



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: September 30, 2021

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

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

FROM: Elizabeth Price Jackson, Senior Title Examiner *LM FOR ET*
Real Estate Management Division

CONTACT PERSON: Mindy T. Cummings, Manager

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

ACTION REQUESTED: Approval and execution of Non-Exclusive Permanent Utility Easement Agreement by and between Flamingo Crossings, LLC and Orange County, Non-Exclusive Permanent Utility Easement Agreement by and between Speedway LLC, successor in interest by that certain Certificate of Merger with Hess Retail Stores LLC and Orange County and authorization to record instruments

PROJECT: Flamingo Crossings LLC, RCID, Speedway Non-Excl UE's
OCU File #98030

District 1

PURPOSE: To provide for access, construction, operation, and maintenance of utility facilities as a requirement of development.

ITEMS: Non-Exclusive Permanent Utility Easement Agreement
Cost: Donation
Total size: 42,348 square feet+

Non-Exclusive Permanent Utility Easement Agreement
Cost: Donation
Size: 4,714 square feet

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

REMARKS: Orange County is executing the Non-Exclusive Permanent Utility
Easement Agreements to show acceptance of the terms and conditions.

Grantor to pay all recording fees.

Prepared by and Return to:

John M. McGowan, Esq.
Walt Disney World Resort – Legal Department
P.O. Box 10000
Lake Buena Vista, Florida 32830-1000

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 **SPEEDWAY LLC**, a Delaware limited liability company, successor in interest by that certain Certificate of Merger with Hess Retail Stores LLC, effective as of October 1, 2015, whose mailing address is 500 Speedway Drive, Enon, Ohio 45323 (“**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 permanent 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 purpose of inspecting, replacing (in the same location), operating, maintaining, and repairing Grantee’s existing sanitary sewer lines and related underground facilities (collectively, the “**Facilities**”) (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 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 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 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.

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. 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) (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. 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. Grantee shall not, by virtue of entering into this Easement Agreement, waive its 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: Speedway LLC
 c/o Real Estate Department
 539 South Main Street
 Findlay, Ohio 45840-3229
 Attn: Real Estate Manager

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.

20. **Termination of Prior Easement(s).** The easement granted in this Easement Agreement expressly replaces, supersedes, and terminates prior easements granting similar easement rights over the same area herein, with such prior easements more specifically defined as: NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AGREEMENT signed by Speedway on March 8, 2019; a NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AGREEMENT signed by Speedway on March 15, 2019; and a UTILITY EASEMENT signed by Speedway September 14, 2020.

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

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:

SPEEDWAY LLC, a Delaware limited liability Company, successor-in-interest by Merger with Hess Retail Stores LLC

Melinda A. Miller (Signature)

By: Glenn M. Plumby

Melinda A. Miller (Print Name)

Name: Glenn M. Plumby

Michael R. Wheeler (Signature)

Title: Executive Vice President - COO

MICHAEL R. WHEELER (Print Name)

Dated: August 25, 2021

STATE OF Ohio
COUNTY OF Clark

The foregoing Easement Agreement was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of August, 2021, by **Glenn M. Plumby**, as Executive Vice President - COO of Speedway LLC, a Delaware limited liability company, successor-in-interest by Merger with Hess Retail Stores LLC, on behalf thereof, who ☒ is personally known to me or ☐ has produced _____ as identification.



JANA R CROSBY
Notary Public - State of Ohio
Commission Expires Aug 22, 2023

Jana R Crosby
Signature of Notary Public-State of Ohio

(AFFIX STAMP)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



ORANGE COUNTY

By: Board of County Commissioners

By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

Date: 12 October 2021

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

By: *Noelia Perez*
Deputy Clerk

Noelia Perez
Printed Name

EXHIBIT "A"

Description of Easement Area

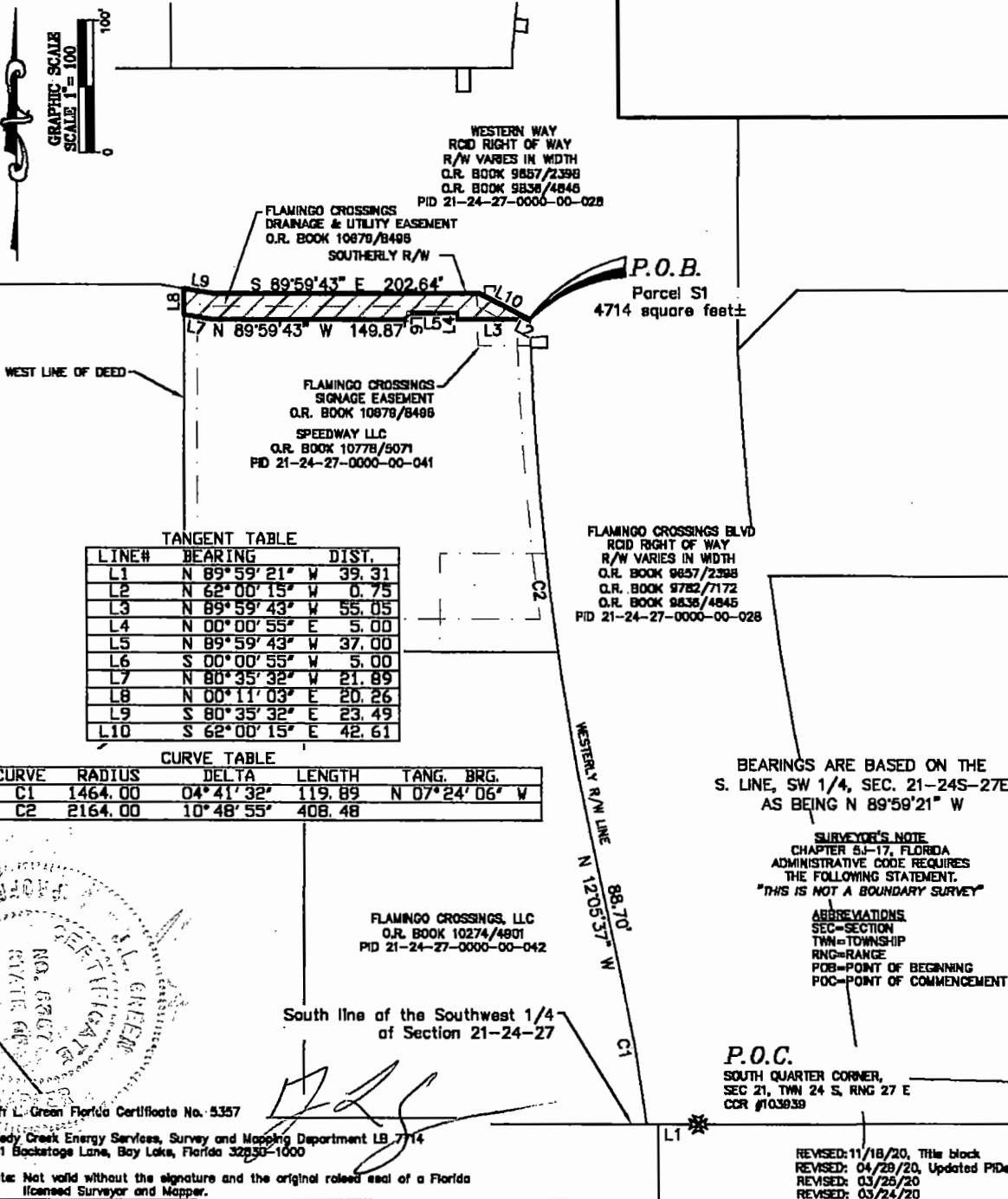
DESCRIPTION

PARCEL S1: 12" SANITARY SEWER FORCE MAIN EASEMENT

A parcel of land lying in Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 39.31 feet, to a point on the right of way line of Flamingo Crossings Blyd. and Western Way as described in Official Records Book 9657, Page 2398, Book 9782, Page 7172 and Book 9836, Page 4845 of the Public Records of Orange County, Florida, and a point on a non-tangent curve concave Westerly having a radius of 1464.00 feet, and a central angle of 04°41'32"; thence from a tangent bearing of N 07°24'06" W run Northerly along the arc of said curve and right of way line, 119.89 feet; thence continue along said right of way line the following courses; N 12°05'37" W, 88.70 feet to a point of curvature of a curve concave Easterly having a radius of 2164.00 feet, and a central angle of 10°48'55"; thence run Northerly along the arc of said curve, 408.48 feet; thence N 62°00'15" W, 0.75 feet to the Point of Beginning; thence departing said right of way line run, N 89°59'43" W, 55.05 feet; thence N 00°00'55" E, 5.00 feet; thence N 89°59'43" W, 37.00 feet; thence S 00°00'55" W, 5.00 feet; thence N 89°59'43" W, 149.87 feet; thence N 80°35'32" W, 21.89 feet; thence run along the Westerly boundary of a deed recorded in Official Records Book 10778, Page 5071 of the Public Records of Orange County Florida, N 00°11'03" E, 20.26 feet to a point on the aforesaid right of way line; thence run along said right of way line the following courses; S 80°35'32" E, 23.49 feet; thence S 89°59'43" E, 202.64 feet; thence S 62°00'15" E, 42.61 feet to the Point of Beginning, containing 4714 square feet, more or less.

GRAPHIC SCALE
SCALE 1" = 100'



RCES
REEDY CREEK ENERGY SERVICES

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

FLING AREA
FLAMINGO CROSSINGS LLC, RCID, SPEEDWAY Non-Exclusive Utility Easement
PROJECT NAME
File #98030 Parcel S1: 12" Sanitary sewer force main easement
SURVEY TYPE
SKETCH OF DESCRIPTION
COMMENTS
EXHIBIT "A" PAGE 1 OF 1

DATE:
2/13/2020
SCALE
1" = 100'
DRAWN BY:
JLG
FILENAME:
10JG20002

REVISED: 11/18/20, Title block
REVISED: 04/28/20, Updated PIDs
REVISED: 03/26/20
REVISED: 03/24/20

EXHIBIT "B"

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

1. Non-Exclusive Utility Easement Agreement by and between Reedy Creek Improvement District and Florida Power Corporation d/b/a Progress Energy Florida, Inc. recorded March 23, 2011 in Book 10189, Page 4926.
2. Restriction Agreement by and between Flamingo Crossings, LLC and Walgreen Co. recorded October 3, 2011 in Book 10275, Page 7460.
3. Parcel Declaration of Covenants, Conditions, Restrictions and Obligations recorded December 20, 2013, in Book 10679, Page 8388.
4. Access Easement Agreement recorded December 20, 2013, in Book 10679, Page 8462.
5. Drainage and Utility Easement Agreement recorded December 20, 2013, in Book 10679, Page 8481.
6. Signage Easement Agreement recorded December 20, 2013, in Book 10679, Page 8496.
7. Special Warranty Deed in favor of Hess Retail Stores, LLC, a Delaware limited liability company recorded July 23, 2014, in Book 10778, Page 5071.

Prepared by and Return to:

John M. McGowan, Esq.
Walt Disney World Resort – Legal Department
P.O. Box 10000
Lake Buena Vista, Florida 32830-1000

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 **FLAMINGO CROSSINGS, LLC**, a Florida limited liability company, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830 (“**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 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**”) (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 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 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 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.

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. 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) (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. 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. Grantee shall not, by virtue of entering into this Easement Agreement, waive its 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: Flamingo Crossings, LLC
215 Celebration Place, 5th Floor
Celebration, Florida 34747
If by Mail: P.O. Box 10321
Lake Buena Vista, FL 32830-0321
Attn: Real Estate Manager

With a copy to: Walt Disney World Resort – Legal Department
P. O. Box 10000
Lake Buena Vista, Florida 32830
Attn: General Counsel – Real Estate

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.

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

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:

FLAMINGO CROSSINGS, LLC, a Florida
limited liability company

Anna McKee (Signature)
Anna McKee (Print Name)

By: Walt Disney Imagineering Research & Development,
Inc., a Delaware corporation, its Manager

Laurie Acevedo (Signature)
Laurie Acevedo (Print Name)

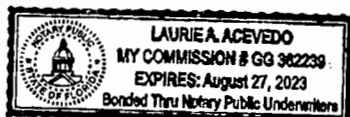
[Signature]
Name: Page P. Pierce
Title: Vice President

Dated: Aug. 18, 2021

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Easement Agreement was acknowledged before me this 18th day of August, 2021 by Page P. Pierce, as Vice President of Walt Disney Imagineering Research & Development, Inc., a Delaware corporation, the Manager of Flamingo Crossings, LLC, a Florida limited liability company, on behalf thereof, who is personally known to me.

[Signature]
Signature of Notary Public-State of Florida



(AFFIX STAMP)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



ORANGE COUNTY

By: Board of County Commissioners

By: *[Signature]*
Jerry L. Demings
Orange County Mayor

Date: 12 October 2021

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

By: *[Signature]*
for Deputy Clerk

Noelia Perez
Printed Name

EXHIBIT "A-1"

Description of Potable Water Easement Area

DESCRIPTION

PARCEL F3: 24" POTABLE WATER MAIN/20"RECLAIM WATER MAIN EASEMENT

A parcel of land lying in Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 39.31 feet, to a point on the Westerly Flamingo Crossings Blvd. right of way line as described in Official Records Book 9657, Page 2398, Book 9782, Page 7172 and Book 9836 Page 4845 of the Public Records of Orange County, Florida, and the Point of Beginning; thence continue along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 261.02 feet to a point on the East boundary of a deed recorded in Official Records Book 9836, Page 4845 of the Public Records of Orange County, Florida; thence run along said deed boundary, N 00°11'03" E, 38.00 feet; thence S 89°59'21" E, 237.75 feet; thence N 05°40'31" W, 38.36 feet; thence N 83°59'30" E, 14.79 feet to a point on the aforementioned Westerly Flamingo Crossings Blvd. right of way line and a non-tangent curve concave Westerly having a radius of 1464.00 feet, and a central angle of 03°04'47"; thence from a tangent bearing of S 10°28'53" E run Southerly along the arc of said curve and right of way line, 78.69 feet to the Point of Beginning, containing 10455 square feet, more or less.

PARCEL F4: 24" POTABLE WATER MAIN/20"RECLAIM WATER MAIN EASEMENT

A parcel of land lying in Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 483.67 feet to a point on the Easterly boundary of the Flamingo Crossings West, Plat as recorded in Plat book 100, Pages 37-40 of the Public Records of Orange County, Florida; thence run along said Plat boundary the following courses; N 40°06'17" W, 208.07 feet to the Westerly most corner of a Pond 10 as recorded in Official Records Book 9836, Page 4845 of the Public Records of Orange County, Florida and to the Point of Beginning; thence N 40°06'17" W, 115.40 feet; thence N 32°10'23" W, 271.63 feet; thence N 34°19'16" W, 120.76 feet; thence continue along said Plat and its Northwesterly extension, N 46°15'21" W, 108.81 feet to a point on the Southerly Western Way right of way line as described in Official Records Book 9657, Page 2398, Book 9836 Page 4845 and Instrument No. 20190189218 of the Public Records of Orange County, Florida; thence run along said right of way line, S 89°59'43" E, 43.39 feet; thence S 46°15'21" E, 80.59 feet; thence S 34°19'16" E, 124.46 feet; thence S 32°10'23" E, 270.11 feet; thence S 40°06'17" E, 81.69 feet; thence N 49°53'43" E, 20.00 feet; thence S 40°06'17" E, 33.55 feet to a point on the Westerly boundary of aforesaid Pond 10; thence run along said boundary, S 52°05'57" W, 50.04 feet to the Point of Beginning, containing 18757 square feet, more or less.



TANGENT TABLE		
LINE#	BEARING	DIST.
L1	N 89°59'21" W	39.31
L2	N 05°40'31" W	38.36
L3	N 83°59'30" E	14.79

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1464.00	03°04'47"	78.69	S 10°28'53" E

SEE SHEET 2
EAST LINE OF DEED
REEDY CREEK IMPROVEMENT DISTRICT
O.R. BOOK 0836/4845
PID 21-24-27-0000-00-031
POND 10

FLAMINGO CROSSINGS, LLC
O.R. BOOK 10274/4801
PID 21-24-27-0000-00-042

FLAMINGO CROSSINGS BLVD
R/O RIGHT OF WAY
R/W VARIES IN WIDTH
O.R. BOOK 9857/2398
O.R. BOOK 9782/7172
O.R. BOOK 9838/4845
PID 21-24-27-0000-00-028

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

N 00°11'03" E
38.00

S 89°59'21" E 237.75'

P.O.B.
Parcel F3
10485 SQ. Feet±

N 89°59'21" W 483.67'
N 89°59'21" W 261.02'
South line of the Southwest 1/4
of Section 21-24-27

P.O.C.
SOUTH QUARTER CORNER,
SEC 21, TWN 24 S, RNG 27 E
CCR #103939

BEARINGS ARE BASED ON THE
S. LINE, SW 1/4, SEC. 21-24S-27E
AS BEING N 89°59'21" W

Jeff L. Green Florida Certificate No. 5357

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 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"

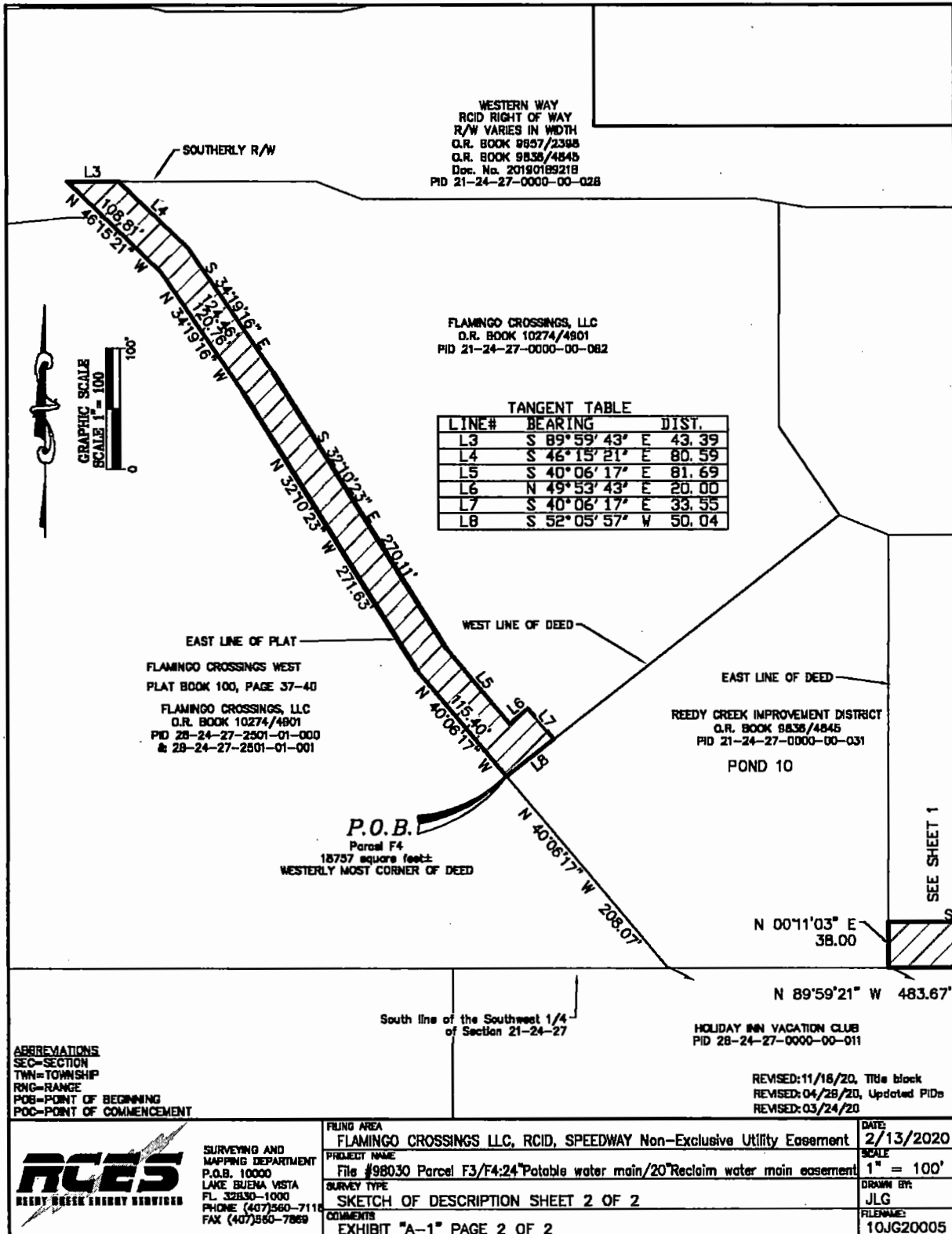
REVISED: 11/18/20, Title block
REVISED: 04/29/20, Updated PIDs
REVISED: 03/24/20

RCE
REEDY CREEK ENERGY SERVICES

SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL 32830-1000
PHONE (407)560-7118
FAX (407)560-7869

FLUING AREA
FLAMINGO CROSSINGS LLC, RCID, SPEEDWAY Non-Exclusive Utility Easement
PROJECT NAME
File #98030 Parcel F3/F4:24"Potable water main/20"Reclaim water main easement
SURVEY TYPE
SKETCH OF DESCRIPTION SHEET 1 OF 2
COMMENTS
EXHIBIT "A-1" PAGE 1 OF 2

DATE:
2/13/2020
SCALE
1" = 100'
DRAWN BY:
JLG
FILENAME:
10JG20005



DESCRIPTION

PARCEL F5

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 Southeast corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 corner of said Section 28, and a point on the Easterly Flamingo Crossings Blvd. right of way line 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, run along the North-South center of Section line of said Section 28 and said right of way line, N 00°17'54" E, 13.58 feet, to a point on a non-tangent curve concave Westerly having a radius of 1175.00 feet, and a central angle of 07°00'26"; thence from a tangent bearing of N 15°17'14" E run Northerly along the arc of said curve and right of way line, 143.70 feet; thence continue along said right of way line the following courses; N 81°43'13" W, 5.50 feet; thence N 08°16'47" E, 45.96 feet to the Point of Beginning; thence N 08°16'47" E, 108.82 feet; thence S 81°43'14" E, 10.00 feet; thence departing said right of way line run, S 08°16'47" W, 99.19 feet; thence S 54°23'08" W, 13.88 feet to the Point of Beginning, containing 1040 square feet, more or less.

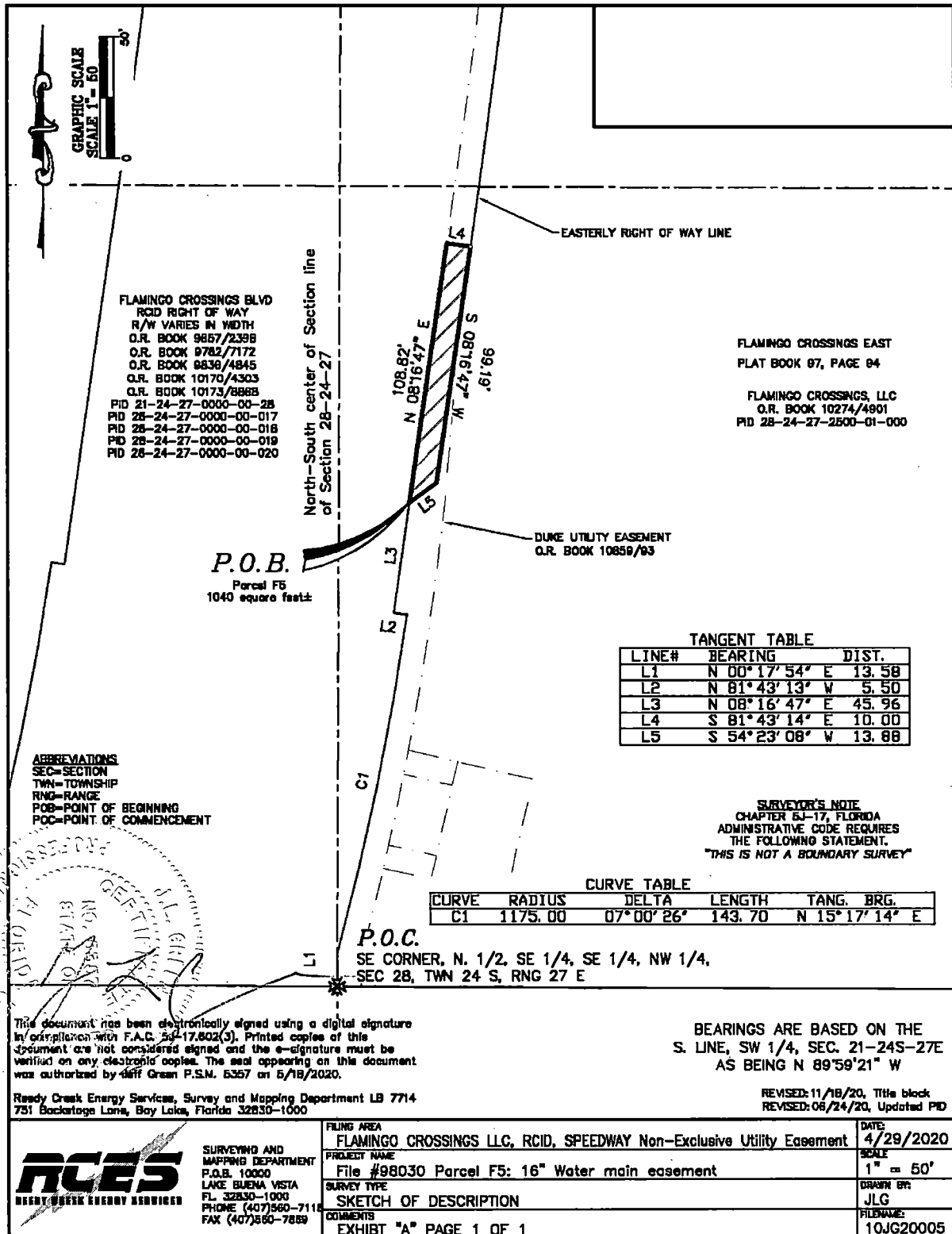


EXHIBIT "A-2"

Description of Reuse Easement Area

DESCRIPTION

PARCEL F3: 24" POTABLE WATER MAIN/20"RECLAIM WATER MAIN EASEMENT

A parcel of land lying in Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 39.31 feet, to a point on the Westerly Flamingo Crossings Blvd. right of way line as described in Official Records Book 9657, Page 2398, Book 9782, Page 7172 and Book 9836 Page 4845 of the Public Records of Orange County, Florida, and the Point of Beginning; thence continue along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 261.02 feet to a point on the East boundary of a deed recorded in Official Records Book 9836, Page 4845 of the Public Records of Orange County, Florida; thence run along said deed boundary, N 00°11'03" E, 38.00 feet; thence S 89°59'21" E, 237.75 feet; thence N 05°40'31" W, 38.36 feet; thence N 83°59'30" E, 14.79 feet to a point on the aforementioned Westerly Flamingo Crossings Blvd. right of way line and a non-tangent curve concave Westerly having a radius of 1464.00 feet, and a central angle of 03°04'47"; thence from a tangent bearing of S 10°28'53" E run Southerly along the arc of said curve and right of way line, 78.69 feet to the Point of Beginning, containing 10455 square feet, more or less.

PARCEL F4: 24" POTABLE WATER MAIN/20"RECLAIM WATER MAIN EASEMENT

A parcel of land lying in Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 483.67 feet to a point on the Easterly boundary of the Flamingo Crossings West, Plat as recorded in Plat book 100, Pages 37-40 of the Public Records of Orange County, Florida; thence run along said Plat boundary the following courses; N 40°06'17" W, 208.07 feet to the Westerly most corner of a Pond 10 as recorded in Official Records Book 9836, Page 4845 of the Public Records of Orange County, Florida and to the Point of Beginning; thence N 40°06'17" W, 115.40 feet; thence N 32°10'23" W, 271.63 feet; thence N 34°19'16" W, 120.76 feet; thence continue along said Plat and its Northwesterly extension, N 46°15'21" W, 108.81 feet to a point on the Southerly Western Way right of way line as described in Official Records Book 9657, Page 2398, Book 9836 Page 4845 and Instrument No. 20190189218 of the Public Records of Orange County, Florida; thence run along said right of way line, S 89°59'43" E, 43.39 feet; thence S 46°15'21" E, 80.59 feet; thence S 34°19'16" E, 124.46 feet; thence S 32°10'23" E, 270.11 feet; thence S 40°06'17" E, 81.69 feet; thence N 49°53'43" E, 20.00 feet; thence S 40°06'17" E, 33.55 feet to a point on the Westerly boundary of aforesaid Pond 10; thence run along said boundary, S 52°05'57" W, 50.04 feet to the Point of Beginning, containing 18757 square feet, more or less.



TANGENT TABLE		
LINE#	BEARING	DIST.
L1	N 89°59'21" W	39.31
L2	N 05°40'31" W	38.36
L3	N 83°59'30" E	14.79

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1464.00	03°04'47"	78.69	S 10°28'53" E

EAST LINE OF DEED
REEDY CREEK IMPROVEMENT DISTRICT
O.R. BOOK 9839/4845
PID 21-24-27-0000-00-031
POND 10

FLAMINGO CROSSINGS, LLC
O.R. BOOK 10274/4801
PID 21-24-27-0000-00-042

FLAMINGO CROSSINGS BLVD
R/O RIGHT OF WAY
R/W VARIES IN WIDTH
O.R. BOOK 9857/2398
O.R. BOOK 9782/7172
O.R. BOOK 9838/4845
PID 21-24-27-0000-00-028

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

SEE SHEET 2

N 00°11'03" E
38.00

S 89°59'21" E 237.75'

P.O.B.

Parcel F3
10485 SQ. Feet±

N 89°59'21" W 483.67'

South line of the Southwest 1/4
of Section 21-24-27

P.O.C.

SOUTH QUARTER CORNER,
SEC 21, TWN 24 S, RNG 27 E
CCR #103939

BEARINGS ARE BASED ON THE
S. LINE, SW 1/4, SEC. 21-24S-27E
AS BEING N 89°59'21" W

HOLIDAY INN VACATION CLUB
PID 28-24-27-0000-00-011

Jeff L. Green Florida Certificate No. 5357

Reedy Creek Energy Services, Survey and Mapping Department 1B 774
781 Backstage Lane, Gay Lake, Florida 32830-1000

Note: Not valid without the signature and the original raised seal 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: 11/18/20, Title block
REVISED: 04/29/20, Updated PIDs
REVISED: 03/24/20



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

FILING AREA	FLAMINGO CROSSINGS LLC, RCID, SPEEDWAY Non-Exclusive Utility Easement	DATE: 2/13/2020
PROJECT NAME	File #98030 Parcel F3/F4:24" Potable water main/20" Reclaim water main easement	SCALE: 1" = 100'
SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 1 OF 2	DRAWN BY: JLG
COMMENTS	EXHIBIT "A-2" PAGE 1 OF 2	FILENAME: 10JG20005

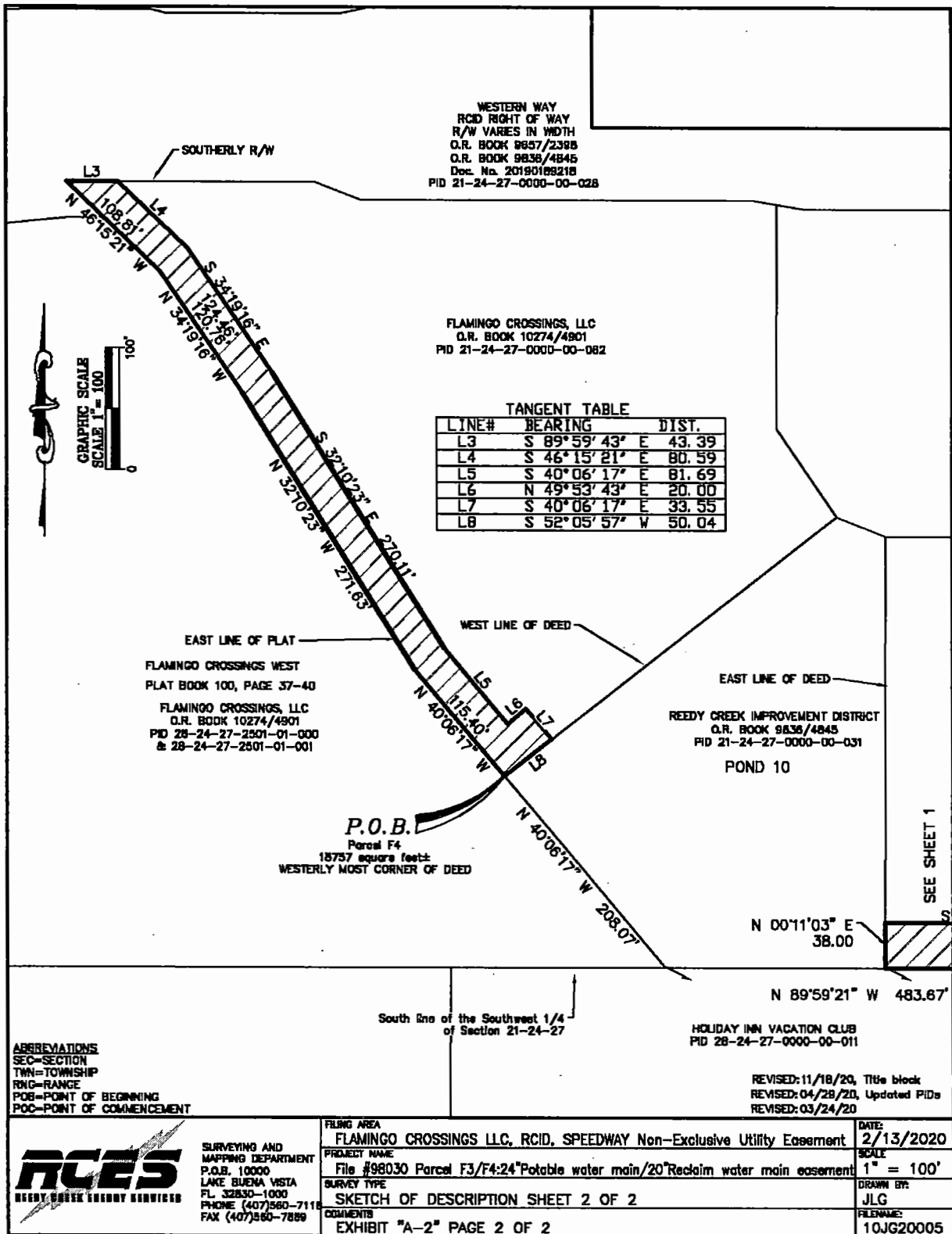


EXHIBIT "A-3"

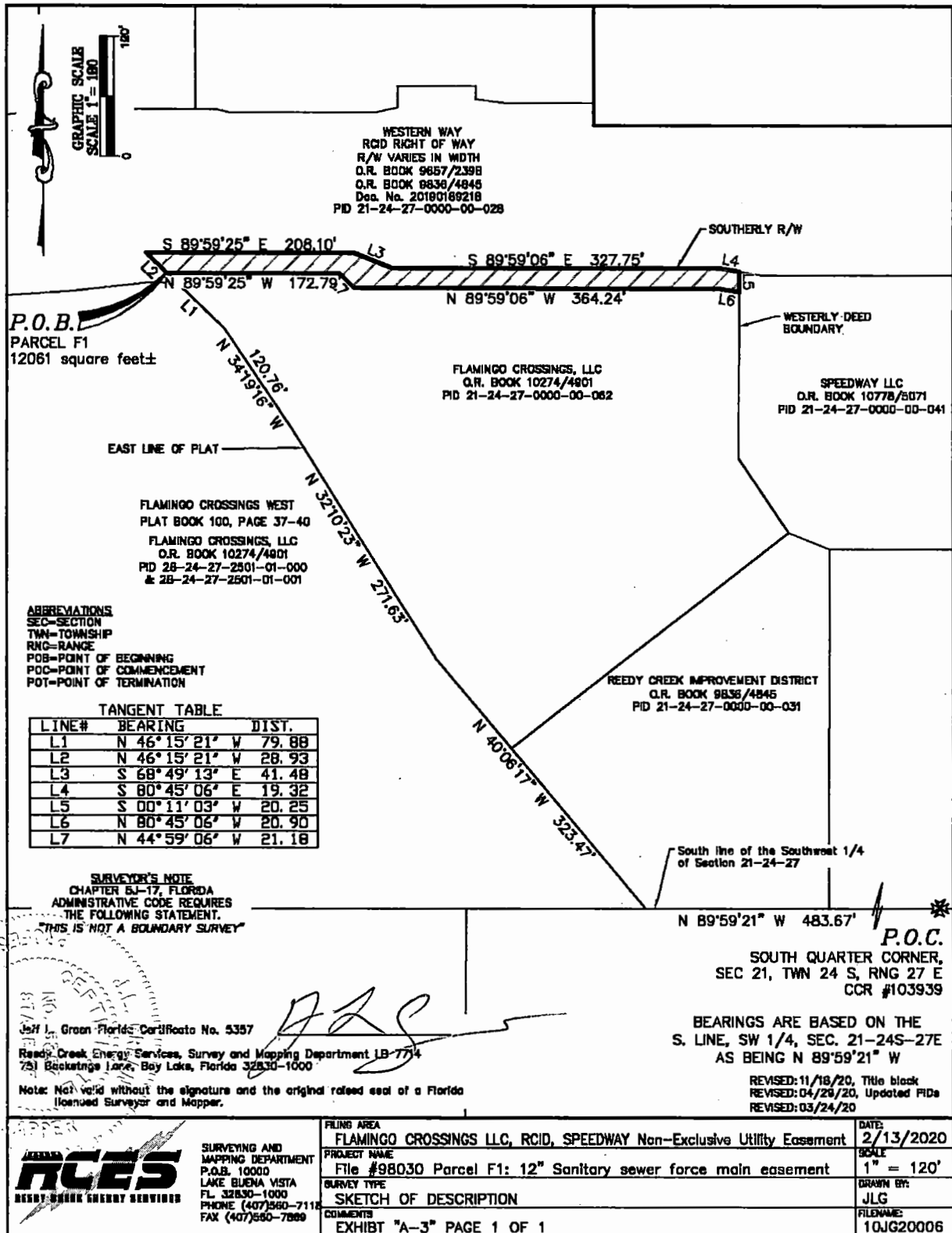
Description of Sanitary Sewer Easement Area

DESCRIPTION

PARCEL F1: 12" SANITARY SEWER FORCE MAIN EASEMENT

A parcel of land lying in Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 483.67 feet; thence run along the Easterly boundary of the Flamingo Crossings West, Plat as recorded in Plat book 100, Pages 37-40 of the Public Records of Orange County, Florida, the following three courses; N 40°06'17" W, 323.47 feet; thence N 32°10'23" W, 271.63 feet; thence N 34°19'16" W, 120.76 feet; thence continue along said Plat and its Northwesterly extension, N 46°15'21" W, 79.88 feet to a point on the Southerly Western Way right of way line as described in Official Records Book 9657, Page 2398, Book 9836 Page 4845 and Instrument No. 20190189218 of the Public Records of Orange County, Florida, and the Point of Beginning; thence run along said right of way line the following courses: N 46°15'21" W, 28.93 feet; thence S 89°59'25" E, 208.10 feet; thence S 68°49'13" E, 41.48 feet; thence S 89°59'06" E, 327.75 feet; thence S 80°45'06" E, 19.32 feet; thence departing said right of way line run along the Westerly boundary of a deed recorded in Official Records Book 10778, Page 5071 of the Public Records of Orange County Florida, S 00°11'03" W, 20.25 feet; thence N 80°45'06" W, 20.90 feet; thence N 89°59'06" W, 364.24 feet; thence N 44°59'06" W, 21.18 feet; thence N 89°59'25" W, 172.79 feet to the Point of Beginning, containing 12061 square feet, more or less.



DESCRIPTION

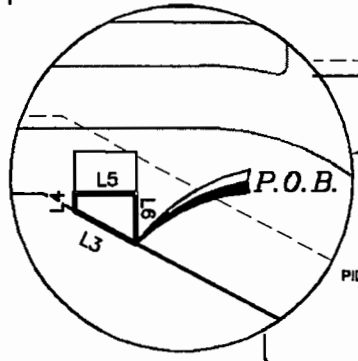
PARCEL F2: 12" SANITARY SEWER FORCE MAIN EASEMENT

A parcel of land lying in Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 39.31 feet, to a point on the Westerly Flamingo Crossings Blvd. right of way line as described in Official Records Book 9657, Page 2398, Book 9782, Page 7172 and Book 9836 Page 4845 of the Public Records of Orange County, Florida, and a point on a non-tangent curve concave Westerly having a radius of 1464.00 feet, and a central angle of 04°41'32"; thence from a tangent bearing of N 07°24'06" W run Northerly along the arc of said curve and right of way line, 119.89 feet; thence continue along said right of way line the following courses; N 12°05'37" W, 88.70 feet to a point of curvature of a curve concave Easterly having a radius of 2164.00 feet, and a central angle of 10°48'54"; thence run Northerly along the arc of said curve, 408.47 feet; thence N 62°00'15" W, 29.64 feet to the Point of Beginning; thence N 62°00'15" W, 9.04 feet; thence departing said right of way line, N 00°11'03" E, 2.19 feet; thence S 89°59'24" E, 8.00 feet; thence S 00°11'03" W, 6.44 feet to the Point of Beginning, containing 35 square feet, more or less.



WESTERN WAY
 RCID RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9857/2398
 O.R. BOOK 9838/4845
 PID 21-24-27-0000-00-028



SOUTHERLY R/W
 SEE DETAIL

O.R. BOOK: 10815/4829
 TAX PID: 21-24-27-0000-00-047

P.O.B.
 Parcel F2
 35 square feet±

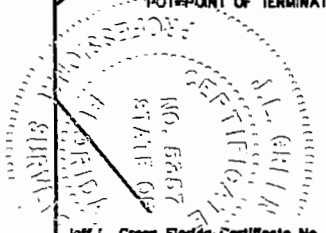
DUKE UTILITY EASEMENT
 O.R. BOOK 10189/4828

SPEEDWAY LLC
 O.R. BOOK 10778/5071
 PID 21-24-27-0000-00-041

LINE#	BEARING	DIST.
L1	N 89°59'21" W	39.31
L2	N 62°00'15" W	29.64
L3	N 62°00'15" W	9.04
L4	N 00°11'03" E	2.19
L5	S 89°59'24" E	8.00
L6	S 00°11'03" W	6.44

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1464.00	04°41'32"	119.89	N 07°24'06" W
C2	2164.00	10°48'54"	408.47	

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



FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4901
 PID 21-24-27-0000-00-042
 South line of the Southwest 1/4
 of Section 21-24-27

SURVEYOR'S NOTE
 CHAPTER 6J-17, FLORIDA
 ADMINISTRATIVE CODE REQUIRES
 THE FOLLOWING STATEMENT.
 "THIS IS NOT A BOUNDARY SURVEY"
 BEARINGS ARE BASED ON THE
 S. LINE, SW 1/4, SEC. 21-24S-27E
 AS BEING N 89°59'21" W

P.O.C.
 SOUTH QUARTER CORNER,
 SEC 21, TWN 24 S, RNG 27 E
 CCR #103939

Jeff L. Green Florida Certificate No. 5357
 Ready Creek Energy Services, Survey and Mapping Department LB-7714
 721 Bookwings Lane, Bay Lake, Florida 32830-1000
 Note: Not valid without the signature and the original raised seal of a Florida
 Licensed Surveyor and Mapper.

L1
 REVISED: 11/16/20, Title block
 REVISED: 04/28/20, Updated PIDs
 REVISED: 03/24/20

	SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE (407)560-7118 FAX (407)560-7889	FILING AREA FLAMINGO CROSSINGS LLC, RCID, SPEEDWAY Non-Exclusive Utility Easement	DATE 2/13/2020
		PROJECT NAME File #98030 Parcel F2: 12" Sanitary sewer force main easement	SCALE 1" = 100'
		SURVEY TYPE SKETCH OF DESCRIPTION	DRAWN BY JLG
		COMMENTS EXHIBIT "A" PAGE 1 OF 1	FILENAME 10JG20003

EXHIBIT "B"

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

1. Terms and Conditions of Assess Easement Agreement between Orange Lake County Club, Inc. and Walt Disney Parks and Resorts US, Inc. recorded February 16, 2011 in Book 10173, Page 8872.
2. Master Declaration of Covenants, Conditions, Restrictions and Obligations for Flamingo Crossings recorded October 3, 2011 in Book 10275, Page 7120; as affected by Notice of De-Annexation From Flamingo Crossings Master Declaration recorded December 7, 2018 in Instrument No. 20180708685 and recorded September 10, 2019 in Instrument No. 20190557573.
3. Restriction Agreement recorded October 3, 2011 in Book 10275, Page 7460.
4. Terms and Conditions in Access Easement Agreement recorded December 20, 2013 in Book 10679, Page 8462.
5. Terms and Conditions in Drainage and Utility Easement Agreement recorded December 20, 2013 in Book 10679, Page 8481.
6. Terms and Conditions in Signage Easement Agreement recorded December 20, 2013 in Book 10679, Page 8496.
7. Non-Exclusive Utility Easement Agreement in favor of Duke Energy Florida, Inc. recorded January 9, 2015 in Book 10859, Page 93.
8. Non-Exclusive Utility Easement Agreement in favor of Peoples Gas System recorded June 10, 2015 in Book 10931, Page 6045.
9. Interlocal Agreement Regarding Flamingo Crossings Property recorded February 20, 2018 in Instrument No. 20180102977.
10. School Mitigation Agreement for Capacity Enhancement recorded March 1, 2018 in Instrument No. 20180123626; First Amendment recorded August 3, 2018 in Instrument No. 20180461626 and Assignment Agreement recorded December 7, 2018 in Instrument No. 20180708688.
11. Drainage Easement Agreement recorded July 6, 2018 in Instrument No. 20180397940; Assignment and Assumption recorded December 7, 2018 in Instrument No. 20180708691.
12. School Impact Fee Agreement Regarding an Alternative School Impact Fee Calculation for Flamingo Crossing PD #18-003 recorded October 9, 2018 in Instrument No. 20180595721 and Assignment Agreement recorded December 7, 2018 in Instrument No. 20180708689.
13. Transportation Impact Fee Agreement Regarding an Alternative Impact Fee Calculation for Flamingo Crossings, LLC Housing #18-004 recorded October 9, 2018 in Instrument No. 20180595757 and Assignment Agreement recorded December 7, 2018 in Instrument No. 20180708690.
14. Plat of Flamingo Crossings East recorded November 15, 2018 in Plat Book 97, Pages 94 and 95.
15. Memorandum of Lease and Development Agreement in favor of ACC OP DCP, LLC recorded December 7, 2018 in Instrument No. 20180708687.

16. Terms and Conditions in Stormwater Drainage Easement Agreement recorded December 7, 2018 in Instrument No. 20180708692.
17. Terms and Conditions in Non-Exclusive Access Easement Agreement recorded December 7, 2018 in Instrument No. 20180708693.
18. Terms and Conditions in Sanitary Sewer Easement Agreement recorded December 7, 2018 in Instrument No. 20180708694.
19. Terms and Conditions in Temporary Construction Easement Agreement recorded December 7, 2018 in Instrument No. 20180708695.
20. Restrictions as recited in Memorandum of Lease between Flamingo Crossings, LLC and Target Corporation recorded August 30, 2019 in Instrument No. 20190541032.
21. Notice of Commencement recorded October 17, 2019 in Instrument No. 20190653807.
22. Notice of Commencement recorded January 9, 2019 in Instrument No. 20190020273.
23. Notice of Commencement recorded May 2, 2019 in Instrument No. 20190272190.
24. Notice of Commencement recorded August 7, 2019 in Instrument No. 20190488523.
25. Notice of Commencement recorded September 9, 2019 in Instrument No. 20190555688.
26. Non-Exclusive Utility Easement Agreement in favor of Peoples Gas System recorded January 15, 2020 in Instrument No. 20200029756.
27. Notice of Commencement recorded January 21, 2020 in Instrument No. 20200039148.
28. Non-Exclusive Utility Easement Agreement recorded March 23, 2011 in Book 10189, Page 4926.
29. Interlocal Agreement between Reedy Creek Improvement District and Orange County recorded March 12, 2020 in Instrument No. 20200162982.