



Since 1967  
**Reedy Creek**  
IMPROVEMENT DISTRICT

# BOARD OF SUPERVISORS

February 22, 2023  
9:30 a.m.

# AGENDA

## Board of Supervisors

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

February 22, 2023

9:30 a.m.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SAFETY MINUTE
4. APPROVAL OF MINUTES
  - A. Minutes of the February 8, 2023 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. District-Wide Fiber/DMS Project – Amendment of Design-Build Agreement
  - Consideration of Request for Board approval to amend the existing Design-Build Services Agreement with **Design Communications LTD**, in the Not-To-Exceed amount of **\$30,097.00** for additional installation services in support of the District-Wide Fiber/DMS project.

Funding for this request will be derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

B. World Drive North Phase 3 – Non-Exclusive Temporary Easement Agreement

- CONSIDERATION of Request for Board approval and District Administrator authorization to sign a Non-Exclusive Temporary Easement Agreement (TCE) between the Reedy Creek Improvement District (RCID) and **Palm Hospitality Company** to allow RCID and its contractors to perform work related to the expansion of the right-of-way of Floridian Way, which includes, among other things, utility, driveway and roadway construction. The TCE will be in substantially similar form as attached hereto as **EXHIBIT A** with such changes as the District Administrator reasonably approves.

C. World Drive North Phase 3 – Non-Exclusive Temporary Easement Agreement

- CONSIDERATION of Request for Board approval and District Administrator authorization to sign a Non-Exclusive Temporary Easement Agreement (TCE) between the Reedy Creek Improvement District (RCID) and **Walt Disney Parks and Resorts U.S., Inc. (WDPR)** to allow RCID and its contractors to perform work related to the expansion of the right-of-way of Floridian Way, which includes, among other things, utility, driveway and roadway construction. The TCE will be in substantially similar form as attached hereto as **EXHIBIT B** with such changes as the District Administrator reasonably approves.

D. Assignment of Non-Exclusive Easement Agreement

- CONSIDERATION of Request for Board approval and District Administrator authorization to sign a Assignment of Non-Exclusive Easement Agreement between the Reedy Creek Improvement District (RCID) and **Peoples Gas System**, associated with the easement agreement document 96-106229 and document 2012059081 listed in the Assignment. The Assignment will be in substantially similar form as attached hereto as **EXHIBIT C** with such changes as the District Administrator reasonably approves.

E. Assignment of Non-Exclusive Easement Agreement

- CONSIDERATION of Request for Board approval and District Administrator authorization to sign a Assignment of Non-Exclusive Easement Agreement between the Reedy Creek Improvement District (RCID) and **Peoples Gas System**, associated with the easement agreement document 20150618807 listed in the Assignment. The Assignment will be in substantially similar form as attached hereto as **EXHIBIT D**

with such changes as the District Administrator reasonably approves.

F. Assignment of Non-Exclusive Easement Agreement

- CONSIDERATION of Request for Board approval and District Administrator authorization to sign a Assignment of Non-Exclusive Easement Agreement between the Reedy Creek Improvement District (RCID) and **Peoples Gas System**, associated with the easement agreement document 20140345059 listed in the Assignment. The Assignment will be in substantially similar form as attached hereto as **EXHIBIT E** with such changes as the District Administrator reasonably approves.

G. Assignment of Non-Exclusive Easement Agreement

- CONSIDERATION of Request for Board approval and District Administrator authorization to sign a Assignment of Non-Exclusive Easement Agreement between the Reedy Creek Improvement District (RCID) and **Peoples Gas System**, associated with the easement agreement document 2014098440 listed in the Assignment. The Assignment will be in substantially similar form as attached hereto as **EXHIBIT F** with such changes as the District Administrator reasonably approves.

H. Amendment to Amended and Restated Labor Service Agreement

- CONSIDERATION of Request for Board approval and District Administrator authorization to sign an amendment to the Amended and Restated Labor Service Agreement between the Reedy Creek Improvement District (RCID) and **Reedy Creek Energy Services (RCES)**. The amendment confirms RCID's obligation associated with RCES's use of RCID vehicles, buildings and equipment necessary for RCES to provide its services to RCID. The Amendment will be in substantially similar form as attached hereto as **EXHIBIT G** with such changes as the District Administrator reasonably approves.

I. First Amendment to License Agreement – Sector 6 Substation Main Office

- CONSIDERATION of Request for Board approval and District Administrator authorization to sign the First Amendment to the License Agreement between the Reedy Creek Improvement District (RCID) and **Orange County** associated with the Sector 6 Substation Main Office. The Amendment will be in substantially similar form as attached hereto as **EXHIBIT H** with such changes as the District Administrator reasonably approves.

- J. First Amendment to License Agreement – Orange County Sheriff
- CONSIDERATION of Request for Board approval and District Administrator authorization to sign the First Amendment to the License Agreement between the Reedy Creek Improvement District (RCID) and **Orange County** associated with the Sheriff’s Office in the Orange Garage. The Amendment will be in substantially similar form as attached hereto as **EXHIBIT I** with such changes as the District Administrator reasonably approves.
- K. First Amendment to License Agreement – Sheriff’s Office in Disney Springs
- CONSIDERATION of Request for Board approval and District Administrator authorization to sign the First Amendment to the License Agreement between the Reedy Creek Improvement District (RCID) and **Orange County** associated with the Sheriff’s Office in Disney Springs. The Amendment will be in substantially similar form as attached hereto as **EXHIBIT J** with such changes as the District Administrator reasonably approves.
- L. Radio Tower Lease Agreement
- CONSIDERATION of Request for Board approval and District Administrator authorization to sign the Lease Agreement between the Reedy Creek Improvement District (RCID) and **Orange County** for a radio tower site off Hartzog Road. The Lease Agreement will be in substantially similar form as attached hereto as **EXHIBIT K** with such changes as the District Administrator reasonably approves.
- M. Amendment to Right of Entry Agreement
- CONSIDERATION of Request for Board approval and District Administrator authorization to sign an amendment to the Right of Entry Agreement between the Reedy Creek Improvement District (RCID) and **Walt Disney Parks and Resorts U.S., Inc. (WDPR)**. The amendment to the original agreement effective on October 15, 2015, clarifies the requirements for RCID to provide reasonable prior notice before accessing Disney property or facilities. The Amendment will be in substantially similar form as attached hereto as **EXHIBIT L** with such changes as the District Administrator reasonably approves.
- N. Ground Lease Agreement
- CONSIDERATION of Request for Board approval and District Administrator authorization to sign the Ground Lease Agreement between the Reedy Creek Improvement District (RCID) and **Walt Disney Parks and Resorts U.S., Inc.**

(**WDPR**) for the operation of a kennel facility and care of other animals in the South Service Area. The Ground Lease will be in substantially similar form as attached hereto as **EXHIBIT M** with such changes as the District Administrator reasonably approves.

7. REGULAR AGENDA

A. World Drive North Phase 3 – Initial Project Budget Revision

- CONSIDERATION of Request for Board approval to revise the preliminary budget for the World Drive North Phase 3 Extension Capital Improvement Project from the amount of **\$101,500,000.00** to **\$176,000,000.00**. The project involves the construction of approximately 1.6 miles of four lane roadway, four lane vehicular bridge, approximately 100 feet in length, MSE retaining walls, three round-a-bouts, utility protection structure; the relocation of various underground utility conveyance systems, including potable and reclaimed water, wastewater, chilled water lines, electrical power, optical fiber facilities and natural gas piping, underground stormwater conveyance systems and associated structures, roadway lighting, directional and regulatory signing, pavement marking, and landscaping and landscape irrigation systems.

Funding for this request will be derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds, 2018-1 Utility Revenue Bonds, 2021-2 Utility Revenue Bonds and future sources of funds.

B. World Drive North Phase 3 – Construction Services Agreement

- CONSIDERATION of Request for Board approval to award a Lump-Sum Fixed-Price Agreement for Construction Services in the amount of **\$74,253,965.00** to the lowest responsive bidder, **Southland Construction, Inc.**, for construction of the World Drive North Phase 3 project. The request includes Board authorization for RCID's direct purchase of certain materials included in the contract amount. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of **5%** of the contract amount. (**EXHIBIT N**)

Funding for this request will be derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds and the Series 2021-2 Utility Revenue Bonds.

C. World Drive North Phase 3 – Professional Services Agreement

- CONSIDERATION of Request for Board approval to award an Agreement for Professional Services to **CONSOR Engineers, LLC**, in the total Not-To-Exceed amount of **\$4,999,911.94** for construction management, engineering, inspection and material testing services in support of the World Drive North Phase 3 project. The total amount is comprised of a fee in the amount of **\$4,821,123.23** and reimbursable expenses in the amount of **\$178,788.71**. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount. **(EXHIBIT N)**

Funding for this request will be derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

D. World Drive North Phase 3 - Utility System Improvements RCES Soft Costs

- CONSIDERATION of Request for Board approval of an additional amount Not-To-Exceed **\$1,611,623.00** 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. **(EXHIBIT N)**

Funding for this request will be derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds and the Series 2021-2 Utility Revenue Bonds.

E. World Drive North Phase 3 – Design Services

- CONSIDERATION of Request for Board approval to amend the existing Professional Services Agreement with **TLP Engineering Consultants, Inc.**, in the Not-To-Exceed amount of **\$652,422.00** for post design services. These services shall include attendance at construction meetings, field visits, shop drawing review, responses to contractor's requests for additional information, any necessary plan revisions and the production of record drawings. Staff also requests Board authorization for the District Administrator to execute change orders up to an aggregate amount of **10%** of the contract amount. **(EXHIBIT O)**

Funding for this request will be derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

F. Roadway Expansion Land Dedication and Reimbursement Agreement

- CONSIDERATION of Request for Board approval and District Administrator authorization to sign the Roadway Expansion Land Dedication and Reimbursement Agreement between the Reedy Creek Improvement District (RCID) and **Walt Disney Parks and Resorts U.S., Inc. (WDPR)** and **Palm Hospitality Company (Palm)**. The Agreement is associated with the World Drive North Phase 3 project and provides for the purchase of the land necessary for the road right-of-way and for the payment from RCID to WDPR and Palm for specific impacts caused by the roadway expansion project. The Amendment will be in substantially similar form as attached hereto as **EXHIBIT P** with such changes as the District Administrator reasonably approves.

Funding for this request will be derived from the RCID 2016-2024 Transportation Projects Ad Valorem Bonds and future sources of funds.

8. OTHER BUSINESS

9. ADJOURNMENT



Published Daily  
ORANGE County, Florida

**Sold To:**

Reedy Creek Improvement District - CU00123330  
PO Box 10170  
Orlando, FL 32830-0170

**Bill To:**

Reedy Creek Improvement District - CU00123330  
PO Box 10170  
Orlando, FL 32830-0170

**State Of Florida  
County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized  
representative of the ORLANDO SENTINEL, a DAILY newspaper  
published in ORANGE County, Florida; that the attached copy of  
advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal  
Was published in said newspaper by print in the issues of, or by publication  
on the newspaper's website, if authorized on Feb 10, 2023.

Affiant further says that the newspaper complies with all legal requirements  
for publication in Chapter 50, Florida Statutes.



**Rose Williams**

Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 11 day of February, 2023,  
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 February 22 nd at 9:30 a.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: Tina Graham, Clerk  
Reedy Creek Improvement District  
2/10/2023 7365294

7365294

## MINUTES OF MEETING

Board of Supervisors

Reedy Creek Improvement District

*February 8, 2023*

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, February 8, 2023, 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; Tina Graham, District Clerk; and Tracy Borden, Assistant Clerk; Administration; Ron Zupa and Yenni Hernandez, Technology Services; Chris Quinn, Heidi Powell, and Susan Higginbotham, Finance; Chief Richard LePere, Eric Ferrari, Tanya Naylor, Joel Edwards Emergency Services; Ed Milgrim and Ilana Perras, Milgrim Law Group, Jason Middleton, and Eddie Fernandez, Human Resources; Katherine Luetzow and Lee Pulham, Planning & Engineering; Mike Rickabaugh, Building & Safety; Eryka Washington, Communications; Tom, Nedorost, Gretchen Sterner, Renee Raper, Angie Sola, Joyce Bowers, Charlie Reed, and John Raper, Lake Buena Vista Residents; Ronald Conrad, Justin Conley and Brian Liffick, Cherry Bekaert; Bob Hazen, WESH 2 News; Valerie Boey, Fox 35; Skyler Swisher, Orlando Sentinel; Loren Bray, Channel 9 WFTV; Brian Carlson and Nic Querolo, Bloomberg; Richard Bilbao, OBJ; and Aaron Wockenfuss. Those participating via teleconference were: Erin O'Donnell, Communications; Michele Dicus and Kimberley Ferretti, Human Resources; Chris Ferraro and Mark Swanson, RCES; Todd Rimmer, WDI; Craig Sandt, Facilities; Lexy Wollstadt, Finance; and Mike Crikis, Environmental Sciences.

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

### **SAFETY MINUTE**

Mr. Eddie Fernandez presented the safety instructions for the Administration Building. Mr. Fernandez identified the locations of the first aid supplies, AED's, emergency exits as well as the evacuation procedures.

### **APPROVAL OF MINUTES**

Minutes from the January 25, 2023 BOS Meeting were approved and accepted as presented.

The District Clerk recorded proof of publication of the meeting notice.

## **REPORTS**

Mr. Classe announced that on Friday February 10<sup>th</sup>, at the Holiday Inn, the District has its first Women in STEM breakfast recognizing and celebrating District women in Science, Technology, Engineering and Mathematics. We anticipate over 35 in attendance. Our guest speaker is Kathleen Brooks Loftin the Center Chief Technologist at NASA's John F. Kennedy Space Center and former Chemistry Lab manager at RCID.

## **PUBLIC HEARING**

### **Item 6A – Chapter 163 Developer's Agreement – Final Reading**

President Hames then called a Public Hearing to order at 9:33 a.m. Mr. Classe requested Board approval of a Chapter 163 Developer's Agreement between RCID and **Walt Disney Parks and Resorts U.S., Inc.** consistent with the RCID Comprehensive Plan and Land Development Regulations.

Mr. Classe advised that there has been no changes since the first reading and the Board is being asked to consider a proposed development agreement between the District and Walt Disney Parks and Resorts U.S., Inc. (Disney). This is the second of two public hearings required to approve the development agreement. This meeting was properly noticed.

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. President Hames then closed the Public Hearing at 9:34 a.m. **(EXHIBIT A)**

## **REGULAR AGENDA**

### **Item 7A – Review of RCID Financial Statements**

Ms. Higginbotham requested for the Board to accept FY2022 RCID Financial Statements. A copy of the Financial Statements was provided to the BOS with their packages. Ms. Higginbotham presented slides advising what services the Auditors, Cherry Bekaert, are engaged to perform. Ms. Higginbotham reported that she was pleased with the technical consulting support that Cherry Bekaert is providing to the District. Ms. Higginbotham reported that the District had an increase in total net position of \$44.4 million; a decrease in net long-term debt of \$59.7 million with principal payments of \$53.7 million; an increase in net pension liability of \$38.6 million; a decrease in net OPEB liability of \$18.3 million. Ms. Higginbotham reported on Financial Statement Highlights for FY2022; return to normal operational levels post-pandemic. Changes for

services increased 9.7%; Ad Valorem tax revenues increased 16.2%; utility operations expenses increased 20.8% and Governmental activities expenses increased 6.8%.

Ms. Higginbotham reported on 2023 items, which include GASB 96 Subscription-Based Information Technology Arrangements. She advised that there are changes to the way certain IT arrangements are accounted for in the financial statements and comprehensive review of existing agreements. Ms. Higginbotham asked if there were any questions and there were none.

Ms. Higginbotham introduced Ron Conrad, Brian Liffick and Justin Conley from Cherry Bekaert. Mr. Conrad and his team gave a brief presentation to the Board. The Auditors advised that they have finished their audit and concluded with clean unmodified audit opinions for the District. Mr. Conrad reported that there were no difficulties or disagreements with management; Mr. Conrad thanked management for their support during the audit process as well as the Board. Mr. Conrad asked if there were any questions on his presentation and there were none.

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 7B – License Agreement**

Mr. Classe requested for Board approval and District Administrator authorization to sign a License Agreement between the Reedy Creek Improvement District (RCID) and **Walt Disney Parks and Resorts U.S., Inc. (WDPR)** for the continued use by WDPR of the Disney Springs parking garages and pedestrian bridge for security screening. The License Agreement will be in substantially similar form as attached hereto as **EXHIBIT C** with such changes as the District Administrator reasonably approves. Mr. Classe advised in 2020, during the pandemic, the District executed a license agreement with Walt Disney Parks and Resorts, U.S., Inc. to allow for guest screening in the Disney Springs parking garages to promote the safety and welfare of visitors to the Disney Springs area. Over the past year, we have worked with Disney to refine the footprint of the screening operations and the agreement before you replaces the existing license agreement. 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 7C – RCES Labor Service Agreement**

Mr. Classe requested for Board approval and District Administrator authorization to sign the Amended and Restated Labor Service Agreement between the Reedy Creek Improvement District (RCID) and **Reedy Creek Energy Services (RCES)**. The agreement is modified to be consistent with RCID's 2032 Comprehensive Plan, to extend the term of the agreement, to update the scope of services, to amend the procedures to calculate RCES' fees, and to address other administrative items. The Amended and Restated Labor Service Agreement will be in substantially similar form as attached hereto as **EXHIBIT D** with such changes as the District Administrator reasonably approves. Mr. Classe advised that there is a labor services agreement between the District and Reedy Creek Energy Services to provide assistance in the operation of the District's utility

systems. The agreement is budgeted and approved annually and there are no changes to the current fee. The proposed amended and restated agreement modifies the existing agreement to:

- Be consistent with the District's 2032 Comprehensive Plan;
- Update and clarify the scope of services;
- Amend the procedures to calculate the fees;
- Extend the term of the agreement; and
- Address other administrative items.

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.

#### **Item 7D – Declaration of Restrictive Covenants**

Mr. Classe requested for Board approval and District Administrator authorization to sign a Declaration of Restrictive Covenants by Reedy Creek Improvement District (RCID). The Declaration is associated with the Chapter 163 Developer's Agreement, which provides certainty regarding future development to **Walt Disney Parks and Resorts U.S., Inc. (WDPR)** and is consistent with RCID's 2032 Comprehensive Plan. The Declaration will be in substantially similar form as attached hereto as **EXHIBIT E** with such changes as the District Administrator reasonably approves. Mr. Classe advised that the Declaration is associated with the Chapter 163 Developer's Agreement that the Board just approved and is consistent with the RCID 2032 Comprehensive Plan adopted by the Board in January. The Declaration is consistent with the Board's planning powers:

- to guide and accomplish the coordinated, balanced and harmonious development of the land within the District in accordance with existing and future needs; and
- memorializes that the District Property will be used for valid government purposes to promote the general welfare of the District's inhabitants and property owners; and

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.

#### **Item 7E – License Agreement**

Mr. Classe requested for Board approval and District Administrator authorization to sign a License Agreement between the Reedy Creek Improvement District (RCID) and **Walt Disney Parks and Resorts U.S., Inc. (WDPR)** for the continued use by WDPR of certain RCID property for the placement and use of WDPR equipment, which equipment includes, among other items, a compressed air utility system. The License Agreement will be in substantially similar form as attached hereto as **EXHIBIT F** with such changes as the District Administrator reasonably approves. Mr. Classe advised that Disney operates and maintains the equipment and there is no cost to RCID. 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.

### **OTHER BUSINESS**

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

Mr. Classe advised that today's Final Thought is from John Wooden, Basketball Coach; *"Things turn out best for the people who make the best of the way things turn out."*

There being no further business to come before the Board, the meeting was adjourned at 9:58 a.m.

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Laurence C. Hames  
President, Board of Supervisors

ATTEST

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

## ***DEPARTMENT REPORTS***

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





## Reedy Creek Energy Services

## Memorandum

To: John Classe

Date: February 22, 2023

From: Christine Ferraro

Extension: (407) 824-4121

Subject: January 2023 - Monthly Utilities Report

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### Electric and Natural Gas Purchases and Sales

January 2023: Megawatt hour loads were .6% higher than plan for the month, the peak load for the month was approximately 1.7% above plan levels as well. Average temperatures for January 2023 were 4.7% higher when compared to the same month in 2022 and 3.3% higher when compared to the average temperatures experienced in 2021. Total cost per megawatt hour (\$/MWh) for the month was approximately 36% below budgeted levels equating to approximately \$1.6M of net electric cost reduction to plan. Lower electric costs in January 2023 were driven primarily by lower Duke RCF purchase volumes and lower RCF gas pricing resulting in approximately \$1M in cost savings. Other cost savings were associated with FMPA Tolling, lower market purchases offsetting more expensive existing contracts, lower transmission costs as well as lower imbalance charges. Electric cost reduction impacts were driven by lower natural gas pricing as well as favorable natural gas hedge settlements resulting from RCID's natural gas hedging program.

### Natural Gas (Distribution and Hot Water)

January 2023: Actual Natural gas commodity prices were 13% lower than plan for the month, with volumes approximately 4.97% higher than budgeted levels. The natural gas commodity costs were impacted primarily by RCID's existing hedges, lower market commodity prices due to increased market production levels and warmer temperatures. Total natural gas cost per MMBtu (\$/MMBtu) for the month was approximately 14% lower than budgeted levels due to lower commodity costs resulting a market shift with lower market pricing as well as RCID's hedge program result for the month. In general, RCID's January 2023 hedge settlements were significantly in RCID's favor and greater than budgeted levels thus resulting in lower overall gas commodity costs. Gross natural gas costs were approximately \$100K below budgeted levels driven by lower volumes and lower commodity market pricing. RCID's natural gas price hedging program continues to provide price risk mitigation that helps to cap market exposure on gas commodity prices. Commodity price volatility in the gas market is expected to continue through FY23.

## Water Resources

Jan-23	2022		2023		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	441.7	14.2	494.3	15.9	52.6	1.7	11.9%
Wastewater Generation	376.9	12.2	358.9	11.6	-18.0	-0.6	-4.8%
Reclaimed Water Usage	132.5	4.3	152.8	4.9	20.3	0.7	15.3%
Wastewater Contribution from OCU	57.6	2.1	0.0	0.0	-57.6	-2.1	-100.0%
Rainfall measured at RCID WWTP (in)	1.2		0.9		-0.3		-27.4%

## Solid Waste Operations

State of the Utility Report - Solid Waste Activities					Reference January 2020
January 2023					
	2022	2023	Difference	% Difference	
Class I Waste Collected by RCES	5008	5680	672	13%	6274
Class III Waste Collected by RCES	169	204	35	21%	258
Offsite Landfill	5301	6251	950	18%	7125
Food Waste	1241	1514	273	22%	1808
Class I Recycle	1214	1570	356	29%	1444
Green Waste	912	1088	176	19%	1575
C&D Collected	889	1158	269	30%	2037
Manure	383	347	-36	-9%	369

\* All Data in Tons

**REEDY CREEK IMPROVEMENT DISTRICT**  
**MONTHLY INTERCHANGE REPORT**  
 Jan-23

chk'd			Gross	Duke	FPL	FPC	TEC	NET	MWs from Indirect	ECONOMY	FIRM	TOTAL	INITIAL
INITIAL	CO.		MWH	Imbalance	LOSS	LOSS	LOSS	MWH	Delivery Point	COST	COST	\$ / MWH	
=													=
CO	Exelon/Constellation		160	0	0	0	0	160		\$4,800.00		\$ 30.00	CO 02-07-23
CO	Citrus Ridge Solar		6,627	0	0	0	0	6,627			\$256,854.19	\$ 38.76	CO 02-07-23
CO	Duke-RC		3,090	0	0	0	0	3,090		\$82,365.00		\$ 26.66	CO 02-03-23
	Duke-Hamilton Solar		0	0	0	0	0	0			\$0.00	#DIV/0!	
CO	Duke-RC Franklin		16,031	0	0	0	0	16,031			\$1,073,684.73	\$ 66.98	CO 02-07-23
	Duke-RC Franklin Settlement #1										\$255,267.37	BP	CO 02-07-23
	Duke-RC Franklin Settlement #2										\$0.00	Morgan Stanley	
	Duke-RC Franklin Settlement #3										\$0.00	Cargill	
	Duke-RC Franklin Settlement #4										\$71,404.24	JP Morgan	CO 02-07-23
CO	Duke-Solar		642	0	0	0	0	642			\$44,284.53		CO 02-07-23
	FMPA Tolling(Cane Island)		39,432	0	0	0	0	39,432			\$151,813.20		EST
CO	POU-RC		80	0	0	0	0	80		\$2,320.00		\$ 29.00	CO 02-08-23
CO	REM-RC		8,814	0	0	0	0	8,814		\$289,968.00		\$ 32.90	CO 02-03-23
CO	TYR Energy		4,930	0	0	0	0	4,930		\$164,582.00		\$ 33.38	CO 02-01-23
CO	TAL-RC		11,520	0	0	0	0	11,520		\$365,640.00		\$ 31.74	CO 02-03-23
	TEA-RC		0	0	0	0	0	0		\$0.00		#DIV/0!	
	FPL Non Firm T & D									\$0.00		\$0.00	
	Duke Non Firm T & D										\$0.00		
CO	Duke FIRM T&D										\$543,087.02		CO 02-07-23
CO	Duke Energy Imbalance		-1465.208					-1465		(\$25,410.14)			CO 02-07-23

PURCHASES													
			89861	0	0	0	0	89,861	0	\$884,264.86		\$2,396,395.27	
INITIAL			MWH	Losses to Duke	FPL	SEC	TEC	NET	MWs to Indirect	ECONOMY	FIRM	TOTAL	
=				LOSS	LOSS	LOSS	LOSS	MWH	Delivery Point	COST	COST	\$ / MWH	
	RC-POU J		0	0	0	0	0	0		\$0.00		#DIV/0!	
	RC-TEA J		0	0	0	0	0	0		\$0.00		#DIV/0!	
	RC-EXE J		0	0	0	0	0	0		\$0.00		#DIV/0!	
	TOTAL SALES		0	0	0	0	0	0		\$0.00	\$0.00	#DIV/0!	
	TOTAL		89861	0	0	0	0	89861		\$884,264.86	\$2,396,395.27		
	NEL Including EPCOT Diesels and CoGen		89863										

AVG \$ / MWH

\$36.51

TOTAL ECONOMY AND FIRM COST

\$3,280,660.13

Month	NEL	Peak	Time	Day
Jan-23	89,862.9	158.7	15:00	1/4/2023

COGEN GENERATION	
GT MONTHLY	0.0
ST MONTHLY	0.0
GT & ST MONTHLY	0.0
ECEP GENERATION	
ECEP #1 MONTHLY	2.01
ECEP #2 MONTHLY	0.0
ECEP #1 & #2 MONTHLY	2.01
TOTAL GENERATION	2.01

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

<b>Company</b>	<b>Electric Sales</b>	<b>Electric Purchases [1]</b>	<b>Net Profit/(Cost) [2]</b>	<b>Monthly Sales Subtotal</b>	<b>Monthly Purchases Subtotal</b>	<b>Net Profit /(Cost) Subtotal</b>
<b>Oct-22</b>						
City of Tallahassee	\$0.00	\$21,280.00	\$2,579.20			
Duke Energy Florida	\$0.00	\$407,895.00	\$26,825.00			
Excellon/Constellation	\$0.00	\$84,420.00	\$2,893.80			
Rainbow Energy Marketing	\$46,200.00	\$0.00	\$12,790.10			
The Energy Authority	\$0.00	\$39,950.00	\$6,722.65			
TYR Energy	\$0.00	\$57,796.00	\$9,081.02			
<b>Total October 2022</b>				<b>\$46,200.00</b>	<b>\$611,341.00</b>	<b>\$60,891.77</b>
<b>Nov-22</b>						
City of Tallahassee	\$0.00	\$4,000.00	\$2,307.20			
Duke Energy Florida	\$0.00	\$385,765.00	\$42,170.05			
Excellon/Constellation	\$0.00	\$14,700.00	\$0.00			
Orlando Utilities Commission	\$8,700.00	\$0.00	\$1,282.50			
Rainbow Energy Marketing	\$0.00	\$20,890.00	\$692.74			
TYR Energy	\$0.00	\$40,248.00	\$6,328.80			
<b>Total November 2022</b>				<b>\$8,700.00</b>	<b>\$465,603.00</b>	<b>\$52,781.29</b>
<b>Dec-22</b>						
City of Tallahassee	\$0.00	\$90,600.00	\$9.72			
Duke Energy Florida	\$0.00	\$356,635.00	\$30,895.15			
Excellon/Constellation	\$66,220.00	\$0.00	\$33,607.00			
Orlando Utilities Commission	\$6,300.00	\$0.00	\$539.00			
Rainbow Energy Marketing	\$0.00	\$26,752.00	\$0.00			
The Energy Authority	\$273,020.00	\$720.00	\$169,008.62			
<b>Total December 2022</b>				<b>\$345,540.00</b>	<b>\$474,707.00</b>	<b>\$234,059.49</b>
<b>Jan-23</b>						
City of Tallahassee	\$0.00	\$365,640.00	\$50,201.00			
Duke Energy Florida	\$0.00	\$82,365.00	\$24,530.15			
Excellon/Constellation	\$0.00	\$4,800.00	\$1,009.60			
Orlando Utilities Commission	\$0.00	\$2,320.00	\$508.00			
Rainbow Energy Marketing	\$0.00	\$289,968.00	\$30,999.48			
TYR Energy	\$0.00	\$164,582.00	\$15,461.09			
<b>Total January 2023</b>				<b>\$0.00</b>	<b>\$909,674.99</b>	<b>\$122,709.33</b>
<b>FY2023 to Date Total</b>	<b>\$400,440.00</b>	<b>\$2,461,326.00</b>	<b>\$470,441.87</b>	<b>\$400,440.00</b>	<b>\$2,461,326.00</b>	<b>\$470,441.87</b>

[1] Does not include any purchases under long term firm contracts.

[2] Only includes impact of energy marketing activity.

**Profit**  
**16.44%**

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

<b>Company</b>	<b>MMBTU's</b>	<b>\$/ MMBTU's</b>	<b>Monthly Purchase Subtotal</b>	<b>Monthly Sales Subtotal</b>	<b>Net Monthly Sales and Purchases Subtotal</b>	<b>Monthly Budgeted MMBTU's</b>	<b>Budgeted \$/ MMBTU's</b>	<b>Monthly Budgeted Subtotal</b>
<b>Oct-22</b> Hedge Settlements - Citi,JPM,MS,BP			(\$1,248,989.35)	\$0.00	(\$1,248,989.35)	452,283		\$1,974,095.65
FGU	158,565		\$1,084,267.47	\$0.00	\$1,084,267.47			
Gas South	103,973		\$617,695.22	\$0.00	\$617,695.22			
Radiate Energy	29,428		\$170,488.55	\$0.00	\$170,488.55			
TENASKA	158,565		\$1,128,665.67	\$0.00	\$1,128,665.67			
Bookout - TAL	1,944		\$10,947.61	\$0.00	\$10,947.61			
FGT Usage			\$21,975.46	\$0.00	\$21,975.46			
<b>Total October 2022</b>	<b>452,475</b>	<b>\$3.95</b>	<b>\$1,785,050.63</b>	<b>\$0.00</b>	<b>\$1,785,050.63</b>	<b>452,283</b>	<b>\$4.36</b>	<b>\$1,974,095.65</b>
<b>Nov-22</b> Hedge Settlements - JPM, DB/MS,BP, & Cargill			(\$891,803.31)	\$0.00	(\$891,803.31)	466,179		\$1,682,787.51
MMGA	75,000		\$367,012.50	\$0.00	\$367,012.50			
Gas South	304,939		\$1,627,105.31	\$0.00	\$1,627,105.31			
TENASKA	78,450		\$410,764.20	\$0.00	\$410,764.20			
Mercuria	6,360		\$32,982.96	\$0.00	\$32,982.96			
Bookout - PGS	(6,498)		(\$34,704.38)	\$0.00	(\$34,704.38)			
FGT Usage			\$22,669.97	\$0.00	\$22,669.97			
<b>Total November 2022</b>	<b>458,251</b>	<b>\$3.35</b>	<b>\$1,534,027.25</b>	<b>\$0.00</b>	<b>\$1,534,027.25</b>	<b>466,179</b>	<b>\$3.61</b>	<b>\$1,682,787.51</b>
<b>Dec-22</b> Hedge Settlements - JPM, DB/MS,BP, & Cargill			(\$1,626,498.38)	\$0.00	(\$1,626,498.38)	498,238		\$1,821,823.26
MMGA	77,468		\$497,305.83	\$0.00	\$497,305.83			
Gas South	352,204		\$2,415,526.35	\$0.00	\$2,415,526.35			
TENASKA	80,490		\$552,322.38	\$0.00	\$552,322.38			
Radiate	1,200		\$7,656.00	\$0.00	\$7,656.00			
Bookout - St Joe Natural Gas	(1,207)		(\$7,018.23)	\$0.00	(\$7,018.23)			
FGT Usage			\$24,884.78	\$0.00	\$24,884.78			
<b>Total December 2022</b>	<b>510,155</b>	<b>\$3.65</b>	<b>\$1,864,178.73</b>	<b>\$0.00</b>	<b>\$1,864,178.73</b>	<b>498,238</b>	<b>\$3.66</b>	<b>\$1,821,823.26</b>
<b>Jan-23</b> Hedge Settlements - JPM, DB/MS,BP, & Cargill			(\$768,906.98)	\$0.00	(\$768,906.98)	514,088		\$1,858,592.09
MMGA	77,500		\$342,278.75	\$0.00	\$342,278.75			
Gas South	247,767		\$1,154,453.33	\$0.00	\$1,154,453.33			
Mercuria	203,515		\$952,592.34	\$0.00	\$952,592.34			
Radiate	1,622		\$5,255.28	\$0.00	\$5,255.28			
Cashout - FGT	(7,051)		(\$20,398.54)	\$0.00	(\$20,398.54)			
FGT Usage			\$25,789.12	\$0.00	\$25,789.12			
<b>Total January 2023</b>	<b>523,353</b>	<b>\$3.23</b>	<b>\$1,691,063.29</b>	<b>\$0.00</b>	<b>\$1,691,063.29</b>	<b>514,088</b>	<b>\$3.62</b>	<b>\$1,858,592.09</b>
<b>FY2023 to Date Total</b>	<b>1,944,234</b>	<b>\$3.54</b>	<b>\$6,874,319.90</b>	<b>\$0.00</b>	<b>\$6,874,319.90</b>	<b>1,930,788</b>	<b>\$3.80</b>	<b>\$7,337,298.52</b>
Volume Variance % (mmbtu)	0.7%							
Volume Variance \$(000)	\$51,096							
Rate Variance \$(000)	(\$514,074)							
Total System Variance YTD	(\$462,979)							
Check	(\$462,979)							
	-							



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: <b>BP Energy Company</b> For the account of:  Account Name: Wire Bank: Wire City/State: Transit/ABA: Account No:	Invoice Number: 21247492 Invoice Date: 12/29/2022 Contract No: 20368 Due By: 01/05/2023  <b>BP Energy Company</b> <b>JPMorgan Chase Bank</b> Columbus, OH 021000021 9102548097

Jan 2023 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	1298469	11/08/2018	01	31	S	26,753	MMBTU	NG_NYMEX(NYM 1d)	4.7090	0.0000	4.7090	Fixed Price	2.7050	0.0000	2.7050	\$(53,613.01)
NG-FP-SWAP	14696037	01/14/2020	01	31	S	25,823	MMBTU	NG_NYMEX(NYM 1d)	4.7090	0.0000	4.7090	Fixed Price	2.4800	0.0000	2.4800	\$(57,559.47)
NG-FP-SWAP	15820440	11/19/2020	01	31	S	27,590	MMBTU	NG_NYMEX(NYM 1d)	4.7090	0.0000	4.7090	Fixed Price	2.5850	0.0000	2.5850	\$(58,601.16)
<b>Total Swap and Options Amount Due BP (Customer):</b>															USD \$(169,773.64)	

RCID to RECEIVE Pymt from BP on 1-5-2023. APPROVED  
by Ray M Crooks

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.



<u>Customer Information</u>		<u>Invoice Information</u>
Address: Reedy Creek Improvement District	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 11994856-1
US	Bank: SUN TRUST BANK	Invoice Date: December 29, 2022
Attention: SETTLEMENTS REEDYCREEK	Swift Code/ABA 061000104	Due Date: January 05, 2023
Phone: n/a	Acct. Number: /6215215046213/REEDY CREEK	Citi Katie Payne
Fax: n/a		Phone: 1-713-693-6516
Email: Ray.crooks@disney.com		Fax:
		Email: katie.payne@citi.com

<b>PAYMENT DUE DATE:</b>	January 05, 2023
<b>TOTAL DUE Reedy Creek Improvement District :</b>	USD -51,800.94 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.

**RCID to RECEIVE pymt from CITI on 1-5-2023. APPROVED by Ray M Crooks**

Credit Note

Swaps										
#	Trade ID	Trade Date	Index 1	Index 2	Delivery Month	Unit	Notional Quantity	Fixed Price	Float Price	Amount Due
1	45075193	06/06/2019	NYMEX NG		Jan-23	MMBTU	-25823.00	2.703/MMBTU	4.709/MMBTU	-51,800.94
<b>Total Trades 1</b>									<b>Swaps Sub-Total: -51,800.94</b>	

<b>PAYMENT DUE DATE:</b>		<b>January 05, 2023</b>
<b>TOTAL DUE Reedy Creek Improvement District :</b>		<b>USD -51,800.94 USD</b>



# J.P.Morgan

<b>Invoice Ref:</b> JPM429275F	<b>Counterparty:</b>	<b>Description:</b> Standard Settlement Instructions
<b>Invoice Date:</b> 29-Dec-2022	Reedy Creek Improvement District	<b>Pay to:</b> JPMorgan Chase Bank New York
<b>From:</b> J.P. Morgan Chase Bank National Association, New York	1900 Hotel Boulevard	CHASUS33
<b>Telephone:</b>	Lake Beuna Vista	ABA:021000021
<b>Fax:</b>	32830	<b>For a/c:</b> JPMorgan Chase Bank New York
<b>Email:</b> ebms.settlements.bmth@jpmorgan.com	Florida, United States	304256374
<b>Payment Date:</b> 05-Jan-2023		

Commodity Type: Nymex

Trade Date	Deal #	Trade Type	Fixed Price	Float Price	Start Date	End Date	Quantity	Settlement Amount
09-Jan-2019	8500012F-3ZAS	Swap	2.716000	-4.709000	01-Jan-2023	31-Jan-2023	26,753.00	-53,318.73
10-Apr-2019	85000F9-7TKB7	Swap	2.746000	-4.709000	01-Jan-2023	31-Jan-2023	25,823.00	-50,690.55
17-Sep-2019	85000F9-8M42S	Swap	2.569000	-4.709000	01-Jan-2023	31-Jan-2023	25,823.00	-55,261.22
05-Mar-2020	8500012F-46DY	Swap	2.435000	-4.709000	01-Jan-2023	31-Jan-2023	27,590.00	-62,739.66
13-Jan-2022	85000F9-EJLJP	Swap	3.938000	-4.709000	01-Jan-2023	31-Jan-2023	161,262.00	-124,333.00
<i>Subtotal USD</i>								-346,343.16

**JPMorgan Pays Net ( USD ) -346,343.16**

RCID to RECEIVE pymt from JPM on 1-5-2023. APPROVED by Ray M Crooks

Summary Credit Note

Invoice Date: Dec-29-2022
Invoice Number: 2150480-1
Due Date: Jan-05-2023

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: +1 443 627-5166
Fax: 914-750-0751
Email: commodfinsettlementsind@morganstanley.com

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

Account: 0579GFAB8

Table with 2 columns: Description, Amount Due. Row 1: Swap, (200,989.244) USD. Row 2: (200,989.244) USD. Row 3: Due Date: Jan-05-2023, (200,989.24) USD.

RCID to RECEIVE pymt from Morgan Stanley on
January 5, 2023. APPROVED by Ray M Crooks

**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
22058598	Aug-20-2020	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Dec 28, 2022, You Pay Fixed	36,425 MMBT	Float 4.7090	Fixed 2.56800	(77,985.925) USD
22323412	Dec-08-2020	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Dec 28, 2022, You Pay Fixed	27,590 MMBT	Float 4.7090	Fixed 2.49600	(61,056.67) USD
22543575	Mar-24-2021	Swap - We Pay "Natural Gas NYMEX Last Day Settle" Dec 28, 2022, You Pay Fixed	28,799 MMBT	Float 4.7090	Fixed 2.55800	(61,946.649) USD

**Total Due From Morgan Stanley Capital Group Inc. in USD (200,989.24)**

Due Date: Jan-05-2023



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: <b>BP Energy Company</b> For the account of:  Account Name: Wire Bank: Wire City/State: Transit/ABA: Account No:	Invoice Number: 21252391 Invoice Date: 02/01/2023 Contract No: 20368 Due By: 02/07/2023  <b>BP Energy Company</b> <b>JPMorgan Chase Bank</b> Columbus, OH 021000021 9102548097

Jan 2023 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	17910559	12/20/2022	01	31	S	95,976	MMBTU	NG_FGT_Z3_Daily_GD( Gas Daily)	3.3503	0.0000	3.3503	Fixed Price	6.0100	0.0000	6.0100	\$255,267.37
<b>Total Swap and Options Amount Due BP (Customer):</b>															USD \$255,267.37	

RCID agrees with this invoice and will remit payment on February 7, 2023. APPROVED for Payment by Ray M Crooks on 2-6-23

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.

# J.P.Morgan

<b>Invoice Ref:</b> JPM433447F	<b>Counterparty:</b>	<b>Description:</b> Standard Settlement Instructions
<b>Invoice Date:</b> 02-Feb-2023	Reedy Creek Improvement District	<b>Pay to:</b> JPMorgan Chase Bank, N.A, New York
<b>From:</b> J.P. Morgan Chase Bank National Association, New York	1900 Hotel Boulevard	CHASUS33
<b>Telephone:</b>	Lake Beuna Vista	ABA 021000021
<b>Fax:</b>	32830	<b>For a/c:</b> JPMorgan Chase Bank, N.A, New York
<b>Email:</b> ebms.settlements.bmth@jpmorgan.com	Florida, United States	304256374
<b>Payment Date:</b> 07-Feb-2023		

Commodity Type: GULF COAST GD

Trade Date	Deal #	Trade Type	Fixed Price	Float Price	Start Date	End Date	Quantity	Settlement Amount
29-Dec-2022	85000F9-GW6LJ	Swap	4.590000	-3.350300	01-Jan-2023	31-Jan-2023	57,598.00	71,404.24
<i>Subtotal USD</i>								71,404.24
<b>JPMorgan Receives Net ( USD )</b>								<b>71,404.24</b>

RCID agrees with this invoice and will remit payment on February 7, 2023. APPROVED by Ray M Crooks on 2-6-23



# FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

<b>Stmnt D/T:</b>	2/9/2023 12:00:00 AM	<b>Remit to Party:</b>	006924518	<b>Payee:</b>	006924518
<b>Billable Party:</b>	091306597		FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT	<b>Payee's Bank Account Number:</b>	Account # 9600168869
	Reedy Creek Improvement District LISA MEARS P.O. Box 10000	<b>Remit Addr:</b>	P.O. BOX 204032 Dallas, TX 75320-4032	<b>Payee's Bank ACH Number:</b>	ABA # 041203824
				<b>Payee's Bank Wire Number:</b>	ABA # 121000248
				<b>Payee's Bank:</b>	Wells Fargo Bank NA
				<b>Payee's Name:</b>	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
	Lake Buena Vista, FL 32830			<b>Contact Name:</b>	Sharon Pyburn
				<b>Contact Phone:</b>	(713) 989-2093

<b>Svc Req Name:</b>	Reedy Creek Improvement District	<b>Invoice Date:</b>	2/10/2023	<b>Invoice Total Amount:</b>	\$2,374.49
<b>Svc Req:</b>	091306597	<b>Sup Doc Ind:</b>	Shipper Imbalance	<b>Invoice Identifier:</b>	000397824
<b>Svc Req K:</b>	3631	<b>Charge Indicator:</b>	Bill on Deliveries	<b>Account Number:</b>	1000038860
<b>Svc Code:</b>	FTS-2	<b>Prev Inv ID:</b>		<b>Net Due Date:</b>	02/17/2023
<b>Invoice Type:</b>	COMMODITY				

**Begin Transaction Date:** 1/1/2023      **End Transaction Date:** 1/31/2023      Please reference your invoice identifier and your account number in your wire transfer.

Line No	Rec Loc	Rec Loc Name	Rec Zn	Del Loc	Del Loc Name	Del Zn	Charge Type	Base Rate	Base Rate Disc	Net Rate	Quantity	Amount Due	Date Range	TT
1			16174		Reedy Creek Resid		MARKET							
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	21,235	\$443.81	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0015	\$0.0000	\$0.0015	21,235	\$31.85	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0198	\$0.0000	\$0.0198	21,235	\$420.45	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0053	\$0.0000	\$0.0053	21,235	\$112.55	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0036)	\$0.0000	(\$0.0036)	21,235	(\$76.45)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0070	\$0.0000	\$0.0070	21,235	\$148.65	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	\$0.0006	\$0.0000	\$0.0006	21,235	\$12.74	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	(\$0.0045)	\$0.0000	(\$0.0045)	21,235	(\$95.56)	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0029	\$0.0000	\$0.0029	21,235	\$61.58	1-31	
												\$1,059.63		
2			16175		Reedy Creek Theme		MARKET							
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	26,350	\$550.72	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0015	\$0.0000	\$0.0015	26,350	\$39.53	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0198	\$0.0000	\$0.0198	26,350	\$521.73	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0053	\$0.0000	\$0.0053	26,350	\$139.66	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0036)	\$0.0000	(\$0.0036)	26,350	(\$94.86)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0070	\$0.0000	\$0.0070	26,350	\$184.45	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	\$0.0006	\$0.0000	\$0.0006	26,350	\$15.81	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	(\$0.0045)	\$0.0000	(\$0.0045)	26,350	(\$118.58)	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0029	\$0.0000	\$0.0029	26,350	\$76.42	1-31	
												\$1,314.87		

**Invoice Total Amount: 47,585 \$2,374.49**

*Sharon Pyburn*

approved 02/09/2023



# FLORIDA GAS TRANSMISSION COMPANY, LLC

An Energy Transfer/Kinder Morgan Affiliate

Invoice

Final

<b>Stmnt D/T:</b>	2/9/2023 12:00:00 AM	<b>Remit to Party:</b>	006924518	<b>Payee:</b>	006924518
<b>Billable Party:</b>	091306597		FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT	<b>Payee's Bank Account Number:</b>	Account # 9600168869
	Reedy Creek Improvement District LISA MEARS P.O. Box 10000	<b>Remit Addr:</b>	P.O. BOX 204032 Dallas, TX 75320-4032	<b>Payee's Bank ACH Number:</b>	ABA # 041203824
				<b>Payee's Bank Wire Number:</b>	ABA # 121000248
				<b>Payee's Bank:</b>	Wells Fargo Bank NA
				<b>Payee's Name:</b>	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
	Lake Buena Vista, FL 32830			<b>Contact Name:</b>	Sharon Pyburn
				<b>Contact Phone:</b>	(713) 989-2093

<b>Svc Req Name:</b>	Reedy Creek Improvement District	<b>Invoice Date:</b>	2/10/2023	<b>Invoice Total Amount:</b>	\$23,414.63
<b>Svc Req:</b>	091306597	<b>Sup Doc Ind:</b>	Shipper Imbalance	<b>Invoice Identifier:</b>	000397831
<b>Svc Req K:</b>	5114	<b>Charge Indicator:</b>	Bill on Deliveries	<b>Account Number:</b>	1000038860
<b>Svc Code:</b>	FTS-1	<b>Prev Inv ID:</b>		<b>Net Due Date:</b>	02/17/2023
<b>Invoice Type:</b>	COMMODITY				

**Begin Transaction Date:** 1/1/2023      **End Transaction Date:** 1/31/2023      Please reference your invoice identifier and your account number in your wire transfer.

Line No	Rec Loc	Rec Loc Name	Rec Zn	Del Loc	Del Loc Name	Del Zn	Charge Type	Base Rate	Base Rate Disc	Net Rate	Quantity	Amount Due	Date Range	TT
1			16174		Reedy Creek Resid		MARKET							
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	110,499	\$2,309.43	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0015	\$0.0000	\$0.0015	110,499	\$165.75	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0198	\$0.0000	\$0.0198	110,499	\$2,187.88	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0053	\$0.0000	\$0.0053	110,499	\$585.64	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0036)	\$0.0000	(\$0.0036)	110,499	(\$397.80)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0070	\$0.0000	\$0.0070	110,499	\$773.49	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	\$0.0006	\$0.0000	\$0.0006	110,499	\$66.30	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	(\$0.0045)	\$0.0000	(\$0.0045)	110,499	(\$497.25)	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0029	\$0.0000	\$0.0029	110,499	\$320.45	1-31	
												\$5,513.90		
2			16175		Reedy Creek Theme		MARKET							
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	59,117	\$1,235.55	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0015	\$0.0000	\$0.0015	59,117	\$88.68	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0198	\$0.0000	\$0.0198	59,117	\$1,170.52	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0053	\$0.0000	\$0.0053	59,117	\$313.32	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0036)	\$0.0000	(\$0.0036)	59,117	(\$212.82)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0070	\$0.0000	\$0.0070	59,117	\$413.82	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	\$0.0006	\$0.0000	\$0.0006	59,117	\$35.47	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	(\$0.0045)	\$0.0000	(\$0.0045)	59,117	(\$266.03)	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0029	\$0.0000	\$0.0029	59,117	\$171.44	1-31	
												\$2,949.94		
3			16257		Reedy Creek Gen		MARKET							
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	21,607	\$451.59	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0015	\$0.0000	\$0.0015	21,607	\$32.41	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0198	\$0.0000	\$0.0198	21,607	\$427.82	1-31	

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

<b>Stmnt D/T:</b>	2/9/2023 12:00:00 AM	<b>Remit to Party:</b>	006924518	<b>Payee:</b>	006924518
<b>Billable Party:</b>	091306597		FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT	<b>Payee's Bank Account Number:</b>	Account # 9600168869
	Reedy Creek Improvement District LISA MEARS P.O. Box 10000	<b>Remit Addr:</b>	P.O. BOX 204032 Dallas, TX 75320-4032	<b>Payee's Bank ACH Number:</b>	ABA # 041203824
				<b>Payee's Bank Wire Number:</b>	ABA # 121000248
				<b>Payee's Bank:</b>	Wells Fargo Bank NA
				<b>Payee's Name:</b>	FLORIDA GAS TRANSMISSION CO LLC DISBURSEMENT
	Lake Buena Vista, FL 32830			<b>Contact Name:</b>	Sharon Pyburn
				<b>Contact Phone:</b>	(713) 989-2093

<b>Svc Req Name:</b>	Reedy Creek Improvement District	<b>Invoice Date:</b>	2/10/2023	<b>Invoice Total Amount:</b>	\$23,414.63
<b>Svc Req:</b>	091306597	<b>Sup Doc Ind:</b>	Shipper Imbalance	<b>Invoice Identifier:</b>	000397831
<b>Svc Req K:</b>	5114	<b>Charge Indicator:</b>	Bill on Deliveries	<b>Account Number:</b>	1000038860
<b>Svc Code:</b>	FTS-1	<b>Prev Inv ID:</b>		<b>Net Due Date:</b>	02/17/2023
<b>Invoice Type:</b>	COMMODITY				

**Begin Transaction Date:** 1/1/2023      **End Transaction Date:** 1/31/2023      Please reference your invoice identifier and your account number in your wire transfer.

Line No	Rec Loc	Rec Loc Name	Rec Zn	Del Loc	Del Loc Name	Del Zn	Charge Type	Base Rate	Base Rate Disc	Net Rate	Quantity	Amount Due	Date Range	TT
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0053	\$0.0000	\$0.0053	21,607	\$114.52	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0036)	\$0.0000	(\$0.0036)	21,607	(\$77.79)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0070	\$0.0000	\$0.0070	21,607	\$151.25	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	\$0.0006	\$0.0000	\$0.0006	21,607	\$12.96	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	(\$0.0045)	\$0.0000	(\$0.0045)	21,607	(\$97.23)	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0029	\$0.0000	\$0.0029	21,607	\$62.66	1-31	
												\$1,078.19		
4	61237	Kissimmee Cane Island			MARKET									
		Transportation Commodity					COT	\$0.0209	\$0.0000	\$0.0209	278,008	\$5,810.37	1-31	
		Surcharge: Annual Charge Adjustment					ACA	\$0.0015	\$0.0000	\$0.0015	278,008	\$417.01	1-31	
		Surcharge: Market Area Electric Power Cost					EPC-M	\$0.0198	\$0.0000	\$0.0198	278,008	\$5,504.56	1-31	
		Surcharge: Western Division Electric Power Cost					EPC-W	\$0.0053	\$0.0000	\$0.0053	278,008	\$1,473.44	1-31	
		Surcharge: LAUF Gas Deferred Surcharge					UFL	(\$0.0036)	\$0.0000	(\$0.0036)	278,008	(\$1,000.83)	1-31	
		Surcharge: Market Area Deferred Electric Power Cost Surcharge					UFM-E	\$0.0070	\$0.0000	\$0.0070	278,008	\$1,946.06	1-31	
		Surcharge: Market Area Deferred Gas Fuel Surcharge					UFM-G	\$0.0006	\$0.0000	\$0.0006	278,008	\$166.80	1-31	
		Surcharge: Western Division Deferred Electric Power Cost Surcharge					UFW-E	(\$0.0045)	\$0.0000	(\$0.0045)	278,008	(\$1,251.04)	1-31	
		Surcharge: Western Division Deferred Gas Fuel Surcharge					UFW-G	\$0.0029	\$0.0000	\$0.0029	278,008	\$806.22	1-31	
												\$13,872.60		

**Invoice Total Amount:** 469,231      \$23,414.63

*Sharon Pyburn*  
approved 02/09/2023





Confirmation issue date: 27-Dec-2022

Reedy Creek Improvement District  
Attention: Confirmations

## Confirmation

This letter is to serve as a written confirmation of the understanding reached on 22-Dec-2022, between representatives of Reedy Creek Improvement District and Mercuria Energy America, LLC (also referred to individually as "Party" or collectively as "Parties") regarding the sale and purchase of natural gas energy pursuant to the NAESB dated 20-Jul-2020 under the terms and conditions that follow.

**Terms:**

Trade Date:	22-Dec-2022
Seller:	Mercuria Energy America, LLC
Buyer:	Reedy Creek Improvement District
Delivery Period:	01-Jan-2023 to 31-Jan-2023
Service Type:	Firm
Location:	NG PIPE AMERICA FGT Jefferson TEXOK
Commodity:	Natural Gas
Quantity:	3,950.00 MMBtu/Day Total Quantity 122,450.00 MMBtu
Index Price:	NATURAL GAS - NYMEX (the closing settlement price on the last scheduled trading day for the First nearby Month Futures Contract corresponding to the relevant month in the Delivery Period)
Index Premium/Discount:	-0.1000 USD per MMBtu

<u>Delivery Period</u>	<u>Location</u>	<u>Daily Volume Elections</u>
01-Jan-2023 - 31-Jan-2023	NG PIPE AMERICA FGT Jefferson TEXOK	3,950 MMBtu

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by responding within two (2) Business Days by returning via email an executed copy of this confirmation to the attention of Commodity Confirmations team, (email PhysConfirmsNA@mercuria.com); (telephone number 001 832-209-2495).

Failure to respond within such period shall not affect the validity or enforceability of this Transaction, and shall be deemed to be an affirmation of the terms and conditions contained herein, absent manifest error.

Sincerely,  
Mercuria Energy America, LLC

Name: Stuart Suttor

Title: Authorized Signatory

Accepted:  
Reedy Creek Improvement District**Eileen Ferguson**  
**Manager Energy Planning**



Confirmation issue date: 27-Dec-2022

Reedy Creek Improvement District  
Attention: Confirmations

## Confirmation

This letter is to serve as a written confirmation of the understanding reached on 22-Dec-2022, between representatives of Reedy Creek Improvement District and Mercuria Energy America, LLC (also referred to individually as "Party" or collectively as "Parties") regarding the sale and purchase of natural gas energy pursuant to the NAESB dated 20-Jul-2020 under the terms and conditions that follow.

**Terms:**

Trade Date:	22-Dec-2022
Seller:	Mercuria Energy America, LLC
Buyer:	Reedy Creek Improvement District
Delivery Period:	01-Jan-2023 to 31-Jan-2023
Service Type:	Firm
Location:	NG PIPE AMERICA NGPL / FGT Vermillion LOUISIANA
Commodity:	Natural Gas
Quantity:	2,615.00 MMBtu/Day Total Quantity 81,065.00 MMBtu
Index Price:	NATURAL GAS - NYMEX (the closing settlement price on the last scheduled trading day for the First nearby Month Futures Contract corresponding to the relevant month in the Delivery Period)
Index Premium/Discount:	0.0800 USD per MMBtu

Delivery Period	Location	Daily Volume Elections
01-Jan-2023 - 31-Jan-2023	NG PIPE AMERICA NGPL / FGT Vermillion LOUISIANA	2,615 MMBtu

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by responding within two (2) Business Days by returning via email an executed copy of this confirmation to the attention of Commodity Confirmations team, (email PhysConfirmsNA@mercuria.com); (telephone number 001 832-209-2495).

Failure to respond within such period shall not affect the validity or enforceability of this Transaction, and shall be deemed to be an affirmation of the terms and conditions contained herein, absent manifest error.

Sincerely,  
Mercuria Energy America, LLC*Stuart Suttor*

Name: Stuart Suttor

Title: Authorized Signatory

Accepted:  
Reedy Creek Improvement District

Eileen Ferguson

Manager Energy Planning

TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A



Transaction Date: 1/24/2023  
Transaction Confirmation #: 8116

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated 10/27/2021. The terms of this Transaction Confirmation are binding unless disputed by ECS or in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

**SELLER:**

Radiate Energy LLC  
3401 NW 98th Street Suite B  
Gainesville, FL 32606  
Attn: Confirmations  
Phone:  
Fax:  
Email: Confirmations@RadiateEnergy.com  
Base Contract No.

**BUYER:**

Reedy Creek Improvement District  
5300 Center Dr.  
Lake Buena Vista, FL 32830  
Attn: Manager Energy Planning  
Phone: (407) 560-6050  
Fax:  
Email: eileen.ferguson@disney.com  
Base Contract No.

Contract Price: Florida Gas, Zone 3 GDA plus \$0.0000 per MMBtu

Delivery Period:                   Begin: 1/25/2023                   End: 1/26/2023

**Performance Obligation and Contract Quantity:**

**Type of Transaction:** Firm

**Contract Quantity:** 811 MMBtus/day

**Delivery Point(s):** FGT CS #11 Mt Vernon Zone 3 25309

**Special Conditions:**

Seller: Radiate Energy LLC

A handwritten signature in black ink that reads "Andy Seltzer".

By: Andy Seltzer

Title: Chief Operating Officer

Date: 1/26/2023

Buyer: Reedy Creek Improvement District

Buyer: A handwritten signature in blue ink that reads "Eileen Ferguson".

By: Eileen Ferguson

Title: Manager Energy Planning

Date: 01/27/2023

**Exhibit A**  
**Form of Confirmation Letter**

January 04, 2023  
**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter (“Letter”) shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida (“RCID”) and Tyr Energy LLC (“Tyr”) authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

<b>Term &amp; Price</b>	Non-Firm Energy January 05, 2023 HE1- HE24 25 MW (minus losses) @ \$31.00 per MWh
<b>Daily Total:</b>	592 MWh, \$18,352.00
<b>Delivery Points:</b>	FPC/RCID Interface
<b>Delivery Terms:</b>	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
<b>Billing:</b>	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
<b>Payment:</b>	All payments to Tyr will be in accordance to Tyr Invoice.
<b>Special Conditions:</b>	Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
January 04, 2023  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached January 04, 2023 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. January 04, 2023. Accepted and agreed upon this 4<sup>th</sup> day of January 2023.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

---

Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

---

Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

January 05, 2023  
**592mws @ \$18,352.00**

**Exhibit A**  
**Form of Confirmation Letter**

January 06, 2023  
**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter (“Letter”) shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida (“RCID”) and Tyr Energy LLC (“Tyr”) authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

<b>Term &amp; Price</b>	Non-Firm Energy January 07, 2023 through January 09, 2023 HE1- HE24 20 MW (minus losses) @ \$35.00 per MWh
<b>Daily Total:</b>	473 MWh, \$16,555.00
<b>Deal Total:</b>	1,419 MWhs, \$49,665.00
<b>Delivery Points:</b>	FPC/RCID Interface
<b>Delivery Terms:</b>	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
<b>Billing:</b>	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
<b>Payment:</b>	All payments to Tyr will be in accordance to Tyr Invoice.
<b>Special Conditions:</b>	Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.



Reedy Creek Improvement District  
January 06, 2023  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached January 06, 2023 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. January 09, 2023. Accepted and agreed upon this 6<sup>th</sup> day of January 2023.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

---

Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

---

Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

January 07-09, 2023

**473mws @ \$16,555.00**

**1,419 mws @ \$49,665.00**

**Exhibit A**  
**Form of Confirmation Letter**

January 09, 2023  
**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter (“Letter”) shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida (“RCID”) and Tyr Energy LLC (“Tyr”) authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

<b>Term &amp; Price</b>	Non-Firm Energy January 09, 2023 HE8- HE23 20 MW (minus losses) @ \$36.00 per MWh
<b>Daily Total:</b>	316 MWh, \$11,376.00
<b>Delivery Points:</b>	FPC/RCID Interface
<b>Delivery Terms:</b>	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
<b>Billing:</b>	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
<b>Payment:</b>	All payments to Tyr will be in accordance to Tyr Invoice.
<b>Special Conditions:</b>	Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
January 09, 2023  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached January 09, 2023 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. January 10, 2023. Accepted and agreed upon this 9<sup>th</sup> day of January 2023.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

---

Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

---

Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

January 10, 2023  
**316mws @ \$11,376.00**

**Exhibit A**  
**Form of Confirmation Letter**

January 10, 2023  
**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter (“Letter”) shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida (“RCID”) and Tyr Energy LLC (“Tyr”) authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

<b>Term &amp; Price</b>	Non-Firm Energy January 11, 2023 HE1- HE24 20 MW (minus losses) @ \$34.00 per MWh
<b>Daily Total:</b>	473 MWh, \$16,082.00
<b>Delivery Points:</b>	FPC/RCID Interface
<b>Delivery Terms:</b>	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
<b>Billing:</b>	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
<b>Payment:</b>	All payments to Tyr will be in accordance to Tyr Invoice.
<b>Special Conditions:</b>	Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

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Reedy Creek Improvement District  
January 10, 2023  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached January 10, 2023 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. January 11, 2023. Accepted and agreed upon this 10<sup>th</sup> day of January 2023.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

---

Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

---

Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

January 11, 2023  
**473mws @ \$16,082.00**

**Exhibit A**  
**Form of Confirmation Letter**

January 11, 2023  
**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

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**RCID** to purchase and receive, **Tyr** to sell and deliver.

<b>Term &amp; Price</b>	Non-Firm Energy January 12, 2023 HE1- HE24 20 MW (minus losses) @ \$33.00 per MWh
<b>Daily Total:</b>	473 MWh, \$15,609.00
<b>Delivery Points:</b>	FPC/RCID Interface
<b>Delivery Terms:</b>	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
<b>Billing:</b>	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
<b>Payment:</b>	All payments to Tyr will be in accordance to Tyr Invoice.
<b>Special Conditions:</b>	Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.



1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

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Reedy Creek Improvement District  
January 11, 2023  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached January 11, 2023 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. January 12, 2023. Accepted and agreed upon this 11<sup>th</sup> day of January 2023.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

\_\_\_\_\_  
Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

---

Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

January 12, 2023  
**473mws @ \$15,609.00**

**Exhibit A**  
**Form of Confirmation Letter**

January 17, 2023  
**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter (“Letter”) shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida (“RCID”) and Tyr Energy LLC (“Tyr”) authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

<b>Term &amp; Price</b>	Non-Firm Energy January 18, 2023 HE1- HE24 10 MW (minus losses) @ \$34.00 per MWh
<b>Daily Total:</b>	237 MWh, \$8,058.00
<b>Delivery Points:</b>	FPC/RCID Interface
<b>Delivery Terms:</b>	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
<b>Billing:</b>	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
<b>Payment:</b>	All payments to Tyr will be in accordance to Tyr Invoice.
<b>Special Conditions:</b>	Negotiated MWh, price per MWh, delivery period, delivery points, and delivery terms.

1. This letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provisions contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Tyr to the same extent as if each such successor and assign were named as a party hereto.
3. This letter contains the entire agreement of RCID and Tyr and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

The energy and/or capacity prices stated herein are inclusive of any and all costs incurred by the Seller related to the energy and/or capacity sold pursuant to this Confirmation Letter including, but not limited to, Seller's transmission costs to the Delivery Point, Seller's fuel costs, Seller's out-of-pocket costs (variable O&M), Seller's emission allowance costs; and new and existing taxes of any nature that are imposed on the Seller prior to the Delivery Point.

Reedy Creek Improvement District  
January 17, 2023  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached January 17, 2023 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. January 18, 2023. Accepted and agreed upon this 17<sup>th</sup> day of January 2023.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

---

Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

---

Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

January 18, 2023  
**237mws @ \$8,058.00**

January 23, 2023

**VIA TELEFAX (407) 824-6907**

Reedy Creek Improvement District

P.O. Box 10,000

5300 Center Drive

Lake Buena Vista, FL 32830

### CONFIRMATION LETTER

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Exelon Generation, a Maryland corporation with the necessary authorizations to do business in the state of Florida, regarding the sale of non-firm energy under the terms and conditions that follow:

RCID to purchase and receive Constellation Energy Generation LLC. to sell and deliver.

**Term & Price**                      Tuesday January 24, 2023  
**H.E. 0100- HE0700 & H.E. 2400**                      20MWs @ \$30.00/MWh

**Daily Total:**                      160 MWhs, \$4,800.00

**Delivery Points:**                      SOCO/FPC Interface.

**Delivery Terms:**                      RCID will be responsible for all FPC losses and transmission.

**Billing:**                                      All billings to RCID.

**Payment:**                                      All payments to Exelon Generation will be in accordance to Exelon Generation Invoice.

Past due 20 days after billing date.

**Special Conditions:**                      Non-Firm Energy

1. This Letter shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.
2. All provision contained in this Letter shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of RCID and Exelon Generation to the same extent as if each such successor and assign were named as a party hereto.
3. This Letter contains the entire agreement of RCID and Exelon Generation and no representation, warranty, inducement, promise, oral or otherwise, between the parties hereto not embodied in this Letter, shall be of any force or effect. This Letter may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as this confirmation Letter.
4. Neither any submission of this Letter by one party to the other party, nor any correspondence or other communication between the parties in connection herewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of the Letter have been fully acknowledged, signed and accepted by the parties hereto or their respective agents or attorneys. This confirmation letter is intended only as non-binding discussions and either party hereto shall have the absolute right or withdraw from such discussions without any liability whatsoever to the other party hereto.

Reedy Creek Improvement District  
January 23, 2023  
Page Three

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Please confirm that the terms stated herein accurately reflect the agreement reached January 23, 2023 between Exelon Generation and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 January 24, 2023.  
Accepted and agreed to this 23rd day of January 2023.

Constellation Energy Generation

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

Type text here

Charles O'Bannon  
Reedy Creek Energy Marketer  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval  
**Date 01-24-23**

**1/24/2023**  
**160MWhs, \$4,800.00**



**Exhibit A**  
**Form of Confirmation Letter**

January 24, 2023

VIA TELEFAX (407) 824-6907

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Tyr Energy LLC ("Tyr") authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

<b>Term &amp; Price</b>	Non-Firm Energy January 25, 2023 HE1- HE24 30 MW (minus losses) @ \$32.00 per MWh
<b>Daily Total:</b>	710 MWh, \$22,720.00
<b>Delivery Points:</b>	FPC/RCID Interface
<b>Delivery Terms:</b>	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
<b>Billing:</b>	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
<b>Payment:</b>	All payments to Tyr will be in accordance to Tyr Invoice.
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Reedy Creek Improvement District  
January 24, 2023  
Page Three

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**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

\_\_\_\_\_  
Dusty Mitchum  
Senior Director, Energy Management

Type text here

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

\_\_\_\_\_  
Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

January 25, 2023

**710mws @ \$22,720.00**

**Exhibit A**  
**Form of Confirmation Letter**

January 25, 2023  
VIA TELEFAX (407) 824-6907

Reedy Creek Improvement District  
P.O. Box 10,000  
5300 Center Drive  
Lake Buena Vista, FL 32830

**CONFIRMATION LETTER**

This letter ("Letter") shall confirm the agreement reached by and between REEDY CREEK IMPROVEMENT DISTRICT, a political subdivision of the State of Florida ("RCID") and Tyr Energy LLC ("Tyr") authorized to do business in the State of Florida regarding the sale of non-firm energy under the terms and conditions that follow:

**RCID** to purchase and receive, **Tyr** to sell and deliver.

<b>Term &amp; Price</b>	Non-Firm Energy January 26, 2023 HE1- HE24 30 MW (minus losses) @ \$32.00 per MWh
<b>Daily Total:</b>	710 MWh, \$22,720.00
<b>Delivery Points:</b>	FPC/RCID Interface
<b>Delivery Terms:</b>	Tyr will be responsible for all FPL, & TEC wheeling and transmission losses. <u>RCID</u> will be responsible for all FPC losses and transmission.
<b>Billing:</b>	All billings to be made by invoice from seller (Tyr) to purchaser (RCID)
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Reedy Creek Improvement District  
January 25, 2023  
Page Three

Please confirm that the terms stated herein accurately reflect the agreement reached January 25, 2023 between Tyr and RCID by signing below where indicated and returning an executed copy of this confirmation Letter by facsimile to RCID. Your response should reflect the appropriate party in your organization who has the authority to enter into this transaction and should be received by Reedy Creek no later than 17:00 p.m. January 26, 2023. Accepted and agreed upon this 25<sup>th</sup> day of January 2023.

**Confirmed and Agreed:**

TYR ENERGY LLC

*Dusty Mitchum*

---

Dusty Mitchum  
Senior Director, Energy Management

REEDY CREEK IMPROVEMENT DISTRICT

*Charles O'Bannon*

---

Charles O'Bannon  
Energy Marketer  
Reedy Creek Energy Services  
Authorized by  
Reedy Creek Improvement District  
Subject to Reedy Creek Improvement District  
Board of Supervisors Approval

January 26, 2023

**710mws @ \$22,720.00**



**REEDY CREEK  
IMPROVEMENT DISTRICT**

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

## **MEMORANDUM**

**DATE: February 10, 2023**

**TO: John Classe**

**FROM: C. Michael Crikis**

**SUBJECT: Monthly Report for January 2023**

---

The following is a summary of the activities completed by Environmental Sciences in the month of January 2023:

### Regulatory Activities – sampling and testing

- 404 sites were visited
- 1,620 samples were collected or delivered
- 3,339 tests were assigned
- Non-Potable Water Proficiency Testing results for the General Chemistry and Metals analyses were submitted for evaluation. The evaluation results were received with a 98% successful completion
- Non-Potable Water Proficiency Testing samples for Microbiology and Color were received and analyzed

### Mosquitoes Monitoring

- 213 traps were set up in 43 locations per week
- 19,096 mosquitoes were collected and identified
- The first 48 blood sera samples from the new 2023 sentinel flock were submitted for testing
- Dry conditions coupled with several cold days has helped to keep the mosquito populations to a minimum

### Meetings and Educational Sessions Participation

- Attended South Florida Water Management District Vegetation Management Rule Workshop

- Attended Orange County Public Hearing on the proposed updates to the Conservation Areas Ordinance
- Attended South Florida Water Management District Public Rule development webinar for ERP Application Handbook Vol. 2

#### Anniversary

- There were no anniversaries in the month of January

CC: RCID Pollution Control Board



# Pollution Control Quarterly Report

## Fourth Quarter 2022 (October–December)

### General Information

During the fourth quarter of 2022, 3,556 samples were collected or delivered from 833 sample sites. A total of 19,098 tests were performed, of which 12,568 or 66% of the total tests were from surface waters.

### Water Quality

Surface water quality within RCID is measured according to criteria in Chapter 62-302 of the Florida Administrative Code (FAC) and Numeric Nutrient Criteria specifically for Class III recreational waters. The Reedy Creek watershed includes a large wetland system, which typically has low alkalinity, dissolved oxygen and pH. These parameters may fall outside Chapter 62 FAC water quality criteria, but are not indicative of impairment or pollution.

### Routine Monitoring

Environmental Sciences monitored a number of sample locations for permit compliance as well as routine monitoring of surface water and stormwater outfalls and inflows to property. The impacts of Hurricane Ian (Sept.29th-30th) were realized during this final quarter of 2022. Due to accessibility and safety, the number of surface water samples was decreased slightly while the number of exceedances increased. However, the total exceedance rate was maintained at less than 2% of all tests analyzed.

- Swimming beaches and areas open to the public met FAC guidelines for bathing places for all locations tested.
- Out of the 12,568 surface water tests performed, 98% of tests analyzed met the FAC 62-302 and Numeric Nutrient Criteria guidelines with the following few exceptions (see maps for additional information):
  - **Nitrogen** results were elevated at seven locations (nine exceedances):
    - 1 pipe inflow to the pilot canal;
    - 1 location along the L-107 canal;
    - 1 location (2 exceedances) along the L-401 canal system;
    - 2 locations (3 exceedances) downstream of property outfalls north of US 192; and
    - 2 Celebration Village outfall locations.
  - Elevated **phosphorus** results were present at the following eleven locations (twelve exceedances):
    - 1 location along Davenport Creek at SR 545 crossing (upstream, offsite);
    - 1 upstream, offsite location southeast of I-4;
    - 1 pipe outfall near World Dr.;
    - 1 location along the L-407 canal;
    - 3 property outfalls north of US 192 (4 exceedances); and
    - 4 Celebration Village outfalls.
  - **E.coli** exceedances based on a single sample occurred at nine sites (eleven exceedances) during the third quarter. All exceedances were investigated and follow up samples were collected as necessary.
    - 1 minor exceedance in the lower portion of Reedy Creek (likely wildlife influenced);
    - 1 location upstream of the L-407 canal system; this area remains under close monitoring and further investigation to locate a potential source.
    - 2 locations (9 exceedances) within a drainage ditch between SR 535 and Hotel Plaza Blvd. Staff has been actively source tracking in this area and located some human activity nearby which may be contributing to the exceedances. RCID continues to work with the property owner to address the debris and deter further impacts in the area.
  - Fourteen exceedances for **Chlorophyll-a** were recorded within six water bodies as follows:
    - 1 location along the perimeter canal upstream of S-411;
    - 2 locations within the Village Lake system;
    - 2 locations within the L-105 canal north of Vista Blvd.;
    - 2 separate property outfall locations north of US 192 (3 exceedances); and
    - The Seven Seas Lagoon system (4 locations and 6 exceedances).

### Routine Monitoring Continued

- **pH** readings at numerous locations across property fell outside the specified criteria. All samples collected within the District jurisdiction remained consistent with historical limits.
- **Total alkalinity** results were outside of regulatory limits for nearly thirty nine percent of all sites collected and tested across property. The exceedance rates were greatest in the seven weeks following Hurricane Ian and located primarily in the heavy flowing stormwater conveyance routes. As the system returns to a more normal operation, it is anticipated that the alkalinity levels will recover.
- The number of criteria exceptions for **dissolved oxygen** measurements (for single site/event) increased from the previous quarter. This was expected given the extreme, record setting rainfall events and subsequent rapid flow rates. A return to more stabilized dissolved oxygen levels is expected next quarter.
- A minor **Iron** exceedance was documented in the L-107 canal near a culvert crossing.
- **Copper** results were elevated at three sample sites (4 exceedances) as follows:
  - 1 location in the L-407A canal system; and
  - 2 Celebration Village locations (3 exceedances).



C-15, 12/13/22  
*MHD results poor likely due to continued high water levels and flow from Hurricane Ian*



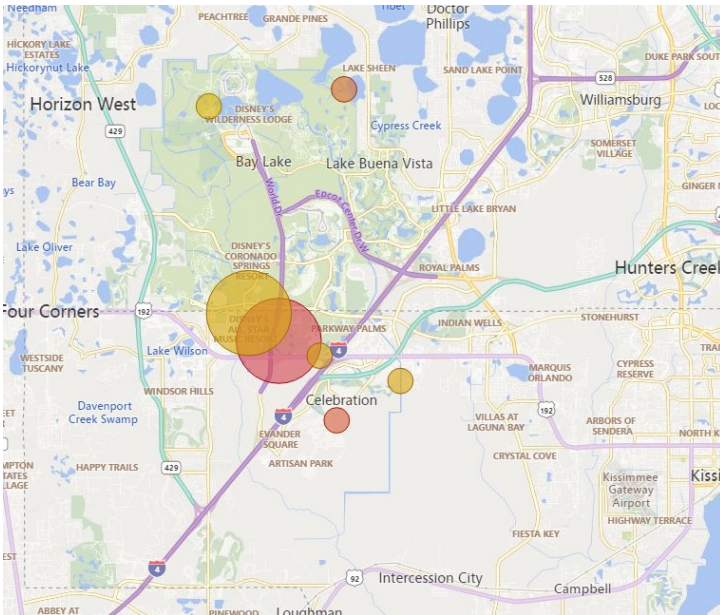
C-1F, 11/01/2022  
*Alkalinity, Dissolved Oxygen, Iron, Total Nitrogen and pH exceedances*

# Pollution Control Quarterly Report

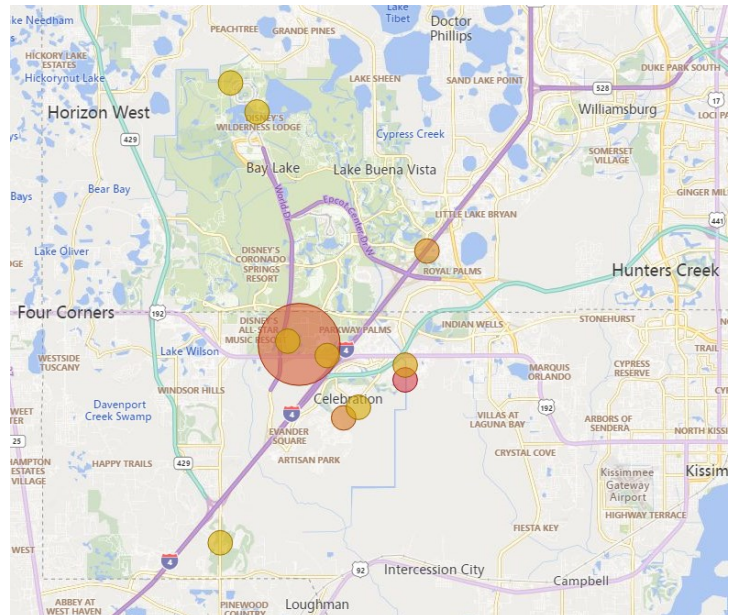
## Fourth Quarter 2022 (October–December)

### Water Quality Outside of Guideline Limits

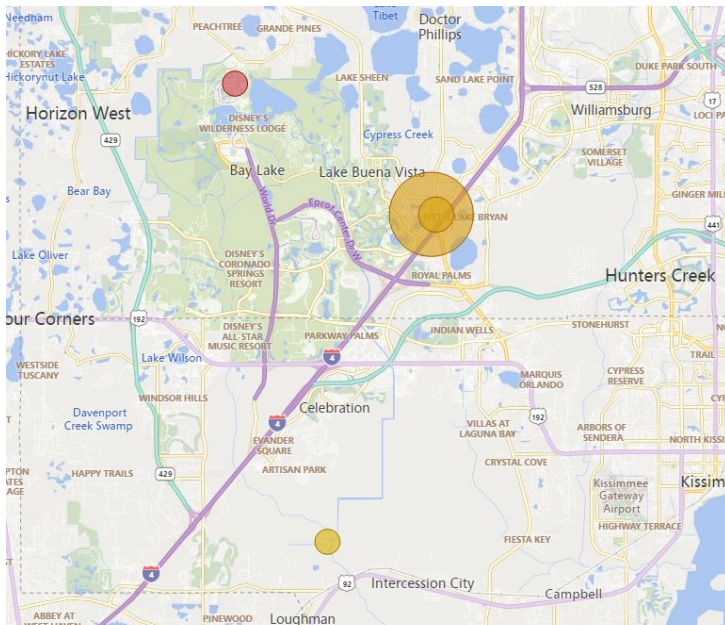
Color Gradient Scale



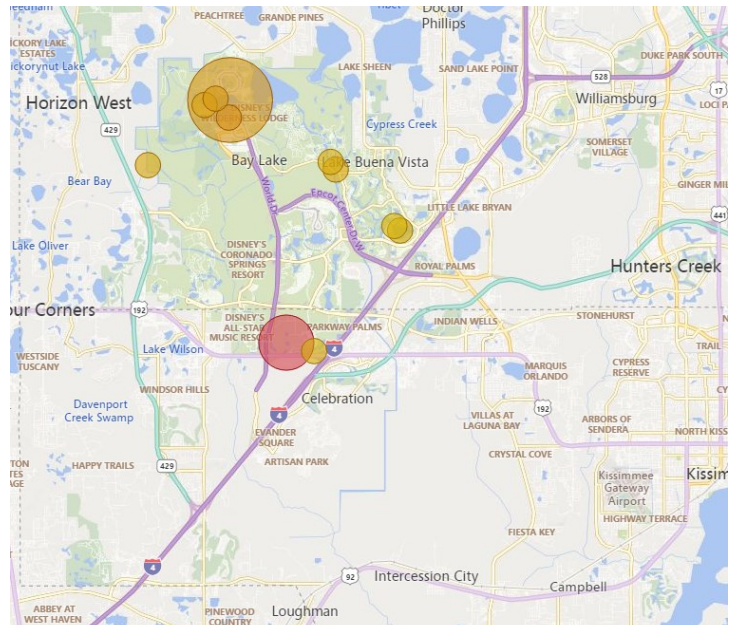
**Total Nitrogen** (n=9 out of 153, 5.9%)  
7 Sample Sites  
Larger dot size = multiple exceedances at the same sample site



**Total Phosphorus** (n=12 out of 159, 7.5%)  
11 Sample Sites  
Larger dot size = multiple exceedances at the same sample site



**E.coli** (n=11 out of 164, 6.7%)  
4 Sample Sites  
Larger dot size = multiple exceedances at the same sample site



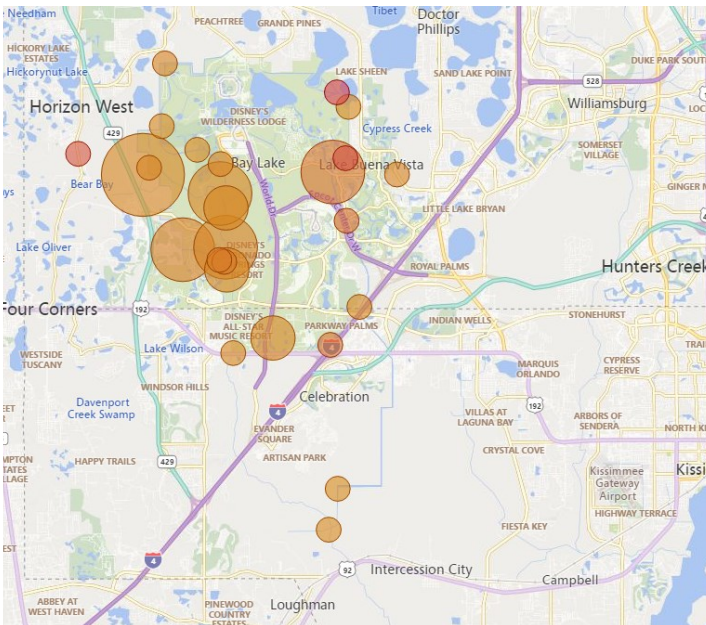
**Chlorophyll-a** (n=14 out of 130, 10.8%)  
6 Waterbody Locations  
Larger dot size = multiple exceedances at the same sample site

RCID monitors hundreds of water quality sample sites on a daily, weekly, monthly & quarterly basis. These maps only display those sites that are not within the 62-302 FAC or Numeric Nutrient criteria for a single event during the indicated time period. Not all sites displayed are ambient or subject to the water quality criterion noted.

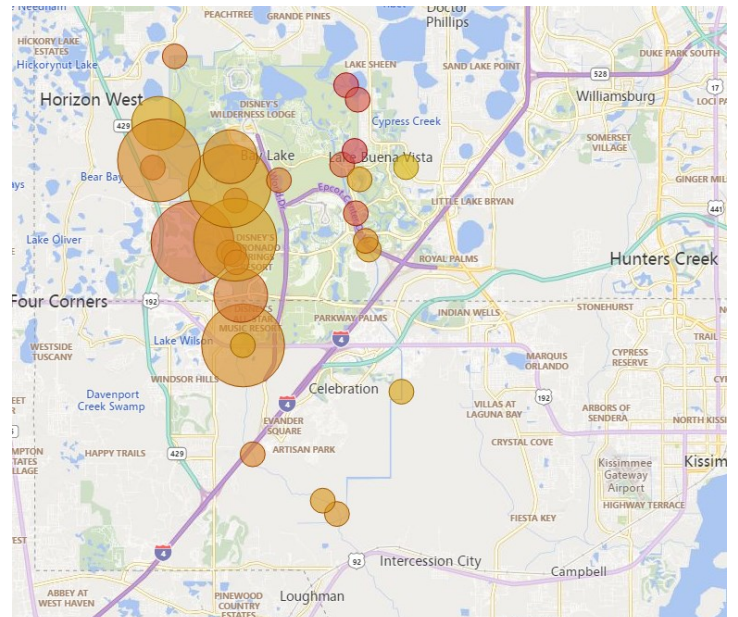
# Pollution Control Quarterly Report Fourth Quarter 2022 (October–December)

## Water Quality Outside of Guideline Limits

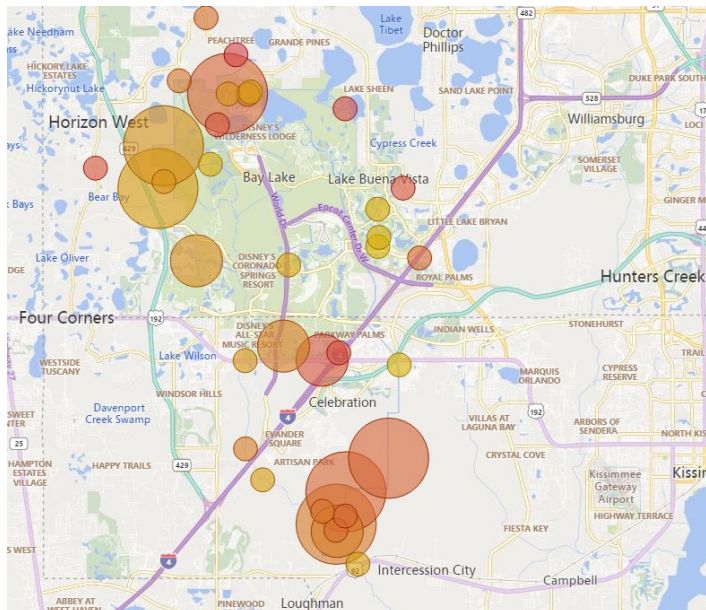
Color Gradient Scale



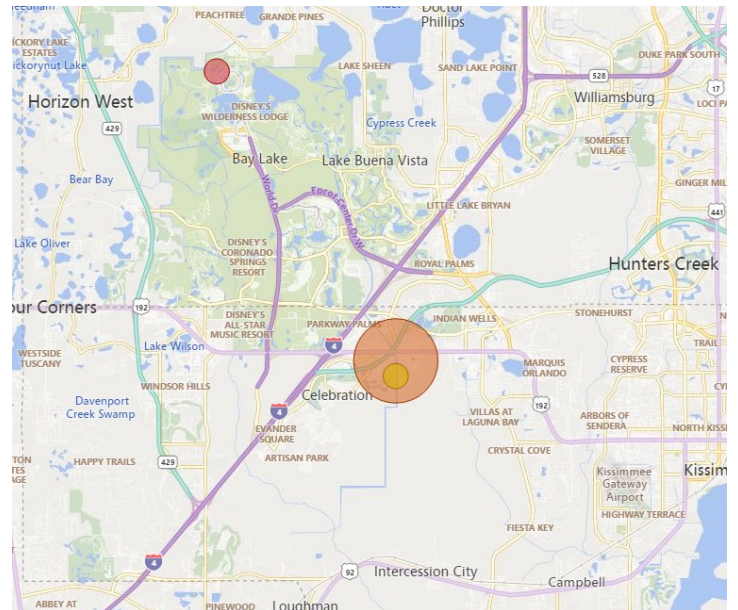
**pH** (n=40 out of 191, 20.9%)  
26 Sample Sites  
Larger dot size = multiple exceedances at the same sample site



**Alkalinity** (n=42 out of 108, 38.8%)  
28 Sample Sites  
Larger dot size = multiple exceedances at the same sample site



**Percent Dissolved Oxygen Saturation** (n=51 out of 183, 27.9%)  
35 Sample Sites  
Larger dot size = multiple exceedances at the same sample site



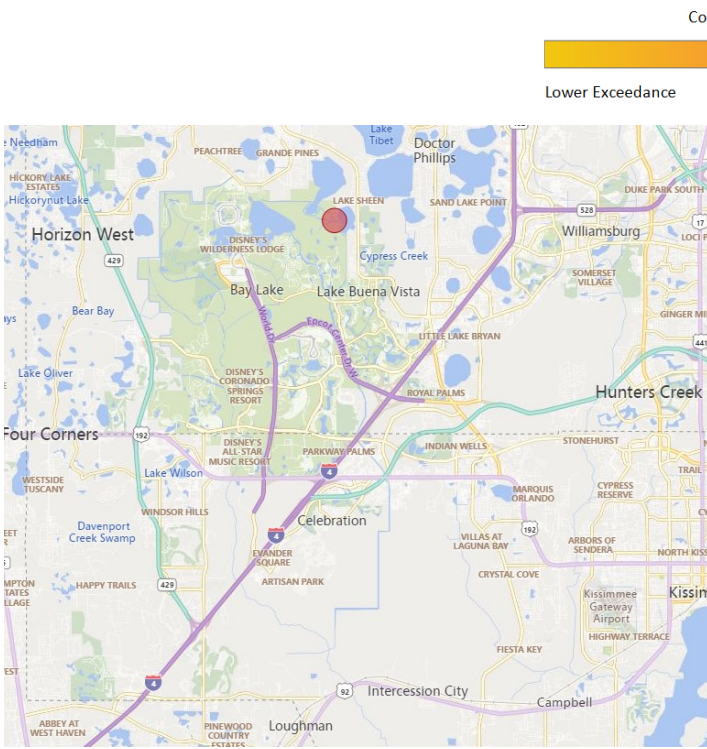
**Copper** (n=4 out of 200, 2.0%)  
3 Sample Sites  
Larger dot size = multiple exceedances at the same sample site

RCID monitors hundreds of water quality sample sites on a daily, weekly, monthly & quarterly basis. These maps only display those sites that are not within the 62-302 FAC or Numeric Nutrient criteria for a single event during the indicated time period. Not all sites displayed are ambient or subject to the water quality criterion noted.

\*The Reedy Creek Watershed includes a large wetland system which naturally has low alkalinity, dissolved oxygen, & pH. These parameters may fall outside of 62-302 water quality criteria, but are not indicative of impairment or pollution.

# Pollution Control Quarterly Report Fourth Quarter 2022 (October–December)

## Water Quality Outside of Guideline Limits



Iron (n=1 out of 91, 1.1%)  
1 Sample Site



10/5/22, Hurricane Ian structural damage and washouts.  
Left: Culvert crossing washout in lower Reedy Creek near sample location RC-13D.  
Top: Culvert washout at the terminus of the C-4 canal entering the L-405 canal extension..  
These are examples of the many areas adversely impacted by the extreme rainfall event. Erosion, debris and flow rate all impact water quality and biological ecosystem health. The system as a whole began showing recovery at about 6–8 weeks post impact; however, full biological recovery may take several months or even years.

RCID monitors hundreds of water quality sample sites on a daily, weekly, monthly & quarterly basis. These maps only display those sites that are not within the 62-302 FAC or Numeric Nutrient criteria for a single event during the indicated time period. Not all sites displayed are ambient or subject to the water quality criterion noted.

# Pollution Control Quarterly Report

## Fourth Quarter 2022 (October–December)

### Macroinvertebrate Monitoring

During the fourth quarter of 2022, the Macroinvertebrate Biology Department completed sixteen macroinvertebrate assessments, including five Lake Condition Index (LCI) samples and eleven Modified Hester-Dendy Multiplate (MHD) Sampler collections. The results of the completed bioassessments within district or jurisdictional waters are shown in the following table.

As indicated, almost all results from the fourth quarter were normal or better than normal. The poor results at site C-15, which is a broad, open canal site subject to drastic fluctuations in temperature, dissolved oxygen, and flow, are not unexpected. Historically, this site has yielded poor results from time to time, and these results are probably not a reflection of declining water quality, but rather a result of recent dramatic weather conditions due to Hurricane Ian. Future sampling at this site will clarify this.

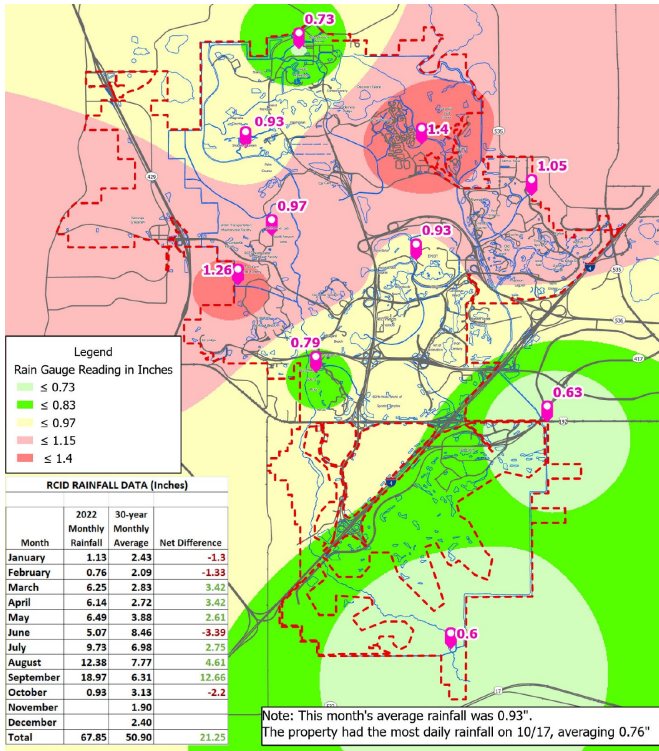
The Biotic Index (BI) and Hulbert Index (HI) are taxa sensitivity indices for streams and lakes, respectively. Higher scores are indicative of better water quality and habitat availability.

SITE	LOCATION	DATE	METHOD	RESULTS
BV-VCOMP	Lake Buena Vista (Village Lake)	10/11/22	LCI	Results normal; LCI score 65, HI = 12
STW-4M	Reedy Creek just north of US 192	11/2/22	MHD	Results normal; BI = 20
L-BCOMP	Bay Lake system	11/7/22	LCI	Results normal; LCI score 67, HI = 16
RC-13B	Whittenhorse Creek at wooden bridge	11/14/22	MHD	Results normal; BI = 18
RC-16A	Davenport Creek NE of powerline vehicle path	11/22/22	MHD	Results normal; BI = 18
RC-11	Reedy Creek below L-410 canal	11/30/22	MHD	Results better than normal; BI = 27
RC-19A	Reedy Creek Canal at the force main	11/30/22	MHD	Results better than normal; BI = 27
RC-6B	Whittenhorse Creek at wooden bridge	12/6/22	MHD	Results normal; BI = 17
RC-7	Reedy Creek Canal downstream of Bear Island Road	12/6/22	MHD	Results normal; BI = 4
C-15	C-1 Canal south of US 192	12/13/22	MHD	Poor results; BI = 0
RC-14M	Reedy Creek just below C-1 canal	12/13/22	MHD	Results normal; BI = 12
STW-1M	Cypress Creek above Vista Blvd.	12/19/22	MHD	Results normal; BI = 12
C-5M	Cypress Creek Canal	12/19/22	MHD	Results normal; BI = 14

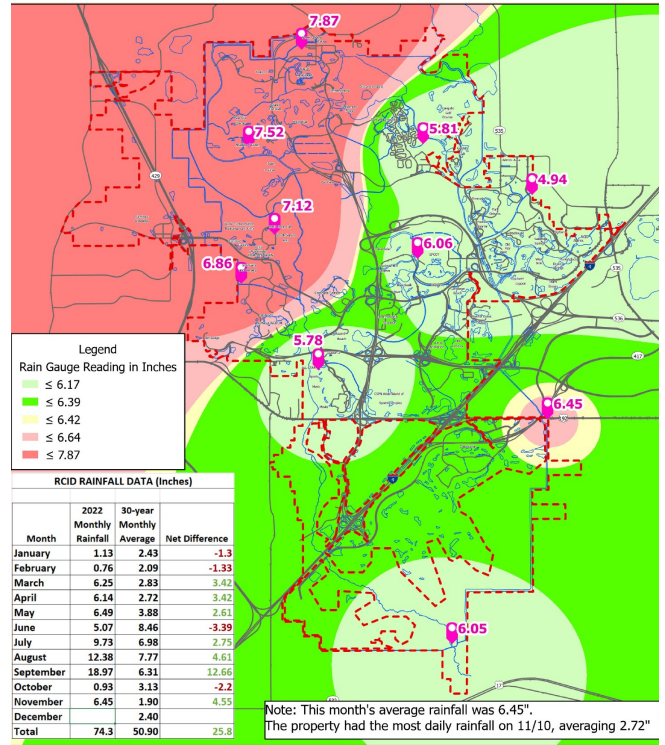
# Pollution Control Quarterly Report

## Fourth Quarter 2022 (October–December)

### District Rainfall Summary

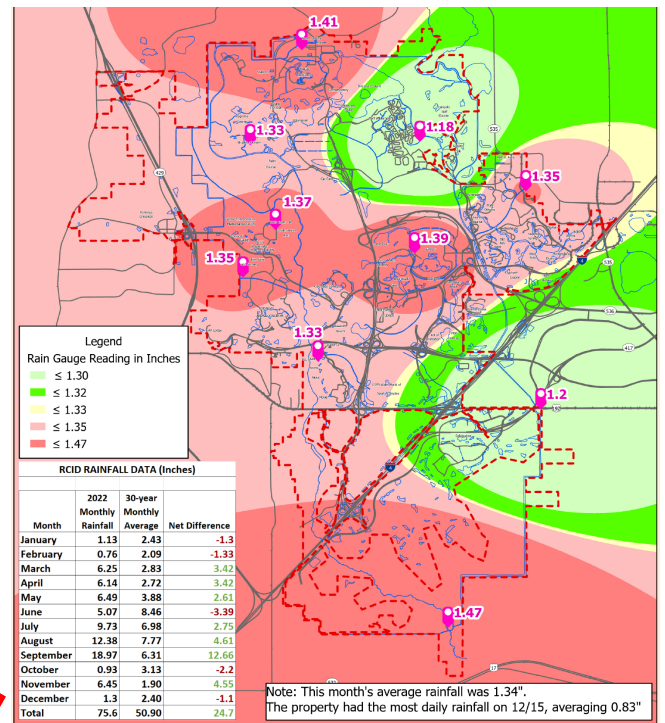


October 2022



November 2022

RCID RAINFALL DATA (Inches)			
Month	2022 Monthly Rainfall	30-year Monthly Average	Net Difference
January	1.13	2.43	-1.3
February	0.76	2.09	-1.33
March	6.25	2.83	3.42
April	6.14	2.72	3.42
May	6.49	3.88	2.61
June	5.07	8.46	-3.39
July	9.73	6.98	2.75
August	12.38	7.77	4.61
September	18.97	6.31	12.66
October	0.93	3.13	-2.2
November	6.45	1.90	4.55
December	1.3	2.40	-1.1
Total	75.6	50.90	24.7



December 2022

# **Human Resources**

## **February 2023**

### **Open Positions**

- *Fire Dept.*
  - Assistant Chief- Communications- Accepting applications
- *Building & Safety*
  - Mechanical Inspector – Conducting interviews
  - Administrative Assistant- Accepting Applications
- *Human Resources*
  - Administrative Assistant- Conducting interviews
- *Technology Services*
  - Systems Administrator- Accepting applications

### **Filled Positions:**

- Building & Safety- Electrical Inspector- 2 positions- *new hires begin 2/13/23*
- Facilities- Irrigation Maintenance Technician- *new hire starts 2/13/23*  
Facilities Maintenance Specialist- *new hire starts 2/13/23*
- Planning & Engineering- Senior Civil Engineer- Project Manager (Hydraulics)- *new hire starts 2/13/23*

### **Resignations/Retirements**

- *Bradley Smith- Building & Safety- Electrical Inspector- resignation eff 2/7/23*
-





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

**To: John Classe**  
**From: Michael Rickabaugh**  
**Subject: Monthly Report – January, 2022**  
**Department: Building & Safety**

**February 14, 2023**

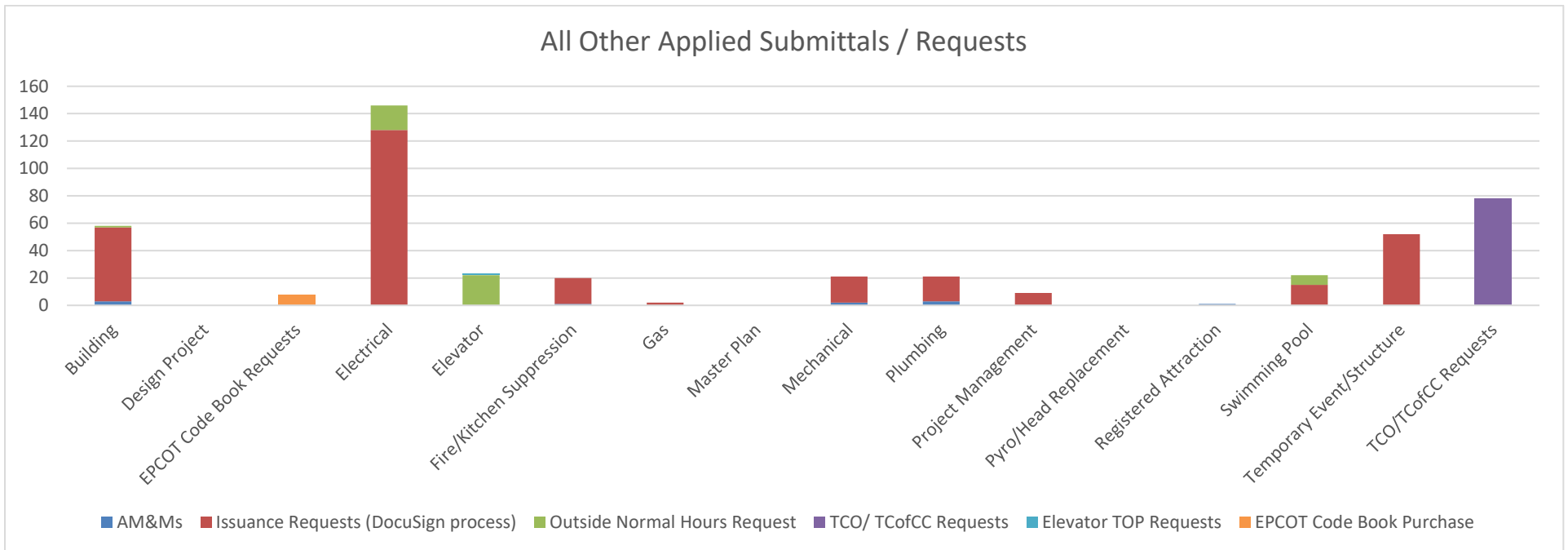
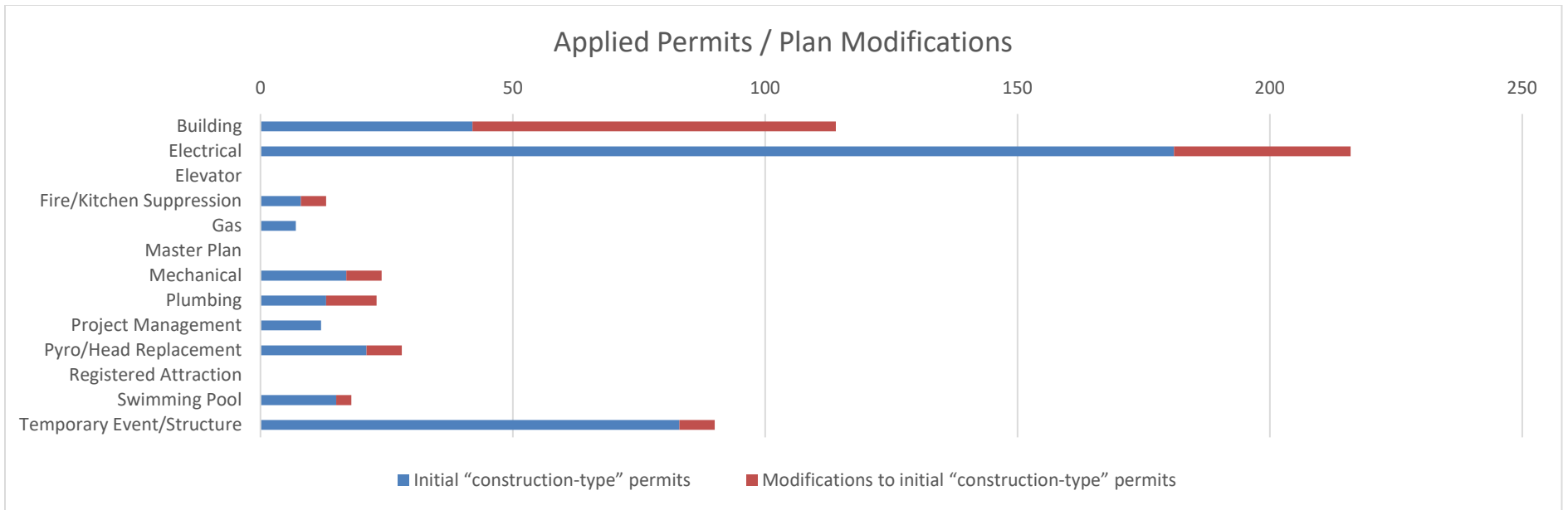
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**Regulatory Activities:**

- Certificate of Construction Completion Issued:
  - Caribbean Beach Guestroom Renovation - Bldg 35
  - Caribbean Beach Guestroom Renovation - Bldg 37
  - Contemporary Guest Rooms & Suites Renovation
  - Contemporary South Garden Wing Suite Renovation
  - DC 3 Refrigeration Replacement
  - Dolphin Hotel Chiller Replacement
  - Epcot West Block Guest Restroom Rehab
  - Flamingo Crossings- Persimmon Hollow Brewing Co
  - Grand Floridian Guestroom Renovation - Bldg 08
  - Grand Floridian Guestroom Renovation - Bldg 09
  - Hilton Buena Vista Palace Convention Center Remodel
  - Jambo House Fire Alarm Panel Replacement
  - Laundry Facility Equipment Replacement
  - MK-2
  - MK-2 Restroom Building
  - MK-2 Steam Train Tunnel
  - NSA DC-1 LED Lighting Renovation
  - PO Riverside Bldg 36 Roof Replacement
  - Project G 202-1
  - Project G-Facility 205-Low Voltage
  - Stolport Laydown Communications Improvements
  - Tomorrowland- Project 4950B
  - World Drive North Phase II
- Certificate of Occupancy Issued:
  - Contemporary Guest Rooms & Suites Renovation
  - Hilton Buena Vista Palace Convention Center Remodel
  - Polynesian Hotel Kona Cafe Refresh
  - Flamingo Crossings – Dunkin
  - Disney Springs Tenant D13A- Chicken Guy Expansion
  - Warehouse Receiving Breakrooms Renovation

Monthly application submittal / request activities:

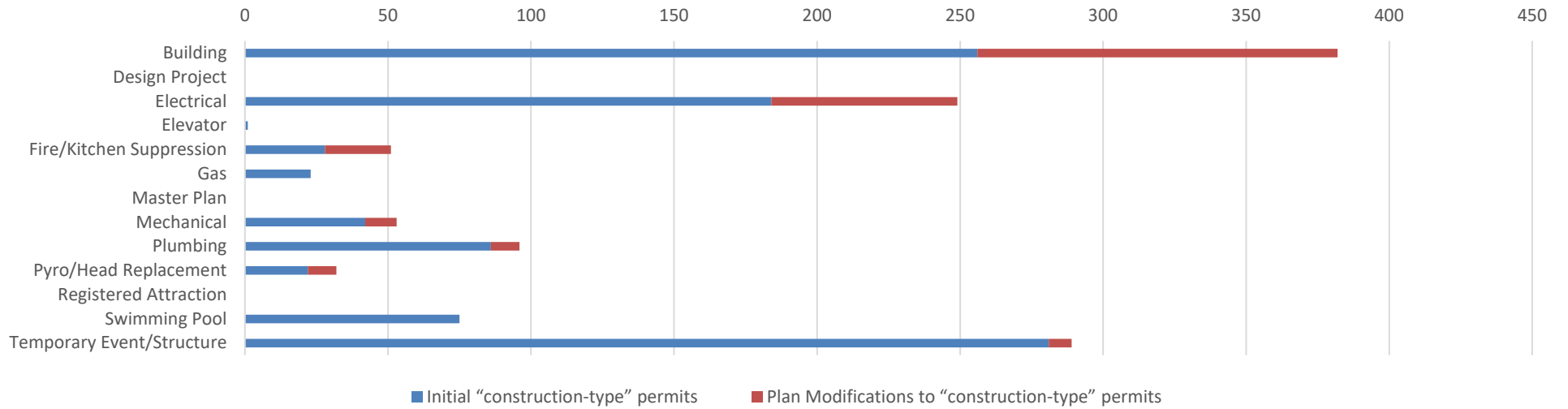
Division	Applied Permits/Plan Modifications		All Other Applied Submittals / Requests					
	Initial "construction- type" permits	Modifications to initial "construction- type" permits	AM&Ms	Issuance Requests (DocuSign process)	Outside Normal Hours Request	TCO/ TCofCC Requests	Elevator TOP Requests	EPCOT Code Book Purchase
Building	42	72	3	54	1			
Design Project								
EPCOT Code Book Requests								8
Electrical	181	35		128	18			
Elevator					22		1	
Fire/Kitchen Suppression	8	5	1	19				
Gas	7			2				
Master Plan								
Mechanical	17	7	2	19				
Plumbing	13	10	3	18				
Project Management	12			9				
Pyro/Head Replacement	21	7						
Registered Attraction			1					
Swimming Pool	15	3		15	7			
Temporary Event/Structure	83	7		52				
TCO/TCofCC Requests						78		
<b>Total</b>	<b>399</b>	<b>146</b>	<b>10</b>	<b>316</b>	<b>48</b>	<b>78</b>	<b>1</b>	<b>8</b>



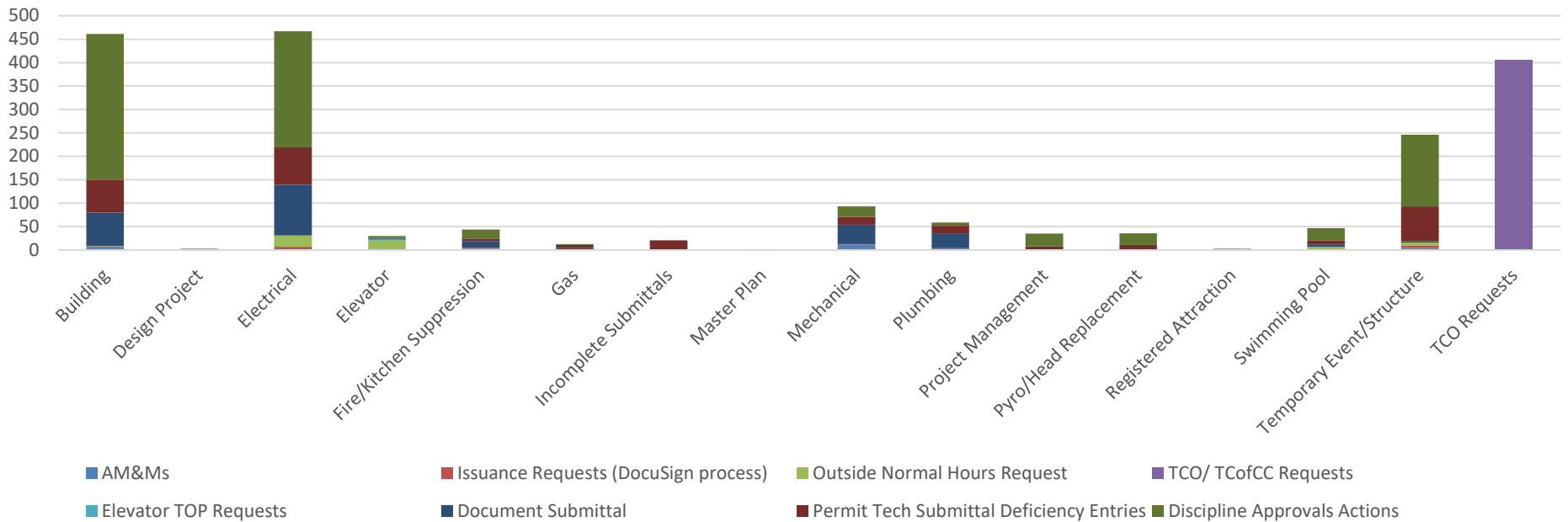
Monthly plan reviews / discipline approvals / admin approvals / permit tech processing activities:

Division	Plan Reviews		Sufficiency Reviews/ Discipline Approvals (Additional workflow entries per division in a month)							
	Initial "construction-type" permits	Plan Modifications to "construction-type" permits	AM&Ms	Issuance Requests (DocuSign process)	Outside Normal Hours Request	TCO/TCofCC Requests	Elevator TOP Requests	Document Submittal	Permit Tech Submittal Deficiency Entries	Discipline Approvals Actions
Building	256	126	7	1	1			71	70	311
Design Project			3							
Electrical	184	65	2	5	24			108	80	248
Elevator	1				22		1	2	1	4
Fire/Kitchen Suppression	28	23	3	2				14	5	20
Gas	23							4	7	2
Incomplete Submittals									21	
Master Plan									1	
Mechanical	42	11	12	1				41	17	22
Plumbing	86	10	4					32	16	7
Project Management				2					6	27
Pyro/Head Replacement	22	10		1					10	25
Registered Attraction			3							
Swimming Pool	75				7			5	9	26
Temporary Event/Structure	281	8	5	5	6			3	74	153
TCO Requests						406				
<b>Totals</b>	<b>998</b>	<b>253</b>	<b>39</b>	<b>17</b>	<b>60</b>	<b>406</b>	<b>1</b>	<b>280</b>	<b>317</b>	<b>845</b>

### Plan Reviews - Initial / Plan Modifications

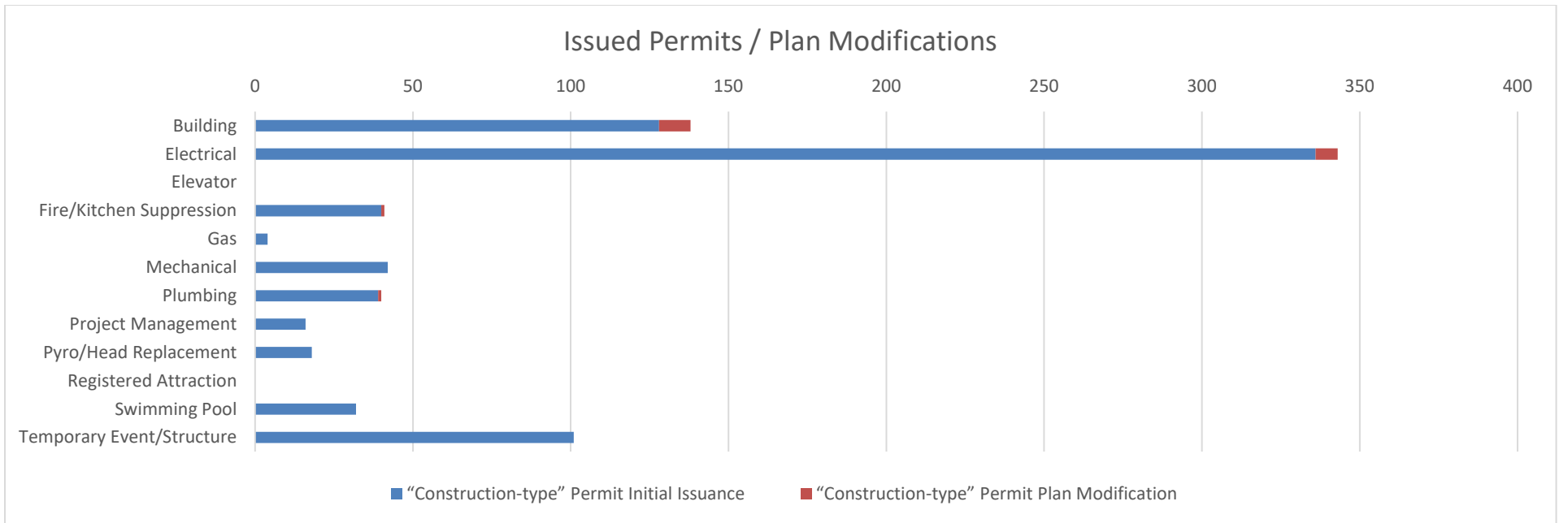


### Permit Tech Sufficiency Reviews / Discipline Approvals



**Monthly permit issuance and inspections:**

Division	Permit Issuance		Inspections	Elevator Re-Inspections
	"Construction-type" Permit Initial Issuance	"Construction-type" Permit Plan Modification		
Building	128	10	986	
CNI per Address				
Electrical	336	7	885	
Elevator			331	201
Fire/Kitchen Suppression	40	1	141	
Gas	4		25	
Mechanical	42		192	
Plumbing	39	1	328	
Project Management	16			
Pyro/Head Replacement	18		6	
Registered Attraction			9	
Service Call Technician			542	
Swimming Pool	32		55	
Temporary Event/Structure	101		412	
<b>Total</b>	<b>756</b>	<b>19</b>	<b>3912</b>	<b>201</b>



**Celebrations:**

- Work Anniversaries:
  - Henry Pruum – 10 years, Building Inspector
  - Lisa Landsberger – 26 years, Permit Technician
  - Jeremy Thoma – 4 years, Building Inspector
- New Hire:
  - Alisha Fagan – Fire Prevention Assistant/Permit Technician



# EXHIBIT A

**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 **PALM HOSPITALITY COMPANY**, a California corporation authorized to do business in the State of Florida, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attention: Legal Department – Real Estate (“**Grantor**”), and the **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 (“**Grantee**”).

**WITNESSETH:**

**WHEREAS**, Grantor is the fee owner of certain real property located in Orange County, Florida described on **Exhibit "A"** (the “**Leased Portion of the Easement Area**”) and on **Exhibit "B"** (the “**Non-Leased Portion of the Easement Area**”, and, together with the Leased Portion of the Easement Area, the “**Easement Area**”) and

**WHEREAS**, Grantee desires to obtain a non-exclusive easement on, over, under and across the Easement Area for the purpose of: (i) performing work related to the expansion of the right-of-way of Floridian Way, including, but not necessarily limited to, designing, engineering, permitting, constructing and developing temporary and permanent driveway, roadway, utility, hardscaping, landscaping, drainage, directional signage, replacement monument and identification signage and associated landscaping, removal of sidewalks and other improvements associated with the same (the “**Right-of-Way Expansion Project**”); and, in connection therewith (ii) access to and from the Easement Area, over and through the right-of-way of Floridian Way as the same exists from time-to-time during the term of this Temporary Easement Agreement (items (i) and (ii) hereinabove are sometimes referred to as the “**Permitted Use(s)**”); and

**WHEREAS**, Grantor agrees to grant to Grantee a non-exclusive temporary easement on, over, under the Easement Area, 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 on, over, under and across the Easement Area and a twenty (20) foot buffer zone contiguous to the Easement Area solely for the Permitted Use(s) 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, but Grantee shall not use the Easement Area for storage or laydown of goods, equipment or materials other than those applicable to the performance of the Right-of-Way Expansion Project within the Easement Area. This Temporary Easement Agreement shall terminate as to the applicable portion of the Easement Area (to wit, the Leased Portion of the Easement Area or the Non-Leased Portion of the Easement Area) upon the sixtieth (60) day after completion of the Right-of-Way Expansion Project within the applicable portion of the Easement Area (the “**Termination Date**”). This Temporary Easement Agreement and the easement granted hereby shall automatically terminate and shall be of no further force and effect as to the applicable portion of the Easement Area 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 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 Temporary Easement Agreement or Grantee’s use of the Easement Area pursuant hereto. Furthermore, except for temporary and permanent facilities and improvements constructed by

Grantee on the Easement Area in connection the Right-of-Way Expansion Project, no new facilities or improvements shall be constructed on the Easement Area by Grantee 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 (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 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; and

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

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

a) Grantee acknowledges that the Leased Portion of the Easement Area is currently leased by Grantor to THE UNITED STATES ARMY MORALE, WELFARE AND RECREATION FUND, a non-appropriated fund instrumentality of the Department of the Army of the United States of America ("**Tenant**") pursuant to that certain Amended and Restated Lease Agreement, dated March 29, 2002, by and between Grantor and Tenant (as amended, collectively, the "**Lease**"). Grantee shall, at Grantor's request, permit Tenant to participate in meetings and discussions regarding the preparation of plans for Grantor's performance of any activity on the Leased Portion of the Easement Area for the Permitted Use and, where instructed by Grantor, obtain Tenant's approval as to Grantee's plans therefor. Grantee shall take reasonable measures so as to not unreasonably interfere with Tenant's business being conducted under the Lease, including, but not limited to, access to and from the Shades of Green hotel (but the parties acknowledge that such access may be via temporary or permanent access improvements in accordance with the plans for the Right-of-Way Expansion Project, including directional signage);

b) take reasonable measures so as to not unreasonably interfere with any existing license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area;

c) take reasonable measures so as to not unreasonably 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;

d) 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;

e) 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 any adjoining property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, invitees, successors, or assigns. 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 adjoining property caused by Grantee, its employees, agents or contractors;

f) after completion of the Right-of-Way Expansion Project, at its sole cost and expense and in a safe, good and workmanlike manner, remove any temporary improvements and equipment placed on the as to the applicable portion of the Easement Area prior to the Termination Date; and

g) not permit any lien to be filed against the Easement Area or any adjoining 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 any adjoining property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or any adjoining 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, or, in the case of a default which cannot with due diligence be cured within thirty (30) days, Grantee fails to commence such cure promptly within such thirty (30) day period and thereafter diligently prosecute such cure to completion (and, in any event, no later than one hundred twenty (120) days after the initial notice thereof from Grantor to Grantee, subject to an event of force majeure); *provided, however*, that Grantee shall be entitled to such notice and opportunity to cure on account of any failure of the same or substantially similar type under this Paragraph 6 only three (3) times during any twelve (12) calendar month period, and any subsequent breach or failure of the same or similar type during such twelve (12) calendar month period shall automatically constitute a default without the giving by Grantor of any notice or opportunity to cure whatsoever, then 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 Truist Bank; 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 successors, assigns, 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 by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall, to the extent allowed by law, hereby release, indemnify, defend, and hold harmless Grantor 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 Grantor in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or adjoining property by Grantee (its successors, assigns, 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 successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or adjoining property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its successors, assigns, 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 adjoining property; (iv) the negligent or willful acts or omissions of Grantee (its successors, assigns, 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 successors, assigns, employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its successors, assigns, 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 successors, assigns, employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its successors, assigns, 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 Grantor 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 Grantor. 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. For the purposes of this Paragraph 7, Grantor shall be defined as the Grantor in the preamble to this Temporary Easement Agreement and its affiliates.

**b)** If Grantor becomes subject to any claim as to which Grantee is obligated to indemnify such Grantor as aforesaid:

**i)** 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 copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor 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 without any obligation on the part of Grantor 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 Grantor 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 willful misconduct).

**d)** Notwithstanding the foregoing, and to the extent applicable to any other provision of this Temporary Easement Agreement (including, but not limited to, Paragraphs 5, 6, 8 and 10), nothing contained herein shall constitute a waiver by Grantee of its rights of sovereign immunity and/or of the provisions of Chapter 768, Florida Statutes, or be deemed to constitute an agreement by Grantee to assume any liability for the acts, omissions, and/or negligence of Grantor and/or Tenant. The provisions of this Paragraph 7d) shall survive the expiration of the term of this Temporary Easement Agreement or sooner termination of this Temporary Easement Agreement.

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee shall require all its contractors performing work within the Easement Area to carry, at no cost or expense to Grantor, the following insurance:

**a)** Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Two Million Dollars (\$2,000,000.00) 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 Grantee and 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, and be primary and non-contributory. 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 that Grantor shall not 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 the use of or activities of Grantor or Tenant (or their respective employees, contractors, agents, grantees, representatives, and invitees) 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: Palm Hospitality Company  
1375 Buena Vista Drive  
4<sup>th</sup> Floor, North  
Lake Buena Vista, Florida 32830  
Attn: Legal Department, Real Estate

If to Grantee: 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

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 Temporary Easement Agreement. THE PARTIES EXPRESSLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY MATTERS ARISING

UNDER AND/OR IN CONNECTION WITH THIS TEMPORARY EASEMENT AGREEMENT AND/OR THE EASEMENT AREA.

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, successors and assigns.

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK– SIGNATURES  
APPEAR ON THE 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 GRANTOR:

**PALM HOSPITALITY COMPANY**, a California corporation authorized to do business in the State of Florida

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

By: \_\_\_\_\_ (Signature)  
Lee Schmutde, President

Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Temporary Easement Agreement was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of January, 2023, by Lee Schmutde, as President of **Palm Hospitality Company**, a California corporation authorized to do business in the State of Florida, on behalf thereof, who is personally known to me.

\_\_\_\_\_  
Signature of Notary Public-State of Florida

(AFFIX STAMP)

WITNESSES TO GRANTEE:

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

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

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

Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Temporary Easement Agreement was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of January, 2023, by John H. Classe, Jr., as District Administrator of **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is personally known to me.

\_\_\_\_\_  
Signature of Notary Public-State of Florida

(AFFIX STAMP)

TCE (No Permanent) RCID as Grantee 03-2016



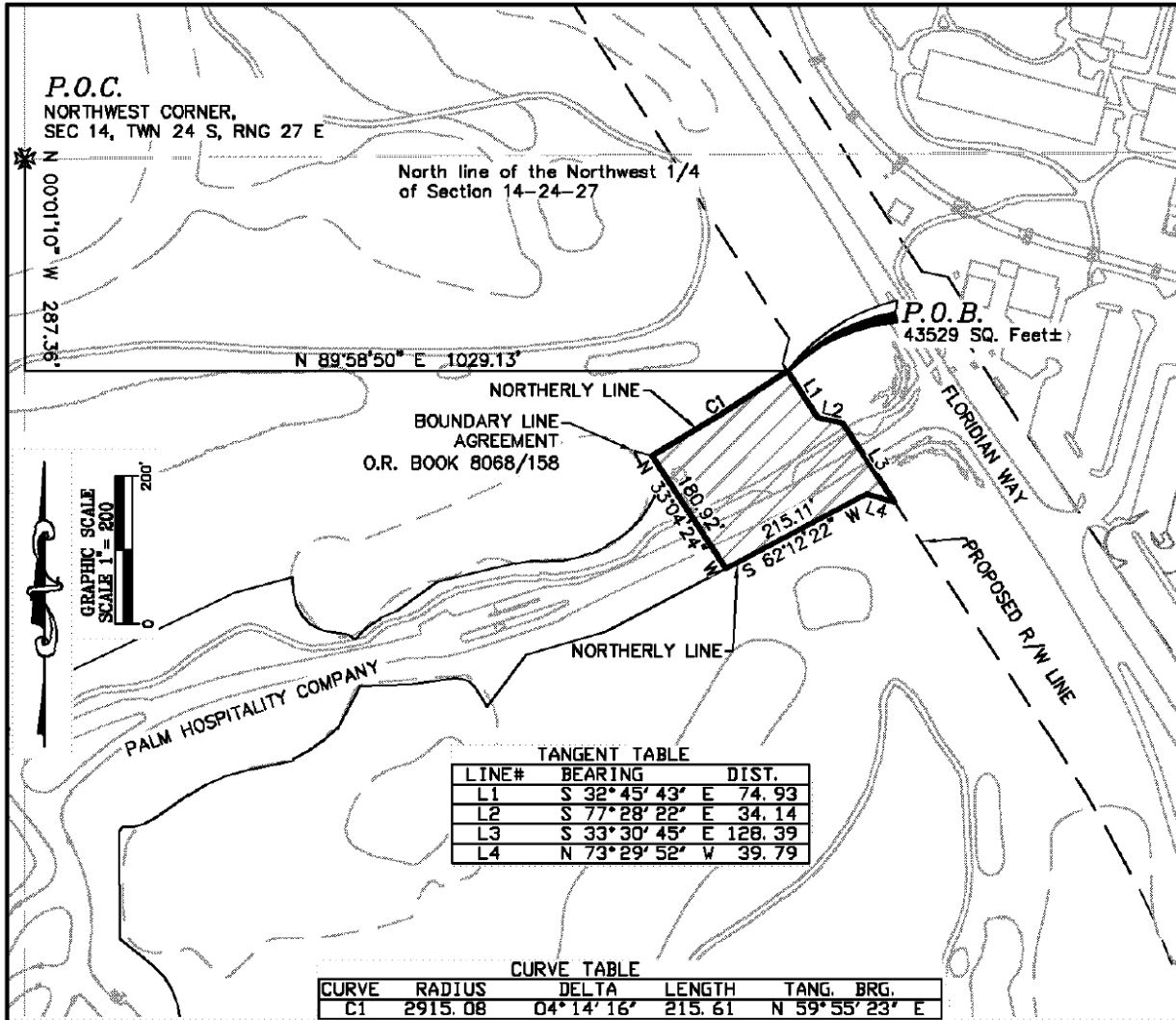
**EXHIBIT "A"**

**Description of the Leased Portion of the Easement Area**

DESCRIPTION

A parcel of land lying in Section 14, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 14, run along the West line of the Northwest 1/4 of said Section 14, S 00°01'10" E, 287.36 feet; thence N 89°58'50" E, 1029.13 feet to a point on the Northerly line of a boundary line agreement recorded in Official Records Book 8068, Page 158 of the Public Records of Orange County Florida and the Point of Beginning; thence S 32°45'43" E, 74.93 feet; thence S 77°28'22" E, 34.14 feet; thence S 33°30'45" E, 128.39 feet to a point on the Southerly line of aforesaid boundary line agreement; thence run along said boundary line the following two courses; N 73°29'52" W, 39.79 feet; S 62°12'22" W, 215.11 feet; thence N 33°04'24" W, 180.92 feet to a point on the Northerly line of said boundary line agreement and a non-tangent curve concave Northwesterly having a radius of 2915.08 feet, and a central angle of 04°14'16"; thence from a tangent bearing of N 59°55'23" E run Northeasterly along the arc of said curve and boundary line, 215.61 feet to the Point of Beginning, containing 43529 square feet, more or less.



DocuSigned by:  
**Jeff Green**  
F97A464D3A7549E...

DS

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

This document has been electronically signed using a digital signature in compliance with F.A.C. 5J-17.602(3). Printed copies of this document are not considered signed and the e-signature must be verified on any electronic copies. The seal appearing on this document was authorized by Jeff L. Green P.S.M. 5357.

Ready Creek Energy Services, LB 7714  
5286 Center Drive, Bay Lake, Florida 32830-1000

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

BEARINGS ARE BASED ON THE  
W. LINE, NW 1/4 SEC. 14-24S-27E  
AS BEING S 00°01'10" E

	P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE (407)560-7838	FILING AREA <b>OVERALL</b>	DATE: 4/11/22
		PROJECT NAME <b>WORLD DRIVE NORTH PHASE 3 T.C.E.</b>	SCALE 1" = 200'
		SURVEY TYPE <b>SKETCH OF DESCRIPTION</b>	DRAWN BY: JLG
		COMMENTS	FILENAME: 10JG22025

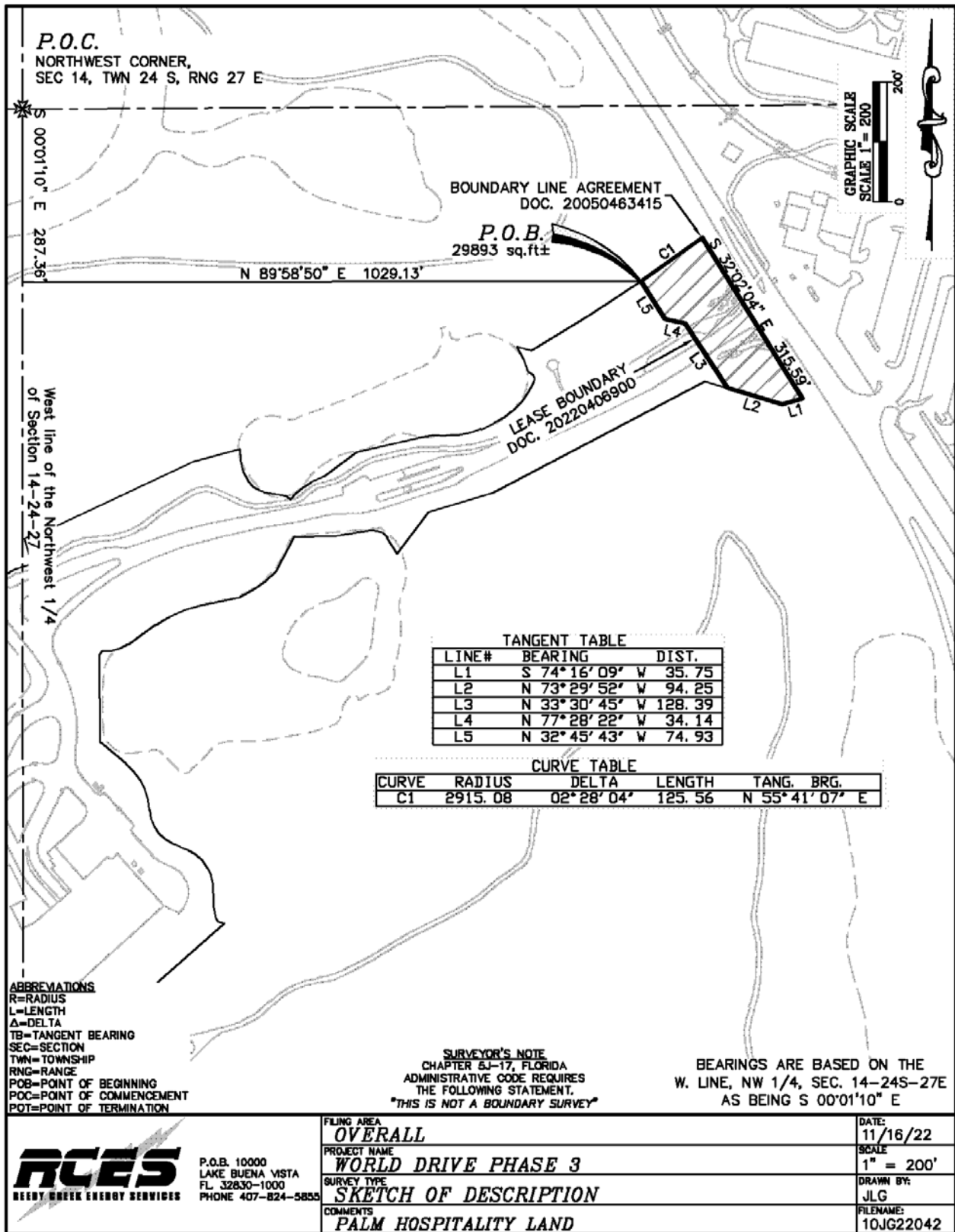
**EXHIBIT "B"**

**Description of the Non-Leased Portion of the Easement Area**

DESCRIPTION

A parcel of land lying in Section 14, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 14, run along the West line of the Northwest 1/4 of said Section 14, S 00°01'10" E, 287.36 feet; thence N 89°58'50" E, 1029.13 feet to the Northeasterly most corner of a Ground Lease described in instrument number 20220406900 of the Public Records of Orange County Florida, and the Point of Beginning; said point being a point on a non-tangent curve concave Northwesterly having a radius of 2915.08 feet, and a central angle of 02°28'04"; thence from a tangent bearing of N 55°41'07" E run Northeasterly along the arc of said curve and a Boundary line Agreement as described in instrument number 20050463415 of the Public Records of Orange County Florida, 125.56 feet; thence continue along said Boundary line Agreement the following three courses: S 32°02'04" E, 315.59 feet; S 74°16'09" W, 35.75 feet; N 73°29'52" W, 94.25 feet to a point on the aforementioned Ground Lease; thence run along said Ground Lease the following courses; N 33°30'45" W, 128.39 feet; N 77°28'22" W, 34.14 feet; N 32°45'43" W, 74.93 feet to the Point of Beginning. Containing 29893 square feet, more or less.



**P.O.C.**  
NORTHWEST CORNER,  
SEC 14, TWN 24 S, RNG 27 E

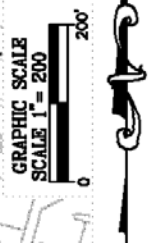
S 00°01'10" E  
E 287.36'

West line of the Northwest 1/4  
of Section 14-24-22

BOUNDARY LINE AGREEMENT  
DOC. 20050463415

**P.O.B.**  
29893 sq.ft±

N 89°58'50" E 1029.13'



LEASE BOUNDARY  
DOC. 20220406900

**TANGENT TABLE**

LINE#	BEARING	DIST.
L1	S 74° 16' 09" W	35.75
L2	N 73° 29' 52" W	94.25
L3	N 33° 30' 45" W	128.39
L4	N 77° 28' 22" W	34.14
L5	N 32° 45' 43" W	74.93

**CURVE TABLE**

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	2915.08	02° 28' 04"	125.56	N 55° 41' 07" E

**ABBREVIATIONS**  
R=RADIUS  
L=LENGTH  
Δ=DELTA  
TB=TANGENT BEARING  
SEC=SECTION  
TWN=TOWNSHIP  
RNG=RANGE  
POB=POINT OF BEGINNING  
POC=POINT OF COMMENCEMENT  
POT=POINT OF TERMINATION

**SURVEYOR'S NOTE**  
CHAPTER 6J-17, FLORIDA  
ADMINISTRATIVE CODE REQUIRES  
THE FOLLOWING STATEMENT.  
"THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE  
W. LINE, NW 1/4, SEC. 14-24S-27E  
AS BEING S 00°01'10" E



P.O.B. 10000  
LAKE BUENA VISTA  
FL 32830-1000  
PHONE 407-824-5855

FILING AREA <b>OVERALL</b>	DATE: 11/16/22
PROJECT NAME <b>WORLD DRIVE PHASE 3</b>	SCALE 1" = 200'
SURVEY TYPE <b>SKETCH OF DESCRIPTION</b>	DRAWN BY: JLG
COMMENTS <b>PALM HOSPITALITY LAND</b>	FILENAME: 10JG22042

# EXHIBIT B

**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 **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attention: Legal Department – Real Estate (“**Grantor**”), and the **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 (“**Grantee**”).

**WITNESSETH:**

**WHEREAS**, Grantor is the fee owner of certain real property located in Orange County, Florida described on Exhibit "A" (the "**Easement Area**") and

**WHEREAS**, Grantee desires to obtain a non-exclusive easement on, over, under and across the Easement Area for the purpose of: (i) performing work related to the expansion of the right-of-way of Floridian Way, including, but not necessarily limited to, designing, engineering, permitting, constructing and developing temporary and permanent driveway, roadway, utility, hardscaping, landscaping, drainage, directional signage, replacement monument and identification signage and associated landscaping, removal of sidewalks and other improvements associated with the same (the "**Right-of-Way Expansion Project**"); and, in connection therewith (ii) access to and from the Easement Area, over and through the right-of-way of Floridian Way as the same exists from time-to-time during the term of this Temporary Easement Agreement and adjacent roads, alleys, sidewalks and other portions of Grantor’s property that Grantor may designate from time to time (items (i) and (ii) hereinabove are sometimes referred to as the "**Permitted Use(s)**"); and

**WHEREAS**, Grantor agrees to grant to Grantee a non-exclusive temporary easement on, over, under the Easement Area, 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 on, over, under and across the Easement Area and a twenty (20) foot buffer zone contiguous to the Easement Area solely for the Permitted Use(s) and for no other purpose whatsoever. Grantee’s rights in connection therewith (and the Permitted Use) shall include the right to maintain: temporary parking, construction facilities (including, without limitation, laydown/storage of construction equipment and materials), and chillers (serving hotels and other properties in the vicinity of the Easement Area) on, over, under and across (as applicable) the Easement Area, but Grantee shall not use the Easement Area for storage or laydown of goods, equipment or materials other than those applicable to the performance of the Right-of-Way Expansion Project. This Temporary Easement Agreement shall terminate upon the sixtieth (60) day after completion of the Right-of-Way Expansion Project within the Easement Area (the "**Termination Date**"). This Temporary Easement Agreement and the 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 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 Temporary Easement Agreement or Grantee’s use of the Easement Area pursuant hereto. Furthermore, except for temporary and permanent facilities and improvements constructed by Grantee on, over, under and across (as applicable) the Easement Area in connection the Right-of-Way Expansion

Project, no new facilities or improvements shall be constructed on the Easement Area by Grantee 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 (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 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; and

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

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

a) take reasonable measures so as to not unreasonably interfere with any existing 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;

b) take reasonable measures so as to not unreasonably 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;

c) 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;

d) 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 any adjoining property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, invitees, successors, or assigns. 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 adjoining property caused by Grantee, its employees, agents or contractors;

e) after completion of the Right-of-Way Expansion Project, at its sole cost and expense and in a safe, good and workmanlike manner, remove any temporary improvements and equipment placed on, over, under and across (as applicable) the Easement Area prior to the Termination Date; and

f) not permit any lien to be filed against the Easement Area or any adjoining 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 any adjoining property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or any adjoining 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 thirty (30) days after written notice thereof is given by Grantor, or, in the case of a default which cannot with due diligence be cured within thirty (30) days, Grantee fails to commence such cure promptly within such thirty (30) day period and thereafter diligently prosecute such cure to completion (and, in any event, no later than one hundred twenty (120) days after the initial notice thereof from Grantor to Grantee, subject to an event of force majeure); *provided, however*, that Grantee shall be entitled to such notice and opportunity to cure on account of any failure of the same or substantially similar type under this Paragraph 6 only three (3) times during any twelve (12) calendar month period, and any subsequent breach or failure of the same or similar type during such twelve (12) calendar month period shall automatically constitute a default without the giving by Grantor of any notice or opportunity to cure whatsoever, then 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 Truist Bank; 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 successors, assigns, 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 by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall, to the extent allowed by law, hereby release, indemnify, defend, and hold harmless Grantor 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 Grantor in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or adjoining property by Grantee (its successors, assigns, 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 successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or adjoining property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its successors, assigns, 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 adjoining property; (iv) the negligent or willful acts or omissions of Grantee (its successors, assigns, 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 successors, assigns, employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its successors, assigns, 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 successors, assigns, employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its successors, assigns, 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 Grantor 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 Grantor. 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. For the purposes of this Paragraph 7, Grantor shall be defined as the Grantor in the preamble to this Temporary Easement Agreement and its affiliates.

b) If Grantor becomes subject to any claim as to which Grantee is obligated to indemnify such Grantor as aforesaid:



i) 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 copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor 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 without any obligation on the part of Grantor 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 Grantor 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 willful misconduct).

d) Notwithstanding the foregoing, and to the extent applicable to any other provision of this Temporary Easement Agreement (including, but not limited to, Paragraphs 5, 6, 8 and 10), nothing contained herein shall constitute a waiver by Grantee of its rights of sovereign immunity and/or of the provisions of Chapter 768, Florida Statutes, or be deemed to constitute an agreement by Grantee to assume any liability for the acts, omissions, and/or negligence of Grantor. The provisions of this Paragraph 7c) shall survive the expiration of the term of this Temporary Easement Agreement or sooner termination of this Temporary Easement Agreement.

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee shall require all its contractors performing work within the Easement Area to carry, at no cost or expense to Grantor, the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Two Million Dollars (\$2,000,000.00) 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 Grantee and 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, and be primary and non-contributory. 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 that Grantor shall not 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 the use of or activities of Grantor (or its employees, contractors, agents, grantees, representatives, and invitees) 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:	Walt Disney Parks and Resorts U.S., Inc. 1375 Buena Vista Drive Lake Buena Vista, Florida 32830 Attn: _____ Facsimile: ( __ ) _____
With a copy to:	Walt Disney Parks and Resorts U.S., Inc. 1375 Buena Vista Drive Lake Buena Vista, Florida 32830 Attention: Chief Counsel – Legal Department
If to Grantee:	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:	Milgrim Law Group 3216 Corrine Drive Orlando, FL 32803 Attn: Edward Milgrim, Esq.

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 Temporary Easement Agreement. THE PARTIES EXPRESSLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY MATTERS ARISING UNDER AND/OR IN CONNECTION WITH THIS TEMPORARY EASEMENT AGREEMENT AND/OR THE EASEMENT AREA.

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, successors and assigns.

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK– SIGNATURES  
APPEAR ON THE 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 GRANTOR:

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

**GRANTOR:**

**WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
(Print Name)  
Its: \_\_\_\_\_ (Title)  
Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Temporary Easement Agreement was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of January, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation, on behalf thereof. (S)He is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification. (If not otherwise specified, then personally known.)

\_\_\_\_\_  
Signature of Notary Public-State of Florida

(AFFIX STAMP)

WITNESSES TO GRANTEE:

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name)

**GRANTEE:**

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

By: \_\_\_\_\_ (Signature)  
John H. Classe, Jr., District Administrator  
Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Temporary Easement Agreement was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of January, 2023, by John H. Classe, Jr., as District Administrator of REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is personally known to me.

\_\_\_\_\_  
Signature of Notary Public-State of Florida

(AFFIX STAMP)

**EXHIBIT "A"**

**Description of the Easement Area**

**PARCEL 1**

A parcel of land lying in Sections 10, 11 and 14, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the East Quarter corner of said Section 10, run along the East line of the Northeast 1/4 of said Section 10, N 00°02'49" W, 795.13 feet; thence N 89°58'57" E, 26.68 feet to the Point of Beginning; thence N 90°00'00" E, 91.95 feet; thence S 00°00'00" E, 1019.98 feet; thence N 90°00'00" E, 105.89 feet; thence N 39°56'49" E, 63.67 feet; thence S 54°31'59" E, 56.99 feet; thence S 06°55'30" E, 172.22 feet; thence S 53°47'35" E, 89.63 feet; thence S 06°01'41" E, 148.41 feet; thence S 82°17'46" W, 216.50 feet; thence N 67°33'58" W, 94.46 feet; thence N 90°00'00" W, 121.99 feet; thence N 00°00'00" E, 378.97 feet; thence N 90°00'00" W, 294.27 feet; thence N 67°29'48" W, 79.68 feet; thence N 89°59'58" W, 165.55 feet; thence S 01°16'54" W, 165.39 feet; thence S 84°32'32" W, 115.25 feet; thence S 10°05'59" E, 91.95 feet; thence S 06°36'17" E, 73.49 feet; thence N 75°41'39" E, 71.38 feet; thence S 76°39'47" E, 49.67 feet; thence S 24°41'39" E, 57.25 feet; thence S 01°09'56" W, 190.94 feet; thence S 19°31'01" W, 34.03 feet; thence S 46°11'15" W, 144.96 feet; thence S 04°44'56" E, 75.23 feet to a point of curvature of a curve concave Northeasterly having a radius of 500.00 feet, and a central angle of 58°40'50"; thence run Southeasterly along the arc of said curve, 512.08 feet; thence S 27°08'37" W, 15.00 feet to a point on a non-tangent curve concave Northerly having a radius of 515.00 feet, and a central angle of 11°30'03"; thence from a tangent bearing of S 63°24'46" E run Easterly along the arc of said curve, 103.37 feet; thence N 15°05'11" E, 10.00 feet; thence S 74°54'49" E, 118.53 feet; thence N 16°13'54" E, 134.93 feet; thence N 81°47'34" E, 281.33 feet; thence S 50°37'51" E, 93.93 feet to a point on a non-tangent curve concave Northeasterly having a radius of 507.93 feet, and a central angle of 09°45'45"; thence from a tangent bearing of S 50°30'17" E run Southeasterly along the arc of said curve, 86.55 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 305.00 feet, and a central angle of 12°56'00"; thence run Southeasterly along the arc of said curve, 68.85 feet; thence N 38°29'18" E, 76.38 feet; thence S 51°30'42" E, 48.44 feet; thence S 38°29'18" W, 71.64 feet; thence S 58°35'20" E, 160.46 feet; thence S 67°54'55" E, 212.84 feet; thence N 88°57'10" E, 44.05 feet; thence S 06°55'27" W, 76.63 feet; thence N 65°54'07" W, 36.44 feet; thence S 31°09'46" W, 273.94 feet; thence S 36°19'39" E, 50.10 feet; thence N 54°44'50" E, 22.83 feet; thence S 34°38'54" E, 27.14 feet; thence S 55°21'06" W, 22.69 feet; thence S 33°21'07" E, 62.50 feet; thence S 59°10'50" W, 4.93 feet; thence S 32°45'43" E, 239.07 feet; thence N 61°03'28" E, 20.33 feet; thence S 35°31'08" E, 27.22 feet; thence S 42°14'06" E, 24.20 feet; thence S 55°04'04" E, 51.00 feet; thence S 15°46'05" E, 42.41 feet; thence S 39°17'24" E, 21.86 feet; thence S 57°14'17" W, 25.03 feet; thence S 32°45'43" E, 171.68 feet; thence N 57°14'17" E, 62.91 feet; thence S 32°50'46" E, 33.35 feet; thence S 57°14'17" W, 62.96 feet; thence S 32°45'43" E, 55.96 feet; thence S 57°14'18" W, 5.00 feet; thence S 32°45'43" E, 173.79 feet; thence N 57°14'17" E, 37.97 feet to a point on a non-tangent curve concave Northeasterly having a radius of 511.38 feet, and a central angle of 22°24'26"; thence from a tangent bearing of S 52°15'58" E run Southeasterly along the arc of said curve, 199.99 feet; thence S 74°40'25" E, 73.61 feet; thence N 14°57'40" E, 93.55 feet; thence S 74°40'25" E, 122.12 feet; thence S 14°57'39" W, 133.98 feet; thence N 75°02'21" W, 32.29 feet; thence S 14°57'40" W, 214.35 feet; thence S 56°38'53" W, 41.90 feet; thence S 30°39'06" E, 320.42 feet; thence S 73°33'11" E, 274.67 feet; thence N 65°05'55" E, 192.62 feet to a point of curvature of a curve concave Southerly having a radius of 1000.00 feet, and a central angle of 24°57'38"; thence run Easterly along the arc of said curve, 435.64 feet; thence S 89°56'27" E, 948.68 feet; thence S 00°03'33" W, 173.92 feet; thence N 89°56'27" W, 263.40 feet to a point of curvature of a curve concave Southeasterly having a radius of 427.56 feet, and a central angle of 56°52'00"; thence run Southwesterly along the arc of said curve, 424.36 feet; to a point of compound curvature of a curve concave Easterly having a radius of 496.75 feet, and a central angle of 34°46'45"; thence run Southerly along the arc of said curve, 301.53 feet; thence S 01°35'12" E, 130.43 feet; thence S 89°54'40" W, 703.74 feet; thence S 00°22'43" W, 18.87 feet; thence S 88°10'59" W, 40.34 feet; thence S 08°53'36" E, 287.47 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1864.00 feet, and a central angle of 23°42'58"; thence from a tangent bearing of S 12°31'04" E run Southeasterly along the arc of said curve, 771.55 feet; thence S 36°14'02" E, 132.89 feet; thence S 49°41'18" W, 5.00 feet; thence N 36°14'16" W, 133.24 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1869.00 feet, and a central angle of 18°23'02"; thence from a tangent bearing of N 36°14'02" W run Northwesterly along the arc of said curve, 599.69 feet; thence S 72°09'00" W, 200.59 feet to a point on a non-tangent curve concave Northeasterly having a radius of 2106.33 feet, and a central angle of 11°43'19"; thence from a tangent bearing of S

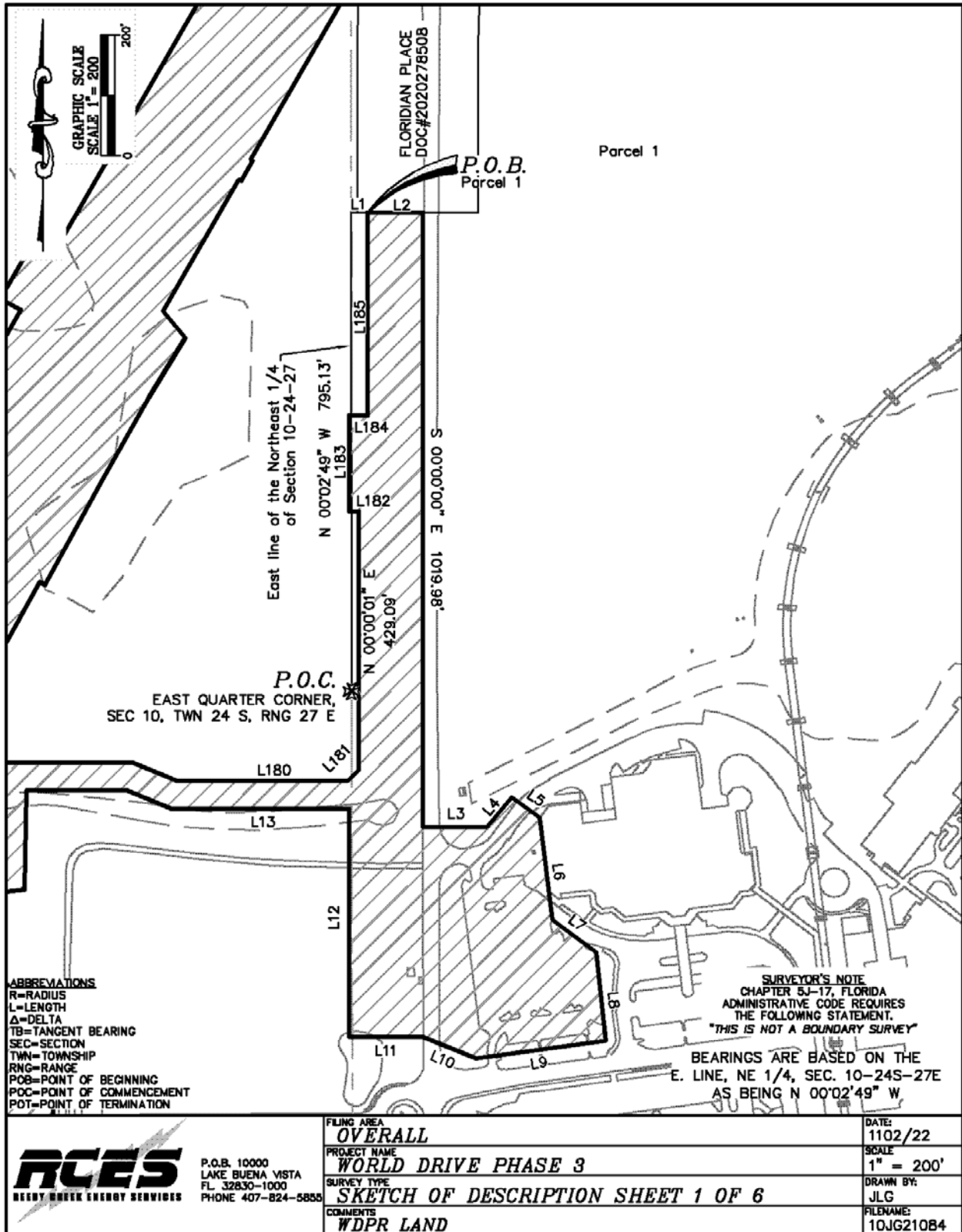
18°02'01" E run Southeasterly along the arc of said curve, 430.92 feet; thence S 33°32'42" E, 186.56 feet; thence S 38°28'21" E, 192.59 feet; thence S 49°18'53" W, 21.35 feet; thence N 38°03'03" W, 355.90 feet; thence N 28°57'26" W, 117.22 feet; thence N 36°00'49" W, 27.30 feet; thence N 44°57'22" W, 26.71 feet; thence N 89°34'24" W, 90.06 feet; thence N 63°46'07" W, 51.14 feet; thence N 39°00'17" W, 132.74 feet; thence N 51°19'38" W, 94.21 feet; thence N 43°07'34" E, 83.71 feet; thence N 38°08'54" W, 32.63 feet; thence N 57°13'15" W, 67.59 feet; thence N 44°56'52" W, 45.86 feet; thence N 36°07'47" W, 60.62 feet; thence N 43°44'25" W, 81.68 feet; thence N 25°24'19" W, 195.36 feet; thence N 13°49'45" W, 36.97 feet; thence N 05°16'32" W, 35.47 feet; thence N 15°04'10" W, 117.48 feet; thence N 00°05'09" E, 38.33 feet; thence N 14°39'07" E, 61.80 feet; thence N 04°14'24" W, 73.87 feet; thence N 13°26'06" W, 106.32 feet; thence N 01°18'30" E, 55.76 feet; thence N 12°07'16" E, 128.23 feet; thence N 03°37'49" E, 84.64 feet; thence N 56°19'00" E, 37.60 feet to a point on a non-tangent curve concave Southwesterly having a radius of 1944.00 feet, and a central angle of 02°11'00"; thence from a tangent bearing of N 31°19'44" W run Northwesterly along the arc of said curve, 74.08 feet; thence N 33°30'45" W, 373.69 feet; thence S 56°16'51" W, 21.13 feet; thence N 33°22'37" W, 40.52 feet; thence N 62°12'22" E, 20.56 feet; thence S 73°29'52" E, 134.04 feet; thence N 74°16'09" E, 35.75 feet; thence N 32°02'04" W, 315.59 feet to a point on a non-tangent curve concave Northwesterly having a radius of 2915.08 feet, and a central angle of 02°51'40"; thence from a tangent bearing of S 53°13'03" W run Southwesterly along the arc of said curve, 145.56 feet; thence N 32°45'43" W, 20.45 feet; thence N 12°31'38" E, 28.14 feet; thence N 32°45'43" W, 453.97 feet; thence N 73°22'54" W, 166.18 feet; thence N 53°55'16" W, 282.40 feet; thence N 23°53'14" W, 205.71 feet; thence N 77°46'14" W, 234.94 feet; thence N 18°16'04" E, 57.33 feet; thence N 04°58'12" E, 145.67 feet; thence S 86°44'17" W, 185.69 feet; thence N 62°17'54" W, 121.92 feet; thence N 18°41'57" W, 74.46 feet; thence N 14°27'40" E, 119.38 feet; thence N 74°54'49" W, 104.60 feet to a point of curvature of a curve concave Northeasterly having a radius of 725.00 feet, and a central angle of 39°13'07"; thence run Northwesterly along the arc of said curve, 496.26 feet; thence N 80°23'44" W, 0.42 feet; thence N 80°23'46" W, 14.96 feet; thence N 09°48'51" W, 26.72 feet to a point on a non-tangent curve concave Northeasterly having a radius of 725.00 feet, and a central angle of 13°00'49"; thence from a tangent bearing of N 32°55'48" W run Northwesterly along the arc of said curve, 164.67 feet; thence N 48°56'48" W, 3.61 feet; thence N 57°38'56" W, 14.22 feet; thence N 66°21'04" W, 14.22 feet; thence N 75°03'12" W, 14.22 feet; thence N 23°40'12" E, 25.28 feet; thence N 23°40'12" E, 26.67 feet; thence N 09°33'48" W, 121.70 feet; thence N 04°44'56" W, 5.60 feet; thence N 16°14'50" W, 69.06 feet; thence N 32°37'32" W, 137.24 feet; thence N 00°45'35" W, 126.25 feet; thence N 04°46'58" E, 97.47 feet; thence N 75°21'31" W, 16.44 feet; thence N 54°52'19" E, 21.12 feet; thence N 04°47'47" E, 64.19 feet; thence N 38°54'40" W, 37.10 feet; thence N 48°08'44" E, 37.35 feet; thence N 04°47'47" E, 80.72 feet; thence N 85°12'13" W, 10.00 feet; thence N 04°47'47" E, 70.28 feet; thence S 85°12'13" E, 10.00 feet; thence N 04°47'47" E, 122.99 feet to a point of curvature of a curve concave Easterly having a radius of 1064.00 feet, and a central angle of 25°04'35"; thence run Northerly along the arc of said curve, 465.68 feet; thence N 29°52'22" E, 393.39 feet; thence N 60°07'38" W, 38.92 feet; thence N 29°52'22" E, 141.39 feet; thence S 60°07'38" E, 38.92 feet; thence N 29°52'22" E, 951.55 feet to a point of curvature of a curve concave Northwesterly having a radius of 1958.00 feet, and a central angle of 03°16'50"; thence run Northeasterly along the arc of said curve, 112.11 feet; thence N 06°47'01" E, 196.98 feet; thence S 88°18'41" W, 58.74 feet; thence N 67°12'27" E, 23.16 feet to a point of curvature of a curve concave Southerly having a radius of 1158.02 feet, and a central angle of 07°37'33"; thence run Easterly along the arc of said curve, 154.13 feet; thence S 19°35'30" W, 87.49 feet to a point on a non-tangent curve concave Easterly having a radius of 2183.00 feet, and a central angle of 17°36'28"; thence from a tangent bearing of S 20°51'21" W run Southerly along the arc of said curve, 670.86 feet; thence S 29°52'22" W, 361.30 feet; thence S 60°11'50" E, 4.13 feet; thence S 29°48'10" W, 39.00 feet; thence N 60°11'50" W, 4.67 feet; thence S 29°45'54" W, 251.65 feet; thence S 39°35'48" E, 57.07 feet; thence S 31°06'43" W, 115.34 feet; thence S 29°10'09" W, 155.88 feet; thence S 28°40'22" W, 199.95 feet; thence N 60°26'11" W, 10.00 feet; thence S 28°40'22" W, 140.77 feet; thence S 17°55'52" W, 185.78 feet; thence S 89°59'58" E, 277.81 feet; thence S 67°29'48" E, 79.68 feet; thence N 90°00'00" E, 282.77 feet; thence N 44°59'55" E, 24.98 feet; thence N 00°00'01" E, 429.09 feet; thence N 90°00'00" W, 15.32 feet; thence N 00°00'00" E, 160.00 feet; thence N 90°00'00" E, 30.04 feet; thence N 00°00'00" E, 336.98 feet to the Point of Beginning.

## PARCEL 2

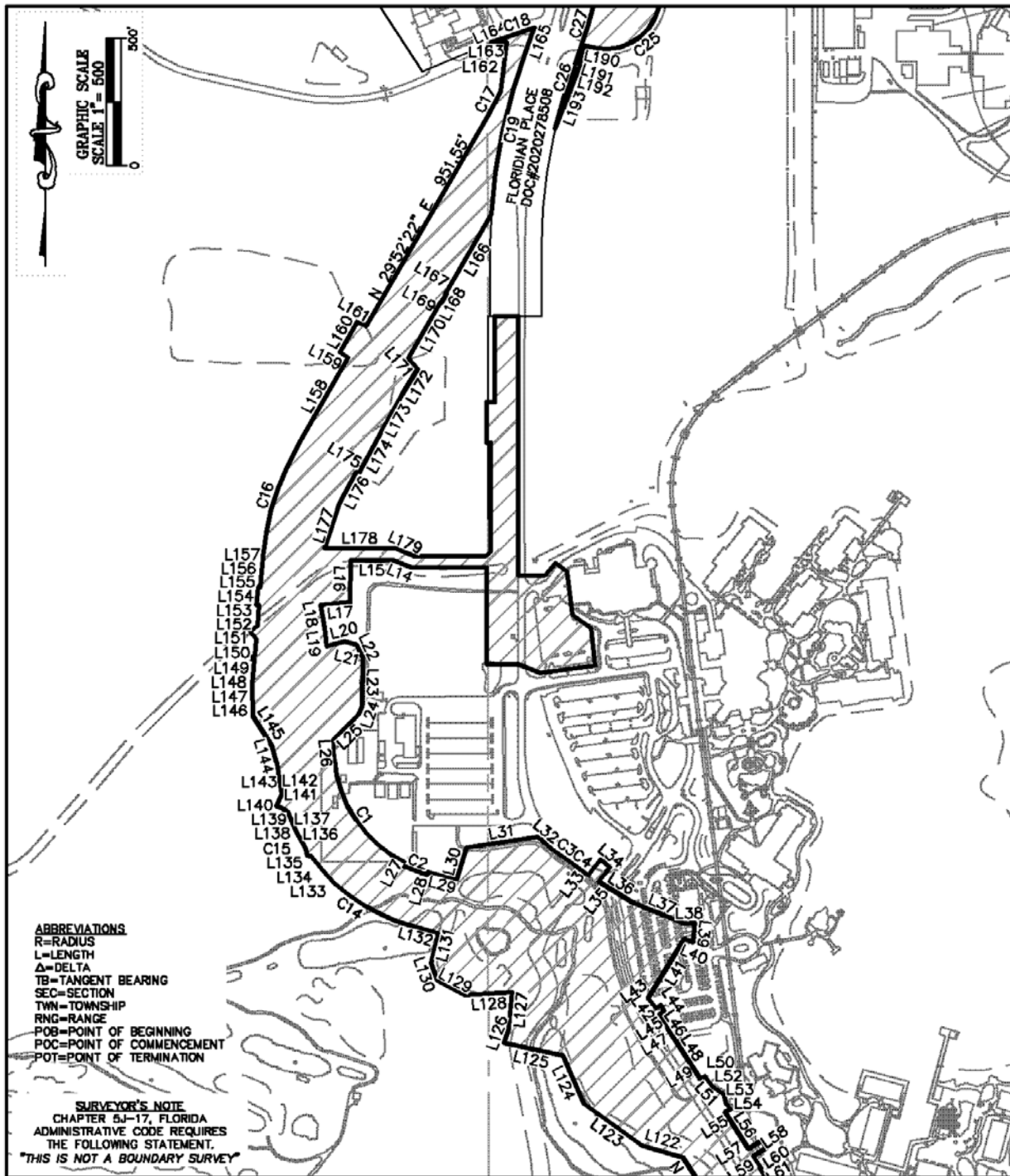
A parcel of land lying in Sections 10 and 11, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 11, run along the North line of the Northwest 1/4 of said Section 11, N 89°33'37" E, 484.39 feet; thence S 00°00'00" E, 99.94 feet to a point of curvature of a curve concave Westerly

having a radius of 2183.00 feet, and a central angle of  $12^{\circ}08'20''$ ; thence run Southerly along the arc of said curve, 462.50 feet; to the Point of Beginning; thence  $N 30^{\circ}21'50'' E$ , 1869.65 feet to a point on a non-tangent curve concave Southeasterly having a radius of 660.00 feet, and a central angle of  $23^{\circ}23'34''$ ; thence from a tangent bearing of  $N 30^{\circ}18'10'' E$  run Northeasterly along the arc of said curve, 269.47 feet; thence  $S 12^{\circ}21'32'' E$ , 20.04 feet to a point on a non-tangent curve concave Southerly having a radius of 630.04 feet, and a central angle of  $38^{\circ}00'09''$ ; thence from a tangent bearing of  $N 51^{\circ}59'51'' E$  run Easterly along the arc of said curve, 417.88 feet; thence  $N 90^{\circ}00'00'' E$ , 1082.07 feet; thence  $S 00^{\circ}06'11'' E$ , 36.95 feet; thence  $N 89^{\circ}56'38'' W$ , 1082.97 feet to a point of curvature of a curve concave Southeasterly having a radius of 610.00 feet, and a central angle of  $59^{\circ}45'12''$ ; thence run Southwesterly along the arc of said curve, 636.16 feet; thence  $S 30^{\circ}18'10'' W$ , 1313.25 feet to a point of curvature of a curve concave Easterly having a radius of 620.00 feet, and a central angle of  $30^{\circ}03'22''$ ; thence run Southerly along the arc of said curve, 325.24 feet; thence  $S 00^{\circ}14'49'' W$ , 183.80 feet to a point of curvature of a curve concave Northwesterly having a radius of 210.00 feet, and a central angle of  $100^{\circ}31'07''$ ; thence run Southwesterly along the arc of said curve, 368.42 feet; thence  $N 79^{\circ}14'04'' W$ , 49.94 feet; thence  $S 15^{\circ}34'49'' W$ , 37.05 feet; thence  $S 06^{\circ}25'09'' W$ , 46.23 feet; thence  $S 21^{\circ}25'10'' W$ , 265.20 feet to a point on a non-tangent curve concave Easterly having a radius of 1983.00 feet, and a central angle of  $07^{\circ}27'02''$ ; thence from a tangent bearing of  $N 13^{\circ}24'18'' E$  run Northerly along the arc of said curve, 257.87 feet; to a point of reverse curvature of a curve concave Westerly having a radius of 2183.00 feet, and a central angle of  $08^{\circ}43'00''$ ; thence run Northerly along the arc of said curve, 332.11 feet to the Point of Beginning.







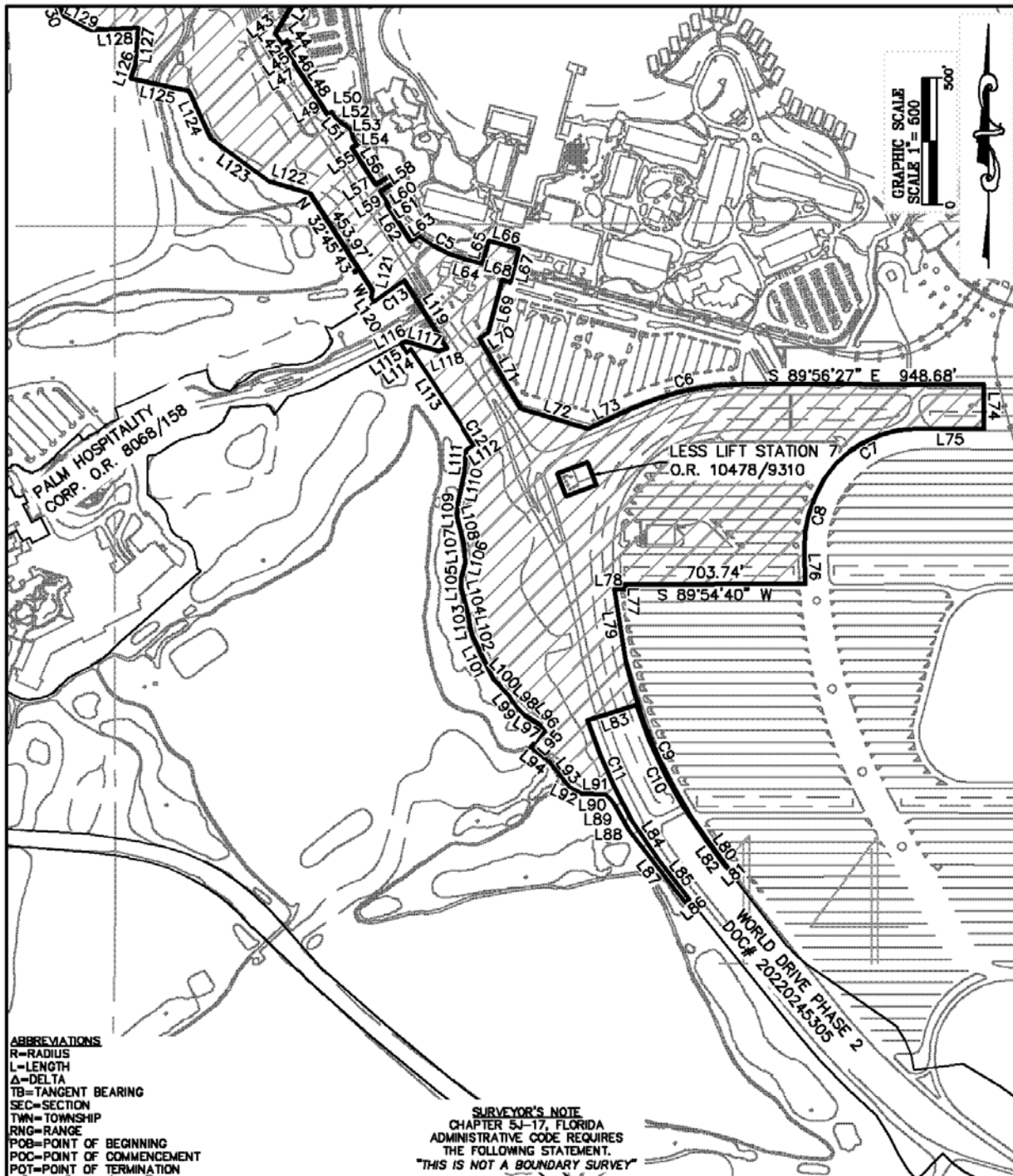
**ABBREVIATIONS**  
 R=RADIUS  
 L=LENGTH  
 Δ=DELTA  
 TB=TANGENT BEARING  
 SEC=SECTION  
 TWN=TOWNSHIP  
 RNG=RANGE  
 POB=POINT OF BEGINNING  
 POC=POINT OF COMMENCEMENT  
 POT=POINT OF TERMINATION

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




P.O.B. 10000  
 LAKE BUENA VISTA  
 FL. 32830-1000  
 PHONE 407-824-5855

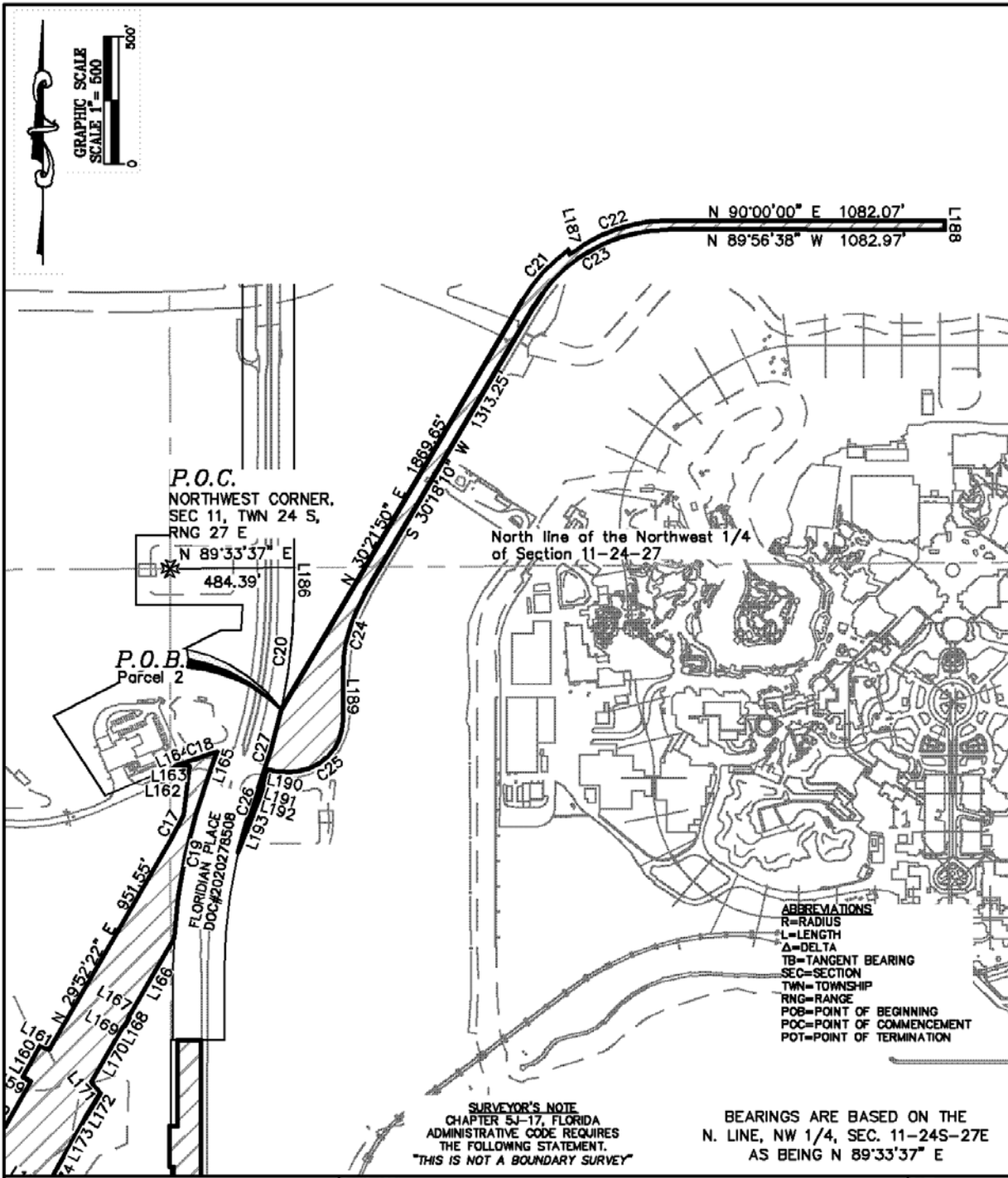
FILING AREA <b>OVERALL</b>	DATE: <b>8/23/22</b>
PROJECT NAME <b>WORLD DRIVE PHASE 3</b>	SCALE <b>1" = 500'</b>
SURVEY TYPE <b>SKETCH OF DESCRIPTION SHEET 2 OF 6</b>	DRAWN BY: <b>JLG</b>
COMMENTS <b>WDPR LAND</b>	FILENAME: <b>10JG210B4</b>



**ABBREVIATIONS**  
 R=RADIUS  
 L=LENGTH  
 Δ=DELTA  
 TB=TANGENT BEARING  
 SEC=SECTION  
 TWN=TOWNSHIP  
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**SURVEYOR'S NOTE**  
 CHAPTER 5J-17, FLORIDA  
 ADMINISTRATIVE CODE REQUIRES  
 THE FOLLOWING STATEMENT.  
 "THIS IS NOT A BOUNDARY SURVEY"

	P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855	FILING AREA <b>OVERALL</b>	DATE: <b>8/23/22</b>
		PROJECT NAME <b>WORLD DRIVE PHASE 3</b>	SCALE: <b>1" = 500'</b>
		SURVEY TYPE <b>SKETCH OF DESCRIPTION SHEET 3 OF 6</b>	DRAWN BY: <b>JLG</b>
		COMMENTS <b>WDPR LAND</b>	FILENAME: <b>10JG210B4</b>



P.O.B. 10000  
LAKE BUENA VISTA  
FL. 32830-1000  
PHONE 407-824-5855

FILING AREA <b>OVERALL</b>	DATE: <b>8/23/22</b>
PROJECT NAME <b>WORLD DRIVE PHASE 3</b>	SCALE <b>1" = 200'</b>
SURVEY TYPE <b>SKETCH OF DESCRIPTION SHEET 4 OF 6</b>	DRAWN BY: <b>JLG</b>
COMMENTS <b>WDPR LAND</b>	FILENAME: <b>10JG210B4</b>

SURVEYOR'S NOTE  
CHAPTER 53-17, FLORIDA  
ADMINISTRATIVE CODE REQUIRES  
THE FOLLOWING STATEMENT.  
"THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE  
N. LINE, NW 1/4, SEC. 11-24S-27E  
AS BEING N 89°33'37" E

TANGENT TABLE

LINE#	BEARING	DIST.	L66	S 74°40'25" E 122.12	L132	N 74°54'49" W 104.60
L1	N 89°58'57" E	26.68	L67	S 14°57'39" W 133.98	L133	N 80°23'44" W 0.42
L2	N 90°00'00" E	91.95	L68	N 75°02'21" W 32.29	L134	N 80°23'46" W 14.96
L3	N 90°00'00" E	105.89	L69	S 14°57'40" W 214.35	L135	N 09°48'51" W 26.72
L4	N 39°56'49" E	63.67	L70	S 56°38'53" W 41.90	L136	N 48°56'48" W 3.61
L5	S 54°31'59" E	56.99	L71	S 30°39'06" E 320.42	L137	N 57°38'56" W 14.22
L6	S 06°55'30" E	172.22	L72	S 73°33'11" E 274.67	L138	N 66°21'04" W 14.22
L7	S 53°47'35" E	89.63	L73	N 65°05'55" E 192.62	L139	N 75°03'12" W 14.22
L8	S 06°01'41" E	148.41	L74	S 00°03'33" W 173.92	L140	N 23°40'12" E 25.28
L9	S 82°17'46" W	216.50	L75	N 89°56'27" W 263.40	L141	N 23°40'12" E 26.67
L10	N 67°33'58" W	94.46	L76	S 01°35'12" E 130.43	L142	N 09°33'48" W 121.70
L11	N 90°00'00" W	121.99	L77	S 00°22'43" W 18.87	L143	N 04°44'56" W 5.60
L12	N 00°00'00" E	378.97	L78	S 88°10'59" W 40.34	L144	N 16°14'50" W 69.06
L13	N 90°00'00" W	294.27	L79	S 08°53'36" E 287.47	L145	N 32°37'32" W 137.24
L14	N 67°29'48" W	79.68	L80	S 36°14'02" E 132.89	L146	N 00°45'35" W 126.25
L15	N 89°59'58" W	165.55	L81	S 49°41'18" W 5.00	L147	N 04°46'58" E 97.47
L16	S 01°16'54" W	165.39	L82	N 36°14'16" W 133.24	L148	N 75°21'31" W 16.44
L17	S 84°32'32" W	115.25	L83	S 72°09'00" W 200.59	L149	N 54°52'19" E 21.12
L18	S 10°05'59" E	91.95	L84	S 33°32'42" E 186.56	L150	N 04°47'47" E 64.19
L19	S 06°36'17" E	73.49	L85	S 38°28'21" E 192.59	L151	N 38°54'40" W 37.10
L20	N 75°41'39" E	71.38	L86	S 49°18'53" W 21.35	L152	N 48°08'44" E 37.35
L21	S 76°39'47" E	49.67	L87	N 38°03'03" W 355.90	L153	N 04°47'47" E 80.72
L22	S 24°41'39" E	57.25	L88	N 28°57'26" W 117.22	L154	N 85°12'13" W 10.00
L23	S 01°09'56" W	190.94	L89	N 36°00'49" W 27.30	L155	N 04°47'47" E 70.28
L24	S 19°31'01" W	34.03	L90	N 44°57'22" W 26.71	L156	S 85°12'13" E 10.00
L25	S 46°11'15" W	144.96	L91	N 89°34'24" W 90.06	L157	N 04°47'47" E 122.99
L26	S 04°44'56" E	75.23	L92	N 63°46'07" W 51.14	L158	N 29°52'22" E 393.39
L27	S 27°08'37" W	15.00	L93	N 39°00'17" W 132.74	L159	N 60°07'38" W 38.92
L28	N 15°05'11" E	10.00	L94	N 51°19'38" W 94.21	L160	N 29°52'22" E 141.39
L29	S 74°54'49" E	118.53	L95	N 43°07'34" E 83.71	L161	S 60°07'38" E 38.92
L30	N 16°13'54" E	134.93	L96	N 38°08'54" W 32.63	L162	N 06°47'01" E 196.98
L31	N 81°47'34" E	281.33	L97	N 57°13'15" W 67.59	L163	S 88°18'41" W 58.74
L32	S 50°37'51" E	93.93	L98	N 44°56'52" W 45.86	L164	N 67°12'27" E 23.16
L33	N 38°29'18" E	76.38	L99	N 36°07'47" W 60.62	L165	S 19°35'30" W 87.49
L34	S 51°30'42" E	48.44	L100	N 43°44'25" W 81.68	L166	S 29°52'22" W 361.30
L35	S 38°29'18" W	71.64	L101	N 25°24'19" W 195.36	L167	S 60°11'50" E 4.13
L36	S 58°35'20" E	160.46	L102	N 13°49'45" W 36.97	L168	S 29°48'10" W 39.00
L37	S 67°54'55" E	212.84	L103	N 05°16'32" W 35.47	L169	N 60°11'50" W 4.67
L38	N 88°57'10" E	44.05	L104	N 15°04'10" W 117.48	L170	S 29°45'54" W 251.65
L39	S 06°55'27" W	76.63	L105	N 00°05'09" E 38.33	L171	S 39°35'48" E 57.07
L40	N 65°54'07" W	36.44	L106	N 14°39'07" E 61.80	L172	S 31°06'43" W 115.34
L41	S 31°09'46" W	273.94	L107	N 04°14'24" W 73.87	L173	S 29°10'09" W 155.88
L42	S 36°19'39" E	50.10	L108	N 13°26'06" W 106.32	L174	S 28°40'22" W 199.95
L43	N 54°44'50" E	22.83	L109	N 01°18'30" E 55.76	L175	N 60°26'11" W 10.00
L44	S 34°38'54" E	27.14	L110	N 12°07'16" E 128.23	L176	S 28°40'22" W 140.77
L45	S 55°21'06" W	22.69	L111	N 03°37'49" E 84.64	L177	S 17°55'52" W 185.78
L46	S 33°21'07" E	62.50	L112	N 56°19'00" E 37.60	L178	S 89°59'58" E 277.81
L47	S 59°10'50" W	4.93	L113	N 33°30'45" W 373.69	L179	S 67°29'48" E 79.68
L48	S 32°45'43" E	239.07	L114	S 56°16'51" W 21.13	L180	N 90°00'00" E 282.77
L49	N 61°03'28" E	20.33	L115	N 33°22'37" W 40.52	L181	N 44°59'55" E 24.98
L50	S 35°31'08" E	27.22	L116	N 62°12'22" E 20.56	L182	N 90°00'00" W 15.32
L51	S 42°14'06" E	24.20	L117	S 73°29'52" E 134.04	L183	N 00°00'00" E 160.00
L52	S 55°04'04" E	51.00	L118	N 74°16'09" E 35.75	L184	N 90°00'00" E 30.04
L53	S 15°46'05" E	42.41	L119	N 32°02'04" W 315.59	L185	N 00°00'00" E 336.98
L54	S 39°17'24" E	21.86	L120	N 32°45'43" W 20.45	L186	S 00°00'00" E 99.94
L55	S 57°14'17" W	25.03	L121	N 12°31'38" E 28.14	L187	S 12°21'32" E 20.04
L56	S 32°45'43" E	171.68	L122	N 73°22'54" W 166.18	L188	S 00°06'11" E 36.95
L57	N 57°14'17" E	62.91	L123	N 53°55'16" W 282.40	L189	S 00°14'49" W 183.80
L58	S 32°50'46" E	33.35	L124	N 23°53'14" W 205.71	L190	N 79°14'04" W 49.94
L59	S 57°14'17" W	62.96	L125	N 77°46'14" W 234.94	L191	S 15°34'49" W 37.05
L60	S 32°45'43" E	55.96	L126	N 18°16'04" E 57.33	L192	S 06°25'09" W 46.23
L61	S 57°14'18" W	5.00	L127	N 04°58'12" E 145.67	L193	S 21°25'10" W 265.20
L62	S 32°45'43" E	173.79	L128	S 86°44'17" W 185.69		
L63	N 57°14'17" E	37.97	L129	N 62°17'54" W 121.92		
L64	S 74°40'25" E	73.61	L130	N 18°41'57" W 74.46		
L65	N 14°57'40" E	93.55	L131	N 14°27'40" E 119.38		



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FLING AREA  
**OVERALL**

PROJECT NAME  
**WORLD DRIVE PHASE 3**

SURVEY TYPE  
**SKETCH OF DESCRIPTION SHEET 5 OF 6**

COMMENTS  
**WDPR LAND**

DATE:  
8/23/22

SCALE  
1" = 500'

DRAWN BY:  
JLG

FILENAME:  
10JG210B4

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	500.00	58° 40' 50"	512.08	
C2	515.00	11° 30' 03"	103.37	S 63° 24' 46" E
C3	507.93	09° 45' 45"	86.55	S 50° 30' 17" E
C4	305.00	12° 56' 00"	68.85	
C5	511.38	22° 24' 26"	199.99	S 52° 15' 58" E
C6	1000.00	24° 57' 38"	435.64	
C7	427.56	56° 52' 00"	424.36	
C8	496.75	34° 46' 45"	301.53	
C9	1864.00	23° 42' 58"	771.55	S 12° 31' 04" E
C10	1869.00	18° 23' 02"	599.69	N 36° 14' 02" W
C11	2106.33	11° 43' 19"	430.92	S 18° 02' 01" E
C12	1944.00	02° 11' 00"	74.08	N 31° 19' 44" W
C13	2915.08	02° 51' 40"	145.56	S 53° 13' 03" W
C14	725.00	39° 13' 07"	496.26	
C15	725.00	13° 00' 49"	164.67	N 32° 55' 48" W
C16	1064.00	25° 04' 35"	465.68	
C17	1958.00	03° 16' 50"	112.11	
C18	1158.02	07° 37' 33"	154.13	
C19	2183.00	17° 36' 28"	670.86	S 20° 51' 21" W
C20	2183.00	12° 08' 20"	462.50	
C21	660.00	23° 23' 34"	269.47	N 30° 18' 10" E
C22	630.04	38° 00' 09"	417.88	N 51° 59' 51" E
C23	610.00	59° 45' 12"	636.16	
C24	620.00	30° 03' 22"	325.24	
C25	210.00	100° 31' 07"	368.42	
C26	1983.00	07° 27' 02"	257.87	N 13° 24' 18" E
C27	2183.00	08° 43' 00"	332.11	



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PHONE 407-824-5855

FLING AREA <b>OVERALL</b>	DATE: 8/23/22
PROJECT NAME <b>WORLD DRIVE PHASE 3</b>	SCALE 1" = 500'
SURVEY TYPE <b>SKETCH OF DESCRIPTION SHEET 6 OF 6</b>	DRAWN BY: JLG
COMMENTS <b>WDPR LAND</b>	FILENAME: 10JG210B4

# **EXHIBIT C**

Record and Return to:

Reedy Creek Improvement District  
Post Office Box 10170  
Lake Buena Vista, FL 32830-0170  
Attn: Manager, Planning & Engineering

Related: DOC# 96-106229 B: 1370 P: 1597  
DOC# 2012059081 B: 04259 P: 2771

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA] -----

**ASSIGNMENT OF NON-EXCLUSIVE EASEMENT AGREEMENT**

**THIS ASSIGNMENT OF NON-EXCLUSIVE EASEMENT AGREEMENT** (this “**Assignment**”) is made and entered into as of this 22<sup>nd</sup> day of February, 2023 (the “**Effective Date**”) by and between PEOPLES GAS SYSTEM, a division of TAMPA ELECTRIC COMPANY, a Florida corporation (“**Assignor**”), and PEOPLES GAS SYSTEM, INC., a Florida corporation (“**Assignee**”).

**WHEREAS**, Assignor and REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, as fee owner of certain real property located in Osceola County, Florida (the “**Owner**”) entered into that certain Non-Exclusive Easement Agreement recorded on December 30, 1996, in the Official Records of Osceola County, Florida, having Document Number 96-106229 (Book 1370 Page 1597), as amended by that certain Amendment to Non-Exclusive Easement Agreement recorded on April 23, 2012, in the Official Records of Osceola County, Florida, having Document Number 2012059081 (Book 04259 Page 2771) (collectively, the “**Agreement**”); and

**WHEREAS**, Assignor desires to assign Assignor’s right, title, and interest in, to and under the Agreement to Assignee and Assignee desires to acquire Assignor’s right, title, and interest in, to and under the Agreement from Assignor.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, representations, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are acknowledged by the parties to be true and correct, and by this reference, are hereby incorporated herein as if fully set forth herein.
2. **Assignment.** Effective as of the Effective Date, Assignor does hereby grant, assign, transfer, and set over to Assignee (and Assignee’s successors and permitted assigns), all of Assignor’s right, title, and interest under the Agreement, together with all duties, liabilities and obligations under, or arising in connection with the Agreement.
3. **Assumption.** Effective as of the Effective Date, Assignee does hereby accept the foregoing assignment of Assignor’s right, title, and interest under the Agreement, together with all duties,

liabilities and obligations under, or arising in connection with the Agreement and assumes and shall be bound by the terms and conditions of the Agreement.

4. Acknowledgement. Assignor acknowledges and agrees that this Assignment shall not release Assignor from the performance of its obligations, duties and/or liabilities that accrued under the Agreement prior to the Effective Date. Assignee acknowledges and agrees that Assignee is jointly and severally liable (together with Assignor) to Owner for the performance of Assignor's obligations, duties and liabilities under the Agreement, whether the same accrue prior to or after the Effective Date.

5. Successors and Permitted Assigns. This Assignment and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of the parties hereto.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument, notwithstanding the fact that all parties did not sign the same counterpart.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES APPEARS ON FOLLOWING PAGES]**



**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment as of the Effective Date.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

**ASSIGNOR:**

PEOPLES GAS SYSTEM, a division of TAMPA  
ELECTRIC COMPANY, a Florida corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
\_\_\_\_\_, as \_\_\_\_\_, for PEOPLES  
GAS SYSTEM, a division of TAMPA ELECTRIC COMPANY, a Florida corporation, on behalf  
thereof, and who is  personally known to me or  presented  
\_\_\_\_\_ as identification.

(Set forth type of identification presented, if applicable. If left blank, then personally known.)

\_\_\_\_\_  
Signature of Notary Public-State of \_\_\_\_\_

(AFFIX STAMP)

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name

**ASSIGNEE:**

PEOPLES GAS SYSTEM, INC., a Florida  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
\_\_\_\_\_, as \_\_\_\_\_, for PEOPLES  
GAS SYSTEM, INC., a Florida corporation, on behalf thereof, and who is  personally known to  
me or  presented \_\_\_\_\_ as identification.  
(Set forth type of identification presented, if applicable. If left blank, then personally known.)

\_\_\_\_\_  
Signature of Notary Public-State of \_\_\_\_\_

(AFFIX STAMP)

**[JOINDER AND CONSENT FOLLOWS]**

**JOINDER AND CONSENT TO  
ASSIGNMENT OF NON-EXCLUSIVE EASEMENT AGREEMENT**

Pursuant to the terms of the Agreement, Owner hereby joins in, approves, and consents to the foregoing Assignment; provided, however, that (i) the foregoing shall not release Assignor from its obligations and liabilities under the Agreement, Assignor and Assignee being jointly and severally liable to Owner for the performance of all obligations, duties and liabilities under the Agreement, whether the same accrued prior to or accrue after the Effective Date, (ii) Assignee promptly provides Owner a Certificate of Insurance evidencing Assignee's compliance with Paragraph 15 of the Agreement, and (iii) upon execution of this Assignment, Assignee records it in the official public records of Orange County, Florida. By executing this Joinder and Consent, the undersigned does not waive, or otherwise relinquish any of its rights under the Agreement, including, without limitation, its rights with respect to any existing defaults under the Agreement and its right to consent to any further assignment of the Agreement as set forth therein. Owner is not a party to or bound by the Assignment and has reviewed same for its own internal purposes only.

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_

Print Name

By: \_\_\_\_\_  
John H. Classe, Jr., District Administrator

\_\_\_\_\_

Print Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by John H. Classe, Jr., as District Administrator of REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is  personally known to me or  presented \_\_\_\_\_ as identification.  
(Set forth type of identification presented, if applicable. If left blank, then personally known.)

\_\_\_\_\_  
Signature of Notary Public-State of Florida

(AFFIX STAMP)

# EXHIBIT D

Record and Return to:

Reedy Creek Improvement District  
Post Office Box 10170  
Lake Buena Vista, FL 32830-0170  
Attn: Manager, Planning & Engineering

Related: DOC# 20150618807 B: 11019 P: 8620

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA] -----

**ASSIGNMENT OF NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT**

**THIS ASSIGNMENT OF NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT** (this “**Assignment**”) is made and entered into as of this 22<sup>nd</sup> day of February, 2023 (the “**Effective Date**”) by and between PEOPLES GAS SYSTEM, a division of TAMPA ELECTRIC COMPANY, a Florida corporation (“**Assignor**”), and PEOPLES GAS SYSTEM, INC., a Florida corporation (“**Assignee**”).

**WHEREAS**, Assignor and REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, as fee owner of certain real property located in Orange County, Florida (the “**Owner**”) entered into that certain Non-Exclusive Utility Easement Agreement recorded on December 1, 2015, in the Official Records of Orange County, Florida, having Document Number 20150618807 (Book 11019 Page 8620) (the “**Agreement**”); and

**WHEREAS**, Assignor desires to assign Assignor’s right, title, and interest in, to and under the Agreement to Assignee and Assignee desires to acquire Assignor’s right, title, and interest in, to and under the Agreement from Assignor.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, representations, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are acknowledged by the parties to be true and correct, and by this reference, are hereby incorporated herein as if fully set forth herein.
2. Assignment. Effective as of the Effective Date, Assignor does hereby grant, assign, transfer, and set over to Assignee (and Assignee’s successors and permitted assigns), all of Assignor’s right, title, and interest under the Agreement, together with all duties, liabilities and obligations under, or arising in connection with the Agreement.
3. Assumption. Effective as of the Effective Date, Assignee does hereby accept the foregoing assignment of Assignor’s right, title, and interest under the Agreement, together with all duties, liabilities and obligations under, or arising in connection with the Agreement and assumes and shall be bound by the terms and conditions of the Agreement.

4. Acknowledgement. Assignor acknowledges and agrees that this Assignment shall not release Assignor from the performance of its obligations, duties and/or liabilities that accrued under the Agreement prior to the Effective Date. Assignee acknowledges and agrees that Assignee is jointly and severally liable (together with Assignor) to Owner for the performance of Assignor's obligations, duties and liabilities under the Agreement, whether the same accrue prior to or after the Effective Date.

5. Successors and Permitted Assigns. This Assignment and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of the parties hereto.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument, notwithstanding the fact that all parties did not sign the same counterpart.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES APPEARS ON FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment as of the Effective Date.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**ASSIGNOR:**

PEOPLES GAS SYSTEM, a division of TAMPA  
ELECTRIC COMPANY, a Florida corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
\_\_\_\_\_, as \_\_\_\_\_, for  
PEOPLES GAS SYSTEM, a division of TAMPA ELECTRIC COMPANY, a Florida  
corporation, on behalf thereof, and who is  personally known to me or  presented  
\_\_\_\_\_ as identification.

(Set forth type of identification presented, if applicable. If left blank, then personally known.)

\_\_\_\_\_  
Signature of Notary Public-State of \_\_\_\_\_

(AFFIX STAMP)

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

\_\_\_\_\_

**ASSIGNEE:**

PEOPLES GAS SYSTEM, INC., a Florida  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
\_\_\_\_\_, as \_\_\_\_\_, for PEOPLES  
GAS SYSTEM, INC., a Florida corporation, on behalf thereof, and who is  personally known  
to me or  presented \_\_\_\_\_ as identification.  
(Set forth type of identification presented, if applicable. If left blank, then personally known.)

\_\_\_\_\_  
Signature of Notary Public-State of \_\_\_\_\_

(AFFIX STAMP)

**[JOINDER AND CONSENT FOLLOWS]**



**JOINDER AND CONSENT TO  
ASSIGNMENT OF NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT**

Pursuant to the terms of the Agreement, Owner hereby joins in, approves, and consents to the foregoing Assignment; provided, however, that (i) the foregoing shall not release Assignor from its obligations and liabilities under the Agreement, Assignor and Assignee being jointly and severally liable to Owner for the performance of all obligations, duties and liabilities under the Agreement, whether the same accrued prior to or accrue after the Effective Date, (ii) Assignee promptly provides Owner a Certificate of Insurance evidencing Assignee's compliance with Paragraph 8 of the Agreement, and (iii) upon execution of this Assignment, Assignee records it in the official public records of Orange County, Florida. By executing this Joinder and Consent, the undersigned does not waive, or otherwise relinquish any of its rights under the Agreement, including, without limitation, its rights with respect to any existing defaults under the Agreement and its right to consent to any further assignment of the Agreement as set forth therein. Owner is not a party to or bound by the Assignment and has reviewed same for its own internal purposes only.

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_

Print Name

By: \_\_\_\_\_  
John H. Classe, Jr., District Administrator

\_\_\_\_\_

Print Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by John H. Classe, Jr., as District Administrator of REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is  personally known to me or  presented \_\_\_\_\_ as identification. (Set forth type of identification presented, if applicable. If left blank, then personally known.)

\_\_\_\_\_  
Signature of Notary Public-State of Florida

(AFFIX STAMP)

# EXHIBIT E

Record and Return to:

Reedy Creek Improvement District  
Post Office Box 10170  
Lake Buena Vista, FL 32830-0170  
Attn: Manager, Planning & Engineering

Related: DOC# 20140345059 B: 10772 P: 6481

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA] -----

**ASSIGNMENT OF NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT**

**THIS ASSIGNMENT OF NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT** (this “**Assignment**”) is made and entered into as of this 22<sup>nd</sup> day of February, 2023 (the “**Effective Date**”) by and between PEOPLES GAS SYSTEM, a division of TAMPA ELECTRIC COMPANY, a Florida corporation (“**Assignor**”), and PEOPLES GAS SYSTEM, INC., a Florida corporation (“**Assignee**”).

**WHEREAS**, Assignor and REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, as fee owner of certain real property located in Orange County, Florida (the “**Owner**”) entered into that certain Non-Exclusive Utility Easement Agreement recorded on July 14, 2014, in the Official Records of Orange County, Florida, having Document Number 20140345059 (Book 10772 Page 6481) (the “**Agreement**”); and

**WHEREAS**, Assignor desires to assign Assignor’s right, title, and interest in, to and under the Agreement to Assignee and Assignee desires to acquire Assignor’s right, title, and interest in, to and under the Agreement from Assignor.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, representations, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are acknowledged by the parties to be true and correct, and by this reference, are hereby incorporated herein as if fully set forth herein.
2. Assignment. Effective as of the Effective Date, Assignor does hereby grant, assign, transfer, and set over to Assignee (and Assignee’s successors and permitted assigns), all of Assignor’s right, title, and interest under the Agreement, together with all duties, liabilities and obligations under, or arising in connection with the Agreement.
3. Assumption. Effective as of the Effective Date, Assignee does hereby accept the foregoing assignment of Assignor’s right, title, and interest under the Agreement, together with all duties, liabilities and obligations under, or arising in connection with the Agreement and assumes and shall be bound by the terms and conditions of the Agreement.

4. Acknowledgement. Assignor acknowledges and agrees that this Assignment shall not release Assignor from the performance of its obligations, duties and/or liabilities that accrued under the Agreement prior to the Effective Date. Assignee acknowledges and agrees that Assignee is jointly and severally liable (together with Assignor) to Owner for the performance of Assignor's obligations, duties and liabilities under the Agreement, whether the same accrue prior to or after the Effective Date.

5. Successors and Permitted Assigns. This Assignment and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of the parties hereto.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument, notwithstanding the fact that all parties did not sign the same counterpart.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES APPEARS ON FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment as of the Effective Date.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_, for PEOPLES GAS SYSTEM, a division of TAMPA ELECTRIC COMPANY, a Florida corporation, on behalf thereof, and who is  personally known to me or  presented \_\_\_\_\_ as identification.

(Set forth type of identification presented, if applicable. If left blank, then personally known.)

\_\_\_\_\_  
Signature of Notary Public-State of \_\_\_\_\_

(AFFIX STAMP)

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

\_\_\_\_\_

Print Name

**ASSIGNEE:**

PEOPLES GAS SYSTEM, INC., a Florida  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
\_\_\_\_\_, as \_\_\_\_\_, for  
PEOPLES GAS SYSTEM, INC., a Florida corporation, on behalf thereof, and who is   
personally known to me or  presented \_\_\_\_\_ as identification.  
(Set forth type of identification presented, if applicable. If left blank, then personally known.)

\_\_\_\_\_  
Signature of Notary Public-State of \_\_\_\_\_

(AFFIX STAMP)

**[JOINDER AND CONSENT FOLLOWS]**

**JOINDER AND CONSENT TO  
ASSIGNMENT OF NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT**

Pursuant to the terms of the Agreement, Owner hereby joins in, approves, and consents to the foregoing Assignment; provided, however, that (i) the foregoing shall not release Assignor from its obligations and liabilities under the Agreement, Assignor and Assignee being jointly and severally liable to Owner for the performance of all obligations, duties and liabilities under the Agreement, whether the same accrued prior to or accrue after the Effective Date, (ii) Assignee promptly provides Owner a Certificate of Insurance evidencing Assignee's compliance with Paragraph 8 of the Agreement, and (iii) upon execution of this Assignment, Assignee records it in the official public records of Orange County, Florida. By executing this Joinder and Consent, the undersigned does not waive, or otherwise relinquish any of its rights under the Agreement, including, without limitation, its rights with respect to any existing defaults under the Agreement and its right to consent to any further assignment of the Agreement as set forth therein. Owner is not a party to or bound by the Assignment and has reviewed same for its own internal purposes only.

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_

Print Name

By: \_\_\_\_\_  
John H. Classe, Jr., District Administrator

\_\_\_\_\_

Print Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by John H. Classe, Jr., as District Administrator of REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is  personally known to me or  presented \_\_\_\_\_ as identification. (Set forth type of identification presented, if applicable. If left blank, then personally known.)

\_\_\_\_\_  
Signature of Notary Public-State of Florida

(AFFIX STAMP)

# EXHIBIT F



Record and Return to:

Reedy Creek Improvement District  
Post Office Box 10170  
Lake Buena Vista, FL 32830-0170  
Attn: Manager, Planning & Engineering

Related: DOC# 2014098440 B: 4635 P: 849

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA] -----

**ASSIGNMENT OF NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT**

**THIS ASSIGNMENT OF NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT** (this “**Assignment**”) is made and entered into as of this 22<sup>nd</sup> day of February, 2023 (the “**Effective Date**”) by and between PEOPLES GAS SYSTEM, a division of TAMPA ELECTRIC COMPANY, a Florida corporation (“**Assignor**”), and PEOPLES GAS SYSTEM, INC., a Florida corporation (“**Assignee**”).

**WHEREAS**, Assignor and REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, as fee owner of certain real property located in Osceola County, Florida (the “**Owner**”) entered into that certain Non-Exclusive Utility Easement Agreement recorded on July 11, 2014, in the Official Records of Osceola County, Florida, having Document Number 2014098440 (Book 4635 Page 849) (the “**Agreement**”); and

**WHEREAS**, Assignor desires to assign Assignor’s right, title, and interest in, to and under the Agreement to Assignee and Assignee desires to acquire Assignor’s right, title, and interest in, to and under the Agreement from Assignor.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, representations, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are acknowledged by the parties to be true and correct, and by this reference, are hereby incorporated herein as if fully set forth herein.
2. **Assignment.** Effective as of the Effective Date, Assignor does hereby grant, assign, transfer, and set over to Assignee (and Assignee’s successors and permitted assigns), all of Assignor’s right, title, and interest under the Agreement, together with all duties, liabilities and obligations under, or arising in connection with the Agreement.
3. **Assumption.** Effective as of the Effective Date, Assignee does hereby accept the foregoing assignment of Assignor’s right, title, and interest under the Agreement, together with all duties, liabilities and obligations under, or arising in connection with the Agreement and assumes and shall be bound by the terms and conditions of the Agreement.

4. Acknowledgement. Assignor acknowledges and agrees that this Assignment shall not release Assignor from the performance of its obligations, duties and/or liabilities that accrued under the Agreement prior to the Effective Date. Assignee acknowledges and agrees that Assignee is jointly and severally liable (together with Assignor) to Owner for the performance of Assignor's obligations, duties and liabilities under the Agreement, whether the same accrue prior to or after the Effective Date.

5. Successors and Permitted Assigns. This Assignment and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of the parties hereto.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument, notwithstanding the fact that all parties did not sign the same counterpart.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES APPEARS ON FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment as of the Effective Date.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**ASSIGNOR:**

PEOPLES GAS SYSTEM, a division of TAMPA  
ELECTRIC COMPANY, a Florida corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
\_\_\_\_\_, as \_\_\_\_\_, for PEOPLES  
GAS SYSTEM, a division of TAMPA ELECTRIC COMPANY, a Florida corporation, on behalf  
thereof, and who is  personally known to me or  presented  
\_\_\_\_\_ as identification.

(Set forth type of identification presented, if applicable. If left blank, then personally known.)

\_\_\_\_\_  
Signature of Notary Public-State of \_\_\_\_\_

(AFFIX STAMP)

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**ASSIGNEE:**

PEOPLES GAS SYSTEM, INC., a Florida  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
\_\_\_\_\_, as \_\_\_\_\_, for PEOPLES  
GAS SYSTEM, INC., a Florida corporation, on behalf thereof, and who is  personally known  
to me or  presented \_\_\_\_\_ as identification.  
(Set forth type of identification presented, if applicable. If left blank, then personally known.)

\_\_\_\_\_  
Signature of Notary Public-State of \_\_\_\_\_

(AFFIX STAMP)

**[JOINDER AND CONSENT FOLLOWS]**

**JOINDER AND CONSENT TO  
ASSIGNMENT OF NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT**

Pursuant to the terms of the Agreement, Owner hereby joins in, approves, and consents to the foregoing Assignment; provided, however, that (i) the foregoing shall not release Assignor from its obligations and liabilities under the Agreement, Assignor and Assignee being jointly and severally liable to Owner for the performance of all obligations, duties and liabilities under the Agreement, whether the same accrued prior to or accrue after the Effective Date, (ii) Assignee promptly provides Owner a Certificate of Insurance evidencing Assignee's compliance with Paragraph 8 of the Agreement, and (iii) upon execution of this Assignment, Assignee records it in the official public records of Orange County, Florida. By executing this Joinder and Consent, the undersigned does not waive, or otherwise relinquish any of its rights under the Agreement, including, without limitation, its rights with respect to any existing defaults under the Agreement and its right to consent to any further assignment of the Agreement as set forth therein. Owner is not a party to or bound by the Assignment and has reviewed same for its own internal purposes only.

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_

Print Name

By: \_\_\_\_\_  
John H. Classe, Jr., District Administrator

\_\_\_\_\_

Print Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by John H. Classe, Jr., as District Administrator of REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is  personally known to me or  presented \_\_\_\_\_ as identification. (Set forth type of identification presented, if applicable. If left blank, then personally known.)

\_\_\_\_\_  
Signature of Notary Public-State of Florida

(AFFIX STAMP)

# EXHIBIT G

**FIRST AMENDMENT TO AMENDED AND RESTATED LABOR SERVICES AGREEMENT**

**THIS FIRST AMENDMENT TO AMENDED AND RESTATED LABOR SERVICES AGREEMENT** (this "**Amendment**") is made and entered into as of the date of last execution below (the "**Effective Date**"), by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public body corporate and politic of the State of Florida ("**District**" or "**RCID**"), and **REEDY CREEK ENERGY SERVICES** ("**RCES**").

**WITNESSETH:**

**WHEREAS**, the District and RCES entered into that certain Amended And Restated Labor Services Agreement, as approved by the Board of Supervisors on or about February 8, 2023 (the "**Agreement**"); and

**WHEREAS**, the parties hereto desire to amend the Agreement to, among other things, (i) clarify the understanding of the parties in determining the Operational Services Fee, the Operational Services Fee Cap, the Design/Support Services Fee, and (ii) more clearly define the effective date of the Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended, and the parties hereto agree as follows:

- 1. Recitations; Capitalized Terms.** The above recitations are true and correct and form a material part of this Amendment. Any capitalized term used and not otherwise defined in this Amendment shall have the same meaning as set forth in the Agreement.
- 2. Vehicles, Building and Equipment.** In furtherance and not in limitation of the District's obligation, as set forth in Section 4.3 of the Agreement, to provide RCID with all materials and equipment required to operate and maintain the Facilities, including, but not limited to, the Services, by and at the cost of the District, the District hereby confirms its obligation to continue to provide to RCES, during the Term (including any extension thereof), at no cost and/or obligation to RCES: (i) a sufficient number of vehicles, similar in number and type as provided on the Effective Date of the Agreement (with reasonable increases in numbers as the Operational Services and/or the Design/Support Services increase) (the "**Vehicles**"); and (ii) the buildings, structures, equipment, land and other resources currently occupied and/or being utilized by RCES in connection with the performance of the Operational Services and the Design/Support Services (the "**Buildings and Equipment**"). For the avoidance of doubt, the District shall continue to be responsible for insuring, maintaining, repairing and replacing, as necessary, the Vehicles and the Buildings and Equipment at the District's cost and expense. The parties acknowledge and agree that the Operational Services Fee, the Operational Services Fee Cap and the Design/Support Services Fee, and any increase thereto contemplated by the Agreement, were based upon, among other things, the foregoing obligations of the District.
- 3. Effective Date and Commencement Date.** The parties acknowledge and agree that the Effective Date and the Commencement Date of the Agreement are February 8, 2023.
- 4. Ratification; Conflicts.** The Agreement, as amended by this Amendment, is ratified and shall continue to be in full force and effect and shall continue to be binding upon and enforceable against the parties hereto. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control and supersede those of the Agreement.
- 5. Counterparts.** This Amendment may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The delivery of an executed counterpart of a signature page to this Amendment by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

(signatures appear on following page)

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the Effective Date.

**THE DISTRICT:**

**REEDY CREEK IMPROVEMENT DISTRICT**

By: \_\_\_\_\_

John H. Classe, Jr., District Administrator

Dated: February \_\_\_\_, 2023

**RCES:**

**REEDY CREEK ENERGY SERVICES**

By: \_\_\_\_\_

Brian T. Jones, Vice President

Dated: February \_\_\_\_, 2023



# EXHIBIT H

Lease File: #2070

Project: SO – Substation Sector Six – Main Office

**FIRST AMENDMENT TO LICENSE AGREEMENT**

**THIS FIRST AMENDMENT TO LICENSE AGREEMENT** (this “**First Amendment**”) is made and entered into as of this 22<sup>nd</sup> day of February, 2023 (the “**Amendment Effective Date**”) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida (“**Licensor**”), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (“**Licensee**”). Licensor and Licensee may be referred to in this First Amendment individually as a “Party” or collectively as the “Parties”.

**WITNESSETH:**

**WHEREAS**, Licensor and Licensee entered into that certain License Agreement, having an Effective Date of January 26, 2016 (the “**Agreement**”), for the use by Licensee of the premises and appurtenances (as specifically demised in the Agreement) located at 2700 Village Services Trail, Lake Buena Vista, Florida 32830 (which configuration and floor plan is shown on the schematic floor plan described on Exhibit “A” of the Agreement, the “**Premises**”); and

**WHEREAS**, the Parties desire to amend the Agreement as set forth below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Recitals; Capitalized Terms; Amendment Effective Date.** The foregoing recitals are true and correct and such recitals are incorporated herein by reference. Any capitalized term used and not otherwise defined in this First Amendment shall have the same meaning as set forth in the Agreement. The terms and provisions of this First Amendment shall be deemed effective as of the Amendment Effective Date.

2. **Alterations.** Licensee shall not make any improvements or alterations of any kind or nature to the Premises, whether exterior or interior (even if only "minor" or "decorative"), without the prior written approval of Licensor in each instance, which Licensor may grant, condition or withhold in its sole and absolute discretion. In addition to obtaining the aforesaid approval from Licensor, Licensee must obtain any and all permits and approvals from applicable governmental authorities (including, without limitation, from Licensor) with respect to any such improvements and/or alterations. Licensee agrees that it is currently occupying the Premises, that it accepts the same in “As-Is” condition and that Licensor has no obligation to perform any work to or within the Premises (and/or to provide any replacement or additional furniture) to make the same ready for Licensee’s continued occupancy.

3. **Term.**

a) The Agreement is hereby reinstated and shall be in full force and effect, as further amended by this First Amendment.

b) The Term (as defined in the Agreement) of the Agreement is deemed to have been extended for an additional period commencing on the date immediately following the expiration of the previous Term and continuing until 11:59 p.m. on the last day of the twelfth (12<sup>th</sup>) full calendar month after the Amendment Effective Date (the “**Reinstated Term**”). After the Reinstated Term, the Agreement and the Term thereof shall, provided Licensee is in good standing and not in default of the Agreement, automatically renew for consecutive twelve (12) month periods, subject to the termination right afforded to each Party in the Agreement. Licensee’s Manager of the Real Estate Management Division shall be authorized to terminate and, upon request by Licensor, execute a document on behalf of Licensee evidencing any such termination of this Agreement.

c) The second and third sentences of Section 2 of the Agreement are deleted in their entirety.

Lease File: #2070

Project: SO – Substation Sector Six – Main Office

4. **Notices.**

a) The last sentence of the first paragraph of Paragraph 13 of the Agreement is hereby deleted in its entirety and replaced with the following:

“All notices and requests for approval or consent shall be addressed as hereinbelow set forth, or to such other address(es) and/or persons the Parties shall hereafter give notice of to the other as required hereinabove.”

b) The designated addresses and/or persons for the Parties are hereby amended as follows:

If to Licensor, to: Reedy Creek Improvement District  
Attention: District Administrator  
1900 Hotel Plaza Boulevard  
Lake Buena Vista, FL 32830

With copies to: Reedy Creek Improvement District  
Attention: Chief of Public Works  
1900 Hotel Plaza Boulevard  
Lake Buena Vista, FL 32830

Milgrim Law Group  
Attention: Edward Milgrim, Esq.  
3216 Corrine Drive  
Orlando, FL 32803

If to Licensee, to: Orange County Administrative Support Division  
Attention: Director  
201 South Rosalind Avenue  
Orlando, FL 32802-1393

With copies to: Orange County Real Estate Management Division  
Attention: Manager  
P.O. Box 1393  
Orlando, FL 32802-1393

Orange County Attorney’s Office  
Attention: Legal Department  
P.O. Box 1393  
Orlando, FL 32802-1393

Orange County Sheriff’s Office  
Attention: General Counsel  
P.O. Box 1440  
Orlando, FL 32830-1440

5. **Miscellaneous.** This First Amendment shall be governed by the laws of the State of Florida without regard to conflicts of laws principles. Each Party represents and warrants to the other that it is duly authorized to enter into and execute this First Amendment. This First Amendment shall be binding upon and inure to the benefit of Licensor and Licensee and, to the extent permitted in the Agreement, their respective successors and assigns.

6. **Attorney Fees.** The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of the License or this First Amendment,

Lease File: #2070

Project: SO – Substation Sector Six – Main Office

or the breach, enforcement, or interpretation of the License or this First Amendment, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THE LICENSE OR THIS FIRST AMENDMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

7. **Ratification.** Except as expressly modified by this First Amendment, the Parties ratify and affirm all the terms and conditions set forth in the Agreement and acknowledge that the Agreement is binding and that all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect. In the event of a conflict between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control and supersede those of the Agreement.

8. **Counterparts.** This First Amendment shall not be binding upon either Party unless and until both Parties shall have executed and delivered a fully executed duplicate original of this First Amendment. This First Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and same agreement binding upon the Parties, notwithstanding that all the Parties are not signatories to the same counterpart. In order to facilitate the agreements contemplated by this First Amendment, signatures transmitted by facsimile machine or signatures transmitted via e-mail in a “PDF” format may be used in place of original signatures on this First Amendment, and each Party shall be bound by such Party’s facsimile or “PDF” format signature as if it were an original signature.

**IN WITNESS WHEREOF**, Licensor and Licensee have caused this First Amendment to be duly executed on or as of the Amendment Effective Date.

**WITNESSES:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**ATTEST:** Phil Diamond, County Comptroller  
as Clerk to the Board

By: \_\_\_\_\_  
Deputy Clerk

Print Name: \_\_\_\_\_

**LICENSOR:**

**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: \_\_\_\_\_

**LICENSEE:**

**ORANGE COUNTY**, a charter county and political subdivision of the State of Florida

By: its Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings, Orange County Mayor

Date: \_\_\_\_\_

(OFFICIAL COUNTY SEAL)

# EXHIBIT I

**FIRST AMENDMENT TO LICENSE AGREEMENT**

**THIS FIRST AMENDMENT TO LICENSE AGREEMENT** (this “**First Amendment**”) is made and entered into as of this 22<sup>nd</sup> day of February, 2023 (the “**Amendment Effective Date**”) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida (“**Licensor**”), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (“**Licensee**”). Licensor and Licensee may be referred to in this First Amendment individually as a “Party” or collectively as the “Parties”.

**WITNESSETH:**

**WHEREAS**, Licensor and Licensee entered into that certain License Agreement, having an Effective Date of October 20, 2015 (the “**Agreement**”), for the use by Licensee of the premises and appurtenances (as specifically demised in the Agreement) located within the Downtown Disney Parking Garage at 1496 E. Buena Vista Drive #E02, Lake Buena Vista, Florida 32830 (which configuration and floor plan is shown on the schematic floor plan described on Exhibit “A” of the Agreement, the “**Premises**”); and

**WHEREAS**, the Parties desire to amend the Agreement as set forth below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Recitals; Capitalized Terms; Amendment Effective Date.** The foregoing recitals are true and correct and such recitals are incorporated herein by reference. Any capitalized term used and not otherwise defined in this First Amendment shall have the same meaning as set forth in the Agreement. The terms and provisions of this First Amendment shall be deemed effective as of the Amendment Effective Date.

2. **Alterations.** Licensee shall not make any improvements or alterations of any kind or nature to the Premises, whether exterior or interior (even if only "minor" or "decorative"), without the prior written approval of Licensor in each instance, which Licensor may grant, condition or withhold in its sole and absolute discretion. In addition to obtaining the aforesaid approval from Licensor, Licensee must obtain any and all permits and approvals from applicable governmental authorities (including, without limitation, from Licensor) with respect to any such improvements and/or alterations. Licensee agrees that it is currently occupying the Premises, that it accepts the same in “As-Is” condition and that Licensor has no obligation to perform any work to or within the Premises (and/or to provide any replacement or additional furniture) to make the same ready for Licensee’s continued occupancy.

3. **Term.**

a) The Agreement is hereby reinstated and shall be in full force and effect, as further amended by this First Amendment.

b) The Term (as defined in the Agreement) of the Agreement is deemed to have been extended for an additional period commencing on the date immediately following the expiration of the previous Term and continuing until 11:59 p.m. on the last day of the twelfth (12<sup>th</sup>) full calendar month after the Amendment Effective Date (the “**Reinstated Term**”). After the Reinstated Term, the Agreement and the Term thereof shall, provided Licensee is in good standing and not in default of the Agreement, automatically renew for consecutive twelve (12) month periods, subject to the termination right afforded to each Party in the Agreement. Licensee’s Manager of the Real Estate Management Division shall be authorized to terminate and, upon request by Licensor, execute a document on behalf of Licensee evidencing any such termination of this Agreement.

c) The second and third sentences of Section 2 of the Agreement are deleted in their entirety.

4. **Notices.**

a) The last sentence of the first paragraph of Paragraph 13 of the Agreement is hereby deleted in its entirety and replaced with the following:

“All notices and requests for approval or consent shall be addressed as hereinbelow set forth, or to such other address(es) and/or persons the Parties shall hereafter give notice of to the other as required hereinabove:”

b) The designated addresses and/or persons for the Parties are hereby amended as follows:

If to Licensor, to:                    Reedy Creek Improvement District  
    Attention: District Administrator  
    1900 Hotel Plaza Boulevard  
    Lake Buena Vista, FL 32830

With copies to:                        Reedy Creek Improvement District  
    Attention: Chief of Public Works  
    1900 Hotel Plaza Boulevard  
    Lake Buena Vista, FL 32830

Milgrim Law Group  
Attention: Edward Milgrim, Esq.  
3216 Corrine Drive  
Orlando, FL 32803

If to Licensee, to:                    Orange County Administrative Support Division  
    Attention: Director  
    201 South Rosalind Avenue  
    Orlando, FL 32802-1393

With copies to:                        Orange County Real Estate Management Division  
    Attention: Manager  
    P.O. Box 1393  
    Orlando, FL 32802-1393

Orange County Attorney’s Office  
Attention: Legal Department  
P.O. Box 1393  
Orlando, FL 32802-1393

Orange County Sheriff’s Office  
Attention: General Counsel  
P.O. Box 1440  
Orlando, FL 32830-1440

5. **Miscellaneous.** This First Amendment shall be governed by the laws of the State of Florida without regard to conflicts of laws principles. Each Party represents and warrants to the other that it is duly authorized to enter into and execute this First Amendment. This First Amendment shall be binding upon and inure to the benefit of Licensor and Licensee and, to the extent permitted in the Agreement, their respective successors and assigns.

6. **Attorney Fees.** The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of the Agreement or this First Amendment, or the breach, enforcement, or interpretation of the Agreement or this First Amendment, regardless of

whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THE AGREEMENT OR THIS FIRST AMENDMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

7. **Ratification.** Except as expressly modified by this First Amendment, the Parties ratify and affirm all the terms and conditions set forth in the Agreement and acknowledge that the Agreement is binding and that all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect. In the event of a conflict between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control and supersede those of the Agreement.

8. **Counterparts.** This First Amendment shall not be binding upon either Party unless and until both Parties shall have executed and delivered a fully executed duplicate original of this First Amendment. This First Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and same agreement binding upon the Parties, notwithstanding that all the Parties are not signatories to the same counterpart. In order to facilitate the agreements contemplated by this First Amendment, signatures transmitted by facsimile machine or signatures transmitted via e-mail in a “PDF” format may be used in place of original signatures on this First Amendment, and each Party shall be bound by such Party’s facsimile or “PDF” format signature as if it were an original signature.

**IN WITNESS WHEREOF**, Licensor and Licensee have caused this First Amendment to be duly executed on or as of the Amendment Effective Date.

**WITNESSES:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**ATTEST:** Phil Diamond, County Comptroller  
as Clerk to the Board

By: \_\_\_\_\_  
Deputy Clerk

Print Name: \_\_\_\_\_

**LICENSOR:**

**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: \_\_\_\_\_

**LICENSEE:**

**ORANGE COUNTY**, a charter county and political subdivision of the State of Florida

By: its Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings, Orange County Mayor

Date: \_\_\_\_\_

(OFFICIAL COUNTY SEAL)



# EXHIBIT J

Lease File: #10002

Project: SO Substation – Disney Springs

**FIRST AMENDMENT TO LICENSE AGREEMENT**

**THIS FIRST AMENDMENT TO LICENSE AGREEMENT** (this “**First Amendment**”) is made and entered into as of this 22<sup>nd</sup> day of February, 2023 (the “**Amendment Effective Date**”) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida (“**Licensor**”), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (“**Licensee**”). Licensor and Licensee may be referred to in this First Amendment individually as a “Party” or collectively as the “Parties”.

**WITNESSETH:**

**WHEREAS**, Licensor and Licensee entered into that certain License Agreement, having an Effective Date of July 16, 2019 (the “**License**”), for the Permitted Use (as defined in the License), by Licensee of the premises identified as Space B28-107 or Space 107 in Building B28, which is more particularly described on, and which configuration and floor plan is shown on the schematic floor plan described on Exhibit “A” of the License (the “**Premises**”), subject to, among other things, that certain lease (the “**Lease**”) between Licensor and Licensor’s landlord (Walt Disney Parks and Resorts U.S., Inc., “**Licensor’s Landlord**”); and

**WHEREAS**, the Parties desire to amend the License as set forth below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Recitals; Capitalized Terms; Amendment Effective Date.** The foregoing recitals are true and correct and such recitals are incorporated herein by reference. Any capitalized term used and not otherwise defined in this First Amendment shall have the same meaning as set forth in the License. The terms and provisions of this First Amendment shall be deemed effective as of the Amendment Effective Date.

2. **Alterations.** Licensee shall not make any improvements or alterations of any kind or nature to the Premises, whether exterior or interior (even if only "minor" or "decorative"), without the prior written approval of Licensor (and Licensor’s Landlord in accordance with the Lease) in each instance, which Licensor (and Licensor’s Landlord in accordance with the Lease) may grant, condition or withhold in its sole and absolute discretion. In addition to obtaining the aforesaid approval from Licensor (and Licensor’s Landlord in accordance with the Lease), Licensee must obtain any and all permits and approvals from applicable governmental authorities (including, without limitation, from Licensor) with respect to any such improvements and/or alterations. Licensee agrees that it is currently occupying the Premises, that it accepts the same in “As-Is” condition and that Licensor has no obligation to perform any work to or within the Premises (and/or to provide any replacement or additional furniture) to make the same ready for Licensee’s continued occupancy.

3. **Notices.** The last sentence and the designated address(es) and/or persons designated in Paragraph 13 of the Agreement is hereby amended as follows:

All notices and requests for approval or consent shall be addressed as hereinbelow set forth, or to such other address(es) and/or persons the Parties shall hereafter give notice of (as required in this Section 13) to the other:

Lease File: #10002  
Project: SO Substation – Disney Springs

If to RCID, to:	Reedy Creek Improvement District Attention: District Administrator 1900 Hotel Plaza Boulevard Lake Buena Vista, FL 32830
With copies to:	Reedy Creek Improvement District Attention: Chief of Public Works 1900 Hotel Plaza Boulevard Lake Buena Vista, FL 32830
	Milgrim Law Group Attention: Edward Milgrim, Esq. 3216 Corrine Drive Orlando, FL 32803
If to Licensor’s Landlord, to:	Walt Disney Parks and Resorts U.S., Inc. Attention: Assistant Chief Counsel – Real Estate 1375 Buena Vista Drive Lake Buena Vista, Florida 32830
If to County, to:	Orange County Administrative Support Division Attention: Director 201 South Rosalind Avenue Orlando, FL 32802-1393
With copies to:	Orange County Real Estate Management Division Attention: Manager P.O. Box 1393 Orlando, FL 32802-1393
	Orange County Attorney’s Office Attention: Legal Department P.O. Box 1393 Orlando, FL 32802-1393
	Orange County Sheriff’s Office Attention: General Counsel P.O. Box 1440 Orlando, FL 32830-1440

4. **Miscellaneous.** This First Amendment shall be governed by the laws of the State of Florida without regard to conflicts of laws principles. Each Party represents and warrants to the other that it is duly authorized to enter into and execute this First Amendment. This First Amendment shall be binding upon and inure to the benefit of Licensor and Licensee and, to the extent permitted in the License, their respective successors and assigns.

5. **Ratification.** Except as expressly modified by this First Amendment, the Parties ratify and affirm all the terms and conditions set forth in the License and acknowledge that the License is binding and that all other items and provisions of the License remain unchanged and continue to be in full force and effect. In the event of a conflict between the terms and provisions of this First Amendment and the terms and provisions of the License, the terms and provisions of this First Amendment shall control and supersede those of the License.

6. **Attorney Fees.** The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of the License or this First Amendment, or the breach, enforcement, or interpretation of the License or this First Amendment, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THE LICENSE OR THIS FIRST AMENDMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

7. **Counterparts.** This First Amendment shall not be binding upon either Party unless and until both Parties shall have executed and delivered a fully executed duplicate original of this First Amendment. This First Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and same agreement binding upon the Parties, notwithstanding that all the Parties are not signatories to the same counterpart. In order to facilitate the agreements contemplated by this First Amendment, signatures transmitted by facsimile machine or signatures transmitted via e-mail in a “PDF” format may be used in place of original signatures on this First Amendment, and each Party shall be bound by such Party’s facsimile or “PDF” format signature as if it were an original signature.

**IN WITNESS WHEREOF**, Licensor and Licensee have caused this First Amendment to be duly executed on or as of the Amendment Effective Date.

**WITNESSES:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**LICENSOR:**

**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: \_\_\_\_\_

**ATTEST:** Phil Diamond, County Comptroller as Clerk to the Board

By: \_\_\_\_\_  
Deputy Clerk

Print Name: \_\_\_\_\_

**LICENSEE:**

**ORANGE COUNTY**, a charter county and political subdivision of the State of Florida

By: its Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings, Orange County Mayor

Date: \_\_\_\_\_

(OFFICIAL COUNTY SEAL)

# EXHIBIT K

## RADIO TOWER LEASE AGREEMENT

**THIS RADIO TOWER LEASE AGREEMENT** (this "**Lease**") is entered into between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida ("**RCID**"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("**County**") effective as of the effective date of that certain Interlocal Agreement Regarding The 800 Megahertz Radio System (the "**Interlocal**") between RCID and County (the "**Effective Date**"). For good and valuable consideration, the parties agree as follows:

1. **SITE.** Subject to the following terms and conditions, RCID leases to County that certain real property described on **Exhibit "A"** attached hereto (hereafter referred to as "**Site**"). In consideration of RCID's lease of the Site, County subleases to RCID, and permits the shared use (with County and as otherwise set forth herein) of a 280 foot radio tower as shown on **Exhibit "A"**, which radio tower has been constructed on the Site by County at County's sole expense (such tower and any replacement thereof is referred to herein as the "**Tower**"). The top sixty (60) feet of the Tower are currently being shared by the parties. Any adjustment, modification and/or addition to County's current use of the top sixty (60) feet of the Tower must be approved in writing by RCID, which approval shall not be unreasonably withheld. County further subleases to RCID 228 square feet (collectively with the Tower, the "**Sublease Space**") of that certain 912 square foot support building (such building and any replacement thereof is referred to herein as the "**Building**"), which Building has been constructed on the Site by County at County's sole expense in conjunction with the Tower as shown on **Exhibit "A"**.

2. **TERM.**

(a) **Initial Term.** This Lease shall be for an initial term of twenty (20) years, commencing on the Effective Date and expiring on the last day of the two hundred fortieth (240<sup>th</sup>) full month after the Effective Date (the "**Initial Term**"; the term "**Term**" shall mean the Initial Term as extended by any Option Period (as defined below)). Notwithstanding the foregoing, this Lease shall automatically terminate upon the termination of the Interlocal.

(b) **Renewal Option.** County shall have the option (each an "**Option**") to extend the Initial Term for two (2) consecutive fifteen (15) year periods (each an "**Option Period**"), the first Option Period commencing when the Initial Term expires, upon and subject to each and all of the terms set forth below.

- (i) County must exercise each Option, if at all, during the period from three hundred sixty-five (365) days before the commencement of the applicable Option Period until one hundred eighty (180) days before the commencement of the applicable Option Period (the "**Option Exercise Period**").
- (ii) In order to exercise an Option, County shall provide RCID a notice of the exercise of the applicable Option during the applicable Option Exercise Period. If said notice of the exercise of any Option is not so given and received, the Option and the subsequent Option (if any) shall automatically expire.

- (iii) County shall have no right to exercise any Option during the period of time commencing with the giving of any notice of default and continuing until the noticed default is cured (and curing the default shall not in any manner extend the period of time which County has to exercise the applicable Option);
- (iv) Notwithstanding County's due and timely exercise of an Option, such exercise shall be null and void if, on the first day of the Option Period, County shall be in default under this Lease;
- (v) All of the terms of this Lease shall apply during each Option Period, except as otherwise specifically provided; and
- (vi) County shall have no further right to extend the expiration date of this Lease or the expiration of Term following the expiration of the second Option Period.

3. USE OF THE SITE.

(a) By County. RCID hereby grants to County the right to use the Site, on the terms and conditions set forth herein, for only the following purposes: installing (as to any improvements that do not exist on the Effective Date), maintaining, repairing, replacing and operating (except as expressly provided in clause 9 below) the following (collectively, the "Structures"):

- 1. the Tower;
- 2. a tower base;
- 3. guy lines (and bases therefor) supporting the Tower in the locations shown on Exhibit "A";
- 4. the Building (which Building is and shall continue to be made of concrete block, pre-stressed roof style construction) to be used in conjunction with the Tower;
- 5. a generator (which generator is and shall continue to consist of an internal fuel tank of approximately 500 gallons and be an approximately 80-100 kilowatt unit);
- 6. air conditioning equipment within the Building with sufficient capacity to offset: (i) the heat generated by the electronic equipment within the Building, plus (ii) the normal environmental load;
- 7. security fences enclosing: (i) the Tower (which fenced area has and shall have a perimeter of approximately 50 feet by 50 feet); and (ii) the base area of the guy lines supporting the Tower; and
- 8. a dual mode lighting system, which provides daytime strobe and nighttime red flashing for air traffic notification.

County shall maintain, repair, replace (as necessary) and operate the Site and the Structures (except as expressly provided in clause 9 above), including, without limitation, the enclosed area surrounding the Structures, in a manner substantially similar to that existing on the Effective Date, subject to compliance with RCID's aesthetic standards for similar properties as established by RCID, in its sole and absolute discretion, from time to time and at any time during the Term. In furtherance and not in limitation of the foregoing, at no time shall the height of the vegetation on the Site exceed 12 inches.

(b) By RCID. The Structures may be used by RCID for the installation, maintenance, repair, replacement and operation of communications equipment in accordance with the Interlocal and for such other operations which do not unreasonably interfere with County's use. In consideration of the unique location of the Site (considering FAA and FCC laws and regulations), RCID may permit other entities, with the mutual approval of the County, not to be unreasonably withheld, to use a portion of the Subleased Space for communication purposes and such other operations which do not unreasonably interfere with County's use provided that: (1) County and RCID shall share equally the net consideration, if any, given for such use by other entities; and (2) RCID shall assure that any such use by other entities is in compliance with all local, state, and federal laws and regulations. Noncompliance with any such law or regulation by any said other entity for a period exceeding thirty (30) days beyond receipt of written notice of said noncompliance shall be a basis to require such other entity to immediately discontinue use of the Subleased Space. The amount of consideration given by the user of all or a portion of the Subleased Space, if any, shall be in the sole and absolute discretion of RCID.

4. INTERFERENCE. County and RCID shall use the Structures and shall ensure that any other person/entity using any portion of the Structures with its consent and/or at its direction shall use the Structures, in a way which does not unreasonably interfere with the operations of the other party, or the operations of either party's respective licensees, sublessees, or permittees. In the event of such interference, the parties shall confer and use commercially reasonable efforts to address the interference; provided, however, that any interference that cannot be rectified promptly and in a commercially reasonable manner shall be deemed a material breach of this Lease and Section 10 shall apply thereto.

5. TITLE AND USE. RCID warrants that it has good and sufficient right to enter into this Lease and, to the best of its knowledge, is the owner in fee of the Site. County warrants that it has good and sufficient right to enter into this Lease and is the owner of the Structures.

6. OWNERSHIP OF THE EQUIPMENT FOR LESSEE'S USE. The Tower and all equipment thereupon, except for that equipment owned by RCID (and any sublessee of RCID, if any), shall remain the property of County during the Term of this Lease. Upon termination or expiration of this Lease, all personal property and removable trade fixtures (i.e. those that can be removed without damage to the Building) owned by County shall be removed from the Site by County at its sole expense. The Site shall, if requested by RCID in writing, be returned to its preconstruction condition at County's sole expense. If not so requested, upon termination or expiration of this Lease, County will repair any damage caused by the removal of its personal property and removable trade fixtures and surrender possession of the Site and all Structures (title to which shall automatically vest in RCID) and deliver the same to RCID in good order, condition and state of repair, ordinary wear and tear excepted, free and clear of all franchises, licenses, claims, subleases, subtenancies, liens and encumbrances. If County fails to so remove any personal property and/or removable trade fixtures, then, at RCID's election, County shall be



deemed to have intentionally left the same at the Site for the benefit of RCID and not “abandoned” the same and title thereto shall automatically vest in RCID. Notwithstanding the automatic vestiture provided for herein, County shall promptly after RCID’s request execute and deliver to RCID such deed or bill of sale or other written evidence as RCID may reasonably request. In addition, County shall assign and deliver to RCID all documents, plans, specifications and warranties for the Structures, personal property and trade fixtures prepared by County, or prepared or received from any contractor, engineer, architect, suppliers, agents or others. The provisions of this Section 6 shall survive the expiration of the Term or sooner termination of this Lease.

7. RELOCATION OF SITE. RCID, at RCID's expense, may relocate the Structures from the Site to a new location (the "**New Site**"), provided the New Site will not substantially adversely affect operations. In the event of such a relocation of the Structures, all terms of this Lease shall apply to the Site until the Structures are relocated and rendered completely operable, at which time the parties shall execute an amendment to this Lease, substituting the legal description of the New Site (which RCID shall provide at its expense). All terms of this Lease shall, thereupon, automatically apply only to the New Site and no longer to the Site and the term “Site” shall thereafter refer to the New Site.

8. ACCESS.

(a) General. RCID agrees that County shall, subject to force majeure, have reasonable access to the Site at all times, which definition of "reasonable access" shall include, but not be limited to, reasonable access to Hartzog Road.

(b) License Area. In furtherance of clause (a) above, RCID hereby grants to County, a non-exclusive license (coterminous with the Term) over and across the area indicated on Exhibit “A” (the “**License Area**”), solely for ingress and egress to the Site and only for the purposes permitted in this Lease. County shall, as soon as practicable, but in no event more than fifteen (15) days after receipt of notice from RCID, repair any damage caused by County (and/or any other person/entity using any portion of the License Area with its consent and/or at its direction) to the License Area and any property and/or improvements located thereon and restore/replace the same to the condition that existed prior to such damage. Additionally, County shall, as soon as practicable, but in no event more than five (5) days after discovering (or being made aware of) that: (i) the License Area is damaged; or (ii) the License Area requires maintenance, notify RCID of the damage and/or required maintenance. RCID, at RCID's expense, may relocate the License Area, provided the relocated License Area will not substantially adversely affect operations. All applicable terms of this Lease shall, thereupon, automatically apply only to the relocated License Area and no longer to the then existing License Area (except for those obligations that are expressly provided to survive the expiration of the Term or sooner termination of this Lease) and the term “License Area” shall thereafter refer to the relocated License Area. In further consideration of the license to utilize the License Area as granted above, County agrees that County shall not unreasonably interfere with the use of the License Area by any other person or entity.

(c) Access to New Site. Notwithstanding the foregoing, in the event the Site is relocated to the New Site, RCID shall only be responsible for providing reasonable access to the New Site, subject to force majeure.

9. GOVERNMENTAL APPROVALS. It shall be the responsibility of RCID and

County to each apply for and obtain all governmental approvals necessary for its intended use of the Site and the Structures. In addition, RCID and County shall each comply with all local, state, and federal laws and regulations in connection with their use of the Site and the Structures.

10. **BREACH**. If either party: (i) breaches any provision in this Lease and fails to cure any such breach within fifteen (15) days after written notice thereof; or (ii) if cure is not reasonably possible within said fifteen (15) day period, fails to commence remedial action within such period and/or thereafter fails to proceed diligently to complete curing same, in addition to any other right or remedy available to the non-breaching party at law or in equity, the non-breaching party shall have the right, but not the obligation, at its option, to cure any such breach and the breaching party agrees to promptly reimburse the non-breaching party for the reasonable cost thereof within thirty (30) days after demand (and such obligation shall survive the expiration of the Term or sooner termination of this Lease). Each party shall be responsible for the acts and omissions of its licensees, sublessees, or permittees as if such acts and omissions were the acts and omissions of the party.

11. **INDEMNIFICATION**. To the extent allowed by Florida law, including, but not limited to, Chapter 768, Florida Statutes, County and RCID agree to defend, indemnify and hold each other, and their respective boards and board members, supervisors, officers, directors, agents, employees, Representatives (defined below), successors and permitted assigns, harmless from and against all claims, actions, losses, suits, judgements, fines, liabilities, damages, demands, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or resulting from (or alleged to have arisen out of or resulted from) the alleged or actual negligent acts or omissions and/or willful misconduct of or on the part of the indemnifying party, its officers, or employees acting within the scope of their employment under or with respect to this Lease. Nothing contained herein shall constitute a waiver by either party of their sovereign immunity or of the provisions of Chapter 768, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions, and/or negligence of the other party. The provisions of this Section 11 shall survive the expiration of the term of this Agreement or sooner termination of this Lease.

12. **EXERCISE OF EMINENT DOMAIN**. If, at any time during the Term, the whole or any substantial part of the Site is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation of eminent domain or by agreement between RCID and those authorized to exercise such right, the rights and interest of RCID and County under this Lease and their respective rights and interest in and to the entire award, or the aggregate or any separate awards to RCID and County, shall be as follows:

(a) **Termination**. At the option of RCID or County, RCID or County may terminate and cancel this Lease, effective the date of the taking of the Site.

(b) **Award**. County shall receive the entire amount of the award attributable to the loss of the Structures and RCID shall receive the balance of the award.

13. **INSURANCE**.

(a) **Insurance**. County and RCID shall each maintain (or cause to be maintained) by their respective representatives (including, but not limited to contractors, subcontractors, vendors, consultants and other third-parties entering and/or performing work on the Site and/or the

Structures, collectively, “**Representatives**”) throughout the Term of this Lease (and/or for any period of time during or after as expressly set forth herein), the following minimum types and amounts of insurance inclusive of any amount provided by primary, umbrella or excess policies:

Commercial General Liability –issued on an ISO form CG 00 01 or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence, which coverage, under this subsection, shall include, without limitation, coverage for premises/operations, broad form contractual, property damage and personal injury, product/completed operations, independent contractors, contractual liability (liability assumed under insureds contracts), and separation of insureds language. The General Aggregate limit either shall apply separately to this Lease or shall be at least twice the required occurrence limit. The Commercial General Liability coverage required hereunder shall not include any exclusion or restriction pertaining to electromagnetic fields, or any other claims relating to the inherent dangers associated with the operation of the Tower.

Required Endorsements:

Additional Insured- CG 20 10 04 13 and CG 20 37 04 13 or its equivalent

Waiver of Subrogation- CG 24 04 05 09 or its equivalent

Note: If blanket endorsements are being submitted, please include the entire endorsement. The policy number to which the endorsement applies shall be indicated directly on the endorsement.

Business Automobile Liability - coverage issued for all owned; non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent, with limits of not less than \$500,000 combined single limit. Additionally, in the event that Representatives of each of County and/or RCID do not own automobiles, the County and/or RCID, as applicable, shall cause their said Representatives to maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers’ Compensation –coverage issued for employees of Representatives of each of County and/or RCID with statutory workers’ compensation limits, and no less than \$1,000,000 for Employers’ Liability. Said coverage shall include a waiver of subrogation in favor of RCID and County. County will not accept elective exemptions. Any Representative using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

Waiver of Subrogation- WC 00 03 13 or its equivalent

Pollution Liability - coverage issued with a limit of not less than \$1,000,000 per occurrence and in the annual aggregate. Any Pollution Liability policy written on a “claims made” basis must have a retroactive date that precedes the Effective Date of this Lease. The Pollution Liability insurance coverage required hereunder shall not include any exclusion or restriction pertaining to pollution from electromagnetic fields, or any other claims relating to pollution associated with the operation of the Tower.

Builders’ Risk - If County and/or RCID (1) construct (or cause the construction of) new above-ground structure(s) on the Site, (2) make (or cause the making of) any

addition, improvement, alteration, or repair to an existing structure or structures, and/or (3) install (or cause to the installation of) machinery or equipment on the Site, County and RCID (as applicable) shall (or shall cause its Representatives) to maintain builders' risk insurance providing coverage to equally protect the interests of County, RCID, and Representatives. Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the project plus any subsequent modifications of that sum.

The coverage shall be written on an "all-risk" basis and shall, at a minimum cover the perils insured under the ISO CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises, which shall become part of the project. The policy shall not contain a wind or flood sub-limit less than 25% of the estimated completed value of the project. Any flat deductible(s) shall not exceed \$25,000, and any wind percentage deductible (when applicable) shall not exceed five-percent (5%). The coverage shall not be subject to automatic termination of coverage in the event the Structures are occupied in whole or in part, or put to their intended use, or partially accepted by the County and/or RCID.

Professional Liability- If the construction method is "design-build" County and/or RCID (as applicable) agree to cause its Representatives to maintain Professional Liability on a per-project basis.

Additional Policies –

(i) Any insurance policy or policies required by any applicable laws (federal, state, and local); and

(ii) Any other insurance policy or policies that a reasonably prudent property owner and/or developer would require, given the development/property use.

(b) Policy Requirements.

(i) All such insurance in this Section 13 shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to County and/or RCID (as applicable).

(ii) All insurance shall be primary and non-contributory with regard to any other insurance available to County and/or RCID.

(iii) All insurance shall be written by companies authorized to issue insurance in the State of Florida with a BEST Guide rating of A VIII or better.

(iv) All insurance shall be name RCID, the County, and their respective boards, officers, directors, agents, employees, Representatives, agents, successors and assigns as additional insured and contain a waiver of subrogation in favor of the same. (The additional insured hereunder does not apply to Workers' Compensation).

(v) Any insurance policies required herein shall remain in place for a period of five (5) years following the term or sooner termination of this Lease.

(vi) Certificates of Insurance evidencing the insurance required herein shall be provided to County and RCID within five (5) business days after request. Certified copies

of policies shall be provided promptly upon reasonable request during the Term of this Lease. Failure to request proof of insurance or to identify any deficiency in coverage or compliance with this Section 13 shall not relieve the other party (or its Representatives) of its obligations under this Lease.

(c) Self-Insurance Rights. County and RCID shall each maintain throughout the Term of this Lease (and for any period of time thereafter as expressly set forth herein) self-insurance or commercial insurance programs sufficient to enable payment of any losses, damages or claims which are their responsibility under this Lease. Notwithstanding anything to the contrary contained in this Section 13, and without waiving their rights to sovereign immunity as provided in Section 768.28, Florida Statutes, the parties acknowledge and agree to maintain commercial insurance as required by this Section 13, or to be self-insured for: (i) General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes; and (ii) Workers' Compensation & Employers' Liability in accordance with Chapter 440, Florida Statutes. Upon reasonable request by one party, the other party shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits, which County and RCID agree to find acceptable for the coverage mentioned in this Section 13. Failure by either party to request proof of insurance from the other party, or to identify any deficiency in coverage or compliance with the foregoing requirements shall not relieve the other party of its liability and obligations under this Lease.

14. LOCATION OF THE EQUIPMENT. Each party's equipment shall be located as the same exists on the Effective Date. RCID and County shall have the right to reasonably relocate their equipment upon obtaining the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed provided that said relocation does not materially adversely affect the other party's (or its licensees', sublessees', or permittees') use of the Site or the Structures. The party requesting the relocation shall bear the cost and expense of said relocation. Notwithstanding the foregoing, each party shall, within one hundred eighty (180) days after the Effective Date, decommission and remove any equipment within the Site belonging to it or its respective licensees, sublessees, or permittees which is not in service on the Effective Date. Any request by either party regarding the Structures (including, but not limited to, supporting equipment thereto, i.e.: antennas, cabling, associated server and racks, etc.) shall include (at that party's sole cost and expense), without limitation, as applicable, a list of equipment, a wind loading study, a tower analysis, an interference study, and such other information as is requested by the other party.

15. SUBORDINATION. This Lease is and shall always be subject to the lien of any mortgages which are now or shall at any future time be placed upon the Site, and County agrees to execute any instrument deemed necessary by RCID to further effect the subordination of this Lease to any such mortgage and County shall additionally execute estoppel certificates; provided that if this Lease is in good standing and no event of default by County shall have occurred, then, this Lease will not be disturbed as to County's possession of the Site and/or the Structures in the event of default and foreclosure, and upon any foreclosure, the Site and/or the Structures shall be sold subject to this Lease. At the request of any successor to the title or interest of RCID, County shall attorn to such successor if such successor recognizes County's rights under this Lease. This Section 15 shall be self-operative and shall not require the execution of any further documentation by County to effectuate the foregoing subordination or attornment.

16. EXTENSION OF UTILITIES. RCID shall reasonably cooperate with County in

extending all necessary utilities to the Site, including, but not limited to, providing any non-exclusive easements necessary to obtain such utilities, which easements shall be provided at no cost to County. If any utility must be extended to the Site, County shall pay all costs associated with such extension. County shall pay all monthly utility costs associated with the operation and maintenance of the Site and the Structures. County shall permit RCID and its licensees, sublessees, or permittees to interconnect with utilities procured by County. County agrees that RCID shall not be responsible in any manner for providing any services and/or utilities to, or with respect to, the Site and/or the Structures. In furtherance and not in limitation of the foregoing, County will maintain, repair, replace and operate electrical capacity for an 18 KVA, 240 VAC, single phase unit (or at such other capacity as reasonably required by County or RCID, but in no event less than an 18 KVA, 240 VAC, single phase unit). Uninterrupted Power Supply ("UPS") is provided by RCID. Notwithstanding the foregoing, RCID will provide connectivity between County's radio system within the Building and RCID's radio system within the Building. County and RCID have installed and will continue to maintain their individual UPS interface to the radio system.

17. LIENS AND ENCUMBRANCES PROHIBITED. County shall have no authority to encumber the real or personal property of RCID (including, without limitation, the License Area, the Site and/or the Structures), nor shall any mechanic's liens be imposed on the real or personal property of RCID (including, without limitation, the License Area, the Site and/or the Structures) by any party performing work, labor or services or supplying labor or materials to the Site and/or the Structures on behalf of County. All persons are put on notice hereby that County does not have the authority to take any action which may result in a mechanic's lien being imposed on the real or personal property of RCID (including, without limitation, the License Area, the Site and/or the Structures). RCID's interest in the real and personal property of RCID (including, without limitation, the License Area, the Site and/or the Structures) shall not be subjected to liens, encumbrances or charges of any nature by reason of County's construction, installation, improvement, alteration, repair, restoration, replacement or reconstruction of any improvements and/or furniture, furnishings, trade fixtures, trade equipment, cabling and/or other personal property on the Site and/or the Structures or by reason of any other act or omission of County (or of any person claiming by, through or under County) and County shall have no power, right or authority to subject RCID's interest in the real or personal property of RCID (including, without limitation, the License Area, the Site and/or the Structures) to any lien, encumbrance or charge and County shall not create or permit to be created any lien, encumbrance or charge against the real or personal property of RCID (including, without limitation, the License Area, the Site and/or the Structures). All persons dealing with County are hereby placed on notice that such persons shall not look to RCID or to RCID's credit or assets (including, without limitation, RCID's interest in the real or personal property of RCID (including, without limitation, the License Area, the Site and/or the Structures)) for payment or satisfaction of any obligations incurred in connection with the construction, installation, improvement, alteration, repair, restoration, replacement, use or reconstruction thereof and County expressly agrees to advise all persons and entities performing any work on the Site and/or the Structures of this provision. If any such lien, encumbrance or charge is filed against all or any part of the real or personal property of RCID (including, without limitation, the License Area, the Site and/or the Structures), County shall cause the same to be discharged by payment, satisfaction, insurance or posting of a bond, letter of credit or other form of security satisfactory to RCID within thirty (30) days after the date filed. If County fails to cause any such lien, encumbrance or charge to be discharged within the permitted time, or bonded or insured over within the permitted time, then RCID may cause it to be discharged and may make

any payment which RCID, in RCID's sole and absolute judgment, considers necessary, desirable or proper in order to do so upon not less than ten (10) days' advance written notice to County of its intent to do so. If RCID makes any such payment, all amounts paid by RCID shall bear interest at the Applicable Rate (as defined below) from the date of payment by RCID and shall be payable by County to RCID upon demand. Prior to commencement of any work on the Site and/or the Structures for which a Notice of Commencement is required pursuant to Chapter 713, Florida Statutes (or its successor), County shall record such a notice in the Public Records of Orange County, identifying County as the party for whom such work is being performed, summarizing and memorializing the terms of this Section 17, and requiring the service of copies of all notices, liens or claims of lien upon RCID; and County shall simultaneously therewith transmit a copy of said notice to RCID. In addition to the foregoing, RCID shall have the right (but not the obligation) to record a notice in the Public Records of Orange County in accordance with Section 713.10, Florida Statutes (or its successor). The "**Applicable Rate**" is a per annum interest rate equal to the greater of (1) the rate per annum equal to two (2) percentage points above the rate of interest then most recently publicly announced by The Bank of New York Mellon, or its successor, as its "prime rate" or "base rate", as the case may be, and (2) six percent (6%) per annum, but in no event greater than allowable pursuant to applicable laws.

18. **FEES, TAXES AND ASSESSMENTS.** County shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, this Lease.

19. **ASSIGNMENT AND DELEGATION.** RCID shall have the right to assign its rights or obligations under this Lease to any other governmental entity, The Walt Disney Company and/or any of its subsidiary, related or affiliated companies. County may not assign or transfer its rights or obligations under this Lease to others without the consent of RCID, which consent RCID may withhold in its sole and absolute discretion. RCID shall notify County at least thirty (30) days before the effective date of any assignment.

20. **NOTICES.** Any notices and other communications provided for or permitted in this Lease shall be in writing and delivered by registered mail, return receipt requested, or by a national overnight receipted delivery service (e.g., Federal Express). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; (ii) the third business day after any registered or certified notice was deposited in a sealed envelope in the United States mail, postage prepaid; (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service; or (iv) the first attempted delivery date of any notice hereunder (regardless of whether the recipient of said notice accepted same). All notices and requests for approval or consent shall be addressed as hereinbelow set forth, or to such other address and/or persons as RCID or County shall hereafter give notice as required in this Section 20 to the other:

If to County to:	Orange County, Florida Attn: Manager, Real Estate Management Division 400 East South Street, 5 <sup>th</sup> Floor Orlando, FL 32801
with a copy to:	Orange County, Florida Attn: County Attorney's Office 201 South Rosalind Avenue, 3 <sup>rd</sup> Floor Orlando, FL 32801-1393

Information Systems and Services  
400 E. South Street, 4<sup>th</sup> Floor  
Orlando, FL 32801

If to RCID, to: Reedy Creek Improvement District  
Attention: John H. Classe, JR., District Administrator  
1900 Hotel Plaza Boulevard  
Lake Buena Vista, FL 32830

With copies to: Reedy Creek Improvement District  
Attention: Manager, Planning & Engineering  
1900 Hotel Plaza Boulevard  
Lake Buena Vista, FL 32830

Milgrim Law Group  
Attention: Edward Milgrim, Esq.  
3216 Corrine Drive  
Orlando, FL 32803

21. BINDING EFFECT. This Lease shall be binding upon and shall inure to the benefit of County and RCID. Neither this Lease nor a memorandum thereof shall be recorded in the public records of Orange County, Florida. Notwithstanding the foregoing, the prohibition of recording a memorandum of lease shall not apply to any recording related to Section 713.10, Florida Statutes (or its successor) as set forth in Section 17 above.

22. MODIFICATION. This Lease shall not be altered, changed or amended except by an instrument in writing executed by both parties.

23. ENTIRE AGREEMENT. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements (other than the Interlocal). There are no representations or understandings of any kind except those set forth herein. The terms of the Interlocal are incorporated herein. In the event of any inconsistency between the Interlocal and this Lease, the terms of the Interlocal shall govern and control. In furtherance and not in limitation of the foregoing, RCID and County acknowledge and agree that the Radio Tower Lease Agreement, dated June 16, 1992 (as amended) is of no further force and/or effect.

24. NO WARRANTY. RCID has made no representations, statements, warranties or agreements to County in connection with this Lease except those specified herein. County: (a) constructed the Structures currently located on the Site, (b) has been occupying the Site and utilizing the Structures, and (c) takes and accepts the Site and the Structures as being suited for the use intended by County, "AS-IS, WHERE-IS, WITH ALL FAULTS" in its present condition, without any representation or warranty (expressed or implied) by RCID other than those expressly set forth herein, and subject to: (i) all easements, restrictions, conditions, reservations, limitations and other matters of record; (ii) all taxes and assessments by governmental authorities for the current calendar year and subsequent years; (iii) all applicable zoning ordinances and building codes; (iv) all encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the Site; and (v) all of the terms, covenants and conditions set forth herein without any representation or warranty by RCID as to the suitability of the Site and/or the Structures.



25. APPLICABLE LAW. This Lease shall be construed and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.

26. WAIVER OF JURY TRIAL; JURISDICTION. ANY LEGAL PROCEEDING OF ANY NATURE BROUGHT BY EITHER PARTY AGAINST THE OTHER TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS LEASE, OR ARISING OUT OF ANY MATTER PERTAINING TO THIS LEASE, SHALL BE EXCLUSIVELY SUBMITTED FOR TRIAL WITHOUT JURY BEFORE THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA; OR IF THE CIRCUIT COURT DOES NOT HAVE JURISDICTION, THEN EXCLUSIVELY BEFORE THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA (ORLANDO DIVISION); OR IF NEITHER OF SUCH COURTS SHALL HAVE JURISDICTION, THEN EXCLUSIVELY 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 REGARDING ANY SUCH ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.

27. SEVERABILITY. If any clause or provision of this Lease is deemed to be illegal, invalid or unenforceable under applicable present or future laws, the remainder of this Lease shall not be affected. In lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable.

28. NO IMPLIED WAIVER; RIGHTS AND REMEDIES. No course of dealing between the parties and no forbearance by either party to insist upon performance of any provision of this Lease, or in exercising any right or remedy conferred by this Lease now or hereafter existing at law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such provision, other provision set forth herein, or right or remedy. Any waivers of any rights or remedies must be in writing. The rights and remedies of the parties provided for under this Lease are in addition to any other rights and remedies provided by law or in equity, but no party shall be liable for consequential, speculative or punitive damages.

29. ATTORNEYS' FEES AND COSTS. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees and expenses in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. Without limiting the generality of the foregoing, the term "expenses" shall include expert witness fees, bonds, filing fees, administrative fees, transcription fees, depositions or proceedings, costs of discovery and travel costs.

30. COUNTERPARTS. This Lease may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be

one and the same instrument. The delivery of an executed counterpart of a signature page to this Lease by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Lease.

31. NO THIRD-PARTY BENEFICIARIES. Nothing in this Lease is intended or shall be deemed to confer any rights or benefits upon any entity or person (other than a permitted assignee) other than the parties hereto or to make any entity or person a third-party beneficiary of this Lease.

32. NO PUBLIC RIGHTS CREATED. Nothing in this Lease 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be duly executed and delivered effective on the Effective Date.

**ORANGE COUNTY**, a charter county and political subdivision of the State of Florida

By: its Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings, County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

Print name: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_  
(Signature)

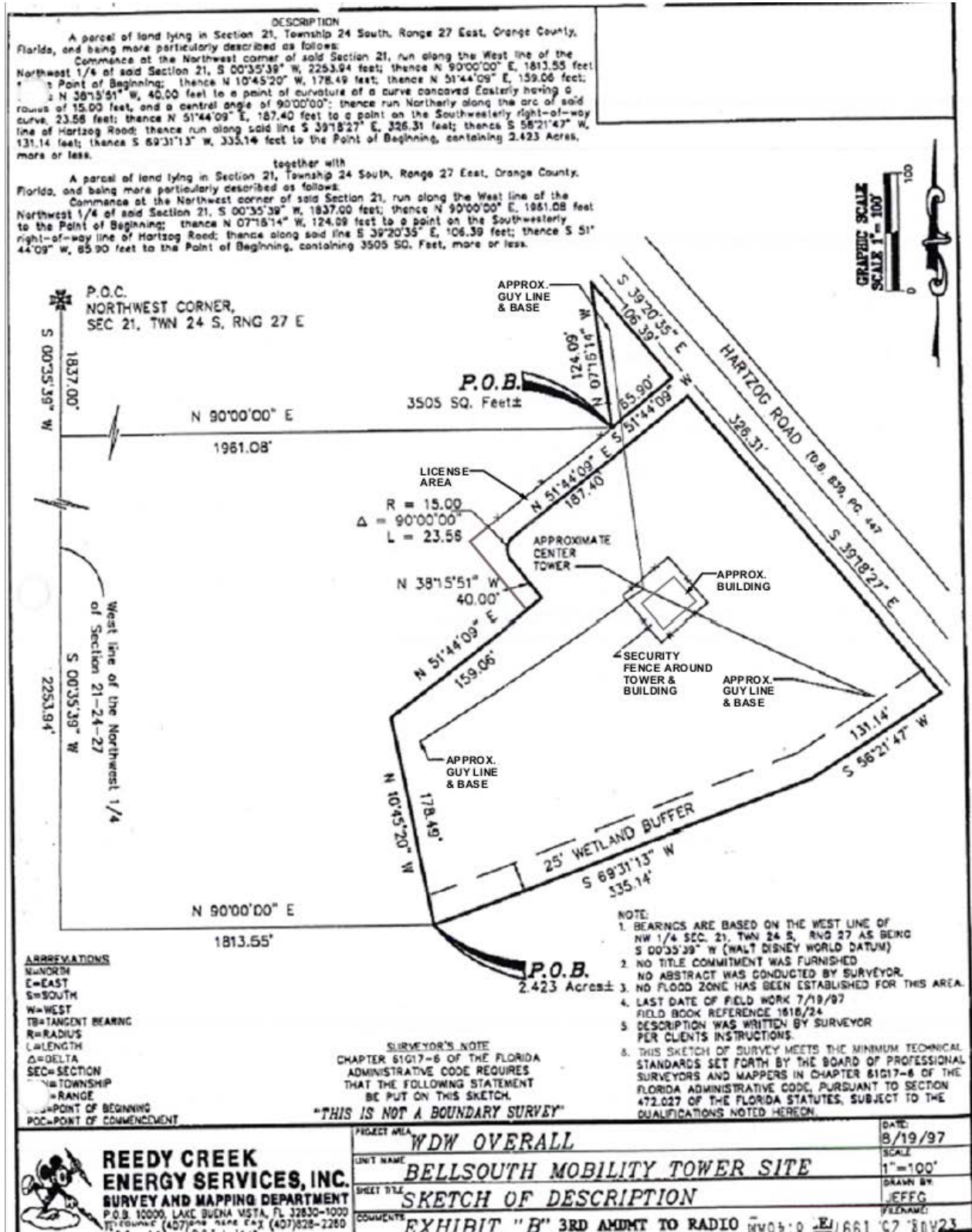
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
John H. Classe, Jr., District Administrator

## EXHIBIT "A" SITE/TOWER/BUILDING/GUY LINES AND BASES/LICENSE AREA



# EXHIBIT L

**AMENDMENT TO RIGHT OF ENTRY AGREEMENT**

**THIS AMENDMENT TO RIGHT OF ENTRY AGREEMENT** (this "**Amendment**") is made and entered into as of the date of last execution below (the "**Effective Date**"), by and between **WALT DISNEY PARKS AND RESORTS U.S., INC.** ("**WDPR**"), a Florida corporation, whose mailing address is Post Office Box 10000, Lake Buena Vista, Florida 32830, and **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida ("**RCID**"), whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170. WDPR and RCID may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Parties entered into that certain Right Of Entry Agreement (the "**Agreement**"), made effective as of October 15, 2015; and

**WHEREAS**, the Parties wish to amend the Agreement as set forth herein.

**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; Capitalized Terms.** The above recitations are true and correct and form a material part of this Amendment. Any capitalized term used and not otherwise defined in this Amendment shall have the same meaning as set forth in the Agreement.

**2. Authorization To Enter Property.** The following shall be added after the last sentence of Section 2 of the Agreement:

“Except in the case of an emergency, RCID and/or its employees, agents, representatives, consulting engineers, contractors and subcontractors shall provide WDPR with reasonable prior notice (taking into consideration, among other things, the location and use of the portion of the Property being entered) before entering the Property to perform such construction, operation and/or maintenance. As to the construction (as opposed to the repair, maintenance and/or replacement of existing Utilities), the same shall be subject to the written approval of WDPR, which shall not be unreasonably withheld, conditioned and/or delayed (it being agreed that, in determining whether to grant its approval, it shall be reasonable for WDPR to take into account, among other things, the type, location (including, without limitation, whether the Utilities are located above or below ground level, it being understood that it is reasonable for WDPR to require Utilities to be underground to the extent feasible) and size of the Utilities and the current and future uses of the affected and adjacent portions of the Property). Further, RCID shall keep WDPR reasonably informed of any and all construction, operation and/or maintenance regarding the Utilities on the Property.”

**3. Term.** The rights granted to RCID under this Right of Entry Agreement shall no longer apply to any portion of the Property sold by WDPR to an unaffiliated third party.

**4. Ratification; Conflicts.** The Agreement, as amended by this Amendment, is ratified and shall continue to be in full force and effect and shall continue to be binding upon and enforceable against the Parties hereto. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall control and supersede those of the Agreement.

**5. COUNTERPARTS.** This Amendment may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The delivery of an executed counterpart of a signature page to this Amendment by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

(signatures appear on following page)

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment as of the Effective Date.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

As to WDPR

**WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: February \_\_\_\_, 2023

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

As to RCID

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: February \_\_\_\_, 2023

# EXHIBIT M



**GROUND LEASE AGREEMENT**

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

as Landlord

and

**WALT DISNEY PARKS AND RESORTS, U.S., INC.**, a  
Florida corporation,

as Tenant

## GROUND LEASE AGREEMENT

**THIS GROUND LEASE AGREEMENT ("Lease")** is made and entered into as of June 17, 2020 (the "**Effective Date**") by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose address is 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830 ("**Landlord**" or "**RCID**") and **WALT DISNEY PARKS AND RESORTS, U.S., INC.**, a Florida corporation, whose address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830 ("**Tenant**").

### WITNESSETH:

**WHEREAS**, Landlord is the fee simple title holder of that certain parcel of land located in Orange County, Florida, which is more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference and having Orange County Tax Parcel No. 26-24-27-0000-00-011 (the "**Leased Premises**");

**WHEREAS**, Tenant owns a building constructed by Tenant upon the Leased Premises and operates a kennel and animal care facility in such building (the "**Building**"); and

**WHEREAS**, Landlord desires to lease the Leased Premises to Tenant and Tenant desires to lease the Leased Premises from Landlord, subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

**1. Demise.**

In consideration of the agreements, terms, covenants, conditions, requirements, provisions and restrictions to be kept, observed, performed, satisfied and complied with by Tenant, for the Rent (as defined below) herein provided, and upon the terms and conditions herein stated, Landlord hereby leases and demises unto Tenant, and Tenant hereby accepts from Landlord, as of the Effective Date, the Leased Premises, without any representation or warranty by Landlord, as suited for the Permitted Use (as defined below) intended by Tenant. In no event shall this Lease and demise be deemed to include any area or any property, appurtenance, right, title or interest by implication except as otherwise expressly described herein.

**2. Term.**

The term of this Lease ("**Term**") shall be for an approximately twenty (20) year period to commence on the Effective Date and shall expire at midnight on June 30, 2040 ("**Expiration Date**"), subject to extension as set forth below (unless sooner terminated as hereinafter provided).

If no event of default of Tenant under this Lease shall have occurred, or if an event of default has occurred during the Term and the same has been cured or is in the process of being cured prior to Tenant exercising its option to extend the Term, Tenant shall have the option (each, an "**Extension Option**") to extend the Term for two (2) additional periods of twenty (20) years each (each an "**Extended Term**") by delivering written notice to Landlord not less than one hundred eighty (180) days prior to the Expiration Date (as the same may have been extended). If Tenant exercises an Extension Option, all terms and conditions of this Lease shall remain in full force and effect, except that, after having exercised the second Extension Option, Tenant shall have no further right to extend the Term.

Tenant shall have the right to terminate this Lease at any time upon no less than thirty (30) days' written notice to Landlord. Such termination shall be at no cost or expense to Tenant. In such an event the prorated portion of the Rent prepaid for remaining calendar year in which the termination date occurs shall be refunded to Tenant within thirty (30) days after the date Tenant vacates the Leased Premises in accordance with Section 13.1. Tenant shall remain responsible to pay all final reconciliations, Taxes and Assessments, and utility charges allocable to the period of time that Tenant was in possession of the Leased Premises, which obligations shall survive termination.

**3. Use.**

Tenant may use the Leased Premises and the Building constructed by Tenant thereon for the operation of a kennel facility and care of other animals and uses ancillary thereto, and for no other purpose whatsoever ("**Permitted Use**"). Tenant shall not commit or suffer any use, occupancy, act, omission, or condition to exist on, under or adjacent to the Leased Premises which violates any Laws (defined below) or which may constitute a nuisance, public or private, or which may be deemed by Landlord, in its sole but commercially reasonable judgment, or by any Law, to be unlawful or hazardous. The term "**Laws**" shall mean any and all existing or future federal, state, county, municipal, local and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements, and directives and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing ("**Law**" shall be the singular reference to Laws).

**4. Rent.**

Tenant shall pay to Landlord, at the address set forth in Article 17 or at such other address as Landlord shall designate by notice to Tenant, as rental for Tenant's use of the Leased Premises during the Term, the sum of Ten Thousand Dollars (\$10,000), plus applicable state sales or use tax thereon ("**Rent**"), such Rent to be paid, without deduction, counterclaim, setoff, notice or demand, on or before the first day of each Lease Year (defined below) during the Term. Landlord and Tenant acknowledge and agree that the Rent to be paid pursuant to this Lease is a fair rate, given the location and limited potential uses of the Leased Premises (by Tenant and others), Tenant's construction of the Building at Tenant's cost and expense and Tenant's obligation to maintain the Building and the Leased Premises at Tenant's cost and expense (in accordance with Article 7 below).

**5. Utilities; Taxes and Assessments.**

**5.1. Utilities.**

Tenant shall pay or cause to be paid when due, all charges for all utility services furnished to the Leased Premises and the Building or used by Tenant including, but not limited to, electricity, gas, fuel, heat, water, sewer, telephone, and sanitary services.

**5.2. Taxes and Assessments.**

5.2.1. Throughout the Term, Tenant shall pay as and when they shall become due, the full amount of all Taxes and Assessments (defined below) attributable to the Leased Premises and the Building (and/or or the use and occupancy thereof) for each calendar year during the Term, directly to the governmental authority imposing the same, together with the applicable Florida

sales tax thereon. If the Leased Premises is not separately assessed and is part of a tax lot that includes other property, Landlord may (but shall not be obligated to) apply for a separate assessment of the Leased Premises so that such Taxes and Assessments can be separated out and billed by the respective governmental authorities directly to Tenant. Unless and until a separate assessment is obtained for the Leased Premises, Taxes and Assessments attributable to the Leased Premises and the Building (and/or or the use and occupancy thereof) shall be equitably computed by Landlord and Tenant shall pay all such Taxes and Assessments, together with the applicable Florida sales tax thereon, to Landlord within thirty (30) days after Tenant's receipt of a statement from Landlord therefor showing calculation of Tenant's proportionate share and including a copy of the tax bill. In no event shall Tenant be responsible for the personal property taxes of any person or entity other than Tenant or its affiliates (it being acknowledged by the parties, however, that under present Laws, Tenant is responsible for filing and paying its personal property taxes directly to the appropriate governmental authority and that in such event any such equitable allocation would not include personal property taxes with respect to Tenant's personalty). If a separate assessment for the Leased Premises and the Building is issued and Tenant is billed directly by the governmental authority, then Tenant shall pay same directly to the governmental authority before any due date therefor; provided that, upon direction from Landlord, Tenant shall pay same to Landlord not less than thirty (30) days after receipt of the bill and Landlord will thereupon remit same to the governmental authority. In any event, Landlord will bill to Tenant and Tenant, within thirty (30) days after receipt of the bill from Landlord, shall pay to Landlord the applicable Florida sales tax on said Taxes and Assessments, and Landlord will remit same to the governmental authority upon receipt from Tenant.

5.2.2. Taxes and Assessments for the calendar years during the first and last Lease Years of the Term shall be prorated so that Tenant pays only that portion of the Taxes and Assessments for such calendar years allocable to periods of time during the Term.

5.2.3. “**Taxes and Assessments**” shall mean any and all of the following levied, assessed or imposed upon, against or with respect to this Lease, the Leased Premises, the Building and/or the use and occupancy thereof (as applicable) at any time during or in respect of the Term: (a) real property taxes; (b) personal property taxes; (c) ad valorem taxes; (d) assessments and charges of any governmental authority (including, without limitation, Reedy Creek Improvement District); (e) excise and permit fees; (f) sanitary taxes and charges; (g) sewer and water taxes and charges; (h) any other impositions of any governmental authority, whether special or general, ordinary or extraordinary, foreseen or unforeseen; (i) charges, encumbrances, levies, assessments or taxes of any nature whatsoever, along with any tax or other charge levied, assessed or imposed in lieu of or in addition to the foregoing or under or by virtue of any present or future Laws; and/or (j) legal fees and other expenses incurred by Landlord in contesting the validity of, seeking a reduction in, or seeking to prevent an increase in any of the foregoing; *provided, however*, that Taxes and Assessments shall not include any profit, income, revenue, gross receipts or similar tax upon the income of Landlord or any franchise, corporate, estate, partnership, inheritance or succession tax on Landlord that is not identified above, except to the extent that any of same are in lieu of or substitution for any of the Taxes or Assessments.

## **6. Insurance.**

### **6.1. Property Insurance.**

At all times during the Term, Tenant shall maintain in full force and effect, at its sole cost and expense, fire and extended coverage on the Building including, but not limited to,

vandalism, malicious mischief, sprinkler leakage, and other endorsements as Landlord may from time to time request or require, with replacement cost coverage limits of not less than the full replacement cost thereof as a result of a single occurrence.

**6.2. Comprehensive General Liability Insurance.**

Tenant shall maintain comprehensive general liability insurance in such amounts as reasonably requested or required by Landlord. Additionally, Tenant shall permit Landlord to review, on a periodic basis, and shall advise and consult with Landlord as to the scope, terms, and amount of the coverage required to be maintained pursuant to this Section 6.2, and shall acquire supplemental liability coverage against additional risks as may be reasonably requested or required by Landlord.

**6.3. Workers' Compensation Insurance.**

Tenant shall maintain workers' compensation insurance in such amounts as required by Florida law and as reasonably requested or required by Landlord, including employer's liability insurance, covering all employees and personnel of Tenant and contractors hired by Tenant to use or work on the Leased Premises.

**6.4. Other Insurance.**

Tenant shall maintain any other insurance in such amounts as reasonably requested or required by Landlord.

**6.5. Insurance Requirements.**

Each insurance policy obtained by Tenant hereunder: (i) shall be issued by a an insurance company authorized and licensed to do business in the State of Florida; (ii) shall be issued by an insurer having a Best Rating of not less than B+VII and reasonably acceptable to Landlord; (iii) shall name Landlord as an additional insured party; (iv) if available at commercially reasonable rates, shall provide that the policy cannot be canceled or materially changed (in terms of coverage) as to the other party except after the insurer gives such other party thirty (30) days written notice of cancellation; and (v) shall contain a provision to the effect that the policy shall not be invalidated and shall remain in full force and effect, if any insured waives in writing prior to a loss, any or all rights of recovery against any party for loss occurring to property covered by that policy, and a provision whereby the insurer itself waives any claims by way of subrogation against the other party. All insurance required hereunder shall be primary and non-contributory. Tenant hereby waives any and all rights of recovery, claim, action or cause of action against Landlord or its Board of Supervisors, agents, officers and employees, for any loss or damage that may occur to the Leased Premises and any property, whether real, personal or mixed, located therein or thereon, by reason of fire, the elements, or any other cause normally insured against under the terms of standard all-risk fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the parties hereto, their respective agents and employees.

**6.6. Self- Insurance.**

Notwithstanding anything in this Article 6 to the contrary, if and for so long as Tenant and/or its direct or indirect parent company is The Walt Disney Company (NYSE: DIS) or otherwise shall have: (i) a minimum net worth of Five Hundred Million Dollars (\$500,000,000);

and (ii) adopted a general practice of self-insurance against some or all of the risks described herein (which shall be maintained throughout the Term), Tenant (or Tenant's affiliate) may self-insure for such risks in lieu of maintaining the insurance coverage required in this Article 6, provided that Landlord receives the full benefit of such self-insurance to the same extent as if the insurance required had been obtained in this Article 6 (including, but not limited to, additional insured, primary and non-contributory, defense and waiver of subrogation rights as required by this Lease). Tenant's election to self-insure pursuant to the terms of this Article 6 shall in no way limit or diminish Tenant's liability, under the provisions of this Lease including, without limitation, any indemnification obligations and Landlord's interests are protected, and proceeds are paid. Tenant shall pay any amounts due in lieu of insurance proceeds which would have been payable if the insurance policies had been carried, which amounts shall be treated as insurance proceeds for all purposes under this Lease.

**7. Maintenance And Repairs.**

Tenant shall, at its sole cost and expense, keep and maintain in reasonably good condition the Leased Premises (including, among other things, maintaining all electrical, plumbing, heating and air conditioning systems servicing the Leased Premises), ordinary wear and tear excepted. Tenant further covenants and agrees that it shall, at its sole cost and expense, keep and maintain the Building and any and all personal property and any attached equipment or device of any kind to the Leased Premises to be installed on the Leased Premises and/or in the Building for the exclusive use by Tenant, in good condition and repair, ordinary wear and tear excepted.

**8. Environmental Compliance.**

**8.1. No Storage or Disposal.**

Except as may be done in compliance with applicable Laws, Tenant shall not install, store, use, treat, transport or dispose (or knowingly permit or acquiesce in the installation, storage, use, treatment, transportation or disposal by Tenant, its agents, employees or independent contractors) of any hazardous or toxic materials, pollutants, waste or other hazardous or toxic substances as defined by any Laws or any substances which may or could pose a hazard, including, but not limited to, any of the following (a) asbestos in any form; (b) urea formaldehyde foam insulation; (c) transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or (d) any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the Occupants of the Leased Premises or the Building; and which is either (i) present in amounts in excess of that permitted or deemed safe under any Laws or (ii) handled, stored or otherwise used in any manner which is prohibited or deemed unsafe under any Laws (collectively, "**Hazardous Materials**") on the Leased Premises or the Building.

**8.2. Clean-up Laws.**

Tenant shall, at Tenant's own expense, comply with any presently existing or hereafter enacted environmental Laws affecting Tenant's operation of the Leased Premises and/or the Building and any Laws requiring the removal and disposal of any Hazardous Materials, and

any real or personal property contaminated thereby in the event of a spill or discharge (collectively, "**Clean-up Laws**") and make all submissions to, provide all information to, and comply with all requirements of all appropriate governmental authorities ("**Authorities**") under the Clean-up Laws. Should any Authorities require that any assessment, mitigation, clean-up or other report, plan or investigation be prepared, and/or that any action be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of, spilled or discharged on the Leased Premises and/or the Building during the Term, Tenant shall, at Tenant's own expense, prepare and submit the required information to Landlord for submission to the applicable Authorities, together with any financial assurances Landlord or any Authorities may require relating to Tenant's obligations under such Clean-up Laws, and carry out all actions mandated by any of the Authorities or Landlord to remedy any and all of the foregoing. At no expense to Landlord, Tenant shall promptly provide all information requested by Landlord for preparation of affidavits or other documentation required by Landlord to determine the applicability of the Clean-up Laws to the Leased Premises and shall sign any such affidavits promptly when requested to do so by Landlord.

### **8.3. Environmental Notices.**

Tenant shall promptly supply Landlord with copies of any notices, correspondence and submissions made by Tenant to appropriate governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, the Florida Department of Environmental Protection, or any other local, state or federal authority that requires submission of any information concerning environmental matters or hazardous waste or substances.

### **8.4. Indemnity.**

In addition to the indemnity contained in Section 10.1 hereof, Tenant shall indemnify, defend and hold harmless Landlord and its Board of Supervisors, agents, employees, officers, subsidiaries and assigns, from all fines, suits, procedures, claims, clean-up or removal costs and all actions of any kind arising out of, or in any way connected with, the installation, storage, use, treatment, transportation, disposal, spillage or discharge of Hazardous Materials on the Leased Premises or the Building, by Tenant, its agents, employees or independent contractors during the Term; and from all fines, suits, procedures, claims, clean-up and removal costs, and all actions of any kind arising out of, or in any way connected with, the installation, storage, use, treatment, transporting, disposal, spillage or discharge of Hazardous Materials in the Leased Premises or the Building, by Tenant, its agents, employees, or independent contractors during the Term; and from Tenant's failure to provide all information, make all submissions and take all steps required under any Clean-up or any other environmental Laws. Tenant's obligations and liabilities under this Article 8 shall continue so long as Landlord remains responsible for Hazardous Materials on the Leased Premises and/or the Building that were installed, stored, used, treated, transported, disposed of, spilled or discharged during the Term by Tenant, its agents, employees or independent contractors. Tenant's liability and the indemnity under this Section 8.4 shall survive the expiration or sooner termination of this Lease.

## **9. Default And Remedies.**

### **9.1. Tenant's Default.**

The following events shall be deemed "events of default" hereunder by Tenant and shall constitute a breach of this Lease:

9.1.1. if Tenant shall fail to pay when due any Rent or other payment of money to be made by Tenant hereunder and shall not cure such failure within five (5) days after Landlord gives Tenant written notice thereof (provided, however, that Tenant shall be entitled to notice and opportunity to cure on account of any failure of the type described in this Section 9.1.1. (i) only one (1) time during any twelve (12) calendar month period, and any subsequent failure of the type described in this Section 9.1.1. (i) during such twelve (12) calendar month period shall constitute an event of default without the giving by Landlord of any notice or opportunity to cure whatsoever);

9.1.2. if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Lease (other than the payment of Rent or any other payment to be made by Tenant), and shall not cure such failure within fifteen (15) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within fifteen (15) days, if Tenant shall not commence to cure such failure within such fifteen (15) day period and continuously prosecute the performance of same to completion with due diligence; or

9.1.3. if Tenant becomes insolvent as defined in the Florida Uniform Commercial Code or makes an assignment for the benefit of creditors; or if any action is brought by Tenant seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if Tenant commences a voluntary proceeding under the Federal Bankruptcy Code; or if any reorganization or arrangement proceeding is instituted by Tenant for the settlement, adjustment, composition or extension of any of its debts upon any terms; or if any action or petition is otherwise brought by Tenant seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or if any action is brought against Tenant seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by Tenant or is not dismissed within thirty (30) days after the date upon which it was instituted; or if any proceeding under the Federal Bankruptcy Code is instituted against Tenant and (i) an order for relief is entered in such proceeding or (ii) such proceeding is consented to or acquiesced in by Tenant or is not dismissed within thirty (30) days after the date upon which it was instituted; or if any reorganization or arrangement proceeding is instituted against Tenant for the settlement, readjustment, composition or extension of any of its debts upon any terms, and such proceeding is consented to or acquiesced in by Tenant or is not dismissed within thirty (30) days after the date upon which it was instituted; or if any action or petition is otherwise brought against Tenant seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by Tenant or is not dismissed within thirty (30) days after the date upon which it was brought.

## **9.2. Landlord's Remedies.**

Upon the occurrence of any event of default, and so long as Tenant has not exercised its right to terminate this Lease as provided in Section 2 above, Landlord may pursue any one or more of the following remedies, separately or concurrently or in any combination, without any notice (except as specifically provided below) or demand whatsoever and without prejudice to any other remedy which it may have for possession of the Leased Premises and the Building or for arrearages in Rent or other amounts payable by Tenant:

9.2.1. Landlord may terminate this Lease by giving Tenant written notice of



termination, in which event Tenant shall immediately quit and vacate the Leased Premises and deliver and surrender possession of the Leased Premises to Landlord in accordance with the provisions of Section 13.1 hereof, and this Lease shall be terminated at the time designated by Landlord in its notice of termination to Tenant;

9.2.2. with or without terminating this Lease, Landlord may enter upon and take possession of the Leased Premises and the Building and expel or remove Tenant and from the Leased Premises and the Building, by force if necessary, without being liable for prosecution or any claim for damages;

9.2.3. Landlord may declare all Rent and other sums due or to become due under this Lease to be immediately due and payable; or

9.2.4. If Tenant fails to pay any Rent or to make any other payment or to take any other action when and as required under this Lease, Landlord may, without demand and without waiving or releasing Tenant from any duty, obligation or liability under this Lease, pay any such Rent, make any such other payment or take any such other action required of Tenant. The actions which Landlord may take shall include, but are not limited to, the performance of maintenance or repairs and the making of replacements to the Leased Premises and/or the Building, the payment of any insurance premiums which Tenant is required to pay under this Lease, and the payment of Taxes and Assessments which Tenant is required to pay under this Lease. Landlord may pay all incidental costs and expenses incurred in exercising its rights hereunder including, without limitation, reasonable attorneys' fees and expenses, penalties, re-instatement fees, late charges, and interest. All amounts paid by Landlord pursuant to this Article 9, and all costs and expenses incurred by Landlord in exercising Landlord's rights under this Article 9, including without limitation, reasonable attorneys' fees to effect such cure, shall bear interest at an interest rate equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by Truist Bank,; or (ii) the maximum rate of interest then allowable pursuant to Florida law from the date due until paid ("**Default Rate**"), and shall be payable by Tenant to Landlord upon demand.

### **9.3. No Preclusion of Remedies.**

Landlord's pursuit of any one or more of the remedies stated in Section 9.2 shall not preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided for or allowed by Law or in equity, separately or concurrently or in any combination. Landlord's pursuit of any one or more of the remedies provided in this Lease shall not constitute an election of remedies excluding the election of another remedy or other remedies, or a forfeiture or waiver of any Rent or other amounts payable under this Lease by Tenant or of any damages or other sums accruing to Landlord by reason of Tenant's failure to fully and completely keep, observe, perform, satisfy and comply with all of the agreements, terms, covenants, conditions, requirements, provisions and restrictions of this Lease. No action taken by or on behalf of Landlord shall be construed to be an acceptance of a surrender of this Lease. Landlord's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any event of default or of any remedy. 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. No failure of Landlord to pursue or exercise any of Landlord's powers, rights or remedies or to insist upon strict and exact compliance by Tenant with any agreement, term, covenant, condition, requirement, provision or restriction of this Lease, and no custom or practice at variance with the terms of this Lease, shall constitute a waiver

by Landlord of the right to demand strict and exact compliance with terms and conditions of this Lease. No termination of this Lease shall affect Landlord's right to collect Rent for the period prior to termination.

**9.4. Right of Injunctive Relief.**

Notwithstanding anything contained herein to the contrary, in the event of a breach or threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for.

**9.5. Waivers by Tenant.**

Tenant expressly waives, to the extent that it legally may do so:

9.5.1. The benefit of all Laws, now or hereafter in force, exempting any goods on the Leased Premises or elsewhere from distraint, levy or sale in any legal proceedings taken by Landlord to enforce any rights under this Lease.

9.5.2. The benefit of all Laws now or hereafter existing regarding any limitation as to the goods upon which, or the time within which, distress is to be made after the removal of goods; and Tenant further relieves Landlord of the obligation of proving or identifying such goods, it being the purpose and intent of this provision that all goods of Tenant, whether upon the Leased Premises or not, shall be liable to distress for Rent.

9.5.3. The right to issue a writ of replevin for the recovery of any goods seized under a distress for Rent or levy upon an execution for Rent, damages or otherwise.

9.5.4. The right to delay execution on any property that may be levied upon to collect any amount which may become due under the terms and conditions of this Lease and any right to have the same appraised. Tenant authorizes the Clerk of the Court, Orange County, Florida, to enter a writ of execution or other process upon Tenant's voluntary waiver and further agrees that said property may be sold on a writ of execution or other process.

9.5.5. The right to redeem the Leased Premises after the Expiration Date, or after any warrant to dispossess, or after judgment in ejectment or summary proceedings, or after re-entry upon the Leased Premises by Landlord to re-acquire possession of the Leased Premises by summary proceedings.

**10. Indemnity/Release.**

**10.1. Indemnity.**

Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable to Tenant, or any of its affiliates, and/or its or their respective agents, employees, independent contractors or invitees, for any damage or loss to persons or property in any way related to Tenant's use and occupancy of the Leased Premises and/or the Building which may exist or subsequently occur on the Leased Premises and/or the Building, and Tenant, with respect to itself and its agents, employees, independent contractors and invitees, hereby expressly assumes all risks and damage to persons and property, either proximate or remote, by reason of the present or future condition of the Leased Premises and/or the Building. Tenant shall and hereby does indemnify and hold

Landlord and its Board of Supervisors, agents, employees, officers, contractors and any successor and assign of each (collectively, "**Indemnitees**") harmless from and against all suits, claims, demands, actions of every kind, liabilities and expenses (including reasonable attorneys' fees and litigation costs), whether valid or not, by reason of any breach, violation, or nonperformance of any term or condition on the part of the Tenant hereunder. Additionally, Tenant agrees to indemnify and hold the Indemnitees harmless from and against all suits, claims, demands, actions of every kind, damages, liabilities, and expenses (including reasonable attorneys' fees and litigation costs) asserted against any or all of the Indemnitees, for any injuries to person or damage to property when and to the extent that any such damage or injury may be caused, either proximate or remote, wholly or in part, by any act or omission, whether negligent or not, of Tenant or any of its agents, employees, independent contractors, or invitees.

## **10.2. Release.**

Without limiting the foregoing indemnity, the Indemnitees shall not be liable for, and Tenant hereby releases the Indemnitees from all claims for loss of life, personal injury or damage to property or business sustained by Tenant or any person claiming by, through or under Tenant resulting from any fire, accident, occurrence or condition in or upon the Leased Premises and/or the Building.

## **11. No Liens/Landlord's Lien.**

### **11.1. No Liens.**

The Leased Premises and the Building and Landlord's interest therein shall not be subjected to liens of any nature including, but not limited to, mechanics' and materialmen's liens created or caused to be imposed by reason of any act or omission of Tenant (or of any person claiming by, through or under Tenant). All persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including, without limitation, Landlord's interest in the Leased Premises and/or the Building) for payment or satisfaction of any obligations incurred by Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Leased Premises and/or the Building to any mechanic's or materialman's lien or claim of lien. Tenant shall not create or permit to be created any lien, encumbrance or charge against the Leased Premises and/or the Building. If any lien, encumbrance or charge is filed against all or any part of the Leased Premises and/or the Building, Tenant shall cause the same to be discharged by payment, satisfaction or posting of bond within thirty (30) days after the date filed. If Tenant fails to cause any who lien, encumbrance or charge to be discharged within the permitted time, Landlord may cause it to be discharged and may make any payment which Landlord, in Landlord's sole judgment, considers necessary, desirable or proper in order to do so. The liens, encumbrances and charges covered by this Section 11.1 shall include, without limitation, liens for federal taxes, state taxes and assessments, county taxes and assessments, local taxes and assessments, fee mortgages, security interests and liens filed by mechanics, laborers, materialmen, architects, surveyors, attorneys or engineers for work, labor, services or materials performed, rendered, supplied or furnished (or alleged to have been performed, rendered, supplied or furnished) with respect to the Leased Premises and the Building.

### **11.2. Landlord's Lien.**

Landlord shall have at all times during the Term, a valid lien for all Rent and other sums of money becoming due hereunder from Tenant, if any, upon all goods, wares, merchandise, inventory, and other personal property and effects of Tenant situated in or upon the Leased

Premises and the Building, and such property shall not be removed therefrom without the approval and consent of Landlord until all arrearages in Rent as well as any and all other sums of money then due to Landlord hereunder, if any, shall first have been paid and discharged in full. Upon the occurrence of any event of default by Tenant, Landlord may, in addition to any other remedies provided herein or by any Laws, enter upon the Leased Premises and the Building and take possession of any and all goods, wares, merchandise, inventory and other personal property and effects of Tenant situated in or upon the Leased Premises and/or the Building without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, at which Landlord or its assigns may purchase, and apply the proceeds thereof, less any and all expenses connected with the taking of possession and sale of the property, as a credit against any sums due by Tenant and Tenant agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by Law for foreclosure of security interests or in any other manner and form provided by any Laws. The statutory lien for rent, if any, is not hereby waived and the express contractual lien herein granted is in addition thereto and supplementary thereto.

## **12. Condemnation/Destruction Of Leased Premises.**

### **12.1. Condemnation**

12.1.1. In the event that, during the Term, the Leased Premises or a portion thereof shall be subject to a Taking (defined below) by the action of any public authority having such power other than Landlord and Tenant has not exercised its right to terminate this Lease as provided in Section 2 above, then Landlord may, in its sole and absolute discretion (but shall not be obligated to), restore the remaining portion of the Leased Premises to a condition that will allow Tenant to occupy the Building in a commercially reasonable fashion for the Permitted Use and such Taking shall not in any way affect the obligations or covenants of the Tenant herein contained, and the Tenant hereby waives (except as expressly hereafter provided) all claims for damages because of such Taking and the restoration of the Leased Premises. Landlord shall notify Tenant, within ninety (90) days after Landlord receives notice of the Taking, as to whether or not Landlord intends to restore the Leased Premises as aforesaid. If Landlord elects not to restore the Leased Premises, Tenant may elect (by notice to Landlord within sixty (60) days after receipt of Landlord's aforesaid notice), to restore the Leased Premises at Tenant's sole cost and expense and subject to Landlord's reasonable approval of such restorations. If Tenant fails to timely deliver such notice, this Lease shall terminate (without the need for further notice) on the Taking Date (defined below). If the Taking shall render the Leased Premises and/or the Building, or a portion of either thereof, untenable for the Permitted Use (in a commercially reasonable fashion), then all Rent and other charges payable by Tenant shall be proportionately abated during the period of the restoration.

12.1.2. In the event that, during the Term, the Building or a portion thereof shall be subject to a Taking by the action of any public authority having such power other than Landlord, and Tenant has not exercised its right to terminate this Lease as provided in Section 2 above, then Tenant may, in its sole and absolute discretion (but shall not be obligated to), restore the remaining portion of the Building to a complete, independent and self-contained architectural unit subject to the approval of Landlord (not to be unreasonably withheld, conditioned or delayed) and such Taking shall not in any way affect the obligations or covenants of the Tenant herein contained, and the Tenant hereby waives (except as expressly hereafter provided) all claims for damages because of such Taking and the restoration of the Building. Tenant shall notify Landlord, within ninety (90) days after Tenant receives notice of the Taking from Landlord, as to whether or not Landlord

intends to restore the Building as aforesaid. If Tenant fails to timely deliver such notice, this Lease shall terminate (without the need for further notice) on the Taking Date. Tenant may also terminate this Lease if the reasonably estimated time for Landlord to restore the Leased Premises exceeds one hundred eighty (180) days, provided that Tenant shall notify Landlord within ninety (90) days after Tenant receives notice of the Taking from Landlord.

12.1.3. **“Taking”** shall mean condemnation or exercise of the power of eminent domain by any public authority vested with such power, or any taking in any other manner for public use, including a purchase, in lieu of condemnation, by a public authority vested with the power of eminent domain. **“Taking Date”** shall mean, as to any Taking shall mean the earlier of the date upon which title to the Premises or portion thereof taken is vested in the condemning authority, or the date upon which possession of the Premises or portion thereof is taken by the condemning authority.

12.1.4. In the event of a Taking during the Term, Landlord shall be entitled to receive all of the proceeds of any total or partial taking of the Leased Premises by eminent domain or condemnation, including any part of such award as may be attributable to the value of any unexpired Term, or the value of any items installed by Tenant on the Leased Premises (but not the Building) or other rights of the Tenant in the Leased Premises, except as expressly provided in Section 12.1.2. Tenant hereby assigns and transfers to Landlord all Tenant's right, title and interest of Tenant in and to any compensation awarded or payment made for any leasehold damage and/or diminution in the value of Tenant's leasehold estate.

12.1.5. In the event of a Taking during the Term, Tenant shall be entitled to recover from the condemning authority, but not from Landlord (unless Landlord is the condemning authority), such amounts as may be separately awarded to Tenant for the Building, removal expenses, business dislocation damages and moving expenses under the laws of the State of Florida, provided no such claim of Tenant shall diminish or adversely affect Landlord's award as described in Section 12.1.1.

## **12.2. Destruction of Leased Premises.**

(i) If the Leased Premises shall be damaged by fire, the elements or other casualty, but are not thereby rendered untenable in whole or in part in the reasonable judgment of Landlord, and Tenant has not exercised its right to terminate this Lease as provided in Section 2 above the Rent payable herein shall not be abated. If Tenant has not exercised its right to terminate this Lease as provided in Section 2 above Landlord shall, at Landlord's expense, make all necessary repairs or alterations to restore that portion of the Leased Premises damaged or destroyed to as near to its former condition as the circumstances will permit, provided, however, that Landlord shall in no event be required to spend for such repairs and alterations, any sums in excess of the amount of the insurance proceeds received by Landlord which is attributable to the part of the Leased Premises damaged or destroyed, less the cost of collecting such compensation or payment; and provided further that Landlord shall have no obligation to repair or restore any other items made or installed by Tenant. If, as a result of any such casualty, the Leased Premises and/or the Building shall be rendered untenable for the Permitted Use (in a commercially reasonable fashion) in the reasonable judgment of Landlord, only in part, Landlord shall, at Landlord's expense to the extent of available insurance proceeds, cause such damage to be repaired, and the Rent payable herein shall be abated equitably as to the portion of the Leased Premises and/or the Building rendered untenable. If the Leased Premises and/or the Building shall be rendered wholly untenable for the Permitted Use (in a commercially reasonable fashion) in the reasonable judgment of

Landlord, by reason of any such casualty, Landlord shall, at Landlord's expense, to the extent Landlord receives adequate insurance proceeds; cause such damage to be repaired, and the Rent payable hereunder shall be abated. Notwithstanding the foregoing, if the damage resulting from any such casualty shall reasonably require in excess of one hundred twenty (120) days to repair, or there remains less than two (2) years in the Term (including any remaining Extended Term) or Landlord otherwise elects, in its reasonable judgment not to repair such damage, Landlord shall provide written notice of such election to Tenant within sixty (60) days after the date of such casualty, and in such event this Lease, and the tenancy hereby created, shall cease and terminate as of the date of such casualty and the Rent shall be adjusted as of such date; provided, however, that Tenant may elect (by notice to Landlord within sixty (60) days after receipt of Landlord's aforesaid notice), to restore the Leased Premises at Tenant's sole cost and expense and subject to Landlord's reasonable approval of such restorations, in which event this Lease shall continue in full force and effect notwithstanding Landlord's termination notice.

12.2.1. Tenant covenants that it will give immediate notice to Landlord of any accident or damage occurring in, on, or about the Leased Premises, whether or not such accident or damage is caused by any such casualty, no later than twenty four (24) hours from the time of discovery of said accident or damage.

12.2.2. Anything contained herein to the contrary notwithstanding, if the proceeds of Landlord's insurance (recovered or recoverable), if any, as a result of any damage to the Leased Premises by any such casualty (exclusive of rent insurance) shall be insufficient to pay fully for the cost of repair of the Leased Premises, or if the Leased Premises shall be damaged by any such casualty which is not covered by Landlord's insurance, Landlord shall have the right to terminate this Lease by giving written notice of such termination to Tenant within thirty (30) days after the date of such casualty or, in the alternative, Landlord shall make repairs to the extent of the available insurance proceeds. Upon the giving of such notice of termination to Tenant, the Term shall expire by lapse of time upon the thirtieth (30th) day after such notice is given, and Tenant shall vacate the Leased Premises and surrender the same to Landlord. Notwithstanding the foregoing, Tenant may elect (by notice to Landlord within sixty (60) days after receipt of Landlord's aforesaid notice), to restore the Leased Premises at Tenant's sole cost and expense and subject to Landlord's reasonable approval of such restorations, in which event this Lease shall continue in full force and effect notwithstanding Landlord's termination notice.

### **12.3. Destruction of the Building.**

If the Building shall be damaged by fire, the elements or other casualty, and Tenant has not exercised its right to terminate this Lease as provided in Section 2 above, the Rent payable herein shall not be abated. If Tenant has not exercised its right to terminate this Lease as provided in Section 2 above Tenant shall, at Tenant's expense, make all necessary repairs or alterations to restore that portion of the Building damaged or destroyed to as near to its former condition as the circumstances will permit, provided, however, that Tenant shall in no event be required to spend for such repairs and alterations, any sums in excess of the amount of the insurance proceeds received by Tenant (or which Tenant would have received if it had not elected to self-insure) which is attributable to the part of the Building damaged or destroyed, less the cost of collecting such compensation or payment; and provided further that Tenant shall have no obligation to repair or restore any other items made or installed by Landlord. Notwithstanding the foregoing, if the damage resulting from any such casualty shall reasonably require in excess of one hundred twenty (120) days to repair, or there remains less than two (2) months in the Term or Tenant otherwise elects, in its reasonable judgment, not to repair such damage, Tenant shall provide written notice

of such election to Landlord within fifteen (15) days after the date of such casualty, and in such event this Lease, and the tenancy hereby created, shall cease and terminate as of the date of such casualty and the Rent shall be prorated as of such date.

12.3.1. Tenant covenants that it will give immediate notice to Landlord of any accident or damage occurring in, on, or about the Building, whether or not such accident or damage is caused by any such casualty, no later than twenty four (24) hours from the time of discovery of said accident or damage.

### **13. End of Term; Holdover.**

#### **13.1. Condition of Leased Premises on Expiration of Term.**

Tenant shall, on or before the last day of the Term or upon the sooner termination of the Term, peaceably and quietly surrender and deliver to Landlord the Leased Premises in the same or better condition as existed on the execution date hereof, in a good, safe condition (reasonable wear and tear excepted), in full compliance with all Laws and each provision of this Lease, and free and clear of all liens and encumbrances.

#### **13.2. Building and Improvements.**

Upon the expiration or sooner termination of this Lease, title to the Building and any improvements shall, thereupon and without further act of either party, vest in Landlord free and clear of all liens or encumbrances, and Tenant shall promptly thereafter execute and deliver to Landlord such deed or bill of sale or other written evidence as Landlord may reasonably request. Such vestiture shall not constitute payment of Rent or a payment in lieu of any fees owed by Tenant to Landlord. In addition, Tenant shall assign and deliver to Landlord all warranties Tenant has received from its contractors, architects, engineers, suppliers, *etc.*, for such Building and improvements.

#### **13.3. Holding Over.**

In the event Tenant holds over or remains in possession of the Leased Premises after the expiration or sooner termination of the Term, in addition to any and all other rights or remedies available to Landlord, for the period Tenant remains in possession, Landlord shall have the right to treat such holding over as a tenancy at sufferance or a month-to-month tenancy and Tenant shall pay Landlord an amount equal to twice Tenant's most recent rental payment, together with all other expenses due and payable immediately prior to such expiration or sooner termination of the Term, together with any consequential damages suffered by Landlord by virtue of Tenant so holding over. During such holding over period, Tenant shall be obligated to perform all of its obligations under this Lease, except as provided in this Section 13.2.

#### **13.4. Indemnity.**

Notwithstanding anything contained herein to the contrary, if the Leased Premises and/or the Building are not timely so surrendered, Tenant shall pay to Landlord all expenses which Landlord may incur by reason thereof and, in addition to the indemnity contained in Article 10 hereof, Tenant shall indemnify and hold harmless Landlord from and against all claims made against Landlord by any tenant or tenants succeeding to the Leased Premises or any part thereof, founded upon delay by Landlord in delivering possession of the Leased Premises to such tenant or tenants or upon the improper or inadequate condition of the Leased Premises, to the extent that

such delay or improper or inadequate condition is occasioned by the failure of Tenant to perform its said surrender obligations and/or to timely surrender the Leased Premises. All property of Tenant or of any other person which shall remain in the Leased Premises and/or the Building after the expiration or sooner termination of this Lease shall be deemed to have been abandoned and may be retained by Landlord as its property or be disposed of without accountability in such manner as Landlord may deem fit and, if the cost of any disposition exceeds any proceeds from the sale of such property, such cost shall be paid by Tenant to Landlord upon demand.

**14. Consent Or Approval Of Landlord.**

**14.1. Consent Or Approval.**

Except where otherwise expressly stated in this Lease to the contrary, each and every term or provision of this Lease which requires or which refers to (as the case may be): (i) the approval or consent of Landlord; or (ii) the satisfaction, judgment, opinion or discretion of Landlord, shall mean that any such approval or consent, or any such satisfaction, judgment, opinion or discretion (as the case may be), shall be subject to the sole and absolute discretion of Landlord. In addition, no provision of this Lease which may require or permit Landlord to state reasons for denial of any submission or request shall be construed as a specific statement that any matter is subject to the reasonable approval, consent, satisfaction, judgment, opinion or discretion of Landlord.

**14.2. Withholding Consent or Approval.**

With respect to those terms or provisions of this Lease in which Landlord is obligated to use its reasonable discretion, judgment or approval, if Landlord unreasonably or arbitrarily withholds its consent, approval or acknowledgment of satisfaction or judgment in respect of any such matter, Landlord shall have no liability in connection with such withholding or delay, except that Landlord shall be deemed to have granted such consent or approval if a court or other body of competent jurisdiction finally determines (i.e., a final non-appealable order) that Landlord withheld same unreasonably.

**15. Assignment.**

Tenant may not assign, transfer or sublease this Lease or any interest herein (including, but not limited to, rights or duties of performance), nor shall the same be assignable by operation of Law, without the prior written consent of Landlord, except that Tenant shall be permitted to assign this Lease or sublease any of its interest therein to any entity that is controlled by Tenant or under common control with Tenant. "Control" means the ability to direct the business and affairs of an entity by either ownership interests or contractual rights.

**16. Right Of Access.**

**16.1. Right of Access.**

Landlord, and any of its authorized representatives, shall have the right, but not the obligation, to enter the Leased Premises and the Building at all reasonable times for the purpose of inspecting the Leased Premises and the Building or serving, posting or keeping posted therein notices required or permitted by Law or which Landlord may deem necessary or appropriate for the protection of Landlord or its interest, or of reading utility consumption meters, if applicable. Landlord also reserves the right, for itself and its authorized representatives, to enter the Leased



Premises at all reasonable times to make such repairs, additions and/or alterations as it may deem necessary for the safety, improvement or preservation thereof or of the Leased Premises.

**17. Notices.**

All notices and approvals required or permitted under this Lease 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 mail, return receipt requested, or by a national overnight receipted delivery service which provides signed acknowledgments of receipt (including Federal Express, UPS, Emery, Purolator, DHL, Airborne and other similar courier delivery services). Such notices shall be deemed served, given and delivered on the earlier of the following: (i) the date of actual receipt; or (ii) the third business day after any registered or certified notice was deposited in a sealed envelope in the United States mail, postage prepaid; or (iii) the next business day after any notice was delivered (on a business day) to a receipted overnight delivery service; or (iv) the first attempted delivery date of any notice hereunder (regardless of whether the recipient of said notice accepted same). All notices shall be addressed as hereinbelow set forth, or to such other addresses as Landlord or Tenant shall hereafter give notice to the other in writing:

If to Landlord:            Reedy Creek Improvement District  
   1900 Hotel Plaza Blvd.  
   Lake Buena Vista, Florida 32830-0170  
   Attention: District Administrator

If to Tenant:                Walt Disney Parks And Resorts, U.S., Inc.  
   P.O. Box 10000  
   1375 Buena Vista Drive  
   Lake Buena Vista, Florida 32830  
   Attention: Chief Counsel

**18. Partnership Disclaimer.**

The parties hereby acknowledge that it is not their intention to create between themselves a partnership, joint venture or fiduciary, agency or employment relationship for the purposes of this Lease, or for any other purpose whatsoever. Accordingly, and notwithstanding any expressions or provisions contained herein or in any other document, nothing in this Lease or in any documents executed or delivered or to be executed or delivered shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture or fiduciary, agency or employment relationship of any kind or nature whatsoever between the parties hereto.

**19. No Merger.**

There shall be no merger of this Lease or the leasehold estate created hereby with the fee simple estate in the Leased Premises or any part thereof, by reason of the fact that the same person or entity may acquire, own or hold, directly or indirectly, this Lease or the leasehold estate created hereby or any interest in this Lease or such leasehold estate, and the fee simple estate in the Leased Premises or any interest in such fee simple estate; and this Lease shall not be terminated except as expressly provided herein.

**20. Force Majeure.**

If the performance by either party hereto of its respective non-monetary obligations under

this Lease is delayed or prevented in whole or in part by acts of God, fire, floods, stones, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any Law or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. Notwithstanding the foregoing, the provisions of this Article 20 shall not excuse Tenant from the prompt payment of Rent or any other payments required by the terms of this Lease.

**21. Risk Of Loss Of Property And Risk Of Injury.**

Landlord shall not at any time be liable for any loss of or damage to Tenant's Building or any other property of Tenant or others in or upon the Leased Premises or any adjoining sidewalks, streets, roads or ways, it being understood and agreed that Tenant shall obtain its own property insurance coverage at its sole cost and expense. Landlord shall not be liable to anyone for personal damage or injury in or upon the Leased Premises or any adjoining sidewalks, streets, roads or ways.

**22. Radon Gas Notification.**

In accordance with the requirements of Florida Statute Section 404.056(8) the following notice is hereby given:

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

**23. Exculpation.**

Landlord and Tenant agree that in the event of any default or damage caused by Landlord, Tenant shall look solely to the value of Landlord's equity interest in the Leased Premises for satisfaction of any such default or damage, and Tenant hereby waives any other right Tenant may have to proceed against Landlord for such default or damage.

**24. Binding Effect.**

All provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of Landlord and Tenant to the same extent as if each such successor and assign were named as a party hereto. All provisions of this Lease which from their sense and context are intended to survive the expiration or sooner termination of this Lease shall survive such expiration or sooner termination and continue to be binding upon the applicable party, whether or not so expressed.

**25. Severability.**

If any clause or provision of this Lease is illegal, invalid or unenforceable under applicable present or future Laws effective during the Term, the remainder of this Lease shall not be affected. In lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there

shall be added as a part of this Lease a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable. Notwithstanding the foregoing, in the event any clause or provision of this Lease is illegal, invalid or unenforceable as aforesaid and the effect of such illegality, invalidity or unenforceability is that Landlord no longer has the substantial benefit of its bargain under this Lease, then, in such event, Landlord may in its discretion, cancel and terminate this Lease upon providing at least thirty (30) days advance notice thereof to Tenant.

**26. Governing Law.**

This Lease shall be governed by, construed under, interpreted and enforced in accordance with the laws of the State of Florida, including all rules relating to construction, enforcement and conflicts of laws.

**27. Jurisdiction.**

Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Lease, or arising out of any matter pertaining to this Lease, shall be submitted for trial, without jury, exclusively 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 exclusively before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then exclusively 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.

**28. Entire Agreement; Effect Of Submission.**

This Lease contains the entire agreement of Landlord and Tenant and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Lease shall be of any force or effect. This Lease may only be modified or amended by a written agreement executed by both parties with the same formalities and in the same manner as this Lease. All prior agreements or communications are and shall be merged into this Lease and shall have no force or effect. Neither any submission of this Lease by one party to the other, nor any correspondence or other communications between the parties in connection therewith, is intended or shall be deemed to constitute an option for the leasing of the Leased Premises, or an offer of any kind or to create any obligations between the parties unless and until one or more duplicates of this Lease have been fully executed and delivered between the parties. Accordingly, any such submission or communications or correspondence between the parties or their respective agents or attorneys is intended only as non-binding discussions, and either party shall have the absolute right to withdraw from such discussions without any liability whatsoever to the other party.

**29. Counterparts.**

This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page to this Lease by facsimile, e-mail or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Lease.

**30. Headings.**

The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision in this Lease.

**31. No Recordation.**

Tenant may not record this Lease, or any written memorandum of this Lease, in the public records of any jurisdiction and any attempted recordation hereof by Tenant shall be deemed null and void and shall, at Landlord's option, be deemed an event of default hereunder. Landlord may, at its sole option, elect to record this Lease or a written memorandum thereof.

**32. Construction Of Lease.**

This Lease has been fully reviewed and negotiated by the parties hereto and their respective counsel. Accordingly, in interpreting this Lease, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted.

**33. Attorney's 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 para-professionals) 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.

**34. Interest.**

All arrearages in the payment of any sums due and any other payment with interest due from Tenant under the provisions of this Lease, shall bear interest from the date due or date of payment by Landlord, as the case may be, until paid at a rate equal to the Default Rate. In the event for any reason whatsoever Tenant has failed or refused to remit to Landlord any sum owed by Tenant to Landlord under this Lease (including, without limitation, the monetary value of Tenant's failure or refusal to perform a non-monetary obligation), then in addition to and without limitation of any other remedy available to Landlord in such event, Landlord may setoff, deduct and retain any or all of such sum from any amount due to Tenant by Landlord.

**35. No Implied Waiver; Limitation of Liability.**

No course of dealing between the parties and no forbearance by a party to insist upon performance of any provision of this Lease, or in exercising any right or remedy conferred by this Lease now or hereafter existing at law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such provision, other provision set forth herein, or right or remedy. Any waiver of any rights or remedies must be in writing and signed by the party or parties to be bound. Nothing contained in this Lease shall be understood, construed, or interpreted to be a waiver of sovereign immunity to any extent, nor shall it be understood, construed, or interpreted as Landlord accepting or assuming liability beyond that allowed by Section 768.28, Florida Statutes. The foregoing provisions shall survive the expiration or sooner termination of this Agreement.

**36. Waiver of Jury Trial.**

THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE.

**37. No Public Rights Created.**

Nothing in this Lease 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.

**38. No Third-Party Beneficiaries.**

Nothing in this Lease is intended or shall be deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make or render any such other entity or person a third-party beneficiary of this Lease.

**IN WITNESS WHEREOF**, Landlord and Tenant have caused this Lease to be executed and sealed by their duly authorized officers, all effective as of the day and year first written above.

**Landlord:**

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

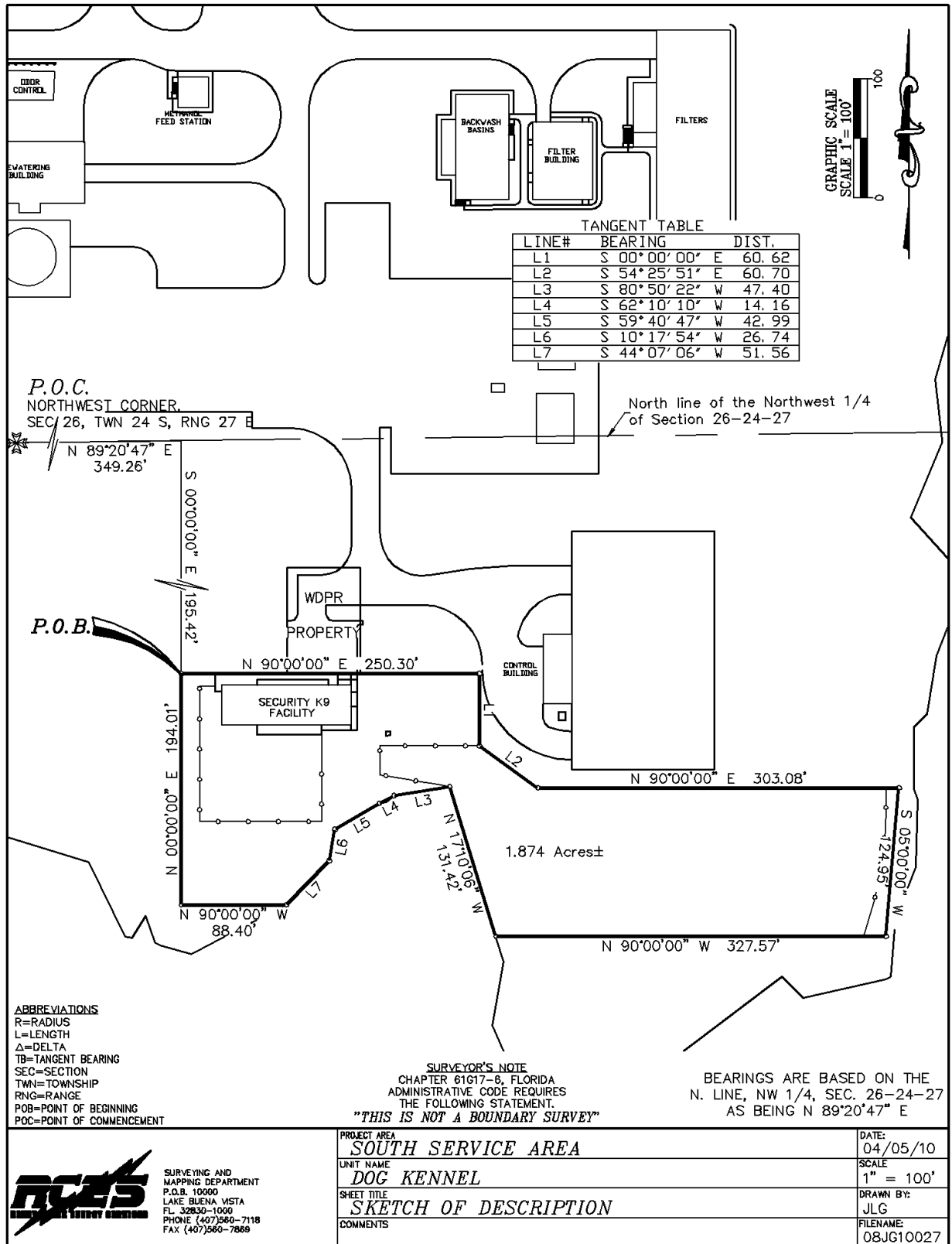
By: \_\_\_\_\_  
John H. Classe, Jr., District Administrator

**Tenant:**

**WALT DISNEY PARKS AND RESORTS U.S.,  
INC.**, a Florida corporation

By: \_\_\_\_\_  
John M. McGowan, Vice President

**Exhibit "A"**  
**Leased Premises**



## LEGAL DESCRIPTION

A parcel of land lying in Section 26, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 26, run along the North line of the Northwest 1/4 of said Section 26, N 89°20'47" E, 349.26 feet; thence S 00°00'00" E, 195.42 feet to the Point of Beginning, thence N 90°00'00" E, 250.30 feet; thence S 00°00'00" E, 60.62 feet; thence S 54°25'51" E, 60.70 feet; thence N 90°00'00" E, 303.08 feet; thence S 05°00'00" W, 124.95 feet; thence N 90°00'00" W, 327.57 feet; thence N 17°10'06" W, 131.42 feet; thence S 80°50'22" W, 47.40 feet; thence S 62°10'10" W, 14.16 feet; thence S 59°40'47" W, 42.99 feet; thence S 10°17'54" W, 26.74 feet; thence S 44°07'06" W, 51.56 feet; thence N 90°00'00" W, 88.40 feet; thence N 00°00'00" E, 194.01 feet to the Point of Beginning, containing 1.874 Acres, more or less.

# EXHIBIT N



# Financial Summary – World Drive North Phase 3 (Phase 1)

February 22, 2023

	BUDGET	Commitments		Change Order Allowance		TOTAL
		Executed	Pending	Available	Pending	
<b>Budget</b>	<b>\$ 110,000,000</b>					
<b>Hard Costs</b>		<b>\$ 2,100,000</b>	<b>\$ 74,253,965</b>	<b>\$ -</b>	<b>\$ 3,712,698</b>	<b>\$ 80,066,663</b>
Southland Construction			\$ 74,253,965		\$ 3,712,698	
<b>Soft Costs</b>		<b>\$ 3,600,424</b>	<b>\$ 7,263,957</b>	<b>\$ 186,382</b>	<b>\$ 565,233</b>	<b>\$ 11,615,997</b>
CONSOR Engineers			\$ 4,999,912		\$ 499,991	
RCID Utilities			\$ 1,611,623		\$ -	
TLP Engineering			\$ 652,422		\$ 65,242	
<b>TOTAL</b>	<b>\$ 110,000,000</b>	<b>\$ 5,700,424</b>	<b>\$ 81,517,922</b>	<b>\$ 186,382</b>	<b>\$ 4,277,932</b>	<b>\$ 91,682,660</b>

Percentage of Budget

83%



**EXHIBIT N**

**ReedyCreek**  
IMPROVEMENT DISTRICT

# EXHIBIT O

## ROADWAY EXPANSION LAND DEDICATION AND REIMBURSEMENT AGREEMENT

**THIS ROADWAY LAND DEDICATION AND REIMBURSEMENT AGREEMENT** (“**Agreement**”) is made and entered into and effective as of \_\_\_\_\_, 2023 (“**Effective Date**”), by and among the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is RCID Administration Building, 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida, 32830 (“**RCID**”), **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830 (“**WDPR**”), and **PALM HOSPITALITY COMPANY**, a California corporation authorized to do business in the State of Florida, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830 (“**Palm**”) (each of RCID, WDPR, and Palm being a “**Party**” and collectively the “**Parties**”).

### RECITALS

**WHEREAS**, WDPR is the fee owner of certain real property described on **Exhibit A** attached hereto (the “**WDPR Land**”), portions of which real property are presently used for (among other things) private roadways, landscape areas, driveways, drainage ponds, parking areas, and utility corridors, as well as a portion of an eighteen hole golf course known as Disney's Magnolia Golf Course (the “**Golf Course**”);

**WHEREAS**, Palm is an Affiliate (defined below) of WDPR and is the fee owner of certain real property described on **Exhibit B** attached hereto (the “**Palm Land**”), which real property currently serves as the main entrance area for the Shades of Green hotel and the Golf Course;

**WHEREAS**, RCID is the owner of that certain parcel of land, located in Orange County, Florida, having Orange County Parcel Id No. 272402000000028, and containing a portion of the public roadway known as World Drive (the land and improvements located thereon being referred to as the “**Phase 1 Expansion**”);

**WHEREAS**, RCID is also the owner of that certain parcel of land, located in Orange County, Florida, having Orange County Parcel Id No. 272414000000010, and containing another portion of the public roadway known as World Drive (the land and improvements located thereon being referred to as the “**Phase 2 Expansion**”);

**WHEREAS**, a portion of WDPR Land is located between the Phase 1 Expansion and the Phase 2 Expansion and contains the private roadway known as Floridian Way, which private roadway currently connects the portion of World Drive comprising the Phase 1 Expansion with the portion of World Drive comprising the Phase 2 Expansion;

**WHEREAS**, as contemplated by the "Reedy Creek Improvement District, City of Bay Lake and City of Lake Buena Vista, RCID Comprehensive Plan 2032" (the “**Comprehensive Plan**”), RCID intends to construct, on, over, under and through portions or all of the WDPR Land and Palm Land, a four (4) lane divided rural roadway and other improvements (including, without limitation, signage, utilities, drainage facilities, driveways, landscaping and irrigation equipment), to connect (with each other) the portions of the public roadway owned by RCID that comprise the Phase 1 Expansion and the Phase 2 Expansion, as described on those certain [INSERT DESCRIPTION OF PLANS PREPARED BY \_\_\_ AS PROJECT \_\_\_ LAST REVISED \_\_\_] [JOHN C. IS OBTAINING] (such plans and construction schedule associated therewith, coordinated among RCID, WDPR and Palm as provided below, as they are updated and modified by RCID from time to time, the “**Plans**”; and such improvements to be completed pursuant to the Plans being the “**Phase 3 Expansion**”);

**WHEREAS**, RCID and WDPR have entered into that certain Walt Disney World Chapter 163 Development Agreement, dated February 8, 2023, and recorded as Document No. 20230074249 in the Official Records of Orange County, Florida (the “**Development Agreement**”), to provide certainty to both RCID and WDPR (and WDPR’s Affiliates, including Palm) in terms of current and future development of a portion of the lands located within the jurisdictional boundary of RCID, including, without limitation, the WDPR Land and Palm Land (the “**Property**”; all of the lands located within the jurisdictional boundary of RCID (including, without limitation, the Property), which are governed by the Comprehensive Plan, are hereinafter referred to as the “**RCID Jurisdictional Lands**”); and

**WHEREAS**, pursuant to the Development Agreement, among other things, RCID has agreed that, in order to facilitate the implementation of and provide adequate levels of service for development of the Property, certain public infrastructure systems will require new facilities and/or expansions of existing facilities (hereinafter referred to as the “**Facilities**”), which Facilities include, without limitation, the Phase 3 Expansion, and that such Facilities will be funded, designed and constructed or caused to be constructed by RCID in accordance with the Comprehensive Plan; and

**WHEREAS**, the Phase 3 Expansion will result in certain direct impacts to the WDPR Land and Palm Land, and improvements thereon and thereto and the owners thereof (as applicable) (each an “**Impact**”) and RCID has agreed, as described below, to pay certain amounts (each an Impact Amount as further described in Section 3.01 below and shown on Exhibit E attached hereto) and/or perform certain work (the “**Impact Work**”) at RCID’s cost and expense (as further described in Section 3.01 below and shown on Exhibit E attached hereto):

**WHEREAS**, pursuant to the Development Agreement, among other things, WDPR and its Affiliates have agreed that any land required for the Facilities that is owned by WDPR and/or its Affiliates shall be dedicated to RCID, as required, and that compensation for said land dedication shall be negotiated between parties but in no event shall WDPR and/or its Affiliates request payment for the land in excess of fair market value as determined by a Member of the Appraisal Institute (MAI) real estate appraiser, jointly selected by the parties, thereby guaranteeing RCID the land that it needs (to the extent owned by WDPR and/or its Affiliates) and allowing RCID to avoid the condemnation process and the costs and uncertainty associated therewith;

**WHEREAS**, as described in Article 4 below, and as contemplated by the Development Agreement, RCID, WDPR and Palm have agreed that, after the Phase 3 Expansion is complete pursuant to the Plans and the final location of all improvements constructed by RCID that are intended to be part of the public portions of the Phase 3 Expansion are determined, RCID will purchase the fee interest in the land containing such improvements (such land to be transferred being the “**WDPR Transfer Land**” and “**Palm Transfer Land**”, respectively) from WDPR and Palm (respectively) on terms more fully set forth herein (which land may be all or a portion of the WDPR Land or Palm Land, respectively);

**WHEREAS**, as stated in RCID’s Charter, the Legislature found and declared the powers accorded to RCID’s Board of Supervisors (the “**Board**”) under the Charter with respect to, among other things, planning, are essential to guide and accomplish the coordinated, balanced and harmonious development of the RCID Jurisdictional Lands in accordance with existing and future needs, to promote the health, safety, morals and general welfare of RCID and its inhabitants and property owners, to establish, maintain and preserve aesthetic values and preserve and foster the development and display of the natural beauty and attractiveness of the RCID Jurisdictional Lands and of roadsides within RCID, to prevent overcrowding and congestion, to regulate traffic, to secure safety, and to conserve and provide adequate light and air and to avoid undue concentration of population;

**WHEREAS**, the Board has determined that the Phase 3 Expansion is: (i) consistent with the Comprehensive Plan and the Development Agreement; (ii) a public purpose and necessity; (iii) of

substantial economic benefit to RCID and its inhabitants and property owners; and (iv) important for the enhancement of the public transportation network and the safe and efficient flow of vehicular traffic (a) from areas outside the RCID Jurisdictional Lands through the RCID Jurisdictional Lands and (b) within the RCID Jurisdictional Lands, and that it is in the mutual best interest of RCID, WDPR and Palm to provide for the orderly planning and construction of the Phase 3 Expansion upon the WDPR Land and Palm Land pursuant to the Plans, and for RCID to reimburse WDPR and Palm for certain costs and expenses that have been and/or will be incurred by WDPR and Palm as a result of the Impacts the Phase 3 Expansion will have on the WDPR Land and Palm Land and the owners thereof as well as surrounding land owned by WDPR or its Affiliates;

**WHEREAS**, RCID has the authority to perform all actions necessary for RCID to fully perform under this Agreement;

**WHEREAS**, WDPR and Palm each has the authority to perform all actions necessary for them to fully perform under this Agreement;

**WHEREAS**, the cooperation of the Parties is and will be necessary during the construction of the Phase 3 Expansion to, among other things, ensure the orderly flow of traffic to and from affected properties while maintaining the appearance of the WDPR Land, the Palm Land, and other portions of the RCID Jurisdictional Lands; and

**WHEREAS**, RCID, WDPR and Palm have agreed to grant temporary construction easements to RCID over the WDPR Land and Palm Land (respectively) to allow RCID to perform and complete the Phase 3 Expansion pursuant to the Plans (respectively); and

**WHEREAS**, in lieu of RCID filing an eminent domain proceeding and in accordance with the Development Agreement, the Parties find this Agreement to be in the best interests of the public, and, by this Agreement, the Parties have agreed to the amount of compensation to be paid for the WDPR Transfer Land and Palm Transfer Land to be taken by RCID, for damages to related improvements, and for the repayment of certain costs and expenses incurred by WDPR and Palm.

**NOW THEREFORE**, for and in consideration of the construction of the Phase 3 Expansion, the mutual promises contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by RCID, WDPR and Palm, the Parties represent, covenant and agree as follows:

**ARTICLE I**  
**BASIC PROVISIONS; CERTAIN DEFINED TERMS**

**1.01 INCORPORATION OF RECITALS AND EXHIBITS.** The recitals stated in the Recitals section above are true and correct and are incorporated by reference herein. The recitals are a substantive and contractual part of this Agreement. All exhibits are incorporated herein by reference.

**1.02 COMPLIANCE WITH LAW.** In the performance of all duties described hereunder, the Parties shall comply with all applicable laws, regulations, and permits.

**1.03 DEFINITION OF AFFILIATES.** "Affiliates" shall mean, with respect to any Person, another Person which: (a) directly or indirectly controls, (b) is, directly or indirectly, under common control with, or (c) is, directly or indirectly, controlled by, such first-referenced Person. "Control" shall mean the power to direct the management of a Person, directly or indirectly, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing. "Person" shall mean any natural person, corporation,

general partnership, limited partnership, limited liability company, association, trust or other entity.

**ARTICLE II**  
**TEMPORARY CONSTRUCTION EASEMENTS**

**2.01 GRANT OF TEMPORARY CONSTRUCTION EASEMENTS.**

(a) WDPR shall, promptly following RCID's request therefor, grant RCID a temporary construction easement to complete the Phase 3 Expansion on the WDPR Land (the "**WDPR Temporary Construction Easement**") in the form of **Exhibit C** attached hereto. To the extent any of the work to complete the Phase 3 Expansion pursuant to the Plans at any time shall extend beyond the boundaries of the WDPR Temporary Construction Easement onto other property owned by WDPR or its Affiliates (other than Palm) (including the work to complete the Seven Seas Drive Realignment and the Storm Water Infrastructure Installation (each as defined and described on **Exhibit E**)), then WDPR agrees to grant (or cause its Affiliates to grant, as applicable) a temporary construction easement to RCID over such property in substantially the same form as **Exhibit C** attached hereto.

(b) Palm shall, promptly following RCID's request therefor, grant RCID a Temporary Construction Easement to complete the Phase 3 Expansion on the Palm Land (the "**Palm Temporary Construction Easement**") in the form of **Exhibit D** attached hereto. To the extent any of the work to complete the Phase 3 Expansion pursuant to the Plans at any time shall extend beyond the boundaries of the Palm Temporary Construction Easement onto other property owned by Palm (including the work to complete the SOG Sign Relocation (defined on **Exhibit E**)), then WDPR agrees to grant a temporary construction easement to RCID over such property in substantially the same form as **Exhibit D** attached hereto on the condition that the tenant operating the Shades of Green hotel permits Palm to grant such Temporary Construction Easement.

**2.02 PROVISION FOR SAFETY AND TEMPORARY CONSTRUCTION SIGNAGE.**

RCID shall be responsible for providing for all necessary and appropriate traffic and construction safety measures and for providing for temporary construction signage for any construction related to the Phase 3 Expansion. RCID shall, at a minimum, provide temporary construction signage in all areas having signage from Floridian Way as of the Effective Date (including, without limitation, the Shades of Green hotel, the Golf Course, the Grand Floridian Resort and Spa, the Grand Floridian Resort and Spa Wedding Pavilion, Disney's Polynesian Village Resort, and all directional signage to parking areas and roads similar to those being displayed as of the Effective Date) for any construction related to Phase 3 Expansion. RCID shall keep WDPR and Palm informed as to the performance of the Phase 3 Expansion and shall meet with representatives of WDPR and Palm (and their respective employees, agents and contractors) on a consistent and routine basis and upon reasonable prior request from WDPR and/or Palm to discuss RCID's schedule and any adjustments in the field that deviate from the Plans. RCID shall use commercially reasonable efforts to minimize, attenuate, and where reasonably practicable eliminate, any adverse effects to the normal operation of businesses and traffic flows affected by the Phase 3 Expansion. Except in the event of an emergency, the Phase 3 Expansion shall not deprive any businesses operating within the area affected by the Phase 3 Expansion (including, without limitation, the Shades of Green hotel, the Golf Course, the Grand Floridian Resort and Spa, the Grand Floridian Resort and Spa Wedding Pavilion, Disney's Polynesian Village Resort) of safe and continuous paved vehicular access for the public.

**2.03 PERFORMANCE STANDARD.** The Phase 3 Expansion (including, without limitation, the Impact Work) on the WDPR Land and on the Palm Land shall be performed and completed, at RCID's sole cost and expense, pursuant to the Plans and in accordance with the WDPR Temporary Construction Easement, the Palm Temporary Construction Easement and this Agreement.

**ARTICLE III**

**REIMBURSEMENTS TO WDPR AND PALM**  
**PERFORMANCE OF WORK BY RCID**

**3.01 REIMBURSEMENT TO WDPR AND PALM.** As full and complete compensation for each Impact, RCID shall pay to WDPR or Palm (as the case may be) (or to one or more of WDPR's or Palm's Affiliates, at WDPR's or Palm's written direction), the commercially reasonable out-of-pocket costs and expenses incurred by WDPR (or any of its Affiliates, or any of their respective tenants) in connection with such particular Impact up to one hundred and ten percent (110%) of the estimated amount of such Impact (as a contingency for amounts that have not been finally determined as of the Effective Date) described on **Exhibit E** attached hereto (each, an "**Impact Amount**"). WDPR and Palm (as the case may be) may each request payment of some or all of each Impact Amount as incurred by them from time to time (which requests shall not be made more than once per calendar month) and payment thereof shall be made by RCID within thirty (30) days after receipt of written demand therefor accompanied by commercially reasonable supporting documentation acceptable to the RCID District Administrator in his/her/their commercially reasonable judgment that the expenses related to the Impact have been incurred by the Party making the demand.

**3.02 ACCEPTANCE OF IMPACT PAYMENT IN LIEU OF EMINENT DOMAIN.** WDPR and Palm each accept payment of the Impact Amount actually incurred (up to 110% of the estimated amounts shown on **Exhibit E** attached hereto) as full and complete payment for the applicable Impact. RCID, WDPR, and Palm each acknowledge and agree that such payment is made in lieu of eminent domain proceedings as permitted under Florida law. Any Impact Amount not requested by WDPR or Palm (as the case may be) within six (6) months after receipt of notice from RCID that the Phase 3 Expansion has been certified by the engineer of record to be completed in accordance with the Plans shall be conclusively deemed to have been waived by WDPR and Palm.

**3.03 PERFORMANCE OF WORK.** RCID shall perform and complete the Impact Work, at RCID's sole cost and expense, pursuant to the Plans (including coordinated schedule) and in accordance with the WDPR Temporary Construction Easement, the Palm Temporary Construction Easement and this Agreement. Notwithstanding anything to the contrary contained in this Agreement, WDPR and Palm acknowledge that the Phase 3 Expansion is intended to be completed in two phases but only the first phase (Phase 1) of the Phase 3 Expansion has been approved by the Board. Therefore, WDPR and Palm acknowledge and agree that RCID shall only be obligated to pay the Impact Amounts and to perform the Impact Work indicated **Exhibit E** as being in Phase 1 and that RCID shall have no obligation to pay the Impact Amounts and/or to perform the Impact Work indicated **Exhibit E** as being in Phase 2 until the portion(s) of the Phase 3 Expansion necessitating the same have been approved by the Board. Upon completion of the Impact Work and receipt of a request from WDPR and/or Palm, RCID shall provide WDPR and Palm (as applicable) with a bill of sale and assignment transferring the Impact Work to WDPR and Palm (as applicable) and partially assigning (with a reservation in favor of RCID to jointly enforce the same) any assignable third-party warranties for the Impact Work to WDPR and Palm (as applicable) or to one or more of WDPR's or Palm's Affiliates, at WDPR's or Palm's written direction, provided that such bill of sale and assignment will be without reservation or warranty, except for representations that RCID has full right, title and interest to such Impact Work and transfers and assigns the same free of any liens or encumbrances caused by RCID or any person acting on RCID's behalf and/or at RCID's direction.

**ARTICLE IV**  
**DEDICATION OF PROPERTY**

**4.01 DEDICATION OF PROPERTY.**

(a) Within thirty (30) days after the final location of all improvements constructed by RCID that are intended to be part of the public portions of the Phase 3 Expansion are determined, and concurrently

with receipt of payment of the applicable Purchase Price (defined below) from RCID, WDPR shall convey the WDPR Transfer Land (together with all appurtenances, buildings and improvements thereunto belonging or otherwise appertaining thereto) to RCID (which land may be all or a portion of the WDPR Land) by special warranty deed in substantially the form attached hereto as **Exhibit F**.

(b) Within thirty (30) days after the final location of all improvements constructed by RCID that are intended to be part of the public portions of the Phase 3 Expansion are determined, and concurrently with receipt of payment of the applicable Purchase Price from RCID, Palm shall convey the Palm Transfer Land (together with all appurtenances, buildings and improvements thereunto belonging or otherwise appertaining thereto) to RCID (which land may be all or a portion of the Palm Land) by special warranty deed in substantially the form attached hereto as **Exhibit G**.

(c) Promptly following completion of the Phase 3 Expansion, WDPR and Palm, at their sole cost and expense, shall provide to RCID a survey (the "**Survey**") detailing the location of the public portions of the Phase 3 Expansion and including a commercially reasonable area surrounding the same not to exceed ten (10) feet from (on each side, as applicable) the improvements made by RCID, 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, shall include the acreage of the property and the number of acres (or portion thereof) of each particular land use (as assigned by the Orange County Property Appraiser) comprising the Property, and shall be certified to RCID, WDPR, Palm and any other persons and/or entities reasonably designated by RCID, WDPR, and/or Palm. Once approved by RCID, which approval shall not be unreasonably withheld, conditioned or delayed, the legal description for the WDPR Transfer Land and the Palm Transfer Land to be included in the aforesaid deeds shall be the legal description on the Survey.

(d) The aforesaid deeds shall be promptly recorded in the public records of Orange County, Florida, by WDPR and Palm (respectively), at their respective cost and expense.

**4.02 PURCHASE PRICE.** The Parties have agreed that, concurrently with the conveyance of the WDPR Transfer Land and Palm Transfer Land by WDPR or Palm (as the case may be) to RCID, RCID shall pay a purchase price to WDPR or Palm (or to one or more of WDPR's or Palm's Affiliates, at WDPR's or Palm's written direction) determined by multiplying the Assigned Value (defined below) for each particular land use comprising the WDPR Transfer Land and the Palm Transfer Land (respectively) by the number of acres (or portion thereof) of such particular land use contained within the WDPR Transfer Land and the Palm Transfer Land (respectively) (collectively, the "**Purchase Price**"). "**Assigned Value**" shall mean, for each particular land use, the average value assigned by the Orange County Property Appraiser for such particular land use within the particular tax parcel of which the WDPR Land or Palm Land is a part over the five (5) most recently completed calendar years prior to the date of the Closing (defined below). The Parties acknowledge and agree that the foregoing method of calculating the value to be paid by RCID to WDPR and Palm (respectively) is a fair method of calculation negotiated at arms-length among the Parties in lieu of an appraisal of fair market value determined by an (MAI) real estate appraiser and allowing RCID to avoid the condemnation process and the costs and uncertainty associated therewith. RCID, WDPR and Palm also acknowledge and agree that WDPR and/or its Affiliates donated to RCID (without compensation by RCID) certain wetland impact credits necessary for RCID to perform the Phase 3 Expansion. WDPR and Palm each agree to accept payment of the Purchase Price as full and complete payment for the applicable portions of the WDPR Land and Palm Land to be so transferred to RCID. RCID, WDPR, and Palm each acknowledge and agree that such payment is made in lieu of eminent domain proceedings as permitted under Florida law.

**4.03 "AS IS, WHERE IS" CONDITION AND NO OBLIGATION TO CURE TITLE.** RCID agrees and acknowledges that it is acquiring the WDPR Transfer Land and Palm Transfer Land, as applicable, in an "AS IS, WHERE IS" condition, without representation or warranty on the part of WDPR



or Palm (as the case may be), except for the representations and warranties contained in this Agreement and/or any document delivered WDPR or Palm (as the case may be) in accordance with Section 4.04 below. Any provision of this Agreement to the contrary notwithstanding, neither WDPR nor Palm shall have any obligation to cure any matter affecting title to the WDPR Transfer Land or Palm Transfer Land (respectively) except that, prior to Closing, WDPR and Palm shall discharge and release the WDPR Transfer Land and Palm Transfer Land, as applicable, from any mortgages, security interests, contracts for deed and other monetary liens or encumbrances (including, without limitation, claims and liens made by contractors, suppliers or workers for work performed upon, or materials supplied to, the WDPR Transfer Land and Palm Transfer Land, as applicable, by such claimants) (the “**Designated Encumbrances**”).

**4.04 CLOSING DOCUMENTS.** Together with the delivery of the deed described in Section 4.01 above, each Party shall also deliver the following with respect to the property it is conveying to RCID:

(a) Documentation required to clear title to the applicable property of all Designated Encumbrances, if any;

(b) An affidavit from Transferor to Transferee which certifies, among other things, the following:

- (i) the transferring Party owns the property and has the right to convey it to RCID;
- (ii) the property is not occupied and no other party has any right of possession thereof, and there are no outstanding unrecorded instruments affecting the title to such property or any interest, claim or estate therein;
- (iii) no contractor, subcontractor, materialmen, laborer, architect, landscape architect, engineer, or any other person or entity has any lien (mechanic's or otherwise) or right to a lien (mechanic's or otherwise) against the property or any part thereof, for any work, labor, services or material furnished or performed by any such persons or firms to such property for the benefit of the transferring Party, and all charges regarding any such items have been paid in full, except any attributable to RCID;
- (iv) that, to the knowledge of the transferring Party, there are no matters pending or threatened against transferring Party that could give rise to a lien that would attach to the property or any portion thereof or interest therein; and
- (v) that the transferring Party has not and will not execute any instrument that would adversely affect the title to the property from the date of this Agreement through the recording of the special warranty deed from the transferring Party to RCID;

(c) A duly executed Certification of Non-Foreign Status in a form reasonably acceptable to any title company issuing a policy in favor of RCID, if applicable, and/or to RCID and its attorneys; and

(d) Such other documents, duly executed in recordable form, as applicable, as are contemplated herein or reasonably required from RCID to consummate the transfer.

Simultaneously with the delivery of the deed described in Section 4.01 above by the transferring Party, RCID shall deliver any documents, duly executed in recordable form, as applicable, as are contemplated herein or reasonably required from transferring Party in connection with the transfer.

**4.05 CLOSING COSTS AND PRORATIONS.** Each of WDPR and Palm shall pay for documentary stamps to be affixed to the instrument of conveyance to be delivered by it hereunder, for the cost of recording such instrument of conveyance delivered by it and any corrective instruments required to remove the Designated Encumbrances. RCID shall pay the cost of any title commitment and policy, if any, to be issued to RCID. Each party shall bear its own attorneys' fees and any other expenses incurred by such party in connection herewith. Real property taxes for the year of closing shall be prorated as of the closing date using the prior years' tax bills. In addition to the foregoing, each of WDPR and Palm shall, as to the property it is transferring, pay in full, at or prior to delivering the deed to such property to RCID, all special assessments and liens for public improvements or quasi-public improvements which are imposed by a governmental or quasi-governmental entity other than RCID and which, as of that date, certified or pending liens, whether recorded or unrecorded.

**4.06 REPRESENTATIONS AND WARRANTIES.** Each of WDPR and Palm hereby represents and warrants as to itself and the property which it is transferring that:

(a) It currently has, and at the time of the delivery of the deed contemplated under Section 4.04 above (the “Closing”) will have, good, insurable fee simple title to the property it is transferring, free and clear of any and all Designated Encumbrances;

(b) There are no servicing, marketing, advertising agreements or other contracts in force with respect to the property it is transferring under which the transferring Party is bound which will survive such Closing;

(c) Except for any action that could be brought by RCID, to its best knowledge and the best knowledge of its Affiliates (where applicable), there are no pending or threatened condemnations or similar proceedings affecting the property it is transferring and it has not received any notice, and has no knowledge, that any such proceedings are contemplated or pending and that no such proceedings shall be pending at the time of Closing;

(d) To its best knowledge and the best knowledge of its Affiliates (where applicable), no party has any right or option to acquire the property it is transferring or any portion thereof and, except for the transferring Party and RCID, no other party has any legal or beneficial interest in the property it is transferring or any portion thereof;

(e) The property it is transferring is and will, through the time of the Closing, be free from any mechanic's, materialmen's or other liens affecting the property it is transferring (other than those related to the Phase 3 Expansion) and no party, whether materialman, supplier or laborer or otherwise will have provided or performed any services or provided any materials to the property it is transferring at the request of the transferring Party or its agents or employees for which payment has not or will not have been made;

(f) To its best knowledge and the best knowledge of its Affiliates (where applicable), as of the Effective Date there are no actions, suits or proceedings against it or the property it is transferring which would affect the title to the property it is transferring;

(g) It has full power and authority in accordance with the law to enter into this Agreement and consummate the transactions provided for herein;

(h) To its best knowledge and the best knowledge of its Affiliates (where applicable), except for any that are imposed by RCID there are no assessments for public or quasi-public improvements which have been made against or which affect the property it is transferring nor are there any such public or quasi-public improvements which have been planned or ordered to be made and which have not heretofore been completed, assessed and paid;

(i) It has not and shall not, without the prior written consent of RCID, which consent RCID shall not unreasonably withhold, condition or delay, transfer or encumber the property it is transferring from and after the date hereof through the time of the Closing, including the granting of any deeds, contracts, mortgages, easements, or other rights in property it is transferring except any of the foregoing which are to be discharged by it at or prior to the Closing, and which specifically recognize and are expressly subordinate to RCID's rights hereunder; and that no permanent structures shall have been placed on the property it is transferring from and after the date hereof through the Closing, except as may be required or permitted hereby.

(j) To its best knowledge and the best knowledge of its Affiliates (where applicable): (i) there are no landfills of any kind or toxic wastes on, in or under the property it is transferring in violation of any applicable laws; and (ii) there has been no dumping or storage of landfill materials, whether toxic or non-toxic, or of toxic wastes (or substances deemed to be toxic wastes) on, in or under the property it is transferring in violation of any applicable laws;

(k) There are no rights of first refusal, "back up" contracts or options of any sort applicable to the property it is transferring;

(l) To its best knowledge and the best knowledge of its Affiliates (where applicable), there are no artifacts or sites of historic or archeological significance on any portion of the property it is transferring; and

(m) It shall not modify the zoning of the property it is transferring in any manner that would adversely affect RCID's ability to develop the Phase 3 Expansion without RCID's prior written consent, which consent may be conditioned upon changes which are designed to mitigate or eliminate any adverse impacts on the Property resulting from such change.

(n) As used herein, the term "best knowledge" of a Party shall mean the actual, as opposed to constructive, knowledge as of the Effective Date of the individual officer executing this Agreement without any extraordinary inquiry or investigation.

## **ARTICLE V**

### **NOTICES AND COMMUNICATIONS**

**5.01 NOTICES.** Notices, documents, demands, or certificates given by any Party in connection with this Agreement or the performance by any Party under this Agreement shall be in writing and shall be delivered or sent by one of the following methods: (i) in person (by hand delivery or professional messenger service) to the addressee Party, or (ii) Express Mail of the U.S. Postal Service or Federal Express (a/k/a FedEx) or any other courier service guaranteeing next business day delivery, charges prepaid. Notices shall be sent or delivered to the following addresses:

If to WDPR:	Walt Disney Parks and Resorts U.S., Inc. Post Office Box 10000 1375 Buena Vista Drive Lake Buena Vista, Florida 32830 Attention: Vice President, Real Estate
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With a copy to:

Walt Disney World Resort – Legal Department  
Post Office Box 10000  
1375 Buena Vista Drive  
Lake Buena Vista, Florida 32830  
Attention: Chief Counsel  
Palm Hospitality Company  
c/o Walt Disney World Resort  
Post Office Box 10000  
1375 Buena Vista Drive  
Lake Buena Vista, Florida 32830  
Attention: President

If to Palm:

With a copy to:

Walt Disney World Resort – Legal Department  
Post Office Box 10000  
1375 Buena Vista Drive  
Lake Buena Vista, Florida 32830  
Attention: Chief Counsel

If to RCID:

Reedy Creek Improvement District  
1900 Hotel Plaza Boulevard,  
P.O. Box 10170  
Lake Buena Vista, Florida 32830-0170  
Attention: District Administrator  
Telephone: 407-934-7480

With a copy to:

Milgrim Law Group  
3216 Corrine Drive  
Orlando, Florida 32803  
Attention: Legal Counsel, Edward G. Milgrim  
Telephone: 407-790-4966

Notices delivered by Express Mail of the U.S. Postal Service or Federal Express (a/k/a FedEx) or other courier service guaranteeing next business day delivery shall be deemed to have been given twenty-four (24) hours after delivery of the same to the U.S. Postal Service or private courier, with charges prepaid and instructions for next Business Day (as hereinafter defined) delivery. Any Party may change its address for purposes of this section by giving notice to the other Party as provided herein.

**ARTICLE VI**  
**MISCELLANEOUS PROVISIONS**

**6.01 FINAL AGREEMENT.** This instrument (and the attached exhibits) shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. This Agreement pertains only to the matters set forth herein and nothing in this Agreement shall be deemed or construed as a modification of or a release of or from any other agreements, debts,

contracts, liabilities, or obligations the Parties now have or may have in the future (or any one of them, or any combination of them) that are not specifically and expressly described in detail in this Agreement.

**6.02 AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all the Parties hereto.

**6.03 AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of each Party hereto, each Party has complied with all the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

**6.04 CONSTRUCTION OF AGREEMENT.** This Agreement has been fully reviewed and approved 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. Paragraph headings are for convenience only and shall not be deemed a part of this Agreement or considered in construing this Agreement.

**6.05 THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties herein and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a party hereto. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

**6.06 CONTROLLING LAW AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of Florida. 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 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 exclusively before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then exclusively 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.

**6.07 WAIVER OF JURY TRIAL.** THE PARTIES EXPRESSLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY MATTERS ARISING UNDER AND/OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE EASEMENT AREA. This provision is a material inducement for the Parties to enter into this Agreement.

**6.08 TIME OF THE ESSENCE.** Time shall be of the essence as to all dates, deadlines and times of performance under this Agreement. Notwithstanding the foregoing, in the event any date or any deadline for the performance of an action or the giving of any notice falls on any day that is not a Business Day, or any period provided for in this Agreement shall expire on any day that is not a Business Day, then the date for the performance of such action or giving of such notice, or the expiration date of such period, as applicable, shall be automatically extended to midnight of the next following Business Day. For the purposes of this Agreement, the term “**Business Day**” shall mean and refer to any day that is not a Saturday, Sunday, or national holiday.

**6.09 SURVIVAL OF CERTAIN PROVISIONS.** The provisions of this Agreement relating to any and all of the commitments, promises, representation, or obligations made herein by either Party to

this Agreement and which are to be performed, completed, executed, or otherwise occur after the Closing shall survive the Closing.

**6.10 SUCCESSORS.** The rights and obligations created by this Agreement shall be binding upon and shall inure to the benefit of RCID, WDPR and Palm, and their respective heirs, executors, receivers, trustees, successors and assigns.

**6.12 SEVERABILITY.** If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court (or other government body) of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein..

**6.13 LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of RCID beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**6.14 RECORDING.** This Agreement need not, and shall not be recorded in the public record of Orange County.

**6.15 FURTHER ASSURANCES.** Each of the Parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other Party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

**6.16 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**6.17 LAND USE APPROVALS.** This Agreement shall not be construed as granting, assuring, or indicating any future grant of any approvals, permissions, variances, special exceptions, or rights thereto with respect to the WDPR Land and/or the Palm Land or any portion thereof.

**6.18 BROKERS.** Each of WDPR and Palm represent and warrant to RCID and RCID represents and warrants to each of WDPR and Palm that they have not employed a broker or finder in connection with the consummation, negotiation or execution of this Agreement or the transactions contemplated hereby. In the event that there is a claim against one of the Parties arising out of an act another Party giving rise to a claim for commission or finder's fee with respect to any broker's agent or another Party, then said Party performing such act shall indemnify the other Party(ies) against any liability, damage, cost, expense or fee in connection with said claim for commission or finder's fee, including, but not limited to reasonable attorneys' fees (said indemnification to be enforceable in a court of competent jurisdiction and compensation to be awarded to the prevailing party thereunder).

6.19 **SURVIVAL OF REPRESENTATIONS.** The representations, warranties and covenants herein shall survive the Closing.

**IN WITNESS WHEREOF**, RCID, WDPR, and Palm intending to be legally bound hereby, have caused this Agreement to be executed by its undersigned lawful representative, hereunto duly authorized, on the Effective Date.

**RCID**  
**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

**WDPR**  
**WALT DISNEY PARKS AND RESORTS**  
**U.S., INC.**, a Florida corporation

By: \_\_\_\_\_  
John M. McGowan, Vice President

**PALM**  
**PALM HOSPITALITY COMPANY**, a  
California corporation

By: \_\_\_\_\_  
Lee Schudde, President



## EXHIBIT A

### WDPR LAND

#### PARCEL 1

A parcel of land lying in Sections 10, 11 and 14, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the East Quarter corner of said Section 10, run along the East line of the Northeast 1/4 of said Section 10, N 00°02'49" W, 795.13 feet; thence N 89°58'57" E, 26.68 feet to the Point of Beginning; thence N 90°00'00" E, 91.95 feet; thence S 00°00'00" E, 1019.98 feet; thence N 90°00'00" E, 105.89 feet; thence N 39°56'49" E, 63.67 feet; thence S 54°31'59" E, 56.99 feet; thence S 06°55'30" E, 172.22 feet; thence S 53°47'35" E, 89.63 feet; thence S 06°01'41" E, 148.41 feet; thence S 82°17'46" W, 216.50 feet; thence N 67°33'58" W, 94.46 feet; thence N 90°00'00" W, 121.99 feet; thence N 00°00'00" E, 378.97 feet; thence N 90°00'00" W, 294.27 feet; thence N 67°29'48" W, 79.68 feet; thence N 89°59'58" W, 165.55 feet; thence S 01°16'54" W, 165.39 feet; thence S 84°32'32" W, 115.25 feet; thence S 10°05'59" E, 91.95 feet; thence S 06°36'17" E, 73.49 feet; thence N 75°41'39" E, 71.38 feet; thence S 76°39'47" E, 49.67 feet; thence S 24°41'39" E, 57.25 feet; thence S 01°09'56" W, 190.94 feet; thence S 19°31'01" W, 34.03 feet; thence S 46°11'15" W, 144.96 feet; thence S 04°44'56" E, 75.23 feet to a point of curvature of a curve concave Northeasterly having a radius of 500.00 feet, and a central angle of 58°40'50"; thence run Southeasterly along the arc of said curve, 512.08 feet; thence S 27°08'37" W, 15.00 feet to a point on a non-tangent curve concave Northerly having a radius of 515.00 feet, and a central angle of 11°30'03"; thence from a tangent bearing of S 63°24'46" E run Easterly along the arc of said curve, 103.37 feet; thence N 15°05'11" E, 10.00 feet; thence S 74°54'49" E, 118.53 feet; thence N 16°13'54" E, 134.93 feet; thence N 81°47'34" E, 281.33 feet; thence S 50°37'51" E, 93.93 feet to a point on a non-tangent curve concave Northeasterly having a radius of 507.93 feet, and a central angle of 09°45'45"; thence from a tangent bearing of S 50°30'17" E run Southeasterly along the arc of said curve, 86.55 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 305.00 feet, and a central angle of 12°56'00"; thence run Southeasterly along the arc of said curve, 68.85 feet; thence N 38°29'18" E, 76.38 feet; thence S 51°30'42" E, 48.44 feet; thence S 38°29'18" W, 71.64 feet; thence S 58°35'20" E, 160.46 feet; thence S 67°54'55" E, 212.84 feet; thence N 88°57'10" E, 44.05 feet; thence S 06°55'27" W, 76.63 feet; thence N 65°54'07" W, 36.44 feet; thence S 31°09'46" W, 273.94 feet; thence S 36°19'39" E, 50.10 feet; thence N 54°44'50" E, 22.83 feet; thence S 34°38'54" E, 27.14 feet; thence S 55°21'06" W, 22.69 feet; thence S 33°21'07" E, 62.50 feet; thence S 59°10'50" W, 4.93 feet; thence S 32°45'43" E, 239.07 feet; thence N 61°03'28" E, 20.33 feet; thence S 35°31'08" E, 27.22 feet; thence S 42°14'06" E, 24.20 feet; thence S 55°04'04" E, 51.00 feet; thence S 15°46'05" E, 42.41 feet; thence S 39°17'24" E, 21.86 feet; thence S 57°14'17" W, 25.03 feet; thence S 32°45'43" E, 171.68 feet; thence N 57°14'17" E, 62.91 feet; thence S 32°50'46" E, 33.35 feet; thence S 57°14'17" W, 62.96 feet; thence S 32°45'43" E, 55.96 feet; thence S 57°14'18" W, 5.00 feet; thence S 32°45'43" E, 173.79 feet; thence N 57°14'17" E, 37.97 feet to a point on a non-tangent curve concave Northeasterly having a radius of 511.38 feet, and a central angle of 22°24'26"; thence from a tangent bearing of S 52°15'58" E run Southeasterly along the arc of said curve, 199.99 feet; thence S 74°40'25" E, 73.61 feet; thence N 14°57'40" E, 93.55 feet; thence S 74°40'25" E, 122.12 feet; thence S 14°57'39" W, 133.98 feet; thence N 75°02'21" W, 32.29 feet; thence S 14°57'40" W, 214.35 feet; thence S 56°38'53" W, 41.90 feet; thence S 30°39'06" E, 320.42 feet; thence S 73°33'11" E, 274.67 feet; thence N 65°05'55" E, 192.62 feet to a point of curvature of a curve concave Southerly having a radius of 1000.00 feet, and a central angle of 24°57'38"; thence run Easterly along the arc of said curve, 435.64 feet; thence S 89°56'27" E, 948.68 feet; thence S 00°03'33" W, 173.92 feet; thence N 89°56'27" W, 263.40 feet to a point of curvature of a curve concave Southeasterly having a radius of 427.56 feet, and a central angle of 56°52'00"; thence run Southwesterly along the arc of said curve, 424.36 feet; to a point of compound curvature of a curve concave Easterly having a radius of 496.75 feet, and a

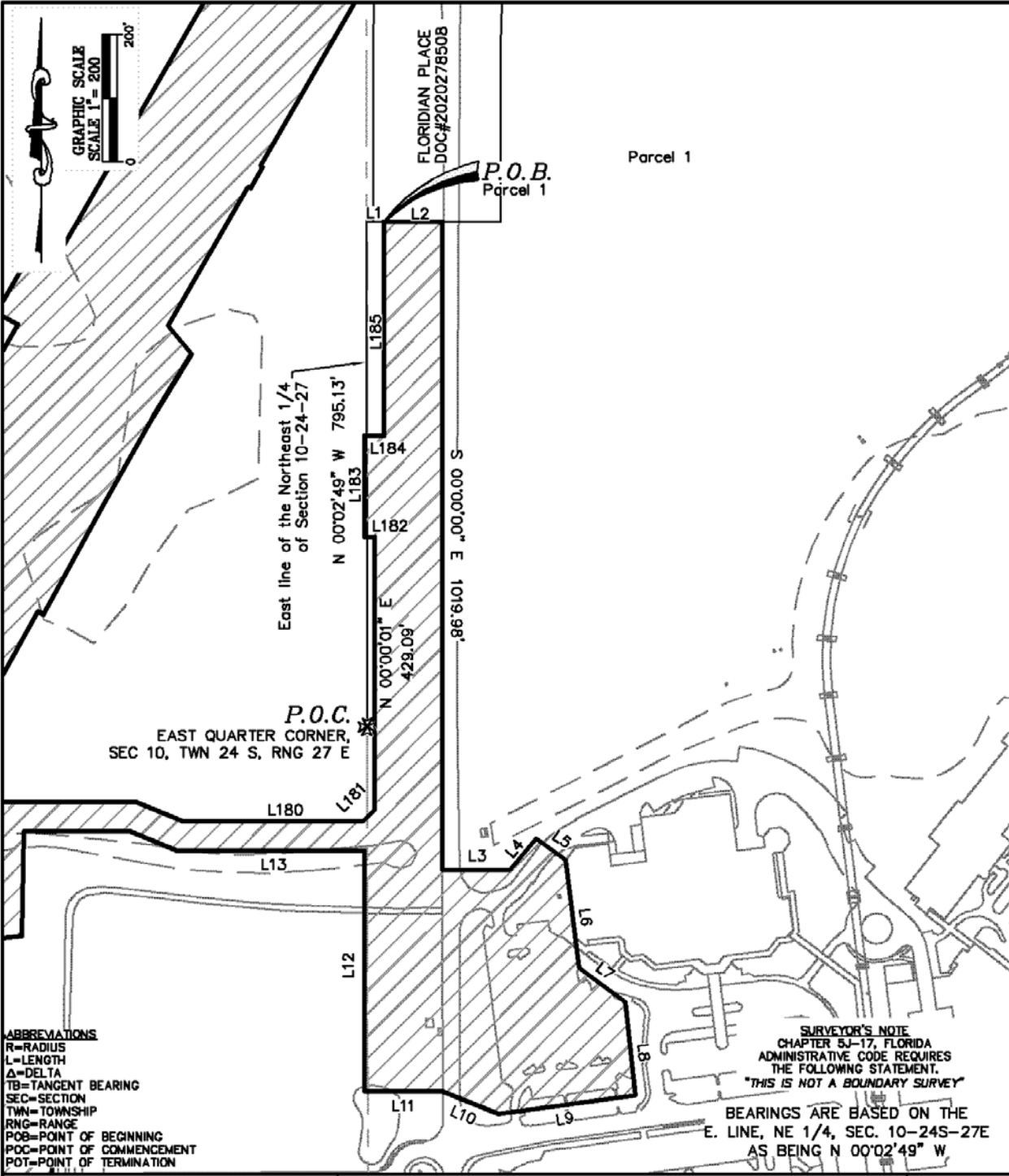
central angle of 34°46'45"; thence run Southerly along the arc of said curve, 301.53 feet; thence S 01°35'12" E, 130.43 feet; thence S 89°54'40" W, 703.74 feet; thence S 00°22'43" W, 18.87 feet; thence S 88°10'59" W, 40.34 feet; thence S 08°53'36" E, 287.47 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1864.00 feet, and a central angle of 23°42'58"; thence from a tangent bearing of S 12°31'04" E run Southeasterly along the arc of said curve, 771.55 feet; thence S 36°14'02" E, 132.89 feet; thence S 49°41'18" W, 5.00 feet; thence N 36°14'16" W, 133.24 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1869.00 feet, and a central angle of 18°23'02"; thence from a tangent bearing of N 36°14'02" W run Northwesterly along the arc of said curve, 599.69 feet; thence S 72°09'00" W, 200.59 feet to a point on a non-tangent curve concave Northeasterly having a radius of 2106.33 feet, and a central angle of 11°43'19"; thence from a tangent bearing of S 18°02'01" E run Southeasterly along the arc of said curve, 430.92 feet; thence S 33°32'42" E, 186.56 feet; thence S 38°28'21" E, 192.59 feet; thence S 49°18'53" W, 21.35 feet; thence N 38°03'03" W, 355.90 feet; thence N 28°57'26" W, 117.22 feet; thence N 36°00'49" W, 27.30 feet; thence N 44°57'22" W, 26.71 feet; thence N 89°34'24" W, 90.06 feet; thence N 63°46'07" W, 51.14 feet; thence N 39°00'17" W, 132.74 feet; thence N 51°19'38" W, 94.21 feet; thence N 43°07'34" E, 83.71 feet; thence N 38°08'54" W, 32.63 feet; thence N 57°13'15" W, 67.59 feet; thence N 44°56'52" W, 45.86 feet; thence N 36°07'47" W, 60.62 feet; thence N 43°44'25" W, 81.68 feet; thence N 25°24'19" W, 195.36 feet; thence N 13°49'45" W, 36.97 feet; thence N 05°16'32" W, 35.47 feet; thence N 15°04'10" W, 117.48 feet; thence N 00°05'09" E, 38.33 feet; thence N 14°39'07" E, 61.80 feet; thence N 04°14'24" W, 73.87 feet; thence N 13°26'06" W, 106.32 feet; thence N 01°18'30" E, 55.76 feet; thence N 12°07'16" E, 128.23 feet; thence N 03°37'49" E, 84.64 feet; thence N 56°19'00" E, 37.60 feet to a point on a non-tangent curve concave Southwesterly having a radius of 1944.00 feet, and a central angle of 02°11'00"; thence from a tangent bearing of N 31°19'44" W run Northwesterly along the arc of said curve, 74.08 feet; thence N 33°30'45" W, 373.69 feet; thence S 56°16'51" W, 21.13 feet; thence N 33°22'37" W, 40.52 feet; thence N 62°12'22" E, 20.56 feet; thence S 73°29'52" E, 134.04 feet; thence N 74°16'09" E, 35.75 feet; thence N 32°02'04" W, 315.59 feet to a point on a non-tangent curve concave Northwesterly having a radius of 2915.08 feet, and a central angle of 02°51'40"; thence from a tangent bearing of S 53°13'03" W run Southwesterly along the arc of said curve, 145.56 feet; thence N 32°45'43" W, 20.45 feet; thence N 12°31'38" E, 28.14 feet; thence N 32°45'43" W, 453.97 feet; thence N 73°22'54" W, 166.18 feet; thence N 53°55'16" W, 282.40 feet; thence N 23°53'14" W, 205.71 feet; thence N 77°46'14" W, 234.94 feet; thence N 18°16'04" E, 57.33 feet; thence N 04°58'12" E, 145.67 feet; thence S 86°44'17" W, 185.69 feet; thence N 62°17'54" W, 121.92 feet; thence N 18°41'57" W, 74.46 feet; thence N 14°27'40" E, 119.38 feet; thence N 74°54'49" W, 104.60 feet to a point of curvature of a curve concave Northeasterly having a radius of 725.00 feet, and a central angle of 39°13'07"; thence run Northwesterly along the arc of said curve, 496.26 feet; thence N 80°23'44" W, 0.42 feet; thence N 80°23'46" W, 14.96 feet; thence N 09°48'51" W, 26.72 feet to a point on a non-tangent curve concave Northeasterly having a radius of 725.00 feet, and a central angle of 13°00'49"; thence from a tangent bearing of N 32°55'48" W run Northwesterly along the arc of said curve, 164.67 feet; thence N 48°56'48" W, 3.61 feet; thence N 57°38'56" W, 14.22 feet; thence N 66°21'04" W, 14.22 feet; thence N 75°03'12" W, 14.22 feet; thence N 23°40'12" E, 25.28 feet; thence N 23°40'12" E, 26.67 feet; thence N 09°33'48" W, 121.70 feet; thence N 04°44'56" W, 5.60 feet; thence N 16°14'50" W, 69.06 feet; thence N 32°37'32" W, 137.24 feet; thence N 00°45'35" W, 126.25 feet; thence N 04°46'58" E, 97.47 feet; thence N 75°21'31" W, 16.44 feet; thence N 54°52'19" E, 21.12 feet; thence N 04°47'47" E, 64.19 feet; thence N 38°54'40" W, 37.10 feet; thence N 48°08'44" E, 37.35 feet; thence N 04°47'47" E, 80.72 feet; thence N 85°12'13" W, 10.00 feet; thence N 04°47'47" E, 70.28 feet; thence S 85°12'13" E, 10.00 feet; thence N 04°47'47" E, 122.99 feet to a point of curvature of a curve concave Easterly having a radius of 1064.00 feet, and a central angle of 25°04'35"; thence run Northerly along the arc of said curve, 465.68 feet; thence N 29°52'22" E, 393.39 feet; thence N 60°07'38" W, 38.92 feet; thence N 29°52'22" E, 141.39 feet; thence S 60°07'38" E, 38.92 feet; thence N 29°52'22" E, 951.55 feet to a point of curvature of a curve concave Northwesterly having a radius of 1958.00 feet, and a central angle of 03°16'50"; thence run Northeasterly along the arc of said curve, 112.11 feet; thence N 06°47'01" E, 196.98 feet; thence S 88°18'41" W, 58.74 feet; thence N 67°12'27" E, 23.16 feet to a point of curvature of a curve concave Southerly having a radius

of 1158.02 feet, and a central angle of 07°37'33"; thence run Easterly along the arc of said curve, 154.13 feet; thence S 19°35'30" W, 87.49 feet to a point on a non-tangent curve concave Easterly having a radius of 2183.00 feet, and a central angle of 17°36'28"; thence from a tangent bearing of S 20°51'21" W run Southerly along the arc of said curve, 670.86 feet; thence S 29°52'22" W, 361.30 feet; thence S 60°11'50" E, 4.13 feet; thence S 29°48'10" W, 39.00 feet; thence N 60°11'50" W, 4.67 feet; thence S 29°45'54" W, 251.65 feet; thence S 39°35'48" E, 57.07 feet; thence S 31°06'43" W, 115.34 feet; thence S 29°10'09" W, 155.88 feet; thence S 28°40'22" W, 199.95 feet; thence N 60°26'11" W, 10.00 feet; thence S 28°40'22" W, 140.77 feet; thence S 17°55'52" W, 185.78 feet; thence S 89°59'58" E, 277.81 feet; thence S 67°29'48" E, 79.68 feet; thence N 90°00'00" E, 282.77 feet; thence N 44°59'55" E, 24.98 feet; thence N 00°00'01" E, 429.09 feet; thence N 90°00'00" W, 15.32 feet; thence N 00°00'00" E, 160.00 feet; thence N 90°00'00" E, 30.04 feet; thence N 00°00'00" E, 336.98 feet to the Point of Beginning.

## PARCEL 2


A parcel of land lying in Sections 10 and 11, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

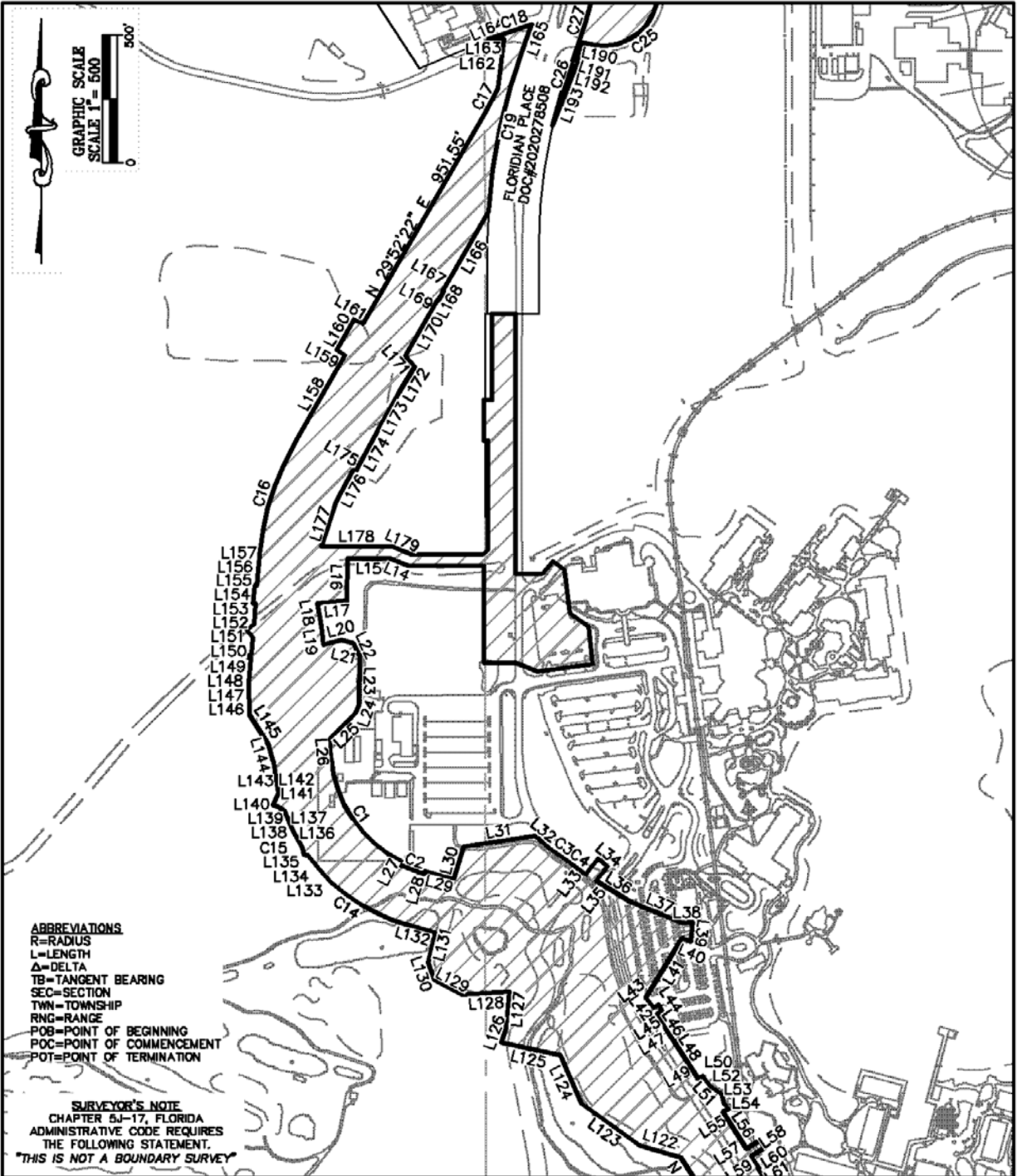
Commence at the Northwest corner of said Section 11, run along the North line of the Northwest 1/4 of said Section 11, N 89°33'37" E, 484.39 feet; thence S 00°00'00" E, 99.94 feet to a point of curvature of a curve concave Westerly having a radius of 2183.00 feet, and a central angle of 12°08'20"; thence run Southerly along the arc of said curve, 462.50 feet; to the Point of Beginning; thence N 30°21'50" E, 1869.65 feet to a point on a non-tangent curve concave Southeasterly having a radius of 660.00 feet, and a central angle of 23°23'34"; thence from a tangent bearing of N 30°18'10" E run Northeasterly along the arc of said curve, 269.47 feet; thence S 12°21'32" E, 20.04 feet to a point on a non-tangent curve concave Southerly having a radius of 630.04 feet, and a central angle of 38°00'09"; thence from a tangent bearing of N 51°59'51" E run Easterly along the arc of said curve, 417.88 feet; thence N 90°00'00" E, 1082.07 feet; thence S 00°06'11" E, 36.95 feet; thence N 89°56'38" W, 1082.97 feet to a point of curvature of a curve concave Southeasterly having a radius of 610.00 feet, and a central angle of 59°45'12"; thence run Southwesterly along the arc of said curve, 636.16 feet; thence S 30°18'10" W, 1313.25 feet to a point of curvature of a curve concave Easterly having a radius of 620.00 feet, and a central angle of 30°03'22"; thence run Southerly along the arc of said curve, 325.24 feet; thence S 00°14'49" W, 183.80 feet to a point of curvature of a curve concave Northwesterly having a radius of 210.00 feet, and a central angle of 100°31'07"; thence run Southwesterly along the arc of said curve, 368.42 feet; thence N 79°14'04" W, 49.94 feet; thence S 15°34'49" W, 37.05 feet; thence S 06°25'09" W, 46.23 feet; thence S 21°25'10" W, 265.20 feet to a point on a non-tangent curve concave Easterly having a radius of 1983.00 feet, and a central angle of 07°27'02"; thence from a tangent bearing of N 13°24'18" E run Northerly along the arc of said curve, 257.87 feet; to a point of reverse curvature of a curve concave Westerly having a radius of 2183.00 feet, and a central angle of 08°43'00"; thence run Northerly along the arc of said curve, 332.11 feet to the Point of Beginning.



ABBREVIATIONS  
 R=RADIUS  
 L=LENGTH  
 Δ=DELTA  
 TB=TANGENT BEARING  
 SEC=SECTION  
 TWN=TOWNSHIP  
 RNG=RANGE  
 POB=POINT OF BEGINNING  
 POC=POINT OF COMMENCEMENT  
 POT=POINT OF TERMINATION


SURVEYOR'S NOTE  
 CHAPTER 5J-17, FLORIDA  
 ADMINISTRATIVE CODE REQUIRES  
 THE FOLLOWING STATEMENT.  
 "THIS IS NOT A BOUNDARY SURVEY"  
 BEARINGS ARE BASED ON THE  
 E. LINE, NE 1/4, SEC. 10-24S-27E  
 AS BEING N 00°02'49" W

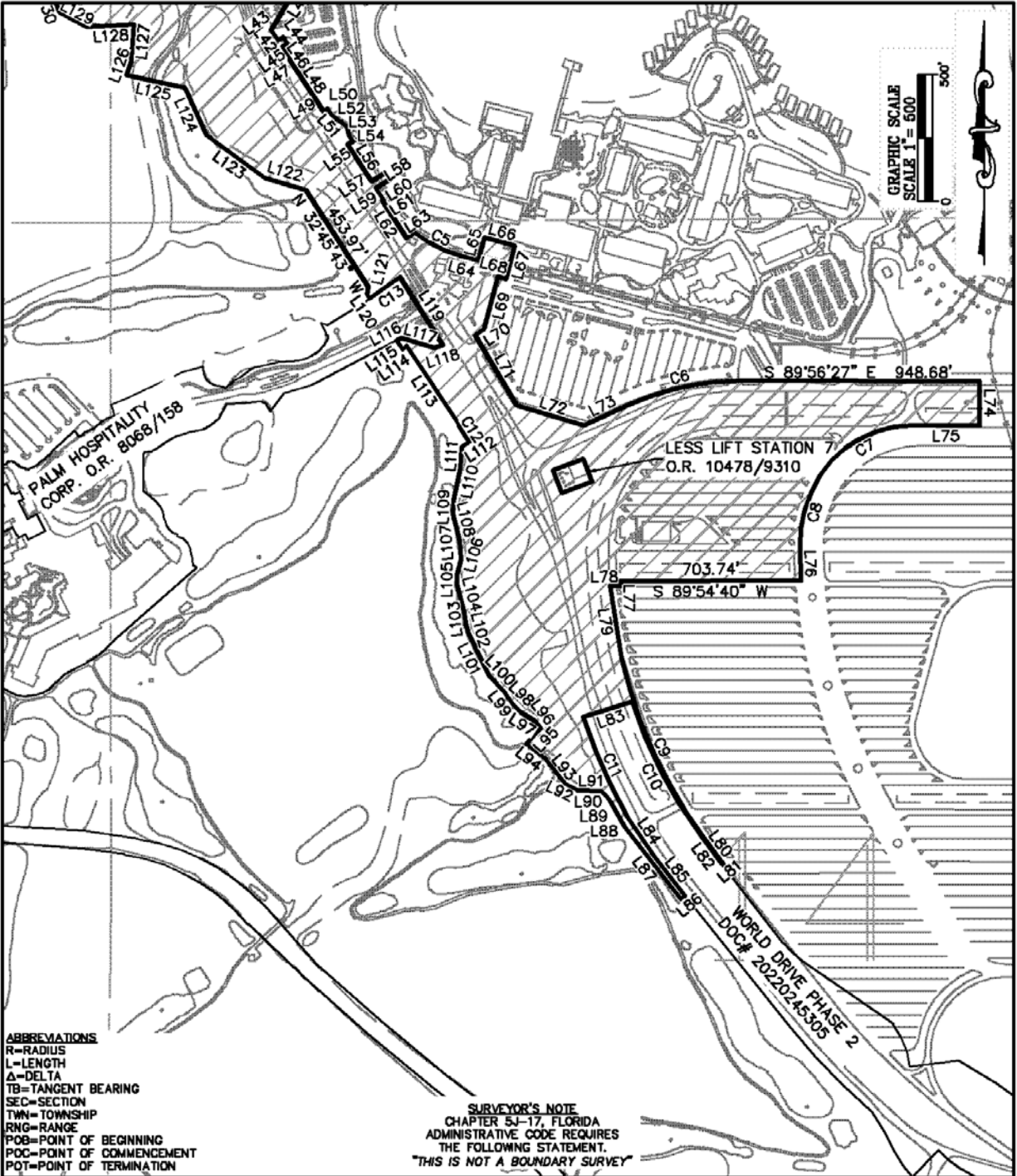
 <p><b>ACES</b>        REEDY BROOK ENERGY SERVICES</p>	<p>P.O.B. 10000        LAKE BUENA VISTA        FL. 32830-1000        PHONE 407-824-5855</p>	FILING AREA <b>OVERALL</b>	DATE: 1102/22
		PROJECT NAME <b>WORLD DRIVE PHASE 3</b>	SCALE 1" = 200'
		SURVEY TYPE <b>SKETCH OF DESCRIPTION SHEET 1 OF 6</b>	DRAWN BY: JLG
		COMMENTS <b>WDPR LAND</b>	FILENAME: 10JG210B4



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

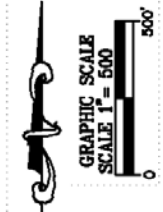
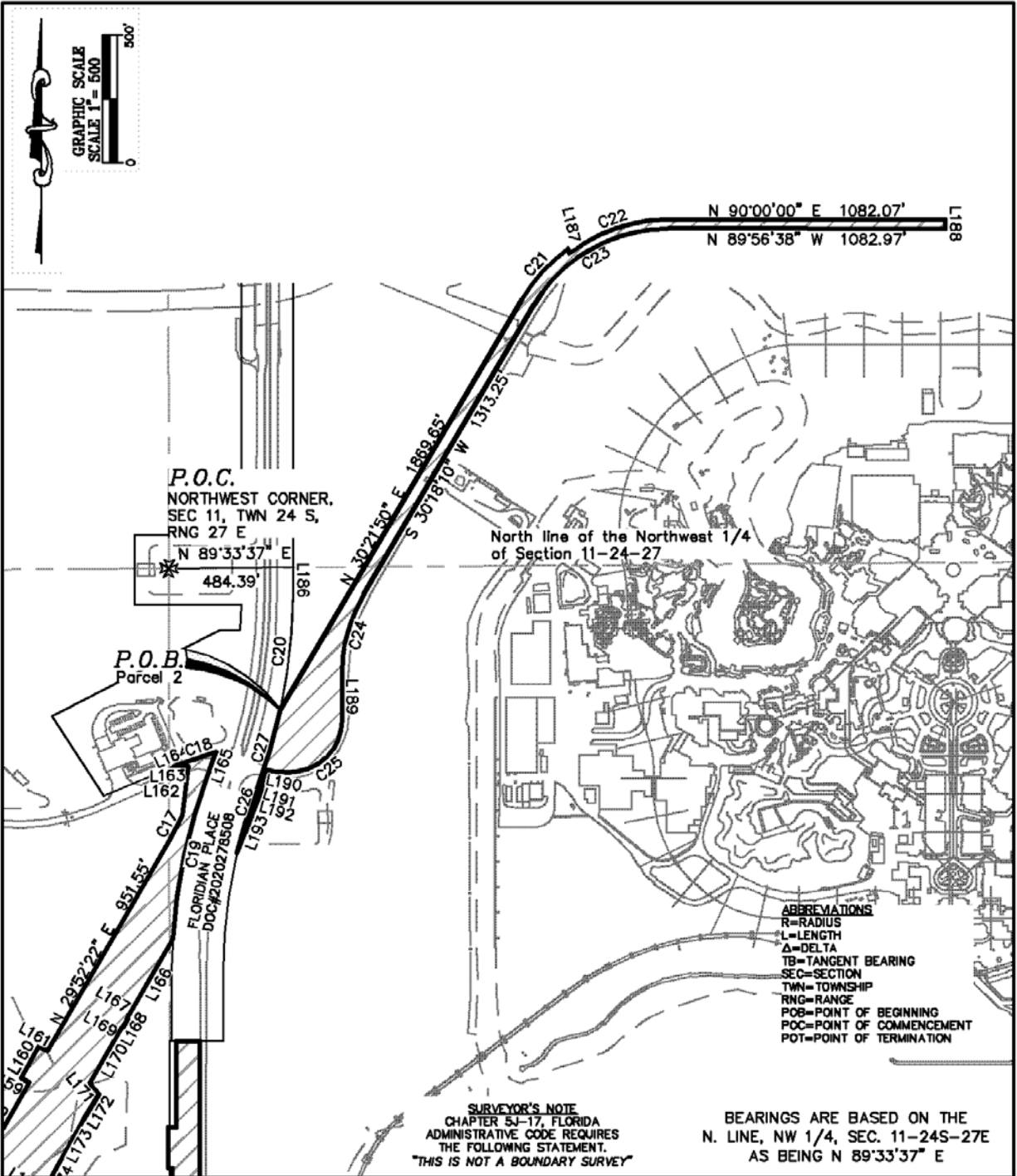
 <p> <b>ACES</b>          BEEDY BRINK ENERGY SERVICES          P.O.B. 10000          LAKE BUENA VISTA          FL 32830-1000          PHONE 407-824-5885       </p>	FILING AREA <b>OVERALL</b>	DATE: <b>8/23/22</b>
	PROJECT NAME <b>WORLD DRIVE PHASE 3</b>	SCALE <b>1" = 500'</b>
	SURVEY TYPE <b>SKETCH OF DESCRIPTION SHEET 2 OF 6</b>	DRAWN BY: <b>JLG</b>
	COMMENTS <b>WDPDR LAND</b>	FILENAME: <b>10JG21084</b>



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

	FILING AREA <b>OVERALL</b>	DATE: <b>8/23/22</b>
	PROJECT NAME <b>WORLD DRIVE PHASE 3</b>	SCALE <b>1" = 500'</b>
	SURVEY TYPE <b>SKETCH OF DESCRIPTION SHEET 3 OF 6</b>	DRAWN BY: <b>JLG</b>
	COMMENTS <b>WDPR LAND</b>	FILENAME: <b>10JG21084</b>
P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855		



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

BEARINGS ARE BASED ON THE  
 N. LINE, NW 1/4, SEC. 11-24S-27E  
 AS BEING N 89°33'37" E

	P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855	FILING AREA <b>OVERALL</b>	DATE: 8/23/22
		PROJECT NAME <b>WORLD DRIVE PHASE 3</b>	SCALE 1" = 200'
		SURVEY TYPE <b>SKETCH OF DESCRIPTION SHEET 4 OF 6</b>	DRAWN BY: JLG
		COMMENTS <b>WDPR LAND</b>	FILENAME: 10JG21084

TANGENT TABLE

LINE#	BEARING	DIST.	L66	S 74°40'25" E 122.12	L132	N 74°54'49" W 104.60
L1	N 89°58'57" E	26.68	L67	S 14°57'39" W 133.98	L133	N 80°23'44" W 0.42
L2	N 90°00'00" E	91.95	L68	N 75°02'21" W 32.29	L134	N 80°23'46" W 14.96
L3	N 90°00'00" E	105.89	L69	S 14°57'40" W 214.35	L135	N 09°48'51" W 26.72
L4	N 39°56'49" E	63.67	L70	S 56°38'53" W 41.90	L136	N 48°56'48" W 3.61
L5	S 54°31'59" E	56.99	L71	S 30°39'06" E 320.42	L137	N 57°38'56" W 14.22
L6	S 06°55'30" E	172.22	L72	S 73°33'11" E 274.67	L138	N 66°21'04" W 14.22
L7	S 53°47'35" E	89.63	L73	N 65°05'55" E 192.62	L139	N 75°03'12" W 14.22
L8	S 06°01'41" E	148.41	L74	S 00°03'33" W 173.92	L140	N 23°40'12" E 25.28
L9	S 82°17'46" W	216.50	L75	N 89°56'27" W 263.40	L141	N 23°40'12" E 26.67
L10	N 67°33'58" W	94.46	L76	S 01°35'12" E 130.43	L142	N 09°33'48" W 121.70
L11	N 90°00'00" W	121.99	L77	S 00°22'43" W 18.87	L143	N 04°44'56" W 5.60
L12	N 00°00'00" E	378.97	L78	S 88°10'59" W 40.34	L144	N 16°14'50" W 69.06
L13	N 90°00'00" W	294.27	L79	S 08°53'36" E 287.47	L145	N 32°37'32" W 137.24
L14	N 67°29'48" W	79.68	L80	S 36°14'02" E 132.89	L146	N 00°45'35" W 126.25
L15	N 89°59'58" W	165.55	L81	S 49°41'18" W 5.00	L147	N 04°46'58" E 97.47
L16	S 01°16'54" W	165.39	L82	N 36°14'16" W 133.24	L148	N 75°21'31" W 16.44
L17	S 84°32'32" W	115.25	L83	S 72°09'00" W 200.59	L149	N 54°52'19" E 21.12
L18	S 10°05'59" E	91.95	L84	S 33°32'42" E 186.56	L150	N 04°47'47" E 64.19
L19	S 06°36'17" E	73.49	L85	S 38°28'21" E 192.59	L151	N 38°54'40" W 37.10
L20	N 75°41'39" E	71.38	L86	S 49°18'53" W 21.35	L152	N 48°08'44" E 37.35
L21	S 76°39'47" E	49.67	L87	N 38°03'03" W 355.90	L153	N 04°47'47" E 80.72
L22	S 24°41'39" E	57.25	L88	N 28°57'26" W 117.22	L154	N 85°12'13" W 10.00
L23	S 01°09'56" W	190.94	L89	N 36°00'49" W 27.30	L155	N 04°47'47" E 70.28
L24	S 19°31'01" W	34.03	L90	N 44°57'22" W 26.71	L156	S 85°12'13" E 10.00
L25	S 46°11'15" W	144.96	L91	N 89°34'24" W 90.06	L157	N 04°47'47" E 122.99
L26	S 04°44'56" E	75.23	L92	N 63°46'07" W 51.14	L158	N 29°52'22" E 393.39
L27	S 27°08'37" W	15.00	L93	N 39°00'17" W 132.74	L159	N 60°07'38" W 38.92
L28	N 15°05'11" E	10.00	L94	N 51°19'38" W 94.21	L160	N 29°52'22" E 141.39
L29	S 74°54'49" E	118.53	L95	N 43°07'34" E 83.71	L161	S 60°07'38" E 38.92
L30	N 16°13'54" E	134.93	L96	N 38°08'54" W 32.63	L162	N 06°47'01" E 196.98
L31	N 81°47'34" E	281.33	L97	N 57°13'15" W 67.59	L163	S 88°18'41" W 58.74
L32	S 50°37'51" E	93.93	L98	N 44°56'52" W 45.86	L164	N 67°12'27" E 23.16
L33	N 38°29'18" E	76.38	L99	N 36°07'47" W 60.62	L165	S 19°35'30" W 87.49
L34	S 51°30'42" E	48.44	L100	N 43°44'25" W 81.68	L166	S 29°52'22" W 361.30
L35	S 38°29'18" W	71.64	L101	N 25°24'19" W 195.36	L167	S 60°11'50" E 4.13
L36	S 58°35'20" E	160.46	L102	N 13°49'45" W 36.97	L168	S 29°48'10" W 39.00
L37	S 67°54'55" E	212.84	L103	N 05°16'32" W 35.47	L169	N 60°11'50" W 4.67
L38	N 88°57'10" E	44.05	L104	N 15°04'10" W 117.48	L170	S 29°45'54" W 251.65
L39	S 06°55'27" W	76.63	L105	N 00°05'09" E 38.33	L171	S 39°35'48" E 57.07
L40	N 65°54'07" W	36.44	L106	N 14°39'07" E 61.80	L172	S 31°06'43" W 115.34
L41	S 31°09'46" W	273.94	L107	N 04°14'24" W 73.87	L173	S 29°10'09" W 155.88
L42	S 36°19'39" E	50.10	L108	N 13°26'06" W 106.32	L174	S 28°40'22" W 199.95
L43	N 54°44'50" E	22.83	L109	N 01°18'30" E 55.76	L175	N 60°26'11" W 10.00
L44	S 34°38'54" E	27.14	L110	N 12°07'16" E 128.23	L176	S 28°40'22" W 140.77
L45	S 55°21'06" W	22.69	L111	N 03°37'49" E 84.64	L177	S 17°55'52" W 185.78
L46	S 33°21'07" E	62.50	L112	N 56°19'00" E 37.60	L178	S 89°59'58" E 277.81
L47	S 59°10'50" W	4.93	L113	N 33°30'45" W 373.69	L179	S 67°29'48" E 79.68
L48	S 32°45'43" E	239.07	L114	S 56°16'51" W 21.13	L180	N 90°00'00" E 282.77
L49	N 61°03'28" E	20.33	L115	N 33°22'37" W 40.52	L181	N 44°59'55" E 24.98
L50	S 35°31'08" E	27.22	L116	N 62°12'22" E 20.56	L182	N 90°00'00" W 15.32
L51	S 42°14'06" E	24.20	L117	S 73°29'52" E 134.04	L183	N 00°00'00" E 160.00
L52	S 55°04'04" E	51.00	L118	N 74°16'09" E 35.75	L184	N 90°00'00" E 30.04
L53	S 15°46'05" E	42.41	L119	N 32°02'04" W 315.59	L185	N 00°00'00" E 336.98
L54	S 39°17'24" E	21.86	L120	N 32°45'43" W 20.45	L186	S 00°00'00" E 99.94
L55	S 57°14'17" W	25.03	L121	N 12°31'38" E 28.14	L187	S 12°21'32" E 20.04
L56	S 32°45'43" E	171.68	L122	N 73°22'54" W 166.18	L188	S 00°06'11" E 36.95
L57	N 57°14'17" E	62.91	L123	N 53°55'16" W 282.40	L189	S 00°14'49" W 183.80
L58	S 32°50'46" E	33.35	L124	N 23°53'14" W 205.71	L190	N 79°14'04" W 49.94
L59	S 57°14'17" W	62.96	L125	N 77°46'14" W 234.94	L191	S 15°34'49" W 37.05
L60	S 32°45'43" E	55.96	L126	N 18°16'04" E 57.33	L192	S 06°25'09" W 46.23
L61	S 57°14'18" W	5.00	L127	N 04°58'12" E 145.67	L193	S 21°25'10" W 265.20
L62	S 32°45'43" E	173.79	L128	S 86°44'17" W 185.69		
L63	N 57°14'17" E	37.97	L129	N 62°17'54" W 121.92		
L64	S 74°40'25" E	73.61	L130	N 18°41'57" W 74.46		
L65	N 14°57'40" E	93.55	L131	N 14°27'40" E 119.38		



P.O.B. 10000  
LAKE BUENA VISTA  
FL 32830-1000  
PHONE 407-824-5885

FLING AREA  
**OVERALL**

PROJECT NAME  
**WORLD DRIVE PHASE 3**

SURVEY TYPE  
**SKETCH OF DESCRIPTION SHEET 5 OF 6**

COMMENTS  
**WDPR LAND**

DATE:  
8/23/22

SCALE  
1" = 500'

DRAWN BY:  
JLG

FILENAME:  
10JG21084



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	500.00	58° 40' 50"	512.08	
C2	515.00	11° 30' 03"	103.37	S 63° 24' 46" E
C3	507.93	09° 45' 45"	86.55	S 50° 30' 17" E
C4	305.00	12° 56' 00"	68.85	
C5	511.38	22° 24' 26"	199.99	S 52° 15' 58" E
C6	1000.00	24° 57' 38"	435.64	
C7	427.56	56° 52' 00"	424.36	
C8	496.75	34° 46' 45"	301.53	
C9	1864.00	23° 42' 58"	771.55	S 12° 31' 04" E
C10	1869.00	18° 23' 02"	599.69	N 36° 14' 02" W
C11	2106.33	11° 43' 19"	430.92	S 18° 02' 01" E
C12	1944.00	02° 11' 00"	74.08	N 31° 19' 44" W
C13	2915.08	02° 51' 40"	145.56	S 53° 13' 03" W
C14	725.00	39° 13' 07"	496.26	
C15	725.00	13° 00' 49"	164.67	N 32° 55' 48" W
C16	1064.00	25° 04' 35"	465.68	
C17	1958.00	03° 16' 50"	112.11	
C18	1158.02	07° 37' 33"	154.13	
C19	2183.00	17° 36' 28"	670.86	S 20° 51' 21" W
C20	2183.00	12° 08' 20"	462.50	
C21	660.00	23° 23' 34"	269.47	N 30° 18' 10" E
C22	630.04	38° 00' 09"	417.88	N 51° 59' 51" E
C23	610.00	59° 45' 12"	636.16	
C24	620.00	30° 03' 22"	325.24	
C25	210.00	100° 31' 07"	368.42	
C26	1983.00	07° 27' 02"	257.87	N 13° 24' 18" E
C27	2183.00	08° 43' 00"	332.11	



P.O.B. 10000  
LAKE BUENA VISTA  
FL 32830-1000  
PHONE 407-824-5855

FILING AREA  
**OVERALL**

PROJECT NAME  
**WORLD DRIVE PHASE 3**

SURVEY TYPE  
**SKETCH OF DESCRIPTION SHEET 6 OF 6**

COMMENTS  
**WDPR LAND**

DATE:  
**8/23/22**

SCALE  
**1" = 500'**

DRAWN BY:  
**JLG**

FILENAME:  
**10JG21084**

**EXHIBIT B**

**PALM LAND**

DESCRIPTION

A parcel of land lying in Section 14, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 14, run along the West line of the Northwest 1/4 of said Section 14, S 00°01'10" E, 287.36 feet; thence N 89°58'50" E, 1029.13 feet to a point on the Northerly line of a boundary line agreement recorded in Official Records Book 8068, Page 158 of the Public Records of Orange County Florida and the Point of Beginning; thence S 32°45'43" E, 74.93 feet; thence S 77°28'22" E, 34.14 feet; thence S 33°30'45" E, 128.39 feet to a point on the Southerly line of aforesaid boundary line agreement; thence run along said boundary line the following two courses; N 73°29'52" W, 39.79 feet; S 62°12'22" W, 215.11 feet; thence N 33°04'24" W, 180.92 feet to a point on the Northerly line of said boundary line agreement and a non-tangent curve concave Northwesterly having a radius of 2915.08 feet, and a central angle of 04°14'16"; thence from a tangent bearing of N 59°55'23" E run Northeasterly along the arc of said curve and boundary line, 215.61 feet to the Point of Beginning, containing 43529 square feet, more or less.

**P.O.C.**  
NORTHWEST CORNER,  
SEC 14, TWN 24 S, RNG 27 E

N  
00°01'10" W  
287.36'

North line of the Northwest 1/4  
of Section 14-24-27

N 89°58'50" E 1029.13'

**P.O.B.**  
43529 SQ. Feet±

NORTHERLY LINE  
BOUNDARY LINE  
AGREEMENT  
O.R. BOOK 8068/158

GRAPHIC SCALE  
SCALE 1" = 200'

PALM HOSPITALITY COMPANY

NORTHERLY LINE

FLORIDIAN WAY  
PROPOSED R/W LINE

TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 32°45'43" E	74.93
L2	S 77°28'22" E	34.14
L3	S 33°30'45" E	128.39
L4	N 73°29'52" W	39.79

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	2915.08	04°14'16"	215.61	N 59°55'23" E



DocuSigned by:  
**Jeff Green**  
F97A464D3A7549E...

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

This document has been electronically signed using a digital signature in compliance with F.A.C. 5J-17.602(3). Printed copies of this document are not considered signed and the e-signature must be verified on any electronic copies. The seal appearing on this document was authorized by Jeff L. Green P.S.M. 5357.

Reedy Creek Energy Services, LB 7714  
5286 Center Drive, Bay Lake, Florida 32830-1000

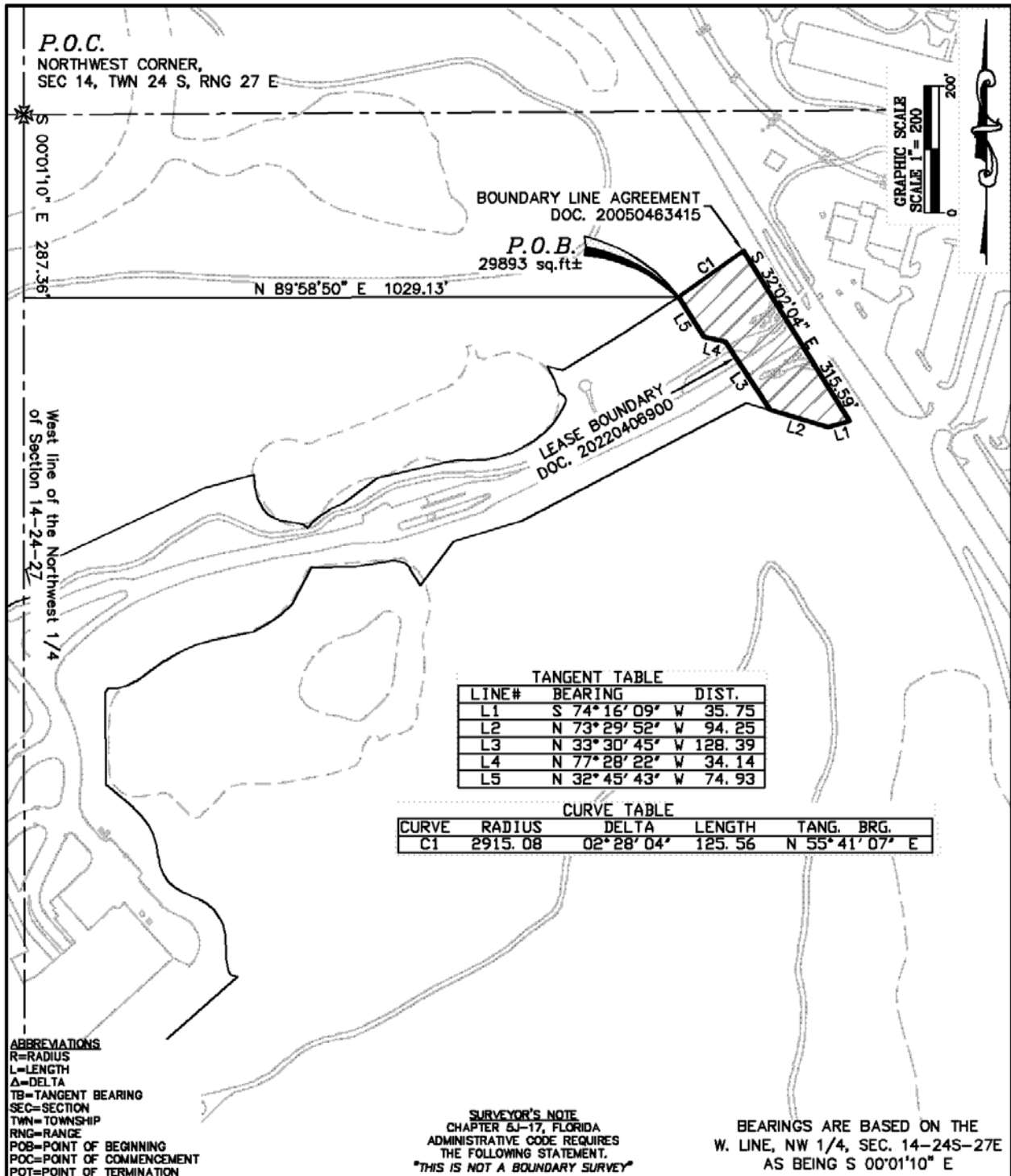
**SURVEYOR'S NOTE**  
CHAPTER 5J-17, FLORIDA  
ADMINISTRATIVE CODE REQUIRES  
THE FOLLOWING STATEMENT.  
"THIS IS NOT A BOUNDARY SURVEY"


BEARINGS ARE BASED ON THE  
W. LINE, NW 1/4 SEC. 14-24S-27E  
AS BEING S 00°01'10" E

	FILING AREA <b>OVERALL</b>	DATE: 4/11/22
	PROJECT NAME <b>WORLD DRIVE NORTH PHASE 3 T.C.E.</b>	SCALE: 1" = 200'
	SURVEY TYPE <b>SKETCH OF DESCRIPTION</b>	DRAWN BY: JLG
	COMMENTS	FILENAME: 10JG22025
	P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE (407)560-7838	

A parcel of land lying in Section 14, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 14, run along the West line of the Northwest 1/4 of said Section 14, S 00°01'10" E, 287.36 feet; thence N 89°58'50" E, 1029.13 feet to the Northeasterly most corner of a Ground Lease described in instrument number 20220406900 of the Public Records of Orange County Florida, and the Point of Beginning; said point being a point on a non-tangent curve concave Northwesterly having a radius of 2915.08 feet, and a central angle of 02°28'04"; thence from a tangent bearing of N 55°41'07" E run Northeasterly along the arc of said curve and a Boundary line Agreement as described in instrument number 20050463415 of the Public Records of Orange County Florida, 125.56 feet; thence continue along said Boundary line Agreement the following three courses: S 32°02'04" E, 315.59 feet; S 74°16'09" W, 35.75 feet; N 73°29'52" W, 94.25 feet to a point on the aforementioned Ground Lease; thence run along said Ground Lease the following courses; N 33°30'45" W, 128.39 feet; N 77°28'22" W, 34.14 feet; N 32°45'43" W, 74.93 feet to the Point of Beginning. Containing 29893 square feet, more or less.



 <p><b>RCES</b> READY BREEK ENERGY SERVICES</p> <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	FILING AREA <b>OVERALL</b>	DATE: 11/16/22
	PROJECT NAME <b>WORLD DRIVE PHASE 3</b>	SCALE 1" = 200'
	SURVEY TYPE <b>SKETCH OF DESCRIPTION</b>	DRAWN BY: JLG
	COMMENTS <b>PALM HOSPITALITY LAND</b>	FILENAME: 10JG22042

## EXHIBIT C

### FORM OF TEMPORARY CONSTRUCTION EASEMENT OVER WDPR LAND

#### 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 **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attention: Legal Department – Real Estate (“**Grantor**”), and the **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 (“**Grantee**”).

#### WITNESSETH:

**WHEREAS**, Grantor is the fee owner of certain real property located in Orange County, Florida described on Exhibit "A" (the "**Easement Area**") and

**WHEREAS**, Grantee desires to obtain a non-exclusive easement on, over, under and across the Easement Area for the purpose of: (i) performing work related to the expansion of the right-of-way of Floridian Way, including, but not necessarily limited to, designing, engineering, permitting, constructing and developing temporary and permanent driveway, roadway, utility, hardscaping, landscaping, drainage, directional signage, replacement monument and identification signage and associated landscaping, removal of sidewalks and other improvements associated with the same (the “**Right-of-Way Expansion Project**”); and, in connection therewith (ii) access to and from the Easement Area, over and through the right-of-way of Floridian Way as the same exists from time-to-time during the term of this Temporary Easement Agreement and adjacent roads, alleys, sidewalks and other portions of Grantor’s property that Grantor may designate from time to time (items (i) and (ii) hereinabove are sometimes referred to as the “**Permitted Use(s)**”); and

**WHEREAS**, Grantor agrees to grant to Grantee a non-exclusive temporary easement on, over, under the Easement Area, 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 on, over, under and across the Easement Area and a twenty (20) foot buffer zone contiguous to the Easement Area solely for the Permitted Use(s) and for no other purpose whatsoever. Grantee’s rights in connection therewith (and the Permitted Use) shall include the right to maintain: temporary parking, construction facilities (including, without limitation, laydown/storage of construction equipment and materials), and chillers (serving hotels and other properties in the vicinity of the Easement Area) on, over, under and across (as applicable) the Easement Area, but Grantee shall not use the Easement Area for storage or laydown of goods, equipment or materials other than those applicable to the performance of the Right-of-Way Expansion Project. This Temporary Easement Agreement shall terminate upon the sixtieth (60) day after

completion of the Right-of-Way Expansion Project within the Easement Area (the “**Termination Date**”). This Temporary Easement Agreement and the 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 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 Temporary Easement Agreement or Grantee’s use of the Easement Area pursuant hereto. Furthermore, except for temporary and permanent facilities and improvements constructed by Grantee on, over, under and across (as applicable) the Easement Area in connection the Right-of-Way Expansion Project, no new facilities or improvements shall be constructed on the Easement Area by Grantee 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 (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 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; and

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

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

a) take reasonable measures so as to not unreasonably interfere with any existing 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;

b) take reasonable measures so as to not unreasonably 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;

c) 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;

d) 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 any adjoining property (“**Hazardous Materials Activities**”). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, invitees, successors, or assigns. 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 adjoining property caused by Grantee, its employees, agents or contractors;

e) after completion of the Right-of-Way Expansion Project, at its sole cost and expense and in a safe, good and workmanlike manner, remove any temporary improvements and equipment placed on, over, under and across (as applicable) the Easement Area prior to the Termination Date; and

f) not permit any lien to be filed against the Easement Area or any adjoining 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 any adjoining property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or any adjoining 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 thirty (30) days after written notice thereof is given by Grantor, or, in the case of a default which cannot with due diligence be cured within thirty (30) days, Grantee fails to commence such cure promptly within such thirty (30) day period and thereafter diligently prosecute such cure to completion (and, in any event, no later than one hundred twenty (120) days after the initial notice thereof from Grantor to Grantee, subject to an event of force majeure); *provided, however,* that Grantee shall be entitled to such notice and opportunity to cure on account of any failure of the same or substantially similar type under this Paragraph 6 only three (3) times during any twelve (12) calendar month period, and any subsequent breach or failure of the same or similar type during such twelve (12) calendar month period shall automatically constitute a default without the giving by Grantor of any notice or opportunity to cure whatsoever, then 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 Truist Bank; 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 successors, assigns, 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 by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall, to the extent allowed by law, hereby release, indemnify, defend, and hold harmless Grantor 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 Grantor in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or adjoining property by Grantee (its successors, assigns, 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 successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or adjoining property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its successors, assigns, 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 adjoining property; (iv) the negligent or willful acts or omissions of Grantee (its successors, assigns, 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 successors, assigns, employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its successors, assigns, 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 successors, assigns, employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its successors, assigns, 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 Grantor 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 Grantor. 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. For the purposes of this Paragraph 7, Grantor shall be defined as the Grantor in the preamble to this Temporary Easement Agreement and its affiliates.

**b)** If Grantor becomes subject to any claim as to which Grantee is obligated to indemnify such Grantor as aforesaid:

**i)** 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 copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor 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 without any obligation on the part of Grantor 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 Grantor 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 willful misconduct).

d) Notwithstanding the foregoing, and to the extent applicable to any other provision of this Temporary Easement Agreement (including, but not limited to, Paragraphs 5, 6, 8 and 10), nothing contained herein shall constitute a waiver by Grantee of its rights of sovereign immunity and/or of the provisions of Chapter 768, Florida Statutes, or be deemed to constitute an agreement by Grantee to assume any liability for the acts, omissions, and/or negligence of Grantor. The provisions of this Paragraph 7c) shall survive the expiration of the term of this Temporary Easement Agreement or sooner termination of this Temporary Easement Agreement.

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee shall require all its contractors performing work within the Easement Area to carry, at no cost or expense to Grantor, the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Two Million Dollars (\$2,000,000.00) 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 Grantee and 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, and be primary and non-contributory. 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 that Grantor shall not 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 the use of or activities of Grantor (or its employees, contractors, agents, grantees, representatives, and invitees) 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: Walt Disney Parks and Resorts U.S., Inc.  
1375 Buena Vista Drive  
Lake Buena Vista, Florida 32830  
Attn: \_\_\_\_\_  
Facsimile: ( \_\_ ) \_\_\_\_\_

With a copy to: Walt Disney Parks and Resorts U.S., Inc.  
1375 Buena Vista Drive  
Lake Buena Vista, Florida 32830  
Attention: Chief Counsel – Legal Department

If to Grantee: 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: Milgrim Law Group  
3216 Corrine Drive  
Orlando, FL 32803  
Attn: Edward Milgrim, Esq.

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 Temporary Easement Agreement. THE PARTIES EXPRESSLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY MATTERS ARISING UNDER AND/OR IN CONNECTION WITH THIS TEMPORARY EASEMENT AGREEMENT AND/OR THE EASEMENT AREA.

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, successors and assigns.

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK-- SIGNATURES  
APPEAR ON THE 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 GRANTOR:

**GRANTOR:**

**WALT DISNEY PARKS AND RESORTS U.S., INC.**,  
a Florida corporation

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name) By: \_\_\_\_\_

(Signature)

\_\_\_\_\_ (Print Name) \_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Signature)

Its: \_\_\_\_\_ (Title)

\_\_\_\_\_ (Print Name)

Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Temporary Easement Agreement was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of January, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation, on behalf thereof. (S)He is  personally known to me or  produced \_\_\_\_\_ as identification. (If not otherwise specified, then personally known.)

\_\_\_\_\_  
Signature of Notary Public-State of Florida

(AFFIX STAMP)

WITNESSES TO GRANTEE:

**GRANTEE:**

**REEDY CREEK IMPROVEMENT DISTRICT**, a

public

\_\_\_\_\_ (Signature) corporation and public body corporate and politic of  
the State of Florida

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Signature) By: \_\_\_\_\_  
(Signature)

John H. Classe, Jr., District Administrator

\_\_\_\_\_ (Print Name)

Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Temporary Easement Agreement was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of January, 2023, by John H. Classe, Jr., as District Administrator of REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is personally known to me.

\_\_\_\_\_  
Signature of Notary Public-State of Florida

(AFFIX STAMP)

TCE (No Permanent) RCID as Grantee 03-2016

**EXHIBIT "A"**

**Description of the Easement Area**

**PARCEL 1**

A parcel of land lying in Sections 10, 11 and 14, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the East Quarter corner of said Section 10, run along the East line of the Northeast 1/4 of said Section 10, N 00°02'49" W, 795.13 feet; thence N 89°58'57" E, 26.68 feet to the Point of Beginning; thence N 90°00'00" E, 91.95 feet; thence S 00°00'00" E, 1019.98 feet; thence N 90°00'00" E, 105.89 feet; thence N 39°56'49" E, 63.67 feet; thence S 54°31'59" E, 56.99 feet; thence S 06°55'30" E, 172.22 feet; thence S 53°47'35" E, 89.63 feet; thence S 06°01'41" E, 148.41 feet; thence S 82°17'46" W, 216.50 feet; thence N 67°33'58" W, 94.46 feet; thence N 90°00'00" W, 121.99 feet; thence N 00°00'00" E, 378.97 feet; thence N 90°00'00" W, 294.27 feet; thence N 67°29'48" W, 79.68 feet; thence N 89°59'58" W, 165.55 feet; thence S 01°16'54" W, 165.39 feet; thence S 84°32'32" W, 115.25 feet; thence S 10°05'59" E, 91.95 feet; thence S 06°36'17" E, 73.49 feet; thence N 75°41'39" E, 71.38 feet; thence S 76°39'47" E, 49.67 feet; thence S 24°41'39" E, 57.25 feet; thence S 01°09'56" W, 190.94 feet; thence S 19°31'01" W, 34.03 feet; thence S 46°11'15" W, 144.96 feet; thence S 04°44'56" E, 75.23 feet to a point of curvature of a curve concave Northeasterly having a radius of 500.00 feet, and a central angle of 58°40'50"; thence run Southeasterly along the arc of said curve, 512.08 feet; thence S 27°08'37" W, 15.00 feet to a point on a non-tangent curve concave Northerly having a radius of 515.00 feet, and a central angle of 11°30'03"; thence from a tangent bearing of S 63°24'46" E run Easterly along the arc of said curve, 103.37 feet; thence N 15°05'11" E, 10.00 feet; thence S 74°54'49" E, 118.53 feet; thence N 16°13'54" E, 134.93 feet; thence N 81°47'34" E, 281.33 feet; thence S 50°37'51" E, 93.93 feet to a point on a non-tangent curve concave Northeasterly having a radius of 507.93 feet, and a central angle of 09°45'45"; thence from a tangent bearing of S 50°30'17" E run Southeasterly along the arc of said curve, 86.55 feet; to a point of reverse curvature of a curve concave Southwesterly having a radius of 305.00 feet, and a central angle of 12°56'00"; thence run Southeasterly along the arc of said curve, 68.85 feet; thence N 38°29'18" E, 76.38 feet; thence S 51°30'42" E, 48.44 feet; thence S 38°29'18" W, 71.64 feet; thence S 58°35'20" E, 160.46 feet; thence S 67°54'55" E, 212.84 feet; thence N 88°57'10" E, 44.05 feet; thence S 06°55'27" W, 76.63 feet; thence N 65°54'07" W, 36.44 feet; thence S 31°09'46" W, 273.94 feet; thence S 36°19'39" E, 50.10 feet; thence N 54°44'50" E, 22.83 feet; thence S 34°38'54" E, 27.14 feet; thence S 55°21'06" W, 22.69 feet; thence S 33°21'07" E, 62.50 feet; thence S 59°10'50" W, 4.93 feet; thence S 32°45'43" E, 239.07 feet; thence N 61°03'28" E, 20.33 feet; thence S 35°31'08" E, 27.22 feet; thence S 42°14'06" E, 24.20 feet; thence S 55°04'04" E, 51.00 feet; thence S 15°46'05" E, 42.41 feet; thence S 39°17'24" E, 21.86 feet; thence S 57°14'17" W, 25.03 feet; thence S 32°45'43" E, 171.68 feet; thence N 57°14'17" E, 62.91 feet; thence S 32°50'46" E, 33.35 feet; thence S 57°14'17" W, 62.96 feet; thence S 32°45'43" E, 55.96 feet; thence S 57°14'18" W, 5.00 feet; thence S 32°45'43" E, 173.79 feet; thence N 57°14'17" E, 37.97 feet to a point on a non-tangent curve concave Northeasterly having a radius of 511.38 feet, and a central angle of 22°24'26"; thence from a tangent bearing of S 52°15'58" E run Southeasterly along the arc of said curve, 199.99 feet; thence S 74°40'25" E, 73.61 feet; thence N 14°57'40" E, 93.55 feet; thence S 74°40'25" E, 122.12 feet; thence S 14°57'39" W, 133.98 feet; thence N 75°02'21" W, 32.29 feet; thence S 14°57'40" W, 214.35 feet; thence S 56°38'53" W, 41.90 feet; thence S 30°39'06" E, 320.42 feet; thence S 73°33'11" E, 274.67 feet; thence N 65°05'55" E, 192.62 feet to a point of curvature of a curve concave Southerly having a radius of 1000.00 feet, and a central angle of 24°57'38"; thence run Easterly along the arc of said curve, 435.64 feet; thence S 89°56'27" E, 948.68 feet; thence S 00°03'33" W, 173.92 feet; thence N 89°56'27" W, 263.40 feet to a point of curvature of a curve concave Southeasterly having a radius of 427.56 feet, and a central angle of 56°52'00"; thence run Southwesterly along the arc of said curve, 424.36 feet; to a point of compound curvature of a curve concave Easterly having a radius of 496.75 feet, and a

central angle of 34°46'45"; thence run Southerly along the arc of said curve, 301.53 feet; thence S 01°35'12" E, 130.43 feet; thence S 89°54'40" W, 703.74 feet; thence S 00°22'43" W, 18.87 feet; thence S 88°10'59" W, 40.34 feet; thence S 08°53'36" E, 287.47 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1864.00 feet, and a central angle of 23°42'58"; thence from a tangent bearing of S 12°31'04" E run Southeasterly along the arc of said curve, 771.55 feet; thence S 36°14'02" E, 132.89 feet; thence S 49°41'18" W, 5.00 feet; thence N 36°14'16" W, 133.24 feet to a point on a non-tangent curve concave Northeasterly having a radius of 1869.00 feet, and a central angle of 18°23'02"; thence from a tangent bearing of N 36°14'02" W run Northwesterly along the arc of said curve, 599.69 feet; thence S 72°09'00" W, 200.59 feet to a point on a non-tangent curve concave Northeasterly having a radius of 2106.33 feet, and a central angle of 11°43'19"; thence from a tangent bearing of S 18°02'01" E run Southeasterly along the arc of said curve, 430.92 feet; thence S 33°32'42" E, 186.56 feet; thence S 38°28'21" E, 192.59 feet; thence S 49°18'53" W, 21.35 feet; thence N 38°03'03" W, 355.90 feet; thence N 28°57'26" W, 117.22 feet; thence N 36°00'49" W, 27.30 feet; thence N 44°57'22" W, 26.71 feet; thence N 89°34'24" W, 90.06 feet; thence N 63°46'07" W, 51.14 feet; thence N 39°00'17" W, 132.74 feet; thence N 51°19'38" W, 94.21 feet; thence N 43°07'34" E, 83.71 feet; thence N 38°08'54" W, 32.63 feet; thence N 57°13'15" W, 67.59 feet; thence N 44°56'52" W, 45.86 feet; thence N 36°07'47" W, 60.62 feet; thence N 43°44'25" W, 81.68 feet; thence N 25°24'19" W, 195.36 feet; thence N 13°49'45" W, 36.97 feet; thence N 05°16'32" W, 35.47 feet; thence N 15°04'10" W, 117.48 feet; thence N 00°05'09" E, 38.33 feet; thence N 14°39'07" E, 61.80 feet; thence N 04°14'24" W, 73.87 feet; thence N 13°26'06" W, 106.32 feet; thence N 01°18'30" E, 55.76 feet; thence N 12°07'16" E, 128.23 feet; thence N 03°37'49" E, 84.64 feet; thence N 56°19'00" E, 37.60 feet to a point on a non-tangent curve concave Southwesterly having a radius of 1944.00 feet, and a central angle of 02°11'00"; thence from a tangent bearing of N 31°19'44" W run Northwesterly along the arc of said curve, 74.08 feet; thence N 33°30'45" W, 373.69 feet; thence S 56°16'51" W, 21.13 feet; thence N 33°22'37" W, 40.52 feet; thence N 62°12'22" E, 20.56 feet; thence S 73°29'52" E, 134.04 feet; thence N 74°16'09" E, 35.75 feet; thence N 32°02'04" W, 315.59 feet to a point on a non-tangent curve concave Northwesterly having a radius of 2915.08 feet, and a central angle of 02°51'40"; thence from a tangent bearing of S 53°13'03" W run Southwesterly along the arc of said curve, 145.56 feet; thence N 32°45'43" W, 20.45 feet; thence N 12°31'38" E, 28.14 feet; thence N 32°45'43" W, 453.97 feet; thence N 73°22'54" W, 166.18 feet; thence N 53°55'16" W, 282.40 feet; thence N 23°53'14" W, 205.71 feet; thence N 77°46'14" W, 234.94 feet; thence N 18°16'04" E, 57.33 feet; thence N 04°58'12" E, 145.67 feet; thence S 86°44'17" W, 185.69 feet; thence N 62°17'54" W, 121.92 feet; thence N 18°41'57" W, 74.46 feet; thence N 14°27'40" E, 119.38 feet; thence N 74°54'49" W, 104.60 feet to a point of curvature of a curve concave Northeasterly having a radius of 725.00 feet, and a central angle of 39°13'07"; thence run Northwesterly along the arc of said curve, 496.26 feet; thence N 80°23'44" W, 0.42 feet; thence N 80°23'46" W, 14.96 feet; thence N 09°48'51" W, 26.72 feet to a point on a non-tangent curve concave Northeasterly having a radius of 725.00 feet, and a central angle of 13°00'49"; thence from a tangent bearing of N 32°55'48" W run Northwesterly along the arc of said curve, 164.67 feet; thence N 48°56'48" W, 3.61 feet; thence N 57°38'56" W, 14.22 feet; thence N 66°21'04" W, 14.22 feet; thence N 75°03'12" W, 14.22 feet; thence N 23°40'12" E, 25.28 feet; thence N 23°40'12" E, 26.67 feet; thence N 09°33'48" W, 121.70 feet; thence N 04°44'56" W, 5.60 feet; thence N 16°14'50" W, 69.06 feet; thence N 32°37'32" W, 137.24 feet; thence N 00°45'35" W, 126.25 feet; thence N 04°46'58" E, 97.47 feet; thence N 75°21'31" W, 16.44 feet; thence N 54°52'19" E, 21.12 feet; thence N 04°47'47" E, 64.19 feet; thence N 38°54'40" W, 37.10 feet; thence N 48°08'44" E, 37.35 feet; thence N 04°47'47" E, 80.72 feet; thence N 85°12'13" W, 10.00 feet; thence N 04°47'47" E, 70.28 feet; thence S 85°12'13" E, 10.00 feet; thence N 04°47'47" E, 122.99 feet to a point of curvature of a curve concave Easterly having a radius of 1064.00 feet, and a central angle of 25°04'35"; thence run Northerly along the arc of said curve, 465.68 feet; thence N 29°52'22" E, 393.39 feet; thence N 60°07'38" W, 38.92 feet; thence N 29°52'22" E, 141.39 feet; thence S 60°07'38" E, 38.92 feet; thence N 29°52'22" E, 951.55 feet to a point of curvature of a curve concave Northwesterly having a radius of 1958.00 feet, and a central angle of 03°16'50"; thence run Northeasterly along the arc of said curve, 112.11 feet; thence N 06°47'01" E, 196.98 feet; thence S 88°18'41" W, 58.74 feet; thence N 67°12'27" E, 23.16 feet to a point of curvature of a curve concave Southerly having a radius

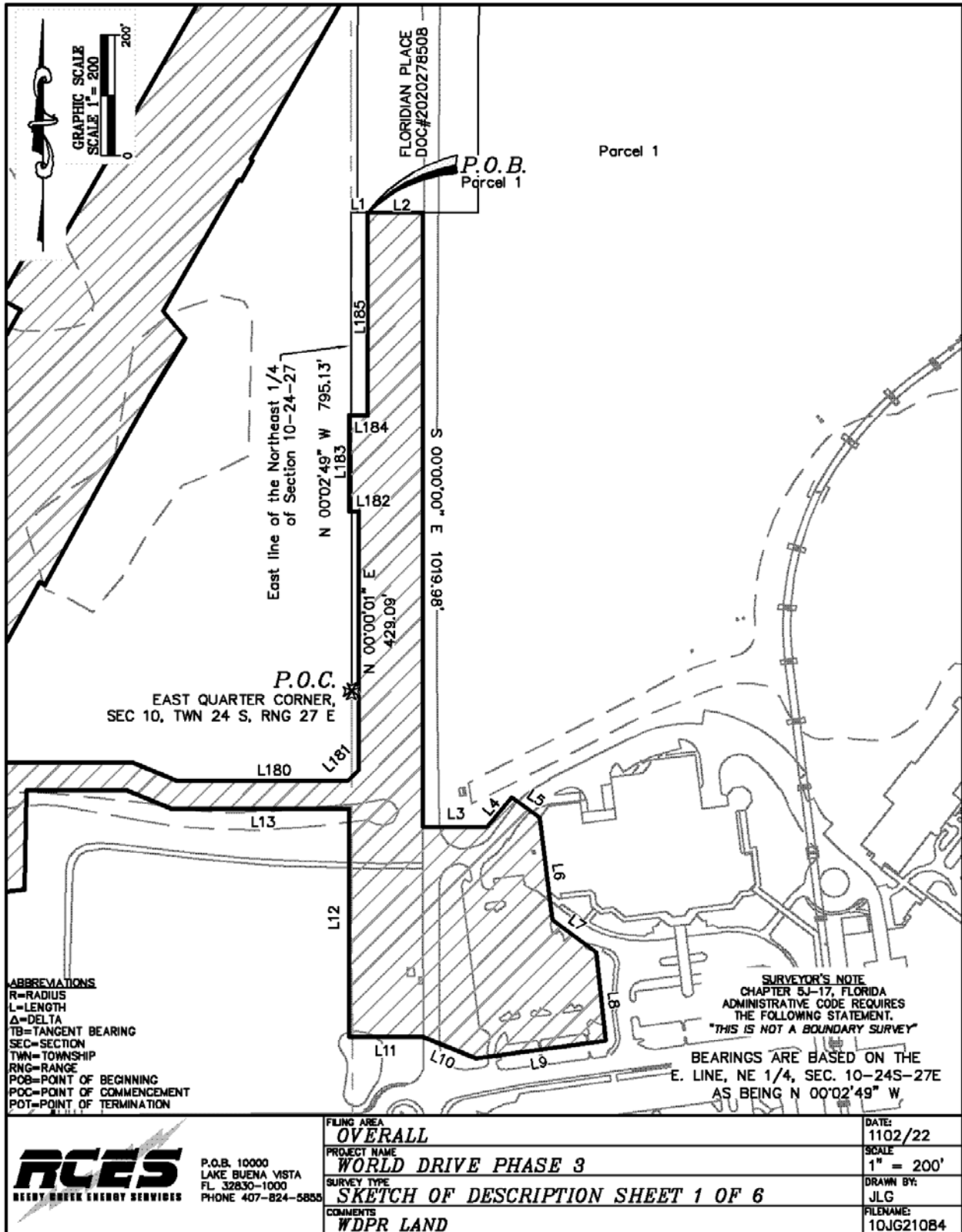


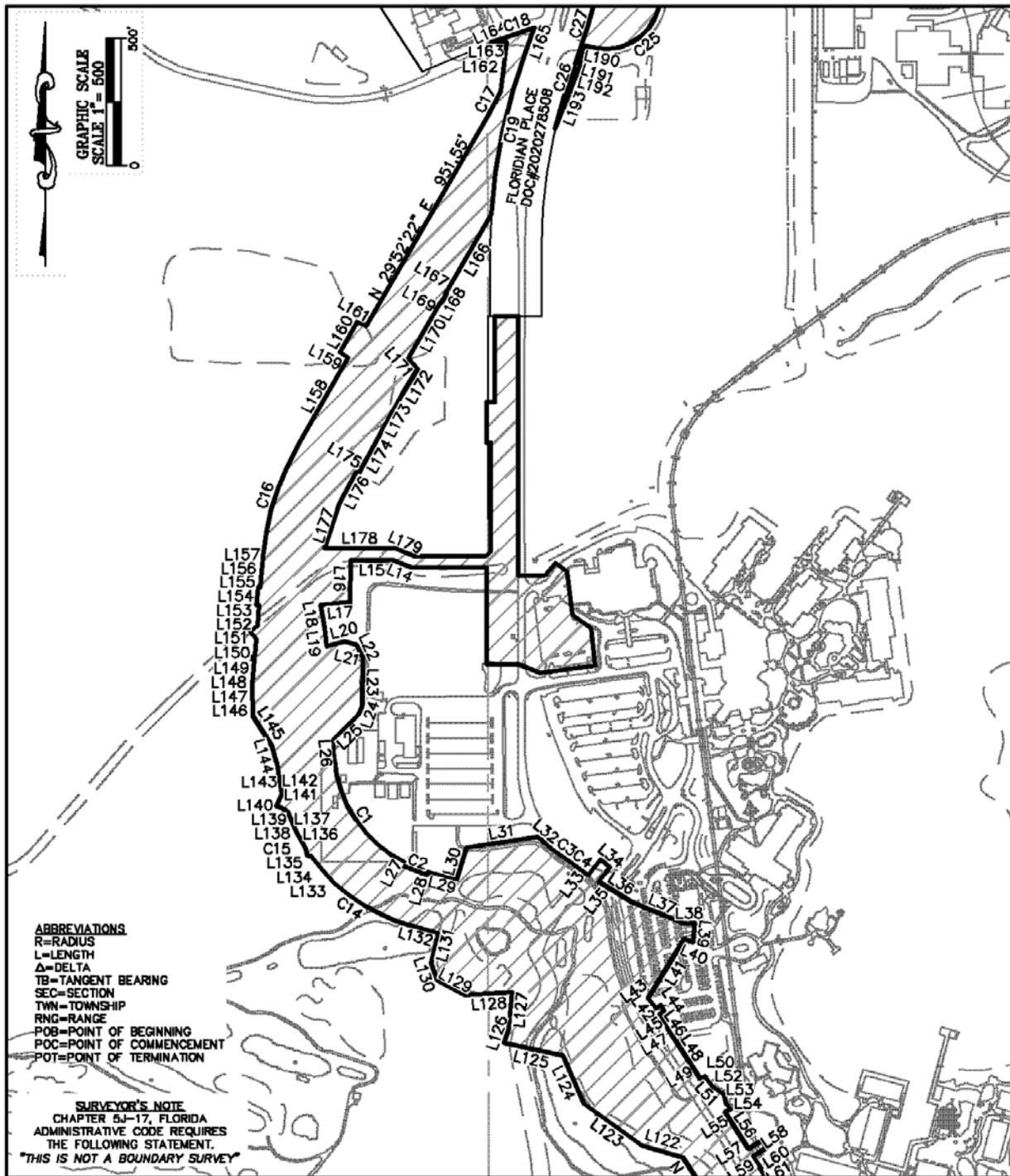
of 1158.02 feet, and a central angle of 07°37'33"; thence run Easterly along the arc of said curve, 154.13 feet; thence S 19°35'30" W, 87.49 feet to a point on a non-tangent curve concave Easterly having a radius of 2183.00 feet, and a central angle of 17°36'28"; thence from a tangent bearing of S 20°51'21" W run Southerly along the arc of said curve, 670.86 feet; thence S 29°52'22" W, 361.30 feet; thence S 60°11'50" E, 4.13 feet; thence S 29°48'10" W, 39.00 feet; thence N 60°11'50" W, 4.67 feet; thence S 29°45'54" W, 251.65 feet; thence S 39°35'48" E, 57.07 feet; thence S 31°06'43" W, 115.34 feet; thence S 29°10'09" W, 155.88 feet; thence S 28°40'22" W, 199.95 feet; thence N 60°26'11" W, 10.00 feet; thence S 28°40'22" W, 140.77 feet; thence S 17°55'52" W, 185.78 feet; thence S 89°59'58" E, 277.81 feet; thence S 67°29'48" E, 79.68 feet; thence N 90°00'00" E, 282.77 feet; thence N 44°59'55" E, 24.98 feet; thence N 00°00'01" E, 429.09 feet; thence N 90°00'00" W, 15.32 feet; thence N 00°00'00" E, 160.00 feet; thence N 90°00'00" E, 30.04 feet; thence N 00°00'00" E, 336.98 feet to the Point of Beginning.

## PARCEL 2

A parcel of land lying in Sections 10 and 11, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 11, run along the North line of the Northwest 1/4 of said Section 11, N 89°33'37" E, 484.39 feet; thence S 00°00'00" E, 99.94 feet to a point of curvature of a curve concave Westerly having a radius of 2183.00 feet, and a central angle of 12°08'20"; thence run Southerly along the arc of said curve, 462.50 feet; to the Point of Beginning; thence N 30°21'50" E, 1869.65 feet to a point on a non-tangent curve concave Southeasterly having a radius of 660.00 feet, and a central angle of 23°23'34"; thence from a tangent bearing of N 30°18'10" E run Northeasterly along the arc of said curve, 269.47 feet; thence S 12°21'32" E, 20.04 feet to a point on a non-tangent curve concave Southerly having a radius of 630.04 feet, and a central angle of 38°00'09"; thence from a tangent bearing of N 51°59'51" E run Easterly along the arc of said curve, 417.88 feet; thence N 90°00'00" E, 1082.07 feet; thence S 00°06'11" E, 36.95 feet; thence N 89°56'38" W, 1082.97 feet to a point of curvature of a curve concave Southeasterly having a radius of 610.00 feet, and a central angle of 59°45'12"; thence run Southwesterly along the arc of said curve, 636.16 feet; thence S 30°18'10" W, 1313.25 feet to a point of curvature of a curve concave Easterly having a radius of 620.00 feet, and a central angle of 30°03'22"; thence run Southerly along the arc of said curve, 325.24 feet; thence S 00°14'49" W, 183.80 feet to a point of curvature of a curve concave Northwesterly having a radius of 210.00 feet, and a central angle of 100°31'07"; thence run Southwesterly along the arc of said curve, 368.42 feet; thence N 79°14'04" W, 49.94 feet; thence S 15°34'49" W, 37.05 feet; thence S 06°25'09" W, 46.23 feet; thence S 21°25'10" W, 265.20 feet to a point on a non-tangent curve concave Easterly having a radius of 1983.00 feet, and a central angle of 07°27'02"; thence from a tangent bearing of N 13°24'18" E run Northerly along the arc of said curve, 257.87 feet; to a point of reverse curvature of a curve concave Westerly having a radius of 2183.00 feet, and a central angle of 08°43'00"; thence run Northerly along the arc of said curve, 332.11 feet to the Point of Beginning.





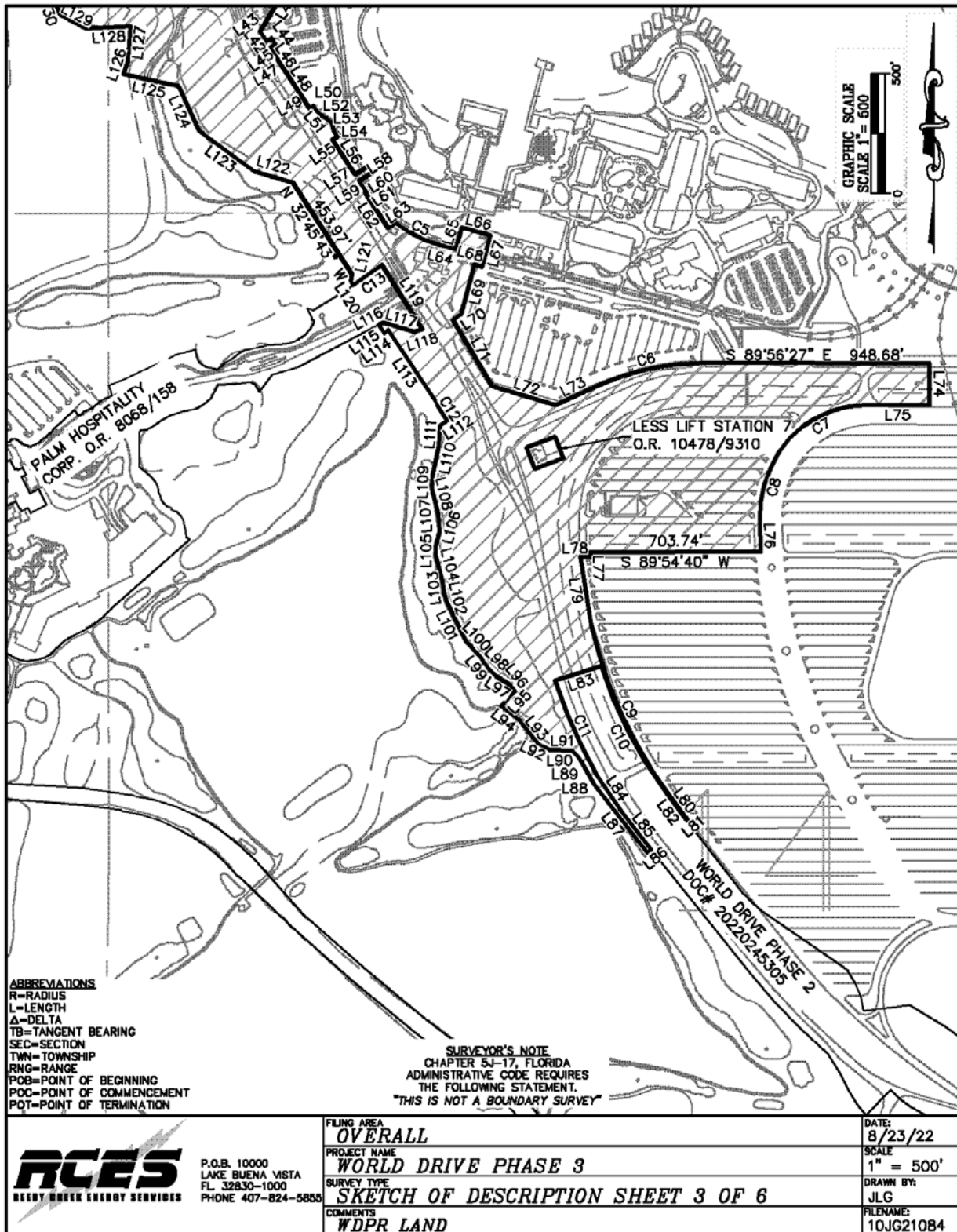
**ABBREVIATIONS**  
 R=RADIUS  
 L=LENGTH  
 Δ=DELTA  
 TB=TANGENT BEARING  
 SEC=SECTION  
 TWN=TOWNSHIP  
 RNG=RANGE  
 POB=POINT OF BEGINNING  
 POC=POINT OF COMMENCEMENT  
 POT=POINT OF TERMINATION

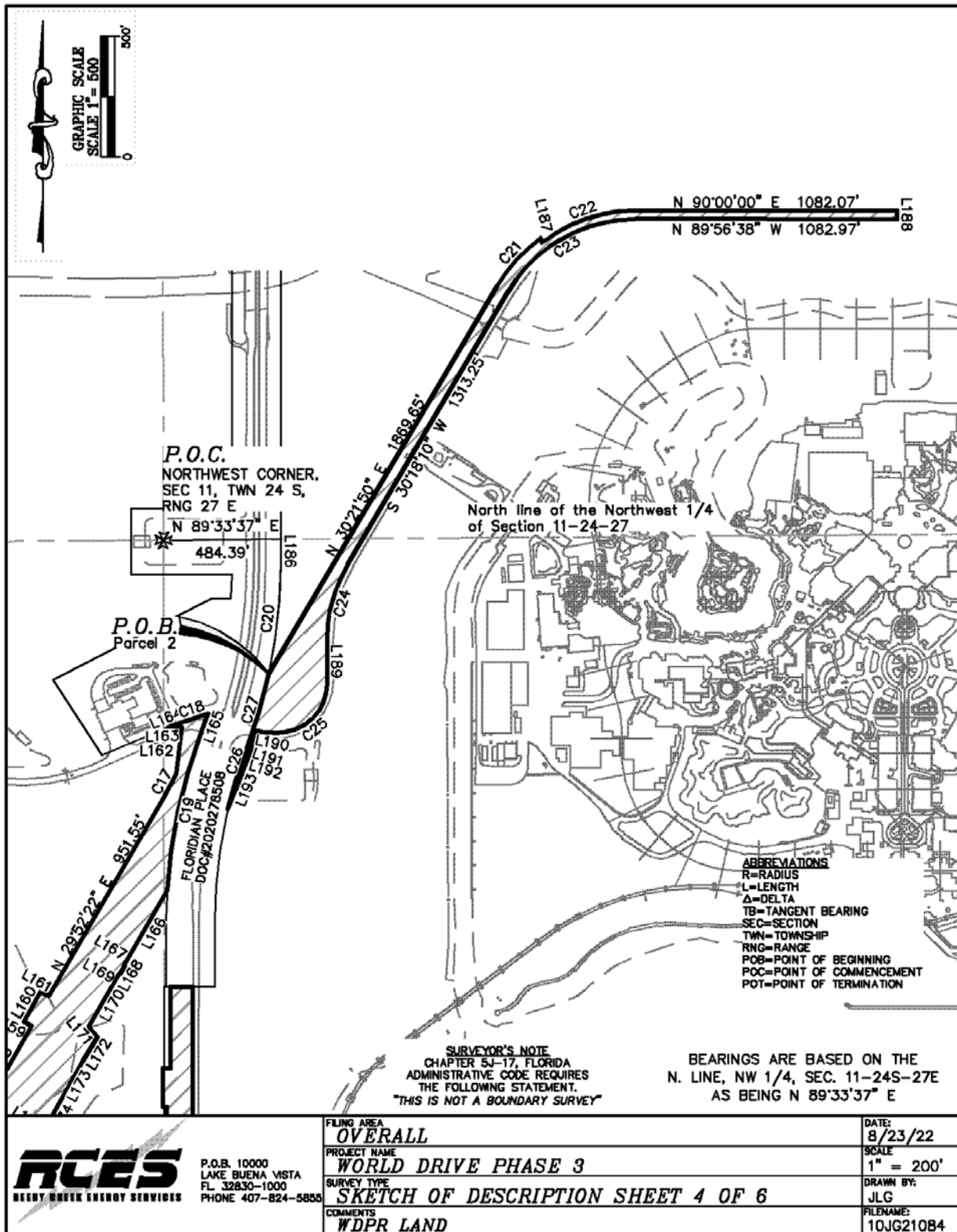
**SURVEYOR'S NOTE**  
 CHAPTER 5J-17, FLORIDA  
 ADMINISTRATIVE CODE REQUIRES  
 THE FOLLOWING STATEMENT.  
 "THIS IS NOT A BOUNDARY SURVEY"



P.O.B. 10000  
 LAKE BUENA VISTA  
 FL. 32830-1000  
 PHONE 407-824-5855

FILING AREA <b>OVERALL</b>	DATE: <b>8/23/22</b>
PROJECT NAME <b>WORLD DRIVE PHASE 3</b>	SCALE <b>1" = 500'</b>
SURVEY TYPE <b>SKETCH OF DESCRIPTION SHEET 2 OF 6</b>	DRAWN BY: <b>JLG</b>
COMMENTS <b>WDPR LAND</b>	FILENAME: <b>10JG210B4</b>





P.O.B. 10000  
LAKE BUENA VISTA  
FL. 32830-1000  
PHONE 407-824-5855

FILING AREA <b>OVERALL</b>	DATE: <b>8/23/22</b>
PROJECT NAME <b>WORLD DRIVE PHASE 3</b>	SCALE <b>1" = 200'</b>
SURVEY TYPE <b>SKETCH OF DESCRIPTION SHEET 4 OF 6</b>	DRAWN BY: <b>JLG</b>
COMMENTS <b>WDPR LAND</b>	FILENAME: <b>10JG210B4</b>

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

BEARINGS ARE BASED ON THE  
N. LINE, NW 1/4, SEC. 11-24S-27E  
AS BEING N 89°33'37" E

TANGENT TABLE

LINE#	BEARING	DIST.	L66	S 74°40'25" E 122.12	L132	N 74°54'49" W 104.60
L1	N 89°58'57" E	26.68	L67	S 14°57'39" W 133.98	L133	N 80°23'44" W 0.42
L2	N 90°00'00" E	91.95	L68	N 75°02'21" W 32.29	L134	N 80°23'46" W 14.96
L3	N 90°00'00" E	105.89	L69	S 14°57'40" W 214.35	L135	N 09°48'51" W 26.72
L4	N 39°56'49" E	63.67	L70	S 56°38'53" W 41.90	L136	N 48°56'48" W 3.61
L5	S 54°31'59" E	56.99	L71	S 30°39'06" E 320.42	L137	N 57°38'56" W 14.22
L6	S 06°55'30" E	172.22	L72	S 73°33'11" E 274.67	L138	N 66°21'04" W 14.22
L7	S 53°47'35" E	89.63	L73	N 65°05'55" E 192.62	L139	N 75°03'12" W 14.22
L8	S 06°01'41" E	148.41	L74	S 00°03'33" W 173.92	L140	N 23°40'12" E 25.28
L9	S 82°17'46" W	216.50	L75	N 89°56'27" W 263.40	L141	N 23°40'12" E 26.67
L10	N 67°33'58" W	94.46	L76	S 01°35'12" E 130.43	L142	N 09°33'48" W 121.70
L11	N 90°00'00" W	121.99	L77	S 00°22'43" W 18.87	L143	N 04°44'56" W 5.60
L12	N 00°00'00" E	378.97	L78	S 88°10'59" W 40.34	L144	N 16°14'50" W 69.06
L13	N 90°00'00" W	294.27	L79	S 08°53'36" E 287.47	L145	N 32°37'32" W 137.24
L14	N 67°29'48" W	79.68	L80	S 36°14'02" E 132.89	L146	N 00°45'35" W 126.25
L15	N 89°59'58" W	165.55	L81	S 49°41'18" W 5.00	L147	N 04°46'58" E 97.47
L16	S 01°16'54" W	165.39	L82	N 36°14'16" W 133.24	L148	N 75°21'31" W 16.44
L17	S 84°32'32" W	115.25	L83	S 72°09'00" W 200.59	L149	N 54°52'19" E 21.12
L18	S 10°05'59" E	91.95	L84	S 33°32'42" E 186.56	L150	N 04°47'47" E 64.19
L19	S 06°36'17" E	73.49	L85	S 38°28'21" E 192.59	L151	N 38°54'40" W 37.10
L20	N 75°41'39" E	71.38	L86	S 49°18'53" W 21.35	L152	N 48°08'44" E 37.35
L21	S 76°39'47" E	49.67	L87	N 38°03'03" W 355.90	L153	N 04°47'47" E 80.72
L22	S 24°41'39" E	57.25	L88	N 28°57'26" W 117.22	L154	N 85°12'13" W 10.00
L23	S 01°09'56" W	190.94	L89	N 36°00'49" W 27.30	L155	N 04°47'47" E 70.28
L24	S 19°31'01" W	34.03	L90	N 44°57'22" W 26.71	L156	S 85°12'13" E 10.00
L25	S 46°11'15" W	144.96	L91	N 89°34'24" W 90.06	L157	N 04°47'47" E 122.99
L26	S 04°44'56" E	75.23	L92	N 63°46'07" W 51.14	L158	N 29°52'22" E 393.39
L27	S 27°08'37" W	15.00	L93	N 39°00'17" W 132.74	L159	N 60°07'38" W 38.92
L28	N 15°05'11" E	10.00	L94	N 51°19'38" W 94.21	L160	N 29°52'22" E 141.39
L29	S 74°54'49" E	118.53	L95	N 43°07'34" E 83.71	L161	S 60°07'38" E 38.92
L30	N 16°13'54" E	134.93	L96	N 38°08'54" W 32.63	L162	N 06°47'01" E 196.98
L31	N 81°47'34" E	281.33	L97	N 57°13'15" W 67.59	L163	S 88°18'41" W 58.74
L32	S 50°37'51" E	93.93	L98	N 44°56'52" W 45.86	L164	N 67°12'27" E 23.16
L33	N 38°29'18" E	76.38	L99	N 36°07'47" W 60.62	L165	S 19°35'30" W 87.49
L34	S 51°30'42" E	48.44	L100	N 43°44'25" W 81.68	L166	S 29°52'22" W 361.30
L35	S 38°29'18" W	71.64	L101	N 25°24'19" W 195.36	L167	S 60°11'50" E 4.13
L36	S 58°35'20" E	160.46	L102	N 13°49'45" W 36.97	L168	S 29°48'10" W 39.00
L37	S 67°54'55" E	212.84	L103	N 05°16'32" W 35.47	L169	N 60°11'50" W 4.67
L38	N 88°57'10" E	44.05	L104	N 15°04'10" W 117.48	L170	S 29°45'54" W 251.65
L39	S 06°55'27" W	76.63	L105	N 00°05'09" E 38.33	L171	S 39°35'48" E 57.07
L40	N 65°54'07" W	36.44	L106	N 14°39'07" E 61.80	L172	S 31°06'43" W 115.34
L41	S 31°09'46" W	273.94	L107	N 04°14'24" W 73.87	L173	S 29°10'09" W 155.88
L42	S 36°19'39" E	50.10	L108	N 13°26'06" W 106.32	L174	S 28°40'22" W 199.95
L43	N 54°44'50" E	22.83	L109	N 01°18'30" E 55.76	L175	N 60°26'11" W 10.00
L44	S 34°38'54" E	27.14	L110	N 12°07'16" E 128.23	L176	S 28°40'22" W 140.77
L45	S 55°21'06" W	22.69	L111	N 03°37'49" E 84.64	L177	S 17°55'52" W 185.78
L46	S 33°21'07" E	62.50	L112	N 56°19'00" E 37.60	L178	S 89°59'58" E 277.81
L47	S 59°10'50" W	4.93	L113	N 33°30'45" W 373.69	L179	S 67°29'48" E 79.68
L48	S 32°45'43" E	239.07	L114	S 56°16'51" W 21.13	L180	N 90°00'00" E 282.77
L49	N 61°03'28" E	20.33	L115	N 33°22'37" W 40.52	L181	N 44°59'55" E 24.98
L50	S 35°31'08" E	27.22	L116	N 62°12'22" E 20.56	L182	N 90°00'00" W 15.32
L51	S 42°14'06" E	24.20	L117	S 73°29'52" E 134.04	L183	N 00°00'00" E 160.00
L52	S 55°04'04" E	51.00	L118	N 74°16'09" E 35.75	L184	N 90°00'00" E 30.04
L53	S 15°46'05" E	42.41	L119	N 32°02'04" W 315.59	L185	N 00°00'00" E 336.98
L54	S 39°17'24" E	21.86	L120	N 32°45'43" W 20.45	L186	S 00°00'00" E 99.94
L55	S 57°14'17" W	25.03	L121	N 12°31'38" E 28.14	L187	S 12°21'32" E 20.04
L56	S 32°45'43" E	171.68	L122	N 73°22'54" W 166.18	L188	S 00°06'11" E 36.95
L57	N 57°14'17" E	62.91	L123	N 53°55'16" W 282.40	L189	S 00°14'49" W 183.80
L58	S 32°50'46" E	33.35	L124	N 23°53'14" W 205.71	L190	N 79°14'04" W 49.94
L59	S 57°14'17" W	62.96	L125	N 77°46'14" W 234.94	L191	S 15°34'49" W 37.05
L60	S 32°45'43" E	55.96	L126	N 18°16'04" E 57.33	L192	S 06°25'09" W 46.23
L61	S 57°14'18" W	5.00	L127	N 04°58'12" E 145.67	L193	S 21°25'10" W 265.20
L62	S 32°45'43" E	173.79	L128	S 86°44'17" W 185.69		
L63	N 57°14'17" E	37.97	L129	N 62°17'54" W 121.92		
L64	S 74°40'25" E	73.61	L130	N 18°41'57" W 74.46		
L65	N 14°57'40" E	93.55	L131	N 14°27'40" E 119.38		



P.O.B. 10000  
LAKE BUENA VISTA  
FL 32830-1000  
PHONE 407-824-5850

FLING AREA  
**OVERALL**

PROJECT NAME  
**WORLD DRIVE PHASE 3**

SURVEY TYPE  
**SKETCH OF DESCRIPTION SHEET 5 OF 6**

COMMENTS  
**WDPR LAND**

DATE:  
8/23/22

SCALE  
1" = 500'

DRAWN BY:  
JLG

FILENAME:  
10JG210B4

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	500.00	58° 40' 50"	512.08	
C2	515.00	11° 30' 03"	103.37	S 63° 24' 46" E
C3	507.93	09° 45' 45"	86.55	S 50° 30' 17" E
C4	305.00	12° 56' 00"	68.85	
C5	511.38	22° 24' 26"	199.99	S 52° 15' 58" E
C6	1000.00	24° 57' 38"	435.64	
C7	427.56	56° 52' 00"	424.36	
C8	496.75	34° 46' 45"	301.53	
C9	1864.00	23° 42' 58"	771.55	S 12° 31' 04" E
C10	1869.00	18° 23' 02"	599.69	N 36° 14' 02" W
C11	2106.33	11° 43' 19"	430.92	S 18° 02' 01" E
C12	1944.00	02° 11' 00"	74.08	N 31° 19' 44" W
C13	2915.08	02° 51' 40"	145.56	S 53° 13' 03" W
C14	725.00	39° 13' 07"	496.26	
C15	725.00	13° 00' 49"	164.67	N 32° 55' 48" W
C16	1064.00	25° 04' 35"	465.68	
C17	1958.00	03° 16' 50"	112.11	
C18	1158.02	07° 37' 33"	154.13	
C19	2183.00	17° 36' 28"	670.86	S 20° 51' 21" W
C20	2183.00	12° 08' 20"	462.50	
C21	660.00	23° 23' 34"	269.47	N 30° 18' 10" E
C22	630.04	38° 00' 09"	417.88	N 51° 59' 51" E
C23	610.00	59° 45' 12"	636.16	
C24	620.00	30° 03' 22"	325.24	
C25	210.00	100° 31' 07"	368.42	
C26	1983.00	07° 27' 02"	257.87	N 13° 24' 18" E
C27	2183.00	08° 43' 00"	332.11	



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LAKE BUENA VISTA  
FL. 32830-1000  
PHONE 407-824-5855

FLING AREA  
**OVERALL**

PROJECT NAME  
**WORLD DRIVE PHASE 3**

SURVEY TYPE  
**SKETCH OF DESCRIPTION SHEET 6 OF 6**

COMMENTS  
**WDPR LAND**

DATE:  
**8/23/22**

SCALE  
**1" = 500'**

DRAWN BY:  
**JLG**

FILENAME:  
**10JG210B4**

**EXHIBIT D**

**FORM OF TEMPORARY CONSTRUCTION EASEMENT OVER PALM LAND**

**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 **PALM HOSPITALITY COMPANY**, a California corporation authorized to do business in the State of Florida, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attention: Legal Department – Real Estate (“**Grantor**”), and the **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 (“**Grantee**”).

**W I T N E S S E T H:**

**WHEREAS**, Grantor is the fee owner of certain real property located in Orange County, Florida described on **Exhibit "A"** (the “**Leased Portion of the Easement Area**”) and on **Exhibit "B"** (the “**Non-Leased Portion of the Easement Area**”, and, together with the Leased Portion of the Easement Area, the “**Easement Area**”) and

**WHEREAS**, Grantee desires to obtain a non-exclusive easement on, over, under and across the Easement Area for the purpose of: (i) performing work related to the expansion of the right-of-way of Floridian Way, including, but not necessarily limited to, designing, engineering, permitting, constructing and developing temporary and permanent driveway, roadway, utility, hardscaping, landscaping, drainage, directional signage, replacement monument and identification signage and associated landscaping, removal of sidewalks and other improvements associated with the same (the “**Right-of-Way Expansion Project**”); and, in connection therewith (ii) access to and from the Easement Area, over and through the right-of-way of Floridian Way as the same exists from time-to-time during the term of this Temporary Easement Agreement (items (i) and (ii) hereinabove are sometimes referred to as the “**Permitted Use(s)**”); and

**WHEREAS**, Grantor agrees to grant to Grantee a non-exclusive temporary easement on, over, under the Easement Area, 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 on, over, under and across the Easement Area and a twenty (20) foot buffer zone contiguous to the Easement Area solely for the Permitted Use(s) 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, but Grantee shall not use the Easement Area for storage or laydown of goods, equipment or materials other than those applicable to the performance of the Right-of-Way Expansion Project within the Easement Area. This Temporary Easement Agreement shall terminate as to the applicable portion of the Easement Area (to wit, the Leased Portion of the Easement Area or the Non-Leased Portion of the Easement Area) upon the sixtieth (60) day after completion of the Right-of-Way Expansion Project within the applicable portion of the Easement Area (the “**Termination Date**”). This Temporary Easement Agreement and the easement granted hereby shall automatically terminate and shall be of no further force and effect as to the applicable portion of the Easement Area 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 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 Temporary Easement Agreement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except for temporary and permanent facilities and improvements constructed by Grantee on the Easement Area in connection the Right-of-Way Expansion Project, no new facilities or improvements shall be constructed on the Easement Area by Grantee 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 (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 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; and

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

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

a) Grantee acknowledges that the Leased Portion of the Easement Area is currently leased by Grantor to THE UNITED STATES ARMY MORALE, WELFARE AND RECREATION FUND, a non-appropriated fund instrumentality of the Department of the Army of the United States of America ("**Tenant**") pursuant to that certain Amended and Restated Lease Agreement, dated March 29, 2002, by and between Grantor and Tenant (as amended, collectively, the "**Lease**"). Grantee shall, at Grantor's request, permit Tenant to participate in meetings and discussions regarding the preparation of plans for Grantor's performance of any activity on the Leased Portion of the Easement Area for the Permitted Use and, where instructed by Grantor, obtain Tenant's approval as to Grantee's plans therefor. Grantee shall take reasonable measures so as to not unreasonably interfere with Tenant's business being conducted under the Lease, including, but not limited to, access to and from the Shades of Green hotel (but the parties acknowledge that such access may be via temporary or permanent access improvements in accordance with the plans for the Right-of-Way Expansion Project, including directional signage);

b) take reasonable measures so as to not unreasonably interfere with any existing license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area;

c) take reasonable measures so as to not unreasonably 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;

d) 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;

e) 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 any adjoining property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, invitees, successors, or assigns. 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 adjoining property caused by Grantee, its employees, agents or contractors;

f) after completion of the Right-of-Way Expansion Project, at its sole cost and expense and in a safe, good and workmanlike manner, remove any temporary improvements and equipment placed on the as to the applicable portion of the Easement Area prior to the Termination Date; and

g) not permit any lien to be filed against the Easement Area or any adjoining 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 any adjoining property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or any adjoining 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, or, in the case of a default which cannot with due diligence be cured within thirty (30) days, Grantee fails to commence such cure promptly within such thirty (30) day period and thereafter diligently prosecute such cure to completion (and, in any event, no later than one hundred twenty (120) days after the initial notice thereof from Grantor to Grantee, subject to an event of force majeure); *provided, however*, that Grantee shall be entitled to such notice and opportunity to cure on account of any failure of the same or substantially similar type under this Paragraph 6 only three (3) times during any twelve (12) calendar month period, and any subsequent breach or failure of the same or similar type during such twelve (12) calendar month period shall automatically constitute a default without the giving by Grantor of any notice or opportunity to cure whatsoever, then 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 Truist Bank; 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 successors, assigns, 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 by Grantee, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its successors, assigns, employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall, to the extent allowed by law, hereby release, indemnify, defend, and hold harmless Grantor 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 Grantor in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or adjoining property by Grantee (its successors, assigns, 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 successors, assigns, employees, contractors, agents, grantees, representatives, and invitees, on, over, under, through or across the Easement Area or adjoining property; (iii) any activity, work or act committed, omitted, permitted, or suffered by Grantee (its successors, assigns, 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 adjoining property; (iv) the negligent or willful acts or omissions of Grantee (its successors, assigns, 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 successors, assigns, employees, contractors, agents, grantees, representatives, and invitees to so perform; (vi) the use, operation, maintenance, or repair of the Easement Area by Grantee, its successors, assigns, 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 successors, assigns, employees, contractors, agents, grantees, representatives, and invitees; or (viii) the failure of Grantee, its successors, assigns, 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 Grantor 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 Grantor. 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. For the purposes of this Paragraph 7, Grantor shall be defined as the Grantor in the preamble to this Temporary Easement Agreement and its affiliates.

b) If Grantor becomes subject to any claim as to which Grantee is obligated to indemnify such Grantor as aforesaid:

i) 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 copies of all documents and pleadings prepared and filed on its behalf, and Grantee shall monitor and advise and inform Grantor 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 without any obligation on the part of Grantor 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 Grantor 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 willful misconduct).

d) Notwithstanding the foregoing, and to the extent applicable to any other provision of this Temporary Easement Agreement (including, but not limited to, Paragraphs 5, 6, 8 and 10), nothing contained herein shall constitute a waiver by Grantee of its rights of sovereign immunity and/or of the provisions of Chapter 768, Florida Statutes, or be deemed to constitute an agreement by Grantee to assume any liability for the acts, omissions, and/or negligence of Grantor and/or Tenant. The provisions of this Paragraph 7d) shall survive the expiration of the term of this Temporary Easement Agreement or sooner termination of this Temporary Easement Agreement.

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee shall require all its contractors performing work within the Easement Area to carry, at no cost or expense to Grantor, the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Two Million Dollars (\$2,000,000.00) 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 Grantee and 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, and be primary and non-contributory. 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 that Grantor shall not 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 the use of or activities of Grantor or Tenant (or their respective employees, contractors, agents, grantees, representatives, and invitees) 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: Palm Hospitality Company  
1375 Buena Vista Drive  
4<sup>th</sup> Floor, North  
Lake Buena Vista, Florida 32830  
Attn: Legal Department, Real Estate

If to Grantee: 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

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 Temporary Easement Agreement. THE PARTIES EXPRESSLY AND VOLUNTARILY WAIVE ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY MATTERS ARISING UNDER AND/OR IN CONNECTION WITH THIS TEMPORARY EASEMENT AGREEMENT AND/OR THE EASEMENT AREA.

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, successors and assigns.

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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK– SIGNATURES  
APPEAR ON THE 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 GRANTOR: **PALM HOSPITALITY COMPANY**, a California corporation authorized to do business in the State of Florida

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Signature) (Print Name) By: \_\_\_\_\_  
Lee Schmutde, President  
\_\_\_\_\_  
(Signature) Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Temporary Easement Agreement was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of January, 2023, by Lee Schmutde, as President of **Palm Hospitality Company**, a California corporation authorized to do business in the State of Florida, on behalf thereof, who is personally known to me.

\_\_\_\_\_  
Signature of Notary Public-State of Florida

(AFFIX STAMP)

WITNESSES TO GRANTEE: **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida

\_\_\_\_\_  
(Signature) (Print Name)  
\_\_\_\_\_  
(Signature) By: \_\_\_\_\_  
John H. Classe, Jr., District Administrator  
\_\_\_\_\_  
(Print Name) Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Temporary Easement Agreement was acknowledged before me by means of [ ] physical presence or [ ] online notarization this \_\_\_\_\_ day of January, 2023, by John H. Classe, Jr., as

District Administrator of REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is personally known to me.

---

Signature of Notary Public-State of Florida

(AFFIX STAMP)

TCE (No Permanent) RCID as Grantee 03-2016



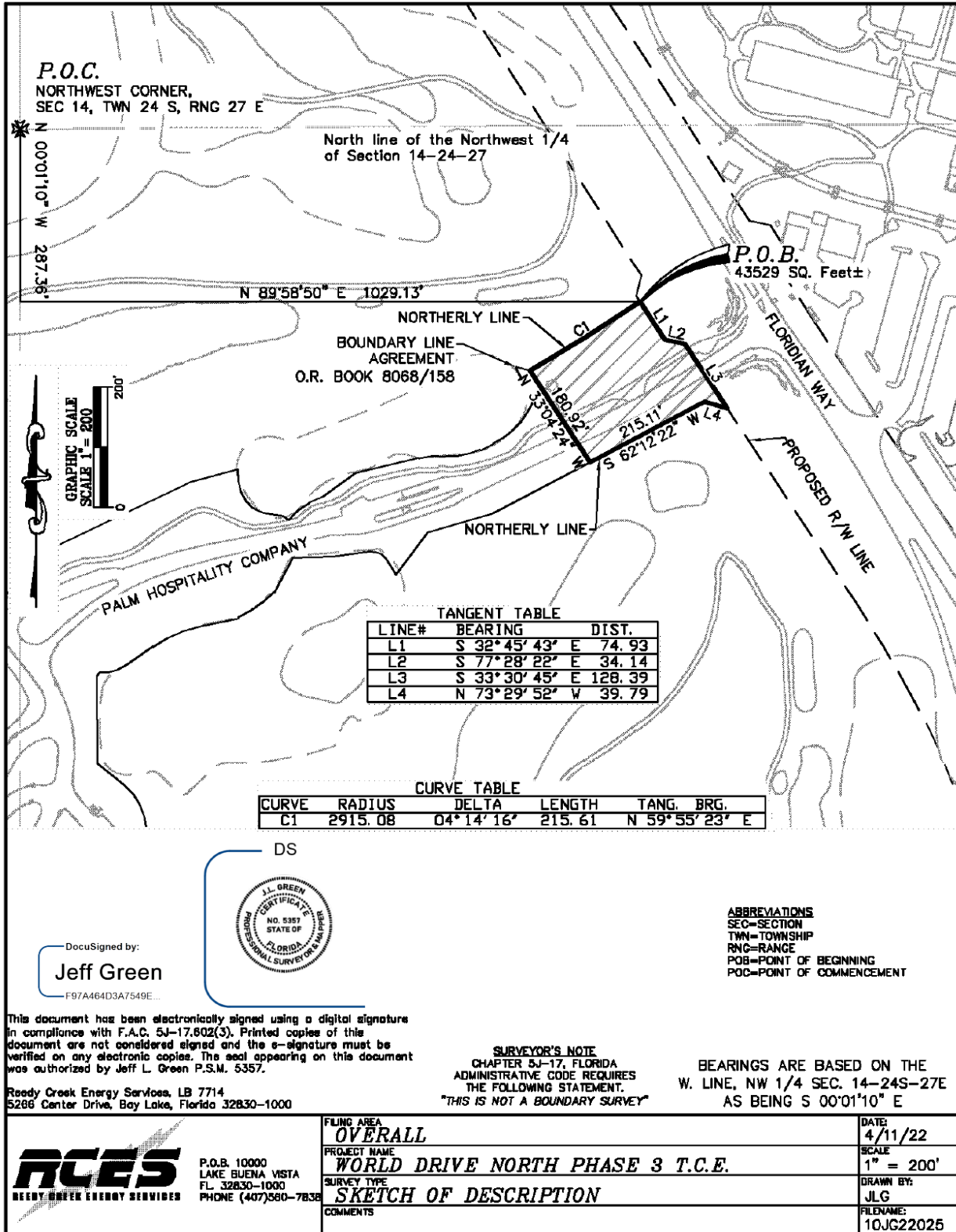
**EXHIBIT "A"**

**Description of the Leased Portion of the Easement Area**

DESCRIPTION

A parcel of land lying in Section 14, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 14, run along the West line of the Northwest 1/4 of said Section 14, S 00°01'10" E, 287.36 feet; thence N 89°58'50" E, 1029.13 feet to a point on the Northerly line of a boundary line agreement recorded in Official Records Book 8068, Page 158 of the Public Records of Orange County Florida and the Point of Beginning; thence S 32°45'43" E, 74.93 feet; thence S 77°28'22" E, 34.14 feet; thence S 33°30'45" E, 128.39 feet to a point on the Southerly line of aforesaid boundary line agreement; thence run along said boundary line the following two courses; N 73°29'52" W, 39.79 feet; S 62°12'22" W, 215.11 feet; thence N 33°04'24" W, 180.92 feet to a point on the Northerly line of said boundary line agreement and a non-tangent curve concave Northwesterly having a radius of 2915.08 feet, and a central angle of 04°14'16"; thence from a tangent bearing of N 59°55'23" E run Northeasterly along the arc of said curve and boundary line, 215.61 feet to the Point of Beginning, containing 43529 square feet, more or less.



P.O.C.  
NORTHWEST CORNER,  
SEC 14, TWN 24 S, RNG 27 E

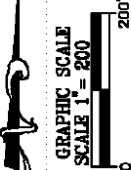
North line of the Northwest 1/4  
of Section 14-24-27

N 00°01'10" W  
287.36'

N 89°58'50" E 1029.13'

P.O.B.  
43529 SQ. Feet±

NORTHERLY LINE  
BOUNDARY LINE  
AGREEMENT  
O.R. BOOK 8068/158



PALM HOSPITALITY COMPANY

TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 32°45'43" E	74.93
L2	S 77°28'22" E	34.14
L3	S 33°30'45" E	128.39
L4	N 73°29'52" W	39.79

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	2915.08	04°14'16"	215.61	N 59°55'23" E

DocuSigned by:  
**Jeff Green**  
F97A464D3A7549E...



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

This document has been electronically signed using a digital signature in compliance with F.A.C. 5J-17.602(3). Printed copies of this document are not considered signed and the e-signature must be verified on any electronic copies. The seal appearing on this document was authorized by Jeff L. Green P.S.M. 5357.

Ready Creek Energy Services, LB 7714  
5286 Center Drive, Bay Lake, Florida 32830-1000

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

BEARINGS ARE BASED ON THE  
W. LINE, NW 1/4 SEC. 14-24S-27E  
AS BEING S 00°01'10" E

	P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE (407)560-7838	FILING AREA <b>OVERALL</b>	DATE: 4/11/22
		PROJECT NAME <b>WORLD DRIVE NORTH PHASE 3 T.C.E.</b>	SCALE 1" = 200'
		SURVEY TYPE <b>SKETCH OF DESCRIPTION</b>	DRAWN BY: JLG
		COMMENTS	FILENAME: 10JG22025

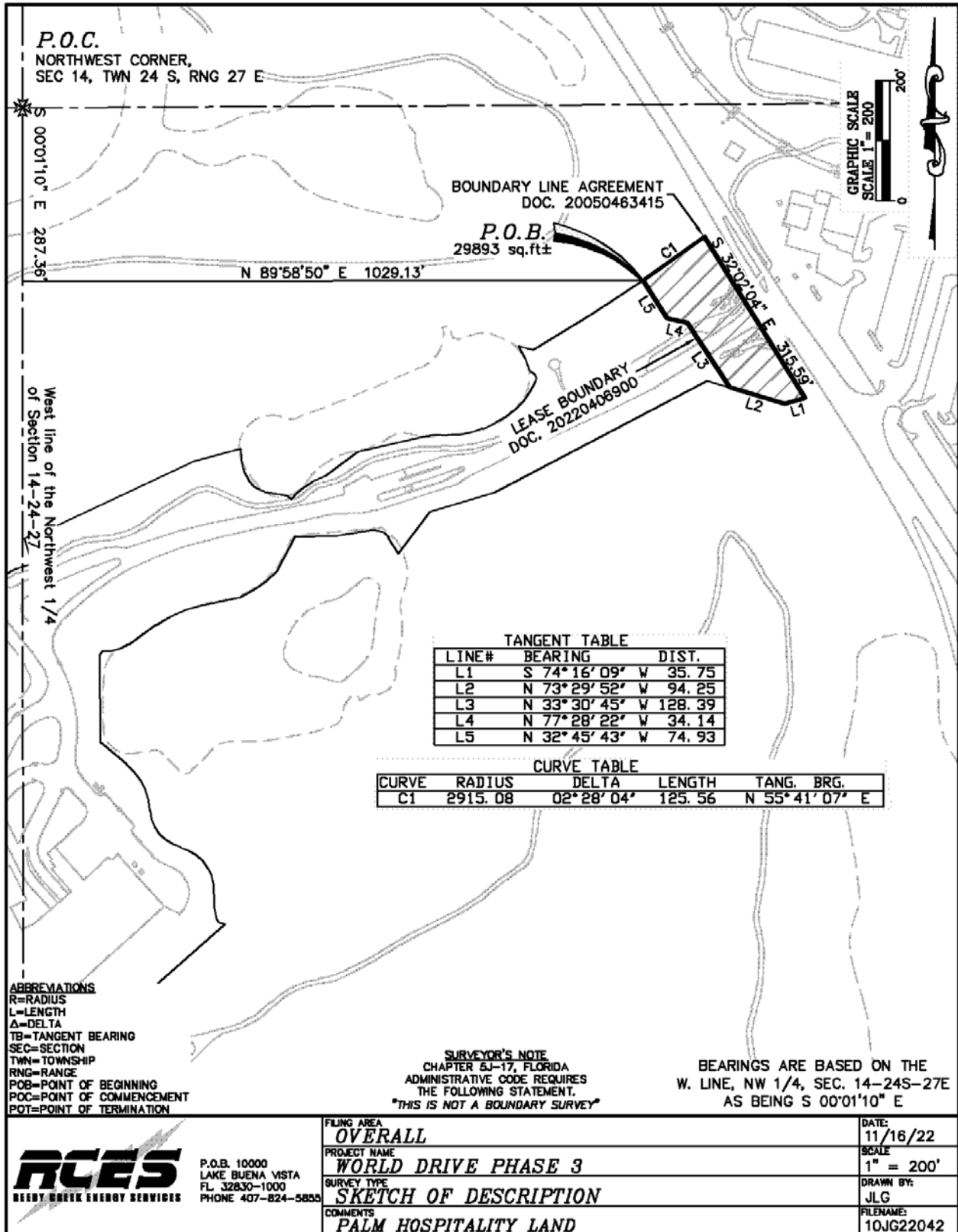
**EXHIBIT "B"**

**Description of the Non-Leased Portion of the Easement Area**

DESCRIPTION

A parcel of land lying in Section 14, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of said Section 14, run along the West line of the Northwest 1/4 of said Section 14, S 00°01'10" E, 287.36 feet; thence N 89°58'50" E, 1029.13 feet to the Northeasterly most corner of a Ground Lease described in instrument number 20220406900 of the Public Records of Orange County Florida, and the Point of Beginning; said point being a point on a non-tangent curve concave Northwesterly having a radius of 2915.08 feet, and a central angle of 02°28'04"; thence from a tangent bearing of N 55°41'07" E run Northeasterly along the arc of said curve and a Boundary line Agreement as described in instrument number 20050463415 of the Public Records of Orange County Florida, 125.56 feet; thence continue along said Boundary line Agreement the following three courses: S 32°02'04" E, 315.59 feet; S 74°16'09" W, 35.75 feet; N 73°29'52" W, 94.25 feet to a point on the aforementioned Ground Lease; thence run along said Ground Lease the following courses; N 33°30'45" W, 128.39 feet; N 77°28'22" W, 34.14 feet; N 32°45'43" W, 74.93 feet to the Point of Beginning. Containing 29893 square feet, more or less.



**EXHIBIT E**

**ESTIMATED COSTS AND EXPENSES RESULTING FROM IMPACTS**

IMPACT TO WDPR	ESTIMATED COSTS OF IMPACT	WORK TO BE PERFORMED BY RCID
The private road known as Seven Seas Drive located on and/or contiguous to the WDPR Land to be realigned and certain parking areas to be relocated as a result of the construction of the Phase 3 Expansion (the " <b>Seven Seas Drive Realignment</b> "). [Phase 2]		RCID shall cause the Seven Seas Drive Realignment to be performed, at RCID's cost and Expense, in accordance with the Plans and to similar standards as the Phase 3 Expansion. The Seven Seas Drive Realignment shall be completed in coordination with construction of the round-about at the Magic Kingdom Parking lot that comprises a portion of the Phase 3 Expansion.
WDPR to relocate the area currently serving as a parking area for cast and employees working at Disney's Grand Floridian Resort and Spa located to the West of the existing private portion of Floridian Way. [Phase 1]	\$750,000.00	
WDPR to relocate, reconfigure and reconstruct portions of the Grand Floridian Resort and Spa Wedding Pavilion. [Phase 2]	\$550,000.00	
WDPR to construct a new driveway and service entrance to the Grand Floridian Resort and Spa that extends to the Phase 3 Expansion. [Phase 2]	\$2,120,000.00	
WDPR to relocate the area currently serving as a parking area known as the "Woody Lot" for cast and employees working at Walt Disney World® Resort located to the East of the existing private portion of Floridian Way. [Phase 1]	\$852,000.00	
WDPR must pay for the renovation, relocation, and construction of a portion of the Golf Course as well as the removal, relocation, and construction of several infrastructure improvements on the Golf Course such as (without limitation) dams, drainage areas, ponds, irrigation systems,	\$7,000,000.00	

pedestrian and vehicular paths, among other things. [Phase 1]		
WDPR must pay for the relocation and construction of several stormwater infrastructure improvements on both sides of the WDPR Land near the Golf Course and Disney's Polynesian Village Resort such as (without limitation) control structures and pipes among other things. [Phase 1]	\$_____00	[PLS EXPLAIN. JOHN C. DID NOT RECALL THIS ITEM AS DESCRIBED]
If the _____ has not been completed by _____, WDPR must pay for temporary chiller plants to be used by businesses on WDPR's property as a result of a disruption in chilled water delivery caused by the Phase 3 Expansion [Phase 1]	\$1,000,000.00	
Stormwater/surface water drainage improvements must be relocated and installed over portions of the WDPR Land from one side of the Phase 3 Expansion to the other (the " <b>Stormwater Infrastructure Installation</b> "). [Phase 2]		RCID shall cause the Stormwater Infrastructure Installation to be performed, at RCID's cost and Expense, in accordance with the Plans and to similar standards as the Phase 3 Expansion. The Stormwater Infrastructure Installation shall be completed within eighteen (18) months after commencement of Phase 2 of the Phase 3 Expansion.

<b>IMPACT TO PALM</b>	<b>ESTIMATED COSTS AND EXPENSES OF IMPACT</b>	<b>WORK TO BE PERFORMED BY RCID</b>
Palm is required to pay the tenant operating the Shades of Green Hotel \$600,000.00 in consideration for Palm recapturing a portion of the Shades of Green hotel entrance that will be used for a portion of the Phase 3 Expansion. [Phase 1]	\$600,000.00	
The existing monument entrance signage to the Shades of Green hotel must be removed and replaced with new monument entrance signage of a similar quality and scope (including, without limitation, related utilities and landscaping) in another location on the Palm Land		RCID shall cause the SOG Sign Relocation to be performed, at RCID's cost and expense. RCID shall secure approval of the conceptual plans for SOG Sign Relocation from Palm, provided that RCID shall not be required to expend in excess of \$1,500,000 in connection with the SOG Sign Relocation. The SOG Sign Relocation shall be completed prior to the completion of Phase 2

(the "SOG Sign Relocation"). [Phase 2]		of the Phase 3 Expansion, subject to RCID having received timely approval from Palm.
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**EXHIBIT F**

**FORM OF SPECIAL WARRANTY DEED (WDPR TO RCID)**

**Prepared by/Record and Return to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Taxable Consideration/Documentary Stamp Tax (\$0.70/\$100) = \_\_\_\_\_]

\_\_\_\_\_ THIS SPACE FOR RECORDER'S USE \_\_\_\_\_

**SPECIAL WARRANTY DEED**

***THIS SPECIAL WARRANTY DEED*** effective the \_\_\_\_\_, is granted by **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, (“**Grantor**”), whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, to **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida (“**Grantee**”), whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170. Wherever used herein, the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations.

**WITNESSETH:**

***THAT GRANTOR, FOR AND IN CONSIDERATION OF*** the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, its successors and assigns, all that certain land situated in Orange County, Florida, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

***SUBJECT TO*** taxes for the year \_\_\_\_\_ and thereafter, and easements, restrictions and agreements of record, if any. This reference to easements, restrictions and agreements of record shall not serve to reimpose the same.

***TOGETHER***, with all tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

***TO HAVE AND TO HOLD***, the same in fee simple forever.

***AND*** Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but against none other; and that said land is free of all encumbrances, except taxes accruing subsequent to \_\_\_\_\_ and easements, restrictions and agreements of record, if any; but the aforesaid reference to easements, restrictions and agreements of record shall not serve to reimpose the same.



**IN WITNESS WHEREOF**, Grantor has executed this Special Warranty Deed as of the date and year first stated above.

Signed, sealed and delivered  
In the presence of:

**WALT DISNEY PARKS AND RESORTS  
U.S., INC.**, a Florida corporation

\_\_\_\_\_ (Sign)

By: \_\_\_\_\_

\_\_\_\_\_ (Print Name)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ (Sign)

\_\_\_\_\_ (Print Name)

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, as \_\_\_\_\_ of Walt Disney Parks and Resorts U.S., Inc., a Florida corporation, on behalf of said entity. (S)He is personally known to me.

NOTARY PUBLIC:

\_\_\_\_\_(Signature)

Notary Public, State of Florida

Name of Notary Public typed, printed or stamped here:

\_\_\_\_\_  
(NOTARIAL SEAL)

**EXHIBIT G**

**FORM OF SPECIAL WARRANTY DEED (PALM TO RCID)**

**Prepared by/Record and Return to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Taxable Consideration/Documentary Stamp Tax (\$0.70/\$100) = \_\_\_\_\_]

\_\_\_\_\_ THIS SPACE FOR RECORDER'S USE \_\_\_\_\_

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** effective the \_\_\_\_\_, is granted by **PALM HOSPITALITY COMPANY**, a California corporation, (“**Grantor**”), whose mailing address is 3900 West Alameda Avenue, Burbank, California 91505, to **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida (“**Grantee**”), whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170. Wherever used herein, the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations.

**W I T N E S S E T H:**

**THAT GRANTOR, FOR AND IN CONSIDERATION OF** the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, its successors and assigns, all that certain land situated in Orange County, Florida, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Property**").

**SUBJECT TO** taxes for the year \_\_\_\_\_ and thereafter, and easements, restrictions and agreements of record, if any. This reference to easements, restrictions and agreements of record shall not serve to reimpose the same.

**TOGETHER**, with all tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but against none other; and that said land is free of all encumbrances, except taxes accruing subsequent to \_\_\_\_\_ and easements, restrictions and agreements of record, if any; but the aforesaid reference to easements, restrictions and agreements of record shall not serve to reimpose the same.

**IN WITNESS WHEREOF**, Grantor has executed this Special Warranty Deed as of the date and year first stated above.

Signed, sealed and delivered  
In the presence of:

**PALM HOSPITALITY COMPANY**  
a California corporation

\_\_\_\_\_ (Sign)

By: \_\_\_\_\_

\_\_\_\_\_ (Print Name)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ (Sign)

\_\_\_\_\_ (Print Name)

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, as \_\_\_\_\_ of Palm Hospitality Company, a California corporation, on behalf of said entity. (S)He is personally known to me.

NOTARY PUBLIC:

\_\_\_\_\_(Signature)

Notary Public, State of Florida

Name of Notary Public typed, printed or stamped here:

\_\_\_\_\_  
(NOTARIAL SEAL)