement between RCID and Orange County (County) to cover ownership and maintenance after completion of construction. The form of the Permanent Easement was dictated in the TCE.

Now that construction is complete, RCID needs to provide a Non-Exclusive Permanent Easement to cover ownership and maintenance that will provide inspecting, replacing (in the same location), operating, maintaining, and repairing existing underground facilities (underground facilities consist of the following: potable water, reuse water, and sanitary sewer).

The Hartzog Road Project construction follows the Flamingo Crossings/Western Way easements that were negotiated between RCID and the County and mirrors the original Flamingo Crossings/Western Way easements in language and structure.

The County is executing this Non-Exclusive Permanent Easement Agreement to show acceptance of its terms and conditions.

Grantor to pay recording fees.

SEP 27 2022

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

NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AGREEMENT (the “**Easement Agreement**”) is made as of the Effective Date (as defined below) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (“**Grantor**”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (“**Grantee**”).

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain real property located in Orange County, Florida (the “**Property**”); and

WHEREAS, Grantee desires (i) non-exclusive permanent easements on, under and across (a) an area of the Property as more particularly described on **Exhibit “A-1”** attached to and made a part of this Easement Agreement (the “**Potable Water Easement Area**”) for the purpose of inspecting, replacing (in the same location), operating, maintaining, and repairing Grantee’s existing potable water lines and related underground facilities (collectively, the “**Potable Water Facilities**”); (b) an area of the Property as more particularly described on **Exhibit “A-2”** attached to and made a part of this Easement Agreement (the “**Reuse Water Easement Area**”) for the purpose of inspecting, replacing (in the same location), operating, maintaining, and repairing Grantee’s existing reuse water lines and related underground facilities (collectively, the “**Reuse Water Facilities**”); and (c) an area of the Property as more particularly described on **Exhibit “A-3”** attached to and made a part of this Easement Agreement (the “**Sanitary Sewer Easement Area**” and, together with the Potable Water Easement Area and Reuse Water Easement Area, the “**Easement Area**”) for the purpose of inspecting, replacing (in the same location), operating, maintaining, and repairing Grantee’s existing sanitary sewer lines and related underground facilities (collectively, the “**Sanitary Sewer Facilities**” and together with the Potable Water Facilities and the Reuse Water Facilities, the “**Facilities**”); and, (ii) in connection with the Facilities, access to and from the Easement Area over and across adjacent public roads, alleys, sidewalks, and other designated areas as Grantor may designate from time to time (in this Easement Agreement items (i) and (ii) above are sometimes referred to as the “**Permitted Use**”); and

WHEREAS, any known existing license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area are disclosed by Grantor on **Exhibit “B”** attached to and made a part of this Easement Agreement; and

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

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreement of the parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated in this Easement Agreement by reference.

2. **Grant and Use of Easement.** Grantor grants to Grantee, a non-exclusive easement in perpetuity, or such earlier date as the use thereof is abandoned (this “**Easement**”) on, over, through, under, and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth in this Easement Agreement and in other prior-recorded instruments such as easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area identified in **Exhibit “B”**. This Easement shall be used by Grantee (and its permitted successors and assigns, employees, contractors, and agents [collectively “**Grantee’s Representatives**”]) for the Permitted Use of the Easement Area, together with the right of vehicular and pedestrian ingress and egress in connection therewith by Grantee, including Grantee’s Representatives, to and from the Easement Area over and across public roads, alleys, sidewalks, and other areas as Grantor may designate from time to time (as provided below) and for no other purpose. Grantee’s rights in connection with the Easement Area shall include the right, subject to the prior written approval of Grantor, to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to designate (from time to time) specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property and Grantor’s adjacent property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. Grantor accepts the location of the Facilities as set forth in the permit issued by Grantor for the construction of the improvements subject to the provisions of Section 4.d), below.

Notwithstanding any provision in this Easement Agreement to the contrary, Grantee (including, without limitation, its permitted successors and assigns) shall be required to obtain a Right-of-Way Permit, in substantially and materially the same form as is attached to this Easement Agreement and incorporated herein by this reference as **Exhibit “C”** from Grantor prior to initiating any work (other than work in response to an emergency) within the Easement Area or accessing the Easement Area. The Right-of-Way Permit is intended to inform Grantor of when and for what purpose Grantee is accessing the Easement Area so that Grantor is aware of all third parties on Grantor’s Property and to allow Grantor to coordinate third party activities on Grantor’s Property. Grantor shall timely respond to Grantee’s request for a Right-of-Way Permit and shall not deny any reasonable request unless (temporary) denial is necessary to avoid interference with Grantor or other third party already working within or in close proximity to the Easement Area, and then only for the limited period of time Grantee or such other third party is actively working in, or within close proximity to, the Easement Area. Notwithstanding the foregoing requirement to obtain a Right-of-Way Permit before initiating any work in the Easement Area, in the case of an emergency, Grantee may initiate work in the Easement Area in response to the emergency without first obtaining a Right-of-Way Permit provided that Grantee gives prior or

contemporaneous oral notification to Grantor describing the nature of the emergency and the work to be performed and, within 72 hours of beginning the work, requests a Right-of-Way Permit for such work. In addition, Grantee shall comply with all applicable governmental permitting requirements, and will obtain all required permits prior to initiation of work within the Easement Area. Grantee acknowledges that Grantee's access to the Easement Area and for ingress and egress across Grantor's Property is subject at all times to the strict compliance by Grantee, including Grantee's Representatives during the performance of their work, with all security provisions, rules and regulations of Grantor in effect at the time of the work.

3. Limitation of Rights. This Easement Agreement creates a non-exclusive Easement, and Grantee does not and will not (at any time) claim any interest or estate of any kind or extent in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant to this Easement Agreement. Furthermore, except as provided in and subject to Section 4.d), below, no new facilities may be constructed within the Easement Area without the prior written consent of Grantor. Replacement of the Facilities with facilities in the same location and of the same or equivalent type, size, number, and capacity shall not be deemed construction of new facilities.

4. Grantor's Reservation of Rights. Subject to the rights created in this Easement Agreement, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose not inconsistent with, nor in conflict with, the rights granted to Grantee in this Easement Agreement, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided such right does not materially damage or subject the Facilities to damage, or unreasonably interfere with Grantee's Permitted Use of the Easement Area, pursuant to the terms of this Easement Agreement or any Grantor-issued Right-of-Way Permit. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially damage the Facilities or subject the Facilities to damage, or materially interfere with Grantee's Permitted Use of the Easement Area or the purposes for which this Easement is granted;

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

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use of the Easement Area, and to perform any repair or

maintenance of the Easement Area, and to enter upon the Easement Area at any time to remedy any condition thereof in the event of an emergency. Except for Grantor's negligent or willful acts or omissions, Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or arising from the improper performance thereof;

d) to relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Facilities to another location either within or outside of the Easement Area, from time to time, in Grantor's discretion so long as such use does not materially interfere with the purposes for which this Easement is granted, at Grantee's sole cost and expense (including the cost of design, permitting, engineering, and construction of the new Facilities and any related cost and expense) (each such relocation, alteration or modification being referred to herein as a "**Grantor Required Relocation**"). In the event of any Grantor Required Relocation, Grantee shall, at Grantor's option, either: (i) execute a release (in recordable form) of the rights granted under this Easement Agreement with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Easement Agreement (in recordable form) to cover the new easement area(s), in which event this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in the subsequent agreement; or (ii) execute an amendment (in recordable form) to this Easement Agreement amending the description of the Easement Area to reflect the designated location where the Facilities are to be relocated. Grantee (at Grantor's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Easement Agreement and the relocation, alteration or modification of the Easement Area or the Facilities, in whole or in part. In the event of a Grantor Required Relocation, and at Grantee's request, Grantor shall give Grantee reasonable time and opportunity to suggest or recommend to Grantor one or more alternatives to, or modifications of, the Grantor Required Relocation that would minimize the expense to Grantee while satisfying the reasons for the Grantor Required Relocation and Grantor shall consider any such suggestions or recommendations except that Grantor shall have the sole discretion to accept or reject (or accept in part and reject in part) such suggestions and/or recommendations. If any or all of the Easement Area or the Facilities are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense), promptly remove the Facilities within a reasonable time and restore the Easement Area to the same condition existing at the time of the execution of this Easement Agreement, and commence use of the new location designated by Grantor; and

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

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

a) not interfere with or prevent the following: (i) the normal development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the normal use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any

development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property so long as such use does not materially interfere with Grantee's Permitted Use of the Easement Area or the purposes for which this Easement was granted. Grantor, including its successors and assigns, agrees that the construction of the Facilities and the normal operation and maintenance of the Facilities will not materially interfere with the activities described in this subsection 5.a), and will not materially interfere with the activities described in subsections 5.c) and d) below;

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

c) not interfere with any existing license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area disclosed in Exhibit "B";

d) not interfere with any undisclosed existing or hereafter granted license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation, or right-of-way does not materially interfere with Grantee's Permitted Use of the Easement Area or the purposes for which this Easement was granted;

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

f) operate, maintain, replace, and repair the Facilities, at its sole cost and expense [except as provided in Section 4.d) above], and in compliance with all applicable Laws and permits, in an expeditious and good and workmanlike manner, and maintain the appearance of all above-ground facilities, if any, if permitted hereunder by Grantor (and of the Easement Area, if requested by Grantor) in reasonably the same condition as existed upon completion of their initial installation;

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be misused, or disposed of upon, above or under, the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor is not liable to Grantee for any Hazardous Materials Activities caused by Grantee, including Grantee's Representatives while working on behalf of Grantee. To the extent provided by law, Grantee will be liable to Grantor for any and all Hazardous Materials Activities performed by Grantee's Representatives during the performance of any work related to the

Facilities or this Easement Agreement and any and all hazardous spills, fires, or other environmental hazards on the Easement Area or the Property caused by Grantee, or Grantee's Representatives while working on behalf of Grantee, or in any way resulting from Grantee's repair, replacement, maintenance, or operation of the Facilities;

h) after completion of any repair or replacement work with respect to the Facilities (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, and good and workmanlike manner, remove any temporary improvements and equipment placed on the Easement Area, and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantor has the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand, and receipt of a detailed invoice, all of Grantor's actual and reasonable costs in connection therewith, in accordance with Section 6 below.

6. **Breach by Grantee.** If Grantee breaches any provision in this Easement Agreement, then following receipt of written notice of any such failure from Grantor, Grantee has twenty-one (21) days to cure such failure, or if such failure cannot reasonably be cured within the twenty-one (21) day period, then such reasonable period necessary (said period to be mutually agreed upon by Grantee and Grantor) to cure the failure using due diligence; provided, however, that notwithstanding the cure period, Grantor may take reasonable action necessary to protect against immediate and significant damage to property or injury to persons. If Grantee fails to cure any such breach within the agreed upon period to cure such breach, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the actual and reasonable cost of the cure upon demand and the receipt of a detailed invoice setting forth the description and cost of the cure. Grantee shall pay the invoice in accordance with the provisions of the Florida Prompt Payment Act. Notwithstanding any other provision of this Easement Agreement, in no event shall either party have any liability to the other party under this Easement Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for any special, incidental, indirect, exemplary or consequential damages; provided, however, that damages due to Hazardous Materials Activities or releases or leaks from Grantee's Facilities shall be deemed to be direct damages. Notwithstanding the foregoing, Grantee shall not be liable for any damages due to Hazardous Materials Activities or releases or leaks from Grantee's Facilities caused by or resulting from the negligent or willful acts or omissions of Grantor, or Grantor's employees, agents, contractors, guests, invitees or licensees.

7. **Condition of Easement Area; Indemnity.** Grantee acknowledges that it (i) had the opportunity to physically inspect the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms,

conditions, restrictions and limitations applicable thereto. To the extent permitted by Florida law, including, but not limited to, Section 768.28, Florida Statutes (or any successor law), the parties agree to (a) hold the other harmless from the negligent acts or omissions of itself, its officers, employees, or agents, arising out of this Easement Agreement. Neither party shall be liable for the negligent acts or omissions of the other party. Neither Grantor nor Grantee shall, by virtue of entering into this Easement Agreement, waive their individual right to sovereign immunity or the sovereign immunity limits established by Florida law.

8. Insurance. The parties acknowledge that Grantee is self-insured. Unless otherwise agreed to by Grantor and Grantee, Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "**Additional Insured**"); and

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

All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of B+ VII or better, shall include a waiver of subrogation, be primary and noncontributory and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Upon Grantor's written request, certificates of insurance, together with copies of the binding endorsements identifying the Additional Insured, shall be furnished to Grantor. In the event of any cancellation or reduction of coverage, Grantee's contractors shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

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

10. No Warranty: Entire Agreement. Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Easement Agreement or the Easement Area, other than as may be set forth in this Easement Agreement. This Easement Agreement embodies the entire understanding of the parties, and supersedes all prior discussions and

agreements between the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Easement Agreement. This Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties, in the same manner as executed below. Notwithstanding anything to the contrary set forth in this Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and Grantor shall have no liability or obligation for or with respect to damage to any of Grantee's Facilities unless due to the negligent or willful acts or omissions of Grantor, or Grantor's employees, agents, contractors, guests, invitees or licensees.

11. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iii) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

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

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

If to Grantee: Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825-7600
Attn: Director of Utilities

With a copy to: Orange County Administrator's Office
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
P.O. Box 1393
Orlando, Florida 32801-3527
Attn: County Administrator

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

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

14. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Easement Agreement, or arising out of any matter pertaining to this Easement Agreement, must be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto and expressly waive all rights to trial by jury for any matters arising under this Easement Agreement.

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

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

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

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

19. **No Public Rights Created.** Nothing in this Easement Agreement creates, or may be construed to create, any rights in or for the benefit of the general public in or to the Easement Area or the Easement granted by this Easement Agreement.

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

GRANTOR:

WITNESSES TO GRANTOR:

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation

Sam DHS (Signature)
SAMUEL A. DUHS (Print Name)

By: *[Signature]* (Signature)
John H. Classe, Jr. District Administrator

Dated: 8/30/22

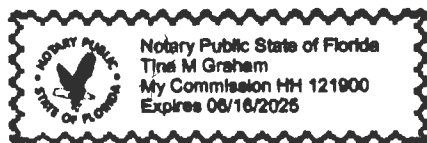
Maile Borden (Signature)
Tracy A Borden (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of August, 2022, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is ☒ personally known to me or ☐ produced as identification.

[Notary Seal]

Jane Graham
Notary Public



Name typed, printed or stamped
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]



GRANTEE:

ORANGE COUNTY

By: Board of County Commissioners

By: Burnell Brooks
Jerry L. Demings
County Mayor

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

By: Lakela Louis
for Deputy Clerk

Lakela Louis
Printed Name

EXHIBIT "A-1"
Description for Potable Water Easement Area

LEGAL DESCRIPTION

PROJECT: #12-E-001
NAME: Hartzog Road

DESCRIPTION

16" POTABLE WATER MAIN EASEMENT

A parcel of land lying in Section 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 28, run along the East line of the Northwest 1/4 of said Section 28, S 00°17'54" W, 2322.04 feet, to the Southeast corner of the North 3/4 of the Northwest 1/4 of said Section and a point on the Southerly right of way line of Hartzog Road as described in Official Records Book 9782, Page 7172 Book 10170, Page 4303 and Book 10173, Page 8868 of the Public Records of Orange County, Florida and the Point of Beginning; thence run along said right of way line and the South line of the North 3/4 of the Northwest 1/4 of said Section, N 89°43'52" W, 24.51 feet to a point on a non-tangent curve concave Westerly having a radius of 1155.00 feet, and a central angle of 05°00'54"; thence from a tangent bearing of N 16°15'10" E run Northerly along the arc of said curve, 101.09 feet; thence N 37°37'41" W, 95.02 feet; thence N 54°23'08" E, 20.01 feet; thence S 37°37'41" E, 103.35 feet to a point on the aforesaid Easterly right of way line and a point on a non-tangent curve concave Westerly having a radius of 1175.00 feet, and a central angle of 04°29'37"; thence from a tangent bearing of S 10°47'36" W run Southerly along the arc of said curve and right of way line, 92.15 feet; thence continue along said right of way line and the East line of the Northwest 1/4 of said Section, S 00°17'54" W, 13.58 feet to the Point of Beginning.

Containing 4082 square feet, more or less.

REVISED: 7/19/22



P.O.B. 10000
LAKE BUENA VISTA
FL 32830-1000
PHONE 407-824-2888

Ready Creek Energy Services, LB 7714
6300 Center Drive, Bay Lake, Florida 32830-1000

DATE	3/9/22
SCALE	1" = 150'
DRAWN BY	JLG
PLANNED	10JG22015
SHEET 1 OF 2	

EXHIBIT "A-1"
Description for Potable Water Easement Area

SKETCH OF DESCRIPTION

PROJECT: #12-E-001
 NAME: Hartzog Road

P.O.C.

NORTHEAST CORNER OF THE NORTHWEST 1/4 CORNER,
 SEC 28, TWN 24 S, RNG 27 E

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1155.00	05°00'54"	101.09	N 16°15'10" E
C2	1175.00	04°29'37"	92.15	S 10°47'36" W

TANGENT TABLE		
LINE#	BEARING	DIST.
L1	N 89°43'52" W	24.51
L2	N 37°37'41" W	95.02
L3	N 54°23'08" E	20.01
L4	S 37°37'41" E	103.35
L5	S 00°17'54" W	13.58

East line of the Northwest 1/4
 of Section 28-24-27

GRAPHIC SCALE
 SCALE 1" = 150'

ABBREVIATIONS
 SEC=SECTION
 TWN=TOWNSHIP
 RNG=RANGE
 POS=POINT OF BEGINNING
 POC=POINT OF COMMENCEMENT
 POT=POINT OF TERMINATION

S LINE, N 3/4, NW 1/4, SEC. 28

SOUTHERLY R/W LINE

EASTERLY R/W LINE

P.O.B.

SE CORNER, N 3/4, NW 1/4, SEC. 28
 4082 square feet±

SURVEYOR'S NOTE
 CHAPTER 5J-17, FLORIDA
 ADMINISTRATIVE CODE REQUIRES
 THE FOLLOWING STATEMENT.
 "THIS IS NOT A
 BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE
 E. LINE, NW 1/4 SEC. 28-24S-27E
 AS BEING S 00°17'54" W

REVISED: 7/19/22

RCES
 READY CREEK ENERGY SERVICES

P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-8888

Jeff L. Green P.S.M., Florida Certificate No. 5357
 NOTE: Not valid without the signature and the original
 released seal of a Florida licensed surveyor and mapper.
 Reedy Creek Energy Services, LB 7714
 6300 Center Drive, Bay Lake, Florida 32830-1000

DATE
 3/9/22
 SCALE
 1" = 150'
 DRAWN BY
 JLG
 FILED
 10JG22015
 SHEET 2 OF 2

EXHIBIT "A-2"
Description for Reuse Water Easement Area

LEGAL DESCRIPTION

PROJECT: #12-E-001
NAME: Hartzog Road

DESCRIPTION

12" SANITARY SEWER FORCE MAIN

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

Commence at the Northeast corner of the Northwest 1/4 of said Section 28, run along the East line of the Northwest 1/4 of said Section 28, S 00°17'54" W, 2322.04 feet to the Southeast corner of the North 3/4 of the Northwest 1/4 of said Section; thence run along the South line of the North 3/4 of the Northwest 1/4 of said Section and a point on the Southerly right of way line of Hartzog Road as described in Official Records Book 9782, Page 7172 Book 10170, Page 4303 and Book 10173, Page 8868 of the Public Records of Orange County, Florida; thence run along said line the following two courses, N 89°43'52" W, 142.53 feet to the Point of Beginning; thence N 89°43'52" W, 17.92 feet to the Westerly right of way line of Hartzog Road as described in Official Records Book 9782, Page 7172 Book 10170, Page 4303 and Book 10173, Page 8868 of the Public Records of Orange County, Florida and a point on a non-tangent curve concave Westerly having a radius of 1025.00 feet, and a central angle of 10°03'58"; thence from a tangent bearing of N 18°20'45" E run Northerly along the arc of said curve and right of way line, 180.08 feet; thence continue along said line the following two courses; S 81°43'13" E, 5.50 feet; thence N 08°16'47" E, 32.49 feet; thence departing said right of way line run, N 57°33'18" E, 29.90 feet; thence S 11°04'30" W, 50.33 feet to a point of curvature of a curve concave Westerly having a radius of 1079.06 feet, and a central angle of 09°33'58"; thence run Southerly along the arc of said curve, 180.16 feet to the Point of Beginning.

Containing 4688 square feet, more or less.

REVISED: 7/19/22



P.O. BOX 10000
LAKE BUENA VISTA
FL 32830-1000
PHONE 407-924-5855

Ready Creek Energy Services, LB 7714
6300 Center Drive, Bay Lake, Florida 32830-1000

DATE	3/9/22
SCALE	1" = 150'
DRAWN BY	JLG
FILED	10JG22013
SHEET 1 OF 2	

EXHIBIT "A-2"
Description for Reuse Water Easement Area

SKETCH OF DESCRIPTION

PROJECT: #12-E-001
 NAME: Hartzog Road

P.O.C.

NORTHEAST CORNER OF THE NORTHWEST 1/4 CORNER,
 SEC 28, TWN 24 S, RNG 27 E

East line of the Northwest 1/4
 of Section 28-24-27

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1025.00	10° 03' 58"	180.08	N 18° 20' 45" E
C2	1079.06	09° 33' 58"	180.16	S 11° 04' 30" W

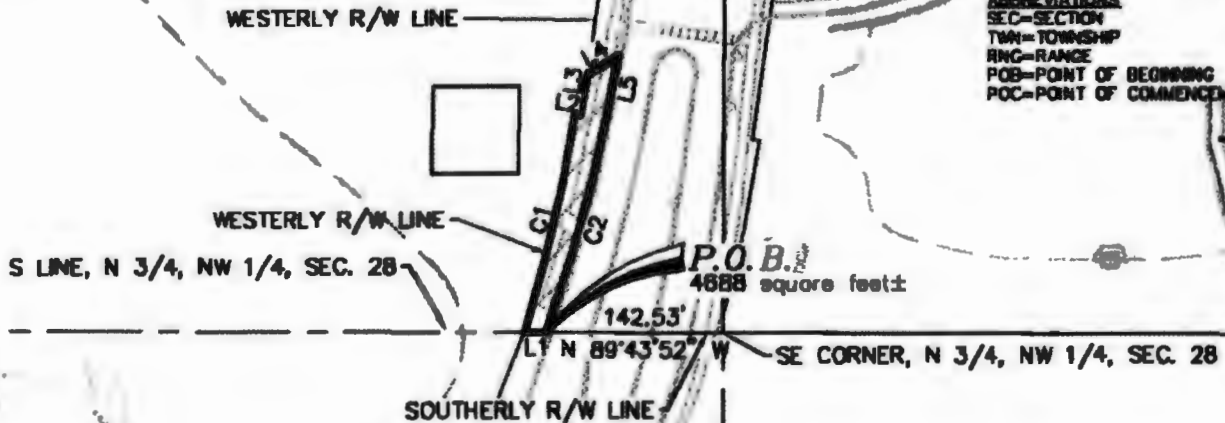
TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 89° 43' 52" W	17.92
L2	S 81° 43' 13" E	5.50
L3	N 08° 16' 47" E	32.49
L4	N 57° 33' 18" E	29.90
L5	S 11° 04' 30" W	50.33

HARTZOG ROAD
 ROAD RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 8782/7172
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8888
 PD 28-24-27-0000-00-017
 PD 28-24-27-0000-00-018
 PD 28-24-27-0000-00-020



ABBREVIATIONS
 SEC=SECTION
 TWN=TOWNSHIP
 RNG=RANGE
 POB=POINT OF BEGINNING
 POC=POINT OF COMMENCEMENT



SURVEYOR'S NOTE
 CHAPTER 5J-17, FLORIDA
 ADMINISTRATIVE CODE REQUIRES
 THE FOLLOWING STATEMENT.
 "THIS IS NOT A
 BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE
 E. LINE, NW 1/4 SEC. 28-24S-27E
 AS BEING S 00°17'54" W

REVISED: 7/19/22



P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-5888

Jerry L. Green P.S.M. Florida Certificate No. 5357
 NOTE: Not valid without the signature and the original
 sealed map of a Florida licensed surveyor and mapper.
 Reedy Creek Energy Services, LB 7714
 6300 Center Drive, Bay Lake, Florida 32830-1000

DATE
 3/9/22
 SCALE
 1" = 150'
 DRAWN BY
 JLG
 FILENAME
 10JG22013
 SHEET 2 OF 2

EXHIBIT "A-3"
Description for Sanitary Sewer Easement Area

LEGAL DESCRIPTION

PROJECT: #12-E-001
NAME: Hartzog Road

DESCRIPTION

12" SANITARY SEWER FORCE MAIN

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

Commence at the Northeast corner of the Northwest 1/4 of said Section 28, run along the East line of the Northwest 1/4 of said Section 28, S 00°17'54" W, 2322.04 feet to the Southeast corner of the North 3/4 of the Northwest 1/4 of said Section; thence run along the South line of the North 3/4 of the Northwest 1/4 of said Section and a point on the Southerly right of way line of Hartzog Road as described in Official Records Book 9782, Page 7172 Book 10170, Page 4303 and Book 10173, Page 8868 of the Public Records of Orange County, Florida; thence run along said line the following two courses, N 89°43'52" W, 142.53 feet to the Point of Beginning; thence N 89°43'52" W, 17.92 feet to the Westerly right of way line of Hartzog Road as described in Official Records Book 9782, Page 7172 Book 10170, Page 4303 and Book 10173, Page 8868 of the Public Records of Orange County, Florida and a point on a non-tangent curve concave Westerly having a radius of 1025.00 feet, and a central angle of 10°03'58"; thence from a tangent bearing of N 18°20'45" E run Northerly along the arc of said curve and right of way line, 180.08 feet; thence continue along said line the following two courses; S 81°43'13" E, 5.50 feet; thence N 08°16'47" E, 32.49 feet; thence departing said right of way line run, N 57°33'18" E, 29.90 feet; thence S 11°04'30" W, 50.33 feet to a point of curvature of a curve concave Westerly having a radius of 1079.06 feet, and a central angle of 09°33'58"; thence run Southerly along the arc of said curve, 180.16 feet to the Point of Beginning.

Containing 4688 square feet, more or less.

REVISED: 7/19/22



P.O.B. 10000
LAKE BUENA VISTA
FL 32830-1000
PHONE 407-824-9855

Ready Creek Energy Services, LB 7714
6300 Center Drive, Bay Lake, Florida 32830-1000

DATE	3/9/22
SCALE	1" = 150'
DRAWN BY	JLG
PLANNED	10JG22013
SHEET 1 OF 2	

EXHIBIT "A-3"
Description for Sanitary Sewer Easement Area

SKETCH OF DESCRIPTION

PROJECT: #12-E-001
 NAME: Hartzog Road

P.O.C.

NORTHEAST CORNER OF THE NORTHWEST 1/4 CORNER,
 SEC 28, TWN 24 S, RNG 27 E

East line of the Northwest 1/4
 of Section 28-24-27

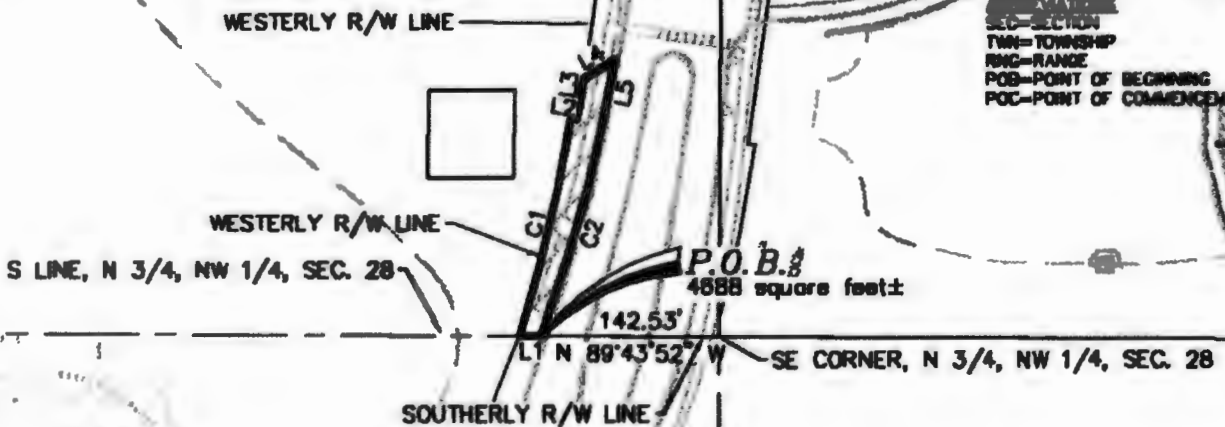
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1025.00	10°03'58"	180.08	N 18°20'45" E
C2	1079.06	09°33'58"	180.16	S 11°04'30" W

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 89°43'52" V	17.92
L2	S 81°43'13" E	5.50
L3	N 08°16'47" E	32.49
L4	N 57°33'18" E	29.90
L5	S 11°04'30" V	50.33

HARTZOG ROAD
 ROD RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9782/7172
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/6888
 PID 28-24-27-0000-00-017
 PID 28-24-27-0000-00-018
 PID 28-24-27-0000-00-020



SURVEYOR'S NOTE
 CHAPTER 5J-17, FLORIDA
 ADMINISTRATIVE CODE REQUIRES
 THE FOLLOWING STATEMENT.
**"THIS IS NOT A
 BOUNDARY SURVEY"**

BEARINGS ARE BASED ON THE
 E. LINE, NW 1/4 SEC. 28-24S-27E
 AS BEING S 00°17'54" W

REVISED: 7/19/22



P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE 407-824-9888

Jeff L. Green P.S.M. Florida Certificate No. 5357
 NOTE: Not valid without the signature and the original
 ruled map of a Florida licensed surveyor and mapper.
 Reedy Creek Energy Services, LB 7714
 6300 Center Drive, Bay Lake, Florida 32830-1000

DATE: 3/9/22
 SCALE: 1" = 150'
 DRAWN BY: JLG
 FLOWNO: 10JG22013
 SHEET 2 OF 2

EXHIBIT "B"

**List of known existing licenses, easements, reservations, or rights-of-way upon, above, over, through, under,
or across the Easement Area:**

(attached)



PROPERTY INFORMATION REPORT

Order No.: 10560920

Addressee:

Wilson Title Services, LLC
9271 South John Young Parkway
Orlando, FL 32819

Fidelity National Title Insurance Company has caused to be made a search of the Public Records of Orange County, Florida, ("Public Records"), from January 1, 1970 through June 17, 2022, limited to known existing licenses, easements, reservations or rights-of-way upon, above, over, through, under, or across the Easement Area, as to the following described real property lying and being in the aforesaid County, to-wit:

POTABLE WATER EASEMENT AREA

16" POTABLE WATER MAIN EASEMENT:

A parcel of land lying in Section 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 quarter of said Section 28, run along the East line of the Northwest 1/4 of said Section 28, S 00°17'54" W, 2322.04 feet to the Southeast corner of the North 3/4 of the Northwest 1/4 of said Section and a point on the Westerly right of way line of Hartzog Road as described in Official Records Book 9782, Page 7172, Book 10170, Page 4303 and Book 10173, Page 8868, of the Public Records of Orange County, Florida and the Point of Beginning; thence run along said right of way line and the South line of the North 3/4 of the Northwest 1/4 of said Section, N 89°43'52" W, 24.51 feet to a point on a non-Tangent curve concave Westerly, having a radius of 1155.00 feet and a central angle of 05°00'54"; thence from a tangent bearing of N 16°15'10" E, run Northerly along the arc of said curve, 101.09 feet; thence N 37°37'41" W, 65.00 feet to a point on a proposed Non-exclusive utility easement in favor of Orange County, File No. 98030 Parcel R2; thence run along a line, N 54°23'08" E, 20.01 feet; thence S 37°37'41" E, 73.33 feet to a point on a aforesaid right of way line and a point on a non-tangent curve concave Westerly, having a radius of 1175.00 feet and a central angle of 04°29'37"; thence from a tangent bearing of S 10°47'36" W, run Southerly along the arc of said curve and right of way line, 92.15 feet; thence continuing along said right of way line and the Southeast corner of the North 3/4 of the Northwest 1/4 of said Section, S 00°17'54" W, 13.58 feet to the Point of Beginning.

REUSE WATER EASEMENT AREA

12" SANITARY SEWER FORCE MAIN/16" RECLAIMED WATER MAIN EASEMENT:

A parcel of land lying in Section 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 quarter of said Section 28, run along the East line of the Northwest 1/4 of said Section 28, S 00°17'54" W, 2322.04 feet to

the Southeast corner of the North 3/4 of the Northwest 1/4 of said Section; thence run along the South line of the North 3/4 of the Northwest 1/4 of said Section, N 89°43'52" W, 142.53 feet to the Point of Beginning; thence continue along said line, N 89°43'52" W, 17.92 feet to the Westerly right of way line of Hartzog Road as described in Official Records Book 9782, Page 7172, Book 10170, Page 4303 and Book 10173, Page 8868, of the Public Records of Orange County, Florida and a point on a non-tangent curve concave Westerly, having a radius of 1025.00 feet, a central angle of 10°03'58"; thence from a tangent bearing of N 18°20'45" E, run Northerly along the arc of said curve and right of way line, 180.08 feet; thence continue along said line the following two courses; S 81°43'13" E, 5.50 feet; thence N 08°16'47" E, 6.10 feet to a point on a proposed non-exclusive utility easement in favor of Orange County, File No. 98030 Parcel R1; thence run along said line, N 57°33'18" E, 28.12 feet; thence S 11°04'30" W, 22.75 feet to a point of curvature of a curve concave Westerly, having a radius of 1079.06 feet and a central angle of 09°33'58"; thence run Southerly along the arc of said curve, 180.16 feet to the Point of Beginning.

SANITARY SEWER EASEMENT AREA

12" SANITARY SEWER FORCE MAIN/16" RECLAIMED WATER MAIN EASEMENT:

A parcel of land lying in Section 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 quarter of said Section 28, run along the East line of the Northwest 1/4 of said Section 28, S 00°17'54" W, 2322.04 feet to the Southeast corner of the North 3/4 of the Northwest 1/4 of said Section; thence run along the South line of the North 3/4 of the Northwest 1/4 of said Section, N 89°43'52" W, 142.53 feet to the Point of Beginning; thence continue along said line, N 89°43'52" W, 17.92 feet to the Westerly right of way line of Hartzog Road as described in Official Records Book 9782, Page 7172, Book 10170, Page 4303 and Book 10173, Page 8868, of the Public Records of Orange County, Florida and a point on a non-tangent curve concave Westerly, having a radius of 1025.00 feet, a central angle of 10°03'58"; thence from a tangent bearing of N 18°20'45" E, run Northerly along the arc of said curve and right of way line, 180.08 feet; thence continue along said line the following two courses; S 81°43'13" E, 5.50 feet; thence N 08°16'47" E, 6.10 feet to a point on a proposed non-exclusive utility easement in favor of Orange County, File No. 98030 Parcel R1; thence run along said line, N 57°33'18" E, 28.12 feet; thence S 11°04'30" W, 22.75 feet to a point of curvature of a curve concave Westerly, having a radius of 1079.06 feet and a central angle of 09°33'58"; thence run Southerly along the arc of said curve, 180.16 feet to the Point of Beginning.

The following documents affecting said real property in the aforesaid Public Records of Orange County, Florida have been found:

1. Right-of-Way Agreement recorded in Deed Book 839, Page 454.
2. Right-of-Way Agreement recorded in Deed Book 839, Page 454.
3. Interlocal Agreement between Orange County, Florida and Reedy Creek Improvement District Regarding Transfer of Jurisdiction of Hartzog Road recorded in Official Records Book 9711, Page 5346; First Amendment to Interlocal Agreement recorded in Official Records Book 9782, Page 7172.
4. Hartzog Road Right-of-Way Agreement recorded in Official Records Book 9712, Page 4850.

5. Additional right-of-way conveyed in Warranty Deed recorded in Official Records Book 10170, Page 4303.
6. Additional right-of-way conveyed in Special Warranty Deed recorded in Official Records Book 10173, Page 8868.
7. Additional right-of-way conveyed in Special Warranty Deed recorded in Official Records Book 10815, Page 4619.
8. Non-Exclusive Permanent Easement Agreement in favor of BellSouth Telecommunications LLC recorded in Official Record Instrument No. 20200216591.
9. Non-Exclusive Easement Agreement in favor of Duke Energy Florida LLC, d/b/a Duke Energy recorded in Official Records Instrument No. 20200471834.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Addressee(s) only, and it may not be used or relied upon by any other party. This Report may not be used by a Fidelity National Title Insurance Company agent for the purpose of issuing a Fidelity National Title Insurance Company title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Fidelity National Title Insurance Company

Terry Dray

Commercial Examiner

EXHIBIT "C"

Right of Way Permit

(attached)

RIGHT OF WAY PERMIT

Date: _____ Permit Number: _____

CORRIDOR (Road / Canal Name): _____

County: _____ Section(s): _____ Township: _____ Range: _____

Permittee: _____

Address: _____

Phone: _____

Permittee is requesting permission from the Reedy Creek Improvement District (hereinafter "RCID") to:

and the conditions set forth and described in Exhibits "A" and "B" (hereinafter the "Work") (Attach additional sheets, if required. Coordinates referencing the precise location of the Work must be specified)

1. The Work is within the corporate limits of a municipality. Yes ☐ No ☐ [Mark one]
 If yes, indicate the name of the municipality: _____

2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on _____ to the following:

3. The office of RCID's local Engineer, Kathryn Boes Kolbo, PE (hereinafter "Engineer"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to RCID prior to commencement of the Work.
5. All Work, including materials and equipment, must meet RCID standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all RCID property shall be restored to its original condition, to the extent practicable, in keeping with RCID specifications and in a manner satisfactory to RCID.
7. Installations shall conform to RCID's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to RCID's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall commence the Work on _____ and shall be finished with all of the Work by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.
10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.
11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.

Amended 08-03-2018

12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor (as determined in the sole discretion of the District Administrator of RCID), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon, as required by the District Administrator of RCID. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain _____ document between RCID and _____, dated _____, and, if recorded, filed in the records of _____ County, Book _____, Page _____. RCID acknowledges that this Permit is granted in conjunction with that certain document referenced above and in the event of any discrepancies between the two documents, RCID acknowledges that the terms and condition of this Permit are subordinate to and superseded by the terms and condition of the Easement referenced above.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with RCID's construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID's contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "Law" or the "Laws", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:
15. Special Instructions:
16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless RCID and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use the right-of way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or RCID. Permittee shall cooperate with RCID in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to RCID. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no

Amended 08-03-2018

such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly. However, to the extent the Work is done pursuant to an Easement Agreement, the indemnification terms and conditions contained in the Easement Agreement shall be effective and replaces the above to the extent of conflict.

17. During construction, Permittee shall observe all safety regulations imposed by RCID and shall take all appropriate measures that may be necessary to safely conduct the public through the area in which the Work is being conducted, including, but not limited to, placing and displaying safety devices, all in accordance with the Federal Manual on Uniform Traffic Control Devices ("MUTCD"), as amended, and the State of Florida Department of Transportation ("FDOT") most current edition of FDOT's Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction, as amended.
18. If Permittee, in the sole and absolute discretion of RCID, shall be found not to be in compliance with RCID's requirements in effect as of the approval date of this Permit, this Permit shall be void, and all Work must either be immediately brought into compliance or removed from the corridor at the sole expense of Permittee.
 - a) In conjunction therewith, Permittee shall, without violating any Laws:
 - i) Deactivate, place out of service or remove the described facilities and the Work in accordance with Industry Standards and and/or within the specifications of and to the sole satisfaction of RCID in accordance with the terms of this Permit, as hereinabove set forth;
 - ii) Retain ownership and all legal obligations of ownership of the Work and all facilities associated therewith; and
 - iii) Be responsible (upon the request of RCID) for location (horizontally and vertically) of existing facilities within RCID's corridor.
 - b) Permittee further covenants and agrees that it shall indemnify, hold harmless and defend RCID, its Board of Supervisors, elected and appointed officials, and any of its directors, officers, employees or agents, from and against any loss, damage, claim, cost, charge or expense arising:
 - i) From or as a result of the presence of the Work and the associated facilities, or the materials and/or products utilized therein, including removal of same;
 - ii) Out of any act, action, negligence, omission, or commission by Permittee, its officers, agents, employees, contractors or subcontractors; or
 - iii) If applicable, as a result of placing the facilities installed by Permittee out of service, including, but not limited to, causes arising out of any future removal of the facilities or the Work by Permittee or any entity other than Permittee, whether or not such entity is acting at the instruction of Permittee or RCID.
19. This Permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without RCID's prior written consent.
20. RCID agrees to allow Permittee to retain the facilities hereinabove described within the corridor for the time period set forth in paragraph 9 above, contingent upon, the continuing satisfactory performance of the conditions of this Permit.
21. Permittee's employee responsible for Maintenance of Traffic is: _____

Contact number: _____

Submitted By: _____

Printed Name of Permittee

Date

Title (If doing business under a fictitious name, provide proof of compliance with Law)

Signature of Permittee

Approved By: _____

RCID Engineer or Authorized Representative

Date

ISSUED FOR:

Amended 08-03-2018

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign:

Location of Sign:

Disney Grid Coordinates:

Type of Sign:

Face of Sign, including All Symbols or Text:

Once the approved sign has been installed a digital photograph along with the RCID sign identification number must be provided to RCID.

NOTE: The Reedy Creek Improvement District (RCID) follows the minimum standards established in the Florida Department of Transportation (FDOT) Manual of Uniform Traffic Control Devices (MUTCD). In addition to these standards, the RCID has also adopted the signage standards specific to RCID. All proposed signage must be reviewed and approved by the RCID Senior Planner, or authorized representative, prior to the completion of this application.

Planning Approval By: _____

Date

Amended 08-03-2018

RCID USE ONLY

**PERMIT
FINAL INSPECTION REPORT**

Date: _____

Permit Number: _____

County/Section/Township/Range: _____

Date Started: _____

Date Completed: _____

Required for Sign Installation:

Copy of Digital Photo Received by RCID on: _____

Remarks:

I, the undersigned, do hereby attest that the Work approved by the Permit set forth above was installed in accordance with all Permit requirements.

Signed: _____

Title: _____

Date: _____

Inspected By: _____

Permit Closure Approved By: _____

Amended 08-03-2018