



## Interoffice Memorandum

August 27, 2018

**TO:** Mayor Teresa Jacobs  
and Board of County Commissioners

**FROM:** Raymond E. Hanson, P. E., Director  
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson", is written over the "FROM" line.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda  
September 11, 2018 BCC Meeting  
Non-Exclusive Permanent Utility Easement Agreement for  
Northeast Resort Parcel (NERP PD) Golden Oaks Phase 5  
Infrastructure Construction Package  
Contact Person: Andres Salcedo, P. E.  
Assistant Director, Utilities Department  
407-254-9719**

The developer's construction plans for the Northeast Resort Parcel Golden Oak Phase 5 Infrastructure Construction Package propose a directional drill of a public 4-inch wastewater force main under an existing Reedy Creek Improvement District (RCID) canal. This agreement provides Orange County with a 20-foot wide non-exclusive permanent utility easement located across the entire width of the RCID canal for the purposes of operating and maintaining the underground public wastewater force main.

The County Attorney's Office staff reviewed the agreement and finds it legally sufficient. Utilities Department staff recommends approval.

**Action Requested:** Approval and execution of Non-Exclusive Permanent Utility Easement Agreement by and between Reedy Creek Improvement District and Orange County for the purpose of operating and maintaining the underground public wastewater force main.

**District 1.**

BCC Mtg. Date: September 11, 2018

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 a non-exclusive easement on, under and across an area of the Property as more particularly described on **Exhibit “A,”** attached to and made a part of this Easement Agreement (the “**Easement Area**”), for the purposes of: (i) inspecting, replacing (in the same location), operating, maintaining, and repairing Grantee’s existing underground lines and underground facilities (collectively, the “**Facilities**”); and, in connection with the Facilities, (ii) providing 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 such 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 Grantor's sole cost and expense (including the cost of design, permitting, engineering, and construction of the new Facilities and any related cost and expense). In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release (in recordable form) of the rights granted 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. 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 Grantor's sole cost and expense) promptly remove the Facilities 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 [unless the relocation work is made at the request of Grantor, then it shall be at Grantor's sole cost and expense pursuant to Section 4.d) above], and in a safe, 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
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With a copy to:	Reedy Creek Improvement District 1900 Hotel Plaza Boulevard P.O. Box 10170
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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, 5<sup>th</sup> 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURES  
APPEAR ON THE FOLLOWING PAGE]

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").

WITNESSES TO GRANTOR:

Gabriel M. Ghee (Signature)  
ASHLEY M. GATHEE (Print Name)  
Lina Graham (Signature)  
Tina Graham (Print Name)

REEDY CREEK IMPROVEMENT DISTRICT,  
a public corporation

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

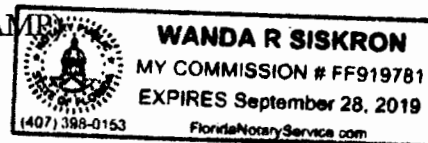
Dated: 8/22/18

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Easement Agreement was acknowledged before me this 22<sup>nd</sup> day of August, 2018, by **John H. Classe, Jr.**, as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation, on behalf thereof, and who is personally known to me.

[Signature]  
Signature of Notary Public-State of Florida

(AFFIX STAMP)



ORANGE COUNTY

By: Board of County Commissioners

By: [Signature]  
**Teresa Jacobs**  
County Mayor

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

By: [Signature]  
Deputy Clerk

Katie Smith  
Printed Name

**EXHIBIT "A"**

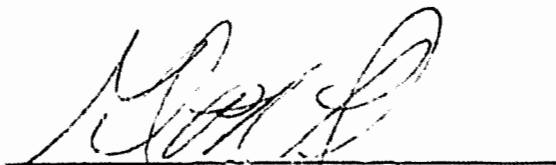
**Description of Easement Area**

DESCRIPTION  
OF  
UTILITY EASEMENT

A portion of Tract D, of the Plat "Golden Oak Phase 1B", as recorded in Plat Book 75, Page 3-15 of the Public Records of Orange County, Florida and lying in Section 18, Township 24 South, Range 28 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southerly most corner of Tract H as shown on said Plat, run along the Easterly line of said Tract H the following two courses, 1) N 36°27'43" E, 291.31 feet; 2) N 62°42'20" E, 57.89 feet to a point on the Southerly line of Tract D as shown on said Plat; and a point on a non-tangent curve concave Southwesterly having a radius of 898.00 feet, and a central angle of 05°55'09"; thence from a tangent bearing of N 35°04'57" W run Northwesterly along the arc of said curve and said Southerly line of Tract D, 92.77 feet; thence continue along said Southerly line of Tract D, N 41°00'06" W, 29.67 feet to the Point of Beginning; thence continue along said Southerly line of Tract D, N 41°00'06" W, 20.65 feet; thence N 63°25'12" E, 103.25 feet to a point on the Northerly line of Tract D, as shown on said Plat; thence run along said Northerly line, S 41°00'06" E, 20.65 feet; thence S 63°25'12" W, 103.25 feet to the Point of Beginning, containing 2065 square feet, more or less.

Gordon P.R. Land, PSM  
Florida Certificate No. 7127



Reedy Creek Energy Services, Survey and Mapping Department LB 7714  
751 Backstage Lane, Bay Lake, Florida 32830-1000

Note: Not valid without the signature and the original raised seal, or digital signature of a Florida licensed Surveyor and Mapper.

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

REVISED 8/02/18

**RCES**  
REEDY CREEK ENERGY SERVICES

SURVEYING AND  
MAPPING DEPARTMENT  
P.O.B. 10000  
LAKE BUENA VISTA  
FL 32830-1000  
PHONE (407)360-7118  
FAX (407)360-7889

FILING AREA  
**GOLDEN OAK PHASE 5**  
PROJECT NAME  
**ORANGE COUNTY UTILITY EASEMENT**  
SURVEY TYPE  
**SKETCH OF DESCRIPTION, SHEET 1 OF 2**  
COMMENTS  
**PROJECT NUMBER 17-S-044**

DATE  
7/30/18  
SCALE  
1" = 80'  
DRAWN BY  
JLG  
FILENAME  
10JG18024R

**ABBREVIATIONS**  
O.R.=OFFICIAL RECORDS  
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  
EAST LINE OF TRACT H, GOLDEN  
OAK PHASE 1B, PLAT BOOK 75,  
PAGES 3-15, BEING N36°27'43" E

REVISED	8/02/18
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**RCS**  
STEELY STEAK CHURRY REVENGE

**SURVEYING AND  
MAPPING DEPARTMENT  
P.O.B. 10000  
LAKE BUENA VISTA  
FL 32830-1000  
PHONE (407)560-7118  
FAX (407)560-7889**

FILING AREA	GOLDEN OAK PHASE 5
PROJECT NAME	ORANGE COUNTY UTILITY EASEMENT
SURVEY TYPE	SKETCH OF DESCRIPTION, SHEET 2 OF 2
COMMENTS	PROJECT NUMBER 17-S-044

DATE:  
7/30/18  
SCALE:  
1" = 80'  
DRAWN BY:  
JLG  
FILENAME:  
10JG18024R1

**EXHIBIT "B"**

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

Provisions of the Plat of GOLDEN OAK PHASE 1B, recorded September 21, 2010 in Plat Book 75, Pages 3 through 15, inclusive.

Landscape Easement recorded in Official Records Book 10369, Page 3019.



**EXHIBIT "C"**

**Right of Way Permit**

**(attached)**

**FORM OF 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 utilities/municipalities  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. The office of RCID's Manager of Planning & Engineering (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.

Exhibit C

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.
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

Exhibit C

- agreed that no such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.
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 \_\_\_\_\_

PRINT NAME

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:

**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 \_\_\_\_\_

**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:**

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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: \_\_\_\_\_  
(Permittee)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

INSPECTED BY: \_\_\_\_\_

PERMIT CLOSURE APPROVED BY: \_\_\_\_\_