



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 6

DATE: April 26, 2018

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

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

FROM: Erica L. Guidroz, Acquisition Agent *EG*
Real Estate Management Division

**CONTACT
PERSON:** Paul Sladek, Manager

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

**ACTION
REQUESTED:** APPROVAL AND EXECUTION OF DRAINAGE FEE AGREEMENT
BETWEEN REEDY CREEK IMPROVEMENT DISTRICT AND
ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS
TO DRAINAGE FEE AND RECORDING FEES AND RECORD
INSTRUMENT

PROJECT: CR 545 (Avalon Rd) (Osceola County Line to Porter Road)

District 1

PURPOSE: To provide for discharge of stormwater into Reedy Creek Improvement
District facilities

ITEM: Drainage Fee Agreement
Cost: \$97,955

BUDGET: Account No.: 1034-072-5006-6110

FUNDS: \$97,955.00 Payable to Reedy Creek Improvement District
(drainage fee)

\$103.50 Payable to Orange County Comptroller
(recording fees)

APPROVALS: Real Estate Management Division
Public Works Department

REMARKS: This Drainage Fee Agreement is needed to allow stormwater drainage from the CR 545 Avalon Road (Osceola County Line to Porter Road) project to discharge into facilities of the Reedy Creek Improvement District.

The need for this agreement was contemplated by the "Third Amendment to Village H Horizon West Road Network Agreement (C.R. 545)" approved by the Board of County Commissioners on November 28, 2017, and the drainage fee is to be paid by funds received from the participating owners under such road agreement.

Under Ordinance Approval

Amount: \$98,058.50

Charge to Account #1034-072-5006-6110

Date _____

Date _____

District # 1

Reedy Creek Improvement District
P.O. BOX 10170
Lake Buena Vista, Florida 32830
Purchase Price \$97,955.00

Orange County Comptroller
Recording Fees \$103.50

 X Contract
 Copy of Executed Instruments
 Certificate of Value
 Settlement Analysis

Total \$ 98,058.50

Payable to: Orange County Comptroller (\$103.50)

CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)

Recommended by Erica Guidroz
Erica Guidroz, Acquisition Agent

4-19-18
Date

Payment Approved Paul Sladek
Paul Sladek, Manager, Real Estate Management Division

Date 4/19/18

Certified _____
Approved by BCC Deputy Clerk to the Board

MAY 08 2018

Date

Examinado/Aprobado _____
Comptroller/Government Grants

Check No. / Date

REMARKS:

Scheduled Closing Date: As soon as check is available

Anticipated Closing Date: TBD

Please Contact Acquisition Agent @ 67036 if you have any questions.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

MAY 8 2018

Under Ordinance Approval

Amount: \$98,058.50

Engineering Approval 4/29/18 Date

Fiscal Approval 4/30/18 Date

1003-072-2766-6110-\$103.50

Pre-Condensation Post-Condensation X N/A District # 1

Total \$ 98,058.50

Payable to: Orange County Comptroller (\$103.50)

4-19-18
Date

Date: 4/19/18

Date _____

Check No. / Date

Please Contact Acquisition Agent @ 67036 if you have any questions.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAY 08 2018

Record and Return to:
Kathryn Boes Kolbo, P.E.
REEDY CREEK IMPROVEMENT DISTRICT
Planning and Engineering Department
Post Office Box 10170
Lake Buena Vista, FL 32830-0170

THIS SPACE FOR RECORDER'S USE

THIS DRAINAGE FEE AGREEMENT ("Agreement") is made and entered into as of the latest date of execution ("Effective Date"), by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation of the State of Florida ("**RCID**") and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, FL 32802-1393 ("**Orange County**").

WITNESSETH

WHEREAS, Orange County is the owner of certain lands located in Orange County, Florida, which lands are commonly known as County Route 545, Segment 3 & 4 and are more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, Vanasse Hangen Brustlin, Inc. prepared for Orange County a report entitled Drainage Report, CR 545 Widening, Orange County, Florida, dated October 2016, and plans entitled Avalon Road (CR545), Segment 3, dated June 13, 2017, and Avalon Road (CR545), Segment 4, dated June 13, 2017 for the Property ("**Construction Documents**") based upon the proposed development ("**Development Plan**"); and

WHEREAS, Orange County intends to construct and operate a stormwater drainage facility ("**Orange Facility**") to be constructed in accordance with the Development Plan and Construction Documents for the Property; and

WHEREAS, RCID owns and operates a surface stormwater control system facility ("**RCID Facility**") which is, or will be capable of receiving a limited amount of stormwater runoff from the Property; and

WHEREAS, Orange County desires to acquire the right to discharge stormwater from the Property into the RCID Facility; and

WHEREAS, the parties hereto wish to implement an Agreement setting forth the criteria, standards and costs that will be associated with the discharge of stormwater by Orange County from the Property into the RCID Facility;

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. **RECITALS.** The above recitals are true and correct and form a material part of this Agreement.

2. **DRAINAGE FEE.** Orange County shall pay to RCID the sum of Ninety-seven thousand, nine hundred fifty-five and 00/100 Dollars (\$97,955.00) ("**Drainage Fee**") concurrently with Orange County's delivery to RCID of a fully-executed original of this Agreement. Payment of the Drainage Fee is consideration for the use of RCID's Facility by Orange County as approved by RCID and SFWMD.

3. **TERM.** This Agreement shall commence on the date this Agreement is fully executed and Orange County delivers a fully-executed original of the same to RCID and expire on the date that the discharge of surface water into the RCID Facility from Orange County shall cease, unless sooner terminated as provided herein.

4. **STORMWATER VOLUME.**

(a) Permitted Discharge. Orange County may discharge and RCID agrees to receive surface water from the Property at a rate of no greater than 45.94 CFS for the 50-year/3-day storm event ("**Calculated Discharge**") as shown in the Construction Documents. All discharges shall be made in the manner and at the locations shown in the Construction Documents.

(b) Modifications. All requests for modifications to the Development Plan and/or Construction Documents shall be accompanied by updated development plans and updated construction plans and updated calculations for stormwater discharge from the Property. RCID shall have no obligation to approve a modification of the Construction Documents if, as a result of such change, the Calculated Discharge is increased or the point of discharge into the RCID Facility is relocated.

(c) Adjustments to Drainage Fees: Excess Discharge. If any modification to the Development Plan or Construction Documents indicates an increase in the Calculated Discharge, RCID may require Orange County to further modify the Construction Documents and/or Development Plan. If RCID agrees to accept a modification to the Development Plan or Construction Documents that indicates an increase in the Calculated Discharge, the drainage fees hereunder payable by Orange County to RCID shall be adjusted to reflect the revised discharge. In the event that modifications increase the impact upon RCID's water system, Orange County shall be subject to the provisions of Paragraph 11 hereof.

5. **COMPLIANCE WITH LAWS.**

(a) Compliance. Orange County shall comply with and insure that the quality of all stormwater discharge from the Property to the RCID Facility shall meet or exceed the standards of Chapter 62 of the Florida Administrative code and Water Quality Act of 1987 as such Code and Act are modified and amended from time to time. Orange County shall conduct any wastewater treatment on the Property pursuant to a valid permit from the County Health Department, and any other applicable agencies, and shall maintain such treatment facilities in strict compliance with the rules and regulations of all applicable agencies. In addition to the foregoing, Orange County shall comply with all present and future local, municipal, county, state and federal water quality, waste water, environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives, as well as decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing, and Orange County shall obtain, maintain and comply with all applicable permits in connection with Orange County's use of the Property and the RCID Facility (collectively, "Laws"). Orange County shall promptly deliver to RCID true and accurate copies of all applicable permits and shall, upon issuance of same, pay all costs and expenses incurred with respect to compliance with this Paragraph 5.

(b) Notification. Orange County shall notify RCID within five (5) business days in writing of any condition which may (i) result in noncompliance with any Law; or (ii) may require additional permits; or (iii) may conflict with any permits previously issued to Orange County. If a condition arises which will or has led to noncompliance with any Law or an issued permit, said notification to RCID shall also include the planned course of action to remedy the situation; said plan shall be subject to RCID's approval and to be implemented by Orange County at no cost to RCID. This requirement shall exist throughout the development of the Property and the term of this Agreement.

(c) Testing and Monitoring. From time to time, to the extent RCID is required to monitor and submit water quality test results to any applicable governmental agency (for any water quality parameters), Orange County shall be required, at its expense and at RCID's option, to ensure testing within the Orange Facility only for the applicable parameters at the same times and on the same frequency as required of RCID. Additionally, in connection with RCID's obligation to submit such reports to the governmental agency, RCID shall have the right (at any time and from time to time) to come upon any portion of the Property open to the public, without obstructing traffic and/or interfering with any County facilities, to obtain water "grab" samples for purposes of said water quality testing. Such reports must show the quality of stormwater being discharged from the Property meets or exceeds applicable water quality Laws.

(d) Monitoring Reports. Should Orange County provide any governmental agency(ies) with data regarding the quality of stormwater being discharge from the Property, Orange County shall, within 15 calendar days, provide RCID with true and accurate copies of such reports.

(e) Violations. If RCID determines any violation of any water quality Law is an imminent threat to health, safety or the environment, RCID shall provide written notice to Orange County, instructing Orange County to remedy the threat, as soon as possible following the detection of such occurrence. In the case of an emergency, RCID shall have the reasonable right, at its sole option, to take whatever actions RCID deems reasonably necessary to prevent further stormwater discharge not meeting such water quality Laws from entering the RCID Facility including, but not limited to, the right to enter upon the Property to implement appropriate containment and/or corrective measures. In such a case, RCID shall notify Orange County and request an appropriate permit, including but not limited to a right-of-way utilization permit, as soon as possible, but in any case no later than 24 hours after any entry onto the Property. RCID (i) shall be reimbursed by Orange County upon demand, all reasonable sums expended by RCID in order to remedy the imminent threat and (ii) shall promptly reimburse Orange County for any damages sustained by Orange County due to action(s) and/or inaction by RCID that may exceed the minimal actions necessary to cure the imminent threat and insure that all discharge from the Property meets such water quality Law(s). RCID shall, at all times and to the extent possible, ensure that there is no obstruction of traffic and/or interference with any County facilities. The parties shall also endeavor to prevent duplication of efforts in complying with this subsection

(f) Waste Load Allocations. If future Laws impose upon RCID waste load limitations on the quantity of pollutants and other constituent elements of stormwater that may be discharged from the RCID Facility ("**Waste Load Limitations**"), such that the discharge from the Property may be a contributing factor, RCID may impose such aforementioned Waste Load Limitations on the stormwater discharged from the Property into the RCID Facility and Orange County agrees to abide by such limitations or cease discharge into the RCID Facility.

6. **SUPERIOR REQUIREMENT.** Notwithstanding anything contained in this Agreement to the contrary, all the provision of this Agreement are subject to any additional or more stringent requirements imposed by any applicable federal, state or local governmental entity or authority. If RCID is required to perform any additional testing, monitoring, maintenance of other activities in the RCID Facility and such requirements are also applicable to the Orange Facility, or if the failure to perform certain activities or functions with respect to the Orange Facility by Orange County could adversely affect the RCID Facility or cause the RCID Facility to be in violation of any applicable Law, then Orange County shall satisfy all reasonable requirements imposed by RCID to assure the compliance of the Orange Facility to these requirements imposed by any applicable federal, state or local governmental entity or authority.

7. **CONSTRUCTION PLANS.** Notwithstanding anything contained hereinabove to the contrary, Orange County shall not be permitted to discharge into the RCID Facility except from activities on the Property contained in the Development Plan, consistent with the Construction Documents and that have received all applicable permits and approvals in accordance with all Laws and the requirements of all applicable agencies including RCID, as the same may be amended from time to time. Prior to the commencement of any future construction, Orange County shall provide to RCID plans for construction submitted to SFWMD for the Property. RCID shall, within a reasonable time, approve plans (i) prepared in accordance with the then

applicable RCID requirements and (ii) consistent with the Construction Documents and (iii) consistent with the Calculated Discharge.

8. **BREACH.** If Orange County breaches any provision in this Agreement and fails to cure any such breach within fifteen (15) business days after its receipt of written notice thereof or fails to commence remedial action within such period if cure is not possible within such period, and/or thereafter fails to proceed diligently to complete curing same, in addition to any other right or remedy available to RCID at law or in equity, RCID shall have the right but not the obligation at its option to: (i) provide such written notice and cure any such breach and Orange County agree to reimburse RCID for the reasonable cost thereof upon demand; or (ii) require that Orange dam or otherwise bar all surface water discharge from the Property at Orange County's sole cost and expense until the violation is cured; or (iii) dam or otherwise bar all surface water discharge from the Property at Orange County's sole cost and expense until the violation is cured.

9. **INDEMNIFICATION.** Orange County agrees to defend, indemnify, and hold harmless RCID, its Board of Supervisors, officers, directors, agents, employees, representatives, successors and assigns from all claims, actions, losses, suits, judgments, fines, liabilities, costs, and expenses (including attorney's fees) attributable to its alleged or actual negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement or the alleged or actual negligent acts of its successors, representatives, agents and assigns and all of their officers, directors and employees. Nothing contained herein shall constitute a waiver by Orange County of its sovereign immunity or of the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions, and/or negligence of the other party.

10. **INSURANCE.**

10.1 Insurance. Orange County shall maintain throughout the term:

10.1.1 Commercial General Liability Insurance (including contractual coverage) written on an occurrence form basis with minimum limits of One Million and No/100 Dollars (\$1,000,000) in the annual aggregate protecting it and RCID from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the Agreement hereunder or from or out of any negligent act or omission of Orange County, its respective officers, directors, agents, or employees. Such coverage under this subsection shall include, without limitation, premises/operations, broad form contractual, products/completed operations, independent contractors, broad form property damage and personal injury. The Commercial General Liability coverage required hereunder shall not include any exclusion or restriction pertaining to electromagnetic fields.

10.1.2 Excess (or umbrella) insurance written on an occurrence basis and providing coverage for a limit of Twenty Million and No/100 Dollars (\$20,000,000) in the annual aggregate in excess of the insurance required in subsections 10.1.1 hereof.

10.2. **Policy Requirement.**

All such insurance in this Article 10 shall be with companies and on forms acceptable to RCID and shall provide that the coverage there under may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to RCID. All insurance shall be primary and not contributory. All insurance shall be written by companies with a BEST Guide rating of B+ VII or better. Accord certificates of insurance (or copies of policies, if required by RCID) shall be furnished to RCID naming RCID and its Board of Supervisors, officers, directors, agents, employees, representatives, successors and assigns as additional insured and contain a waiver of subrogation. (The additional insured hereunder does not apply to Workers' Compensation).

Notwithstanding anything in the above Section 10.1 seemingly to the contrary, and without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, Orange County may self-insure in lieu of providing the insurance required by Article 10, and Orange County acknowledges to be self-insured for General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes. Upon request Orange County shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which RCID agrees to find acceptable for the coverage mentioned above. RCID's failure to request proof of insurance or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve Orange County of its liability and obligations under this agreement.

Orange County shall require all contractors performing work within the Property to procure and maintain workers' compensation, commercial general liability, business auto liability, and contractor's pollution liability coverage. Orange County and RCID shall be listed as an additional insured on all general liability policies.

11. **MAINTENANCE AND MODIFICATION OF THE ORANGE FACILITY.** Orange County covenants and agrees to exercise reasonable efforts to maintain the Orange Facility in good and substantial order and condition and as otherwise required by applicable Law. Any modifications to the Orange Facility that may impact the Calculated Discharge must be submitted and approved by RCID and SFWMD prior to initiation of construction. Should the modifications increase the impact upon RCID's water system, RCID may choose, in its sole discretion, to deny the admission of additional surface waters or assess additional charges to be paid by Orange County.

12. **CERTIFICATE OF COMPLETION; AS-BUILT PLANS.** Within ten (10) days prior to the earlier of (i) occupancy of any improvements on the Property, or (ii) the Property being subjected to beneficial use, Orange County shall provide to RCID (and to SFWMD if required to do so by SFWMD) a Certificate of Completion for all drainage facilities constructed on the Property. Said Certificate of Completion shall be signed and sealed by a professional engineer licensed to practice in the State of Florida and shall include a set of "As-Built Plans" of the completed drainage facilities, as required by SFWMD in Chapters 40E-4.381 (1)(f) F. A. C. and 40E-40.381 (1) F. A. C. The As-Built Plans shall verify that the Orange Facility was completed in substantial compliance with the Construction Documents.

13. **NOTICE.** All notices and approvals required or permitted under this Agreement to be served, given or delivered upon either party shall be in writing and shall be sent by registered mail, return receipt requested, or by a national overnight receipted delivery service (e.g., Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; or (ii) the third business day after any registered or certified notice was deposited in a sealed envelope in the United States mail, postage prepaid; or (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service; or (iv) the first attempted delivery date of any notice hereunder (regardless of whether the recipient of said notice accepted same).

All notices and requests for approval or consent shall be addressed as hereinbelow set forth, or to such other address and/or persons as RCID or Orange shall hereafter give notice to the other in writing:

If to RCID: Reedy Creek Improvement District
District Administration
Post Office Box 10,170
Lake Buena Vista, FL 32830-0170

With copies to: Reedy Creek Improvement District
Attention: Manager, Planning & Engineering
Post Office Box 10,170
Lake Buena Vista, FL 32830-0170

Reedy Creek Improvement District
Attn: General Counsel
Post Office Box 10,170
Lake Buena Vista, FL 32830-0170

If to Orange: Orange County Administrator
201 South Rosalind Avenue
PO Box 1393
Orlando, FL 32802-1393

With a copy to: Public Works Director
4200 South John Young Parkway
Orlando, FL 32839

14. **ASSIGNS.** Orange County shall not assign this Agreement without the prior written consent of RCID, which consent may be withheld in RCID's sole discretion.

15. **NON-WAIVER.** Forbearance of RCID to insist upon performance of any provision of this Agreement at any time or under any circumstances shall not constitute a waiver of that provision or any other provision of this Agreement.

16. **BINDING OBLIGATIONS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns and shall be appurtenant to, constitute an encumbrance upon the Property and run with the land in perpetuity.

17. **CONFLICT OF LAWS.** This Agreement shall be construed and enforced in accordance with the Laws of the State of Florida.

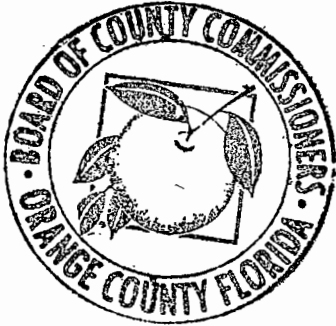
18. **WAIVER OF JURY TRIAL; JURISDICTION.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial without jury before the Circuit Court 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 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 regarding any such matter. Each party to this Agreement shall bear its own attorney fees and costs in connection with this Agreement and or in connection with any action undertaken in compliance with, or relating to, this Agreement.

19. **RECORDATION.** This Agreement may be recorded in the appropriate public records.

20. **NO WARRANTY; ENTIRE AGREEMENT.** RCID has made no representations, statements, warranties or agreements to Orange County in connection with this Agreement. This Agreement embodies the entire understanding of the parties hereto and supersedes all prior discussion and agreements between Orange County and RCID, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the dates written below.



Orange County, a charter county and political subdivision of the State of Florida

By: Board of County Commissioners

By: Teresa Jacobs

Name: Teresa Jacobs

Title: County Mayor

Date: 5.8.18

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

By: Katie Smith
Deputy Clerk

Katie Smith

Print Name: _____

Signed, sealed and delivered
in the presence of:

Tara Urdininea

(Signature)

Tara Urdininea

(Printed Name)

REEDY CREEK IMPROVEMENT DISTRICT, a
public corporation of the State of Florida

By:

John H. Classe, Jr.

John H. Classe, Jr.

As its: Administrator

Wanda R. Siskron

(Signature)

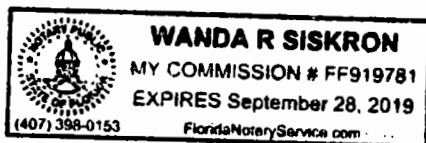
Wanda Siskron

(Printed Name)

STATE OF Florida)
) SS.
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 19th day of February, 2018, by John H. Classe, Jr. as Administrator of Reedy Creek Improvement District, a public corporation of the State of Florida. He is personally known to me and did not take an oath.

(NOTARY SEAL)



Wanda R. Siskron
Notary Signature

Wanda R SISKRON
Notary Name Printed

NOTARY PUBLIC # FF919781
Commission No. EX. 9-28-2019

EXHIBIT "A"
LEGAL DESCRIPTION

VILLAGE H (AVALON ROAD – C.R. 545) RAC

DRAINAGE EASEMENT

LEGAL DESCRIPTION

A parcel of land located in Sections 5, 8 and 17, Township 24 South, Range 27 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the West quarter corner of Section 17, Township 24 South, Range 27 East; thence run along the South line of the northwest quarter of said Section 17, North 89° 57' 01" East, 732.92 feet; thence leaving said South line, run North 00° 02' 59" West, 663.54 feet to a point on the westerly Right of Way of County Road 545 (Avalon Road), as shown on the Right of Way Identification Map produced by Donald W. McIntosh, Associates, Inc., Project Number 12167.001, dated 12/22/2014, said point being the POINT OF BEGINNING and being a point on a non-tangent curve concave easterly, having a radius of 2897.79 feet, a central angle of 01° 20' 00" and a chord of 67.43 feet that bears North 06° 36' 15" West; thence run along said westerly Right of Way and arc of said curve a distance of 67.43 feet to the point of compound curvature of a curve to the right, having a radius of 3060.00 feet and a central angle of 26° 09' 37"; thence leaving said westerly Right of Way run along the arc of said curve a distance of 1397.15 feet to the point of tangency; thence run, North 20° 13' 22" East, 60.89 feet; thence run, North 20° 13' 22" East, 700.85 feet to the point of curvature of a curve to the left, having a radius of 2940.00 feet and a central angle of 01° 21' 50"; thence run along the arc of said curve a distance of 69.98 feet; thence run, North 34° 51' 37" West, 102.30 feet; thence run, North 35° 51' 51" West, 198.26 feet to a point on a non-tangent curve concave easterly, having a radius of 79.97 feet, a central angle of 71° 39' 29" and a chord of 93.62 feet that bears North 00° 17' 58" East; thence run along the arc of said curve a distance of 100.01 feet; thence run, North 42° 45' 23" East, 141.56 feet; thence run, North 65° 11' 05" East, 55.89 feet; thence run, North 74° 48' 02" East, 70.64 feet; thence run, South 88° 40' 23" East, 65.28 feet; thence run, North 45° 30' 29" East, 23.67 feet to a point on a non-tangent curve concave westerly, having a radius of 2940.00 feet, a central angle of 09° 18' 45" and a chord of 477.32 feet that bears North 04° 10' 12" East; thence run along the arc of said curve a distance of 477.85 feet to the point of tangency; thence run, North 00° 29' 10" West, 102.23 feet; thence run, North 00° 29' 10" West, 45.45 feet to the point of curvature of a curve to the right, having a radius of 10060.00 feet and a central angle of 04° 12' 41"; thence run along the arc of said curve a distance of 739.42 feet to the point of reverse curvature of a curve to the left, having a radius of 9940.00 feet and a central angle of 04° 12' 41"; thence run along the arc of said curve a distance of 730.60 feet to a point on said westerly Right of Way; thence run along said westerly Right of Way the following four courses, North 00° 29' 10" West, 1976.85 feet to a point on a non-tangent curve concave easterly, having a radius of 3307.36 feet, a central angle of 05° 37' 28" and a chord of 324.53 feet that bears North 02° 22' 48" East; thence along the arc of said curve a distance of 324.66 feet; thence run, North 05° 08' 43" East, 732.20 feet to the point of curvature of a curve to the left, having a radius of 2930.66 feet and a central angle of 01° 13' 10"; thence along the arc of said curve a distance of 62.37 feet to the point of compound curvature of a curve to the left, having a radius of 2380.00 feet and a central angle of 14° 51' 42"; thence leaving said westerly Right of Way run along the

arc of said curve a distance of 617.34 feet; thence run, North 76° 40' 11" East, 120.13 feet to a point on a non-tangent curve concave southwesterly, having a radius of 2500.00 feet, a central angle of 16° 12' 16" and a chord of 704.69 feet that bears South 02° 57' 25" East; thence run along the arc of said curve a distance of 707.05 feet to the point of tangency; thence run, South 05° 08' 43" West, 520.74 feet; thence run, South 04° 38' 03" West, 49.49 feet; thence run, South 66° 17' 29" East, 25.34 feet; thence run, South 00° 51' 13" West, 107.08 feet; thence run South 68° 07' 59" West, 33.08 feet to a point on the easterly Right of Way of said County Road 545 (Avalon Road); thence run the following three courses along said easterly Right of Way, South 05° 08' 43" West, 43.60 feet to a point on a non-tangent curve concave southeasterly, having a radius of 3184.04 feet, a central angle of 05° 37' 25" and a chord of 312.39 feet that bears South 02° 22' 50" West; thence along the arc of said curve a distance of 312.51 feet; thence run, South 89° 31' 15" West, 3.00 feet to a point on a non-tangent curve concave easterly, having a radius of 3185.00 feet, a central angle of 00° 03' 12" and a chord of 2.96 that bears South 00° 27' 34" East; thence leaving said easterly Right of Way line, run along the arc of said curve a distance of 2.96 feet to the point of tangency; thence run, South 00° 29' 10" East, 747.01 feet; thence run, North 89° 25' 38" East, 370.99 feet to a point on a non-tangent curve concave southwesterly, having a radius of 10.00 feet, a central angle of 90° 05' 17" and a chord of 14.15 feet that bears South 45° 31' 46" East; thence run along the arc of said curve a distance of 15.72 feet; thence run, South 00° 29' 10" East, 205.00 feet to a point on a non-tangent curve concave northwesterly, having a radius of 10.00 feet, a central angle of 89° 54' 43" and a chord of 14.13 feet that bears South 44° 28' 14" West; thence run along the arc of said curve a distance of 15.69 feet; thence run, South 89° 25' 38" West, 371.02 feet; thence run, South 00° 29' 10" East, 1001.85 feet to the point of curvature of a curve to the right, having a radius of 10060.00 feet and a central angle of 00° 39' 19"; thence run along the arc of said curve a distance of 115.08 feet; thence run, South 44° 55' 05" East, 49.34 feet; thence run, North 89° 53' 42" East, 323.45 feet; thence run, South 00° 06' 18" East, 99.92 feet; thence run, South 89° 53' 42" West, 324.77 feet; thence run, South 45° 27' 58" West, 49.99 feet to a point on a non-tangent curve concave westerly, having a radius of 10060.00 feet, a central angle of 02° 35' 17" and a chord of 454.38 that bears South 02° 25' 52" West; thence run along the arc of said curve a distance of 454.42 feet to the point of reverse curvature of a curve to the left, having a radius of 9940.00 feet and a central angle of 04° 12' 41"; thence run along the arc of said curve a distance of 730.60 feet to a point on said easterly Right of Way and the point of tangency; thence run the following two courses along said easterly Right of Way, South 00° 29' 10" East, 187.30 feet to a point on a non-tangent curve concave northwesterly, having a radius of 3063.78 feet, a central angle of 19° 58' 09" and a chord of 1062.41 feet that bears South 10° 15' 57" West; thence run along the arc of said curve a distance of 1067.80 feet; thence run, South 20° 13' 22" West, 137.80 feet; thence leaving said easterly Right of Way run, South 20° 13' 22" West, 622.56 feet to the point of curvature of a curve to the left, having a radius of 2940.00 feet and a central angle of 26° 09' 37"; thence run along the arc of said curve a distance of 1342.36 feet to the point of compound curvature of a curve to the left, having a radius of 2777.79 feet and a central angle of 01° 20' 00"; thence run along the arc of said curve a distance of 64.64 feet; thence run, South 82° 43' 45" West, 120.00 feet to the POINT OF BEGINNING.

Said parcel contains 28.653 Acres, more or less.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. REEDY CREEK IMPROVEMENT DISTRICT	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Government	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) P.O. Box 10170	
	6 City, state, and ZIP code Lake Buena Vista, FL 32830	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
5	9	-	1	2	2	3	4	3 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Jusan Aguinobethan</i>	Date ▶ <i>6-21-16</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.