



Since 1967
Reedy Creek
IMPROVEMENT DISTRICT

BOARD OF SUPERVISORS

September 29, 2021
4:30 p.m.

AGENDA

Board of Supervisors

Reedy Creek Improvement District
1900 Hotel Plaza Blvd.
Lake Buena Vista, FL 32830

September 29, 2021

4:30 p.m.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SAFETY MINUTE
4. APPROVAL OF MINUTES
 - A. Minutes of the August 25, 2021 BOS Meeting
 - B. Minutes of the September 15, 2021 BOS Meeting
5. REPORTS
 - A. District Administrator
6. CONSENT AGENDA

The next portion of the meeting is the Consent Agenda which contains items that have been determined to be routine. The Board of Supervisors in one motion may approve the entire Consent Agenda. The motion for approval is non-debatable and must receive unanimous approval. By the request of any individual, any item may be removed from the Consent Agenda and placed upon the Regular Agenda for discussion.

- A. CONSIDERATION of Reappointment of Tom Farmer to the Board of Appeals for a three-year term to expire September 2024.
- B. CONSIDERATION of Reappointment of Jackie Hale to the Board of Appeals for a three-year term to expire September 2024.
- C. CONSIDERATION of Appointment of Joyce Bowers to the Planning Board for a

three-year term to expire September 2024. **(EXHIBIT A)**

D. Fort Wilderness Live Front Replacement (P1125) – Revision of Initial Budget

- CONSIDERATION of Request for Board approval to revise the initial budget from **\$1,927,500.00** to **\$1,957,500.00** for the Ft. Wilderness Live Front Replacement project. **(EXHIBIT B)**

Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

E. Fort Wilderness Live Front Replacement (P1125) – RCES Soft Costs

- CONSIDERATION of Request for Board approval of an additional amount Not-To-Exceed **\$30,000.00** for RCES Engineering and construction support, including survey, submittal review and project inspection costs for the Ft. Wilderness Live Front Replacement project. This request includes Board authorization for RCID’s and/or RCES’s direct purchase of miscellaneous goods and ancillary professional services as necessary for the project.

Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

F. ECEP Chiller Plant Rehabilitation Phase 2 (B1015) – RCES Soft Costs

- CONSIDERATION of Request for Board approval of an additional amount Not-To-Exceed **\$50,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the ECEP Chiller Plant Rehabilitation Phase 2 project. This request includes Board authorization for RCID’s and/or RCES’s direct purchase of miscellaneous goods and ancillary professional services as necessary for the project.

Funding for this request will be derived from the RCID Series 2021-2 Utility Revenue Bonds (Taxable).

G. Semi-Annual Report of Easements

- Semi-Annual Report of Easements executed by the District Administrator as required by Resolution No. 565 approved by the Board at its February 25, 2015 meeting for period January-June 2021. **(EXHIBIT C)**

H. World Drive North Phase II – Construction Trailer and Laydown Area Support Amendment

- CONSIDERATION of Request for Board approval to amend the previous

authorization for contracts, work authorizations and purchase orders in the additional amount of **\$10,000.00**, for set-up of electrical and communication systems within the RCID Typhoon Lagoon Trailer Compound and RCID Construction Laydown Area for support of the RCID construction projects. **(EXHIBIT D)**

Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

I. World Drive North Phase III – Professional Services Work Authorization

- CONSIDERATION of Request for Board approval to issue a Work Authorization under RCID’s Master Agreement with **Consor Engineers, LLC**, in the Not-To-Exceed total amount of **\$24,485.00**, for procurement and constructability review services in support of the World Drive North Phase III Project. **(EXHIBIT E)**

Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

J. Osceola Parkway and Victory Way Interchange – Professional Services Work Authorization

- CONSIDERATION of Request for Board approval to issue a Work Authorization under RCID’s Master Agreement with **Consor Engineers, LLC**, in the Not-To-Exceed total amount of **\$4,864.00**, for surveying services in support of the Osceola Parkway and Victory Way Project. **(EXHIBIT F)**

Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

7. REGULAR AGENDA

A. Replacement of Switch Station 60 at the Wastewater Treatment Plant (P1115) – Revision of Initial Budget

- CONSIDERATION of Request for Board approval to revise the initial budget from **\$2,382,000.00** to **\$2,550,000.00** for the Replacement of Switch Station 60 at the Wastewater Treatment Plant project. **(EXHIBIT G)**

Funding for this request will be derived from the RCID Series 2018-1 Utility Revenue Bonds (Non-Taxable).

B. Replacement of Switch Station 60 at the Wastewater Treatment Plant (P1115) – Construction Services

- CONSIDERATION of Request for Board approval to execute a Change Order to

Agreement #C005640 with **Maddox Electric Company, Inc.** in the amount of **\$16,589.04** for additional construction services for the Replacement of Switch Station 60 at the Wastewater Treatment Plant project. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount.

Funding for this request will be derived from the RCID Series 2018-1 Utility Revenue Bonds (Non-Taxable).

C. Replacement of Switch Station 60 at the Wastewater Treatment Plant (P1115) – RCES Soft Costs

- CONSIDERATION of Request for Board approval of an additional amount Not-To-Exceed **\$20,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the Replacement of Switch Station 60 at the Wastewater Treatment Plant project. This request includes Board authorization for RCID's and/or RCES's direct purchase of miscellaneous goods and ancillary professional services as necessary for the project.

Funding for this request will be derived from the RCID Series 2018-1 Utility Revenue Bonds (Non-Taxable).

D. Replacement of Switch Station 60 at the Wastewater Treatment Plant (P1115) – Owner-Furnished Material (OFM)

- CONSIDERATION of Request for Board approval of Owner-Furnished Material (OFM) in the amount of **\$85,000.00** for the Replacement of Switch Station 60 at the Wastewater Treatment Plan project.

Funding for this request will be derived from the RCID Series 2018-1 Utility Revenue Bonds (Non-Taxable).

E. Biosolids Dewatering Facility and Food Waste Transfer Station (P1124) – Design Services

- CONSIDERATION of Request for Board approval to execute a Change Order to Agreement #C005705 with **Tetra Tech, Inc.** in the total amount of **\$65,786.40.00** for additional professional services associated with the Biosolids Dewatering Facility and Food Waste Transfer Station project.

Funding for this request will be derived from the RCID Series 2018-1 Utility Revenue Bonds (Non-Taxable).

F. Potable Water Well Rehabilitation Program Phase 1 (P1126) – Condition Assessment Services

- CONSIDERATION of Request for Board approval to execute Agreement #C005345 with **All Webbs Enterprises, Inc.** in the amount of **\$294,100.00** for construction services related to condition assessment of water supply wells No. 6 and No. 9 for the Potable Water Well Rehabilitation Program – Phase 1 project. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount.

Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

G. Lift Station #7 Rehabilitation & Upgrade (P1129) – Design Services

- CONSIDERATION of Request for Board approval to execute Agreement # C005966 to **Hazen and Sawyer** in the total amount of **\$371,604.00** for design, bidding, permitting, and construction phase services associated with the Lift Station #7 Rehabilitation & Upgrade project.

Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

H. Lift Station #7 Rehabilitation & Upgrade (P1129) – RCES Soft Costs

- CONSIDERATION of Request for Board approval of an amount Not-To-Exceed **\$100,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the Lift Station #7 Rehabilitation & Upgrade project. This request includes Board authorization for RCID's and/or RCES's direct purchase of miscellaneous goods and ancillary professional services as necessary for the project.

Funding for this request will be derived from the RCID Series 2021-1 Utility Revenue Bonds (Non-Taxable).

I. DMS - Fiber Optic Project Phase I – Construction Services Agreement

- CONSIDERATION of Request for Board approval to award a Lump-Sum Fixed-Price Agreement for Construction Services in the amount of **\$2,633,218.00** to **Superior Construction Company Southeast, LLC**, for the construction of fiber optic communication systems in multiple locations District-Wide in support of the DMS-Fiber Optic Project. This request includes Board authorization for RCID's direct purchase of miscellaneous goods and services as necessary for the project. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of **10%** of the additional contract amount. **(EXHIBIT H)**

Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

J. Western Way Extension – Second Amendment to Utility Reimbursement Agreement

- CONSIDERATION of Request for Board approval of Second Amendment to Utility Reimbursement Agreement amending the Utility Reimbursement Agreement (Western Way Extension Utility Design and Installation) between **RCID** and **Walt Disney Parks and Resorts U.S., Inc. (WDP&R)**, for the purpose of adding the cost of installing and maintaining pedestrian MOT's during the duration of the construction of the Flamingo Crossings Pedestrian Bridges project. **(EXHIBIT I)**

8. PUBLIC HEARINGS

A. PUBLIC HEARING to consider Board approval of proposed millage and proposed budget rate for the Reedy Creek Improvement District for Fiscal Year 2022.

- CONSIDERATION of Request for Board consideration and adoption of a millage levy for FY2022 at the rate of **13.5741**, (Operating **8.6641**, Debt Service **4.9100**) dollars per one thousand dollars of assessed valuation and adoption of **RCID Resolution No. 630. (EXHIBIT J)**
- CONSIDERATION of Request for Board consideration and adoption of the proposed 2021 budget for the District and adoption of **RCID Resolution No. 631. (EXHIBIT K)**
- DIRECTION by the Board for the Director-Finance to collect taxes for FY2022.
- Close Millage and Budget Rate Public Hearing for the Reedy Creek Improvement District for FY2022.

B. PUBLIC HEARING to consider adoption of proposed utility rates and budget for the Reedy Creek Improvement District Utilities Division.

- CONSIDERATION of Request for Board consideration and adoption of proposed rates for water, chilled water, electric, hot water, reclaimed water, solid waste, natural gas, and sewer for customers served by the Reedy Creek Improvement District effective for the first meter reading after September 19, 2021.
- CONSIDERATION of Request for Board consideration and adoption of proposed 2022 Utility budget. **(EXHIBIT L)**
- Close Public Hearing

9. OTHER BUSINESS

A. RCES Proposed Labor Services Agreement

- CONSIDERATION of Request for the Board to authorize the District Administrator to execute on behalf of the District the proposed Labor Services Agreement with RCES for FY2022 in the amount of **\$29,953,000.00. (EXHIBIT M)**

B. Election of Treasurer for BOS

10. ADJOURNMENT

PUBLIC HEARING NOTICE

A Public Hearing will be held for the purpose of adopting proposed rates for water, chilled water, electric, hot water, reclaimed water, solid waste, natural gas, and sewer for customers served by the Reedy Creek Improvement District effective for the first meter reading after September 19, 2021. The Public Hearing will be held on September 29, 2021 at 4:30 p.m., 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida, at which time and place comments will be received concerning the rates as set forth below:

PROPOSED WATER RATE SCHEDULES

RATE SCHEDULE GS-1 (GENERAL SERVICE)

Consumption Rate-Based on water used per meter, per month, and shall be in addition to the monthly readiness-to-serve charge.

	<u>PROPOSED</u>	<u>CURRENT</u>
Consumption Charge		
Cents per 1,000 Gallons	105.71	112.51

Readiness To Serve Charge Based on meter size, per month, and shall be in addition to the monthly consumption charge.

METER SIZE	<u>PROPOSED</u>	<u>CURRENT</u>
5/8"	\$24.34	\$25.91
3/4"	24.34	25.91
1"	60.91	64.83
1.5"	121.84	129.67
2"	195.03	207.57
3"	390.08	415.16
4"	609.60	648.81
6"	1,219.19	1,297.60
8"	1,950.66	2,076.11
10"	2,803.97	2,984.30

RATE SCHEDULE GS-2

Consumption Rate-Based on water metered at all wells in Sub-district 1

	<u>PROPOSED</u>	<u>CURRENT</u>
Consumption Charge		
cents per 1,000 Gallons	141.49	150.59

RATE SCHEDULE GS-3 (UNMETERED TO TRAILERS)

	<u>PROPOSED</u>	<u>CURRENT</u>
Rate per month, per unit	\$11.21	\$11.94

PROPOSED CHILLED WATER RATE SCHEDULES

RATE SCHEDULE CW-1

	<u>PROPOSED</u>	<u>CURRENT</u>
Consumption Charge per month (CEP)		
per Ton hour	\$.1395	\$.1485

RATE SCHEDULE CW-2

	<u>PROPOSED</u>	<u>CURRENT</u>
Consumption Charge per month (ECEP)		
per Ton hour	\$.1444	\$.1537

RATE SCHEDULE CW-3

	<u>PROPOSED</u>	<u>CURRENT</u>
Consumption Charge per month (Studio)		
per Ton hour	\$.1553	\$.1653

PROPOSED GAS RATE SCHEDULES

RATE SCHEDULE RS (RESIDENTIAL SERVICE)

	<u>PROPOSED</u>	<u>CURRENT</u>
Non Fuel Energy Charge		
per Therm	\$.3565	\$.4013
Cost of Purchased Gas		
per Therm	\$.3479	\$.3480
Minimum Bill		
per Month	\$5.00	\$5.00

RATE SCHEDULE GS (GENERAL SERVICE)

	<u>PROPOSED</u>	<u>CURRENT</u>
Non Fuel Energy Charge		
per Therm	\$.3565	\$.4013
Cost of Purchased Gas		
per Therm	\$.3479	\$.3480
Minimum Bill		
per Month	\$5.00	\$5.00

PROPOSED ELECTRIC RATE SCHEDULES

RATE SCHEDULE RS (RESIDENTIAL SERVICE)

	<u>PROPOSED</u>	<u>CURRENT</u>
Rate per month		
Customer Facilities Charge		
per month	\$2.85	\$2.85
Energy Charge		
cents per KWH	8.122	9.436
Fuel Charge		
cents per KWH	1.966	1.296
RATE SCHEDULE GS (GENERAL SERVICE)		
Rate per month		
Customer Facilities Charge		
per month	\$2.85	\$2.85
Energy Charge		
cents per KWH	12.951	14.573
Fuel Charge		
cents per KWH	1.966	1.296

RATE SCHEDULE GSD (GENERAL SERVICE DEMAND)

	<u>PROPOSED</u>	<u>CURRENT</u>
Rate per month		
Customer Facilities Charge		
per month	\$20.00	\$20.00
Demand Charge		
Dollars per KW Demand	7.220	7.689
Energy Charge		
cents per KWH	4.849	5.954
Fuel Charge		
cents per KWH	1.966	1.296

PROPOSED HIGH TEMPERATURE HOT WATER SCHEDULE

	<u>PROPOSED</u>	<u>CURRENT</u>
RATE SCHEDULE HTHW		
Consumption Charge per month		
per MMBTU	\$18.74	\$19.95

PROPOSED LOW TEMPERATURE HOT WATER RATE SCHEDULE

	<u>PROPOSED</u>	<u>CURRENT</u>
RATE SCHEDULE LTHW		
Consumption Charge per month		
per MMBTU	\$15.79	\$16.80

PROPOSED RECLAIMED WATER RATE SCHEDULES

RATE SCHEDULE GS-1 (GENERAL SERVICE)

Consumption Rate-Based on water used per meter, per month, and shall be in addition to the monthly readiness-to-serve charge.

	<u>PROPOSED</u>	<u>CURRENT</u>
Consumption Charge		
Cents per 1,000 Gallons	83.32	88.68

Readiness To Serve Charge Based on meter size, per month, and shall be in addition to the monthly consumption charge.

METER SIZE	<u>PROPOSED</u>	<u>CURRENT</u>
5/8"	\$20.05	\$21.34
3/4"	20.05	21.34
1"	50.27	53.50
1.5"	100.74	107.22
2"	161.00	171.35
3"	321.90	342.60
4"	503.01	535.36
6"	1,005.83	1,070.52
8"	1,609.46	1,712.96
10"	2,313.59	2,462.39

RATE SCHEDULE GS-2 (UNMETERED TO TRAILERS)

	<u>PROPOSED</u>	<u>CURRENT</u>
Rate per month, per unit	\$11.46	\$12.20

*New rate for reclaimed water use in unmetered trailers.

PROPOSED SEWER RATE SCHEDULES

SC-1: METERED DOMESTIC WATER	<u>PROPOSED</u>	<u>CURRENT</u>
per month-per 1,000 Gallons	\$5.91	\$6.29

(unreturned domestic water may be excluded pursuant to Section 3.03 (b) (3) of the Potable Water Service Rules and Regulations)

All unmetered areas as follows:

SC-2: CONSTRUCTION TRAILERS	<u>PROPOSED</u>	<u>CURRENT</u>
per month, per unit	\$46.08	\$49.05

SC-3: THEATERS	<u>PROPOSED</u>	<u>CURRENT</u>
per month, per seat	\$0.948	\$1.009

SR-1: MONTHLY RATE FOR RESIDENTIAL SEWER SERVICE

Each active residential account shall be billed on the basis of a two-part rate consisting of a customer charge and a volumetric charge based on metered water usage during the billing period.

	<u>PROPOSED</u>	<u>CURRENT</u>
Monthly Customer Charge	\$3.28	\$3.49

	<u>PROPOSED</u>	<u>CURRENT</u>
Volumetric Charge for Metered Water Usage per 1,000 Gallons	\$4.49	\$4.78

The minimum monthly charge shall be the customer charge.

The maximum monthly sewer service charges for residential customers, receiving potable water service through a 5/8 x 3/4 inch or 1-inch meter shall not exceed an amount computed on the basis of 8,000 gallons of metered water usage plus the monthly customer charge.

CURRENT SOLID WASTE RATE SCHEDULES

	<u>CURRENT</u>	
	<u>BASE CHARGE</u>	<u>TONNAGE</u>
	<u>PER PICKUP</u>	<u>RATE</u>

RATE SCHEDULES FOR FRONT END LOADERS

FE-1: 10 cu yd. compactor	\$63.84	N/A
FE-2: 5 cu yd. compactor	\$72.15	N/A
FE-3: 8 cu yd. box	\$38.03	N/A
FE-4: 6 cu yd. box	\$33.73	N/A

RATE SCHEDULES FOR ROLL-OFF CLASS I (1)

RO-1: 40 cu yd. compactor	\$311.05	\$97.03
RO-2: 30 cu yd. compactor	\$311.05	\$97.03
RO-10: 20 cu yd. box (class I)	\$311.05	\$97.03
RO-11: 30 cu yd. box (class I)	\$311.05	\$97.03

RATE SCHEDULES FOR ROLL-OFF CLASS III (2)

RO-6: 30 cu yd. box (landscape)	\$399.29	N/A
RO-7: 20 cu yd. box (landscape)	\$399.29	N/A
RO-8: 20 cu yd. box (construction)	\$391.49	N/A
RO-12: 20 cu yd. box (class III)	\$399.29	N/A
RO-20: 20 cu yd. box	\$341.08	N/A

RATE SCHEDULE FOR TIRE DISPOSAL

RO-9: 20 cu yd. box (tire disposal)	\$1,179.48	N/A
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RATE SCHEDULES FOR MINI PACKERS

MP-2: 15 cu yd. truck	\$20.49	\$97.79
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SURCHARGE RATES

SC-2: Rejected recyclable container surcharge (8 cu yd. box)		\$38.03
SC-3: Rejected recyclable container surcharge (20 cu yd. box)		\$341.08

Class I material constitutes sanitary landfill wastes (household and kitchen waste and refuse) excluding hazardous and regulated wastes.

- (1) Class III material constitutes generated construction debris and yard waste excluding hazardous, regulated and sanitary landfill wastes.

PROPOSED SOLID WASTE RATE SCHEDULES

	<u>PROPOSED</u>	
	<u>BASE CHARGE</u>	<u>TONNAGE</u>
	<u>PER PICKUP</u>	<u>RATE</u>

RATE SCHEDULES FOR FRONT END LOADERS

FE-1: 10 cu yd. compactor	\$59.98	N/A
FE-2: 5 cu yd. compactor	\$67.79	N/A
FE-3: 8 cu yd. box	\$35.73	N/A
FE-4: 6 cu yd. box	\$31.69	N/A

RATE SCHEDULES FOR ROLL-OFF CLASS I (1)

RO-1: 40 cu yd. compactor	\$292.25	\$91.17
RO-2: 30 cu yd. compactor	\$292.25	\$91.17
RO-10: 20 cu yd. box (class I)	\$292.25	\$91.17
RO-11: 30 cu yd. box (class I)	\$292.25	\$91.17

RATE SCHEDULES FOR ROLL-OFF CLASS III (2)

RO-6: 30 cu yd. box (landscape)	\$375.16	N/A
RO-7: 20 cu yd. box (landscape)	\$375.16	N/A
RO-8: 20 cu yd. box (construction)	\$367.84	N/A
RO-12: 20 cu yd. box (class III)	\$375.16	N/A
RO-20: 20 cu yd. box	\$320.47	N/A

RATE SCHEDULE FOR TIRE DISPOSAL

RO-9: 20 cu yd. box (tire disposal)	\$1,108.21	N/A
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RATE SCHEDULES FOR MINI PACKERS

MP-2: 15 cu yd. truck	\$19.25	\$91.88
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SURCHARGE RATES

SC-2: Rejected recyclable container surcharge (8 cu yd. box)		\$35.73
SC-3: Rejected recyclable container surcharge (20 cu yd. box)		\$320.47

- (1) Class I material constitutes sanitary landfill wastes (household and kitchen waste and refuse) excluding hazardous and regulated wastes.
 (2) Class III material constitutes generated construction debris and yard waste excluding hazardous, regulated and sanitary landfill wastes.

ADVERTISE IN THE ORLANDO SENTINEL FOR ORANGE AND OSCEOLA COUNTIES ON SEPTEMBER 19, 2021.

Client Name: Reedy Creek Improvement District
 Advertiser: Legals Orange/J002/EST
 Section/Page/Zone: Public Hearing
 Description:

Ad Number: 7038602-2
 Insertion Number: 6 x 21
 Size: B&W
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Orlando Sentinel
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Ad Number: **7038602-1**
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 Size: **6 x 21**
 Color Type: **B&W**

Client Name:
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 Description:

Reedy Creek Improvement District
Legals Osceola/J002/OSC
Public Hearing

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PUBLIC HEARING NOTICE

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PROPOSED WATER RATE SCHEDULES

RATE SCHEDULE GS-1 (GENERAL SERVICE)
 Consumption Rate-Based on water used per meter, per month, and shall be in addition to the monthly readiness-to-serve charge.

Consumption Charge	PROPOSED	CURRENT
Cents per 1,000 Gallons	105.71	112.51

Readiness To Serve Charge Based on meter size, per month, and shall be in addition to the monthly consumption charge.

METER SIZE	PROPOSED	CURRENT
5/8"	\$24.34	\$25.91
3/4"	24.34	25.91
1"	60.91	64.83
1.5"	121.84	129.67
2"	195.03	207.57
3"	390.08	415.16
4"	609.60	648.81
6"	1,219.19	1,297.60
8"	1,950.66	2,076.11
10"	2,803.97	2,984.30

RATE SCHEDULE GS-2
 Consumption Rate-Based on water metered at all wells in Sub-district 1

Consumption Charge	PROPOSED	CURRENT
cents per 1,000 Gallons	141.49	150.59

RATE SCHEDULE GS-3 (UNMETERED TO TRAILERS)

Rate per month, per unit	PROPOSED	CURRENT
	\$11.21	\$11.94

PROPOSED CHILLED WATER RATE SCHEDULES

RATE SCHEDULE CW-1
 Consumption Charge per month (CEP)
 per Ton hour

	PROPOSED	CURRENT
	\$1,395	\$1,485

RATE SCHEDULE CW-2
 Consumption Charge per month (ECEP)
 per Ton hour

	PROPOSED	CURRENT
	\$1,444	\$1,537

RATE SCHEDULE CW-3
 Consumption Charge per month (Studio)
 per Ton hour

	PROPOSED	CURRENT
	\$1,553	\$1,653

PROPOSED GAS RATE SCHEDULES

RATE SCHEDULE RS (RESIDENTIAL SERVICE)
 Non Fuel Energy Charge
 per Therm

	PROPOSED	CURRENT
	\$3565	\$4013

Cost of Purchased Gas
 per Therm

	PROPOSED	CURRENT
	\$3479	\$3480

Minimum Bill
 per Month

	PROPOSED	CURRENT
	\$5.00	\$5.00

RATE SCHEDULE GS (GENERAL SERVICE)
 Non Fuel Energy Charge
 per Therm

	PROPOSED	CURRENT
	\$3565	\$4013

Cost of Purchased Gas
 per Therm

	PROPOSED	CURRENT
	\$3479	\$3480

Minimum Bill
 per Month

	PROPOSED	CURRENT
	\$5.00	\$5.00

PROPOSED ELECTRIC RATE SCHEDULES

RATE SCHEDULE RS (RESIDENTIAL SERVICE)
 Rate per month

	PROPOSED	CURRENT
	\$2.85	\$2.85

Customer Facilities Charge
 per month

	PROPOSED	CURRENT
	\$2.85	\$2.85

Energy Charge
 cents per KWH

	PROPOSED	CURRENT
	8.122	9.436

Fuel Charge
 cents per KWH

	PROPOSED	CURRENT
	1.966	1.296

RATE SCHEDULE GS (GENERAL SERVICE)
 Rate per month

	PROPOSED	CURRENT
	\$2.85	\$2.85

Customer Facilities Charge
 per month

	PROPOSED	CURRENT
	\$2.85	\$2.85

Energy Charge
 cents per KWH

	PROPOSED	CURRENT
	12.951	14.573

Fuel Charge
 cents per KWH

	PROPOSED	CURRENT
	1.966	1.296

RATE SCHEDULE GSD (GENERAL SERVICE DEMAND)
 Rate per month

	PROPOSED	CURRENT
	\$20.00	\$20.00

Customer Facilities Charge
 per month

	PROPOSED	CURRENT
	\$20.00	\$20.00

Demand Charge
 Dollars per KW Demand

	PROPOSED	CURRENT
	7.220	7.689

Energy Charge
 cents per KWH

	PROPOSED	CURRENT
	4.849	5.954

Fuel Charge
 cents per KWH

	PROPOSED	CURRENT
	1.966	1.296

PROPOSED HIGH TEMPERATURE HOT WATER SCHEDULE

RATE SCHEDULE HTHW
 Consumption Charge per month
 per MMBTU

	PROPOSED	CURRENT
	\$18.74	\$19.95

PROPOSED LOW TEMPERATURE HOT WATER RATE SCHEDULE

RATE SCHEDULE LTHW
 Consumption Charge per month
 per MMBTU

	PROPOSED	CURRENT
	\$15.79	\$16.80

PROPOSED RECLAIMED WATER RATE SCHEDULES

RATE SCHEDULE GS-1 (GENERAL SERVICE)
 Consumption Rate-Based on water used per meter, per month, and shall be in addition to the monthly readiness-to-serve charge.

Consumption Charge	PROPOSED	CURRENT
Cents per 1,000 Gallons	83.32	88.68

Readiness To Serve Charge Based on meter size, per month, and shall be in addition to the monthly consumption charge.

METER SIZE	PROPOSED	CURRENT
5/8"	\$20.05	\$21.34
3/4"	20.05	21.34
1"	50.27	53.50
1.5"	100.74	107.22
2"	161.00	171.35
3"	321.90	342.60
4"	503.01	535.36
6"	1,005.83	1,070.52
8"	1,609.46	1,712.96
10"	2,313.59	2,462.39

RATE SCHEDULE GS-2 (UNMETERED TO TRAILERS)

Rate per month, per unit	PROPOSED	CURRENT
	\$11.46	\$12.20

*New rate for reclaimed water use in unmetered trailers.

PROPOSED SEWER RATE SCHEDULES

SC-1: METERED DOMESTIC WATER
 per month-per 1,000 Gallons

	PROPOSED	CURRENT
	\$5.91	\$6.29

(unreturned domestic water may be excluded pursuant to Section 3.03 (b) (3) of the Potable Water Service Rules and Regulations)

All unmetered areas as follows:

SC-2: CONSTRUCTION TRAILERS
 per month, per unit

	PROPOSED	CURRENT
	\$46.08	\$49.05

SC-3: THEATERS
 per month, per seat

	PROPOSED	CURRENT
	\$0.948	\$1.009

SR-1: MONTHLY RATE FOR RESIDENTIAL SEWER SERVICE
 Each active residential account shall be billed on the basis of a two-part rate consisting of a customer charge and a volumetric charge based on metered water usage during the billing period.

Monthly Customer Charge	PROPOSED	CURRENT
	\$3.28	\$3.49

Volumetric Charge for Metered Water
 Usage per 1,000 Gallons

	PROPOSED	CURRENT
	\$4.49	\$4.78

The minimum monthly charge shall be the customer charge.

The maximum monthly sewer service charges for residential customers, receiving potable water service through a 5/8 x 3/4 inch or 1-inch meter shall not exceed an amount computed on the basis of 8,000 gallons of metered water usage plus the monthly customer charge.

CURRENT SOLID WASTE RATE SCHEDULES

	CURRENT	CURRENT
	PER PICKUP	BASE CHARGE TONNAGE RATE

RATE SCHEDULES FOR FRONT END LOADERS

FE-1: 10 cu yd. compactor	\$63.84	N/A
FE-2: 5 cu yd. compactor	\$72.15	N/A
FE-3: 8 cu yd. box	\$38.03	N/A
FE-4: 6 cu yd. box	\$33.73	N/A

RATE SCHEDULES FOR ROLL-OFF CLASS I (1)

RO-1: 40 cu yd. compactor	\$311.05	\$97.03
RO-2: 30 cu yd. compactor	\$311.05	\$97.03
RO-10: 20 cu yd. box (class I)	\$311.05	\$97.03
RO-11: 30 cu yd. box (class I)	\$311.05	\$97.03

RATE SCHEDULES FOR ROLL-OFF CLASS III (2)

RO-6: 30 cu yd. box (landscape)	\$399.29	N/A
RO-7: 20 cu yd. box (landscape)	\$399.29	N/A
RO-8: 20 cu yd. box (construction)	\$391.49	N/A
RO-12: 20 cu yd. box (class III)	\$399.29	N/A
RO-20: 20 cu yd. box	\$341.08	N/A

RATE SCHEDULE FOR TIRE DISPOSAL

RO-9: 20 cu yd. box (tire disposal)	\$1,179.48	N/A
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RATE SCHEDULES FOR MINI PACKERS

MP-2: 15 cu yd. truck	\$20.49	\$97.79
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SURCHARGE RATES

SC-2: Rejected recyclable container surcharge (8 cu yd. box)	\$38.03
SC-3: Rejected recyclable container surcharge (20 cu yd. box)	\$341.08

Class I material constitutes sanitary landfill wastes (household and kitchen waste and refuse) excluding hazardous and regulated wastes.

(1) Class III material constitutes generated construction debris and yard waste excluding hazardous, regulated and sanitary landfill wastes.

PROPOSED SOLID WASTE RATE SCHEDULES

	PROPOSED	PROPOSED
	PER PICKUP	BASE CHARGE TONNAGE RATE

RATE SCHEDULES FOR FRONT END LOADERS

FE-1: 10 cu yd. compactor	\$59.98	N/A
FE-2: 5 cu yd. compactor	\$67.79	N/A
FE-3: 8 cu yd. box	\$35.73	N/A
FE-4: 6 cu yd. box	\$31.69	N/A

RATE SCHEDULES FOR ROLL-OFF CLASS I (1)

RO-1: 40 cu yd. compactor	\$292.25	\$91.17
RO-2: 30 cu yd. compactor	\$292.25	\$91.17
RO-10: 20 cu yd. box (class I)	\$292.25	\$91.17
RO-11: 30 cu yd. box (class I)	\$292.25	\$91.17

RATE SCHEDULES FOR ROLL-OFF CLASS III (2)

RO-6: 30 cu yd. box (landscape)	\$375.16	N/A
RO-7: 20 cu yd. box (landscape)	\$375.16	N/A
RO-8: 20 cu yd. box (construction)	\$367.84	N/A
RO-12: 20 cu yd. box (class III)	\$375.16	N/A
RO-20: 20 cu yd. box	\$320.47	N/A

RATE SCHEDULE FOR TIRE DISPOSAL

RO-9: 20 cu yd. box (tire disposal)	\$1,108.21	N/A
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RATE SCHEDULES FOR MINI PACKERS

MP-2: 15 cu yd. truck	\$19.25	\$91.88
-----------------------	---------	---------

SURCHARGE RATES

SC-2: Rejected recyclable container surcharge (8 cu yd. box)	\$35.73
SC-3: Rejected recyclable container surcharge (20 cu yd. box)	\$320.47

(1) Class I material constitutes sanitary landfill wastes (household and kitchen waste and refuse) excluding hazardous and regulated wastes.
 (2) Class III material constitutes generated construction debris and yard waste excluding hazardous, regulated and sanitary landfill wastes.

ADVERTISE IN THE ORLANDO SENTINEL FOR ORANGE AND OSCEOLA COUNTIES ON SEPTEMBER 19, 2021.

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Before the undersigned authority personally appeared
Jeremy Gates, who on oath says that he or she is an Advertising Representative of the ORLANDO SENTINEL, a DAILY newspaper published at the ORLANDO SENTINEL in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of 11200-Misc. Legal, September 27, 2021 at 5:05 p.m. was published in said newspaper in the issues of Sep 20, 2021.

Affiant further says that the said ORLANDO SENTINEL is a newspaper Published in said ORANGE County, Florida, and that the said newspaper has heretofore been continuously published in said ORANGE County, Florida, each day and has been entered as periodicals matter at the post office in ORANGE County



Jeremy Gates

Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 23 day of September, 2021,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

NOTICE OF MEETING

YOU WILL PLEASE TAKE NOTICE that on September 29th at 4:30 p.m., or as soon thereafter as practicable, the Board of Supervisors of the Reedy Creek Improvement District will meet in regular session at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida. At that time, they will consider such business as may properly come before them.

BY: Wanda Siskron, Clerk
Reedy Creek
Improvement District

057041779 9/20/2021

7041779

MINUTES OF MEETING

Board of Supervisors

Reedy Creek Improvement District

August 25, 2021

9:30 a.m.

President Hames called the regular meeting of the Reedy Creek Improvement District Board of Supervisors to order at 9:30 a.m. on Wednesday, August 25, 2021 at the Administrative Offices of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida.

Those present were President Hames, Don Greer, Max Brito and Jane Adams, constituting a quorum of the Board of Supervisors. Others in attendance included; John Classe, District Administrator; Wanda Siskron, District Clerk; and Tina Graham, Assistant District Clerk, Administration; Chris Quinn, Susan Higginbotham, Heidi Powell, Sherry Wood, Finance; Ron Zupa, Technology Services; Jerry Wooldridge, Building and Safety; Deputy Chief Eric Ferrari, RCFD; Anthony Kasper, RCES; Eddie Fernandez, Human Resources; Rebecca Clark-RCES Finance; and Ed Milgrim and Ilana Perras, Milgrim Law Group. Those participating via teleconference were: Eryka Washington and Erin O'Donnell, Communications; Kerry Satterwhite and Craig Sandt, Facilities; Jason Middleton, Human Resources; Chris Ferraro, Anthony Kasper and Mark Swanson, RCES; Yenni Hernandez, Technology Services; Mike Crikis, Wendy Duncan and Jeff Holland, Environmental Sciences; and Alexis Wollstadt, Finance.

President Hames asked the attendees to please stand for the Pledge of Allegiance.

SAFETY MINUTE

Mr. Fernandez advised that this month's safety topic is "one size does not fill all." Mr. Fernandez advised that not one size fits safety. Mr. Fernandez advised that we should educate with our choices; protect and respect employees, families and those around us. Make good choices; make best choices in your lives.

APPROVAL OF MINUTES

Minutes from the July 28, 2021 BOS Meeting were approved and accepted as presented. The District Clerk recorded proof of publication of the meeting notice. **(EXHIBIT H)**

REPORTS

A departmental report was presented by the District Administrator. Mr. Classe advised that he had no reports to present other than the fact that the District is continuing safety protocols related to COVID-19. Mr. Classe advised that a new incentive program has been put into place to encourage vaccinations over the next 60 days. Mr. Classe advised that there has been a good response to this new program. **(EXHIBIT I)**

CONSENT AGENDA

President Hames proceeded to the Consent Agenda and advised that the Consent Agenda exists of general administrative items and items under a specific cost threshold. Any item can be pulled from the Consent Agenda for further discussion, if requested. Consent Agenda items are shown below:

Item 6A – Memorandum of Understanding – No. 2021-1

CONSIDERATION of Request for Board approval granted June 23, 2021 of the Memorandum of Understanding-No. 2021-1 to the Unit A Collective Bargaining Agreement between the Reedy Creek Improvement District and the Reedy Creek Firefighters' Association, IAFF Local 2117.

Item 6B – Collective Bargaining Agreement for Unit B

CONSIDERATION of Request for Board approval to rescind Board approval granted June 23, 2021 of the Collective Bargaining Agreement between the Reedy Creek Improvement District and the Reedy Creek Firefighters' Association, IAFF Local 2117.

Item 6C – WWTP Biological Nutrient Removal (BNR) Treatment Train #4 Rehabilitation (P1122) – Revision of Initial Budget

CONSIDERATION of Request for Board approval to revise the initial budget for the WWTP Biological Nutrient Removal (BNR) Treatment Train #4 Rehabilitation project by reducing approved funding in the RCES Soft Costs line item and increasing funding in the Owner-Furnished Material (OFM) line item. The total budget amount will remain unchanged. Funding for this request will be derived from the RCID 2021-1 Utility Revenue Bonds (Non-Taxable).
(EXHIBIT A)

Item 6D – WWTP Biological Nutrient Removal (BNR) Treatment Train #4 Rehabilitation (P1122) – Owner-Furnished Material (OFM)

CONSIDERATION of Request for Board approval of Owner-Furnished Material (OFM) in the amount of **\$20,000.00** for the WWTP Biological Nutrient Removal (BNR) Treatment Train #4 Rehabilitation project. Funding for this request will be derived from the RCID 2021-1 Utility Revenue Bonds (Non-Taxable).

Item 6E – World Drive North Phase 3 – RCES Soft Costs

CONSIDERATION of Request for Board approval of an additional amount Not-To-Exceed **\$50,000.00** for RCES engineering and construction support, including survey, submittal review and project inspection costs for the World Drive North Phase 3 project. This request includes Board authorization for RCID's and/or RCES's direct purchase of miscellaneous goods and ancillary professional services as necessary for the project. Funding for this request is included in the approved project budget and is derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

President Hames asked if anyone had any reason to bring up any items on the Consent Agenda for further discussion. No items were pulled from the Consent Agenda for review. Upon motion by Ms. Adams and duly seconded, the Board unanimously approved the Consent Agenda.

REGULAR AGENDA

Item 7A – Revised Collective Bargaining Agreement for Unit B

Mr. Classe requested Board approval to authorize the District Administrator to execute the revised Proposed/Union Ratified Collective Bargaining Agreement for Unit B (Supervisory) between the Reedy Creek Improvement District and the Reedy Creek Firefighters' Association, IAFF Local 2117. Mr. Classe advised that since the MOU for Unit A was not approved by the Union membership, the CBA for Unit B was revised so the Union Leave provisions are the same as the CBA for Unit A. Mr. Classe advised that Unit B's contract has been approved by membership and signed by the Union. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Greer and duly seconded, the Board unanimously approved the request.

Item 7B – World Drive North Phase 3 – Revised Project Budget

Mr. Classe requested Board approval to increase the initial budget of the World Drive North Phase 3 project from **\$97,000,000.00** to **\$101,500,000.00**, an increase of **\$4,500,000.00** (see Exhibit B). There is a deficit of **\$14,500,000.00** in the overall bond fund portfolio. Staff also requests Board authorization to proceed with identifying financing alternatives for the budget shortfall and propose a financing plan for future Board approval. Mr. Classe advised that last year, the Board approved **\$97,000,000.00** for this project. Using 90% construction plans, an updated construction cost estimate was completed to consider refinements in the scope of work and changes in the current market conditions. This updated estimate necessitated an increase of **\$4,500,000.00** to the project budget. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Adams and duly seconded, the Board unanimously approved the request. **(EXHIBIT B)**

Item 7C – Resolution No. 629 – RCID 457(b) and 401(a) Deferred Compensation Plans

Mr. Quinn requested Board approval of an amendment to Resolution No 608 which established a Plan Committee to monitor the operations of the Reedy Creek Improvement District (RCID) 457(b) and 401(a) Deferred Compensation Plans and to coordinate and/or supervise various service providers of the Plans. Mr. Quinn advised that this request is to delete the Deputy District Administrator's title from the original Resolution No. 608 and to add the District Administrator's or Designee's title for the future. Mr. Quinn advised that this will eliminate having to keep coming back to the Board for approval. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the request. **(EXHIBIT C)**

RESOLUTION NO. 629

Amending Resolution 608, August 28, 2019

WHEREAS, the Reedy Creek Improvement District (the "**District**"), an adopting employer to The Reedy Creek Improvement District 457(b) and 401(a) Deferred Compensation Plans (hereinafter referred to collectively, as the "**Plans**"), hereby resolves in this "**Plan Resolution**" the following; and

WHEREAS, a plan committee (the "**Plan Committee**") was hereby established to monitor the operation of the Plans and to coordinate and/or supervise various service providers of the Plans through Resolution 608, dated August 28, 2019; and

WHEREAS, the Plan Committee will include the individuals from time-to-time holding the following positions (as the names of those positions may be changed from time-to-time by the District Administrator and/or the Board of Supervisors of the District (the "**Board**")) in the District;

District Administrator, or Designee

Director - Finance

Director - Human Resources

WHEREAS, the Plan Committee is empowered to make decisions regarding the general operation of the Plans, engage vendors to provide service to the Plans, and to make decisions in order to comply with applicable rules and regulations of the Plans; and

WHEREAS, the District shall indemnify, defend and hold harmless the Plan Committee and its members, to the fullest extent allowed by applicable law, against any and all claims, actions, losses, damages, expenses and/or liabilities the Plan Committee and/or its members may incur in the exercise and/or performance of their duties and/or powers hereunder, unless the same are determined to be due to gross negligence or willful misconduct; and

WHEREAS, the revised By-laws of the Plan Committee are attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, this Plan **Resolution No. 629** is hereby incorporated into the minutes of the Plans.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the Reedy Creek Improvement District assembled in regular session this 25th day of August 2021, and duly resolved the items above, the Board hereby authorizes and certifies the above matters.

ADOPTED this 25th day of August 2021.

Laurence C. Hames, President, Board
of Supervisors

John H. Classe, Jr., Secretary Board of
Supervisors

Exhibit A
Revised By-laws

[SEE ATTACHED]

The Reedy Creek Improvement District 457(b) and 401(a) Deferred Compensation Plans Committee

By-laws

Revised, Effective as of August 25, 2021

Article I - Name

The name of this committee shall henceforth be The Reedy Creek Improvement District 457(b) and 401(a) Deferred Compensation Plans Committee (the "**Deferred Compensation Plan Committee**").

Article II - Affiliation

The Deferred Compensation Plan Committee shall serve under the authority of the Board of Supervisors (the "**Board**") of The Reedy Creek Improvement District (the "**District**"), as approved on August 28, 2019 with respect to The Reedy Creek Improvement District 457(b) and 401(a) Deferred Compensation Plans (hereinafter referred to collectively, as the "**Plans**") in accordance with the document creating and evidencing the Plans (as hereinafter amended, the "**Plan Document**").

Article III - Purpose and Powers

The purpose of the Deferred Compensation Plan Committee is to: (i) make interpretations of the Plan Document and any agreement(s) evidencing benefits granted under the Plans; and (2) make determinations in connection with the administration of the Plans. The powers of the Deferred Compensation Plan Committee shall be exercised by its Members (defined below) in accordance with the Plan Document, but the Deferred Compensation Plan Committee may delegate the performance of any duties and/or the exercise of any powers to such officers, representatives and/or agents as the Deferred Compensation Plan Committee may, from time-to-time, by resolution, designate.

Article IV - Membership

Section 1: Members

Members of the Deferred Compensation Plan Committee shall consist of the persons holding the following positions (as permanently or temporarily assigned thereto):

District Administrator, or Designee

Director - Finance

Director - Human Resources

Section 2: Membership Termination

The membership of a person is terminated when the position (i.e. District Administrator, Finance Manager or Human Resource Manager, as applicable) that Member held is permanently

or temporarily assigned to another person.

Article V - Committee Chair Person

Section 1: Nomination

The District Administrator will serve as Chairperson. In his/her absence the District Director – Finance will serve as Chairperson.

Section 2: Duties

The Chairperson shall preside over meetings, appoint members to standing and special subcommittees, if any, and perform such other duties as may be delegated by the Board or the Members of the Deferred Compensation Plan Committee.

Section 3: Records

The Chairperson shall keep, or cause to be kept, minutes of meetings and all Deferred Compensation Plan Committee records and correspondence.

Article VI - Meetings

Section 1: Meetings

Meetings shall be held in support of the Plans only as needed and may be called by the Chairperson or by petition of a majority of the Members of the Deferred Compensation Plan Committee. The Chairperson or his/her designee shall notify all Members of meetings.

Section 2: Quorums

A quorum for a meeting shall be all three Members.

Article VII - Indemnification

In accordance with the Plans, the District agrees to indemnify, defend and hold harmless the Members of the Deferred Compensation Plan Committee, to the fullest extent permitted by law, against any and all claims, actions, losses, damages, expenses and/or liabilities the Deferred Compensation Plan Committee may incur in the exercise and performance of the Deferred Compensation Plan Committee's power and duties hereunder, unless the same are determined to be due to gross negligence or willful misconduct.

Article VIII - Amendment of By-Laws

These By-laws may be amended by a majority vote of the Members at any meeting.

Item 7D – World Drive North Phase 2 – Laydown Yard Permanent Electric Service

Mr. Kasper requested Board approval to award a Not-To-Exceed Agreement to Reedy Creek Energy Services (RCES) in the total amount of **\$315,000.00** in support of the World Drive North Phase 2 project. This amount will fund the design and construction of new permanent electric service at the RCID STOLport Lay Down Yard located just off World Drive North. Funding for this request is included in the approved budget and is derived from the RCID Series 2016-2024 Transportation Projects Ad Valorem Bonds. Mr. Kasper advised that the request is for new permanent electric service at RCID STOLport Lay Down Yard for World Drive North Phase 2 project. This area will also be used for the World Drive North Phase 3 project and will be used for approximately 2-1/2 years. President Hames asked if there were any public comments on this

request and there were none. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the request. **(EXHIBIT D)**

8. OTHER BUSINESS

• Interlocal Agreement

Mr. Classe advised that he had placed a copy of an Interlocal Agreement between RCID and Orange County at each Board Member's desk for review. Mr. Classe asked Deputy Chief Ferrari to address this request. Deputy Chief Ferrari advised that this request is for an Interlocal Agreement between RCID and the Orange County Public Safety Department. Deputy Chief Ferrari advised that this agreement is for Orange County to have access to RCID's Trunked Simulcast Radio System (TSR). This will allow Orange County to automatically tie into RCID's system whenever they need better coverage while roaming. Deputy Chief Ferrari advised that this system will still be controlled by RCID. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Adams and duly seconded, the Board unanimously approved the request.

• Approvals and Signature Authority (EXHIBIT E)

Mr. Quinn advised that this request is to modernize language on this document. Former language referred to written checks, but now 75% of our business is via electronic transfers. We added District Administrator to Pro Tempore position due to Deputy District Administrator no longer being here. The District Administrator can designate when not available and a secondary signature is needed. Mr. Quinn advised that a few tweaks were made to approval levels, e.g., increased \$25,000.00 amount requiring two signatures to \$50,000.00. President Hames asked if there were any public comments on this request and there were none. Upon motion by Mr. Brito and duly seconded, the Board unanimously approved the request.

• Budget Amendment (EXHIBIT F)

Mr. Quinn advised that there were a lot of disputes between Landowners and the Orange County Tax Appraiser's Office. Mr. Quinn advised that Disney had 14 properties in dispute from 2015 to 2020 tax years. Recently, Disney reached a settlement with Orange County in the amount of \$5.9M. Mr. Quinn advised that RCID had set aside \$5M from collection of taxes to cover a settlement if one was reached. Therefore, due to a shortfall in funds set aside, RCID needs an additional \$1M from Reserves to pay the difference. Mr. Quinn advised that RCID has already made a payment of \$5.9M to Disney for these over-collected taxes. President Hames asked if there were any public comments on this request and there were none. Upon motion by Ms. Adams and duly seconded, the Board unanimously approved the request.

• Budget Discussion (EXHIBIT G)

Ms. Higginbotham advised that in September, we will have two Public Hearings, one for the Tentative Budget and one for the Final Budget. Ms. Higginbotham advised that we will need all four BOS members to attend each of these meetings.

Ms. Higginbotham advised that FY21 actual revenues had a \$3.5M decrease due to Permits and Fees (construction stoppage due to COVID-19) and Ad Valorem Assessed Values budgeted at \$13.8B and actual is \$13.7B; FY2022 assessed values - \$12.5B, a decrease of 9.3%; overall millage rate increase to 13.5741 from 11.1429 mills; Operating millage increase from 6.8467 to 8.6641; Debt Service millage increase from 4.2962 to 4.9100; FY2022 budgeted revenues will increase by \$16.1M to \$169M, result of assessed value times millage rate, gives tax revenue result of \$164M. For Other Revenues, we anticipate the B & S Department and the Environmental Lab revenues to recover from prior year; Revenues at \$3.75M for B&S Department and \$175K for the Environmental Lab. The Cities are contributing their road and bridge funds for \$477K. Ms. Higginbotham advised that annual Merit and Contractual increases in March and January 2022 are budgeted at 4.0% and 4.7% increases. Ms. Higginbotham gave an overview of planned work expenses, capital expenses, debt service expenses and property appraisal settlements. Ms. Higginbotham also recapped savings in FY21 which gave RCID an ending balance of \$30.8M. In FY22, we budgeted for a use of fund balance of \$9.6M, and ending Fund balance of \$21.1M. For FY22, using the Assessed values of \$12.59B times the millage rate of \$13.5741 and other income gives us total revenues of \$169M. Ms. Higginbotham advised that in FY21, the WDW resorts settled their lawsuits with the Orange County Property Appraiser and RCID refunded WDW \$6M. Ms. Higginbotham advised that we used \$5M previously committed to property appraisal settlements and \$1M in available Fund Balance. Ms. Higginbotham advised that we would like to start reserving for the future settlements of the WDW resorts' property appraisal lawsuits, and that we have lawsuits from the Hilton, the Four Seasons and the Swan & Dolphin. Ms. Higginbotham advised that we would like to add \$4M to committed-to property appraisal settlements as a placeholder in FY22 and then add to it in upcoming years. Ms. Higginbotham advised that no action is required by the BOS today. Ms. Higginbotham advised that our two budget meetings will be held on September 15th and September 29th. Ms. Higginbotham advised that certain Millage Rate increases require that the majority of our BOS Members attend these meetings, so please mark your calendars and plan to attend as we only have four BOS members at the present time and we need all four in attendance.

Mr. Quinn covered RCES's utility budget for Mr. Swanson. Mr. Quinn advised that there has been a significant increase in consumption in the last six months. Mr. Quinn advised that based on projections, effective October 1st, rates will drop a little. At the beginning of COVID-19, rates were increased by 10%. Mr. Quinn advised that FY22 utility budget costs are \$17.0M or 11.4% higher than the FY21 forecasted costs. Also, combined revenue and interest are increasing by \$16.9M or 11.4% from the FY21 forecast, which is offsetting the operating expense by the same amount. The increase is the result of 17% greater consumptions and a -6% rate reduction across all utilities. Mr. Quinn advised that FY22 proposed electric rates are -6% lower than the curate rate of \$80.23; FY22 proposed natural gas rates are -6% lower than current rate of \$7.04; FY22 proposed water and sewer combined rates are -6% lower than current rate of \$7.45; and FY22 proposed solid waste rates are -6% lower than current rate of \$35.75. Mr. Quinn advised that the September presentation will compare FY21 to FY22 with revenue and operations close to \$1.2 budgeted target.

President Hames then asked if there was any further business to discuss.

Mr. Classe advised that the next BOS meeting will be held on September 15th, at 5:05 p.m.

Mr. Classe advised that he was going to change the format of the Final Thought a little. Instead, he asked the question, “What happened on August 25th in history?” Mr. Classe advised the following took place on August 25th:

- In 1718, hundreds of French colonists arrive in Louisiana; New Orleans founded.
- In 1814, British forces destroy Library of Congress, containing 3,000 books (War of 1812).
- In 1908, National Association of Colored Nurses forms.
- In 1916, President Woodrow Wilson signed an act establishing the National Park Service within the Department of the Interior.
- In 1932, Amelia Earhart completes transcontinental flight.
- In 1944, during World War II, Paris was liberated by Allied forces after four years of Nazi occupation.
- In 1970, Elton John’s 1st U. S. appearance (Troubador – West Hollywood, Los Angeles, CA).
- In 1987, Dow Jones Industrial stock avg. reaches record 2,722.42.
- In 2017, Category 4 Hurricane Harvey makes landfall in Texas, northeast of Corpus Christi with 130 mph winds.
- In 2020, WHO announces that Africa has eradicated polio (defined as four years since last case).

There being no further business to come before the Board, the meeting was adjourned at 10:22 a.m.

Laurence C. Hames
President, Board of Supervisors

ATTEST

John H. Classe, Jr.
Secretary, Board of Supervisors

MINUTES OF MEETING

Board of Supervisors

Reedy Creek Improvement District

September 15, 2021

5:05 p.m.

President Hames called the regular meeting of the Reedy Creek Improvement District Board of Supervisors to order at 5:05 p.m. on Wednesday, September 15, 2020 at the Administrative Offices of the District, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida.

Those present were President Larry Hames, Max Brito, Jane Adams and Don Greer constituting a quorum of the Board of Supervisors. Others in attendance included; John Classe, District Administrator; Wanda Siskron, District Clerk; and Tina Graham, Assistant Clerk, Administration; Chris Quinn, and Susan Higginbotham, Finance; Eddie Fernandez and Jason Middleton, Human Resources; Pete Simon, RCFD; Ron Zupa, Technology Services; Kerry Satterwhite, Facilities; Jerry Wooldridge, Bldg. & Safety; and Mark Swanson, RCES. Those participating via teleconference were: Erin O'Donnell, Communications; Bruce Jones, Procurement; Kate Kolbo, Planning and Engineering; Chris Ferraro, Ray Crooks, and Anthony Kasper, RCES; Todd Rimmer, WDI; Tara Urdininea, Sherry Wood and Heidi Powell, Finance; Mike Crikis, Kimberly Lawrence and Wendy Duncan, Environmental Sciences; Chief Richard LePere, RCFD.

President Hames asked the attendees to please stand for the Pledge of Allegiance.

SAFETY MINUTE

Mr. Fernandez did not cover the emergency evacuation procedures since everyone in the room was already familiar with them. Mr. Fernandez shared that this month's Safety Tip is from the National Restaurant Association related to National Food Safety. This is related to food storage, prep and serving in the food service industry. Mr. Fernandez advised that this applies to everyone in order to make sure that food is kept safe to eat.

The District Clerk recorded proof of publication of the meeting notice. **(EXHIBIT C)**

PUBLIC HEARING

President Hames then called a Public Hearing to order at 5:10 p.m. for the review and approval of the tentative millage rate and tentative budget for the Reedy Creek Improvement District (RCID) for Fiscal Year 2022. Ms. Higginbotham advised that FY2022 assessed values are \$12.5B, a decrease by 9.3%. Ms. Higginbotham advised that overall millage rate increased to 13.5741 from

11.1429 mills. Ms. Higginbotham reported that miscellaneous revenues total \$169M and that \$447,000 is from the Cities roads and bridges fund. Ms. Higginbotham advised that Labor and OT amounts are up and that health insurance carrier increases are from an increase in claims due to COVID and other expenses. Ms. Higginbotham advised that FY22 Roadway Planned Work total budget is \$19M with drainage Planned Work at \$1.4M (reserved funded). Capital Outlay budget is \$3.6M which includes end of life equipment and Administration's elevator repairs. Ms. Higginbotham advised that savings in FY21 give us an ending balance of \$30.8M budgeted for a use of fund balance of \$9.6, with ending fund balance of \$21.1M. Ms. Higginbotham advised that in FY21, the WDW parks settled their lawsuit with the Orange County Property Appraiser. RCID refunded WDW \$6M. RCID used \$5M that was previously committed to property appraisal settlements and \$1M in available Fund Balance. We would like to start reserving for the future settlements of the WDW resorts, as well as for lawsuits from the Hilton, Four Seasons, and the Swan and Dolphin. We would like to add \$4M to committed to property appraisal settlements. Ms. Higginbotham advised that we are asking the BOS to approve a tentative millage rate of 13.5741 and a tentative Operating Budget for FY22 and the final approval will take place at the September 29th Public Hearing. President Hames asked if there were any public comments on the request for approval of the tentative millage rate and there were none. Upon motion by Ms. Adams and duly seconded, the Board unanimously approved this request. President Hames asked if there were any public comments on the request for approval of the tentative budget for RCID for FY2022 and there were none. Upon motion by Mr. Brito and duly seconded, the Board approved this request. **(EXHIBIT A)**

Mr. Mark Swanson addressed the Utility budget for FY2022. Mr. Swanson advised that 1-1/2 years ago when the parks closed, consumption fell. At that time, we raised utility rates by 10%. At this time, we have seen an increase in volume. Mr. Swanson advised that FY22 utility revenue and interest are increasing by budget \$16.9M or 11.4% higher than the FY21 forecasted costs. Mr. Swanson advised that FY22 electric rates, natural gas rates, water and sewer, and solid waste will all be reduced by -6%. Mr. Swanson advised that new rates will be effective with October's billing. President Hames asked if there were any public comments on the request for approval of tentative utility rates and there were none. Upon motion by Mr. Greer and duly seconded, the Board approved this request.

OTHER BUSINESS

President Hames asked if there was any further business to discuss.

Mr. Classe advised that the next BOS meeting will take place on September 29th at 4:30 p.m. and asked that all BOS members be present in-person.

Mr. Classe then gave his Final Thought from Vince Lombardi, Coach, ***"Perfection is not attainable, but if we chase perfection we can catch excellence."***

There being no further business to come before the Board, the meeting was adjourned.

Laurence C. Hames
President, Board of Supervisors

ATTEST

John H. Classe, Jr.
Secretary, Board of Supervisors

DEPARTMENT REPORTS

- Reedy Creek Energy Services
- Environmental Sciences
- Human Resources
- Building & Safety
- Planning & Engineering



Reedy Creek Energy Services

Memorandum

To: John Classe
 From: Christine Ferraro
 Subject: August - Monthly Utilities Report

Date: September 29, 2021
 Extension: (407) 824-4121

Electric and Natural Gas Purchases and Sales

Megawatt hour loads were approximately .2% above budget with a monthly peak load of approximately .2% under budget. Average temperatures for August 2021 were .2% higher when compared to same month in 2020 and was .73% higher when compared to the average temperatures experienced in 2019. Total cost per megawatt hour (\$/MWh) for the month was approximately 5% below budget equating to approximately \$242K of net electric savings to plan. The electric savings were driven primarily by lower DEF transmission costs, higher cost economy purchases due to gas price increases, lower solar costs and lower firm purchases costs than forecasted. RCID also generated savings based on incremental electric market sales which served to offset overall energy costs.

Natural Gas (Distribution and Hot Water)

Natural gas commodity prices were approximately 7.27% below budget, with volumes approximately 13.96% under budget. Actual volumes were lower than budgeted driven by property closure resulting from the COVID19 virus pandemic that resulted in less consumption from restaurants and other attractions on property. Total natural gas cost per MMBtu (\$/MMBtu) for the month were approximately 3.28% below budget due to volume reductions lower than budgeted levels and lower than budgeted natural gas commodity prices. Gross natural gas costs were approximately \$91K under budget driven by a combination of lower natural gas volumes than budgeted and lower gas prices than budgeted in part due to RCID's natural gas price hedging program. There is every expectation that sales volumes will return to pre-COVID levels as the property returns to normal operations.

<i>Water / Wastewater</i>	2020		2021		Difference		% Difference
	Total Monthly Volume (million gallons)	Average Daily Flow (million gallons/day)	Total Monthly Volume (million gallons)	Average Daily Flow (million gallons/day)	Total Monthly Volume (million gallons)	Average Daily Flow (million gallons/day)	
Potable Water Consumption	363.8	11.7	453.2	14.6	89.4	2.9	24.6%
Wastewater Generation	320.8	10.3	388.5	12.5	67.7	2.2	21.1%
Reclaimed Water Usage	168.5	5.4	153.4	4.9	-15.2	-0.5	-9.0%
Wastewater Contribution from OCU	72.1	2.3	64.4	2.1	-7.7	-0.2	-10.6%
Rainfall measured at RCID WWTP (in)	5.8		5.8		0.0		-0.2%

<i>Water / Wastewater</i>	2020	2021	Difference
	Total Monthly Volume (Tons)	Total Monthly Volume (Tons)	Total Monthly Volume (Tons)
Class I Waste Collected by RCES	2336	4352	2016
Class III Waste Collected by RCES	183	263	70
Offsite Landfill	3546	5039	1493
Food Waste	510	979	469
Class I Recycle	394	1116	722
Green Waste	816	1713	897
C&D Collected	1154	1594	440
Manure	303	360	57

*All Data in Tons

REEDY CREEK IMPROVEMENT DISTRICT
MONTHLY INTERCHANGE REPORT

Aug 21

INITIAL	CO	Gross MWH	Duke Energy Imbalance	FPL LOSS	FPC LOSS	TRC LOSS	NET MWH	MWh from Indirect Delivery Point	ECONOMY COST	FIRM COST	TOTAL \$ / MWH	INITIAL
	Exelon/Constellation	3,960	0	0	0	0	3,960		\$118,500.00		\$29.94	
CO	Cirus Ridge Solar	8,779	0	0	0	0	8,779			\$340,285.16	\$38.79	CO 09-08-21
CO	Duke-RC	7,495	0	0	0	0	7,495		\$215,140.00		\$28.91	CO 09-01-21
CO	Duke-Hamilton Solar	2,480	0	0	0	0	2,480			\$66,513.60	\$26.81	CO 09-03-21
CO	Duke-RC Franklin	45,694	0	0	0	0	45,694			\$2,599,472.53	\$56.91	CO 09-03-21
CO	Duke-RC Franklin Settlement #1									(\$94,537.48)	BP	CO 09-03-21
CO	Duke-RC Franklin Settlement #2									(\$220,331.35)	Morgan Stanley	CO 09-03-21
CO	Duke-RC Franklin Settlement #4									(\$64,019.37)	JP Morgan	CO 09-03-21
CO	Duke-Solar	677	0	0	0	0	677			\$48,706.56	\$72.08	CO 09-10-21
CO	FPL-RC	360	0	0	0	0	360		\$10,800.00		\$30.00	CO 09-02-21
CO	FMFA Telling(Cane Island)	39,432	0	0	0	0	39,432			\$151,813.20	\$38.50	CO 09-03-21
CO	REM-RC	668	0	0	0	0	668		\$20,535.00		\$30.74	CO 09-01-21
CO	TAL-RC	5,840	0	0	0	0	5,840		\$166,640.00		\$28.53	CO 09-03-21
	Duke Non Firm T & D									\$16,558.02	\$28.19	CO 09-07-21
	Duke FIRM T&D									\$664,288.70	\$112.50	CO 09-07-21
	Duke Energy Imbalance	-2463					-2463		(\$85,034.51)			CO 09-07-21
PURCHASES												
		112,893	0	0	0	0	112,893	0	\$447,740.49	\$3,506,749.59		
INITIAL		MWH	Losses to Duke LOSS	FPL LOSS	REC LOSS	TRC LOSS	NET MWH	MWh to Indirect Delivery Point	ECONOMY COST	FIRM COST	TOTAL \$ / MWH	
	RC-EXE J	1924	-24	0	0	0	1900		\$100,020.00		\$52.06	
CO	RC-POU J	585	0	0	0	0	585		\$24,580.00		\$42.03	09-01-21
CO	RC-TEA J	200	0	0	0	0	200		\$10,800.00		\$54.00	09-01-21
TOTAL SALES												
		2709	-24	0	0	0	2685		\$135,400.00	\$0.00	\$50.03	
TOTAL												
		110184	-24	0	0	0	110208		\$312,340.49	\$3,506,749.59		
NEL Including EPCOT Diesels and CoGen												
		110196										

AVG \$ / MWH

\$34.65

TOTAL ECONOMY AND FIRM COST

\$3,819,090.08

Month	NEL	Peak	Time	Day
Aug-21	110,196.8	177.7	16:00	8/20/2021

COGEN GENERATION	
GT MONTHLY	0.0
ST MONTHLY	0.0
GT & ST MONTHLY	0.0
ECEP GENERATION	
ECEP #1 MONTHLY	11.88
ECEP #2 MONTHLY	0.0
ECEP #1 & #2 MONTHLY	11.88
TOTAL GENERATION	11.88

RESOLUTION #613 J #615
MONTHLY ELECTRIC SALES, PURCHASES, AND TRANSMISSION TRANSACTIONS

Company	Electric Sales	Electric Purchases [1]	Net Profit/(Cost) [2]	Monthly Sales Subtotal	Monthly Purchases Subtotal	Net Profit/(Cost) Subtotal
Oct-20						
City of Tallahassee	\$23,645.00	\$10,530.00	\$5,492.05			
Duke Energy Florida	\$0.00	\$117,887.50	\$24,811.82			
Orlando Utilities Commission	\$347,455.00	\$0.00	\$80,066.35			
Rainbow Energy Marketing	\$0.00	\$121,827.00	\$39,145.70			
The Energy Authority	\$34,670.00	\$6,400.00	\$11,944.48			
Total October 2020				\$405,670.00	\$256,744.50	\$161,460.39
Nov-20						
City of Tallahassee	\$0.00	\$21,000.00	\$3,225.32			
Duke Energy Florida	\$0.00	\$141,452.50	\$20,461.45			
Orlando Utilities Commission	\$20,490.00	\$0.00	\$3,570.40			
Rainbow Energy Marketing	\$0.00	\$58,489.00	\$14,833.71			
The Energy Authority	\$0.00	\$16,320.00	\$4,953.60			
Total November 2020				\$20,480.00	\$237,261.50	\$47,044.49
Dec-20						
City of Tallahassee	\$0.00	\$63,221.00	\$11,898.63			
Excellon/Constellation	\$35,800.00	\$0.00	\$3,902.78			
Duke Energy Florida	\$0.00	\$66,880.00	\$14,309.20			
Orlando Utilities Commission	\$11,460.00	\$12,250.00	\$2,815.50			
Rainbow Energy Marketing	\$0.00	\$67,591.00	\$7,476.88			
The Energy Authority	\$25,260.00	\$12,320.00	\$10,847.30			
Total December 2020				\$72,540.00	\$212,262.00	\$51,250.37
Jan-21						
City of Tallahassee	\$0.00	\$15,854.00	\$3,358.93			
Duke Energy Florida	\$0.00	\$140,990.00	\$26,127.23			
Orlando Utilities Commission	\$0.00	\$11,995.00	\$935.13			
Rainbow Energy Marketing	\$0.00	\$36,121.50	\$3,028.61			
The Energy Authority	\$32,965.00	\$3,200.00	\$4,568.17			
Total January 2021				\$32,965.00	\$207,570.50	\$38,018.06
Feb-21						
City of Tallahassee	\$10,000.00	\$15,792.00	\$7,976.08			
Excellon/Constellation	\$0.00	\$8,640.00	\$442.80			
Duke Energy Florida	\$0.00	\$83,935.00	\$21,161.50			
Orlando Utilities Commission	\$2,160.00	\$43,920.00	(\$5,834.40)			
The Energy Authority	\$8,020.00	\$105,600.00	\$15,305.62			
Total February 2021				\$20,180.00	\$267,887.00	\$39,041.20
Mar-21						
Duke Energy Florida	\$0.00	\$203,760.00	\$33,099.50			
Orlando Utilities Commission	\$3,050.00	\$0.00	\$720.00			
Rainbow Energy Marketing	\$0.00	\$26,254.00	\$2,853.12			
Total March 2021				\$3,050.00	\$230,014.00	\$36,672.62
Apr-21						
City of Tallahassee	\$0.00	\$284.00	\$37.10			
Duke Energy Florida	\$0.00	\$105,825.00	\$21,431.95			
Orlando Utilities Commission	\$38,200.00	\$0.00	\$9,584.15			
Rainbow Energy Marketing	\$0.00	\$23,974.50	\$7,413.42			
The Energy Authority	\$85,090.00	\$0.00	\$10,231.10			
TYR Energy	\$0.00	\$99,288.00	\$19,782.74			
Total April 2021				\$123,290.00	\$229,381.50	\$68,480.46
May-21						
City of Tallahassee	\$0.00	\$3,150.00	\$913.65			
Duke Energy Florida	\$0.00	\$143,270.00	\$35,039.03			
Orlando Utilities Commission	\$4,560.00	\$24,685.00	\$3,361.76			
Rainbow Energy Marketing	\$0.00	\$127,182.10	\$25,683.47			
The Energy Authority	\$22,440.00	\$0.00	\$7,702.13			
TYR Energy	\$0.00	\$29,300.00	\$8,154.91			
Total May 2021				\$27,000.00	\$327,587.10	\$80,854.95
Jun-21						
City of Tallahassee	\$0.00	\$109,120.00	\$36,022.18			
Duke Energy Florida	\$0.00	\$104,110.00	\$27,384.72			
Excellon/Constellation	\$0.00	\$128,860.00	\$38,896.64			
Orlando Utilities Commission	\$36,575.00	\$0.00	\$5,359.95			
Rainbow Energy Marketing	\$0.00	\$42,581.00	\$9,400.01			
The Energy Authority	\$50,540.00	\$0.00	\$8,601.02			
Total June 2021				\$87,115.00	\$375,470.99	\$125,664.52
Jul-21						
City of Tallahassee	\$0.00	\$135,680.00	\$39,416.00			
Duke Energy Florida	\$0.00	\$226,480.00	\$60,264.00			
Excellon/Constellation	\$0.00	\$104,730.00	\$27,560.00			
Florida Power and Light	\$0.00	\$4,480.00	\$816.00			
Orlando Utilities Commission	\$32,670.00	\$0.00	\$4,397.00			
Rainbow Energy Marketing	\$0.00	\$6,834.00	\$1,038.71			
The Energy Authority	\$32,710.00	\$0.00	\$5,800.18			
TYR Energy	\$0.00	\$19,925.00	\$3,135.38			
Total July 2021				\$65,380.00	\$497,039.00	\$142,427.27
Aug-21						
City of Tallahassee	\$0.00	\$166,640.00	\$42,748.80			
Duke Energy Florida	\$0.00	\$216,140.00	\$55,139.55			
Excellon/Constellation	\$100,020.00	\$118,560.00	\$36,402.04			
Florida Power and Light	\$0.00	\$10,800.00	\$2,016.00			
Orlando Utilities Commission	\$24,680.00	\$0.00	\$3,480.63			
Rainbow Energy Marketing	\$0.00	\$20,635.00	\$2,939.20			
The Energy Authority	\$10,800.00	\$0.00	\$3,680.00			
Total August 2021				\$135,400.00	\$531,675.00	\$144,406.22
FY2021 to Date Total	\$993,080.01	\$3,362,893.10	\$935,320.54	\$993,080.01	\$3,362,893.10	\$935,320.54

[1] Does not include any purchases under long term firm contracts.
[2] Only includes impact of energy marketing activity.

Profit
21.47%

**RESOLUTION #614
MONTHLY GAS SALES, PURCHASES, AND TRANSPORTATION TRANSACTIONS**

Company	MMBTU's	\$ / MMBTU's	Monthly Purchase Subtotal	Monthly Sales Subtotal	Net Monthly Sales and Purchases Subtotal	Monthly Budgeted MMBTU's	Budgeted \$ / MMBTU's	Monthly Budgeted Subtotal
Oct-20								
Hedge Settlements - JPM, DB/MS, BP, & Cargill	0		\$314,678.85	\$0.00	\$314,678.85	438,208		\$1,275,082.54
FCU	158,472		\$325,026.91	\$0.00	\$325,026.91			
Infinite Energy	104,155		\$225,550.80	\$0.00	\$225,550.80			
Mercuria	114,867		\$236,742.95	\$0.00	\$236,742.95			
Bookout -	1,093		\$2,749.90	\$0.00	\$2,749.90			
FGT Usage	0		\$7,088.95	\$0.00	\$7,088.95			
Total October 2020	378,587	\$2.94	\$1,111,937.45	\$0.00	\$1,111,937.45	438,208	\$2.91	\$1,275,082.54
Nov-20								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$77,883.62)	\$0.00	(\$77,883.62)	479,597		\$1,413,191.62
FCU	153,730		\$448,021.00	\$0.00	\$448,021.00			
Infinite Energy	227,550		\$693,818.44	\$0.00	\$693,818.44			
Rainbow	10,000		\$22,812.50	\$0.00	\$22,812.50			
Bookout -	(619)		(\$1,572.70)	\$0.00	(\$1,572.70)			
FGT Usage			\$7,347.41	\$0.00	\$7,347.41			
Total November 2020	390,661	\$2.77	\$1,082,543.03	\$0.00	\$1,082,543.03	479,597	\$2.95	\$1,413,191.62
Dec-20								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$46,230.94)	\$0.00	(\$46,230.94)	485,371		\$1,442,928.65
FCU	158,472		\$446,257.09	\$0.00	\$446,257.09			
Infinite Energy	193,153		\$563,308.97	\$0.00	\$563,308.97			
Rainbow	92,107		\$265,820.80	\$0.00	\$265,820.80			
Cashout - FGT	(469)		(\$1,138.78)	\$0.00	(\$1,138.78)			
FGT Usage			\$8,444.44	\$0.00	\$8,444.44			
Total December 2020	449,263	\$2.75	\$1,238,461.58	\$0.00	\$1,238,461.58	485,371	\$2.97	\$1,442,928.65
Jan-21								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			\$129,008.18	\$0.00	\$129,008.18	502,295		\$1,504,506.38
FCU	158,472		\$378,272.58	\$0.00	\$378,272.58			
Infinite Energy	215,560		\$533,435.20	\$0.00	\$533,435.20			
Rainbow	81,243		\$199,614.05	\$0.00	\$199,614.05			
Bookout - IE	(2,761)		(\$7,479.81)	\$0.00	(\$7,479.81)			
FGT Usage			\$8,548.35	\$0.00	\$8,548.35			
Total January 2021	452,514	\$2.74	\$1,241,398.53	\$0.00	\$1,241,398.53	502,295	\$3.00	\$1,504,506.38
Feb-21								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$254,056.46)	\$0.00	(\$254,056.46)	437,969		\$1,288,047.60
FCU	143,104		\$383,518.72	\$0.00	\$383,518.72			
Infinite Energy	237,022		\$847,413.79	\$0.00	\$847,413.79			
Mercuria	33,621		\$92,625.86	\$0.00	\$92,625.86			
Cashout - FGT	(7,430)		(\$2,359.95)	\$0.00	(\$2,359.95)			
FGT Annual Accounting Refund Settlement			(\$2,445.24)	\$0.00	(\$2,445.24)			
FGT Alert Day Penalty	3,846		\$67,094.36	\$0.00	\$67,094.36			
FGT Usage			\$7,769.18	\$0.00	\$7,769.18			
Total February 2021	410,163	\$2.71	\$1,109,560.26	\$0.00	\$1,109,560.26	437,969	\$2.94	\$1,288,047.60
Mar-21								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$8,390.59)	\$0.00	(\$8,390.59)	475,152		\$1,572,125.57
FCU	158,472		\$439,601.39	\$0.00	\$439,601.39			
Infinite Energy	196,750		\$511,579.39	\$0.00	\$511,579.39			
Mercuria	69,161		\$200,497.74	\$0.00	\$200,497.74			
Bookout - FGU	(1,901)		(\$4,796.22)	\$0.00	(\$4,796.22)			
FGT Usage			\$8,343.15	\$0.00	\$8,343.15			
Total March 2021	422,482	\$2.71	\$1,146,834.86	\$0.00	\$1,146,834.86	475,152	\$3.31	\$1,572,125.57
Apr-21								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			\$74,657.98	\$0.00	\$74,657.98	438,379		\$1,281,258.24
Conoco Phillips	29,400		\$74,925.90	\$0.00	\$74,925.90			
FCU	153,570		\$384,485.46	\$0.00	\$384,485.46			
Infinite Energy	64,367		\$174,228.69	\$0.00	\$174,228.69			
Shear	145,080		\$373,000.68	\$0.00	\$373,000.68			
Rainbow	12,632		\$33,045.31	\$0.00	\$33,045.31			
Bookout - FGU	(3,438)		(\$9,214.35)	\$0.00	(\$9,214.35)			
FGT Usage			\$16,218.49	\$0.00	\$16,218.49			
Total April 2021	401,611	\$2.79	\$1,121,348.17	\$0.00	\$1,121,348.17	438,379	\$2.92	\$1,281,258.24
May-21								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$113,490.92)	\$0.00	(\$113,490.92)	431,597		\$1,268,619.80
BP	12,400		\$36,344.00	\$0.00	\$36,344.00			
FCU	158,689		\$451,097.43	\$0.00	\$451,097.43			
Gas South	231,028		\$687,173.57	\$0.00	\$687,173.57			
Cashout - FGT	(732)		(\$2,028.89)	\$0.00	(\$2,028.89)			
FGT Usage			\$16,756.83	\$0.00	\$16,756.83			
Total May 2021	401,385	\$2.68	\$1,075,851.03	\$0.00	\$1,075,851.03	431,597	\$2.94	\$1,268,619.80
Jun-21								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$235,366.60)	\$0.00	(\$235,366.60)	409,416		\$1,196,978.45
BP	13,980		\$45,551.50	\$0.00	\$45,551.50			
FCU	153,970		\$445,606.38	\$0.00	\$445,606.38			
Gas South	66,096		\$206,482.76	\$0.00	\$206,482.76			
Rainbow	153,432		\$460,142.57	\$0.00	\$460,142.57			
Cashout - FGT	95		\$369.58	\$0.00	\$369.58			
FGT Usage			\$15,744.78	\$0.00	\$15,744.78			
Total June 2021	387,173	\$2.42	\$938,530.97	\$0.00	\$938,530.97	409,416	\$2.92	\$1,196,978.45
Jul-21								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$624,498.38)	\$0.00	(\$624,498.38)	428,029		\$1,260,400.09
BP	14,787		\$56,777.31	\$0.00	\$56,777.31			
FCU	158,689		\$500,909.97	\$0.00	\$500,909.97			
Gas South	223,635		\$823,115.87	\$0.00	\$823,115.87			
Mercuria	16,857		\$63,029.17	\$0.00	\$63,029.17			
Bookout - Gas South	(1,493)		(\$5,754.35)	\$0.00	(\$5,754.35)			
FGT Interest			\$98.50	\$0.00	\$98.50			
FGT Usage			\$16,579.17	\$0.00	\$16,579.17			
Total July 2021	412,585	\$2.16	\$890,257.26	\$0.00	\$890,257.26	428,029	\$2.94	\$1,260,400.09
Aug-21								
Hedge Settlements - JPM, DB/MS, BP, & Cargill			(\$854,741.14)	\$0.00	(\$854,741.14)	429,075		\$1,265,147.51
Conoco Phillips	14,769		\$61,350.43	\$0.00	\$61,350.43			
BP	14,787		\$60,798.42	\$0.00	\$60,798.42			
FCU	158,689		\$628,670.33	\$0.00	\$628,670.33			
Gas South	1,641		\$13,171.89	\$0.00	\$13,171.89			
Mercuria			\$0.00	\$0.00	\$0.00			
TENASKA	64,387		\$261,668.77	\$0.00	\$261,668.77			
Rainbow			\$0.00	\$0.00	\$0.00			
Shear	168,720		\$645,038.08	\$0.00	\$645,038.08			
Cashout - FGT			\$0.00	\$0.00	\$0.00			
Bookout - FGU	(6,991)		(\$29,219.56)	\$0.00	(\$29,219.56)			
FGT Usage			\$18,593.63	\$0.00	\$18,593.63			
Total August 2021	406,002	\$1.98	\$805,330.90	\$0.00	\$805,330.90	429,075	\$2.95	\$1,265,147.51
FY2021 to Date Total	4,512,426	\$2.61	\$11,760,054.03	\$0.00	\$11,760,054.03	4,955,079	\$2.88	\$14,768,286.45
Volume Variance % (mmbtu)	-8.9%							
Volume Variance \$(000)	(\$1,319,298)							
Rate Variance \$(000)	(\$1,689,935)							
Total System Variance YTD	(\$3,009,233)							
Check	(\$3,009,232)							

J.P.Morgan

Invoice Ref: JPM365979F Invoice Date: 30-Jul-2021 From: J.P. Morgan Chase Bank National Association, New York Telephone: +44 1202 320216 Fax: +44 808 238 3821 Email: ebms.settlements.bmth@jpmorgan.com Payment Date: 04-Aug-2021	Counterparty: Reedy Creek Improvement District 1900 Hotel Boulevard Lake Buena Vista 32830 Florida, United States	Description: Standard Settlement Instructions Pay to: JPMorgan Chase Bank New York CHASUS33 ABA:021000021 For a/c: JPMorgan Chase Bank New York 304256374
--	---	---

Commodity Type: Nymex

Trade Date	Deal #	Trade Type	Fixed Price	Float Price	Start Date	End Date	Quantity	Settlement Amount
30-Sep-2016	8500012F-3AXA	Swap	2.947000 ✓	-4.044000 ✓	01-Aug-2021	31-Aug-2021	23,002.00 ✓	-25,233.19 ✓
16-Nov-2016	8500012F-3DAK	Swap	2.968000 ✓	-4.044000 ✓	01-Aug-2021	31-Aug-2021	23,002.00 ✓	-24,750.15 ✓
10-Apr-2019	85000F9-7TKB5	Swap	2.700000 ✓	-4.044000 ✓	01-Aug-2021	31-Aug-2021	23,405.00 ✓	-31,456.32 ✓
17-Sep-2019	85000F9-8M3SR	Swap	2.485000 ✓	-4.044000 ✓	01-Aug-2021	31-Aug-2021	24,769.00 ✓	-38,614.87 ✓
14-Jan-2020	85000F9-97X00	Swap	2.451000 ✓	-4.044000 ✓	01-Aug-2021	31-Aug-2021	26,009.00 ✓	-41,432.34 ✓
<i>Subtotal USD</i>								-161,486.87 ✓
JPMorgan Pays Net (USD)								-161,486.87 ✓

OK to RECEIVE
 7/30/21
 WJ



Cargill Inc - Risk Management
 9320 Excelsior Blvd
 Hopkins, MN 55343 9497
 United States of America

Settlement Invoice

Reedy Creek Improvement District

Invoice Date: 29-Jul-21
 Invoice Nbr: 2061909
 Cash Settlement Date: 04-Aug-21
 Currency: USD

Email: crm_hp_operations@cargill.com
 Fax: 952 249-4054

TRANSACTION DATE	REFERENCE UNDERLYING	CONTRACT QUANTITY	SETTLED QUANTITY	TRANSACTION TYPE	FLOATING PRICE	FIXED/STRIKE PRICE	CALCULATION DATE	COMMENTS / CUSTOMER	PREMIUM CASH	SETTLE CASH
NGQ2021										
Swap										
2021-07-28	NGQ2021	-6.9378	6.9378 ✓		4.044 ✓	2.783 ✓	28-Jul-21	Trade ID: 3000548737	0.00	87,485.66 ✓
NGQ2021 TOTAL									0.00	87,485.66 ✓
SUB-TOTALS									0.00	87,485.66 ✓
TOTAL DUE Reedy Creek Improvement District										USD 87,485.66 ✓

OK to RECEIVE

7/30/21

W ✓

This document is in the perspective of Reedy Creek Improvement District.

Cargill Risk Management only accepts payment via Wire or ACH.

Please inform Cargill of any discrepancies shown in this invoice within 48 hours of receipt.

©2021 Cargill Inc - Risk Management, ALL RIGHTS RESERVED



BP Energy Company
 201 Helios Way-Helios Plaza
 Houston, TX 77079
 Tax Id: 36-3421804
 Cons Unit #: USDWX

INVOICE

Customer Details	Bank Details	Invoice Details
Reedy Creek Improvement District Ray Crooks ray.crooks@disney.com	Remit by wire transfer to: BP Energy Company For the account of: Account Name: Wire Bank: Wire City/State: Transit/ABA: Account No:	Invoice Number: 21159816 Invoice Date: 07/29/2021 Contract No: 20368 Due By: 08/04/2021 BP Energy Company JPMorgan Chase Bank Columbus, OH 021000021 9102548097

Aug 2021 Invoice for Natural Gas Swaps and/or Options

Trade Type	Deal ID	Trade Date	Beg Day	End Day	Buy/Sell Call/ Put	Total Volume	UOM	BP Pays				Customer Pays			BP Receives/ (Pays)	
								Index/ Fixed	Price	Basis	Net	Index/ Fixed	Price	Basis		Net
NG-FP-SWAP	457137	02/01/2017	01	31	S	46,407	MMBTU	NG_NYMEX(NYM 1d)	4.0440	0.0000	4.0440	Fixed Price ✓	2.8850 ✓	0.0000	2.8850	\$(53,785.71) ✓
NG-FP-SWAP	1098369	07/05/2018	01	31	S	23,126	MMBTU	NG_NYMEX(NYM 1d)	4.0440	0.0000	4.0440	Fixed Price ✓	2.6400 ✓	0.0000	2.6400	\$(32,468.90) ✓
Total Swap and Options Amount Due BP (Customer):																\$(86,254.61) ✓

OK to RECEIVE
7/30/21
N/

r = revised from previous invoice
 Direct Inquiries to NAGPFS1@bp.com
 Please note: BP will not change/amend BP's banking details without prior separate written notification in addition to the change reflected on the invoice.

CITIBANK NA-NEW YORK-WALL STREET-NY BRANCH
2700 Post Oak Blvd, Suite 400
Houston, Texas 77056

Credit Note



Customer Information	CITIBANK NA-NEW YORK-WALL STREET-NY BRANCH will remit funds by wire transfer per your banking instructions. Please send an invoice for confirmation of payment.	Invoice Information
Address: Reedy Creek Improvement District		Invoice 10823596-1
US	Bank: SUN TRUST BANK Swift Code/ABA 061000104 Acct. Number: /6215215046213/REEDY CREEK	Invoice Date: July 29, 2021
Attention: SETTLEMENTS REEDYCREEK		Due Date: August 04, 2021
Phone: n/a		Citi: Katie Payne
Fax: n/a		Phone:
Email: Ray.crooks@disney.com		Fax:
		Email: katie.payne@citi.com

PAYMENT DUE DATE:	August 04, 2021
TOTAL DUE Reedy Creek Improvement District :	\$ -32,696.78 USD

Citi requires positive confirmation of all settlement amounts and banking details prior to releasing funds. If you do not agree with either of the aforementioned, please contact us immediately at the email or phone number provided.

OK TO RECEIVE

7/30/21

ms ✓

CITIBANK NA-NEW YORK-WALL STREET-NY BRANCH
 2700 Post Oak Blvd. Suite 400
 Houston, Texas 77056

Credit Note

Swaps										
#	Trade ID	Trade Date	Index 1	Index 2	Delivery Month	Unit	Notional Quantity	Fixed Price	Float Price	Amount Due
1	45075191	06/06/2019	NYMEX NG		Aug-21	MMBTU	-23405.00 ✓	2.647/MMBTU ✓	4.044/MMBTU ✓	-32,696.78 ✓
Total Trades 1									Swaps Sub-Total: -32,696.78 ✓	

PAYMENT DUE DATE:	August 04, 2021
TOTAL DUE Reedy Creek Improvement District :	\$ -32,696.78 USD ✓

Summary Credit Note

Invoice Date: Jul-29-2021
Invoice Number: 2019053-1
Due Date: Aug-04-2021

Morgan Stanley Capital Group Inc.
1585 Broadway, 20th Floor
Attn: Commodities
New York, NY 10036

REEDY CREEK IMPROVEMENT
DISTRICT
1900 HOTEL PLAZA BLVD
LAKE BUENA VISTA 328308406
USA

From: Commodities Operations
Voice:
Fax: 914-750-0751
Email: commodfinsettlementsind@morganstanley.com

Attn: Ray Crooks
Voice: 407-824-7216
Fax:

Account: 0579GFAB8

Description	Amount Due
Swap	(107,929.042) USD ✓
	(107,929.042) USD ✓
Due Date: Aug-04-2021	(107,929.04) USD ✓

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7/30/21
m

Detail Credit Note

Please be advised that the following swaps have priced out

Trade ID	Trade Date	Swap	Quantity	We Pay	You Pay	Amount Due
18405907	Jun-08-2017	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Jul 28, 2021, You Pay Fixed	69,378 MMBT	Float 4.0440	Fixed 2.87300	(81,241.638) USD
18852292	Nov-15-2017	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Jul 28, 2021, You Pay Fixed	23,126 MMBT	Float 4.0440	Fixed 2.89	(26,687.404) USD

Total Due From Morgan Stanley Capital Group Inc. in USD (107,929.04)
 Due Date: Aug-04-2021

J.P.Morgan

Invoice Ref: JPM370948F Invoice Date: 02-Sep-2021 From: J.P. Morgan Chase Bank National Association, New York Telephone: +44 1202 320216 Fax: +44 808 238 3821 Email: ebms.settlements.bmth@jpmorgan.com Payment Date: 08-Sep-2021	Counterparty: Reedy Creek Improvement District 1900 Hotel Boulevard Lake Buena Vista 32830 Florida, United States	Description: Standard Settlement Instructions Pay to: JPMorgan Chase Bank, N.A. New York CHASUS33 ABA 021000021 For a/c: JPMorgan Chase Bank, N.A. New York 304256374
---	---	---

Commodity Type: GULF COAST GD

Trade Date	Deal #	Trade Type	Fixed Price	Float Price	Start Date	End Date	Quantity	Settlement Amount
12-Oct-2021	95000123-3VRE	Swap	2.563000 ✓	-3.978700 ✓	01-Aug-2021	31-Aug-2021	45,221.00 ✓	-64,019.37 ✓
<i>Subtotal USD</i>								-64,019.37 ✓
JPMorgan Pays Net (USD)								-64,019.37 ✓

- RCF -
 OK to RECEIVE
 9/3/21
 MW ✓



BP Energy Company
 201 Helios Way-Helios Plaza
 Houston, TX 77079
 Tax Id: 36-3421804
 Cons Unit #: US8XL

INVOICE

Customer Details	Bank Details	Invoice Details
Reedy Creek Improvement District Ray Crooks ray.crooks@disney.com	Remit by wire transfer to: BP Energy Company For the account of: Account Name: Wire Bank: Wire City/State: Transit/ABA: Account No:	Invoice Number: 21165549 Invoice Date: 09/01/2021 Contract No: 20368 Due By: 09/08/2021 BP Energy Company JPMorgan Chase Bank Columbus, OH 021000021 9102548097

Aug 2021 Invoice for Natural Gas Swaps and/or Options

Trade Type	Deal ID	Trade Date	Beg Day	End Day	Buy/Sell Call/Put	Total Volume	UOM	BP Pays			Customer Pays			BP Receives/ (Pays)		
								Index/Fixed	Price	Basis	Net	Index/Fixed	Price		Basis	Net
NG-FP-SSWAP	1298475	11/08/2018	01	31	S	67,832	MMBTU	NG_SoNat_Daily_GD(G as Daily)	3.9787	0.0000	3.9787	Fixed Price	2.5850	0.0000	2.5850	\$(94,537.46)
Total Swap and Options Amount Due BP (Customer):														USD \$(94,537.46)		

- RCF -
 OK to RECEIVE
 9/3/21
 W ✓

r = revised from previous invoice
 Direct inquires to NAGPFS1@bp.com

Please note: BP will not change/amend BP's banking details without prior separate written notification in addition to the change reflected on the invoice.

Summary Credit Note

Invoice Date: Sep-01-2021
Invoice Number: 2028918-1
Due Date: Sep-08-2021

Morgan Stanley Capital Group Inc.
1585 Broadway, 20th Floor
Attn: Commodities
New York, NY 10036

REEDY CREEK IMPROVEMENT
DISTRICT
1900 HOTEL PLAZA BLVD
LAKE BUENA VISTA 328308406
USA

From: Commodities Operations
Voice:
Fax: 914-750-0751
Email: commodfinsettlementsind@morganstanley.com

Attn: Ray Crooks
Voice: 407-824-7216
Fax:

Account: 0579GFAB8

Description	Amount Due
Swap	(220,331.3468) USD ✓
	(220,331.3468) USD ✓
Due Date: Sep-08-2021	(220,331.35) USD ✓

- RCF -
OK to RECEIVE
9/3/21
MV

Detail Credit Note

Please be advised that the following swaps have priced out

Trade ID	Trade Date	Swap	Quantity	We Pay	You Pay	Amount Due
19633984	Sep-12-2018	Swap - We Pay "Natural Gas GAS DAILY Southern NG Co." Aug 2-31, 2021, You Pay Fixed	90,443 ✓ MMBT	Float 3.9787 ✓	Fixed 2.51 ✓	(132,833.6341) USD ✓
20112791	Jan-09-2019	Swap - We Pay "Natural Gas GAS DAILY Southern NG Co." Aug 2-31, 2021, You Pay Fixed	45,221 ✓ MMBT	Float 3.9787 ✓	Fixed 2.57 ✓	(63,702.8227) USD ✓
21301227	Jan-14-2020	Swap - We Pay "Natural Gas GAS DAILY Southern NG Co." Aug 2-31, 2021, You Pay Fixed	14,700 ✓ MMBT	Float 3.9787 ✓	Fixed 2.36 ✓	(23,794.89) USD ✓

Total Due From Morgan Stanley Capital Group Inc. in USD (220,331.35) ✓
 Due Date: Sep-08-2021



FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

FINAL

Billable Party:	091306597 Reedy Creek Improvement District LISA MEARS P.O. Box 10000 Lake Buena Vista FL 32830	Remit to Party:	006924518 FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT P.O. BOX 204032 Dallas, TX 75320-4032	Stmnt D/T:	9/8/2021 12:00:00AM
		Remit Addr:		Payee's Bank Account Number:	Account # 9600168869
				Payee's Bank ACH Number:	ABA # 041203824
				Payee's Bank Wire Number:	ABA # 121000248
				Payee's Bank:	Wells Fargo Bank NA
				Payee's Name:	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
		Payee:	006924518	Contact Name:	Sharon Pyburn
				Contact Phone:	713-989-2093

Svc Req Name:	Reedy Creek Improvement District	Invoice Date:	9/10/2021 12:00:00AM	Invoice Total Amount:	\$2,604.92
Svc Req:	091306597	Sup Doc Ind:	IMBL	Invoice Identifier:	000387631
Svc Req K:	003631	Charge Indicator:	BILL ON DELIVERY	Account Number:	1000038860
Svc CD:	FTS-2	Prev Inv ID:		Net Due Date:	09/20/2021

Begin Transaction Date: August 01, 2021 **End Transaction Date:** August 31, 2021 Please reference your invoice identifier and your account number in your wire transfer.

TT	Rec DRN	Rec Loc	Rec Zn	Location Name	Del DRN	Del Loc	Del Zn	Location Name	Repl Rel Cd	Acct Adj Mthd	Chrg Type	Base	Unit Sur	Price Disc	Net	Qty	Amt Due	Beg Tran Date	End Tran Date
01	716	25309		CS #11 Mt Vernon Zone	0						COT	0.0207	0.0011	0.0000	0.0218	0	\$0.00	28 - 30	
				Transportation Commodity															
01	11224	10095		SNG Franklinton (Rec)	0						COT	0.0207	0.0011	0.0000	0.0218	0	\$0.00	1 - 31	
				Transportation Commodity															
01	179851	62410		Columbia Gulf-Lafayett	0						COT	0.0207	0.0011	0.0000	0.0218	0	\$0.00	1 - 31	
				Transportation Commodity															
01	254034	71414		Williams Plant	0						COT	0.0207	0.0011	0.0000	0.0218	0	\$0.00	1 - 27	
				Transportation Commodity															
01	1187589	78533		Frisco Acadian	0						COT	0.0207	0.0011	0.0000	0.0218	0	\$0.00	1 - 31	
				Transportation Commodity															
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0207	0.0254	0.0000	0.0461	24,000	\$1,106.40	1 - 30	
				Transportation Commodity															
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0207	0.0254	0.0000	0.0461	558	\$25.72	31 - 31	
				Transportation Commodity															
01	0				3101	Reedy Cr		Reedy Creek Theme			COT	0.0207	0.0254	0.0000	0.0461	25,500	\$1,175.55	1 - 30	
				Transportation Commodity															
01	0				3101	Reedy Cr		Reedy Creek Theme			COT	0.0207	0.0254	0.0000	0.0461	558	\$25.72	31 - 31	
				Transportation Commodity															
01	0				3102	Reedy Cr		Reedy Creek Gen			COT	0.0207	0.0254	0.0000	0.0461	5,890	\$271.53	1 - 31	
				Transportation Commodity															

Invoice Sub-Total Amount:	56,506	\$2,604.92
Invoice Total Amount:	56,506	\$2,604.92

Late Payment Charges are assessed on past due balances after the invoice date. Shippers may voluntarily choose to contribute to GRI. All contribution payments must be clearly and specifically marked as 'GRI Contributions', and the GRI Project(s) or Project Area(s) to be funded must be indicated on the payment detail, which should be emailed to your Gas Logistics Representative.



FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

FINAL

Billable Party:	091306597 Reedy Creek Improvement District LISA MEARS P.O. Box 10000 Lake Buena Vista FL 32830	Remit to Party:	006924518 FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT P.O. BOX 204032 Dallas, TX 75320-4032	Stmnt D/T:	9/8/2021 12:00:00AM
		Remit Addr:	P.O. BOX 204032 Dallas, TX 75320-4032	Payee's Bank Account Number:	Account # 9600168869
		Payee:	006924518	Payee's Bank ACH Number:	ABA # 041203824
				Payee's Bank Wire Number:	ABA # 121000248
				Payee's Bank:	Wells Fargo Bank NA
				Payee's Name:	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
				Contact Name:	Sharon Pyburn
				Contact Phone:	713-989-2093

Svc Req Name:	Reedy Creek Improvement District	Invoice Date:	9/10/2021 12:00:00AM	Invoice Total Amount:	\$15,988.77
Svc Req:	091306597	Sup Doc Ind:	IMBL	Invoice Identifier:	000387796
Svc Req K:	005114	Charge Indicator:	BILL ON DELIVERY	Account Number:	1000038860
Svc CD:	FTS-1	Prev Inv ID:		Net Due Date:	09/20/2021

Begin Transaction Date: August 01, 2021 **End Transaction Date:** August 31, 2021 Please reference your invoice identifier and your account number in your wire transfer.

TT	Rec DRN	Rec Loc	Rec Zn	Location Name	Del DRN	Del Loc	Del Zn	Location Name	Repl Rel Cd	Acct Adj Mthd	Chrg Type	----- Base	Unit Sur	Price Disc	----- Net	Qty	Amt Due	Beg Tran Date End Tran Date	
01	9906	10109		GSPL St Helena	0						COT	0.0207	0.0011	0.0000	0.0218	0	\$0.00	1 - 31	
				Transportation Commodity															
01	11224	10095		SNG Franklinton (Rec)	0						COT	0.0207	0.0011	0.0000	0.0218	0	\$0.00	1 - 31	
				Transportation Commodity															
01	32606	57391		NGPL Vermilion	0						COT	0.0207	0.0011	0.0000	0.0218	0	\$0.00	1 - 31	
				Transportation Commodity															
01	179851	62410		Columbia Gulf-Lafayette	0						COT	0.0207	0.0011	0.0000	0.0218	0	\$0.00	1 - 31	
				Transportation Commodity															
01	1187589	78533		Frisco Acadian	0						COT	0.0207	0.0011	0.0000	0.0218	0	\$0.00	1 - 31	
				Transportation Commodity															
01	0				3100	Reedy Cr		Reedy Creek Resid			COT	0.0207	0.0254	0.0000	0.0461	27,900	\$1,286.19	1 - 31	
				Transportation Commodity															
01	0				3101	Reedy Cr		Reedy Creek Theme			COT	0.0207	0.0254	0.0000	0.0461	27,900	\$1,286.19	1 - 31	
				Transportation Commodity															
01	0				3102	Reedy Cr		Reedy Creek Gen			COT	0.0207	0.0254	0.0000	0.0461	13,020	\$600.22	1 - 31	
				Transportation Commodity															
01	0				135677	Kissimme		Kissimmee Cane Isla			COT	0.0207	0.0254	0.0000	0.0461	278,008	\$12,816.17	1 - 31	
				Transportation Commodity															
																Invoice Sub-Total Amount:	346,828	\$15,988.77	
																Invoice Total Amount:	346,828	\$15,988.77	

Late Payment Charges are assessed on past due balances after the invoice date.
 Shippers may voluntarily choose to contribute to GRI. All contribution payments must be clearly and specifically marked as 'GRI Contributions', and the GRI Project(s) or Project Area(s) to be funded must be indicated on the payment detail, which should be emailed to your Gas Logistics Representative.



**REEDY CREEK
IMPROVEMENT DISTRICT**

P.O. BOX 10170, LAKE BUENA VISTA, FLORIDA 32830-0170, TELEPHONE (407) 824-7301

MEMORANDUM

DATE: September 17, 2021
TO: John Classe
FROM: C. Michael Crikis
SUBJECT: Monthly Report for August 2021

The following is a summary of the activities completed by Environmental Sciences in the month of August 2021:

Regulatory Activities – sampling and testing

- 406 sites were visited.
- 1,758 samples were collected or delivered.
- 3,724 tests were assigned.
- Evaluation results of Non-Potable Water Proficiency Testing Microbiology samples were received with a 100% successful completion.

Mosquitoes Monitoring

- 285 traps were set up in 57 locations.
- 46,369 mosquitoes were identified.
- Decreased rainfall has resulted in a decline in mosquito populations during the month.

Meetings and Educational Sessions Participation

- Attended the Stormwater Technical Advisory Committee meeting.
- Attended the Blue-Green Algae Task Force meeting.
- Attended the EPA Waters of the United States (WOTUS) Public meeting.
- Attended Aquatic Weed Control workshop.

Anniversary

- John Passarella, LIMS Coordinator – 20 years.

CC: RCID Pollution Control Board

Human Resources

SEPTEMBER 2021

Open Positions

- *Technology Services*
 - IT Project Manager (2 openings) – Accepting resumes and conducting interviews (through third party agency)
 - IT Support Analyst- Accepting resumes
 - IT Senior Systems Administrator- OnBase- Accepting resumes
 - GIS Analyst-Accepting resumes and conducting interviews (also accepting resumes through third party agency)
- *Facilities*
 - Assistant Supervisor- Parking Operations- Accepting resumes and conducting interviews
- *Building & Safety*
 - Electrical Inspector- Accepting resumes
- *Fire Department*
 - Firefighter/Paramedic (Eligibility list only)- Accepting applications, NTN listing
 - Paramedic - Accepting applications. NTN listing

Filled Positions:

- *Environmental Sciences*
 - Biologist II- Field Operations- New Hire starting 9/13/21
 - Biologist II- Macroinvertebrate- New Hire starting 9/13/21
 - Biologist II- Field Operations- New Hire starting 10/11/21
- *Planning & Engineering*
 - Associate Compliance Specialist- New Hire starting 9/13/21
- *Facilities*
 - Assistant Supervisor- Parking Operations-New Hire starting 10/11/21 (2)

Resignations/Retirements

- *Tyrone Taylor, Sr. Systems Administrator-OnBase- resignation effective 9/3/2021*
- *Thomas Prince, Assistant Supervisor, Parking Operations- resignation effective 9/18/2021*
- *Christine Santiago, Battalion Chief, retirement effective 9/30/21*
- *Brittany Hall, Biologist II Field Operations effective 10/1/21*
- *Jorge Herrera, Paramedic, retirement effective 9/30/21*



P.O. Box 10170
Lake Buena Vista, FL 32830-0170
(407) 828-2034

To: John Classe
From: Jerry Wooldridge
Subject: Monthly Report – August, 2021
Department: Building & Safety

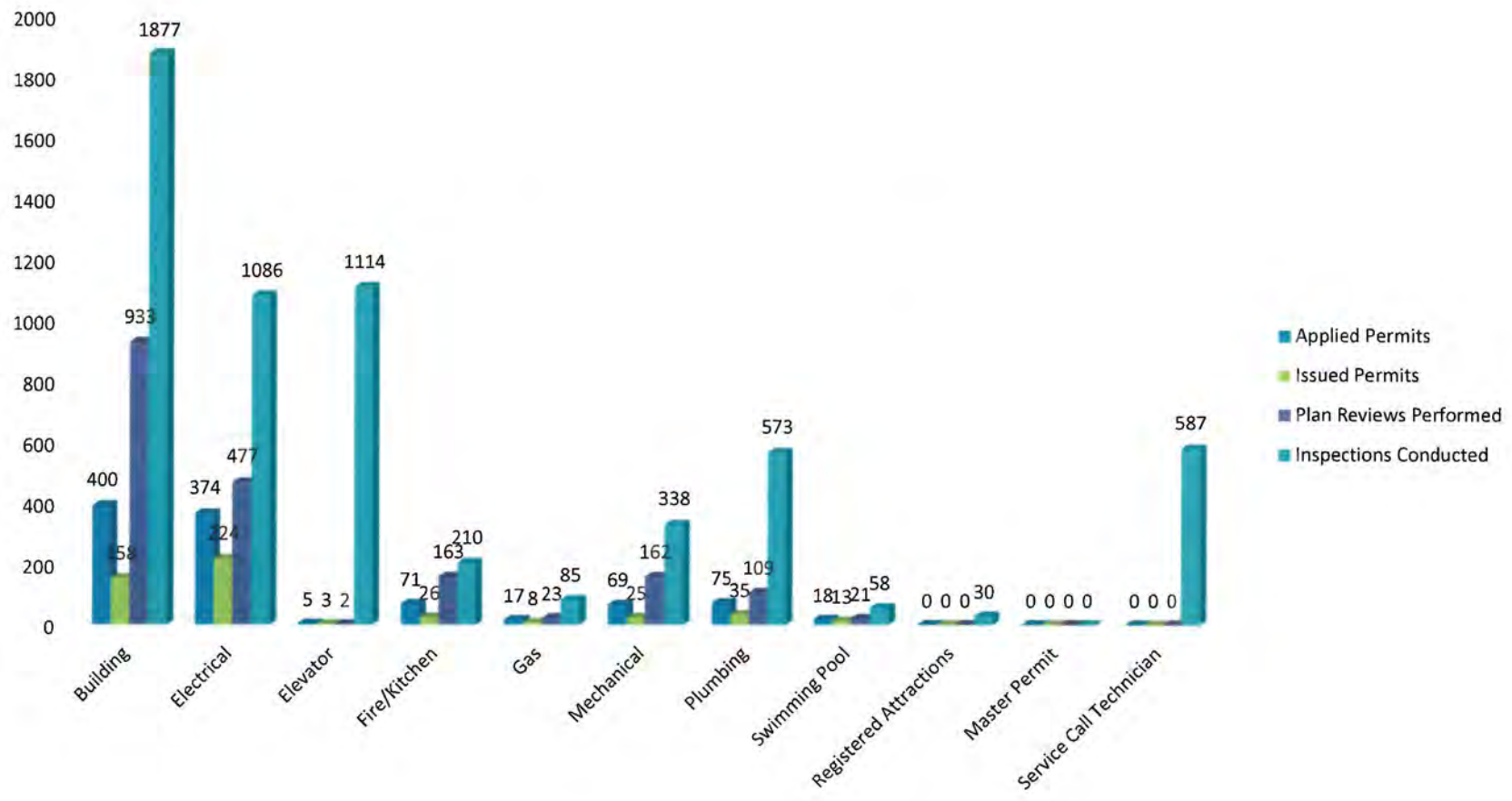
September 8, 2021

s

Regulatory Activities:

- Certificate of Occupancy Issued:
 - Saratoga Springs Guestroom Renovation - Bldg 14
 - Saratoga Springs Guestroom Renovation - Bldg 13
 - Project G - Kiosk 6
 - Disney Springs- Everglazed Tenant Build-Out
- Certificate of Construction Completion Issued:
 - Allstar Music Guestroom Renovation - Bldg 03
 - C2 Hotel - Escalator 1
 - C2 Hotel - Escalator 2
 - C2 Hotel-Elevator P1
 - Fairfield Inn Hotel- Flamingo Crossings
 - Germany Festival Kitchen Oven Installation
 - Main Street USA Train Station Renovation
 - Mickeys of Hollywood Casework Lighting Installation
 - Morocco Area Restroom Renovation
 - NS CEP Header Stabilization and Air Pipe Replacement
 - Parade Storage Bldg (North) Storage Rack Installation
 - Pecos Bill Cafe Walk-In Cooler Replacement
 - Polynesian Guestroom Renovation - Bldg 02
 - Polynesian Guestroom Renovation - Bldg 03
 - Polynesian Guestroom Renovation - Bldg 05
 - Polynesian Guestroom Renovation-Bldg 08
 - Project A
 - Project G 202-1
 - Project H
 - Project H- Passenger Elevator # 5
 - Project H- Service Elevator # 4
 - Project I - Show Lighting
 - Saratoga Springs Guestroom Renovation - Bldg 14
 - Studio Chiller Plant Lift Station Pump Installation
 - Swan and Dolphin Connectivity Pathways
 - TL Ketchakiddie Pump Replacement
 - Walgreens Drug Store New Construction
 - Wilderness Lodge Guest Room Renovation

Division	Applied Permits	Issued Permits	Plan Reviews Performed	Inspections Conducted
Building	400	158	933	1877
Electrical	374	224	477	1086
Elevator	5	3	2	1114
Fire/Kitchen	71	26	163	210
Gas	17	8	23	85
Mechanical	69	25	162	338
Plumbing	75	35	109	573
Swimming Pool	18	13	21	58
Registered Attractions	0	0	0	30
Master Permit	0	0	0	0
Service Call Technician	0	0	0	587
Total	1029	492	1890	5958



Celebrations:

- Work Anniversaries:
 - Alyssa Odom – 3 years, Building Inspector
 - Ella Hickey – 19 years, Data Systems Manager & Office Supervisor
 - Jerry Wooldridge – 23 years, Director Building & Safety Chief Building Official
 - Joey Rodriguez – 13 years, Chief Building Inspector

PLANNING & ENGINEERING

DEPARTMENT

AUGUST 2021

ACTIVITY REPORT

SUBMITTED BY

KATHRYN BOES KOLBO, P.E.

REGULATORY REVIEWS

- Reviewed 113 / Approved 92
- Awaiting Approval – 21

CONSISTENCY / CONCEPT PLAN / SITE PLAN REVIEW

7-Eleven Flamingo Crossings

- Plans received 11/17/20. RAI #1 issued 11/24/20, response received 12/15/20; RAI #2 issued 12/23/20, response received 1/6/21; RAI #3 issued 1/6/21, awaiting response. As of January 2021, the project is on hold.

EC 403 Basin 200T

- Plans received 7/9/21. RAI issued 7/28/21, response received 7/29/21; currently working with applicant to resolve issues involving plant selection as it relates to requirements of the RCID Land Development Regulations.

Epcot BOH Parking

- Consistency application received 10/24/19. Project initially placed on hold; planning review reopened 1/28/20. RAI #1 issued 2/25/20, awaiting response.

FAM WWOS ADA Improvement Project

- Initial submittal received 8/11/21. Awaiting additional information from applicant.

RCID Environmental Sciences Lab Phase 2 Project

- Awaiting full submittal.

CONCURRENCY REVIEW

- No projects to report at this time.

LANDSCAPE/IRRIGATION REVIEW

- Project 89 Area Development- (Project on hold).
- Celebration Island Village – Celebration Blvd Extension – Mass Grading (9180430-6) – Landscape/Irrigation Plans received 12/8/20. RAI issued 12/6/20, response received 1/18/21; pointed out WMCA had not been added to the plans and started review; revised plans received 1/30/21. RAI #2 issued 2/17/21, awaiting response. Sent follow-up issues on 5/4/21 and 7/1/21. Revised plans received 8/6/21, under review.

ERP / STORM WATER REVIEW

Delamarre Apartments Phase 2

- Project set up 7/15/21, initial submittal received 7/28/21. RAI #1 issued 8/23/21, awaiting response.

Homewood Suites

- Project set up 8/16/21, initial submittal received 8/16/21. RAI #1 issued 8/23/21, awaiting response.

Magnolia Golf Hole 14-17 Redevelopment

- Project set up 1/25/21. RAI #1 issued 2/1/21, response received 2/26/21; RAI #2 issued 3/11/21, response received 3/26/21; RAI #3 issued 4/8/21, response received 5/10/21.
- Submitted to SFWMD on 6/1/21; SFWMD issued RAI 6/17/21. RAI response submitted to SFWMD 7/6/21.
- SFWMD Permit issued 7/15/21.
- Site Civil Submitted 7/22/21; RAI sent 8/5/21, awaiting response.

RCID Environmental Science Lab Phase 2

- Project set up 4/23/21, initial submittal received 4/27/21. RAI #1 issued 5/11/21, response received 5/18/21; RAI #2 issued 6/14/21, response received 6/28/21; RAI #3 issued 7/21/21, awaiting response.

The Colburn at Island Village

- Project set up 11/30/20, initial submittal received 4/7/21. RAI #1 issued 4/26/21, response received 5/25/21; RAI #2 issued 6/9/21, response received 6/29/21.
- Submitted to SFWMD on 7/12/21. SFWMD issued RAI 7/28/21, RAI response submitted to SFWMD 7/29/21.
- SFWMD Permit Issued 8/6/21.

SITE CIVIL REVIEW

403 Basin EC Area Development 200T

- Project set up 7/8/21, initial submittal received 7/9/21. RAI #1 issued 7/21/21.

AK Discovery River Stilling Well Corrections

- Project set up 5/28/21, initial submittal received 6/25/21. RAI #1 issued 7/9/21, response received 7/21/21 and 7/31/21, awaiting SWPPP/TCP approval to issue.

Casting Building Drainage

- Initial submittal received 5/24/21. RAI #1 issued 6/3/21, response received 6/25/21; RAI #2 issued 7/2/21.

Celebration Montessori Classroom Addition

- Project set up 6/9/21, awaiting initial submittal.

DHS Woody's Lunch Box Shade Structure

- Initial submittal received 5/18/21. RAI #1 issued 5/24/21, response received 6/7/21; RAI #2 issued 6/15/21, response received 7/22/21; RAI #3 issued 7/30/21, response received 8/31/21.

EC Harmonious Projector - American Gardens Theater - BD21-0489

- Project set up 8/16/21, initial submittal received 8/16/21. RAI #1 issued 8/30/21, response received 8/31/21

EC Harmonious Projector - Port of Entry - BD21-0488

- Project set up 8/16/21, initial submittal received 8/16/21. RAI #1 issued 8/30/21, response received 8/31/21

SITE CIVIL REVIEW (CONTINUED)

Epcot BOH – Parking Phase 1

- Initial submittal received 4/9/21. RAI #1 issued 5/4/21, response received 5/14/21; RAI #2 issued 5/25/21, response received 6/25/21; RAI #3 issued 7/9/21, response received 7/25/21.
- Awaiting SWPPP approval.

Ferryboat Landings 2nd Level Access Ramp

- Initial submittal received 6/17/21. RAI #1 issued 6/25/21.
- Site Civil Approval issued 8/11/21.

Flamingo Crossings Dominos'

- Project set up 1/8/21, initial submittal received 2/17/21. RAI #1 issued 3/10/21, response received 3/12/21; RAI #2 issued 3/29/21, response received 3/30/21. SWPPP approved.
- Site Civil Approval issued 5/19/21.

Flamingo Crossings Pedestrian Bridges

- Project set up 6/28/20, initial submittal received 7/21/20. RAI #1 issued 9/3/20, response received 9/21/20; RAI #2 issued 10/9/20.
- Revised plans submitted 5/28/21. RAI #1 issued 6/21/21, response received 7/12/21.
- Awaiting SWPPP approval. SWPPP RAI #1 issued 7/21/21 and RAI #2 issued 7/28/21.
- Site Civil Approval issued 8/4/21.

France Morocco Promenade Concrete Replacement

- Project setup 7/6/21, initial submittal received 7/13/21. RAI #1 issued 7/19/21, response received 8/4/21; RAI #2 issued 8/11/21, response received 8/13/21.
- Site Civil Approval issued 8/25/21.

Global BOH Upgrades (DAK1 and MK1)

- Project setup 1/13/21, initial submittal received 1/18/21. RAI #1 issued 1/22/21.

Stolport 2020 Improvements

- Project setup 3/17/20, awaiting initial submittal.

Typhoon Lagoon North Storm Drain Replacement Ph. 3

- Initial submittal 6/28/21. RAI #1 issued 7/9/21, response received 7/29/21.
- Awaiting SWPPP approval 8/6/21.
- EOR sent email on 8/31/21 stating project will be placed “on hold”

WDW Hollywood Studios Fantasmic Egress & Piping

- Initial submittal 6/24/21. RAI issued 6/28/21, response received 7/19/21.
- Site Civil Approval issued 8/2/21.

Wendy's Flamingo Crossings

- Project set up 11/2/20, initial submittal received 11/11/20. RAI #1 issued 11/20/20, response received 12/16/20.
- SWPPP approved.
- Site Civil Approval issued 8/24/21.

DEWATERING REVIEWS / INSTALLATION APPROVALS

- Two (2) dewatering application reviewed & approved
- Two (2) dewatering setup were inspected & approved for use

RIGHT OF WAY PERMITS ISSUED

Permit #1770 Yacht and Beach Club CCTV IP Upgrades

- Received 4/5/21, issued 8/4/2021

Permit #1771 Disney's Boardwalk Inn Resort and Villas CCTV IP Upgrades

- Received 7/17/21, issued 7/28/2021

Permit #1772 Osceola Parkway Gateway 50th Décor Install MOT

- Received 8/6/21, issued 8/20/2021

Permit #1773 Western Way Gateway 50th Décor Install MOT

- Received 8/6/21, issued 8/20/2021

Permit #1774 World Drive Gateway 50th Décor Install MOT

- Received 8/6/21, issued 8/20/2021

Permit #1775 EPCOT Center Dr. Gateway 50th Décor Install MOT

- Received 8/6/21, issued 8/20/2021

Permit #1776 Hotel Plaza Gateway 50th Décor Install MOT

- Received 8/6/21, issued 8/20/2021

Permit #1777 Flamingo Crossings Pedestrian Bridges Hauling

- Received 8/24/21, issued 8/25/2021

Permit #1778 Epcot Resorts Blvd Bridge Crane Assembly and Removal

- Received 8/23/21, issued 8/26/2021

TRIBUTARY BASIN REVIEW

Avalon Road Apartments

- Project set up on 2/26/21. Comments sent on 3/5/21.
- Response to comments uploaded 4/14/21.
- Agreement split into two separate agreements one for Parcels 10 & 11 and the other agreement for Avalon Road Apartments.
- Working on draft drainage agreement

Boardwalk at O-Town

- RCID contact letter sent 1/31/20.
- Project set up on 3/3/20. Comments sent on 3/5/20.
- Draft agreement sent to Engineer on 4/29/20.
- Revised agreement on 8/13/21 as requested by Grantee.
- Grantee signed agreement and delivered drainage fee on 8/13/21.
- Agreement executed on 8/16/21 and recorded as Doc #20210500570

Buena Vista Commons PD – Building 4

- Project set up 7/25/21.
- Comments sent on 8/16/21 and information uploaded on 8/20/21.
- Draft agreement sent to Engineer on 8/27/21.

Celebration Professional Plaza

- Project set up on 2/26/20, initial submittal received 4/16/20. Permit checklist issued 4/23/20.
- Working on amendment to existing drainage agreement. Amendment sent to Grantee on 7/15/20.

Celebration Village / Greenpoint Condos

- Project setup 3/15/21
- Meeting with engineer on 3/31/21, engineer informed about outstanding balance for repair of RCID canal berm.
- Received check on 8/12/21 for \$41,585 for repair work on RCID canal berm.

Chick-Fil-A #4907

- Project set up 6/10/21.
- It was determined that runoff from this site discharges in the FDOT drainage system along SR 535 and does not drain to RCID, no drainage agreement required.

CR 545 Intersection @ Lake Star Road

- Project set up 9/10/20, initial submittal received 9/11/20. Comments sent on 11/5/20.
- Project has been combined with Lake Star Road.
- Draft Agreement sent to County on 4/29/21.

FDOT – I-4 Beyond the Ultimate Segment IA

- Project set up 5/28/20. Information submitted on 5/8/20.
- Working on draft agreement.
- Requested additional information on 10/20/20.
- Draft Agreement sent to FDOT on 4/22/21.
- Received comments from FDOT on 5/18/21.
- Sent revised draft agreement back to FDOT on 8/12/21.

TRIBUTARY BASIN REVIEW (CONTINUED)

FDOT I-4/SR 429 Auxiliary Lanes

- Project set up 12/22/20, initial submittal received 1/4/21, updated information submitted on 1/13/21.

Hartzog Road Re-Alignment

- Project set up 9/19/19.
- Construction Plans submitted on 3/19/20. Comments sent to engineer on 3/30/20.
- Resubmittal received 5/23/20. Draft agreement under review.

Home2 Suites

- Project setup 11/9/20, initial submittal received 11/12/20, comment sent 11/17/20. Additional information received 1/12/21.
- Draft agreement sent to engineer on 4/14/21.

Horizon West Village F – N32, N36, N37 & N38 (Watermark)

- Project set up 12/1/18.
- Updated drainage report received 4/20/20.
- Comments sent to Meritage Homes on 5/13/20. Received additional information on 9/29/20.
- Requested additional information on 10/29/20. Additional information received 11/3/20.
- Draft agreement sent to grantee on 1/21/21.
- Received signed Agreement and check on 4/27/21. Agreement executed on 4/28/21 and forwarded to Grantee on 4/29/21 for recording. Recorded at Orange County as Doc #20210293393

JAMA – PD

- Initial submittal received 1/11/18. RAI #1 issued 1/12/18.
- Waiting for response from engineer on draft agreement, issued March 2019.
- Referred to RCID Legal Counsel on 3/3/20.
- Forwarded revised agreement to Mr. Ahmed on 3/12/20 with suggested payment plan.

KRPC Hartzog Road

- Project setup 4/28/21, awaiting initial submittal.
- Initial submittal 6/16/21, comments sent on 8/16/21, awaiting response.

Lake Star Road

- Project set up 11/9/20, initial submittal received 11/9/20.
- Draft agreement under review.
- Project combined with DR 545 at Lake Star Road into one agreement (see above for status)

Lake Wilson Reserve

- Project set up 11/18/20, initial submittal received 11/23/20. Comments sent on 12/01/20.
- Additional information submitted 12/23/20.
- Agreement reviewed by legal, requested proof that grantee is authorized to sign agreement.

Orlando World Marriott – Aquatic Center

- RCID contact letter sent 11/27/19.
- Project set up 12/18/19, comments sent 1/23/20.
- Referred to RCID Legal Counsel on 3/12/20.

TRIBUTARY BASIN REVIEW (CONTINUED)

Overlook Phases I & II

- Project set up 6/18/21.
- Per phone call on 7/14/21 from Harris Engineers the project is being redesigned to comply with SFWMD comments.

Rolling Oaks

- Project set up 10/17/18. Letter sent 12/10/18 requesting additional information.
- RCID Legal Counsel sent letter 12/10/19.
- Phone call with Wooden Bridge on 1/16/20. Waiting for maps from Wooden Bridge.
- Received plans and legal descriptions on 3/19/20. Draft Agreement sent to Grantee on 4/28/21.

Royal Palm

- Project set up 8/12/20.
- Insurance certificate requested on 9/1/20, additional comments sent on 9/12/20.
- Assignment document awaiting review.
- Document returned on 2/3/22, waiting for updated insurance certificate.
- Document executed on 4/19/21, returned to Grantee for recording

Spring Grove Phase 3 – Parcel 28

- RCID Legal Counsel sent letter 2/1/20.

Spring Hill Phases 4 & 5

- Project set up 11/19/20, initial submittal received 12/22/20.
- Sent email to engineer on 4/30/21 questioning assumption that project is in closed basin.

Sternon Fortune Star Condos

- Project set up 4/17/20, initial submittal received 6/8/20, comments sent 6/30/20.
- Draft agreement under review 7/7/20. Draft agreement sent to Grantee on 8/6/20.
- Per email from engineer on 10/8/20 the project is on hold.

Storey Grove

- Project set up 3/25/19.
- Sent Draft Agreement on 4/16/19.
- Referred to RCID counsel on 2/20/20.
- Revised draft received from client's counsel on 4/20/20.

Village F Parcel S-21

- Project set up 8/31/21.

Village H Parcel 12A/12B

- Project set up 12/9/20, initial submittal received 12/11/20 (report only) plans submitted 12/22/20, comments sent on 12/23/20.
- Additional information received 1/27/21.
- Draft Agreement sent to engineer on 4/16/21.
- Agreement split into two agreements as requested by owner of Parcel 12A.
- Draft agreement to owner of 12A on 8/29/21. Received drainage fee and signed agreement of 8/31/21, sent to District Administrator on 9/1/21 for execution.

TRIBUTARY BASIN REVIEW (CONTINUED)

Village NW-1 and NW-2 (Orange Lake Country Club)

- Project set up 7/2/19. Draft Drainage Agreement sent 7/26/19.
- Village NW-1 agreement to be revised to include only are owned by Pulte Homes, waiting for parcel description.
- Additional information for NW1 received 5/14/20.
- Agreements for Village NW-2 are under review.
- Village NW-1 Pulte Homes is buying the Village NW-2 split into 2 agreements, one for the residential area, and another for commercial area.
- Draft Agreement for Village NW-2 sent to Grantee on 8/14/20.
- Draft Agreement for Village NW-1 under review.
Signed Agreement and Fee received 11/23/20. Agreement executed on 11/24/20.

Waterleigh PD Parcels 10 & 11

- Project setup 4/6/21, initial submittal received 4/7/21.
- Requested updated Drainage Report on 4/23/21.
- Agreement split into two separate agreements one for Parcels 10 & 11 and the other agreement for Avalon Road Apartments.
- Sent Grantee draft agreement on 8/25/21.

Waterstar

- Initial submittal received 12/19/19.
- Draft agreement forwarded for review on 2/25/20.
- Draft Agreement sent to Grantee on 3/13/20. Received questions from Grantee on 4/17/20.
- Revised draft agreement under review. Revised draft agreement sent back to Grantee on 9/18/20.
- Sent updated agreement to Grantee on 4/27/21.
- Received check for drainage fee on 5/2/21 without agreement, received signed agreement on 5/22/21.
- Sent to District Administrator for signature on 6/18/21, executed agreement sent to Grantee on 6/21/21.

Wither North PD

- RCID contact letter sent 10/15/19; RCID Legal Counsel sent letter 2/13/20.
- Project setup 9/10/20, initial submittal received 9/11/20. Comments sent on 9/21/20.
- RAI #2 sent to engineer on 3/25/21, response to RAI uploaded on 6/28/21.
- Requested updated legal description on 6/30/21.
- Sent draft agreement to the engineer on 8/24/21.

Wither South PD

- Project set up 1/26/21, awaiting initial submittal.

World Center Hotel

- Project set up 3/16/20, initial submittal received 4/13/20. Comments sent 4/21/20, revised drainage report received on 12/12/20.
- Draft Agreement sent to Grantee on 4/28/21.
- Grantee delivered the sign agreement and check for the fee on 6/21/21.
- Check delivered to Finance on 6/21/21 and agreement dropped off to District Administrator on 6/21/21.
- Agreement executed on 6/22/21.

CONSTRUCTION COMPLIANCE INSPECTIONS

The department conducted inspections for compliance on the following construction sites within and bordering Reedy Creek Improvement District (RCID). Inspections on the following sites yielded no issues of concern or identified only minor maintenance items, which were corrected before the next inspection date.

- AK Lodge Grease Trap
- C-2 Hotel
- Celebration C8 Parcel
- Celebration Creation Kids
- Celebration Health
- Celebration Island Village Project
- DHS Galaxy Edge BOH
- DS Greenleaf (On Hold)
- Drury Hotel (On Hold)
- Epcot
 - NW Laydown
 - Canal Modification Project
 - Project G Pkg 1, Pkg 2, Pkg 3
 - Future World East (on Hold)
- Epcot Resort Bridge
- Ferryboat 2nd Landing MK and TTC
- Ferryboat Landing Laydown
- Flamingo Crossings College Housing East
- Flamingo Crossings College Housing West
- Flamingo Crossings Dominos
- Flamingo Crossings Five Guys
- Flamingo Crossings Hotel
- Flamingo Crossings Town Center Ph1
- Food and Beverage Warehouse (On Hold)
- Hartzog Rd
- MK 2
- MK Annex Directional Drill
- MK Park 2 Roadside Improvements
- Osceola/World Interchange Extension
- Project 89 Utility Work
- Project 89 Stockpile
- Project H
- Project Tacos (On Hold)
- PVR
- PVR Cast Entrance
- Swan Pool Rehab
- Typhoon Lagoon Admin
- Walgreens
- World Drive North Phase 2
- World Drive North Storm pond

INFRASTRUCTURE ASSET MANAGEMENT

LEVEES & WATER CONTROL STRUCTURES

- Monthly inspections of the Levees are ongoing.
- RCID owned storm water facilities/ponds undergo major maintenance on a 5 year revolving basis. The list of non-routine maintenance activities for 2021 was compiled by RCID compliance team in February; the work began in April and will be complete September 30, 2021.
- Annual inspections of the major water control structures (WCS) were completed in February. Based on these most recent evaluation, items identified as routine maintenance have been initiated and will be completed this fiscal year. Items identified in the inspection as requiring major or non-routine maintenance were prioritized, incorporated in the annual budgeting process and are scheduled for completion in the coming year(s).

ROADWAY & BRIDGE

- Monthly inspections of the Roadways are ongoing; bridge inspections occur bi-annually.
- P&E has previously assessed the condition of existing guardrail throughout the District Roadways; repair and replacement work is on-going.
- Construction of Bridge 756064 continues. The resurfacing for the portion of Epcot Resorts Blvd (West) between BVD and the Dolphin Resort Main Entrance began July 2021 and has been completed. The resurfacing for the remaining portion of Epcot Resorts Blvd (West) will occur subsequent to bridge completion. Exhibit 1 depicts the location of bridge and remaining pavement work, both of which are scheduled for completion the end of this calendar year.

ANNUAL QUALITY BASED PAVEMENT MANAGEMENT PROGRAM

- The final design plans for the pavement rehabilitation for Hartzog Road between the RCID property line and Western Way are complete. This resurfacing will done in FY 22.
- Plans for the pavement rehabilitation of Buena Vista Drive (BVD) between Western Way and World Drive Interchange were completed early this year. Due to funding constraints, this project was divided into two phases with the north phase (resurfacing of BVD from Bridges 756026 & 027 north to World Drive) completed last month. Construction of the south phase, Western Way to Bridges 756026 & 756027, will be constructed in fiscal year 2022.

TRAFFIC OPERATIONS

- Completed six traffic signal and ITS maintenance inspections
- Responded to seven after hour service requests
- Coordinated the emergency repair and restoration of the traffic signal at the intersection of Western Way @ Hartzog Rd after it was struck by a dump truck
- Managed the upgrade of traffic signal heads and back-plates at Epcot Resorts Blvd @ Yacht/Beach Club
- Managed the upgrade of the signal on Buena Vista Dr @ Fire Station #4; signal required electrical upgrades and was integrated into the to the RCID traffic network

DESIGN MANAGEMENT

BUENA VISTA DRIVE NORTH MEDIAN CLOSURES

- Final design plans for this project were delivered to the RCID construction team on 10/09/2020; project construction began March 2021 and was completed in August.

SOUTH HARTZOG ROAD TRANSITION SECTION

- Design plans were finalized in 2011 but due to delays at Orange County, construction was delayed until 2021. Construction on this portion of roadway began in July and is scheduled for completion late this calendar year.
- Holiday Inn Vacation Club (HIVC) requested the ability to expedite the construction of this roadway section. RCID negotiated, and following approval by the RCID Board, signed a Reimbursement Agreement to allow HIVC to implement this construction and obtain reimbursement from RCID.
- HICV began construction in July, with an anticipated completion date later this calendar year.

WORLD DRIVE NORTH PHASE 3

- The Final Design Contract was awarded to TLP Inc. at the April BOS meeting; the limited NTP was issued 4/23/2020.
- Final Design is currently proceeding under the following schedule
 - 90% Roadway, Structure & Utility Plans issued 6/11/2021.
 - Plans & Specifications for bidding due 9/15/2021.

The following three projects are being designed by the RCID Planning & Engineering Division and will be constructed by the RCID Construction team. The projects are in support of RCES operations and are being fully funded by RCES.

REPLACEMENT OF S-46 DECK STRUCTURE (FUNDED BY RCES)

- Annual WCS inspections revealed that the deck structure was failing due to excessively heavy utility traffic.
- Design for the replacement of this deck began in January 2020 and was completed March of that year.
- Construction has been delayed to allow for the installation of the Canal Bridge and 48" Re-Use line; details of those projects are outlined below.

BRIDGE CROSSING AT PERIMETER CANAL (FUNDED BY RCES)

- RCES has requested access across the perimeter canal. To achieve this end, RCES funded the acquisition of an ACROW bridge (Bailey Bridge) on 1/20/2020. This bridge structure shall be used to provide RCES roadway access across the Perimeter Canal.
- Final Plans for the construction installation of this perimeter canal bridge were completed and delivered to the RCID Construction team in June 2021.
- Construction of this installation has been delayed to allow it to occur concurrently with the replacement of the 48" reuse line which is detailed below.

REPLACEMENT OF 48" RE-USE LINE ACROSS PERIMETER CANAL (FUNDED BY RCES)

- Design for the removal and replacement of an existing RCES owned 48" Re-Use Line began in November of 2020. Due to the age of the existing line and RCES' lack of previous design and construction documentation, extensive field investigation was required delaying design.
- Final plans were completed in May 2021 and delivered to the RCID Construction team in June.
- Construction within or across a canal is best accomplished during the dry season so this work along with the Bridge crossing identified above is scheduled to be bid in September with construction to begin in mid-November 2021.

EXHIBIT A

Biography - Joyce M. Bowers

Joyce began her legal career practicing law in New York with a concentration on real estate development and leasing. She joined the Disney legal team in 2000 where she worked on a wide range of real estate and construction matters and was responsible for the development and transformation of Disney Springs, the development of Golden Oak, and the Epcot participant agreements.

In 2013, she was promoted to Assistant Chief Counsel (Vice President). Prior to retiring, she led the Walt Disney World Real Estate legal team and the Environmental Affairs team, and the legal work for both Disney Vacation Club and the Walt Disney World Operating Participants teams. She enjoys traveling, volunteering and spending time with her family and soon to be husband Gene.

EXHIBIT B

Fort Wilderness Live Front Replacement

RCID Authorized Funding					
Project	Initial Project Budget	Revised Project Budget	Previous Requests	This Request	Total Requests
Fort Wilderness Live Front Replacement					
Construction <i>Maddox Electric Company, Inc. (November 2020)</i>	\$925,000	\$925,000	\$920,743		\$920,743
Owner Furnished Material <i>(November 2020)</i>	\$725,000	\$725,000	\$725,000		\$725,000
RCES Soft Costs <i>(November 2020)</i> <i>(September 2021)</i>	\$185,000	\$215,000	\$185,000	\$30,000	\$215,000
Contingency <i>(November 2020)</i>	\$92,500	\$92,500	\$92,074		\$92,074
Total	\$1,927,500	\$1,957,500	\$1,922,817	\$30,000	\$1,952,817



EXHIBIT C

**EASEMENTS EXECUTED AND DELIVERED BY THE DISTRICT ADMINISTRATOR OR
DEPUTY DISTRICT ADMINISTRATOR
AS AUTHORIZED BY RESOLUTION NUMBER 565**

LOG #38 – January through June 2021

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
1/8/21	RCID and Flamingo Crossings, LLC	Non-Exclusive Temporary Easement Agreement	<p>TCE Flamingo Crossings Town Center</p> <p>For the purpose of: (i) constructing wet utility connections, driveway modifications, a multi-use trail, and landscaping (the “Work”); and, in accordance with the right-of-way utilization permit application; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.</p>
1/22/21	RCID and BellSouth Telecommunications LLC	Non-Exclusive Utility Easement Agreement	<p>TCE (No Permanent) AT&T Removal at S. Hartzog Road</p> <p>For the purpose of: (i) removal of communication lines and appurtenant facilities (the “Facilities”) ; and, in accordance with the right-of-way utilization permit application; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.</p>

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
02/12/21	RCID and People Gas System	Non-Exclusive Temporary Easement Agreement	TCE – TECO Gas at I-4 & Celebration Island Village For the purpose of: (i) construction and installation of underground utility gas lines, (the “Facilities”); and, in accordance with the corridor utilization permit application; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.
2/12/21	RCID and Holiday Inn Club Vacation	Non-Exclusive Temporary Easement Agreement	For the purpose of potable water, sanitary force main, and reclaimed water main connections on S. Hartzog Road.
3/4/21	RCID and WDPR	Non-Exclusive Temporary Easement Agreement	For the purpose of maintenance and re-grading near the Casting Building.
3/12/21	RCID and Swan Hotel Association	Non-Exclusive Temporary Easement Agreement	For the purpose of constructing a new emergency access driveway, modifying the existing sidewalk and re-grading along EPCOTS Resort Blvd.
4/1/21	RCID and BellSouth Telecommunications	Non-Exclusive Temporary Agreement	For the purpose of constructing and installing underground communication lines on S. Hartzog Rd.
4/22/21	RCID and People Gas System	Non-Exclusive Temporary Easement Agreement	TECO Gas Along N. Hartzog Road Flagler Ave. to Avalon Rd. For the purpose of: (i) construction and installation of underground utility gas lines, (the “Facilities”); and, in accordance with the corridor utilization permit application; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
6/21/21	RCID and Smart City	Non-Exclusive Temporary Easement Agreement	For the purpose of constructing and installing underground communication lines under and along Western Way at Flagler Avenue.

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT ("Temporary Easement Agreement") is made as of the Effective Date (as hereinafter defined) 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 **FLAMINGO CROSSINGS, LLC**, a Florida limited liability company, whose mailing address is 1375 East Buena Vista Drive, Lake Buena Vista, Florida 32830 ("Grantee").

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the purpose of: (i) constructing wet utility connections, driveway modifications, a multi-use trail, and landscaping (the "Work"); and, in accordance with the right of way utilization permit application, a copy of which is attached hereto as Exhibit "B"; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "permitted use"); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement on, over, under and across the portions of the Easement Area where the Work is located, subject to the terms and conditions set forth below.

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

1. **Recitations.** Each party represents to the other party hereto that the above recitations, as they relate to it, are true and correct.
2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this "Easement") on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify 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. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on **March 31, 2022** (the "**Termination Date**"). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across the Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

4. **Grantor's Reservation of Rights.** Subject to the rights created herein, 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 whatsoever not inconsistent with the rights herein granted, 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 and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others 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 and adversely interfere with the purpose for which this Easement is granted;

b) to enter upon the Easement Area from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property. Grantor shall cooperate with Grantee in minimizing any unreasonable interference with Grantee's use of the Easement Area;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, 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. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Work to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder 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 Temporary Easement Agreement 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 such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Work is to be relocated. Grantee (at Grantee'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 Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Work. If any or all of the Easement Area or the Work is to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Work, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

5. **Covenants of Grantee.** Grantee, for itself, its grantees, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the 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 and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

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

d) not interfere with any 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 and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, 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 (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 the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the Work, at its sole cost and expense, 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 used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Work;

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, 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, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, 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 cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. Condition of Easement Area; Indemnity.

a) Grantee acknowledges that it (i) has physically inspected 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. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall hereby release, indemnify, defend, and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, agents, officers, directors, supervisors, servants, contractors, representatives, and employees (collectively, the "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its employees, contractors, agents, grantees and invitees and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee's acts or omissions, or out of the acts or omissions of Grantee's employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Temporary Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and 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 Five Million Dollars (\$5,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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 non-contributory 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 shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

9. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary 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 Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder 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 Temporary Easement Agreement or the Easement Area, other than as may be set forth herein. This Temporary Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Temporary Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Temporary Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

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) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) 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
Facsimile: (407) 934-6200

With a copy to:

Reedy Creek Improvement District

1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee:

Flamingo Crossings, LLC
Team Disney, 4th Floor North
1375 Buena Vista Drive
Lake Buena Vista, Florida 32830
Attn: Vice President, Real Estate

With a copy to:

Walt Disney Parks & Resorts U.S., Inc.
Post Office Box 10000
Lake Buena Vista, Florida 32830
Attn: Legal Counsel

12. **Counterparts.** This Temporary 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 Temporary Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

14. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall 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 Agreement.

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

16. **Construction of Agreement.** This Temporary Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Temporary Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Temporary Easement Agreement or considered in construing this Temporary 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 shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies 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, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably 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 herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

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

WITNESSES TO GRANTOR:

Sam A. Duhs (Signature)
SAMUEL A. DUHS (Print Name)
Tara Urdininea (Signature)
Tara Urdininea (Print Name)

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation

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

Dated: 1/8/21

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of January, 2021, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]



Wanda R. Siskron
Notary Public

Name typed, printed or stamped
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

FLAMINGO CROSSINGS, LLC,
a Florida limited liability company

_____ (Signature)

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

_____ (Print Name)

_____ (Signature)

By: _____ (Signature)

Name: _____

_____ (Print Name)

Title: _____

As to Grantee

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Permanent Easement Agreement was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021 by _____ as Manager of Walt Disney Imagineering Research & Development, Inc., a Delaware corporation, the Manager of **FLAMINGO CROSSINGS LLC**, a Florida liability company, on behalf of the company. He is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Temporary Easement Areas



EXHIBIT "B"

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.

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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

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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:

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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:

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: _____

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“Temporary Easement Agreement”) is made as of the Effective Date (as hereinafter defined) 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 **BELLSOUTH TELECOMMUNICATIONS LLC**, a Georgia limited liability company, d/b/a AT&T Southeast, whose mailing address is 450 North Goldenrod Avenue, Orlando, Florida 32809 (“Grantee”).

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Easement Area”), for the purpose of: (i) removal of communication lines and appurtenant facilities (the “Facilities”); and, in accordance with the right of way utilization permit application, a copy of which is attached hereto as Exhibit “B”; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the “permitted use”); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement on, over, under and across the portions of the Easement Area where the Facilities are located, subject to the terms and conditions set forth below.

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

1. **Recitations.** Each party represents to the other party hereto that the above recitations, as they relate to it, are true and correct.

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this “Easement”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify 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. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on March 15, 2021 (the “Termination Date”). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee’s access to the Easement Area and/or for ingress and egress across the Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent

whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

4. Grantor's Reservation of Rights. Subject to the rights created herein, 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 whatsoever not inconsistent with the rights herein granted, 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 and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others 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 and adversely interfere with the purpose for which this Easement is granted;

b) to enter upon the Easement Area from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property. Grantor shall cooperate with Grantee in minimizing any unreasonable interference with Grantee's use of the Easement Area;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, 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. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) 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 sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder 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 Temporary Easement Agreement 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 such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Facilities are to be relocated. Grantee (at Grantee'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 Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Facilities. If any or all of the Easement Area or the Facilities are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Facilities, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

5. Covenants of Grantee. Grantee, for itself, its grantees, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the 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 and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

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

d) not interfere with any 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 and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, 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 (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 the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the Facilities, at its sole cost and expense, 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 used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Facilities;

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, 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, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, 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 cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. Condition of Easement Area; Indemnity.

a) Grantee acknowledges that it (i) has physically inspected 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. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall hereby release, indemnify, defend, and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, agents, officers, directors, supervisors, servants, contractors, representatives, and employees (collectively, the "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its employees, contractors, agents, grantees and invitees and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee's acts or omissions, or out of the acts or omissions of Grantee's employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Temporary Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and 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 Five Million Dollars (\$5,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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 non contributory 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 shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

9. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary 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 Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder 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 Temporary Easement Agreement or the Easement Area, other than as may be set forth herein. This Temporary Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Temporary Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Temporary Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

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) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) 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
Facsimile: (407) 934-6200

With a copy to:

Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee:

BellSouth Telecommunications LLC, D/B/A AT&T Southeast
450 N. Goldenrod Avenue
Orlando, Florida 32809
Attn: Southeast Ave Manager OSP Planning & Engineering

12. **Counterparts.** This Temporary 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 Temporary Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

14. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall 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 Agreement.

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

16. **Construction of Agreement.** This Temporary Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Temporary Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Temporary Easement Agreement or considered in construing this Temporary 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 shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies 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, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably 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 herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

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

WITNESSES TO GRANTOR:

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation

_____ (Signature)

By: _____ (Signature)

_____ (Print Name)

John H. Classe, Jr., District Administrator

Tudine (Signature)

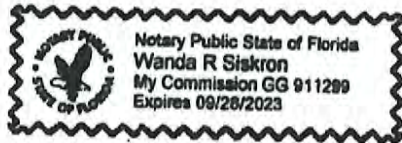
Dated: 1/22/21

Tara Udininea (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of January, 2021, by **John H. Classe, Jr.**, as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]



Wanda R Siskron

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

BELLSOUTH TELECOMMUNICATIONS LLC,
a Georgia limited liability company

_____ (Signature)

_____ (Print Name)

_____ (Signature)

_____ (Print Name)

By: _____ (Signature)

_____ (Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ of BELLSOUTH TELECOMMUNICATIONS LLC,, a Georgia Limited Liability Company Inc., on behalf of the company. He/She is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Temporary Easement Area

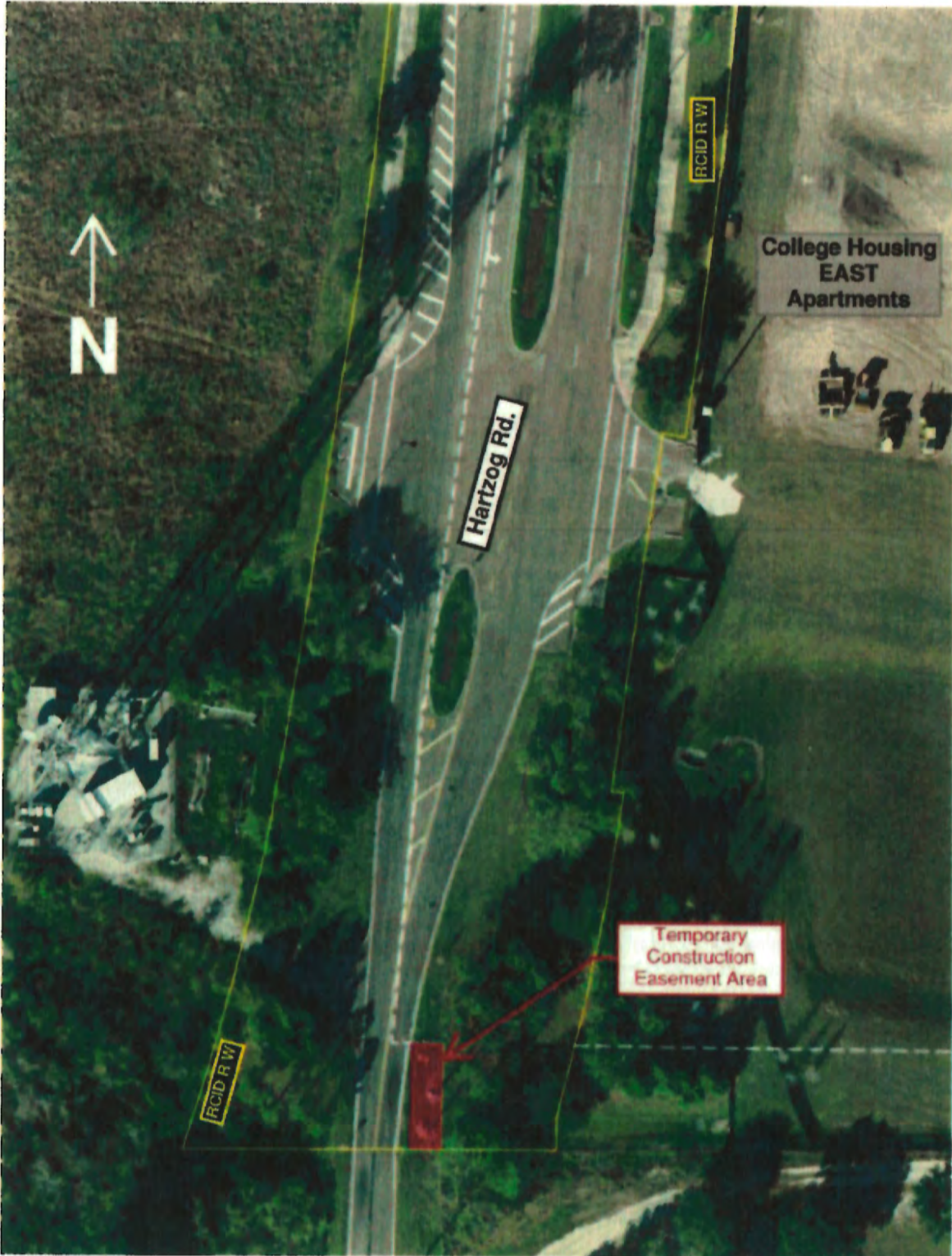


EXHIBIT "B"

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.

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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

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- 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:

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TCE (No Permanent) AT&T Removal at S. Hartzog Road_sd

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 _____

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**PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

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TCE (No Permanent) AT&T Removal at S. Hartzog Road_sd

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT ("Temporary Easement Agreement") is made as of the Effective Date (as hereinafter defined) 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 **HOLIDAY INN CLUB VACATIONS INCORPORATED F/K/A Orange Lake Country Club, Inc.**, a Delaware corporation ("HICV"), whose mailing address is 9271 South John Young Parkway, Orlando, Florida 32819 ("Grantee").

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the purpose of: (i) constructing and installing a potable water main, a sanitary force main, and a reclaimed water main (the "Wet Utilities"); and, in accordance with the corridor utilization permit application, a copy of which is attached hereto as Exhibit "B"; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "permitted use"); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement and, upon termination of this Temporary Easement Agreement, to grant a permanent easement on, over, under and across the portions of the Easement Area where the Wet Utilities are located, subject to the terms and conditions set forth below.

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

1. **Recitations.** Each party represents to the other party hereto that the above recitations, as they relate to it, are true and correct.

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this "Easement") on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify 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. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the "Termination Date") which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Wet Utilities in accordance with Section 3 hereof, or (ii) **May 30, 2021**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across the Property is subject

at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Permanent Easement.** Promptly upon completion by Grantee of the Wet Utilities, Grantor agrees to convey, by separate easement agreement, a perpetual, non-exclusive, easement agreement in the form attached hereto and incorporated herein as Exhibit "C" (the "**Permanent Easement**"); provided, however, that Grantee shall provide to Grantor, at Grantee's sole cost and expense, an as-built survey (the "**Survey**") detailing the centerline alignment of the Wet Utilities which Survey shall be signed and sealed by a surveyor licensed by the State of Florida, shall comply with the minimum detail survey requirements established under Florida law, and shall verify that the Wet Utilities placed by way of this Temporary Easement Agreement lie within the Easement Area (if applicable). The legal description for the Permanent Easement shall be based upon the easement areas shown in approved construction plans and shall not include the curb or roadway. The Permanent Easement shall be recorded in the public records of Orange County, Florida.

4. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

5. **Grantor's Reservation of Rights.** Subject to the rights created herein, 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 whatsoever not inconsistent with the rights herein granted, 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 and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others 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 and adversely interfere with the purpose for which this Easement is granted;

b) to enter upon the Easement Area from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property. Grantor shall cooperate with Grantee in minimizing any unreasonable interference with Grantee's use of the Easement Area;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, 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. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Wet Utilities to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder 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 Temporary Easement Agreement 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 such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Wet Utilities are to be relocated. Grantee (at Grantee'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 Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Wet Utilities. If any or all of the Easement Area or the Wet Utilities are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Wet Utilities, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

Hartzog Rd Util install TCE to HICV/OLCC with Permanent Form for OCU_sd

e) plat, replat or dedicate the Easement Area to the public.

6. **Covenants of Grantee.** Grantee, for itself, its grantees, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the 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 and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

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

d) not interfere with any 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 and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, 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 (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 the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the Wet Utilities, at its sole cost and expense, 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 used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Wet Utilities;

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, 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, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

7. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, 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 cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

8. **Condition of Easement Area; Indemnity.**

a) Grantee acknowledges that it (i) has physically inspected 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. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall hereby release, indemnify, defend, and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, agents, officers, directors, supervisors, servants, contractors, representatives, and employees (collectively, the "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its employees, contractors, agents, grantees and invitees and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee's acts or omissions, or out of the acts or omissions of Grantee's employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Temporary Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to

Hartzog Rd Utl install TCE to HICV/OLCC with Permanent Form for OCU_sd

any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

9. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and 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 Five Million Dollars (\$5,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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 non contributory 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 shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

10. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary 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 Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder 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.

11. **No Warranty; Entire Agreement.** Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Temporary Easement Agreement or the Easement Area, other than as may be set forth herein. This Temporary Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Temporary Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Temporary Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

12. **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) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) 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
Facsimile: (407) 934-6200

With a copy to: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee: Holiday Inn Club Vacations Incorporated
9271 S. John Young Parkway
Orlando, FL 32819
Attn: John Alvarez
Facsimile: (407) 604-6751

13. **Counterparts.** This Temporary 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.

14. **Governing Law.** This Temporary Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

15. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall 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 Agreement.

16. **Binding Obligations.** This Temporary Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives.

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

18. **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 shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

19. **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, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably 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.

20. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

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

WITNESSES TO GRANTOR:

Jessie M. Burgess (Signature)
Jessie M. Burgess (Print Name)

Matthew Kolbo (Signature)
Matthew Kolbo (Print Name)

REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida

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

Dated: 2/12/21

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of February, 2021, by John H. Classe, Jr., as District Administrator of the REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public
Name typed, printed or stamped _____
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

HOLIDAY INN CLUB VACATIONS INCORPORATED,
a Delaware corporation

[Signature] (Signature)
Paul Penning (Print Name)

[Signature] (Signature)
Grace Mathis (Print Name)

By: [Signature] (Signature)
Michael J. Thompson (Print Name)

Its: Sr. VP (Title)

Dated: 2/3/21

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of February, 2021, by Michael J. Thompson, as Sr. VP of HOLIDAY INN CLUB VACATIONS INCORPORATED, a Florida corporation, on behalf of the corporation. He/She is personally known to me or produced _____ as identification.

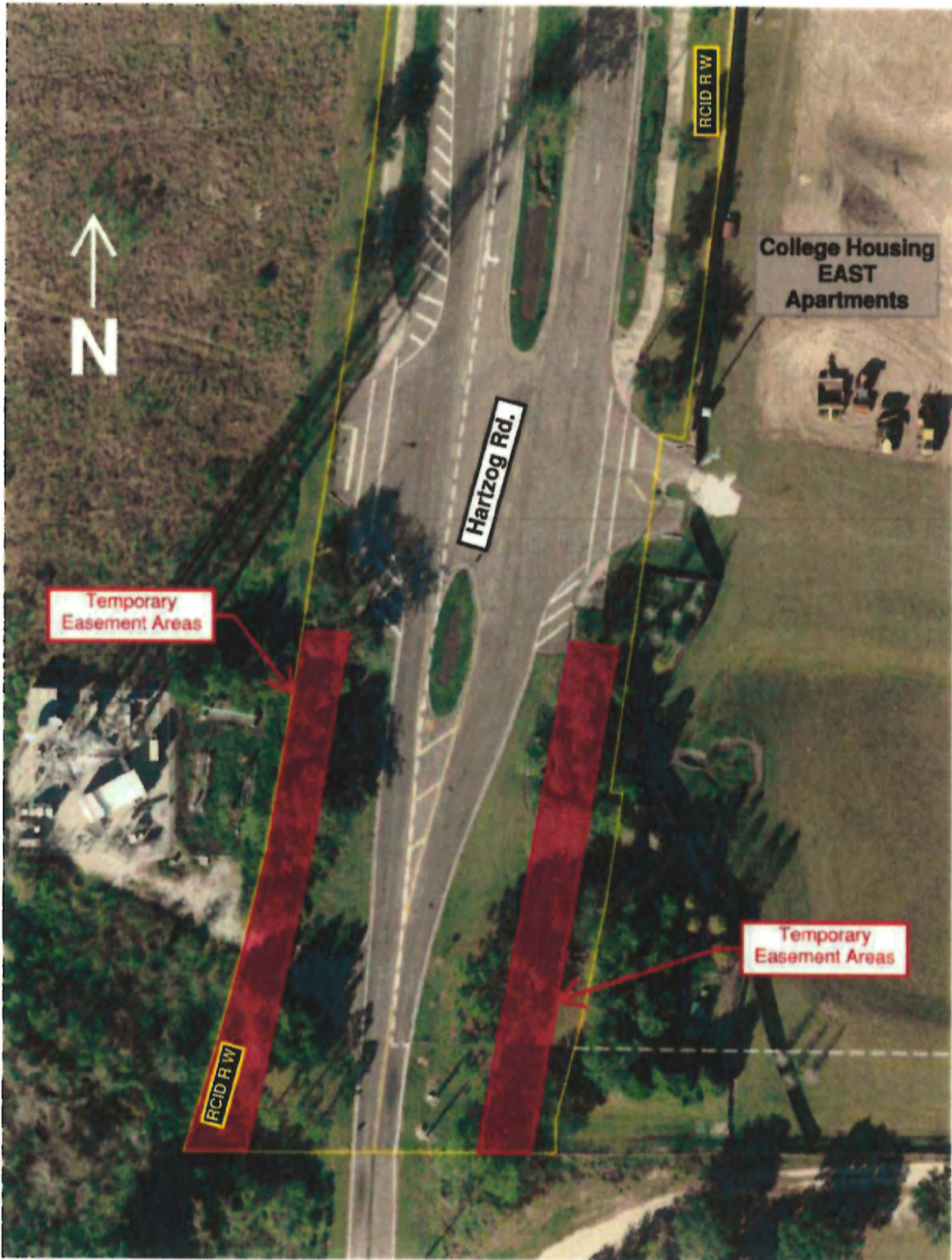
[Notary Seal]

Doreen Ann Varricchio
Notary Public
Doreen Ann Varricchio
Name typed, printed or stamped
My Commission Expires: 2-5-2023



EXHIBIT "A"

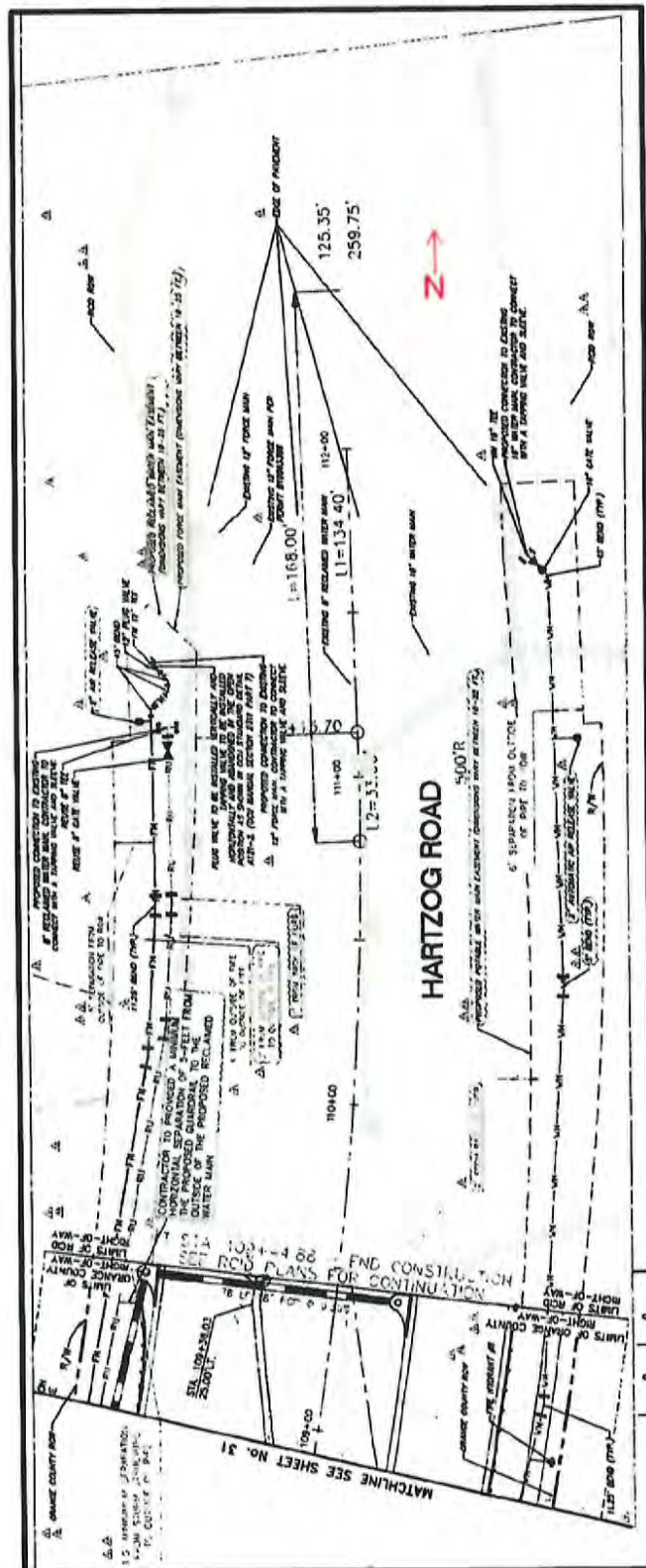
Temporary Easement Area (1 of 2)



Hartzog Rd Util install TCE to HICV/OLCC with Permanent Form for OCU_sd

EXHIBIT "A"

Temporary Easement Area (2 of 2)



Hartzog Rd Utl install TCE to HICV/OLCC with Permanent Form for OCU_sd

EXHIBIT "B"

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.
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 _____.

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 of the right-of-way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or RCID. Permittee shall cooperate with RCID in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to RCID. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no 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 _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

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

NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

without first obtaining a Right-of-Way Permit provided that Grantee gives prior or contemporaneous oral notification to Grantor describing the nature of the emergency and the work to be performed and, within 72 hours of beginning the work, requests a Right-of-Way Permit for such work. In addition, Grantee shall comply with all applicable governmental permitting requirements, and will obtain all required permits prior to initiation of work within the Easement Area. Grantee acknowledges that Grantee's access to the Easement Area and for ingress and egress across Grantor's Property is subject at all times to the strict compliance by Grantee, including Grantee's Representatives during the performance of their work, with all security provisions, rules and regulations of Grantor in effect at the time of the work.

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

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

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

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

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

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

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

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

a) not interfere with or prevent the following: (i) the normal development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties,

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

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

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

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

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

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

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

provided by law, Grantee will be liable to Grantor for any and all Hazardous Materials Activities performed by Grantee's Representatives during the performance of any work related to the Facilities or this Easement Agreement and any and all hazardous spills, fires, or other environmental hazards on the Easement Area or the Property caused by Grantee, or Grantee's Representatives while working on behalf of Grantee, or in any way resulting from Grantee's repair, replacement, maintenance, or operation of the Facilities;

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

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

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

7. **Condition of Easement Area; Indemnity.** Grantee acknowledges that it (i) had the opportunity to physically inspect the Easement Area; and (ii) accepts the Easement Area “as is” and “where is” with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto. To the extent permitted by Florida law, including, but not limited to, Section 768.28, Florida Statutes (or any successor law), the parties agree to (a) hold the other harmless from the negligent acts or omissions of itself, its officers, employees, or agents, arising out of this Easement Agreement. Neither party shall be liable for the negligent acts or omissions of the other party. Neither Grantor nor Grantee shall, by virtue of entering into this Easement Agreement, waive their individual right to sovereign immunity or the sovereign immunity limits established by Florida law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation

_____ (Signature)

By: _____ (Signature)

_____ (Print Name)

John H. Classe, Jr. District Administrator

_____ (Signature)

Dated: _____

_____ (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 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 of Notary Public-State of Florida

(AFFIX STAMP)

ORANGE COUNTY

By: Board of County Commissioners

By: _____

Jerry L. Demings
County Mayor

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

By: _____

Deputy Clerk

Printed Name

EXHIBIT "A-1"

Description of Potable Water Easement Area

EXHIBIT "A-2"

Description of Reuse Water Easement Area

EXHIBIT "A-3"

Description of Sanitary Sewer Easement Area

EXHIBIT "B"

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

Work in Progress. TBD

[This information is to be provided to RCID by Orange County]

EXHIBIT "C"

Right of Way Permit

(attached)



RIGHT OF WAY PERMIT

Date: _____ Permit Number: _____

CORRIDOR (Road / Canal Name): _____

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

Permittee: _____

Address: _____

Phone: _____

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

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

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

Amended 08-01-2018

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

Amended 08-03-2018

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

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

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:

Amended 08-03-2018

The following is Required for Sign Installation Only

Please Provide All of the Following Information:
(Attach additional sheets if required)

Purpose of Sign:

Location of Sign:

Disney Grid Coordinates:

Type of Sign:

Face of Sign, including All Symbols or Text:

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

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

Planning Approval By: _____ Date _____

Amended 08-03-2018



**PERMIT
FINAL INSPECTION REPORT**

Date: _____ **Permit Number:** _____

County/Section/Township/Range: _____

Date Started: _____ **Date Completed:** _____

Required for Sign Installation:
Copy of Digital Photo Received by RCID on: _____

Remarks:

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

Signed: _____

Title: _____

Date: _____

Inspected By: _____

Permit Closure Approved By: _____

Amended 08-03-2018

THIS FORM DOES NOT INCLUDE A PERMANENT EASEMENT

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT ("Temporary Easement Agreement") is made as of the Effective Date (as hereinafter defined) 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 **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is Post Office Box 10000, Lake Buena Vista, Florida 32830-0170 ("Grantee").

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the purpose of: (i) removing vegetation and stabilizing ground surface (the "Works"); and, in accordance with the right of way utilization permit application, a copy of which is attached hereto as Exhibit "B"; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "permitted use"); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement on, over, under and across the portions of the Easement Area where the Works are located, subject to the terms and conditions set forth below.

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

1. **Recitations.** Each party represents to the other party hereto that the above recitations, as they relate to it, are true and correct.

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this "Easement") on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify 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. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on May 30, 2021 (the "Termination Date"). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across the Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

4. **Grantor's Reservation of Rights.** Subject to the rights created herein, 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 whatsoever not inconsistent with the rights herein granted, 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 and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others 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 and adversely interfere with the purpose for which this Easement is granted;

b) to enter upon the Easement Area from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property. Grantor shall cooperate with Grantee in minimizing any unreasonable interference with Grantee's use of the Easement Area;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, 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. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Works to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder 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 Temporary Easement Agreement 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 such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Works are to be relocated. Grantee (at Grantee'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 Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Works. If any or all of the Easement Area or the Works are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Works, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

5. **Covenants of Grantee.** Grantee, for itself, its grantees, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the 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 and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

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

d) not interfere with any 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 and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, 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 (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 the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the Works, at its sole cost and expense, 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 used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Works;

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, 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, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, 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 cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. Condition of Easement Area; Indemnity.

a) Grantee acknowledges that it (i) has physically inspected 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. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall hereby release, indemnify, defend, and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, agents, officers, directors, supervisors, servants, contractors, representatives, and employees (collectively, the "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its employees, contractors, agents, grantees and invitees and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee's acts or omissions, or out of the acts or omissions of Grantee's employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Temporary Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnites as aforesaid:

i) Such Indemnitee or Indemnites and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnites copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnites of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnites, without any obligation on the part of Grantor or such Indemnitee or Indemnites to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnites pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnites' willful misconduct).

8. Insurance. Unless otherwise agreed to by Grantor and Grantee, Grantee and 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 Five Million Dollars (\$5,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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 non contributory 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 shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

9. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary 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 Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder 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 Temporary Easement Agreement or the Easement Area, other than as may be set forth herein. This Temporary Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Temporary Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Temporary Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

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) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) 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
Facsimile: (407) 934-6200

With a copy to:

Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee:

Walt Disney World Parks and Resorts U.S. Inc
P.O. Box 10000
Lake Buena Vista, FL 32830
Attn: Legal Counsel
Facsimile: (407) 828-4311

12. **Counterparts.** This Temporary 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 Temporary Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

14. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall 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 Agreement.

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

16. **Construction of Agreement.** This Temporary Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Temporary Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Temporary Easement Agreement or considered in construing this Temporary 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 shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies 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, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably 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 herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

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

WITNESSES TO GRANTOR:

Heidi Powell (Signature)
HEIDI POWELL (Print Name)
Ann G Blakeslee (Signature)
Ann G Blakeslee (Print Name)

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation

By: [Signature] (Signature)
John H. Classe, Jr., District Administrator
Dated: 3/4/21

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of March, 2021, by John H. Classe, Jr., as District Administrator of the REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced as identification.

[Notary Seal]



Tina Graham
Notary Public

Name typed, printed or stamped
My Commission Expires: _____

Description of Temporary Easement Area

EXHIBIT "A"



EXHIBIT "B"

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.

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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

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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:

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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 _____

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**PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

THIS FORM DOES NOT INCLUDE A PERMANENT EASEMENT

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT ("Temporary Easement Agreement") is made as of the Effective Date (as hereinafter defined) 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 SWAN HOTEL ASSOCIATES, a Florida general partnership, whose mailing address is 1200 Epcot Resorts Blvd, Lake Buena Vista, Florida 32830 ("Grantee").

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the purpose of: (i) modifying grading and constructing sidewalk and an emergency access driveway (the "Work"); and, in accordance with the right of way utilization permit application, a copy of which is attached hereto as Exhibit "B"; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "permitted use"); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement on, over, under and across the portions of the Easement Area where the Work is located, subject to the terms and conditions set forth below.

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

1. **Recitations.** Each party represents to the other party hereto that the above recitations, as they relate to it, are true and correct.

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this "Easement") on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify 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. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on **July 31, 2021** (the "Termination Date"). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across the Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

4. **Grantor's Reservation of Rights.** Subject to the rights created herein, 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 whatsoever not inconsistent with the rights herein granted, 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 and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others 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 and adversely interfere with the purpose for which this Easement is granted;

b) to enter upon the Easement Area from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property. Grantor shall cooperate with Grantee in minimizing any unreasonable interference with Grantee's use of the Easement Area;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, 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. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Work to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder 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 Temporary Easement Agreement 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 such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Work is to be relocated. Grantee (at Grantee'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 Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Work. If any or all of the Easement Area or the Work is to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Work, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

5. **Covenants of Grantee.** Grantee, for itself, its grantees, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the 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 and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

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

d) not interfere with any 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 and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, 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 (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 the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the Work, at its sole cost and expense, 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 used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Work;

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, 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, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, 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 cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. Condition of Easement Area: Indemnity.

a) Grantee acknowledges that it (i) has physically inspected 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. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall hereby release, indemnify, defend, and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, agents, officers, directors, supervisors, servants, contractors, representatives, and employees (collectively, the "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its employees, contractors, agents, grantees and invitees and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee's acts or omissions, or out of the acts or omissions of Grantee's employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Temporary Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to

any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and 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 Five Million Dollars (\$5,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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 non-contributory 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 shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

9. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary 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 Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder 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 Temporary Easement Agreement or the Easement Area, other than as may be set forth herein. This Temporary Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Temporary Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Temporary Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

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) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) 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
Facsimile: (407) 934-6200

With a copy to:

Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee:

Swan Hotel Associates
1200 Epcot Resorts Boulevard
Lake Buena Vista, Florida 32830
Attn: Legal Counsel

12. **Counterparts.** This Temporary 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 Temporary Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

14. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall 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 Agreement.

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

16. **Construction of Agreement.** This Temporary Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Temporary Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Temporary Easement Agreement or considered in construing this Temporary 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 shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies 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, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably 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 herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

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

WITNESSES TO GRANTOR:

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation

Tara Urdininea (Signature)
Tara Urdininea (Print Name)
Eryka Washytk (Signature)
Eryka Washington (Print Name)

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

Dated: 3/12/21

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of March, 2021, by John H. Classe, Jr., as District Administrator of the REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]



Tina Graham
Notary Public

Name typed, printed or stamped
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

SWAN HOTEL ASSOCIATES,
a Florida standard partnership

Jane M. Batten (Signature)
Jane M. Batten (Print Name)

René Smittek (Signature)
René Smittek (Print Name)

By: [Signature] (Signature)
Michael Smith (Print Name)

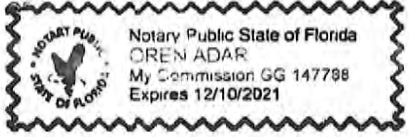
Its: SVP Finance - Am. Mgt. (Title)

Dated: 3/29/21

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of March, 2021, by Michael Smith as SVP Finance of Tichman Hotel Florida standard partnership, on behalf of the company. He/She is personally known to me or produced XXXXXX as identification.

[Notary Seal]



Oren Adar
Notary Public
Oren Adar
Name typed, printed or stamped
My Commission Expires: 12/10/2021

EXHIBIT "A"

Temporary Easement Area



EXHIBIT "B"

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.

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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

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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:

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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 _____

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**PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT ("Temporary Easement Agreement") is made as of the Effective Date (as hereinafter defined) 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 BELLSOUTH TELECOMMUNICATIONS LLC, a Georgia limited liability company, d/b/a AT&T Southeast, whose mailing address is 450 North Goldenrod Avenue, Orlando, Florida 32809 ("Grantee").

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the purpose of: (i) constructing and installing underground conduit, communication lines and pull boxes (the "Communication Line"); and, in accordance with the corridor utilization permit application, a copy of which is attached hereto as Exhibit "B"; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "permitted use"); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement and, upon termination of this Temporary Easement Agreement, to grant a permanent easement on, over, under and across the portions of the Easement Area where the Communication Line is located, subject to the terms and conditions set forth below.

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

1. **Recitations.** Each party represents to the other party hereto that the above recitations, as they relate to it, are true and correct.

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this "Easement") on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify 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. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the "Termination Date") which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Communication Line in accordance with Section 3 hereof, or (ii) July 31, 2021. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across the Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Permanent Easement.** Promptly upon completion by Grantee of the Communication Line, Grantor agrees to convey, by separate easement agreement, a perpetual, non-exclusive, easement agreement in the form attached hereto and incorporated herein as Exhibit "C" (the "**Permanent Easement**"); provided, however, that Grantee shall provide to Grantor, at Grantee's sole cost and expense, an as-built survey (the "**Survey**") detailing the centerline alignment of the Communication Line which Survey shall be signed and sealed by a surveyor licensed by the State of Florida, shall comply with the minimum detail survey requirements established under Florida law, and shall verify that the Communication Line placed by way of this Temporary Easement Agreement lie within the Easement Area (if applicable). The legal description for the Permanent Easement shall be based upon the Survey and shall not exceed five (5) feet in width. The Permanent Easement shall be recorded in the public records of Orange County, Florida.

4. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

5. **Grantor's Reservation of Rights.** Subject to the rights created herein, 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 whatsoever not inconsistent with the rights herein granted, 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 and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others 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 and adversely interfere with the purpose for which this Easement is granted;

b) to enter upon the Easement Area from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property. Grantor shall cooperate with Grantee in minimizing any unreasonable interference with Grantee's use of the Easement Area;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, 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. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Communication Line to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder 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 Temporary Easement Agreement 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 such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Communication Line is to be relocated. Grantee (at Grantee'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 Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Communication Line. If any or all of the Easement Area or the Communication Line is to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Communication Line, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

6. **Covenants of Grantee.** Grantee, for itself, its grantees, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the 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 and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

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

d) not interfere with any 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 and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, 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 (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 the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the Communication Line, at its sole cost and expense, 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 used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by

Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Communication Line;

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, 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, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

7. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, 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 cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

8. **Condition of Easement Area; Indemnity.**

a) Grantee acknowledges that it (i) has physically inspected 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. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall hereby release, indemnify, defend, and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, agents, officers, directors, supervisors, servants, contractors, representatives, and employees (collectively, the "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its employees, contractors, agents, grantees and invitees and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by

Grantee, its employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee's acts or omissions, or out of the acts or omissions of Grantee's employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Temporary Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

9. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and 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 Five Million Dollars (\$5,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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 non contributory 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 shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

10. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary

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 Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder 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.

11. **No Warranty; Entire Agreement.** Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Temporary Easement Agreement or the Easement Area, other than as may be set forth herein. This Temporary Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Temporary Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Temporary Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

12. **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) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) 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
Facsimile: (407) 934-6200

With a copy to:

Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee:

BellSouth Telecommunications LLC, D/B/A AT&T Southeast
450 N. Goldenrod Avenue
Orlando, Florida 32809
Attn: Southeast Ave Manager OSP Planning & Engineering

13. **Counterparts.** This Temporary 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.

14. **Governing Law.** This Temporary Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

15. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall 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 Agreement.

16. **Binding Obligations.** This Temporary Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives.

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

18. **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 shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

19. **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, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably 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.

20. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

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

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

WITNESSES TO GRANTOR:

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation and public body corporate and politic of
the State of Florida

Samuel A. Duhs (Signature)

SAMUEL A. DUHS (Print Name)

Tara Udinese (Signature)

Tara Udinese (Print Name)

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

Dated: 4/1/21

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1 day of April, 2021, by John H. Classe, Jr., as District Administrator of the REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]



Tina Graham
Notary Public

Name typed, printed or stamped
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

BELLSOUTH TELECOMMUNICATIONS LLC,
a Georgia limited liability company

[Signature] (Signature)
LOUIE KOOPERS (Print Name)

[Signature] (Signature)
Shannon Curry (Print Name)

By: [Signature] (Signature)
ROBERT ALAN REYNOLDS (Print Name)

Its: MICROSPRING ENGINEERING

Dated: 3-11-2021

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of March, 2021, by Robert Reynolds, as Representative of BELLSOUTH TELECOMMUNICATIONS LLC,, a Georgia Limited Liability Company Inc., on behalf of the company. He/She is personally known to me or produced Florida Driver license as identification.

[Notary Seal]



[Signature]
Notary Public
Katelynn M Hartley
Name typed, printed or stamped
My Commission Expires: Jan. 26, 2024

EXHIBIT "A"

Description of Temporary Easement Area

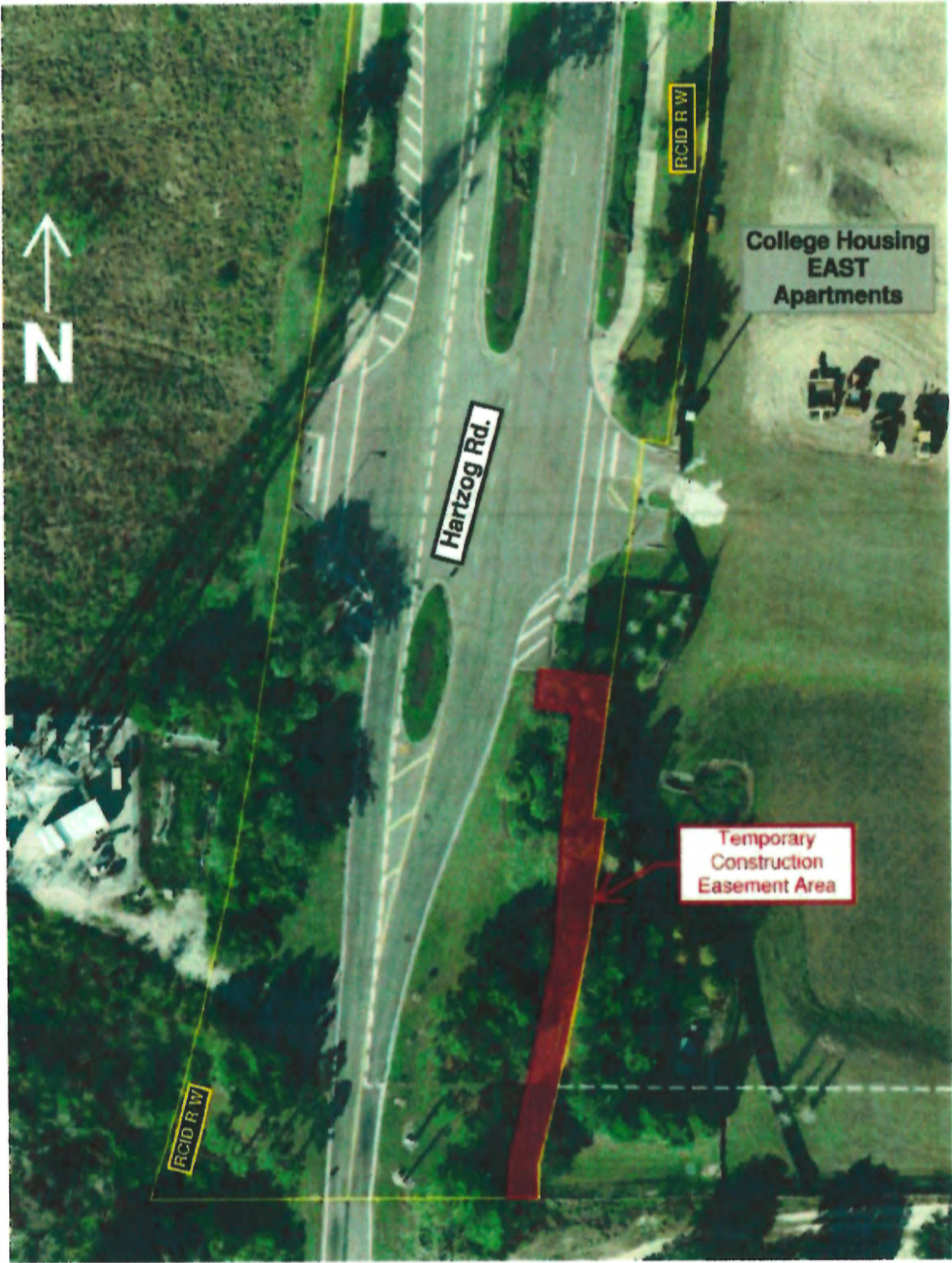


EXHIBIT "B"

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.
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 _____.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with RCID's construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID's contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "Law" or the "Laws", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:

15. Special Instructions:

16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless RCID and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use the right-of-way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or RCID. Permittee shall cooperate with RCID in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to RCID. Permittee shall not raise as a defense to its obligation to indemnify any comparative or

contributory negligence of any of the Indemnitees, it being understood and agreed that no 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 _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

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

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) 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 _____, a _____, whose mailing address is _____ ("**Grantee**").

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Easement Area**"), for the purpose of: (i) _____ (the "_____"); and, in connection therewith (ii) access to and from the Easement Area, over and across adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "**permitted use**"); 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 hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitations**. The above recitations are true and correct and are incorporated herein 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 as set forth herein is abandoned (this "**Easement**") on, over, under and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement shall be used by Grantee (and its employees, contractors, and agents) for the permitted use of the Easement Area, together with the right of vehicular and pedestrian ingress and egress in connection therewith by Grantee and the aforesaid parties, to and from the Easement Area over and across public roads, alleys, sidewalks and such other portions of the Property as Grantor may designate from time to time (as hereinafter provided) and for no other purpose whatsoever. Grantee's rights in connection therewith 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 specify which portions of the Easement Area shall be used by Grantee for all or any portion of the _____ (and future facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion) and any temporary construction facilities on the Easement Area, and 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 _____ as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

Notwithstanding any provision in this Permanent Easement Agreement to the contrary, Grantee shall be required to obtain a Right-of-Way Permit from Grantor prior to initiating any work within the Easement Area or accessing any Easement Area. In the case of an emergency, oral notification to the Grantor describing the nature of the emergency and the work to be performed shall be acceptable prior to initiation of work and shall be followed within 72 hours with a request for a Right-of-Way Permit. In addition, Grantee shall be required to comply with all governmental permitting requirements, as now or hereafter may be enacted or amended, and shall be required to obtain all required permits prior to initiation of work within the Easement Area. Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across Grantor's Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

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

4. **Grantor's Reservation of Rights.** Subject to the rights created herein, 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 whatsoever not inconsistent with the rights herein granted, 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 unreasonably interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. 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 and adversely interfere with the purpose for which this Easement is granted;

b) after reasonable notice (except in circumstances of emergency), to temporarily interrupt Grantee's use of the Easement Area or the _____ from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, 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. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability 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 _____ to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole 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 hereunder 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 Permanent 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 such subsequent agreement; or (ii) execute an amendment (in recordable form) to this Permanent Easement Agreement amending the description of the Easement Area to reflect the designated location where the _____ are to be relocated. Grantee (at Grantee'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 Permanent Easement Agreement and the relocation, alteration or modification of the Easement Area or the _____, in whole or in part. If any or all of the Easement Area or the _____ are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the _____ and restore the Easement Area to the same condition existing at the time of the execution of this Permanent Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

5. **Covenants of Grantee.** Grantee, for itself, its grantees and invitees, 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 and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

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

d) not interfere with any 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 and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, 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 (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 pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the _____, at its sole cost and expense, 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 used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's repair, replacement, maintenance, or operation of the _____;

h) after completion of any repair or replacement work with respect to the _____ (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, 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 shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 6, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision in this Permanent Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, 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 cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. **Condition of Easement Area; Indemnity.**

a) Grantee acknowledges that it (i) has physically inspected 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. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its grantees, invitees, employees, contractors, and agents. Grantee (for itself, its grantees, invitees, contractors, and agents and for those claiming by, through or under any of them) shall hereby release, indemnify, defend and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, the officers, directors, agents, employees and assigns (collectively, "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its grantees, invitees, employees, contractors, and agents, and all of their officers, directors, employees, representatives, and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, agents, contractors, or invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted or suffered by Grantee (its grantees, invitees, employees, contractors, and agents and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its grantees, invitees, agents, employees, representatives, or contractors); (v) Grantee's failure to perform any obligations imposed hereunder; (vi) Grantee's use, operation, maintenance, or repair of the Easement Area; (vii) liens by third parties arising out of Grantee's acts or omissions; or (viii) Grantee's failure to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Permanent Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Permanent Easement Agreement, as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and 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 Five Million Dollars (\$5,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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 non contributory 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 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 hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Permanent 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 Permanent Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Permanent Easement Agreement nor any interest herein or rights hereunder 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 Permanent Easement Agreement or the Easement Area, other than as may be set forth herein. This Permanent Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Permanent Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Permanent Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove

defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's _____, arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

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) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) 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
Facsimile: (407) 934-6200

With a copy to: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee: _____

Attn: _____
Facsimile: () _____

12. **Counterparts.** This Permanent 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 Permanent Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

14. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Permanent Easement Agreement, or arising out of any matter pertaining to this Permanent Easement Agreement, shall 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 Agreement.

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

16. **Construction of Agreement.** This Permanent Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Permanent Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Permanent Easement Agreement or considered in construing this Permanent 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 shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies 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, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably 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 herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

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

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

WITNESSES TO GRANTOR:

REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida

_____ (Signature)

By: _____ (Signature)

_____ (Print Name)

John H. Classe, Jr., District Administrator

Dated: _____

_____ (Signature)

_____ (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

EXHIBIT "A"

Description of Permanent Easement Area



NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT ("Temporary Easement Agreement") is made as of the Effective Date (as hereinafter defined) 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 **PEOPLE GAS SYSTEM**, a division of Tampa Electric Company, a Florida corporation, whose mailing address is Post Office Box 2562, Tampa, Florida 33601 ("Grantee").

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the purpose of: (i) construction and installation of underground utility gas lines (the "Facilities"); and, in accordance with the corridor utilization permit application, a copy of which is attached hereto as Exhibit "B"; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "permitted use"); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement and, upon termination of this Temporary Easement Agreement, to grant a permanent easement on, over, under and across the portions of the Easement Area where the Facilities are located, subject to the terms and conditions set forth below.

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

1. **Recitations.** Each party represents to the other party hereto that the above recitations, as they relate to it, are true and correct.

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this "Easement") on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify 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. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the "**Termination Date**") which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Facilities in accordance with Section 3 hereof, or (ii) **June 30, 2021**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across the Property is

subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Permanent Easement.** Promptly upon completion by Grantee of the Facilities, Grantor agrees to convey, by separate easement agreement, a perpetual, non-exclusive, easement agreement in the form attached hereto and incorporated herein as Exhibit "C" (the "Permanent Easement"); provided, however, that Grantee shall provide to Grantor, at Grantee's sole cost and expense, an as-built survey (the "Survey") detailing the centerline alignment of the Facilities which Survey shall be signed and sealed by a surveyor licensed by the State of Florida, shall comply with the minimum detail survey requirements established under Florida law, and shall verify that the Facilities placed by way of this Temporary Easement Agreement lie within the Easement Area (if applicable). The legal description for the Permanent Easement shall be based upon the Survey and shall not exceed ten (10) feet in width. The Permanent Easement shall be recorded in the public records of Orange County, Florida.

4. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

5. **Grantor's Reservation of Rights.** Subject to the rights created herein, 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 whatsoever not inconsistent with the rights herein granted, 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 and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others 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 and adversely interfere with the purpose for which this Easement is granted;

b) to enter upon the Easement Area from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property. Grantor shall cooperate with Grantee in minimizing any unreasonable interference with Grantee's use of the Easement Area;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, 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. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) 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 sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder 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 Temporary Easement Agreement 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 such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Facilities are to be relocated. Grantee (at Grantee'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 Temporary Easement Agreement and the relocation, alteration or modification of the

Easement Area or the Facilities. If any or all of the Easement Area or the Facilities are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Facilities, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

6. **Covenants of Grantee.** Grantee, for itself, its grantees, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the 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 and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

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

d) not interfere with any 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 and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, 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 (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 the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the Facilities, at its sole cost and expense, 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 used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Facilities;

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, 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, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

7. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, 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 cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

8. **Condition of Easement Area; Indemnity.**

a) Grantee acknowledges that it (i) has physically inspected 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. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall hereby release, indemnify, defend, and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, agents, officers, directors, supervisors, servants, contractors, representatives, and employees (collectively, the "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its employees, contractors, agents, grantees and invitees and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee's acts or omissions, or out of the acts or omissions of Grantee's employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Temporary Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

9. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and 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 Five Million Dollars (\$5,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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 non contributory 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 shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

10. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary 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 Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder 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.

11. **No Warranty; Entire Agreement.** Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Temporary Easement Agreement or the Easement Area, other than as may be set forth herein. This Temporary Easement Agreement embodies the entire understanding of the parties

hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Temporary Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Temporary Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

12. **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) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) 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
Facsimile: (407) 934-6200

With a copy to: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee: Peoples Gas System
702 N. Franklin Street
Tampa, Florida 33602
Facsimile: (813) 228-1527

13. **Counterparts.** This Temporary 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.

14. **Governing Law.** This Temporary Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

15. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall 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 Agreement.

16. **Binding Obligations.** This Temporary Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives.

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

18. **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 shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

19. **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, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably 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.

20. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

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

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

WITNESSES TO GRANTOR:

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation and public body corporate and politic of
the State of Florida

[Signature] (Signature)

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

SAMUEL A. DUHS (Print Name)

Dated: 2/12/21

[Signature] (Signature)

Kathryn Kulbo (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of February, 2021, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public

Name typed, printed or stamped _____
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

Ashley Sanford (Signature)
Ashley Sanford (Print Name)

Taylor J. Leggatt (Signature)
TAYLOR J. LEGGATT (Print Name)

PEOPLES GAS SYSTEM
a division of Tampa Electric Company, a Florida corporation

By: [Signature] (Signature)
RICK F. WALL (Print Name)

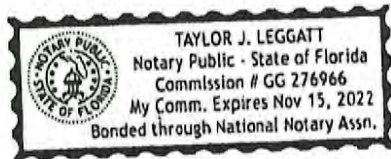
Its: VP - Engineering & operations

Dated: January 13, 2021

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of January, 2021, by Rick F. Wall, as VP Eng & ops of PEOPLES GAS SYSTEM, a division of Tampa Electric Company, a Florida corporation, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]



Taylor J. Leggatt
Notary Public
Taylor J. Leggatt
Name typed, printed or stamped
My Commission Expires: NOV. 15, 2022

EXHIBIT "A"

Temporary Easement Area



EXHIBIT "B"

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.

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 _____.

13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with RCID's construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID's contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "Law" or the "Laws", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.

14. Special Conditions:

15. Special Instructions:

16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless RCID and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use the right-of way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or RCID. Permittee shall cooperate with RCID in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to RCID. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no 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 _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

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

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) 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 _____, a _____, whose mailing address is _____ ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain real property located in _____ County, Florida (the "Property"); and

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the purpose of: (i) _____ (the "_____"); and, in connection therewith (ii) access to and from the Easement Area, over and across adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "permitted use"); 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 hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein 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 as set forth herein is abandoned (this "Easement") on, over, under and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement shall be used by Grantee (and its employees, contractors, and agents) for the permitted use of the Easement Area, together with the right of vehicular and pedestrian ingress and egress in connection therewith by Grantee and the aforesaid parties, to and from the Easement Area over and across public roads, alleys, sidewalks and such other portions of the Property as Grantor may designate from time to time (as hereinafter provided) and for no other purpose whatsoever. Grantee's rights in connection therewith 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 specify which portions of the Easement Area shall be used by Grantee for all or any portion of the _____ (and future facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion) and any temporary construction facilities on the Easement Area, and 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 _____ as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

Notwithstanding any provision in this Permanent Easement Agreement to the contrary, Grantee shall be required to obtain a Right-of-Way Permit from Grantor prior to initiating any work within the Easement Area or accessing any Easement Area. In the case of an emergency, oral notification to the Grantor describing the nature of the emergency and the work to be performed shall be acceptable prior to initiation of work and shall be followed within 72 hours with a request for a Right-of-Way Permit. In addition, Grantee shall be required to comply with all governmental permitting requirements, as now or hereafter may be enacted or amended, and shall be required to obtain all required permits prior to initiation of work within the Easement Area. Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across Grantor's Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

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

4. Grantor's Reservation of Rights. Subject to the rights created herein, 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 whatsoever not inconsistent with the rights herein granted, 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 unreasonably interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. 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 and adversely interfere with the purpose for which this Easement is granted;

b) after reasonable notice (except in circumstances of emergency), to temporarily interrupt Grantee's use of the Easement Area or the _____ from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, 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. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability 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 _____ to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole 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 hereunder 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 Permanent 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 such subsequent agreement; or (ii) execute an amendment (in recordable form) to this Permanent Easement Agreement amending the description of the Easement Area to reflect the designated location where the _____ are to be

relocated. Grantee (at Grantee'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 Permanent Easement Agreement and the relocation, alteration or modification of the Easement Area or the _____, in whole or in part. If any or all of the Easement Area or the _____ are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the _____ and restore the Easement Area to the same condition existing at the time of the execution of this Permanent Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

5. Covenants of Grantee. Grantee, for itself, its grantees and invitees, 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 and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

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

d) not interfere with any 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 and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, 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 (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 pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the _____, at its sole cost and expense, 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 used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's repair, replacement, maintenance, or operation of the _____;

h) after completion of any repair or replacement work with respect to the _____ (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which

consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, 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 shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 6, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision in this Permanent Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, 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 cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. **Condition of Easement Area; Indemnity.**

a) Grantee acknowledges that it (i) has physically inspected 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. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its grantees, invitees, employees, contractors, and agents. Grantee (for itself, its grantees, invitees, contractors, and agents and for those claiming by, through or under any of them) shall hereby release, indemnify, defend and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, the officers, directors, agents, employees and assigns (collectively, "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its grantees, invitees, employees, contractors, and agents, and all of their officers, directors, employees, representatives, and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, agents, contractors, or invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted or suffered by Grantee (its grantees, invitees, employees, contractors, and agents and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its grantees, invitees, agents, employees, representatives, or contractors); (v) Grantee's failure to perform any obligations imposed hereunder; (vi) Grantee's use, operation, maintenance, or repair of the Easement Area; (vii) liens by third parties arising out of Grantee's acts or omissions; or (viii) Grantee's failure to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Permanent Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Permanent Easement Agreement, as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and 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 Five Million Dollars (\$5,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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 non contributory 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 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 hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Permanent 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 Permanent Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Permanent Easement Agreement nor any interest herein or rights hereunder 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 Permanent Easement Agreement or the Easement Area, other than as may be set forth herein. This Permanent Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or

other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Permanent Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Permanent Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's _____, arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

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) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) 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
Facsimile: (407) 934-6200

With a copy to: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee: _____

Attn: _____
Facsimile: () _____

12. **Counterparts.** This Permanent 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 Permanent Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

14. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Permanent Easement Agreement, or arising out of any matter pertaining to this Permanent Easement Agreement, shall 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 Agreement.

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

16. **Construction of Agreement.** This Permanent Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Permanent Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Permanent Easement Agreement or considered in construing this Permanent 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 shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies 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, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably 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 herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

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

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

WITNESSES TO GRANTOR:

REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida

_____ (Signature)

By: _____ (Signature)

_____ (Print Name)

John H. Classe, Jr., District Administrator

_____ (Signature)

Dated: _____

_____ (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

EXHIBIT "A"

Description of Permanent Easement Area



NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“Temporary Easement Agreement”) is made as of the Effective Date (as hereinafter defined) 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 **PEOPLE GAS SYSTEM**, a division of Tampa Electric Company, a Florida corporation, whose mailing address is Post Office Box 2562, Tampa, Florida 33601 (“Grantee”).

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Easement Area”), for the purpose of: (i) construction and installation of underground utility gas lines and a gas regulator station (the “Facilities”); and, in accordance with the corridor utilization permit application, a copy of which is attached hereto as Exhibit “B”; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the “permitted use”); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement and, upon termination of this Temporary Easement Agreement, to grant a permanent easement on, over, under and across the portions of the Easement Area where the Facilities are located, subject to the terms and conditions set forth below.

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

1. **Recitations.** Each party represents to the other party hereto that the above recitations, as they relate to it, are true and correct.

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this “Easement”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify 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. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the “Termination Date”) which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Facilities in accordance with Section 3 hereof, or (ii) **October 31, 2021**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across the Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Permanent Easement.** Promptly upon completion by Grantee of the Facilities, Grantor agrees to convey, by separate easement agreement, a perpetual, non-exclusive, easement agreement in the form attached hereto and incorporated herein as Exhibit "C" (the "Permanent Easement"); provided, however, that Grantee shall provide to Grantor, at Grantee's sole cost and expense, an as-built survey (the "Survey") detailing the centerline alignment of the Facilities which Survey shall be signed and sealed by a surveyor licensed by the State of Florida, shall comply with the minimum detail survey requirements established under Florida law, and shall verify that the Facilities placed by way of this Temporary Easement Agreement lie within the Easement Area (if applicable). The legal description for the Permanent Easement shall be based upon the Survey and shall not exceed ten (10) feet in width. The Permanent Easement shall be recorded in the public records of Orange County, Florida.

4. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

5. **Grantor's Reservation of Rights.** Subject to the rights created herein, 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 whatsoever not inconsistent with the rights herein granted, 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 and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others 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 and adversely interfere with the purpose for which this Easement is granted;

b) to enter upon the Easement Area from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property. Grantor shall cooperate with Grantee in minimizing any unreasonable interference with Grantee's use of the Easement Area;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, 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. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) 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 sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder 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 Temporary Easement Agreement 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 such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Facilities are to be relocated. Grantee (at Grantee'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 Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Facilities. If any or all of the Easement Area or the Facilities are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Facilities, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

6. Covenants of Grantee. Grantee, for itself, its grantees, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the 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 and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

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

d) not interfere with any 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 and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, 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 (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 the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the Facilities, at its sole cost and expense, 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 used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Facilities;

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a

safe, 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, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

7. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, 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 cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

8. **Condition of Easement Area; Indemnity.**

a) Grantee acknowledges that it (i) has physically inspected 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. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall hereby release, indemnify, defend, and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, agents, officers, directors, supervisors, servants, contractors, representatives, and employees (collectively, the "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its employees, contractors, agents, grantees and invitees and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee's acts or omissions, or out of the acts or omissions of Grantee's employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Temporary Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or

sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

9. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and 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 Five Million Dollars (\$5,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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 non-contributory 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 shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

10. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary 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 Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder 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.

11. **No Warranty; Entire Agreement.** Grantor makes no representations, statements, warranties, or
TECO Gas along N. Hartzog Rd Flagler Ave to Avalon Rd_sd

agreements to Grantee in connection with this Temporary Easement Agreement or the Easement Area, other than as may be set forth herein. This Temporary Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Temporary Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Temporary Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

12. **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) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) 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
Facsimile: (407) 934-6200

With a copy to: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee: Peoples Gas System
702 N. Franklin Street
Tampa, Florida 33602
Facsimile: (813) 228-1527

13. **Counterparts.** This Temporary 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.

14. **Governing Law.** This Temporary Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

15. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall 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 Agreement.

16. **Binding Obligations.** This Temporary Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives.

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

18. **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 shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

19. **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, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably 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.

20. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

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

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

WITNESSES TO GRANTOR:

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation and public body corporate and politic of
the State of Florida

[Signature] (Signature)

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

SAMUEL A. DUHS (Print Name)

Dated: 4/22/21

[Signature] (Signature)

Tara Undwinea (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of April, 2021, by John H. Classe, Jr., as District Administrator of the REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public

Name typed, printed or stamped _____
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

Shawna McDonald (Signature)

Shawna McDonald (Print Name)

Carli Kib (Signature)

Carolina Kirby (Print Name)

PEOPLES GAS SYSTEM,

a division of Tampa Electric Company, a Florida corporation

By: [Signature] (Signature)

RICK F. WALL (Print Name)

Its: VP-Engineering & Operations (Title)

Dated: March 26, 2021

STATE OF FLORIDA
COUNTY OF ~~ORANGE~~ Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of March, 2021, by RICK F. WALL, as VP-Eng. & OPS of PEOPLES GAS SYSTEM, a division of Tampa Electric Company, a Florida corporation, on behalf of the corporation. He/She is personally known to me or produced _____ as identification.

[Notary Seal]

[Signature]
Notary Public
TAYLOR J. LEGGATT
Name typed, printed or stamped
My Commission Expires: Nov. 15, 2022

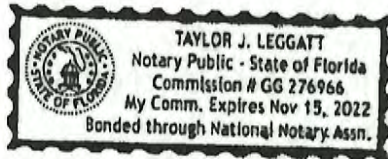


EXHIBIT "A"
Temporary Easement Areas (1 of 6)



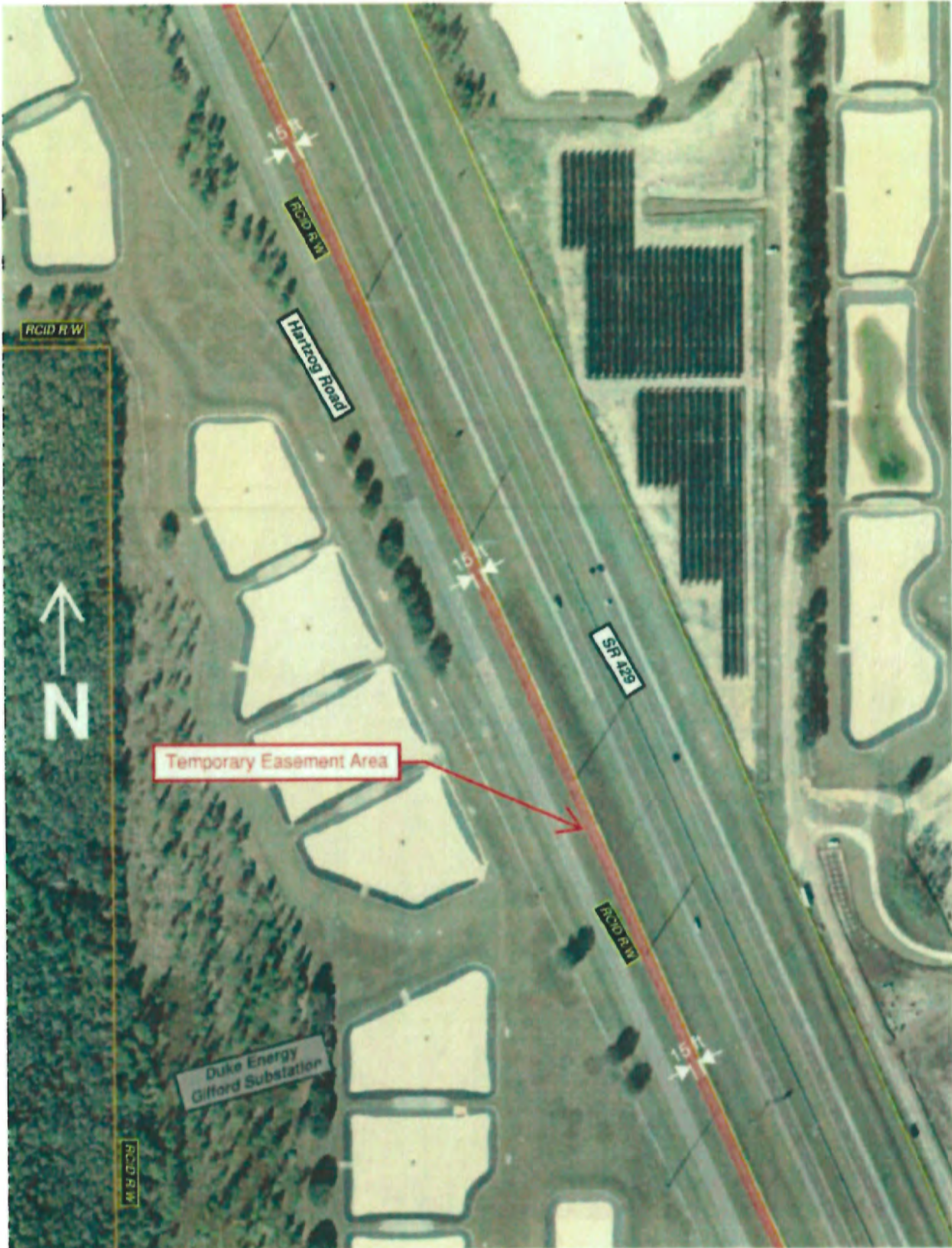
TECO Gas along N. Hartzog Rd Flagler Ave to Avalon Rd_sd

EXHIBIT "A"
Temporary Easement Areas (2 of 6)



TECO Gas along N. Hartzog Rd Flagler Ave to Avalon Rd_sd

EXHIBIT "A"
Temporary Easement Areas (3 of 6)



TECO Gas along N. Hartzog Rd Flagler Ave to Avalon Rd_sd

EXHIBIT "A"
Temporary Easement Areas (4 of 6)



TECO Gas along N. Hartzog Rd Flagler Ave to Avalon Rd_sd

EXHIBIT "A"
Temporary Easement Areas (5 of 6)



TECO Gas along N. Hartzog Rd Flagler Ave to Avalon Rd_sd

EXHIBIT "A"
Temporary Easement Areas (6 of 6)



EXHIBIT "B"

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.

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 _____.
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 of the right-of-way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or RCID. Permittee shall cooperate with RCID in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to RCID. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no 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 _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

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

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) 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 _____, a _____, whose mailing address is _____ ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain real property located in _____ County, Florida (the "Property"); and

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the purpose of: (i) _____ (the "_____"); and, in connection therewith (ii) access to and from the Easement Area, over and across adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "permitted use"); 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 hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein 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 as set forth herein is abandoned (this "Easement") on, over, under and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement shall be used by Grantee (and its employees, contractors, and agents) for the permitted use of the Easement Area, together with the right of vehicular and pedestrian ingress and egress in connection therewith by Grantee and the aforesaid parties, to and from the Easement Area over and across public roads, alleys, sidewalks and such other portions of the Property as Grantor may designate from time to time (as hereinafter provided) and for no other purpose whatsoever. Grantee's rights in connection therewith 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 specify which portions of the Easement Area shall be used by Grantee for all or any portion of the _____ (and future facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion) and any temporary construction facilities on the Easement Area, and 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 _____ as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

Notwithstanding any provision in this Permanent Easement Agreement to the contrary, Grantee shall be required to obtain a Right-of-Way Permit from Grantor prior to initiating any work within the Easement Area or accessing any Easement Area. In the case of an emergency, oral notification to the Grantor describing the nature of the emergency and the work to be performed shall be acceptable prior to initiation of work and shall be followed within 72 hours with a request for a Right-of-Way Permit. In addition, Grantee shall be required to comply with all governmental permitting requirements, as now or hereafter may be enacted or amended, and shall be required to obtain all required permits prior to initiation of work within the Easement Area. Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across Grantor's Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

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

4. Grantor's Reservation of Rights. Subject to the rights created herein, 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 whatsoever not inconsistent with the rights herein granted, 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 unreasonably interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. 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 and adversely interfere with the purpose for which this Easement is granted;

b) after reasonable notice (except in circumstances of emergency), to temporarily interrupt Grantee's use of the Easement Area or the _____ from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, 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. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability 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 _____ to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole 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 hereunder 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 Permanent 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 such subsequent agreement; or (ii) execute an amendment (in recordable form) to this Permanent Easement Agreement amending the description of the Easement Area to reflect the designated location where the _____ are to be

relocated. Grantee (at Grantee'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 Permanent Easement Agreement and the relocation, alteration or modification of the Easement Area or the _____, in whole or in part. If any or all of the Easement Area or the _____ are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the _____ and restore the Easement Area to the same condition existing at the time of the execution of this Permanent Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

5. Covenants of Grantee. Grantee, for itself, its grantees and invitees, 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 and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

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

d) not interfere with any 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 and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, 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 (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 pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the _____, at its sole cost and expense, 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 used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's repair, replacement, maintenance, or operation of the _____;

h) after completion of any repair or replacement work with respect to the _____ (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which

consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, 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 shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 6, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision in this Permanent Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, 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 cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. **Condition of Easement Area; Indemnity.**

a) Grantee acknowledges that it (i) has physically inspected 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. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its grantees, invitees, employees, contractors, and agents. Grantee (for itself, its grantees, invitees, contractors, and agents and for those claiming by, through or under any of them) shall hereby release, indemnify, defend and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, the officers, directors, agents, employees and assigns (collectively, "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its grantees, invitees, employees, contractors, and agents, and all of their officers, directors, employees, representatives, and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, agents, contractors, or invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted or suffered by Grantee (its grantees, invitees, employees, contractors, and agents and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its grantees, invitees, agents, employees, representatives, or contractors); (v) Grantee's failure to perform any obligations imposed hereunder; (vi) Grantee's use, operation, maintenance, or repair of the Easement Area; (vii) liens by third parties arising out of Grantee's acts or omissions; or (viii) Grantee's failure to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Permanent Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Permanent Easement Agreement, as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and 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 Five Million Dollars (\$5,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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 non contributory 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 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 hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Permanent 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 Permanent Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Permanent Easement Agreement nor any interest herein or rights hereunder 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 Permanent Easement Agreement or the Easement Area, other than as may be set forth herein. This Permanent Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or

other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Permanent Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Permanent Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's _____, arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

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) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) 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
Facsimile: (407) 934-6200

With a copy to: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee: _____

Attn: _____
Facsimile: () _____

12. **Counterparts.** This Permanent 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 Permanent Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

14. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Permanent Easement Agreement, or arising out of any matter pertaining to this Permanent Easement Agreement, shall 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 Agreement.

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

16. **Construction of Agreement.** This Permanent Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Permanent Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Permanent Easement Agreement or considered in construing this Permanent 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 shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies 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, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably 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 herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

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

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

WITNESSES TO GRANTOR:

REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida

(Signature)

By: _____ (Signature)

(Print Name)

John H. Classe, Jr., District Administrator

(Signature)

Dated: _____

(Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

(Signature)

(Print Name) By: _____ (Signature)

(Signature) _____
(Print Name) Its: _____ (Title)

(Print Name) Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

EXHIBIT "A"

Description of Permanent Easement Area

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) 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 **SMART CITY SOLUTIONS II, LLC** a Florida limited liability company, whose mailing address is Post Office Box 22856, Lake Buena Vista, FL 32830-2856 (“**Grantee**”).

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**Easement Area**”), for the purpose of: (i) constructing, and installing underground communication lines, conduits, and appurtenant underground facilities (the “**Communication Lines**”); and, in accordance with the corridor utilization permit application, a copy of which is attached hereto as Exhibit “B”; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the “**permitted use**”); and

WHEREAS, Grantor agrees to grant to Grantee this non-exclusive temporary easement and, upon termination of this Temporary Easement Agreement, to grant a permanent easement on, over, under and across the portions of the Easement Area where the Communication Lines are located, subject to the terms and conditions set forth below.

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

1. **Recitations.** Each party represents to the other party hereto that the above recitations, as they relate to it, are true and correct.

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify 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. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the “**Termination Date**”) which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Communication Lines in accordance with Section 3 hereof, or (ii) **November 31, 2021**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

Notwithstanding any provision in this Temporary Easement Agreement to the contrary, Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across the Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

3. **Permanent Easement.** Promptly upon completion by Grantee of the Communication Lines, Grantor agrees to convey, by separate easement agreement, a perpetual, non-exclusive, easement agreement in the form attached hereto and incorporated herein as Exhibit "C" (the "**Permanent Easement**"); provided, however, that Grantee shall provide to Grantor, at Grantee's sole cost and expense, an as-built survey (the "**Survey**") detailing the centerline alignment of the Communication Lines which Survey shall be signed and sealed by a surveyor licensed by the State of Florida, shall comply with the minimum detail survey requirements established under Florida law, and shall verify that the Communication Lines placed by way of this Temporary Easement Agreement lie within the Easement Area (if applicable). The legal description for the Permanent Easement shall be based upon the Survey and shall not exceed five (5) feet in width. The Permanent Easement shall be recorded in the public records of Orange County, Florida.

4. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion.

5. **Grantor's Reservation of Rights.** Subject to the rights created herein, 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 whatsoever not inconsistent with the rights herein granted, 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 and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others 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 and adversely interfere with the purpose for which this Easement is granted;

b) to enter upon the Easement Area from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property. Grantor shall cooperate with Grantee in minimizing any unreasonable interference with Grantee's use of the Easement Area;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, 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. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability arising from the improper performance thereof;

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Communication Lines to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder 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 Temporary Easement Agreement 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 such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Communication Lines are to be relocated. Grantee (at Grantee'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 Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Communication Lines. If any or all of the Easement Area or the Communication Lines are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Communication Lines, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

6. **Covenants of Grantee.** Grantee, for itself, its grantees, and invitees, covenants and agrees it shall:

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the 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 and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

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

d) not interfere with any 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 and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, 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 (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 the Grantor liable for any violation thereof. Grantee shall promptly deliver to Grantor true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the Communication Lines, at its sole cost and expense, 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 used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by

Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Communication Lines;

h) after completion of any repair or replacement work with respect to the permitted use of the Easement Area (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, 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, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

7. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, 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 cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

8. **Condition of Easement Area; Indemnity.**

a) Grantee acknowledges that it (i) has physically inspected 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. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall hereby release, indemnify, defend, and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, agents, officers, directors, supervisors, servants, contractors, representatives, and employees (collectively, the "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its employees, contractors, agents, grantees, representatives, and invitees, and all of their officers, directors, employees, representatives and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its employees, contractors, agents, grantees and invitees and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its employees, contractors, agents, grantees, representatives, and invitees); (v) Grantee's failure to perform any obligations imposed hereunder, including, without limitation, the failure of any of Grantee's employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by

Grantee, its employees, contractors, agents, grantees, representatives, and invitees; (vii) liens by third parties arising out of Grantee's acts or omissions, or out of the acts or omissions of Grantee's employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its employees, contractors, agents, grantees, representatives, and invitees, to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Temporary Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

9. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and 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 Five Million Dollars (\$5,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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 non-contributory 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 shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

10. **Assignment.** Grantor may, at any time and in its sole discretion, assign, transfer or convey its rights hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Temporary Smart City at Flagler Ave and Hartzog Rd_sd

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 Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder 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.

11. **No Warranty; Entire Agreement.** Grantor makes no representations, statements, warranties, or agreements to Grantee in connection with this Temporary Easement Agreement or the Easement Area, other than as may be set forth herein. This Temporary Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Temporary Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Temporary Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's property arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

12. **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) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) 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
Facsimile: (407) 934-6200

With a copy to: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee: Smart City Solutions II, LLC
Post Office Box 22856
Lake Buena Vista, FL 32830-2856

13. **Counterparts.** This Temporary 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.

14. **Governing Law.** This Temporary Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

15. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Temporary Easement Agreement, or arising out of any matter pertaining to this Temporary Easement Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Smart City at Flagler Ave and Hartzog Rd_sd

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 Agreement.

16. **Binding Obligations.** This Temporary Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives.

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

18. **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 shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing.

19. **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, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably 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.

20. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

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

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

WITNESSES TO GRANTOR:

REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida

[Signature] (Signature)

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

SAMUEL A. DUKE (Print Name)

Dated: 6/21/21

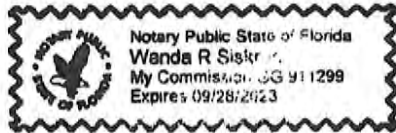
[Signature] (Signature)

Tina Graham (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of June, 2021, by **John H. Classe, Jr.**, as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public

Name typed, printed or stamped
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

[Signature] (Signature)
Stephen Presti (Print Name)
[Signature] (Signature)
Anthony Newman (Print Name)

SMART CITY SOLUTIONS II, LLC

By: [Signature] (Signature)
Carlos A. Palenzuela (Print Name)
Its: Vice President-Technology Services (Title)
Dated: 6/11/2021

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of June, 2021, by Carlos A. Palenzuela, as Vice President-Technology Services of Smart City Solutions II, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public
Jannice Marie Torres
Name typed, printed or stamped
My Commission Expires: 9/9/2022

EXHIBIT "A"

Temporary Easement Area

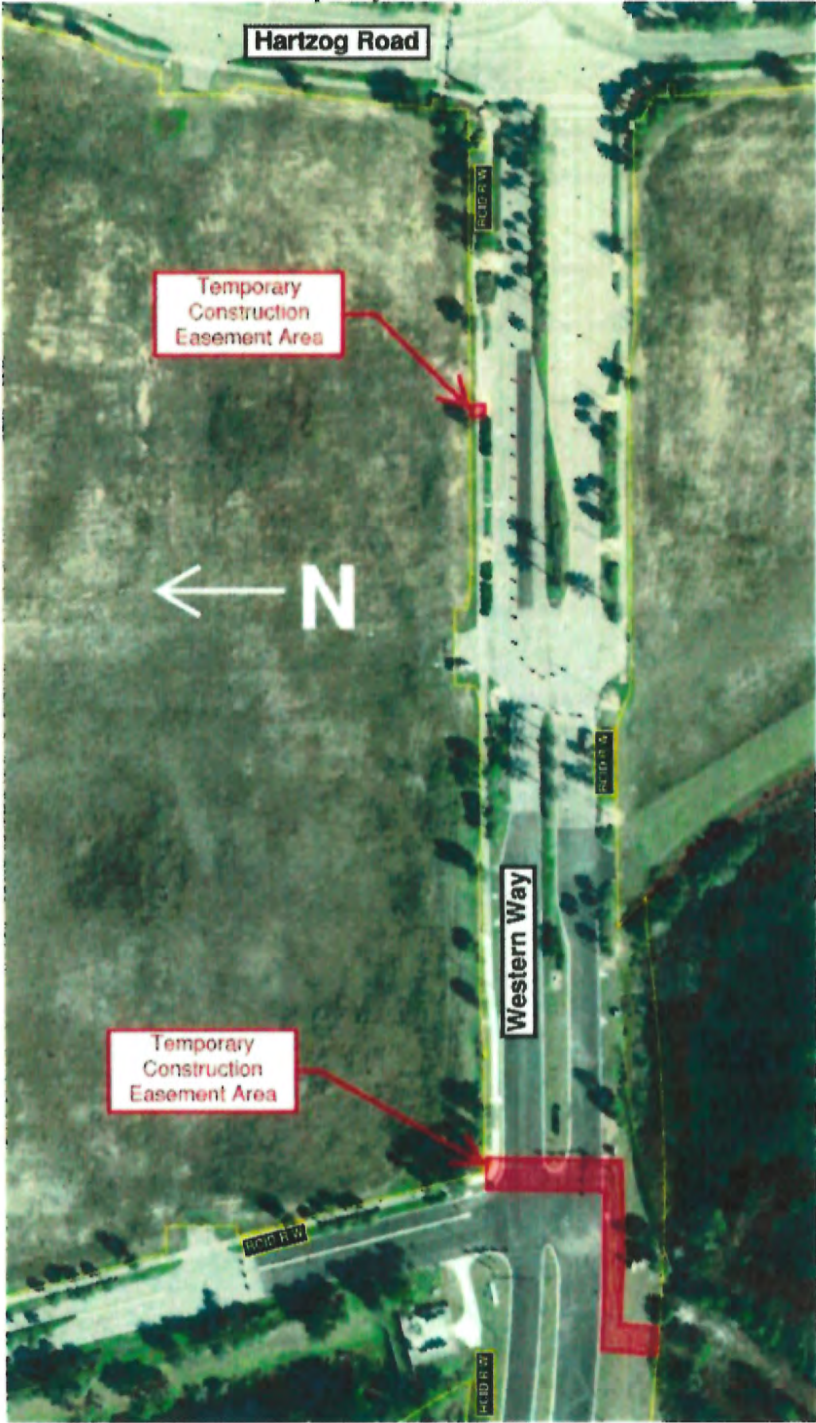


EXHIBIT "B"

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.
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 _____.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with RCID's construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID's contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "Law" or the "Laws", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:

15. Special Instructions:

16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless RCID and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use the right-of way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or RCID. Permittee shall cooperate with RCID in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to RCID. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no 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** _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

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

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) 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 _____, a _____, whose mailing address is _____ ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee owner of certain real property located in _____ County, Florida (the "Property"); and

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area"), for the purpose of: (i) _____ (the "_____"); and, in connection therewith (ii) access to and from the Easement Area, over and across adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the "permitted use"); 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 hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein 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 as set forth herein is abandoned (this "Easement") on, over, under and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement shall be used by Grantee (and its employees, contractors, and agents) for the permitted use of the Easement Area, together with the right of vehicular and pedestrian ingress and egress in connection therewith by Grantee and the aforesaid parties, to and from the Easement Area over and across public roads, alleys, sidewalks and such other portions of the Property as Grantor may designate from time to time (as hereinafter provided) and for no other purpose whatsoever. Grantee's rights in connection therewith 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 specify which portions of the Easement Area shall be used by Grantee for all or any portion of the _____ (and future facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion) and any temporary construction facilities on the Easement Area, and 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 _____ as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

Notwithstanding any provision in this Permanent Easement Agreement to the contrary, Grantee shall be required to obtain a Right-of-Way Permit from Grantor prior to initiating any work within the Easement Area or accessing any Easement Area. In the case of an emergency, oral notification to the Grantor describing the nature of the emergency and the work to be performed shall be acceptable prior to initiation of work and shall be followed within 72 hours with a request for a Right-of-Way Permit. In addition, Grantee shall be required to comply with all governmental permitting requirements, as now or hereafter may be enacted or amended, and shall be required to obtain all required permits prior to initiation of work within the Easement Area. Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across Grantor's Property is subject at all times to the strict compliance by Grantee, its employees, contractors, subcontractors, representatives, and agents, with all security provisions, rules and regulations of Grantor which may be in effect from time to time.

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

4. Grantor's Reservation of Rights. Subject to the rights created herein, 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 whatsoever not inconsistent with the rights herein granted, 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 unreasonably interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. 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 and adversely interfere with the purpose for which this Easement is granted;

b) after reasonable notice (except in circumstances of emergency), to temporarily interrupt Grantee's use of the Easement Area or the _____ from time to time, in order to repair, maintain, repave, construct on, or complete other activities on the Easement Area or the Property;

c) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof, 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. Grantor shall not assume any responsibility for the performance of any of Grantee's obligations hereunder, or any liability 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 _____ to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole 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 hereunder 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 Permanent 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 such subsequent agreement; or (ii) execute an amendment (in recordable form) to this Permanent Easement Agreement

amending the description of the Easement Area to reflect the designated location where the _____ are to be relocated. Grantee (at Grantee'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 Permanent Easement Agreement and the relocation, alteration or modification of the Easement Area or the _____, in whole or in part. If any or all of the Easement Area or the _____ are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the _____ and restore the Easement Area to the same condition existing at the time of the execution of this Permanent Easement Agreement, and commence use of the new location designated by Grantor; and

e) plat, replat or dedicate the Easement Area to the public.

5. **Covenants of Grantee.** Grantee, for itself, its grantees and invitees, 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 and adversely interfere with Grantee's permitted use of the Easement Area;

b) not interfere with or disturb any threatened or endangered plant or animal life on or under the Easement Area or the Property;

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

d) not interfere with any 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 and adversely interfere with Grantee's permitted use of the Easement Area;

e) comply at all times and in all respects with all present and future local, municipal, county, state, and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, 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 (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 pay all costs and expenses incurred with respect to compliance with this subparagraph;

f) operate, maintain, replace, and repair the _____, at its sole cost and expense, 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 used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's repair, replacement, maintenance, or operation of the _____;

h) after completion of any repair or replacement work with respect to the _____ (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, 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 shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 6, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision in this Permanent Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, 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 cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. **Condition of Easement Area; Indemnity.**

a) Grantee acknowledges that it (i) has physically inspected 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. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its grantees, invitees, employees, contractors, and agents. Grantee (for itself, its grantees, invitees, contractors, and agents and for those claiming by, through or under any of them) shall hereby release, indemnify, defend and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, the officers, directors, agents, employees and assigns (collectively, "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its grantees, invitees, employees, contractors, and agents, and all of their officers, directors, employees, representatives, and agents); (ii) Hazardous Materials Activities, spills or fire caused by Grantee, its employees, agents, contractors, or invitees, on, over, under, through or across the Easement Area or the Property; (iii) any activity, work or act committed, omitted, permitted or suffered by Grantee (its grantees, invitees, employees, contractors, and agents and any of their officers, directors, employees, representatives, and agents) or caused, in whole or in part, on or about the Easement Area or the Property; (iv) the negligent or willful acts or omissions of Grantee (its grantees, invitees, agents, employees, representatives, or contractors); (v) Grantee's failure to perform any obligations imposed hereunder; (vi) Grantee's use, operation, maintenance, or repair of the Easement Area; (vii) liens by third parties arising out of Grantee's acts or omissions; or (viii) Grantee's failure to abide by any applicable Laws existing or which may be enacted subsequent to the date of this Permanent Easement Agreement. Grantee shall cooperate with the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Permanent Easement Agreement, as to events which occurred prior to such expiration or termination.

b) If one or more of the Indemnitees become subject to any claim as to which Grantee is obligated to indemnify such Indemnitee or Indemnitees as aforesaid:

i) Such Indemnitee or Indemnitees and Grantor shall be entitled to approve selection of Grantee's counsel, which approval shall not be unreasonably withheld;

ii) Grantee shall promptly deliver to Grantor and such Indemnitee or Indemnitees copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor and such Indemnitee or Indemnitees of the progress and status of all developments in any litigation or proceeding; and

iii) any settlement or other resolution of any litigation or proceeding shall result in the full release, discharge and acquittal of Grantor and such Indemnitee or Indemnitees, without any obligation on the part of Grantor or such Indemnitee or Indemnitees to take or refrain from any action whatsoever.

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and 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 Five Million Dollars (\$5,000,000.00) 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 One Million Dollars (\$1,000,000.00) 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 non contributory 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 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 hereunder. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Permanent 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 Permanent Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Permanent Easement Agreement nor any interest herein or rights hereunder 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 Permanent Easement Agreement or the Easement Area, other than as Smart City at Flagler Ave and Hartzog Rd_sd

may be set forth herein. This Permanent Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Permanent Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein. Notwithstanding anything to the contrary set forth in this Permanent Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's _____, arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

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) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) 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
Facsimile: (407) 934-6200

With a copy to: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee: _____

Attn: _____
Facsimile: () _____

12. **Counterparts.** This Permanent 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 Permanent Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

14. **Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Permanent Easement Agreement, or arising out of any matter pertaining to this Permanent Easement Agreement, shall 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 Agreement.

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

16. **Construction of Agreement.** This Permanent Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Permanent Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Permanent Easement Agreement or considered in construing this Permanent 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 shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies 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, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably 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 herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area or the easement granted hereby.

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

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

WITNESSES TO GRANTOR:

REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida

_____ (Signature)

By: _____ (Signature)

_____ (Print Name)

John H. Classe, Jr., District Administrator

_____ (Signature)

Dated: _____

_____ (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

(Signature)

(Print Name)

By: _____ (Signature)

(Print Name)

(Signature)

(Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, as _____ of _____, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

EXHIBIT "A"

Description of Permanent Easement Area

EXHIBIT D

Financial Summary – World Drive North Phase II

September 29, 2021

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
Budget	\$ 61,000,000					
Hard Costs		\$ 43,248,229	\$ -	\$ 1,312,875	\$ -	\$ 44,561,104
Soft Costs		\$ 9,182,887	\$ 10,000	\$ 726,470	\$ -	\$ 9,919,357
TBD			\$ 10,000		\$ -	
TOTAL	\$ 61,000,000	\$ 52,431,116	\$ 10,000	\$ 2,039,345	\$ -	\$ 54,480,461

Percentage of Budget 89%

EXHIBIT D



EXHIBIT E

Financial Summary – World Drive North Phase III

September 29, 2021

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
Budget	\$ 101,500,000					
Hard Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Soft Costs CONSOR Engineers, LLC		\$ 2,635,303	\$ 24,485	\$ 422,218	\$ -	\$ 3,082,006
TOTAL	\$ 101,500,000	\$ 2,635,303	\$ 24,485	\$ 422,218	\$ -	\$ 3,082,006

Percentage of Budget 3%

EXHIBIT E



EXHIBIT F

Financial Summary – Osceola Parkway Improvements

September 29, 2021

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
Budget	\$ 132,980,000					
Hard Costs		\$ 106,884,641	\$ -	\$ 122,760	\$ -	\$ 107,007,401
Soft Costs CONSOR Engineers, LLC		\$ 25,761,934	\$ 4,864 \$ 4,864	\$ 88,710	\$ - \$ -	\$ 25,855,508
TOTAL	\$ 132,980,000	\$ 132,646,574	\$ 4,864	\$ 211,470	\$ -	\$ 132,862,908

Percentage of Budget 100%

EXHIBIT F



EXHIBIT G

Replacement of Switch Station 60 at the Wastewater Treatment Plant

RCID Authorized Funding					
Project	Initial Project Budget	Revised Project Budget	Previous Requests	This Request	Total Requests
WWTP Switch Station 60 Replacement					
Construction <i>Maddox Electric Company, Inc. (June 2020)</i> <i>Maddox Electric Company, Inc. CO #7 (September 2021)</i>	\$1,320,000	\$1,340,000	\$1,313,445	\$16,589	\$1,330,034
Design <i>Fred Wilson & Associates (August 2019)</i> <i>Fred Wilson & Associates CO#1 (November 2020)</i>	\$120,000	\$120,000	\$105,464 \$9,702		\$115,166
Owner Furnished Material <i>(June 2020)</i> <i>(September 2021)</i>	\$550,000	\$635,000	\$550,000	\$85,000	\$635,000
RCES Soft Costs <i>(August 2019)</i> <i>(June 2020)</i> <i>(September 2021)</i>	\$260,000	\$320,000	\$40,000 \$260,000	\$20,000	\$320,000
Contingency <i>(June 2020)</i> <i>(September 2021)</i>	\$132,000	\$135,000	\$131,345	\$1,659	\$133,003
Total	\$2,382,000	\$2,550,000	\$2,409,956	\$123,248	\$2,533,203



EXHIBIT H

Financial Summary – District-Wide DMS & Fiber

September 29, 2021

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
Budget	\$ 8,000,000					
Hard Costs		\$ 1,097,611	\$ 2,633,218	\$ 100,822	\$ 263,322	\$ 4,094,973
Superior Construction Company Southeast			\$ 2,633,218		\$ 263,322	
Soft Costs		\$ 213,674	\$ -	\$ 5,921	\$ -	\$ 219,596
TOTAL	\$ 8,000,000	\$ 1,311,285	\$ 2,633,218	\$ 106,744	\$ 263,322	\$ 4,314,569

Percentage of Budget 54%

EXHIBIT H



EXHIBIT I

SECOND AMENDMENT TO UTILITY REIMBURSEMENT AGREEMENT
(WESTERN WAY EXTENSION UTILITY DESIGN AND INSTALLATION)

THIS SECOND AMENDMENT TO UTILITY REIMBURSEMENT AGREEMENT (this "Amendment") is made and entered into effective as of the ___ day of _____, 2021 (the "**Effective Date**"), by and between **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation whose mailing address is Post Office Box 10000, Lake Buena Vista, Florida 32830 ("**Disney**"), and **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 ("**RCID**"). Disney and RCID may sometimes be referred to collectively as the "**Parties**".

WITNESSETH:

WHEREAS, Disney is the master developer of a restaurant, hotel and retail development located along Western Way in close proximity to the Western Beltway (S.R. 429) in Southwest Orange County and within the jurisdictional boundaries of RCID, such project being known as **FLAMINGO CROSSINGS®** Town Center ("**Flamingo Crossings**"); and

WHEREAS, Flamingo Crossings is intended to include third-party owned and operated hotels, restaurants, retail and third-party multi-family housing intended for occupancy by participants in the Disney college intern program; and

WHEREAS, pursuant to the Reimbursement Agreement between Disney and RCID having an effective date of March 1, 2019, as amended by that certain First Amendment To Reimbursement Agreement (the "**First Amendment**") having an effective date of July 24, 2021 (collectively, the "**Reimbursement Agreement**"), RCID agreed to (i) solicit bids for, and award contracts to, contractors for design, installation and construction of the Western Way Extension Utilities (as defined in the Reimbursement Agreement) and the Western Way Extension Signal (as defined in the First Amendment), and (ii) supervise and manage all such work in exchange for Disney paying for all such work; and

WHEREAS, in addition to the work described in the Reimbursement Agreement, development in Flamingo Crossings will also require work and temporary improvements (the "**Temporary Improvements**") during the construction of the two (2) pedestrian bridges at Flamingo Crossings, including, without limitation, the installation, maintenance and removal of temporary pedestrian traffic signage and pavement markings; and

NOW, THEREFORE, for in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Reimbursement Agreement as follows:

1. **Recitals; Defined Terms.** The foregoing recitals are true and correct and are incorporated herein by reference. Unless otherwise expressly set forth herein, any capitalized terms used in this Amendment shall have the same meanings assigned to them in the Reimbursement Agreement.

2. **Construction Contract Bidding and Award.** In addition to the Western Way Extension Utilities and the Western Way Extension Signal, RCID shall be responsible for the construction, installation and removal of the Temporary Improvements. RCID shall solicit and obtain bids from experienced, reputable general contractors, evaluate the bids and award the contract to the winning bidder (the "**Temporary Improvements Contractor**") in accordance with RCID' s standard procurement and contract practices and procedures. The contract (the "**Temporary Improvements Contract**") will include all of the contracting requirements included in RCID's standard construction contracts, including, without limitation, the requirement for the Temporary Improvements Contractor to provide partial and final lien releases, payment/performance bonds, insurance and indemnification, etc. RCID shall require that the Temporary Improvements Contractor indemnifies Disney to the same extent it indemnifies RCID.

3. **Construction Supervision.** In addition to the supervision of the installation of the Western Way Extension Utilities and the Western Way Extension Signal, RCID shall supervise the Temporary Improvements Contractor to ensure that the work is performed to RCID standards.

4. **Payment by Disney.** In addition to paying for the Western Way Extension Utilities and the Western Way Extension Signal, Disney shall also pay for the Temporary Improvements in accordance with the following procedure. The Temporary Improvements Contract shall provide for periodic (e.g., monthly) Payment Applications to RCID from the Temporary Improvements Contractor for work performed to date, together with appropriate documentation substantiating completion of the work for which payment is requested. RCID will review each Payment Application in accordance with RCID's standard review process, including verifying work completed, verifying accurate billing math and appropriate lien releases received. Upon approval by RCID, as evidenced by signature by the appropriate representative of RCID on the Payment Application, the approved Payment Application shall be forwarded to Disney and, within a period of time mutually agreed upon by the Parties, Disney will issue and deliver to RCID or, at RCID's election, to the Temporary Improvements Contractor, a check in the amount set forth in the approved Payment Application, minus appropriate retainage. Upon full and final completion of installation and removal of the Temporary Improvements, delivery of the final Payment Application and other appropriate close-out documentation to RCID from the Temporary Improvements Contractor, and RCID's approval, and delivery to Disney, of the final Payment Application, Disney shall issue and deliver to RCID or, at RCID's election, to the Temporary Improvements Contractor, a final check in the amount set forth in the approved Payment Application plus any final retainage due. The Temporary Improvements Contract will contain an appropriate amount of retainage, a pro-rata portion of which shall be deducted from each Payment Application. In addition to Disney's obligation to pay the Temporary Improvements Contractor, and upon delivery by RCID to Disney of documentation reasonably acceptable to Disney substantiating the RCID Contract Management Services performed by RCID employees, which shall identify the specific employee, the amount of hours the employee dedicated to these services and the reasonable hourly rate identified by RCID (and agreed to by Disney) for such employees' services, Disney shall pay RCID for such RCID Contract Management Services within thirty (30) days thereafter.

5. **Ratification.** Except as otherwise amended pursuant to this Amendment, the Reimbursement Agreement remains unchanged, is hereby ratified, and shall continue to be in full force and effect and binding upon the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment effective as of the Effective Date.

**WALT DISNEY PARKS AND RESORTS U.S.,
INC.,** a Florida corporation

By: _____
Print Name: _____
Title: _____
Date: _____

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation and public body corporate and
politic of the State of Florida

By: _____
John H. Classe, Jr., District Administrator
Date: _____

EXHIBIT J

RESOLUTION NO. 630

WHEREAS, the Reedy Creek Improvement District intends to levy the FY2022 millage rate of 13.5741 dollars per one-thousand dollars of assessed valuation; and

WHEREAS, Section 200.065, Florida Statutes requires that a resolution levying a millage rate be approved by the taxing authority; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation has been certified by the County Property Appraisers to Reedy Creek Improvement District as \$12,590,211,455; and

WHEREAS, the Reedy Creek Improvement District has, in accordance with Section 200.065) Florida Statutes,

1. Held a public hearing on September 15, 2021 for the purpose of adopting a tentative millage rate and budget; and
2. Advertised its intent to finally adopt a millage rate and budget; and
3. Held a public hearing on September 29, 2021 for the purpose of receiving comments regarding the final millage rate.

NOW, THEREFORE BE IT RESOLVED, that the Reedy Creek Improvement District, through its Board of Supervisors, hereby levies an operating millage rate of 8.6641 dollars per one thousand dollars of assessed value for FY 2022, which is 15.90% more than the rolled-back rate of 7.4757 computed pursuant to Florida Statutes 200.065; and

BE IT FURTHER RESOLVED, that the Reedy Creek Improvement District, through its Board of Supervisors, hereby levies a debt service millage rate of 4.9100 dollars per one thousand dollars of assessed value for FY 2022 thereby levying a total millage rate of 13.5741 dollars per one-thousand dollars of assessed value for the FY 2022.

BE IT FURTHER RESOLVED by the Board of Supervisors of the Reedy Creek Improvement District assembled in regular session this 29th day of September 2021 that this Resolution be spread in full upon the minutes of this meeting.

President, Board of Supervisors

ATTEST:

Secretary, Board of Supervisors

EXHIBIT K

RESOLUTION NO. 631

WHEREAS, the Reedy Creek Improvement District intends to adopt the FY2022 budget; and

WHEREAS, Section 200.065, Florida Statutes requires that a resolution adopting a budget be approved by the taxing authority; and

WHEREAS, the Reedy Creek Improvement District set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2022 in the amount of \$199,863,790; and

WHEREAS, the Reedy Creek Improvement District has, in accordance with Section 200.065) Florida Statutes,

1. Held a public hearing on September 15, 2021 for the purpose of adopting a tentative millage rate and budget; and
2. Advertised its intent to finally adopt a millage rate and budget; and
3. Held a public hearing on September 29, 2021 for the purpose of receiving comments regarding the proposed millage rate and budget.

NOW, THEREFORE BE IT RESOLVED, that the Reedy Creek Improvement District, through its Board of Supervisors, hereby adopts the budget for the FY 2022.

BE IT FURTHER RESOLVED by the Board of Supervisors of the Reedy Creek Improvement District assembled in regular session this 29th day of September 2021 that this Resolution be spread in full upon the minutes of this meeting.

President, Board of Supervisors

ATTEST:

Secretary, Board of Supervisors



Since 1967
Reedy Creek
IMPROVEMENT DISTRICT

**FINAL OPERATING BUDGET
FY 2022**

**ANNUAL BUDGET
GENERAL AND DEBT SERVICE FUNDS
FISCAL YEAR 2022**

	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
REVENUES			
Ad valorem taxes	148,465,891	145,916,103	164,064,758
Interest Income	225,500	158,871	225,500
Permits & fees	3,750,000	2,767,560	3,750,000
Lab fees	175,000	143,246	175,000
Interlocal Agreements	-	-	447,000
Other	350,000	396,875	350,000
Total revenues	152,966,391	149,382,655	169,012,258
OPERATING EXPENDITURES			
Labor	51,147,164	49,144,897	53,572,597
Other Expense	48,708,384	40,999,229	62,070,443
Capital Outlay	3,424,900	1,648,686	3,672,900
Total operating expenditures	103,280,448	91,792,812	119,315,940
NET OPERATING EXCESS (DEFICIENCY)	49,685,943	57,589,843	49,696,318
NON-OPERATING SOURCES AND USES			
Transfer in from Drainage Reserve	(260,000)	(260,000)	(1,460,000)
Debt Service	58,527,804	58,527,419	58,530,160
Property Appraiser Settlements	6,000,000	5,985,675	-
Insurance	2,300,000	2,099,949	2,350,000
Net non-operating sources and uses	66,567,804	66,353,043	59,420,160
Total expenditures	169,848,252	158,145,855	178,736,100
NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(16,881,861)	(8,763,200)	(9,723,842)
BEGINNING FUND BALANCE	41,029,958	39,614,732	30,851,532
ENDING FUND BALANCE	24,148,097	30,851,532	21,127,690
MILLAGE RATE			
General Operating	6.8467	6.8467	8.6641
Debt Service	4.2962	4.2962	4.9100
Total millage rate	11.1429	11.1429	13.5741
TOTAL RCID ASSESSED VALUE	13,878,959,518	13,703,811,727	12,590,211,455
		1 MILL =	12,086,603
PERSONNEL			
Management	47	47	48
Clerical	17	17	17
Departmental operating	326	299	312
Open requisitions	0	27	0
Other Funding Sources	5	5	5
Total personnel	395	395	382

**REEDY CREEK IMPROVEMENT DISTRICT
ANNUAL BUDGET
FISCAL YEAR 2022**

	GENERAL FUND			DEBT SERVICE FUND			TOTAL		
	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
REVENUES									
Ad valorem taxes	91,224,135	89,663,541	104,719,537	57,241,756	56,252,562	59,345,221	148,465,891	145,916,103	164,064,758
Interest Income	158,000	105,629	158,000	67,500	53,242	67,500	225,500	158,871	225,500
Permits & fees	3,750,000	2,767,560	3,750,000	-	-	-	3,750,000	2,767,560	3,750,000
Lab fees	175,000	143,246	175,000	-	-	-	175,000	143,246	175,000
Interlocal Agreements	-	-	447,000	-	-	-	-	-	447,000
Other	350,000	396,875	350,000	-	-	-	350,000	396,875	350,000
Total revenues	95,657,135	93,076,851	109,599,537	57,309,256	56,305,804	59,412,721	152,966,391	149,382,655	169,012,258
OPERATING EXPENDITURES									
Labor	51,147,164	49,144,897	53,572,597	-	-	-	51,147,164	49,144,897	53,572,597
Other Expense	48,708,384	40,999,229	62,070,443	-	-	-	48,708,384	40,999,229	62,070,443
Capital Outlay	3,424,900	1,648,686	3,672,900	-	-	-	3,424,900	1,648,686	3,672,900
Total operating expenditures	103,280,448	91,792,812	119,315,940	-	-	-	103,280,448	91,792,812	119,315,940
NET OPERATING EXCESS (DEFICIENCY)	(7,623,313)	1,284,039	(9,716,403)	57,309,256	56,305,804	59,412,721	49,685,943	57,589,843	49,696,318
NON-OPERATING SOURCES AND USES									
Debt Service	-	-	-	58,527,804	58,527,419	58,530,160	58,527,804	58,527,419	58,530,160
Drainage reserves	(260,000)	(260,000)	(1,460,000)	-	-	-	(260,000)	(260,000)	(1,460,000)
Property Appraiser Settlements	6,000,000	5,985,675	-	-	-	-	6,000,000	5,985,675	-
Insurance	2,300,000	2,099,949	2,350,000	-	-	-	2,300,000	2,099,949	2,350,000
Net non-operating sources and uses	8,040,000	7,825,624	890,000	58,527,804	58,527,419	58,530,160	66,567,804	66,353,043	59,420,160
Total expenditures	111,320,448	99,618,436	120,205,940	58,527,804	58,527,419	58,530,160	169,848,252	158,145,855	178,736,100
NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(15,663,313)	(6,541,585)	(10,606,403)	(1,218,548)	(2,221,615)	882,561	(16,881,861)	(8,763,200)	(9,723,842)
BEGINNING FUND BALANCE	38,388,694	37,164,964	30,623,379	2,641,264	2,449,768	228,153	41,029,958	39,614,732	30,851,532
ENDING FUND BALANCE	22,725,381	30,623,379	20,016,976	1,422,716	228,153	1,110,715	24,148,097	30,851,532	21,127,691
MILLAGE RATE									
General Operating	6.8467	6.8467	8.6641	-	-	-	6.8467	6.8467	8.6641
Debt Service	-	-	-	4.2962	4.2962	4.9100	4.2962	4.2962	4.9100
Total millage rate	6.8467	6.8467	8.6641	4.2962	4.2962	4.9100	11.1429	11.1429	13.5741
TOTAL RCID ASSESSED VALUE									
								1 MILL =	12,086,603
PERSONNEL									
Management	47	47	48				47	47	48
Clerical	17	17	17				17	17	17
Departmental operating	326	299	312				326	299	312
Open requisitions	0	27	0				0	27	0
Other Funding Sources	5	5	5				5	5	5
Total personnel	395	395	382				395	395	382

**ANNUAL BUDGET
GENERAL FUND
FISCAL YEAR 2022**

	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
REVENUES			
Ad valorem taxes	91,224,135	89,663,541	104,719,537
Interest Income	158,000	105,629	158,000
Permits & fees	3,750,000	2,767,560	3,750,000
Lab fees	175,000	143,246	175,000
Intergovernmental Revenue	-	-	447,000
Other	350,000	396,875	350,000
Total revenues	<u>95,657,135</u>	<u>93,076,851</u>	<u>109,599,537</u>
OPERATING EXPENDITURES			
Labor	51,147,164	49,144,897	53,572,597
Other Expense	48,708,384	40,999,229	62,070,443
Capital Outlay	3,424,900	1,648,686	3,672,900
Total operating expenditures	<u>103,280,448</u>	<u>91,792,812</u>	<u>119,315,940</u>
NET OPERATING EXCESS (DEFICIENCY)	(7,623,313)	1,284,039	(9,716,403)
NON-OPERATING SOURCES AND USES			
Drainage reserves	(260,000)	(260,000)	(1,460,000)
Property Appraiser Settlements	6,000,000	5,985,675	-
Insurance	2,300,000	2,099,949	2,350,000
Net non-operating sources and uses	<u>8,040,000</u>	<u>7,825,624</u>	<u>890,000</u>
NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(15,663,313)	(6,541,585)	(10,606,403)
BEGINNING FUND BALANCE	38,388,694	37,164,964	30,623,379
ENDING FUND BALANCE	<u>22,725,381</u>	<u>30,623,379</u>	<u>20,016,976</u>
ENDING FUND BALANCE DETAIL			
Reserve for Prop Appr Settlements	-	-	4,000,000
Fund Balance Minimum	16,000,000	16,000,000	16,000,000
Available Fund Balance	6,725,381	14,623,379	16,976
ENDING FUND BALANCE	<u>22,725,381</u>	<u>30,623,379</u>	<u>20,016,976</u>
MILLAGE RATE			
General Operating	6.8467	6.8467	8.6641
TOTAL RCID ASSESSED VALUE			
	13,878,969,518	13,703,811,727	12,590,211,455
		1 MILL =	12,086,603
PERSONNEL			
Management	47	47	48
Clerical	17	17	17
Departmental operating	326	299	312
Open requisitions	0	27	0
Other Funding Sources	5	5	5
Total personnel	395	395	382

**ANNUAL BUDGET
DEBT SERVICE FUND
FISCAL YEAR 2022**

	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
REVENUES			
Ad valorem taxes	57,241,756	56,252,562	59,345,221
Interest Income	67,500	53,242	67,500
	57,309,256	56,305,804	59,412,721
NON-OPERATING TRANSFERS AND EXPENDITURES			
Debt Service			
2013-A	13,683,000	13,683,000	13,682,000
2013-B	4,819,550	4,819,550	4,821,100
2015-A	2,142,000	2,142,000	2,138,000
2016-A	10,208,000	10,208,000	10,209,000
2017-A	15,410,700	15,410,700	15,412,950
2020-A	12,248,554	12,248,554	12,251,110
Property Appr Settlements		-	-
Other Debt Service Costs	16,000	15,615	16,000
Total non-operating transfers and expenditures	58,527,804	58,527,419	58,530,160
NON-OPERATING SOURCES AND USES			
Issue Costs	-	-	-
Bond Proceeds	-	-	-
Payments to Escrow Agents	-	-	-
Total expenditures	58,527,804	58,527,419	58,530,160
NET EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(1,218,548)	(2,221,615)	882,561
BEGINNING FUND BALANCE	2,641,264	2,449,768	228,153
ENDING FUND BALANCE	1,422,716	228,153	1,110,715
ENDING FUND BALANCE DETAIL			
Reserve for Prop Appr Settlements	-	-	-
Fund Balance Minimum	1,000,000	1,000,000	1,000,000
Available Fund Balance	422,716	(771,847)	110,715
ENDING FUND BALANCE	1,422,716	228,153	1,110,715
MILLAGE RATE			
Debt Service	4.2962	4.2962	4.9100
TOTAL RCID ASSESSED VALUE	13,878,959,518	13,703,811,727	12,590,211,455
		1 MILL =	12,086,603

**REEDY CREEK IMPROVEMENT DISTRICT
FY 2022 BUDGET SUMMARY**

ANNUAL BUDGET	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
LABOR			
Management	9,155,028	8,868,795	10,123,319
Clerical	1,284,994	1,327,811	1,328,840
Departmental operating	39,707,142	37,948,289	41,120,434
OPEB Contribution	1,000,000	1,000,000	1,000,000
Total labor	51,147,164	49,144,897	53,572,593
OTHER EXPENDITURES			
Advertising	15,000	14,112	18,340
Dues & subscriptions	68,079	63,765	95,363
Employee relations	2,978,900	2,802,409	3,266,700
Equipment rentals	433,900	377,410	428,500
Gas, oil & accessories	245,800	184,515	269,000
Laundry and cleaning	54,700	46,832	-
Licenses & permits	31,240	21,808	29,240
Office mat'l & supplies	51,300	25,560	52,800
Operating supplies	2,851,932	2,319,648	3,178,250
Outside services & fees	16,233,792	15,745,305	17,211,782
Postage	12,850	12,070	12,950
Professional services	2,330,441	1,875,564	2,533,941
Publicity and promotion	50,000	30,993	50,000
Rent			
Repairs & maintenance	20,423,850	15,192,186	31,630,082
Telephone	671,365	629,127	851,710
Travel & business	222,185	53,036	261,185
Utilities	1,531,050	1,192,315	1,563,600
Wardrobe	502,000	412,574	467,000
Total other expenditures	48,708,384	40,999,229	62,070,443
CAPITAL OUTLAY	3,424,900	1,648,686	3,672,900
TOTAL OPERATING EXPENDITURES	103,280,448	91,792,812	119,315,936
PERSONNEL			
Management	47	47	48
Clerical	17	17	17
Departmental operating	326	299	312
Open requisitions		27	
Other Funding Sources	5	5	5
Total personnel	395	395	382

REEDY CREEK IMPROVEMENT DISTRICT

FY 2021 BUDGETED EXPENDITURES

	ADMIN	FINANCE	HUMAN RESOURCES	BLDG & SAFETY	FIRE DEPT	ENVIRON SERVICES	INFORMATION TECHNOLOGY	CONT & CONST MGMT	FACILITIES OPER & MAINT	DRAINAGE	PLAN & ENG	COMM & RECORDS	TOTAL
ANNUAL BUDGET													
Management	846,678	466,084	234,450	498,778	4,783,519	595,572	265,379	265,809	726,795	-	293,683	178,280	9,155,028
Clerical	91,891	210,257	65,080	510,558	121,966	74,543	-	74,545	62,099	-	74,055	-	1,284,994
Departmental operating	112,552	329,354	556,125	3,800,659	26,550,191	2,945,355	1,800,951	329,001	1,281,683	-	1,884,512	116,759	39,707,142
OPEB Contribution	15,190	30,380	20,253	113,924	587,342	-	37,974	12,658	58,228	-	124,051	-	1,000,000
Total labor	1,066,311	1,036,075	875,908	4,923,919	32,043,018	3,615,470	2,104,304	682,013	2,128,805	-	2,376,301	295,039	51,147,164
OTHER EXPENSE													
Advertising	7,500	-	7,500	-	-	-	-	-	-	-	-	-	15,000
Dues & subscriptions	15,000	4,500	6,319	15,000	10,300	1,800	7,025	2,500	1,200	-	4,000	435	68,079
Employee relations	2,545,000	1,500	93,500	6,700	275,000	6,200	36,700	1,000	11,500	-	1,800	-	2,978,900
Equipment rentals	7,000	-	-	-	17,000	3,400	110,500	-	295,600	-	400	-	433,900
Gas, oil & accessories	-	-	-	-	-	-	-	-	245,800	-	-	-	245,800
Laundry and cleaning	-	-	-	-	-	-	-	-	54,700	-	-	-	54,700
Licenses & permits	-	-	-	5,000	3,500	17,000	-	-	-	-	5,740	-	31,240
Office mat'l & supplies	5,000	1,300	2,500	6,000	13,000	10,000	3,500	2,000	4,500	-	3,500	-	51,300
Operating supplies	12,000	37,500	26,500	39,500	1,099,182	811,500	154,000	5,250	549,000	85,500	31,000	1,000	2,851,932
Outside services & fees	80,000	271,100	93,948	80,000	178,900	255,700	2,000	-	14,768,244	360,000	103,000	40,900	16,233,792
Postage	8,000	500	1,000	500	1,000	1,000	150	600	-	-	100	-	12,850
Professional services	750,000	115,250	-	10,000	-	-	568,000	-	-	-	737,191	150,000	2,330,441
Publicity and promotion	50,000	-	-	-	-	-	-	-	-	-	-	-	50,000
Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs & maintenance	-	-	-	-	937,250	86,500	1,282,500	-	6,295,900	1,090,000	10,731,700	-	20,423,850
Telephone	35,000	6,000	3,600	17,000	236,000	18,000	329,000	-	6,765	-	20,000	-	671,365
Travel & business	22,500	19,435	3,700	43,900	70,050	12,400	32,200	1,000	6,500	-	8,000	2,500	222,185
Utilities	65,000	-	-	-	180,000	95,000	-	-	1,191,000	-	50	-	1,531,050
Wardrobe	-	-	-	-	-	-	-	-	502,000	-	-	-	502,000
Total other expenditures	3,602,000	457,085	238,567	223,800	3,021,182	1,318,500	2,525,577	12,350	23,932,709	1,535,500	11,646,481	194,835	48,708,384
CAPITAL OUTLAY	-	-	-	-	1,470,400	6,500	1,789,000	-	159,000	-	-	-	3,424,900
TOTAL DEPARTMENT	4,668,311	1,493,160	1,114,475	5,147,519	36,534,600	4,940,470	6,418,879	694,363	26,220,514	1,535,500	14,022,782	489,874	103,280,448
PERSONNEL													
Management	2	2	1	2	29	3	1	1	4	-	1	1	47
Clerical	1	3	1	7	1	1	-	1	1	-	1	-	17
Departmental operating	1	3	6	36	201	29	14	3	18	-	14	1	326
Open requisitions	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Funding Sources	-	5	-	-	-	-	-	-	-	-	-	-	5
Total personnel	4	13	8	45	231	33	15	5	23	-	16	2	395

REEDY CREEK IMPROVEMENT DISTRICT

FY 2021 PROJECTED ACTUAL

	ADMIN	FINANCE	HUMAN RESOURCES	BLDG & SAFETY	FIRE DEPT	ENVIRON SERVICES	INFORMATION TECHNOLOGY	CONT & CONST MGMT	FACILITIES OPER & MAINT	DRAINAGE	PLAN & GIS	COMM RECORDS	TOTAL
ANNUAL BUDGET													
Management	879,687	481,951	232,821	476,564	4,468,515	629,548	271,562	281,982	634,680	-	331,004	180,481	8,868,795
Clerical	98,950	239,419	131,438	509,906	76,031	77,495	-	62,297	65,744	-	66,531	-	1,327,811
Departmental operating	118,455	373,837	460,358	3,828,215	25,189,266	2,804,154	1,508,617	400,592	1,249,413	-	1,893,308	122,074	37,948,289
OPEB Contribution	15,188	30,380	20,253	113,924	587,346	-	37,974	12,658	58,228	-	124,051	-	1,000,000
Total labor	1,112,280	1,125,587	844,870	4,928,609	30,321,158	3,511,197	1,818,153	757,529	2,008,065	-	2,414,894	302,555	49,144,897
OTHER EXPENSE													
Advertising	6,493	-	7,619	-	-	-	-	-	-	-	-	-	14,112
Dues & subscriptions	18,205	5,213	6,256	11,359	10,059	753	6,233	267	1,462	-	3,457	501	63,765
Employee relations	2,441,549	1,490	75,149	5,729	226,422	3,169	41,775	750	4,976	-	1,400	-	2,802,409
Equipment rentals	2,999	-	-	-	13,753	3,458	72,281	150	284,769	-	-	-	377,410
Gas, oil & accessories	-	-	-	-	-	-	-	-	184,515	-	-	-	184,515
Laundry and cleaning	-	-	-	-	-	-	-	-	46,832	-	-	-	46,832
Licenses & permits	-	-	-	3,713	1,850	10,505	-	-	-	-	5,740	-	21,808
Office mat'l & supplies	885	3,066	956	3,454	6,493	6,173	693	2,058	1,058	-	708	16	25,560
Operating supplies	4,834	15,514	10,774	27,040	840,659	704,563	168,697	392	426,297	98,846	21,939	93	2,319,648
Outside services & fees	32,460	255,094	89,551	65,815	142,122	123,775	-	-	14,626,939	326,060	55,956	27,533	15,745,305
Postage	6,165	1,148	9	469	1,824	1,976	-	424	-	-	55	-	12,070
Professional services	827,653	105,750	-	-	-	-	245,061	-	-	-	567,651	129,449	1,875,564
Publicity and promotion	30,993	-	-	-	-	-	-	-	-	-	-	-	30,993
Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs & maintenance	-	-	-	-	945,322	68,647	1,482,700	-	5,486,649	529,537	6,679,331	-	15,192,186
Telephone	36,781	4,437	1,329	12,196	204,297	18,570	334,480	-	4,056	-	12,981	-	629,127
Travel & business	19,986	3,959	1,879	10,115	7,314	3,731	753	940	1,504	-	2,545	310	53,036
Utilities	76,196	-	-	-	177,440	81,971	-	-	856,660	-	48	-	1,192,315
Wardrobe	-	-	-	-	-	-	-	-	412,574	-	-	-	412,574
Total other expenditures	3,505,199	395,671	193,522	139,890	2,577,655	1,027,291	2,352,673	4,981	22,338,291	954,443	7,351,811	157,902	40,999,229
CAPITAL OUTLAY	-	-	-	-	600,840	6,399	928,506	-	112,941	-	-	-	1,648,686
TOTAL DEPARTMENT	4,617,479	1,521,258	1,038,392	5,068,499	33,499,553	4,544,887	5,099,332	762,510	24,459,297	954,443	9,766,705	460,457	91,792,812
PERSONNEL													
Management	1	2	1	2	30	3	1	1	4	-	1	1	47
Clerical	1	3	1	7	1	1	-	1	1	-	1	-	17
Departmental operating	1	3	6	35	183	26	10	3	18	-	13	1	299
Open requisitions	1	-	-	1	17	3	4	-	-	-	1	-	27
Other Funding Sources	-	5	-	-	-	-	-	-	-	-	-	-	5
Total personnel	4	13	8	45	231	33	15	5	23	-	16	2	395

REEDY CREEK IMPROVEMENT DISTRICT

FY 2022 BUDGETED EXPENDITURES

	<u>ADMIN</u>	<u>FINANCE</u>	<u>HUMAN RESOURCES</u>	<u>BLDG & SAFETY</u>	<u>FIRE DEPT</u>	<u>ENVIRON SERVICES</u>	<u>INFORMATION TECHNOLOGY</u>	<u>PROCUREMENT</u>	<u>FACILITIES OPER & MAINT</u>	<u>DRAINAGE</u>	<u>PLAN & ENG</u>	<u>COMM RECORDS</u>	<u>TOTAL</u>
ANNUAL BUDGET													
Management	778,011	552,366	281,301	577,571	5,301,052	679,105	323,833	321,146	757,003	-	357,687	194,244	10,123,319
Clerical	98,643	233,948	78,012	545,449	76,316	76,316	-	76,316	64,526	-	79,314	-	1,328,840
Departmental operating	120,530	430,933	670,501	3,985,992	26,605,272	3,133,579	1,924,213	444,264	1,594,295	-	2,055,832	155,023	41,120,434
OPEB Contribution	15,190	30,380	20,253	113,924	587,632	-	37,684	12,658	58,228	-	124,051	-	1,000,000
Total labor	1,012,374	1,247,627	1,050,067	5,222,936	32,570,272	3,889,000	2,285,730	854,384	2,474,052	-	2,616,884	349,267	53,572,593
OTHER EXPENSE													
Advertising	7,500	-	10,000	-	-	-	-	-	-	-	-	840	18,340
Dues & subscriptions	15,000	6,000	6,538	15,000	10,300	2,000	6,525	2,500	2,500	-	4,000	25,000	95,363
Employee relations	2,770,000	2,000	150,300	6,700	275,000	5,200	36,500	4,000	15,300	-	1,700	-	3,266,700
Equipment rentals	7,000	-	-	-	17,500	3,400	101,500	-	298,250	-	850	-	428,500
Gas, oil & accessories	-	-	-	-	-	-	-	-	269,000	-	-	-	269,000
Laundry and cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-
Licenses & permits	-	-	-	5,000	1,500	17,000	-	-	-	-	5,740	-	29,240
Office mat'l & supplies	5,000	1,300	2,500	6,000	13,000	9,000	2,500	2,000	4,500	-	6,000	1,000	52,800
Operating supplies	12,000	8,500	62,300	39,500	1,146,500	838,000	316,200	5,250	583,500	85,500	31,000	50,000	3,178,250
Outside services & fees	90,000	286,400	128,500	80,000	187,500	205,800	2,000	-	15,779,582	355,000	97,000	-	17,211,782
Postage	8,000	500	1,000	500	1,000	1,100	150	600	-	-	100	-	12,950
Professional services	850,000	85,250	-	10,000	-	-	597,000	-	-	-	946,691	45,000	2,533,941
Publicity and promotion	50,000	-	-	-	-	-	-	-	-	-	-	-	50,000
Rent	-	-	-	-	-	-	-	-	-	-	-	150,000	150,000
Repairs & maintenance	-	-	-	-	915,337	80,500	1,529,936	-	7,460,083	2,064,400	19,579,826	-	31,630,082
Telephone	-	-	-	-	-	-	844,000	-	-	-	-	7,710	851,710
Travel & business	22,500	10,500	19,985	43,850	73,700	28,300	30,700	1,000	7,600	-	23,050	-	261,185
Utilities	65,000	-	-	-	182,000	95,000	-	-	1,221,500	-	100	-	1,563,600
Wardrobe	-	-	-	-	-	-	-	-	467,000	-	-	-	467,000
Total other expenditures	3,902,000	400,450	381,123	206,550	2,823,337	1,285,300	3,467,011	15,350	26,108,815	2,504,900	20,696,057	279,550	62,070,443
CAPITAL OUTLAY													
	-	-	-	-	1,648,900	36,000	1,739,000	-	249,000	-	-	-	3,672,900
TOTAL DEPARTMENT	4,914,374	1,648,077	1,431,190	5,429,486	37,042,509	5,210,300	7,491,741	869,734	28,831,867	2,504,900	23,312,941	628,817	119,315,936
PERSONNEL													
Management	2	2	1	2	30	3	1	1	4	-	1	1	48
Clerical	1	3	1	7	1	1	-	1	1	-	1	-	17
Departmental operating	1	3	6	34	188	29	14	4	18	-	14	1	312
Open requisitions	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Funding Sources	-	5	-	-	-	-	-	-	-	-	-	-	5
Total personnel	4	13	8	43	219	33	15	6	23	-	16	2	382

ADMINISTRATION

	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
LABOR			
Management	846,678	879,687	778,011
Clerical	91,891	98,950	98,643
Departmental operating	112,552	118,455	120,530
OPEB contribution	15,190	15,190	15,190
	1,066,311	1,112,282	1,012,374
OTHER EXPENDITURES			
Advertising	7,500	6,493	7,500
Dues & Subscriptions	15,000	18,205	15,000
Employee relations	2,545,000	2,441,549	2,770,000
Equipment rentals	7,000	2,999	7,000
Freight			
Gas, oil & accessories			
Laundry and cleaning			
Licenses & permits			
Office mat'l & supplies	5,000	885	5,000
Operating supplies	12,000	4,834	12,000
Outside services & fees	80,000	32,460	90,000
Postage	8,000	6,165	8,000
Professional services	750,000	827,653	850,000
Publicity and promotion	50,000	30,993	50,000
Rent			
Repair & maintenance			
Telephone	35,000	36,781	-
Travel & business	22,500	19,986	22,500
Utilities	65,000	76,196	65,000
Wardrobe			
	3,602,000	3,505,199	3,902,000
CAPITAL OUTLAY			
	-	-	-
TOTAL DEPARTMENT	4,668,311	4,617,481	4,914,374
PERSONNEL			
Management	2	1	2
Clerical	1	1	1
Departmental operating	1	1	1
Open Requisitions		1	
Casual Regular (part time)			
Total personnel	4	4	4

PROCUREMENT SERVICES

	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
LABOR			
Management	265,809	281,982	321,146
Clerical	74,545	62,297	76,316
Departmental operating	329,001	400,592	444,264
OPEB Contribution	12,658	12,658	12,658
Total labor	682,013	757,529	854,384
OTHER EXPENDITURES			
Advertising			
Dues & Subscriptions	2,500	267	2,500
Employee relations	1,000	750	4,000
Equipment rentals	-	150	-
Freight			
Gas, oil & accessories			
Laundry and cleaning			
Licenses & permits			
Office mat'l & supplies	2,000	2,058	2,000
Operating supplies	5,250	392	5,250
Outside services & fees		-	
Postage	600	424	600
Professional services			
Publicity and promotion			
Rent			
Repair & maintenance			
Telephone			
Travel & business	1,000	940	1,000
Utilities			
Wardrobe			
Total other expenditures	12,350	4,981	15,350
CAPITAL OUTLAY			
	-	-	-
TOTAL DEPARTMENT			
	694,363	762,510	869,734
PERSONNEL			
Management	1	1	1
Clerical	1	1	1
Departmental operating	3	3	4
Open Requisitions			
Other Funding Sources			
Total personnel	5	5	6

FINANCE DEPARTMENT

	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
LABOR			
Management	466,084	481,951	552,366
Clerical	210,257	239,419	233,948
Departmental operating	329,354	373,837	430,933
OPEB contribution	30,380	30,380	30,380
	<hr/>	<hr/>	<hr/>
Total labor	1,036,075	1,125,587	1,247,627
OTHER EXPENDITURES			
Advertising			
Dues & Subscriptions	4,500	5,213	6,000
Employee relations	1,500	1,490	2,000
Equipment rentals			
Freight			
Gas, oil & accessories			
Laundry and cleaning			
Licenses & permits			
Office mat'l & supplies	1,300	3,066	1,300
Operating supplies	37,500	15,514	8,500
Outside services & fees	271,100	255,094	286,400
Postage	500	1,148	500
Professional services	115,250	105,750	85,250
Publicity and promotion			
Rent			
Repair & maintenance			
Telephone	6,000	4,437	-
Travel & business	19,435	3,959	10,500
Utilities			
Wardrobe			
	<hr/>	<hr/>	<hr/>
Total other expenditures	457,085	395,671	400,450
CAPITAL OUTLAY			
	-	-	-
TOTAL DEPARTMENT			
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
	1,493,160	1,521,258	1,648,077
PERSONNEL			
Management	2	2	2
Clerical	3	3	3
Departmental operating	3	3	3
Open Requisitions			
Other Funding Sources	5	5	5
Total personnel	13	13	13

TECHNOLOGY SERVICES

	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
LABOR			
Management	265,379	271,562	323,833
Clerical	-	-	-
Departmental operating	1,800,951	1,508,617	1,924,213
OPEB contribution	37,974	37,974	37,684
	2,104,304	1,818,153	2,285,730
OTHER EXPENDITURES			
Advertising			
Dues & Subscriptions	7,025	6,233	6,525
Employee relations	36,700	41,775	36,500
Equipment rentals	110,500	72,281	101,500
Freight			
Gas, oil & accessories			
Laundry and cleaning			
Licenses & permits			
Office mat'l & supplies	3,500	693	2,500
Operating supplies	154,000	168,697	316,200
Outside services & fees	2,000	-	2,000
Postage	150	-	150
Professional services	568,000	245,061	597,000
Publicity and promotion			
Rent			
Repair & maintenance	1,282,500	1,482,700	1,529,936
Telephone	329,000	334,480	844,000
Travel & business	32,200	753	30,700
Utilities			
Wardrobe			
	2,525,575	2,352,673	3,467,011
Total other expenditures			
	1,789,000	928,506	1,739,000
CAPITAL OUTLAY			
	6,418,879	5,099,332	7,491,741
TOTAL DEPARTMENT			
	6,418,879	5,099,332	7,491,741
PERSONNEL			
Management	1	1	1
Clerical	0	0	0
Departmental operating	14	10	14
Open Requisitions		4	
Casual Regular (part time)			
Total personnel	15	15	15

HUMAN RESOURCES

	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
LABOR			
Management	234,450	232,821	281,301
Clerical	65,080	131,438	78,012
Departmental operating	556,125	460,358	670,501
OPEB contribution	20,253	20,253	20,253
	875,908	844,870	1,050,067
OTHER EXPENDITURES			
Advertising	7,500	7,619	10,000
Dues & Subscriptions	6,319	6,256	6,538
Employee relations	93,500	75,149	150,300
Equipment rentals			
Freight			
Gas, oil & accessories			
Laundry and cleaning			
Licenses & permits			
Office mat'l & supplies	2,500	956	2,500
Operating supplies	26,500	10,774	62,300
Outside services & fees	93,948	89,551	128,500
Postage	1,000	9	1,000
Professional services			
Publicity and promotion			
Rent			
Repair & maintenance			
Telephone	3,600	1,329	-
Travel & business	3,700	1,879	19,985
Utilities			
Wardrobe			
	238,567	193,522	381,123
CAPITAL OUTLAY	-	-	-
TOTAL DEPARTMENT	1,114,475	1,038,392	1,431,190
PERSONNEL			
Management	1	1	1
Clerical	1	1	1
Departmental operating	6	6	6
Open Requisitions		0	
Casual Regular (part time)			
Total personnel	8	8	8

COMMUNICATIONS & RECORDS DEPARTMENT

	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
LABOR			
Management	178,280	180,481	194,244
Clerical			
Departmental operating	116,759	122,074	155,023
OPEB contribution	-	-	-
	<hr/>	<hr/>	<hr/>
Total labor	295,039	302,555	349,267
OTHER EXPENDITURES			
Advertising			
Dues & Subscriptions	435	501	840
Employee relations	-	-	25,000
Equipment rentals			
Freight			
Gas, oil & accessories			
Laundry and cleaning			
Licenses & permits			
Office mat'l & supplies	-	16	-
Operating supplies	1,000	93	1,000
Outside services & fees	40,900	27,533	50,000
Postage			
Professional services	150,000	129,449	-
Publicity and promotion			45,000
Rent			
Repair & maintenance			150,000
Telephone			
Travel & business	2,500	310	7,710
Utilities			
Wardrobe			
	<hr/>	<hr/>	<hr/>
Total other expenditures	194,835	157,902	279,550
CAPITAL OUTLAY	-	-	-
TOTAL DEPARTMENT	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
PERSONNEL			
Management	1	1	1
Clerical			
Departmental operating	1	1	1
Open Requisitions			
Total personnel	2	2	2

BUILDING AND SAFETY

	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
LABOR			
Management	498,778	476,564	577,571
Clerical	510,558	509,906	545,449
Departmental operating	3,800,659	3,828,215	3,985,992
OPEB contribution	113,924	113,924	113,924
	4,923,919	4,928,609	5,222,936
OTHER EXPENDITURES			
Advertising			
Dues & Subscriptions	15,000	11,359	15,000
Employee relations	6,700	5,729	6,700
Equipment rentals			
Freight			
Gas, oil & accessories			
Laundry and cleaning			
Licenses & permits	5,000	3,713	5,000
Office mat'l & supplies	6,000	3,454	6,000
Operating supplies	39,500	27,040	39,500
Outside services & fees	80,000	65,815	80,000
Postage	500	469	500
Professional services	10,000	-	10,000
Publicity and promotion			
Rent			
Repair & maintenance			
Telephone	17,000	12,196	-
Travel & business	43,900	10,115	43,850
Utilities			
Wardrobe			
	223,600	139,890	206,550
Total other expenditures	223,600	139,890	206,550
CAPITAL OUTLAY			
	-	-	-
TOTAL DEPARTMENT	5,147,519	5,068,499	5,429,486
PERSONNEL			
Management	2	2	2
Clerical	7	7	7
Departmental operating	36	35	34
Open Requisitions		1	
Total personnel	45	45	43

FIRE DEPARTMENT

	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
LABOR			
Management	4,783,521	4,468,515	5,301,052
Clerical	121,965	76,031	76,316
Departmental operating	26,550,191	25,189,266	26,605,272
OPEB Contribution	587,346	587,346	587,632
	<hr/>	<hr/>	<hr/>
Total labor	32,043,023	30,321,158	32,570,272
OTHER EXPENDITURES			
Advertising			
Dues & Subscriptions	10,300	10,059	10,300
Employee relations	275,000	226,422	275,000
Equipment rentals	17,000	13,753	17,500
Freight			
Gas, oil & accessories			
Laundry and cleaning			
Licenses & permits	3,500	1,850	1,500
Office mat'l & supplies	13,000	6,493	13,000
Operating supplies	1,099,182	840,659	1,146,500
Outside services & fees	178,900	142,122	187,500
Postage	1,000	1,824	1,000
Professional services			
Publicity and promotion			
Rent			
Repair & maintenance	937,250	945,322	915,337
Telephone	236,000	204,297	-
Travel & business	70,050	7,314	73,700
Utilities	180,000	177,440	182,000
Wardrobe			
	<hr/>	<hr/>	<hr/>
Total other expenditures	3,021,182	2,577,555	2,823,337
CAPITAL OUTLAY	<hr/>	<hr/>	<hr/>
	1,470,400	600,840	1,648,900
TOTAL DEPARTMENT	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
	36,534,605	33,499,553	37,042,509
PERSONNEL			
Management	29	30	30
Clerical	1	1	1
Departmental operating	201	183	188
Open Requisitions		17	
Total personnel	231	231	219

ENVIRONMENTAL SERVICES

	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
LABOR			
Management	595,572	629,548	679,105
Clerical	74,543	77,495	76,316
Departmental operating	2,945,356	2,804,154	3,133,579
OPEB contribution	-	-	-
	-	-	-
Total labor	3,615,471	3,511,197	3,889,000
OTHER EXPENDITURES			
Advertising			
Dues & Subscriptions	1,800	753	2,000
Employee relations	6,200	3,169	5,200
Equipment rentals	3,400	3,458	3,400
Freight			
Gas, oil & accessories			
Laundry and cleaning			
Licenses & permits	17,000	10,505	17,000
Office mat'l & supplies	10,000	6,173	9,000
Operating supplies	811,500	704,563	838,000
Outside services & fees	255,700	123,775	205,800
Postage	1,000	1,976	1,100
Professional services			
Publicity and promotion			
Rent			
Repair & maintenance	86,500	68,647	80,500
Telephone	18,000	18,570	-
Travel & business	12,400	3,731	28,300
Utilities	95,000	81,971	95,000
Wardrobe			
	-	-	-
Total other expenditures	1,318,500	1,027,291	1,285,300
CAPITAL OUTLAY	6,500	6,399	36,000
TOTAL DEPARTMENT	4,940,471	4,544,887	5,210,300
PERSONNEL			
Management	3	3	3
Clerical	1	1	1
Departmental operating	29	26	29
Open Requisitions		3	
Total personnel	33	33	33

FACILITIES OPERATIONS & MAINTENANCE

	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
LABOR			
Management	726,795	634,680	757,003
Clerical	62,099	65,744	64,526
Departmental operating	1,281,683	1,249,413	1,594,295
OPEB contribution	58,228	58,228	58,228
	2,128,805	2,008,065	2,474,052
Total labor			
OTHER EXPENDITURES			
Advertising			
Dues & Subscriptions	1,200	1,462	2,500
Employee relations	11,500	4,976	15,300
Equipment rentals	295,600	284,769	298,250
Freight			
Gas, oil & accessories	245,800	184,515	269,000
Laundry and cleaning	54,700	46,832	-
Licenses & permits			
Office mat'l & supplies	4,500	1,058	4,500
Operating supplies	549,000	426,297	583,500
Outside services & fees	14,768,244	14,626,939	15,779,582
Postage			
Professional services			
Publicity and promotion			
Rent			
Repair & maintenance	6,295,900	5,486,649	7,460,083
Telephone	6,765	4,056	-
Travel & business	6,500	1,504	7,600
Utilities	1,191,000	856,660	1,221,500
Wardrobe	502,000	412,574	467,000
	23,932,709	22,338,291	26,108,815
Total other expenditures			
CAPITAL OUTLAY	159,000	112,941	249,000
TOTAL DEPARTMENT	26,220,514	24,459,297	28,831,867
PERSONNEL			
Management	4	4	4
Clerical	1	1	1
Departmental operating	18	18	18
Open Requisitions			
Other Funding Sources			
Total personnel	23	23	23

DRAINAGE

	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
LABOR			
Management			
Clerical			
Departmental operating			
Total labor			
OTHER EXPENDITURES			
Advertising			
Dues & Subscriptions			
Employee relations			
Equipment rentals			
Freight			
Gas, oil & accessories			
Laundry and cleaning			
Licenses & permits			
Office mat'l & supplies			
Operating supplies	85,500	98,846	85,500
Outside services & fees	360,000	326,060	355,000
Postage			
Professional services			
Publicity and promotion			
Rent			
Repair & maintenance	1,090,000	529,537	2,064,400
Telephone			
Travel & business			
Utilities			
Wardrobe			
Total other expenditures	1,535,500	954,443	2,504,900
CAPITAL OUTLAY			
	-	-	-
TOTAL DEPARTMENT	1,535,500	954,443	2,504,900
PERSONNEL			
Management			
Clerical			
Departmental operating			
Open Requisitions			
Total personnel			-

PLANNING & ENGINEERING

	FY 2021 BUDGET	FY 2021 PROJECTED ACTUAL	FY 2022 BUDGET
LABOR			
Management	293,683	331,004	357,687
Clerical	74,055	66,531	79,314
Departmental operating	1,884,512	1,893,308	2,055,832
OPEB Contribution	124,051	124,051	124,051
	2,376,301	2,414,894	2,616,884
OTHER EXPENDITURES			
Advertising			
Dues & Subscriptions	4,000	3,457	4,000
Employee relations	1,800	1,400	1,700
Equipment rentals	400	-	850
Freight			
Gas, oil & accessories			
Laundry and cleaning			
Licenses & permits	5,740	5,740	5,740
Office mat'l & supplies	3,500	708	6,000
Operating supplies	31,000	21,939	31,000
Outside services & fees	103,000	55,956	97,000
Postage	100	55	100
Professional services	737,191	567,651	946,691
Publicity and promotion			
Rent			
Repair & maintenance	10,731,700	6,679,331	19,579,826
Telephone	20,000	12,981	-
Travel & business	8,000	2,545	23,050
Utilities	50	48	100
Wardrobe			
	11,646,481	7,351,811	20,696,057
CAPITAL OUTLAY			
	-	-	-
TOTAL DEPARTMENT	14,022,782	9,766,705	23,312,941
PERSONNEL			
Management	1	1	1
Clerical	1	1	1
Departmental operating	14	13	14
Open Requisitions		1	
Casual Regular (part time)			
Total personnel	16	16	16

EXHIBIT L

RCID UTILITY DIVISION FY22 UTILITY BUDGET & RATE REVIEW SEPTEMBER 29, 2021

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EXHIBIT L



**REEDY CREEK IMPROVEMENT DISTRICT - UTILITIES DIVISION
PROPOSED OPERATING BUDGET
FISCAL YEAR 2022
(In Millions)**

	FY2021	FY2022
	Budget	Budget
OPERATING REVENUES		
1 Customer Sales	166.5	165.6
2 Interdepartmental Utility Sales	17.2	16.1
3 Over Collected Fuel Impact	0.0	0.0
4 Use of Pre-collected Funds	2.4	3.4
5 Other Income (interest and recycling)	0.7	0.6
Gross Revenue	186.8	185.7
OPERATING EXPENSES		
6 Purchased Fuel and Power	(62.3)	(67.3)
7 Labor Support	(31.1)	(30.3)
8 Utility Expense	(17.2)	(16.1)
9 Operating Materials	(17.8)	(18.7)
10 Outside Services - Landfill	(6.4)	(4.2)
11 Gross Receipts Tax	(2.7)	(2.7)
12 Planned Work	(1.5)	(1.5)
13 Insurance	(1.1)	(1.2)
Total Operating Expenses	(140.2)	(142.0)
NET INCOME	46.7	43.7
DEBT SERVICE AND CAPITAL REQUIREMENTS		
14 Debt Service	(32.2)	(27.9)
15 Renewal and Replacement Capital	(11.7)	(12.0)
16 Special Projects	(2.4)	(3.4)
Total Debt Service and Capital Requirements	(46.3)	(43.3)
EXCESS (DEFICIENCY) OF REVENUES OVER EXP.	0.4	0.4
17 Debt Svcs Coverage (target 1.20)	1.37	1.45



EXHIBIT M

LABOR SERVICE AGREEMENT

THIS LABOR SERVICE AGREEMENT ("**Agreement**"), is made and entered into as of the 30th day of September, 2021, by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public body corporate and politic of the State of Florida ("**District**") and **REEDY CREEK ENERGY SERVICES ("RCES")**.

WITNESSETH:

WHEREAS, the District owns, maintains and operates a solid waste disposal system, a waste water reclamation plant, a sewage collection system, a potable water system, a natural gas distribution system, an electric generation and distribution system, a chilled water system, and a hot water system (collectively, the "**Facilities**"); and

WHEREAS, the District's Board of Supervisors has determined that it would be more economical and efficient, and, therefore, in the best interests of the District, to employ an outside entity to provide the labor force to operate and maintain the Facilities on behalf of the District rather than to employ a staff for such purposes; and

WHEREAS, RCES has a qualified and equipped maintenance force which could perform all services necessary for the proper operation and maintenance of the Facilities at a reasonable cost to the District, and is willing to do so.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the District and RCES do hereby agree as follows:

1. RECITATIONS.

The above recitations are true and correct, and form a material part of this Agreement.

2. TERM.

The term of this Agreement shall be for the period commencing on October 1, 2021 (the "**Commencement Date**") and continuing until terminated pursuant to the provisions hereof. The period from each October 1 through each September 30, being a "**Fiscal Year**".

3. SCOPE.

The District hereby retains RCES, as of the Commencement Date, for the purpose of furnishing, and grants to RCES the right and authority to furnish, all labor and services (collectively, "**Services**") necessary to operate and maintain the Facilities including, without limitation, performing all repairs and replacing all parts and equipment as required for the efficient and economical operation of the Facilities, subject to the terms and conditions hereinafter set forth, and RCES hereby accepts such engagement.

3.1. It is expressly agreed and understood that the Facilities shall be operated and maintained, and the Services shall be performed, subject at all times to the supervision, direction and approval of the District's Board of Supervisors and the designated administrators and staff of the District. RCES shall take no independent action outside the strict authorization issued by the District's Board of Supervisors and the designated administrators and staff of the District from time to time. All materials and equipment to the extent required to operate and maintain the Facilities, including, but not limited to, the Services, shall be provided by the District.

3.2. Additional related services may be determined by the District in its sole discretion from time to time throughout the term of this Agreement. RCES shall render the Services in accordance with the District's professional standards, faithfully and to the best of its ability, devoting such time as is reasonably

necessary to assist the District. The District shall have the right to make recommendations concerning the procedures employed by RCES in its performance of the Services. In no event shall RCES take title to any of the District's Facilities or other property. Further, unless otherwise agreed to in writing by the District, RCES shall not record or allow another party to record a lien against any of the District's Facilities or other property.

4. REQUIREMENTS AND RCES REPRESENTATIONS.

Notwithstanding anything contained herein to the contrary, in performing the Services hereunder, RCES shall be bound by the following:

4.1. RCES shall obtain, maintain and comply with all necessary licenses and permits in accordance with all Laws (as hereinafter defined). In furtherance and not in limitation of the foregoing, RCES shall not commence any work that, under applicable Laws, requires a permit or approval until RCES has obtained the same obtain.

4.2. RCES hereby represents that it: (i) has the experience, skill, and authority necessary to perform the Services; (ii) shall at all times and in all respects comply with all applicable present and future local, municipal, county, state and federal 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 (collectively, "**Laws**"); and (iii) is adequately financed to meet any financial obligation it may be required to incur hereunder.

5. FEES.

All charges or fees payable by service customers of the Facilities shall be paid to the District, and RCES shall, in no event, accept any such charges or fees directly from said customers. RCES shall receive and act appropriately upon all complaints from service customers except those regarding rates and fees established by the District, which RCES shall refer to the District.

5.1. Payment of Fees.

The District shall pay to RCES for all Services provided under this Agreement a fee estimated to be, but no greater than, Twenty-Nine Million, Nine Hundred and Fifty-Three Thousand Dollars (\$29,953,000) (the "**2022 Fee**") for the period beginning October 1, 2021, and ending September 30, 2022. Payments will be made by the District **monthly**, based on an invoice from RCES reflecting RCES' actual cost of providing the Services for the preceding month. In the event the actual **annual** costs for the aforesaid period are greater than the 2022 Fee, but less than Thirty Million, Nine Hundred and Fifty-Three Thousand Dollars (\$30,953,000), after the additional costs are adequately justified and approved by the District's Comptroller, the District shall budget and appropriate the difference between the 2022 Fee and that amount which is actually incurred by RCES in providing the Services at: (i) the next then occurring budget appropriation meeting of the District's Board of Supervisors; or (ii) the next lawfully payable date, whichever is sooner, and pay such amount to RCES promptly thereafter. However, in no event shall the District make payment in excess of Thirty Million, Nine Hundred and Fifty-Three Thousand Dollars (\$30,953,000). Any additional costs incurred by RCES in excess of Thirty Million, Nine Hundred and Fifty-Three Thousand Dollars (\$30,953,000) shall be borne by RCES.

5.2. Scope of Work.

On or before July 1, 2021, and on or before July 1 of each Fiscal Year thereafter, the District shall provide RCES with a scope of work, in writing, describing any expansion, changes or alterations in the Facilities which would affect the operation and maintenance of the Facilities during the subsequent Fiscal

Year. On or before September 1 of each such Fiscal Year, RCES shall notify the District in writing of its proposed fee and scope of services for the subsequent Fiscal Year. In the event RCES does not so notify the District in writing of its proposed fee and scope of services for the subsequent Fiscal Year on or before September 1 of the then current Fiscal Year, the then current fee and scope of services shall be deemed applicable to the next subsequent Fiscal Year. The foregoing monthly payment schedule and refund methodology shall apply to any subsequent Fiscal Years this Agreement is in effect. It is expressly agreed and understood that the District may, within sixty (60) days after such proposed fee and scope of services for the subsequent Fiscal Year is presented, terminate this Agreement with or without cause. Except as otherwise specifically provided in this Agreement, RCES shall bear all costs relating to the providing of labor in the operation or maintenance of the Facilities including, but not limited to, the cost of all wages and benefits of RCES employees performing under this Agreement.

6. INSPECTIONS.

RCES agrees that the District may, at the District's own cost and expense, employ a consulting engineer to make periodic inspections of the Facilities and RCES's operation and maintenance thereof and make reports and recommendations to the District, and that, in the event the District so elects, RCES shall cooperate with such engineer to the fullest extent practicable.

7. TERMINATION OF PRIOR AGREEMENT.

This Agreement replaces that certain Labor Agreement dated September 30th, 2020, executed by and between the District as the "District" therein and RCES as "RCES" therein.

8. ASSIGNMENT.

RCES may not assign this Agreement or any portion thereof without the express written consent of the District.

9. INDEPENDENT CONTRACTOR STATUS AND WITHHOLDING.

It is expressly understood and agreed that RCES is an independent contractor and not an employee of the District. Nothing herein contained shall be deemed to create an agency relationship between the District and RCES. This Agreement shall not be construed as a partnership or joint venture between the parties, and neither party hereto shall have any liability for any obligation incurred by the other party hereto, except as expressly provided to the contrary herein. The District shall not withhold from the compensation payable to RCES hereunder any amount for taxes or other governmental charges, and RCES shall be solely responsible for the payment of such taxes and charges.

10. NOTICES.

10.1. Delivery of Notice.

All notices and other communications given pursuant to this Agreement to be served, given or delivered upon either party shall be in writing, shall be addressed as provided below, and shall be sent by registered or certified mail, return receipt requested, or by a national overnight receipted delivery service which provides signed acknowledgements of receipt (including, without limitation, Federal Express, UPS, DHL and other similar courier delivery services). Such notices shall be deemed served, given and delivered on the earlier of the following: (a) the date of actual receipt; or (b) the third business day after any registered or certified notice was deposited in a sealed envelope in the United States mail, postage prepaid; or (c) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service; or (d) the first attempted delivery date of any notice hereunder (regardless of whether the recipient of said notice accepted same).

10.2. Notice Addresses.

All notices shall be addressed as set forth below, or to such other address as RCES or the District shall hereafter give notice to the other in writing:

RCES:	Reedy Creek Energy Services Attention: Director, RCES 5300 North Center Drive Lake Buena Vista, Florida 32830-1000
With a copy to:	Walt Disney World Resort – Legal Department Attention: General Counsel, Legal Department 1375 Buena Vista Drive Lake Buena Vista, Florida 32830-1000
District:	Reedy Creek Improvement District Attention: District Administrator 1900 Hotel Plaza Blvd. Lake Buena Vista, Florida 32830-0170
With a copy to	Milgrim Law Group Attention: Edward G. Milgrim 3216 Corrine Drive Orlando, Florida 32803

11. INSURANCE.

11.1. Benefits.

RCES shall not be entitled to participate in, or to receive any benefit from, any of the District's employee benefit or welfare plans, specifically including, but not limited to, coverage under its health care program or workers' compensation program (health insurance and workers' compensation insurance, if any, shall be maintained by RCES as required by applicable Laws). The District shall have no obligation whatsoever to compensate RCES on account of any injuries which RCES or any of its employees, agents, or contractors may sustain as a result of or in the course of the performance of the Services hereunder, and RCES hereby waives, on its own behalf and on behalf of any persons claiming by, through or under RCES, any and all rights of recovery, which RCES may now or hereinafter have against the District on account of any such injuries.

11.2. Types of Insurance.

During the term of this Agreement, each party shall maintain, at each party's sole cost and expense, the following insurance with underwriters acceptable to the District:

11.2.1. Commercial General Liability insurance written on an occurrence basis in an amount of Five Million Dollars (\$5,000,000) each occurrence and in an amount of Five Million Dollars (\$5,000,000) in the annual aggregate. Such coverage shall include premises/operations, broad form contractual, products/completed operations, independent contractors, broad form property damage and personal and advertising injury.

11.2.2. Commercial Automobile Liability insurance covering all owned, non-owned and hired vehicles. Such coverage shall be written in an amount of Five Million Dollars (\$5,000,000) combined single limit.

11.2.3 Workers' compensation insurance written in accordance with statutory limits and employer's liability with an amount of One Million Dollars (\$1,000,000) per occurrence.

11.3. Certificates of Insurance.

Within ten (10) days after the acceptance of this Agreement by the District and prior to the commencement of the Services, RCES shall deliver certificates of insurance evidencing that all insurance has been obtained and is being maintained as required in this Article 11. Said certificates shall also evidence the agreement by insurers (i) to give to the District at least thirty (30) days prior written notice sent by registered mail of cancellation, non-renewal or reduction in coverage, and (ii) to name the District and its Board of Supervisors, officers, employees, agents, and successors as additional insureds with respect to the commercial general liability, automobile liability, umbrella liability and employer's liability insurance. Failure of RCES to provide said certificates of insurance, together with endorsements evidencing the foregoing (if applicable), or the subsequent receipt by the District of a notice of cancellation, non-renewal or reduction in coverage under the insurance policy(ies) by any of the applicable RCES insurance company(ies) shall constitute an event of default hereunder. Notwithstanding the foregoing, RCES shall not be obligated to provide certificates of insurance to the extent that RCES self-insures pursuant to Section 11.5.

11.4. Release/Waiver of Subrogation.

The parties are aware and understand that: (i) the District is a governmental body created by the Florida Legislature and, as such, is entitled to the benefit of sovereign immunity under the laws of the State of Florida; and (ii) RCES may be entitled to so-called derivative sovereign immunity. Nothing contained in this Agreement shall be deemed to be a waiver by either party of any of said rights. RCES acknowledges and agrees that under the principle of sovereign immunity, the District is, generally, liable for its tortious acts only up to the amounts of \$200,000/\$300,000 as specifically provided in Florida Statutes §768.28, or such other amount as may be specified in the future through any statutory modification of said statute. Notwithstanding the foregoing, or anything else contained in this Agreement to the contrary, the relationship between the parties hereto, the providing of Service, or otherwise shall in any way whatsoever constitute any waiver by the District of its rights to invoke sovereign immunity as a governmental entity and/or a waiver by RCES to of its rights to invoke derivative sovereign immunity, including, without limitation, any and all indemnity obligations (common law, statutory or contractual) of RCES to the District.

RCES shall indemnify, defend and hold harmless the District its Board of Supervisors, officers, directors, agents, employees, representatives, successors and assigns from and against lawsuits and/or claims to, or judgments, settlements, losses, costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and expenses and court costs through all appeals) in favor of, third-parties arising out of or related to (or alleged to have arisen out of or be related to) this Agreement.

11.5. Self-Insurance.

Notwithstanding anything in this Agreement to the contrary, the District and RCES may each self-insure as to any insurance coverage required of the parties under this Agreement.

12. PUBLIC RECORDS.

IF RCES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RCES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, RCES SHOULD CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER 407-939-3240, EMAIL ADDRESS PUBLICRECORDS@RCID.ORG, MAILING ADDRESS

REEDY CREEK IMPROVEMENT DISTRICT, ATTN: PUBLIC RECORDS ADMINISTRATOR, P.O. BOX 10170, LAKE BUENA VISTA, FL 32830.

RCES Shall:

1. Keep and maintain public records required by the District to perform the service.
2. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if RCES does not transfer the records to the District.
4. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of RCES or keep and maintain public records required by the District to perform the service. If RCES transfers all public records to the District upon completion of the contract, RCES shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If RCES keeps and maintains public records upon completion of the contract, RCES shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

13. E-VERIFICATION.

RCES warrants compliance with all applicable federal immigration laws and regulations that relate to employees of RCES.

14. GOVERNING LAW.

This Agreement shall be governed by, interpreted and construed under the laws of the State of Florida, which laws shall be applied without giving effect to the principles of comity or conflicts of law thereof, and which laws shall prevail in the event of any conflict of law.

15. DETERMINATION OF DISPUTES.

Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted exclusively for trial before the Circuit Court for Orange County, Florida; or if such court shall not 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.

16. EQUITABLE RELIEF.

Nothing herein contained shall bar the District's right to obtain injunctive relief (without the posting of a bond) against threatened conduct that will cause it loss or damages, under the usual equity rules,

including the applicable rules for obtaining restraining orders and preliminary injunctions.

17. NO IMPLIED WAIVER.

No course of dealing between the parties hereto and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy.

18. BINDING OBLIGATIONS.

This Agreement shall be binding upon the parties hereto and subject to the limitations set forth in Article 8 hereof, their respective successors, permitted assigns, personal and legal representatives and administrators.

19. ENFORCEMENT.

In the event it is necessary for either party hereto to retain legal counsel or institute legal proceedings to enforce the terms of this Agreement including, without limitation, obligations upon expiration or termination hereof, the prevailing party shall be entitled to receive from the non-prevailing party, in addition to all other remedies, all costs of such enforcement including, without limitation, attorneys' fees and court costs, and including appellate proceedings. Nothing contained herein shall waive or limit the District's right to avail itself of any and all remedies provided the District by Florida law.

20. ENTIRE AGREEMENT: COUNTERPARTS.

This Agreement constitutes the entire, full and complete agreement between the District and RCES concerning the subject matter hereof, and supersedes all prior agreements, no other representations having induced RCES to execute this Agreement. No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. This Agreement may be executed in several counterparts that together shall constitute but one and the same agreement. The delivery of an executed counterpart of a signature page to this Agreement by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

21. SEVERABILITY.

Except as expressly provided to the contrary herein, each portion, section, part, term and/or provision of this Agreement shall be considered severable; and if, for any reason, any portion, section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future Laws or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement. In lieu of each portion, section, part, term and/or provision of this Agreement which is determined to be invalid and contrary to, or in conflict with, any existing or future Laws or regulation by a court or agency having valid jurisdiction, there shall be added as a part of this Agreement a portion, section, part, term and/or provision as nearly identical as may be possible and as may be valid, legal and enforceable.

22. CONSTRUCTION.

This Agreement has been fully reviewed and negotiated by the parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto

or its counsel drafted the provisions being interpreted. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. Time is of the essence as to all obligations under this Agreement.

23. NO THIRD PARTY BENEFICIARY; PUBLIC RIGHTS.

Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer any benefit upon any person or legal entity other than the District and RCES, and such of the District's and RCES's respective successors and permitted assigns as may be contemplated hereunder, including, without limitation, any rights or remedies under or by reason of this Agreement. Further, nothing in this Agreement shall create or be construed to create any rights in and/or for the benefit of the general public related to the subject matter herein.

24. HEADINGS.

All headings and captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

THE DISTRICT:

REEDY CREEK IMPROVEMENT DISTRICT

By: _____
John H. Classe, Jr., District Administrator

RCES:

REEDY CREEK ENERGY SERVICES

By: _____
Brian T. Jones, Vice President