

Central Florida Tourism Oversight District

BOARD OF SUPERVISORS

August 23, 2023
9:30 a.m.

**Central Florida Tourism Oversight District
Board of Supervisors Meeting**

Agenda

August 23, 2023

9:30 a.m.

1. CALL TO ORDER
2. OPENING INVOCATION
3. PLEDGE OF ALLEGIANCE
4. SAFETY MINUTE
5. PUBLIC COMMENT PERIOD
6. CONSENT AGENDA
 - 6.1 July 26, 2023 Meeting Minutes – *Page 4*
 - 6.2 Designation of Registered Office and Agent – *Page 66*
 - 6.3 Proclamation for Richard Le Pere – *Page 67*
7. REPORTS
 - 7.1 Management Report
 - Richard Le Pere, Fire Chief – 24 years of service
 - 7.2 Semi-Annual Easement Report – *Page 69*
 - 7.3 Presentation from Raftelis – *Page 219*
 - Request for Approval FY 24 Utility Labor Services Agreement – *Page 228*
 - 7.4 FY 2024 Budget Presentation
8. NEW BUSINESS
 - 8.1 Proposed Research Project by Professor Donald J. Kochan – *Page 270*
9. PUBLIC HEARINGS
 - 9.1 Resolution No. 647 - **A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A PROCUREMENT POLICY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.** – *Page 274*

10. UNFINISHED BUSINESS
11. OTHER BUSINESS
12. ADJOURN

APPEALS: All persons are advised that, if they decide to appeal any decision made at a Board of Supervisors hearing, they will need a verbatim transcript of the record of the proceedings. It is the responsibility of every party-in-interest to arrange for a transcript of the proceedings, which must include the verbatim testimony and evidence upon which the appeal is made.

AMERICANS WITH DISABILITIES ACT: The Central Florida Tourism Oversight District is committed to reasonably accommodating the needs of anyone with disabilities who wishes to attend or participate in public meetings. Anyone with a disability who requires a reasonable accommodation should contact the Clerk of the Board, by telephone at (407) 934-7480 or via email (currently at DistrictClerk@rcid.org), no less than one business day (i.e. Monday through Friday, excluding legal holidays) in advance of the applicable meeting to ensure that the District has sufficient time to accommodate the request.

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 6.1

Meeting Date	
August 23, 2023	
Agenda Item Name	
July 26, 2023 Meeting Minutes	
Requested Action	
Approval of the Meeting Minutes of the July 26, 2023 Board of Supervisors Meeting	
Staff Report	
None	
Additional Analysis	
None	
Fiscal Impact Summary	
None	
Exhibits Attached	
Meeting Minutes of the July 26, 2023	

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ORIGINAL

1 BOARD OF SUPERVISORS' MEETING

2 _____/

3 PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS

4 DATE: JULY 26, 2023

5 REPORTER: SAMANTHA PALMA

6 PLACE: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

7 1900 HOTEL PLAZA BOULEVARD

8 LAKE BUENA VISTA, FLORIDA 32830

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1 APPEARANCES

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ON BEHALF OF THE BOARD:

A. Kurt Ardaman, Esquire

Fishback Dominick, LLP

1947 Lee Road

Winter Park, Florida 32789

Telephone No.: (407) 262-8400

Facsimile No.: (407) 262-8402

E-mail: ardaman@fishbacklaw.com

Also Present: Daniel Langley, General Counsel; Glenton
Gilzean, Jr, District Administrator, Ron Peri, Board
Member; Martin Garcia, Chair; Charbel Barakat, Vice
Chair; Bridget Ziegler, Board Member, Eddie Fernandez,
safety; Richard LePere, Chief of Reedy Creek
Firefighters; Eric Martinez, firefighter; Steven
Hollingsworth, Pastor Grosshans, Amanda Myers, Lori
Brandon, Richard Schussler, Jon Arguello, Kellan Chaney,
Caden Skidmore, Jayden Figueroa, Kerin Dunkley, Quoron
Duncanson, Wendell Gaertner, Susan Higginbatham, and
Jonathan Motta



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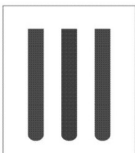
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PROCEEDINGS

MR. GARCIA: Good morning. I'd like to call the meeting to order. Welcome to everybody. Thank you for being here and thank you for your interest in the work of this board, and thank you for your interest in the district. I'm going to turn it over now to our CEO, Mr. Gilzean, in terms of the invocation. Mr. Gilzean.

MR. GILZEAN: Yes. Good morning. Good morning. Yes. There it is. Before I bring up my good friend, Pastor Tim Grosshans, let me just give a little background. He's the senior pastor of First Baptist Church in Winter Garden. He takes pride in being a devoted husband to his beloved wife, Carol, and loving father to his five wonderful children and nine cherished grandchildren. His journey of service to the faith has taken him to diverse locations, enriching communities in North Dakota, Missouri, Arkansas, and now here in the great state of Florida. Most recently, and unfortunately, due to injuries, Pastor Grosshans had to gracefully relinquish his dream of extreme cage fighting and BASE jumping. We are happy to have you here, Pastor, come on up and give us the invocation.

MR. GROSSHANS: Thank you. I was so blessed



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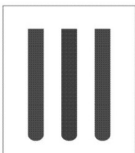
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1 when my dear friend Glen invited me to come and open
2 this meeting in prayer. This one thing I know, Glen
3 is a good man. He's a good man. And his intention
4 is to do well in this task that lays before him. I
5 know two of the board members. They're good men.
6 And I'm very impressed with them. And so let us go
7 to the Lord in prayer. But first, a passage of
8 Scripture, the Apostle Paul write, "Let us not grow
9 weary in doing good." In spite of controversy, in
10 spite of circumstances beyond everybody's control in
11 this room, you find yourselves here with the ability
12 to do good. Let's pray for that. Heavenly Father,
13 we thank you for this time and this place. We thank
14 you for these leaders and the wisdom that you placed
15 in them. And so now, Lord, give them the courage to
16 do good, to be honorable in their leadership. We
17 thank you for their leadership. Bless them and
18 encourage them, and we thank you for the goodness of
19 your leadership to us, for it's in the most precious
20 name, we pray. Amen.

21 THE BOARD: Amen.

22 MR. GARCIA: Thank you, Pastor. And thank you
23 for your kind words and for your blessing. We
24 appreciate it dearly. And let's now honor this
25 great nation with the Pledge of Allegiance. Please



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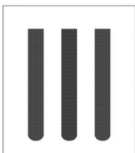
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1 stand.

2 THE BOARD: I pledge allegiance to the flag of
3 the United States of America and to the republic for
4 which it stands, one nation under God, indivisible,
5 with liberty and justice for all.

6 MR. GARCIA: And could we have a brief safety
7 procedure explanation?

8 MR. FERNANDEZ: Absolutely. Thank you, Mr.
9 Chairman and members of the board and to all of the
10 guests and visitors. We always start our meetings
11 off with a safety message for your protection and
12 those in the building. We want you to be familiar
13 with the exits in the building. So you're familiar
14 with where you entered the building from the front.
15 There is also an exit on the backside of the
16 building. So in the event that we do need to leave
17 the building, evacuate the building, please go to
18 the nearest exit in an orderly fashion. When you
19 get outside, we do have employees in this building
20 that will have safety vests on, and they will meet
21 at the ends of the parking lot. So please make your
22 way to the ends of the parking lot. On your way
23 out, you'll see safety fire alarm pull stations and
24 fire extinguishers. If you're comfortable and
25 confident to use those, please do so. And in the



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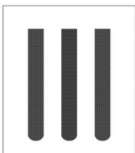
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1 event that we need first aid or defibrillators, we
2 have those at the front desk. Thank you very much,
3 and enjoy the meeting.

4 MR. GARCIA: Thank you. Now for public
5 comments, it looks like we have two public comments.
6 Number one, a Lori Brandon. Lori, could you please
7 step up? And if you're here in a representative
8 capacity, please tell us who you represent.

9 MS. BRANDON: Hi, my name's Lori Brandon. I'm
10 a 30-year district employee. I'm a member of the
11 union, and I'm here representing my discipline
12 within the union. I'm just here to ask you-all to
13 not sign the bargaining agreement and wait until the
14 MOU that has been agreed upon with the district to
15 be signed by the union for the fire plans examiner
16 discipline. Somehow the fire plans examiner's
17 salary was only -- the only salary to be reduced by
18 nearly 30,000 on the scale instead of the increase
19 like all the other disciplines received. In the
20 history of my time here at the district, not a
21 single discipline's pay scale has ever gone
22 backwards.

23 I approached the union, and the president told
24 me that the district set those parameters and that
25 he would fight it, but I should know that one of our



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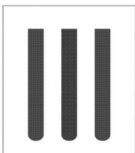
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1 positions would be on the line. I waited about a
2 week, and our pay scale wasn't being addressed, so I
3 requested a meeting with Mr. Gilzean -- I think I
4 said it right, Glen. I learned in that meeting that
5 those things that were told to me and my partner
6 were just not -- never discussed. Once I brought
7 the discrepancy to the administration's attention,
8 the district recognized the error, they agreed, and
9 they were -- they created an MOU to correct the --
10 to adjust the scale. They -- I just would like the
11 union to sign their part and have it attached to the
12 contract so it can be -- it should have been
13 corrected weeks ago. I'm not sure why, I haven't
14 been privy to everything. But I only had brought it
15 to the administration, not this past Friday, but the
16 Friday before. So the fire plan's examiner position
17 was, and always has been, equivalent to the
18 lieutenant -- lieutenant's annual salary. So again,
19 due to the egregious circumstances, I'm just asking
20 you-all not to sign the contract until it has been
21 repaired or the MOU added fairly.

22 MR. GARCIA: Thank you for your comments. Thank
23 you for bringing that to Mr. Gilzean's attention.
24 And thank you for your service. And I think Mr.
25 Gilzean has a response.



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1 MR. GILZEAN: Absolutely. So yes, they -- you
2 -- we had the meeting less than ten days ago. Our
3 team has looked at the -- identifying the proper
4 language. There is a MOU that I'm ready to sign and
5 move forward. I think the next thing is just that
6 your union leadership needs to sign it. So I would
7 recommend that, as long as we can have those
8 signatures today, and since it's in a public format
9 and it's on the record that if as long as we have
10 your union membership sign off on it today, we'll be
11 able to incorporate it in today's vote as well.

12 MS. BRANDON: I agree.

13 MR. GILZEAN: Okay.

14 MS. BRANDON: Thank you.

15 MR. GARCIA: So that's to your satisfaction,
16 ma'am?

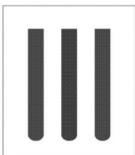
17 MS. BRANDON: Yes, sir.

18 MR. GARCIA: Okay. Thank you for bringing that
19 to our attention.

20 MS. BRANDON: Thank you for giving me the time.

21 MR. GARCIA: Yes, ma'am. Next, Amanda Myers,
22 number two. Amanda, if you're here in a
23 representative capacity, would you please tell us
24 who you represent?

25 MS. MYERS: Good morning, everyone. I'm proud



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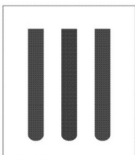
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1 to be here. It's such an honor. My name is Amanda
2 Myers. I'm a state park ranger. I represent the
3 State of Florida. I have a few things I wanted to
4 go over. I'm not sure if it's a surprise or if
5 anyone has heard of me. I'm the advertising agent
6 for WonderWorks. Someone in 2022 told me that I own
7 WonderWorks and that I have a large account. So I
8 don't know if you guys are looking for accounting.
9 I also own a tour guide business through State Park
10 Rangers Academy called Adventures to Get You There.
11 The State of Florida, when I became a park ranger,
12 bought my company. I guess I have a lot of money.
13 So what I wanted to discuss, if anybody is
14 interested in, after the meeting, I could give you
15 some account information that I have here with my --
16 with my -- with my clipboard. So that's all I
17 wanted to say is that if I do own WonderWorks, and
18 it is true, and I have a lot of money, I'm
19 interested in the Tourism Oversight, and I am
20 interested in depositing money in the Tourist
21 Oversight account since it's logical and I can help.
22 That's all I have to say.

23 MR. GARCIA: Well, thank you for your comments.
24 As you've probably heard if you've been to any of
25 our meetings, Mr. Gilzean has put a real emphasis on



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1 serving new businesses, small businesses, and people
2 that our district has never done business before.

3 MS. MYERS: All right.

4 MR. GARCIA: So I'm sure your solicitation here
5 as an entrepreneur is music to Mr. Gilzean's ears.

6 MS. MYERS: I hope so.

7 MR. GARCIA: Well, thank you for joining us
8 today.

9 MS. MYERS: Thank you so much.

10 MR. GARCIA: Okay. Okay. Next, the consent
11 agenda, is there a motion that it be approved?

12 MS. ZIEGLER: Move to approve the consent
13 agenda as presented.

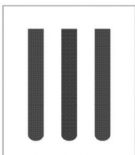
14 MR. GARCIA: A -- is there a second?

15 MR. PERI: Second.

16 MR. GARCIA: And I understand that Mr. Barakat
17 has a comment. Mr. Barakat.

18 MR. BARAKAT: Yeah. Thanks, Mr. Chair. Just a
19 real minor comment, the minutes for the 6-21
20 meeting, page 2 refers to the former vice chair
21 being present. I don't believe he was, just for the
22 sake of accuracy, and just I -- I'm certainly
23 willing to approve the minutes just with a note that
24 maybe we'll correct that on page 2.

25 MR. GARCIA: Okay, perfect. Thank you. With



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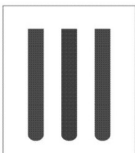
1 that comment, all in favor, please indicate by
2 saying aye.

3 THE BOARD: Aye.

4 MR. GARCIA: Any opposed? Let the record
5 reflect that the consent agenda passed unanimously.
6 Next item, and I understand this is a little out of
7 order, is new business. And with respect to the
8 collective bargaining agreement, Mr. Gilzean, do you
9 have comments?

10 MR. GILZEAN: Absolutely, Mr. Chairman. I'm
11 proud to present to the board a proposed
12 compensation package for our firefighters. This
13 deal is a result of months, and in some cases years,
14 of negotiation with our union. But this deal
15 accomplished goals that are priorities, not only of
16 this administration and this board, but to this
17 district. And we're excited that this -- our goals
18 will address the unique challenges that our district
19 presents while offering the best possible
20 compensation and still being fiscally responsible
21 for this district. So thankfully, Mr. Chair and
22 members of the board, we were able to accomplish all
23 those goals with this tentative agreement.

24 MR. GARCIA: Thank you, Mr. Gilzean. Are there
25 any comments by any of our fellow board members



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1 regarding this topic? Hearing none, let me express
2 my special thanks to three of the board members,
3 Supervisor Peri, Ziegler, and Aungst (phonetic).
4 They have experience with these kinds of agreements.
5 I was totally lost in terms of what we needed to do,
6 and they did all the heavy lifting. And I'm
7 grateful for that, and I want to thank them. And
8 then I want to thank our CEO, Mr. Gilzean, for
9 landing this plane. You know, this issue has been
10 around for some time. It was around before this
11 board was appointed, and there were some contentious
12 negotiations. And with his charm and his wit and
13 his intellect, our CEO was able to bring to us what
14 we feel is a fair, generous, and fiscally
15 responsible agreement. And so we're grateful to
16 him. We're also grateful to our counsel who provided
17 us excellent legal services. And so on behalf of
18 the board, I want thank Mr. Gilzean, legal counsel,
19 and as a chairman, I want to thank my fellow board
20 members for their assistance. And so do we have a
21 vote with respect to the agreement that's part of
22 the agenda?

23 MS. ZIEGLER: I move to approve the Collective
24 Bargaining Agreement, A Unit 2023-2025.

25 MR. GARCIA: Is there a second?



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1 MR. BARAKAT: I'll second.

2 MR. GARCIA: Any comments? All in favor,
3 please indicate by saying aye.

4 THE BOARD: Aye.

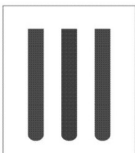
5 MR. GARCIA: Any opposed? Please let the
6 record reflect that it passed unanimously. Now,
7 reports, turn it over again to our CEO, Mr. Gilzean.
8 Management report.

9 MR. GILZEAN: So sir, Mr. Chair and members of
10 the board, I would like to bring up our District
11 Fire Chief, Richard Lepere, to please come on up --
12 where are you? And present the Lifesaving
13 Recognition Award for our Firefighter Paramedic Eric
14 Martinez. Chief, you have some comments that you're
15 going to make?

16 MR. LEPERE: I do.

17 MR. GILZEAN: Thank you, sir.

18 MR. LEPERE: First, thank you for the -- for
19 your time and the board's time to allow us to do
20 this. These are very special circumstances today.
21 Eric, you want to come up? If you'd like, your
22 family come with you, and Mr. Hollingsworth. So
23 before I read you the comments that were written by
24 the Commander, Chief Smith, also up here, by their
25 battalion. The hardest call a firefighter goes on



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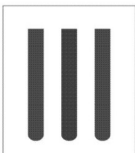
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1 is a family member. A crew mate is also a family
2 member. So here are the words of Battalion Chief
3 Richard Schussler, who put in for this award for Mr.
4 Martinez.

5 "On April 16th, Firefighter Paramedic Eric
6 Martinez's partner became ill. They returned to
7 AdventHealth Celebration so that Firefighter
8 Paramedic Hollingsworth" -- stand right up, come on
9 -- "could get some help. While walking through the
10 exterior doors into the ER, Firefighter
11 Hollingsworth collapsed. Firefighter Martinez
12 reacted quickly and assisted Mr. Hollingsworth to
13 the ground. Then Firefighter Paramedic Martinez
14 quickly called for help. With no response, he began
15 to assess the status of Firefighter Hollingsworth.
16 He then called for help again, louder, receiving
17 some help from the Celebration staff. They quickly
18 realized that Firefighter Hollingsworth had no pulse
19 and they began CPR. Firefighter Martinez insisted
20 -- assisted in getting Firefighter Paramedic
21 Hollingsworth from the ground as to where we were
22 treated by the staff." It's very, very difficult
23 when you go out, and you have to work on a call with
24 a face that you -- that you know, a friend or family
25 member. It's excruciating when it's your partner



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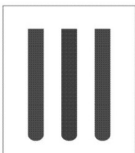
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1 that you spend day and night with, a third of your
2 life with. You eat, sleep, you talk about the good
3 and the bad things in your life. You share things
4 that you don't share with anybody else. This man
5 kept a cool head. He did his job. This man was in
6 full cardiac arrest, what we would call a code. If
7 it wasn't for his behavior, his training, and his
8 ability to do this job, there'd be a family without
9 a father and a wife without a husband today. But
10 because of what Mr. Martinez did, this guy is on the
11 road to recovery, and we're waiting for him to get
12 cleared and come back to duty. We look forward to
13 it. Eric, congratulations. That is a heroic thing
14 for our department. You have -- so this is a plaque
15 and an award that we have for Eric. It's a
16 Lifesaving Award presented to Firefighter Paramedic
17 Eric Martinez in recognition of your courageous and
18 lifesaving actions to save your brother, Steve
19 Hollingsworth, on April 16, 2023, in his time of
20 need at Reedy Creek Fire Department. I'm extremely
21 proud of you and glad to be able to give you this
22 award, Eric. Thank you.

23 MR. MARTINEZ: Thank you.

24 MR. LEPERE: All right. Let's stand over
25 there.



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1 MR. GARCIA: Sorry to turn it back to you.

2 Yeah. Sorry about that.

3 MR. LEPERE: One of the things -- one of the
4 things we do when we give this out, we actually have
5 a medal that Eric gets to wear on his uniform. It's
6 probably the best medal that you can get. And
7 normally we let a family member or somebody do that.
8 In this case we are letting a family member, the man
9 who's here today because of him pin it on.

10 MR. HOLLINGSWORTH: See how this goes.

11 MR. LEPERE: It's not good -- it's not good
12 unless he bleeds.

13 MR. HOLLINGSWORTH: Got some quality jackets
14 here.

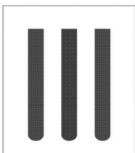
15 MR. LEPERE: Thank you so much for allowing us
16 to share this with you and the board. This is an
17 extremely important venture, this young man.

18 MR. MARTINEZ: I think I want to take a
19 picture.

20 MR. LEPERE: Yes.

21 MR. GARCIA: Where would you like it, behind or
22 right back here?

23 MR. MARTINEZ: Right here. So could we slide
24 just a little bit up? You-all just let us know
25 where to go.



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1 MR. LEPERE: There you go. There we go.

2 MR. GARCIA: Thank you.

3 MS. MARTINEZ: Thank you.

4 MR. LEPERE: Girls, you should be proud of your
5 dad.

6 MR. MARTINEZ: Thanks for your time.

7 MR. HOLLINGSWORTH: Thanks, Chief.

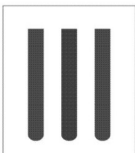
8 MR. MARTINEZ: All right. Thank you. Thank
9 you, Rod.

10 MR. GARCIA: So Chief, thank you very much. Mr.
11 Martinez, I have a question for you. Who were those
12 two cute girls that were up here with you?

13 MR. MARTINEZ: These are my two daughters,
14 Johanna and Mariah. I have a five-month old as
15 well, so I can see he's getting a little too fussy,
16 my wife had to take him out. Hopefully we have
17 enough video footage where I can save something for
18 her to watch.

19 MR. GARCIA: Well, the board wants to
20 congratulate you and in particular congratulate your
21 two daughters for having a dad who's a hero. That's
22 a big deal, girls.

23 MR. GILZEAN: Again, thank you, Chief.
24 Congratulations, Firefighter Paramedic Mr. Martinez.
25 We're glad that you're healthy and here today,



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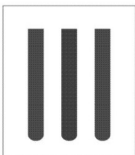
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1 Steven Hollingsworth. Next slide. All right.
2 During the last board meeting, I had the pleasure of
3 sharing some truly exciting news. Through our
4 collaboration with CareerSource, Osceola Public --
5 Osceola County Public Schools, NeoCity Academy, we
6 have a couple of students interning here with -- at
7 the Central Florida Tourism Oversight District.
8 This partnership has opened up incredible
9 opportunities for these students who are currently
10 participating in a four-week summer program. And
11 they're gaining firsthand experience and insider's
12 perspective on providing exceptional services to our
13 taxpayers within the district. Before I introduce
14 the students, let's watch this short video
15 highlighting some of their experiences thus far.

16 (VIDEO PLAYS)

17 MR. GILZEAN: All right. So today I'm thrilled
18 to introduce five exceptional -- five out of the ten
19 exceptional students who are halfway through their
20 internships who have joined us today. Let's give a
21 warm welcome to Kellan, Caden, Jayden, Kerin, and
22 Quoron. So five -- the other five students are on a
23 boat with our environmental science team or they
24 would be here this morning. Quoron and Jayden,
25 would you like to share a few words of your



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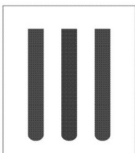
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1 experience thus far?

2 MR. FIGUEORA: Absolutely. Absolutely. Yes.

3 MR. GILZEAN: All right.

4 MR. DUNCANSON: All, my name is Quoron
5 Duncanson. I'm a rising senior at NeoCity Academy.
6 And I'm going to be honest, when we first went to
7 CareerSource for the job fair, we had no clue what
8 the district was. I was -- they told us that we had
9 to choose what we wanted to do. And I chose
10 business management and I was curious what a
11 municipality had to do with business management. So
12 when we came here, they told us we were going to go
13 through the different departments. And I learned
14 very valuable lessons at each one, but specifically,
15 I want to focus on the collaboration and
16 communication between all the different departments
17 and how it's all like gelled together and can work
18 seamlessly with each other. And I think this goes
19 through the group of people that have been hired and
20 the group of people that are in places of position
21 that work well with each other, communicate well,
22 and are varied in all that they do. Me, personally,
23 I want to go into entrepreneurship. So being here
24 and seeing how a business like this is ran and the
25 different parts and the different moving sectors of



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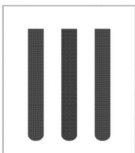
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1 this has helped me be able to learn how I can start
2 my own business with -- whether it was with finance
3 or with contracts and procurement or going walking
4 around and seeing the different garages and how each
5 discipline can really have its mark on each
6 different part of the district. And I think it's
7 also a valuable lesson to learn how the passion that
8 with the people that work here is very important
9 because I didn't meet not one person that was ever
10 in any sort of mood or mad or not willing to answer
11 questions. They all wanted to be -- wanted to teach
12 us and wanted to be here. And I felt that was very
13 important to see because when people would talk
14 about 9:00 to 5:00s now, it is with a very negative
15 connotation. And I feel that when it's something
16 that you're passionate about, it shouldn't be looked
17 at as negative, but because you're doing what you
18 want to do. And, yeah, that's all I have to say.

19 MR. FIGUEORA: All right. To add on to that, I
20 want to talk about how we can see the different
21 perspectives of every department as well. When I
22 first applied, when I first had my interview, they
23 were telling me that there's going to be like a
24 little bit about the environmental science, a little
25 bit about more of engineering. And as somebody



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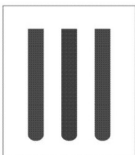
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1 who's more into engineering, I also wanted to see
2 those other aspects. So getting a view from every
3 different -- getting every different point of view
4 was extremely valuable to me. And it was to the
5 point where I've told some of -- some of the people
6 who work here that even knowing what I don't want to
7 do out of this, out of this internship is just as
8 valuable. And I'm going to use this example that
9 I've also -- I've told Quoron and I've told some
10 other people as well that we've gone to Flamingo
11 Crossings nearby. We've gone there like every day.
12 But every time we go, it's with a different
13 department. So we get a different perspective what
14 they see on Flamingo Crossings. Like, for example,
15 we were with electrical. So we went into one of the
16 buildings that was going to be constructed soon,
17 Skyline Chili. And we -- he -- we were looking at
18 the electrical systems. And we were looking at
19 parking as well. So he takes us around the back.
20 And we see the parking area. So seeing the
21 different perspectives as well is just as important.

22 MR. GILZEAN: Awesome. Thank you.

23 MR. FIGUEORA: Thank you.

24 MR. GILZEAN: These students truly stand out
25 and display remarkable dedication and enthusiasm. I



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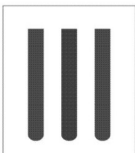
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1 don't even -- that's there right there.
2 Furthermore, I'm pleased to also introduce the
3 leadership of NeoCity, both Jonathan and Julia, who
4 are going to come up and say a couple things about
5 their outstanding school that I understand is one of
6 the top 10 STEM high schools in the state of
7 Florida. Come on up and say a couple things.

8 MR. MOTTA: Good morning. So my name is
9 Jonathan Motta. I am our experiential learning
10 coordinator and partnerships coordinator at NeoCity
11 Academy. And this is Julia Ullmann, who is our
12 assistant principal of curriculum and instruction at
13 NeoCity Academy. So first of all, we'd like to
14 thank the board. We'd like to thank the district
15 for hosting all of our incredible students. I --
16 just watching the video today, I was like, oh, man.
17 Like, they actually got, like, what we set out was a
18 really unique internship opportunity where they got
19 to learn and grow and actually see what it takes to
20 run something like this. But we'd also like to
21 thank CareerSource for partnering with us. We
22 received a senate appropriations grant last summer.
23 That is what we were able to use to pay students.
24 So these students are not just volunteering their
25 time. They're actually being -- there's, like,



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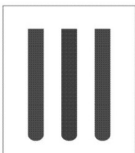
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1 bagpipes outside. I'm sorry.

2 MR. GILZEAN: That's what happens when you show
3 up here, right?

4 MR. MOTTA: Party. But they're actually paid
5 interns through a partnership with CareerSource in
6 Darren Soto's office. So it -- it's really awesome
7 to see what these ten students were able to do in
8 just a short amount of time. We have about 65
9 interns placed all throughout Central Florida this
10 summer. Some of those -- or a lot of those are
11 through CareerSource. And these types of experiences
12 are what we're trying to create at NeoCity Academy.
13 We know that these are valuable for our students who
14 are going to be going on and serving in roles and
15 jobs that aren't even developed yet. They need to
16 know and understand where industry is heading. So
17 students at our school may be in artificial
18 intelligence. They may be in engineering. They may
19 be in biodesign. That's just the baseline
20 foundation that we want them to understand when they
21 go to post- secondary and beyond. So whether they
22 wind up here working as members of your team, we
23 really want them to stay in the Central Florida
24 area. The Central Florida area is rapidly expanding
25 in a variety of sectors from MedicalCity to NeoCity,



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1 Tech Park. There's so many opportunities that are
2 going to be available to them. And we want to expose
3 our students to those things in Central Florida so
4 that they're not leaving and going elsewhere. We
5 want them ultimately, the talent, to stay in Central
6 Florida. So that's something that we've been
7 working with local governments to talk about, how do
8 we -- how do we make that happen? So thank you guys
9 for opening up your doors. That's the toughest
10 thing for us to get an organization to do. And
11 hopefully now you guys see what high schoolers are
12 capable of. So thank you, guys.

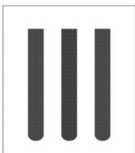
13 MR. GILZEAN: Absolutely.

14 MS. ULLMANN: I guess I'll go. No. I --

15 MR. GILZEAN: Okay.

16 MS. ULLMANN: I just wanted to echo Mr. Motta
17 in thanking everybody for providing that opportunity
18 for our students and just want to say how proud I am
19 of all of them. And they're the ones that make our
20 school number one in the state of Florida. Thank
21 you.

22 MR. GILZEAN: All right. And one last person
23 that I want to bring up here. We owe a debt of
24 gratitude to CareerSource for making this possible.
25 Thank you for your valuable support, which allows



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1 the compensation as you heard that these students
2 are getting a paid internship. Chairmen, board
3 members, these students will receive \$2,250 over
4 their course. I wish I had a paid internship like
5 that. So because of that, I want to welcome our
6 friend, Tadar, who's the COO of CareerSource, just
7 to talk a little bit about this partnership. And
8 how are we're going to expand this, Tadar?

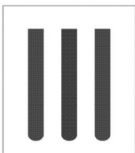
9 MR. MUHAMMAD: I like -- I like --

10 MR. GILZEAN: How are we going to make it open
11 for other --

12 MR. MUHAMMAD: I like how you're talking. Well,
13 good morning. Tadar Muhammad. I'm the chief
14 operating officer for CareerSource Central Florida.
15 News flash, I've only been on the job for two months
16 so don't hold it against me. Glen, we're in the
17 same company in some cases.

18 MR. GILZEAN: Yeah.

19 MR. MUHAMMAD: Think about this. I have a
20 question for you guys, just to think as a board.
21 You know, think back to your first job. Think back
22 to the opportunities when you were in school. What
23 were the things that were most important that you
24 were exposed to? For me, I was exposed to home
25 economics. Back then, they called it industrial



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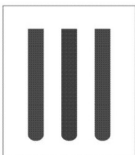
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1 arts. And they called it a number of things. You
2 learned how to sew. You learned how to type. You
3 learned how to get gritty with the work. That is in
4 fact what these gentlemen have learned today. And
5 it's interesting. I went on a tour of NeoCity
6 Academy about a year ago. And you were my tour
7 guide. So CareerSource is really -- when you think
8 about what we're trying to do within CareerSource is
9 exactly that. You're seeing the living proof
10 exactly what we're trying to do. It's to help those
11 young people in partnership with governments,
12 municipalities, businesses, all of those intertwined
13 to help our young people know what's next? How
14 could they stay home and be successful? Our mission
15 at CareerSource Central Florida is really to do two
16 things. One is to give those individuals an
17 opportunity to connect with careers as a Central
18 Floridian. The second thing is to develop talent
19 for our businesses. We know that the businesses
20 really need to understand how to get to that talent.
21 And we want to be able to do that. About maybe --
22 we've been doing summer youth programs for about 20
23 years or more. But in the last five or six years,
24 we've been really committed to serving at least
25 1,000 individuals every summer. And so this is --



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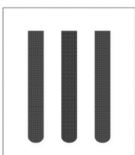
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1 this is one great opportunity in partnership with
2 the great team here. But we also do it in five other
3 counties. What's interesting is that we've not had
4 a real good opportunity to really expand on this
5 opportunity within public service and those jobs
6 that are really good jobs that are within our
7 communities. And this gives us an opportunity to do
8 that. We look forward to more opportunities. We
9 want to keep this going, not only over the summer
10 but try to figure out how do we do this year round
11 so that young people, like these wonderful students,
12 have the same opportunity. Glen, I appreciate you
13 giving us the opportunity. And thank you so much
14 for us being here and being a part of this wonderful
15 partnership.

16 MR. GILZEAN: Absolutely. Before I conclude
17 this segment of my report, I did see the school
18 board member, John Arguello. And I would be remiss
19 if I didn't give you an opportunity to say a couple
20 words, Mr. School Board Member, since we -- I also
21 have a school board member on my board.

22 MR. ARGUELLO: Given the opportunity to speak,
23 I have to take the opportunity just to say, thank
24 you, Glen. We've met on about four occasions in the
25 past. One time was when you were with Step Up. And



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1 the amount of people that you helped in Step Up is
2 at the very least tens of thousands of people. So
3 as a school board member, I've talked a lot about
4 vision. It takes a lot of vision to involve people
5 very young. This morning, I wanted to go see the
6 firetruck, right? And I got a flat tire on the way
7 over here. So you know, like, that's the --
8 somebody mentioned the grit, right? Well, life is a
9 lot about experiences and how you deal with those
10 grits. Without these types of experiences for our
11 students, then as a young person you only deal
12 through the suffering and the building of character,
13 so to speak, of life, not through the development
14 portion that turns you into a leader. And so Glen,
15 you are absolutely someone who has been dedicated to
16 that throughout your career. And I truly appreciate
17 the partnership that you have with students in
18 general and our community in general. It speaks
19 volumes about you. They picked the right person for
20 this position certainly. The next place was with
21 the Urban League. And then we had got to meet again
22 on one of those occasions where you came to the
23 district and you helped a lot of people, a lot of
24 adults get through certifications through the school
25 district. So as you're in public service and you're



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1 going through and you're meeting people in general
2 and there's people who are contributing on a
3 constant basis, at random, they come into your
4 lives. And you -- you're just in awe of the amount
5 of effort and love that they're putting into the
6 community. Glen, you've been one of those people.
7 So I don't think that our children, our students,
8 our community members have a better person to follow
9 in terms of a model than you. So thank you very
10 much. For you students, this -- what a great
11 opportunity this is, right? Like I mentioned, I got
12 -- I had a flat tire earlier in the morning. It
13 reminded me of when I was a young dad and I had my
14 baby and I ran out of gas one time, right? As a
15 young parent, you -- that life struggle. Well, this
16 is a great opportunity for you to build character in
17 a way that's going to help you go leaps and bounds
18 into a career hopefully, right? In engineering,
19 right? A better tire, if I can make a suggestion,
20 you know, for those of you who are studying that,
21 would be great. But take this opportunity learn the
22 most that you can from it. And then once you've
23 learned everything that you can, come back and serve
24 your community the way that Glen has if you -- if I
25 can make a request. So thank you, Glen. I



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1 appreciate the opportunity.

2 MR. GILZEAN: Thank you. Mr. Chairman, that
3 concludes my manager report. And I know we'll have
4 another segment. But I'll talk on that when that
5 comes up.

6 MR. GARCIA: Okay. But before we move on, I
7 don't know if my fellow board members would have any
8 comments --

9 MR. GILZEAN: Okay.

10 MR. GARCIA: -- at this point.

11 MR. BARAKAT: Mr. Chairman, I'm not one -- I
12 promised myself I would not be a Chatty Cathy at
13 these things. It's -- I -- it's hard not to respond
14 to that presentation. I just want to underline. I
15 mean, this partnership with CareerSource is such a
16 -- such a tremendous thing. And I'm passionate
17 about educating young people for meaningful careers.
18 And I love that we're getting involved in this
19 partnership. One, there's so much need for this
20 kind of training. There's so many -- so much great
21 opportunity in these -- in these careers. And I
22 love that we're -- there's really magic happening
23 behind the scenes of this district. And I love that
24 we're opening the curtain, one, to hopefully expose
25 these young people to the meaningful work that can



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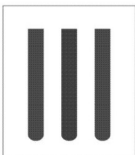
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1 be done, whether it's the fire department,
2 environmental, construction department, on down the
3 line. Really tremendous careers, so much great
4 opportunity in this state. And I love that we're
5 helping contribute to that. And I love that the
6 partnership with CareerSource will help -- will help
7 build that. There's so many great jobs out there,
8 so much need. And there's just a little bit of a
9 mismatch. We're not -- we're -- you know, we need to
10 get our young people into these careers. And that's
11 a tremendous thing too, I think, in the spirit of
12 sunshine that we're just opening the doors of this
13 district. And we're letting -- we're letting
14 members of the public from high school on up see the
15 great things that are being done by the members of
16 this district. And I think it's a very powerful
17 thing. It's something that we haven't had in the
18 spirit of sunshine in this district for a long time.
19 And I'm glad that we're taking a meaningful step in
20 that direction. So I want thank you, Mr. -- Mr.
21 Gilzean. I want to thank the folks at CareerSource
22 and the young folks in the NeoCity Academy and the
23 -- and the young folks. God bless you for what
24 you're doing. The STEM careers are an amazing
25 thing. Maybe, in this room today, maybe we've got



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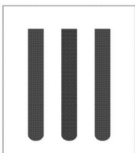
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1 the next Glen Gilzean or maybe the next Charles
2 Goodyear apparently. So God bless you. Thank you.

3 MS. ZIEGLER: I just want to echo that. And
4 I'm over here grinning. I love this aspect of it as
5 a school board member, just seeing young leaders
6 take the opportunity. And I want to commend the
7 students for seizing on the opportunity to take the
8 internship. Many people could just sit by the
9 sidelines and miss that opportunity to consider what
10 you've seen and experienced. That'll go a long way.
11 I'm a big fan of operations. I think that people
12 don't realize all the stuff that goes in and the
13 heart and the passion. And you mentioned that. And
14 to me, you can read about it in a book. But until
15 you have that human interaction and you get to see
16 how people go to work and love what they do. So I
17 think as mentioned, 9:00 to 5:00 is irrelevant when
18 you love what you do. I can -- I can -- I can echo
19 that. And I think a lot of our staff is that as
20 well. And I think that's something I experienced
21 when I took my first behind the scenes tour as well.
22 And I think it's something that's really important
23 the community to understand. I know there's a lot
24 of other discussions. But there are amazing human
25 beings that work tirelessly to make this work for



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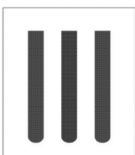
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1 everyone else and make it seamless. And so I'm so
2 excited that you guys got the experience to see
3 that. And also when the gentlemen said that it was
4 also good to experience to see what you want -- you
5 may not like. And that is very insightful. Yes. It
6 is, because, you know, you -- every day counts. And
7 so if you see something that really doesn't fit with
8 you, you can go off another path. But Mr. Gilzean,
9 I am thrilled with your leadership and the community
10 that you're building here and illustrating again the
11 bridging of the community members and the human
12 component that makes all of this so great and work.
13 So I look forward to many more presentations like
14 this. I'm smiling here, too. So thank you very
15 much.

16 MR. PERI: You know, the toughest thing I think
17 as you grew up is getting your first job. And the
18 problem is you don't have the experience to get the
19 job. But you can do the job. And so how do you get
20 the job if you don't have the experience to get the
21 job experience that you need to get the job? It's
22 crazy. Okay. However, what this really has done is
23 for these young people, it's provided them something
24 that is the -- really a gateway into your future.
25 And one of the things I really like is that, you



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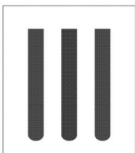
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1 know, the first jobs you take pretty much set a
2 direction for most people what their life is going
3 to be like. And you're being given this opportunity
4 to view various different types of jobs so that you
5 can choose and know what you like. And I just think
6 this is fantastic. And I think CareerSource,
7 NeoCity, and certainly Mr. Gilzean, you know, this
8 is a new dimension for the district. And it's a
9 really exciting one because people can see and can
10 benefit from all of this. And I -- it frankly makes
11 me very proud to be a board member. And I do want
12 to thank you again. And I thank -- I thank all the
13 people who've been involved with this.

14 MR. GARCIA: Yeah. I wish I could add
15 something to those comments to my fellow board
16 members. But there's nothing to add. Thank you, Mr.
17 Gilzean. .

18 MR. PERI: Thank you.

19 MR. GILZEAN: Okay. So Mr. Chairman, as we
20 move on to the second part of our report, I just
21 have a quick couple comments. Since the inception
22 of this board, our top priority has been serving in
23 a fair and transparent capacity. Each board
24 meeting, we begin with public listening sessions.
25 And over the number of meetings, we've heard



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1 concerns from individuals and business alike about
2 the rising costs within our communities. We heard
3 you loud and clear. All of us at the district have
4 been working hard over the past several months to
5 implement a plan to address those concerns. I'm
6 proud to announce that we have accomplished just
7 that with our budget proposal. Our budget will cut
8 the current property tax rate by nearly 7 percent as
9 the millage rate is changed from -- 13.9 to 12.9
10 respectfully. Importantly, we made sure to keep
11 core services of this district, that they will not
12 be impacted. We're able to do this by prioritizing
13 spending and implementing best government practices.
14 We all know that our district is a one of a kind
15 destination. Millions of visitors around the world
16 each year visit us. And when they come here, we
17 have an obligation to keep them safe. In our
18 budget, we are -- in our budget, I was shocked to
19 find out that we only had one emergency coordinator
20 for the entire district. That, we -- that is clearly
21 insufficient for the scope and the scale of the
22 activity that -- and the work that we do here each
23 and every day. So as we move forward with the
24 budgetary process, my goal and priority, as I've
25 said once in the past and continue to say, is that



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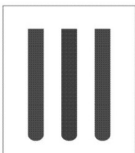
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1 public safety is paramount. And we'll be making --
2 we will be prioritizing such things. We are also
3 fortifying our financial reserve. And we are
4 increasing to ensure that there's a quality
5 financial reserve in this proposal. The proposed
6 budget is also a result of months of listening to
7 you, our colleagues, our neighbors, taking your
8 concerns seriously. But that's just the beginning.
9 We have two more listening sessions in the coming
10 months. And we hope that as many people can come
11 out and provide us input as we continue to make this
12 district an open and transparent one. We are now
13 going to hear from our financial advisors at PRAG
14 who will be giving us an update on both utility
15 rates assessment by Raftelis, and also go over a
16 full overview on the budget and millage rate with
17 our staff member, Susan.

18 PRAG, come on up.

19 MR. GAERTNER: Thank you. Good morning. My
20 name is Wendell Gaertner with Public Resource
21 Advisory Group, a financial advisor to the district.
22 I am here today with my colleague, Marianne Edmonds.
23 And as Glen said, today I want to walk through the
24 budgeting process the board is going to follow over
25 the next few months as you consider your two budgets



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1 for the district: the general fund budget, which is
2 paid primarily by property taxes, and the utility
3 system budget, which is supported by the utility
4 rate payers. And while today's meeting will focus
5 on the general fund budget, I want to start with a
6 brief update on the status of the utility fund
7 budget. Although not controlled by statute, in
8 Florida, most municipal utilities adopt a budget in
9 September for the upcoming fiscal year. And that
10 budget can be adjusted through the year if needed.
11 In anticipation of the need to fully understand the
12 components of the budget, at your May 10th meeting,
13 PRAG recommended that the district engage Raftelis
14 as its rate consultant to review and evaluate the
15 cost estimates provided by Reedy Creek Energy
16 Services, or RCES. Raftelis has been working
17 directly with the district staff, PRAG, and RCES
18 over the past couple months. RCES has been
19 cooperative in providing data, describing
20 procedures, and sharing their financial models for
21 the various utility systems. There have been
22 multiple meetings and a large number of data
23 requests that have been filled by RCES and by the
24 district. Raftelis has started the benchmarking
25 process against similar utilities. And in fact,

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1 there's another model review session scheduled for
2 this afternoon. The labor services agreement
3 between the district and RCES calls for RCES to
4 provide the operational service fee and the
5 operational service cap for the upcoming fiscal year
6 by July 1st, which we -- they have done. The labor
7 service agreement also calls for the district to
8 agree upon the amount of the fee and the fee cap by
9 July 30th. Raftelis is not yet in the position to
10 opine on the reasonableness of the cost estimate
11 prior to the July 30th date required under the labor
12 service agreement. Raftelis, PRAG, district staff,
13 and RCES all agree that a 30-day extension of the
14 July 30th date is appropriate. Raftelis expects to
15 present their preliminary findings at the August
16 23rd board meeting. So in anticipation of a report
17 and presentation by Raftelis at the August meeting,
18 I would ask the board to formally approve a 30- day
19 extension for finalization of the operational
20 service fee and the operational service cap for
21 fiscal year '24 to allow PRAG, Raftelis, and staff
22 to complete the review of RCES' proposed annual
23 adjustment of the operational services and
24 operational service fee. I do think it's
25 appropriate to have that vote on the record. But I



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1 will ask the attorneys for any comment.

2 MR. LANGLEY: I agree that's a good idea. We
3 essentially need a motion by the board to accept the
4 30- day extension under the labor services agreement
5 to establish the agreement on the service fee for
6 the year.

7 MR. GARCIA: Do we have such a motion?

8 MR. PERI: Yes.

9 MR. GARCIA: So moved. Any second?

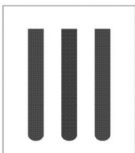
10 MS. ZIEGLER: Second.

11 MR. GARCIA: Any discussion? All in favor,
12 please indicate by saying aye.

13 THE BOARD: Aye.

14 MR. GARCIA: Any opposed? Let the record
15 reflect the vote passed unanimously. Please
16 continue.

17 MR. GAERTNER: Thank you. We'll be back in
18 August with details on the utility budget. But I
19 would like to provide an overview of the budgeting
20 process for the district's general fund. The
21 process for establishing the district's general fund
22 budget is subject to Florida statutes in order to
23 ensure that the tax levies are properly placed on
24 the taxable property in the district. As Mr.
25 Gilzean had said, budget development starts with the



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1 determination the funding the district will need to
2 operate during the fiscal year, including operating
3 costs, reserves, and payment of outstanding debt.
4 Staff began budget preparation earlier this year
5 with the initial department budget requests were
6 submitted to finance staff in June. Finance staff
7 has been working with the departments and the
8 district administrator to refine these requests and
9 develop a preliminary budget that will be presented
10 in detail by staff this morning. The property
11 appraisers of Orange and Osceola County released the
12 net taxable assessed property values for this budget
13 year on July 1, 2023. That enabled staff and the
14 administrator to decide upon the property tax rate
15 or millage rate needed to generate the required
16 revenue to fund a budget. One mill is equivalent to
17 \$1 in taxes for \$1,000 of net taxable assessed
18 property value. The millage rate proposed to you
19 today, if approved, will be the maximum millage rate
20 the district can levy without extraordinary
21 notification requirements to all property owners.
22 So from a practical perspective, it should be
23 considered the maximum millage rate the district can
24 levy for the upcoming year. At the August meeting,
25 staff will present more details on the line items

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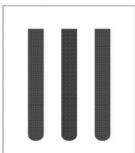
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1 within the budget utilizing the approved millage
2 rate and the net taxable assessed value. The first
3 reading of the budget will then occur on September
4 13th at a public hearing with a final reading at a
5 public hearing on September 27th. And the new budget
6 will go into effect on October 1st. Later in the
7 meeting, I'll be presenting a fund balance policy
8 for the board's consideration. Among other things,
9 this policy calls for an unrestricted fund balance
10 equal to two months of general fund operating
11 expenses. The policy allows replenishment of
12 reserves over a three-year period if they drop below
13 this level for any reason. We've advised staff that
14 it's reasonable to also build up to this reserve
15 level over a period not to exceed three years when a
16 policy is initially implemented. And staff is
17 utilizing that approach in the current budget. So
18 that is the overview. And I'll turn it over to
19 staff.

20 MS. HIGGINBATHAM: I'm Susan Higginbatham from
21 the district finance department. And I'll be going
22 over some details in a summary way over the --
23 regarding the general fund and debt service budgets
24 for the district. And I will repeat a lot of the
25 things that Wendell said. But it is very important



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1 that everyone understands the process. The general
2 fund and debt service funds are primarily funded by
3 ad valorem taxes. On the screen, you'll see our
4 assessed value that we're using from the Orange
5 County and Osceola County property appraisers, \$15.3
6 billion in assessed values. That is a \$1.9 billion
7 increase from prior year of \$13.4 billion. Of this
8 \$15.3 billion in assessed value, 265 million is
9 attributable to new construction and new additions
10 within the district. Below that, you'll see our
11 millage rates for our debt portion of our millage
12 rate. We are proposing a decrease from 4.64 mills
13 to 3.96 mills. And for our operating millage rate,
14 a decrease from 9.26 mills to 8.99 mills. Combining
15 those you get the decrease that Glen recognized,
16 which is a total of 13.9 mills to 12.95 mills.
17 Because the district does participate in the state
18 of Florida Truth in Millage process to levy these ad
19 valorem taxes, I am required to inform you about the
20 rollback rate. So the rollback rate, as you can
21 see, is 8.261. This is the rate that would generate
22 the same taxes as prior year taking out the new
23 construction. So that is comparable to our
24 operating millage rate. You'll see our operating
25 millage rate is 8.99. With the rollback rate being



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1 8.261, that is an 8.82 percent increase over the
2 rollback rate. Again, this is required by the state
3 of Florida. And as both Wendell and Glen have
4 mentioned, we will have various public hearings.
5 And this will be repeated so that it is understood
6 by you guys and by the public. Looking at our
7 revenues, you will see for fiscal year '24, we are
8 proposing total revenues of \$194 million. The
9 majority of that is from our ad valorem taxes, which
10 is \$188 million. Also, you'll see an increase in
11 our permits and fees revenue. We are currently
12 conducting a fee study on our building and safety
13 permits and fees with the goal being to recover the
14 costs of that department. And we have not performed
15 such a study in over eight years. So it's time that
16 we take a look at that again just to recover the
17 costs in that department. Moving on to our
18 expenditures, our total operating expenditures,
19 proposing \$140.6 million. That includes our labor of
20 67.1 million. Included in our labor is our
21 contractual increases that you just approved with
22 our new bargaining unit contract as well as annual
23 increases for our non-bargaining unit employees. We
24 also have additional headcount in our labor that
25 Glen has recognized already. And the district does



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1 participate in the Florida Retirement System. And
2 we are expecting increased contribution rates, two
3 percent for regular class members, and 4.8 percent
4 for our high-risk members, so that is also factored
5 into our labor budget. Other expense, 67.8 million.
6 Larger items within this amount are our planned work
7 projects that we use to maintain our facilities and
8 our buildings. Also, our roadways, we have paving,
9 milling and resurfacing, and also, we have guardrail
10 repairs in here. Drainage, our drainage system,
11 which is a big part of the district, is in this
12 amount. And then we have our outside services. So
13 the district hires outside services to maintain our
14 landscaping and our -- on our roadway, and also
15 operate our garages. That's included in this
16 number. And then you'll see our capital outlay.
17 This line represents our direct purchases of fixed
18 assets, such as machinery and equipment,
19 automobiles. You'll see we have a savings over
20 fiscal year '23. Our environmental sciences lab
21 building, which is in progress now, will not be
22 completed by September 30th, so we will be rolling
23 that over into fiscal year '24. Continuing down our
24 slide, I have a transfer in from our drainage
25 reserve funds. So our drainage reserve funds is

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1 prior collected drainage fees that can only be used
2 for repairs on our drainage system, so we will be
3 getting \$3 million in from our drainage reserve to
4 cover certain costs that this can be applied to.
5 Debt service, 58 million. You can see that's the
6 same. That is our -- just our regular debt service
7 schedule. We don't anticipate any changes in that.
8 And for our insurance, I'm still waiting on some
9 quotes, so right now, this is just a placeholder.
10 So like I said, this is a proposed budget. You'll
11 see our expenditure totaling 198.7 million. If you
12 recall from my prior slide, our revenues were 194
13 million, so we will have an excess of expenditures
14 over our revenue of around \$4 million, and we will
15 be using our beginning fund balance to cover that
16 amount. And again, some of this is going to be
17 repetitive, but it is very important. So today, we
18 will be asking you to approve the proposed millage
19 of 12.95 mills. This is the millage rate that will
20 go on the TRIMs, which will be mailed by both
21 counties' property appraisers to the taxpayers.
22 Once this millage rate is sent out, we cannot raise
23 it, we can only lower it. Then once that is done, I
24 will go back and -- with staff, and we will continue
25 to work on the budget. We continually track and



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1 monitor the actuals, so that we can have a good idea
2 of our ending fund balance for '23, because that is
3 our beginning fund balance for '24, and we still
4 have some refining to do on our fiscal year '24
5 numbers. The TRIMs actually advertise the first
6 budget hearing -- public budget hearing, which is
7 September 13th at 5:05, where we will vote on the
8 tentative millage rate and the tentative budget.
9 And then we will have our final budget hearing on
10 September 27th at 5:00 p.m., where we'll have our
11 final millage and final budget. And that concludes
12 my presentation, if you have any questions. We will
13 be getting a little bit further detail when we get
14 to the August meeting.

15 MR. GILZEAN: Yeah. Thank you, Susan.

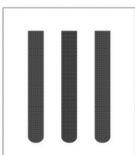
16 MS. HIGGINBATHAM: Thank you.

17 MR. GILZEAN: I'll turn it -- do you have
18 anything, General Counsel, that you want to add
19 before we turn it to the board?

20 MR. LANGLEY: I understand that we would like a
21 motion. Is this something you want me to state for
22 the board to adopt a motion?

23 MR. GARCIA: Yes, please.

24 MR. LANGLEY: Okay. The staff is requesting
25 the board to move to set the millage rate for the



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1 fiscal year 2023 to 2024 for TRIM notice purposes at
2 12.95 mills?

3 MS. HIGGINBATHAM: Correct?

4 MR. LANGLEY: That's the motion I'd like you to
5 make.

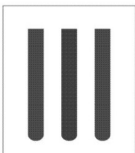
6 MR. GARCIA: Is there such a motion?

7 MR. ARDAMAN: I'll motion.

8 MR. GARCIA: Second?

9 MR. PERI: Second.

10 MR. GARCIA: Any discussion with respect to
11 this motion, or with respect to the presentations
12 that we just received from any of my fellow board
13 members? Hearing none, I do want to make some
14 comments. In light of our CEO's very good work I
15 want all of you to know that he has put egg on my
16 face, okay? And let me explain that, okay? When we
17 first were appointed to this position, one of the
18 things that I quickly realized, which was highly
19 unusual, because I've served on the board of a
20 special district, in the board of other government
21 agencies, is that there were no board policies,
22 none, and that's highly unusual. And I knew that
23 this board was going to have to bring in
24 professionals, and create and develop board policies
25 for this board, so that we could function as an



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1 honest, open, transparent, independent government,
2 and I knew that would cost us money. And as you've
3 seen, at almost every single board meeting,
4 including this one, we are adopting these kinds of
5 board policies that are good practices. The other
6 thing that I noticed when I was first appointed to
7 this board, that this district didn't have a CFO.
8 That position was vacant. And I've got an
9 accounting background, and I know a little bit about
10 accounting policies, and when I looked and started
11 asking some questions, I learned that there were not
12 -- there were no formal policies on some very
13 elementary issues for this district. And so we, as
14 a board, quickly decided that it made sense for us
15 to go out and hire a national firm, which was PRAG,
16 that does work all over the United States, and come
17 in here, and do a balance sheet and P&L analysis,
18 and give us advice and recommendations on what we
19 need to do as a board to make sure that we're
20 providing the financial transparency that an
21 independent government should be providing. And so
22 I knew we were going to have to pay for those
23 services and that it was going to cost us. The
24 other thing that we learned through our financial
25 advisor is that, because Disney entered into one of



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1 these 11th-hour agreements shortly before we were
2 appointed, to basically take over the utility
3 services from the district for ten years, we were
4 advised that we needed to hire a rate-setting
5 expert. I didn't even know what that was, but we
6 had to hire that to make -- that type of expert to
7 make sure that Disney is providing fair and
8 reasonable rates. And I knew that was going to cost
9 us money. And then we were sued. Disney sued this
10 board, didn't seek justice in their own backyard
11 here in Osceola or Orange County, but they sued us
12 up in North Florida. They sued us in Tallahassee,
13 in federal court, and when you're sued in federal
14 court, you have to hire federal court practitioners,
15 and they hired a national lawyer to represent them
16 in this lawsuit where they sued us up there. And so
17 I knew we were going to have to hire a national law
18 firm that specializes in federal practice. And so
19 we did, and I knew that that was going to cost us
20 money, because of Disney's actions. And then of
21 course, these 11th-hour agreements, we got an
22 opinion from a former Supreme Court Justice --
23 Florida Supreme Court Justice, and said those
24 agreements are void ab initio, which means that
25 they're unlawful. And so we, as a board, had to



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1 take our own action, and we, unlike Disney, are
2 seeking justice in our own backyard, and we filed a
3 lawsuit in the state court pursuant to the
4 recommendation of a former Supreme Court Justice,
5 telling us that those agreements are void ab initio.
6 And I knew that was going to cost us money, and
7 really good lawyers, really good financial advisors,
8 and really good rate-setting experts, and really
9 good general counsel, to provide us advice on new
10 policies that we needed, was going to cost us money,
11 and I knew that would be expensive. So you may
12 recall that I made a prediction at one of our
13 meetings that I thought we were going to have to
14 increase the tax rate to pay for all of these things
15 that I've just outlined. And much to my surprise,
16 okay, because of the great work of our CEO, Mr.
17 Gilzean, he dug in and reviewed the financials, and
18 found that there was spending on a number of fronts
19 that was wasteful, and that could be cut through the
20 district. And because of his good work, despite all
21 the other money that we're having to spend because
22 of the neglect of the old board not adopting the
23 appropriate policies, and the suits that have been
24 brought, and the 11th-hour agreements,
25 notwithstanding all that money, because of his good



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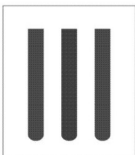
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1 work, he's found some savings. And let me give you
2 an example of what I've heard, and I've heard
3 others, that I'm prepared to say. What we
4 discovered is that the district was paying over \$8
5 million a year in overtime for law enforcement
6 services provided exclusively on Disney properties.
7 Now, Disney is not the only taxpayer in this
8 district. We have other taxpayers, but \$8 million
9 was being used for law enforcement services
10 exclusively on Disney properties. And that doesn't
11 make any sense to me, and it doesn't make any sense
12 to anybody on our team that's looked at it. And so
13 that's one of the savings that Mr. Gilzean has
14 found. And as we are doing more work, it appears
15 that there are a number of other naughty things that
16 this old board did with district funds. And so
17 we're going to look for further savings. But on
18 behalf of the board, I want to thank Mr. Gilzean for
19 putting egg on my face and finding that wasteful
20 spending, because we are determined to run an open,
21 honest, efficient, transparent, independent
22 government agency that is financially transparent
23 and financially efficient. And so I'm delighted
24 that we have this motion on the floor, and if
25 there's no further comments, I'll call for a vote.



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1 All in favor, can you please indicate by saying,
2 aye?

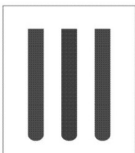
3 THE BOARD: Aye.

4 MR. GARCIA: Any opposed? Please let the
5 record reflect that the motion passed unanimously.
6 If there's nothing further on that agenda item,
7 we'll move to public hearings, And the first item is
8 9.1 Resolution 645. Mr. Langley?

9 MR. LANGLEY: Resolution number 645, or
10 Resolution of the Board of Supervisors of the
11 Central Florida Tourism Oversight District Adopting
12 a Fund Balance Policy. I do believe we have PRAG to
13 make a brief presentation on this policy.

14 MR. ARDAMAN: Thank you. The policy is in
15 front of you. It's in the package. I believe it's
16 fairly straightforward. Historically, there has not
17 been a fund balance policy of the district. There
18 have been adequate reserves, rating agencies have
19 recognized that, but it's been on a year-to-year
20 decision.

21 A fund balance policy sets a long-term goal of
22 what your fund balance or reserve should be. This
23 policy has a number of different types of reserves
24 to make sure that you are able to weather any --
25 hopefully, any unforeseen circumstances. As I said



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1 earlier, the -- one of the -- one of the main
2 policies here is that your unrestricted reserve is
3 equal to two months of operating expenses. That is
4 a good standard. It's something the rating agencies
5 look for as a strong credit positive. It is
6 something that will be built up for towards the next
7 couple of years, that it's not all moved in at once
8 for a sudden increase. That is a reasonable plan of
9 action, but this policy would have an unassigned
10 balance, which is the general reserve. It will
11 assign certain funds for unexpected emergencies,
12 recommending \$2 million for natural disasters,
13 whether that be weather-related or other sorts of
14 emergency situations. It will commit funds for which
15 you expect to spend dollars in the upcoming years,
16 whether that is for PAYGO capital, it's for service
17 water discharge fees; I think you saw an example of
18 that earlier. And it's putting aside money for
19 litigation that's not based on current operating,
20 and it also sets aside reserves to cover costs of
21 property taxpayers that are disputing their taxes.
22 We think having this policy is a strong credit
23 positive. We think having this policy will help in
24 future budgeting years, because you will know what
25 reserves you should be budgeting towards, and can

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1 then build the rest of your operating budget off of
2 that policy. So I have any -- I can answer any
3 questions you have.

4 MR. GARCIA: Any questions from my fellow board
5 members? Any comments?

6 I believe that we have to give an opportunity
7 for public comments --

8 MR. GILZEAN: Correct.

9 MR. GARCIA: -- is that correct?

10 MR. GILZEAN: Yes. This is a public hearing.

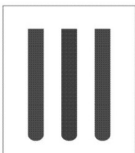
11 MR. GARCIA: Okay. This is a public hearing.
12 Is there anybody that wants to make a public comment
13 with respect to this resolution? Hearing none, is
14 there a motion that we adopt this resolution?

15 MS. ZIEGLER: I move that we adopt Resolution
16 number 645.

17 MR. GARCIA: Is there a second?

18 MR. BARAKAT: I'll so second.

19 MR. GARCIA: Any discussion? Let me just
20 briefly indicate that this is one of the items that
21 this board had to do, to take action to bring PRAG
22 to adopt policies that never existed before in the
23 district, and this policy that we're about to vote
24 on is something that is new. And just so -- to
25 summarize what our financial expert -- financial



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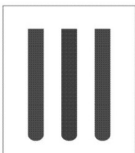
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1 advisor has indicated is the purpose of this policy,
2 and myself with a financial background, it's pretty
3 elementary that any independent government agency
4 have this type of policy. Here's what our financial
5 advisor, how he described the purpose. "The purpose
6 of this policy is to establish guidelines to ensure
7 that the district maintains adequate levels of fund
8 balance in the general fund, one, to mitigate
9 current and future risks such as revenue shortfalls,
10 unanticipated expenditures, natural disasters, or
11 other unforeseen circumstances; two, to help ensure
12 stable tax rates for the taxpayers; and three, to
13 ensure that the district has sound financial
14 management policies and practices to allow for the
15 highest possible credit rating, to reduce the
16 district's cost of future" -- and that's why this
17 policy has been adopted, and it's a new -- a new
18 policy this district hadn't had before. So all in
19 favor of the motion, please indicate by indicating
20 aye.

21 THE BOARD: Aye.

22 MR. GARCIA: Anyone opposed? Please let the
23 record reflect that the motion passed unanimously.
24 And then moving on to Item 9.2, specifically
25 Resolution 646. Mr. Langley?



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1 MR. LANGLEY: Resolution number 646, a
2 Resolution of the Central Florida Tourism Oversight
3 District Adopting a Conflicts of Interest Policy.
4 We've had several board members mention the need to
5 have policies that not only govern the rules of the
6 meeting, but also a general guideline and rules for
7 conflicts of interest. So my office has generated
8 the policy before you. It's is a -- it's consistent
9 with state law. It goes a little broader. I think
10 it's sort of in a format where it's easy for
11 everyone to understand, instead of being in legalese
12 like statutes are. So it -- you're governed in
13 addition to the policy, if you adopt it by Chapter
14 -- part 2 of Chapter 112 of Florida Statutes, which
15 is the Code of Ethics for Public Officers, and this
16 Conflicts of Interest Policy explains that chapter
17 in, like I said, non-legalese, but also provides for
18 additional guidelines for the board to ensure that
19 we are being transparent as a board, and not
20 generating unintentional conflicts of interest.
21 This gives you an understanding on the front end of
22 what sort of activities, as far as gratuities you're
23 not allowed to accept, what sort of employment would
24 be in conflict, what sort of interactions with
25 lobbyists or taxpayers would be inappropriate. So



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1 unless you have any questions for me, you have
2 before you a resolution that I recommend that you
3 adopt as presented.

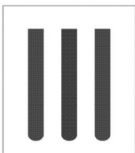
4 MR. GARCIA: Okay. And I believe we have to
5 give the opportunity for public comments; is that
6 correct?

7 MR. LANGLEY: That's correct.

8 MR. GARCIA: Are there any public comments with
9 respect to this Conflict of Interest Policy we're
10 adopting? Seeing none, is there a motion that we
11 adopt this resolution?

12 MR. BARAKAT: Mr. Chair, I'll so motion, but
13 I'd also just like to add, I mean, in my 20 years of
14 -- nearly 20 years of practice as a corporate
15 lawyer, you know, I think it is -- I -- representing
16 companies and businesses large and small, I -- this
17 is -- this is a policy that I've found at all levels
18 of business, governing the behavior of officers and
19 directors. Frankly, I'm stunned a little bit that
20 such a thing was not in place before, and -- but I
21 think it's a great thing that we're doing.

22 I think, hopefully, in looking at this policy,
23 as was mentioned by our general counsel, this goes
24 above and beyond sort of the mere minimum state law
25 requirements. It provides clarity about the



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1 behavior that we can and cannot, as a board, engage
2 in, and I think, hopefully, will give some great
3 comfort to the people in this district if they
4 didn't already have it, that this board is going to
5 be motivated solely by the best interests of the
6 folks in this district, and of those people in the
7 state of Florida. So with that, I'm very supportive
8 and glad that this has been moved forward. So I
9 will so motion for a vote on --

10 MS. ZIEGLER: Second.

11 MR. BARAKAT: -- Resolution 646.

12 MR. GARCIA: Is there a --

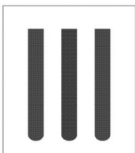
13 MS. ZIEGLER: Second.

14 MR. GARCIA: -- second?

15 MS. ZIEGLER: Second.

16 MR. GARCIA: Any further comments by any board
17 members?

18 MR. PERI: Yeah, I'd just like to say, as I
19 read through the policy, I was quite impressed,
20 because it includes a clause in there where if, in
21 some way, this conflicts with the state, with
22 regards to conflict of interest, the more stringent
23 will apply. I thought it was very interesting. It
24 is the desire of this board to be even more rigorous
25 than anything you might find required or mandated by



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1 the state.

2 MR. GARCIA: Thank you for those comments.

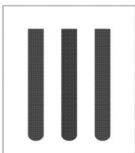
3 Hearing no further comments, all in favor, please
4 indicate by saying aye.

5 THE BOARD: Aye.

6 MR. GARCIA: Any opposed? Please let the
7 record reflect that the motion passed unanimously.
8 Next item on the agenda, unfinished business. Is
9 there any unfinished business by Mr. Gilzean, our
10 General Counsel, fellow board members? Hearing
11 none, we are going to temporarily recess and meet
12 with our Litigation Counsel in a shade meeting. At
13 the conclusion of that, we will meet in private in
14 the room next door. And after that, we will come
15 back and then adjourn. But seeing that General
16 Counsel may have some comments, could you please
17 respond?

18 MR. LANGLEY: Thank you. I just wanted to add
19 to that, that we've, as the acting General Counsel,
20 has -- have requested this executive session of the
21 board for purposes of the requirements of
22 286.011(8), Florida Statutes, the Sunshine law.

23 I am reading into the record the people that
24 will be in attendance. There will be a court
25 reporter who will be there to transcribe everything



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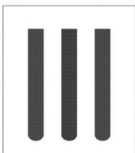
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1 that's said in the closed-door meeting. The persons
2 in attendance will be the full board present today,
3 Members Chair Garcia, Vice-Chair Barakat, Board
4 Member Peri, Board Member Ziegler, District
5 Administrator Glen Gilzean, Acting General Counsel
6 Daniel Langley and Kurt Ardaman, and also our
7 Litigation Counsel Paul Pugh. We estimate the
8 closed-door meeting will take about 45 minutes or
9 less, and then as the chair said, after we're
10 finished, we will come back to this room and adjourn
11 that portion of the meeting. Thank you. So if
12 there's nothing further, we would adjourn the public
13 part, and we'll go to the closed meeting.

14 MR. GARCIA: We'll be back.

15 (PUBLIC MEETING PORTION ADJOURNED AT 10:48 A.M.)

16 Addendum: Central Florida Tourism Oversight District Board
17 of Supervisors reconvened immediately following executive
18 session. Chair reopened the public meeting and then
19 officially adjourned the Board Meeting.
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C E R T I F I C A T E

STATE OF FLORIDA)
COUNTY OF ORANGE)

I, SAMANTHA PALMA, Court Reporter and Notary Public
for the State of Florida at Large, do hereby certify
that I was authorized to and did report the foregoing
proceeding, and that said transcript is a true record of
the said proceeding.

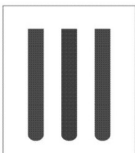
I FURTHER CERTIFY that I am not of counsel for,
related to, or employed by any of the parties or
attorneys involved herein, nor am I financially
interested in said action.

Submitted on: August 12, 2023.

SAMANTHA PALMA

SAMANTHA PALMA

Court Reporter, Notary Public



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Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 6.2

Page 1 of 1

Meeting Date	
August 23, 2023	
Agenda Item Name	
Designation of registered office and agent	
Requested Action	
Move to designate Glenton Gilzean, District Administrator at the registered agent for the Central Florida Tourism Oversight District and Designate 1900 Hotel Plaza Blvd, Lake Buena Vista, FL, 32830, as the registered office for the Central Florida Tourism Oversight District	
Staff Report	
Florida Statutes § 189.014 requires the District to designate a registered agent and a registered office. Upon designation this information will be sent by the District to the state and local governments in accordance with the law.	
Additional Analysis	
None	
Fiscal Impact Summary	
None	
Exhibits Attached	
None	

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 6.3

Page 1 of 1

Meeting Date	
August 23, 2023	
Agenda Item Name	
Proclamation for Fire Chief Richard Le Pere	
Requested Action	
Approval of Proclamation for Fire Chief Richard Le Pere	
Staff Report	
Chief Richard Le Pere is retiring on August 31, 2023 after 24 years of service to the District.	
Additional Analysis	
None	
Fiscal Impact Summary	
None	
Exhibits Attached	
1. Proclamation for Richard Le Pere, Fire Chief	

Proclamation

WHEREAS, Richard Le Pere, who served the Central Florida Tourism Oversight District (formerly known as the Reedy Creek Improvement District) through outstanding dedication to the District and its landowners, providing the highest level of service and professionalism, ensuring successful operations as Fire Chief, and

WHEREAS, Richard Le Pere is being recognized and thanked for his outstanding performance, exemplary dedication, and willingness to serve the District; and

WHEREAS, the members of the Board of Supervisors of the Central Florida Tourism Oversight District feel that Richard Le Pere merits and deserves the plaudits and appreciation of the Central Florida Tourism Oversight District;

NOW, THEREFORE, the Board of Supervisors of the Central Florida Tourism Oversight District assembled in regular session this 23rd day of August 2023, do hereby proclaim and express sincere appreciation and gratitude to Richard Le Pere for his outstanding service and dedication to the Central Florida Tourism Oversight District;

This Proclamation shall be set forth in full upon the minutes of this meeting and a certified copy of the same be presented to Richard Le Pere from the Board of Supervisors of the Central Florida Tourism Oversight District.

ADOPTED this 23rd day of August 2023.

By: _____
Martin Garcia, Chair of the Board of Supervisors

ATTEST:

Glenton Gilzean, Jr., District Administrator

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 7.2

Page 1 of 1

Meeting Date	
August 23, 2023	
Agenda Item Name	
Semi-Annual Report of Easements	
Requested Action	
Approval of Semi-Annual Report of Easements	
Staff Report	
The Semi-Annual Report of Easements executed by the District Administrator as required by Resolution No. 565 for the period of January – July 2023. A copy of the itemized log and easements are provided.	
Additional Analysis	
N/A	
Fiscal Impact Summary	
N/A	
Exhibits Attached	
Easement Log and Easements	

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

LOG #41 – January through July 2023

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
1/26/23	From RCID to Walt Disney Parks and Resorts U.S., Inc.	Non-Exclusive Temporary Easement Agreement	TCE to WDPR for Western Way, at Bear Island Road. For the purpose of: (i) constructing and installing underground conduit, communication lines and pull boxes (the “Communication Lines”); and, in accordance with the corridor utilization permit application; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.
2/8/23	From RCID to Toll Southeast LP Company, Inc.	Non-Exclusive Temporary Easement Agreement	TCE – Toll Brothers WM & RWM at Western Way and Avalon Road For the purpose of: (i) constructing and installing a sanitary force main, a reclaimed water main, and the appurtenant underground connections to the existing infrastructure (the ”Facilities”); and, in accordance with the right of way utilization permit application; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
3/21/23	From RCID to Walt Disney Parks and Resorts U.S., Inc.	Non-Exclusive Temporary Easement Agreement	<p>TCE to WDPR for lining/repairing stormwater drainage pipe under Buena Vista Drive, near Blizzard Beach</p> <p>For the purpose of: (i) inspecting the stormwater drainage system, construction and installation of pipe liners in the underground stormwater drainage system (the “Work”); and, in connection therewith (ii) access to and from the Easement Area, over and across adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.</p>
4/21/23	From RCID to Summit Broadband, Inc.	Non-Exclusive Temporary Easement Agreement	<p>TCE to Summit Broadband under Hotel Plaza Boulevard at Drury</p> <p>For the purpose of: (i) constructing and installing underground communication lines, conduits, and appurtenant underground facilities (the “Communication Lines”); and, in accordance with toe corridor utilization permit application; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.</p>
4/25/23	From RCID to Summit Broadband, Inc.	Non-Exclusive Temporary Easement Agreement	<p>TCE to Summit Broadband for C2 Canal at Celebration Place</p> <p>For the purpose of: (i) constructing and installing underground communication lines, conduits, and appurtenant underground facilities (the “Communication Lines”); and, in accordance with the corridor utilization</p>

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
			permit application; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.
4/28/23	From RCID to CenturyLink of Florida, Inc.	Non-Exclusive Temporary Easement Agreement	TCE to CenturyLink of Florida along South Hartzog Road For the purpose of: (i) constructing and installing underground communication lines (the “Communication Lines”); and, in accordance with the corridor utilization permit application; in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.
6/6/2023	From CFTOD to Duke Energy Florida, LLC., d/b/a Duke Energy	Non-Exclusive Temporary Easement Agreement	TCE to Duke Energy along Hartzog Road For the purpose of: (i) commencing and completing site preparation and all necessary construction staging related to the installation of underground lines and appurtenant underground facilities (the “Utilities”) necessary or appropriate for electric services to the Property and to adjacent properties, in accordance with the corridor utilization permit application; in connection therewith (ii) access to, from, over, and through the Easement Area and adjacent public roads, alleys, sidewalks and other portions of the Property as Grantor may specifically designate from time to time.

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (“**Grantor**”), and **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is Post Office Box 10000, Lake Buena Vista, Florida 32830 (“**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 (the “**Property**”); and

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

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

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

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

2. Grant and Use of Easement. Grantor grants to Grantee a non-exclusive temporary easement (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights, if any, of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on **May 31, 2023** (the “**Termination Date**”). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date, except as otherwise set out herein. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

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

4. Grantor's Reservation of Rights. Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not materially and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others to construct) improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

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

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

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Communication Lines to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Communication Lines are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Communication Lines. If any or all of the Easement Area or the Communication Lines are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Communication Lines, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

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

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

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

Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property, so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

d) not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Communication Lines;

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

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. Breach by Grantee. If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation,

to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. Condition of Easement Area; Indemnity.

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

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

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

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

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

c) Grantee shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of these Indemnitees pursuant to any such provision, it being agreed that comparative

or contributing negligence shall not relieve Grantee from its aforesaid obligation to indemnify, nor entitle Grantee to any contribution (either directly or indirectly) by those indemnified (except in instances of Grantor's or such Indemnitee's or Indemnitees' willful misconduct).

8. Insurance. Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "**Additional Insured**"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

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

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

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

11. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: District Administrator
Facsimile: (407) 934-6200

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

If to Grantee: Walt Disney Parks & Resorts U.S., Inc.
1375 Buena Vista Drive, Post Office Box 10000
Lake Buena Vista, Florida 32830
Attn: Legal Counsel

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

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

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

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

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

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

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

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

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

GRANTOR:

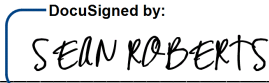
REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida

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

Dated: January 26, 2023

GRANTEE:

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

By:  _____ (Signature)
9CEC5DBAF3ED43A...
SEAN ROBERTS _____ (Print Name)

Its: Vice President (Title)

Dated: January 25, 2023

EXHIBIT "A"
Description of the Easement Area

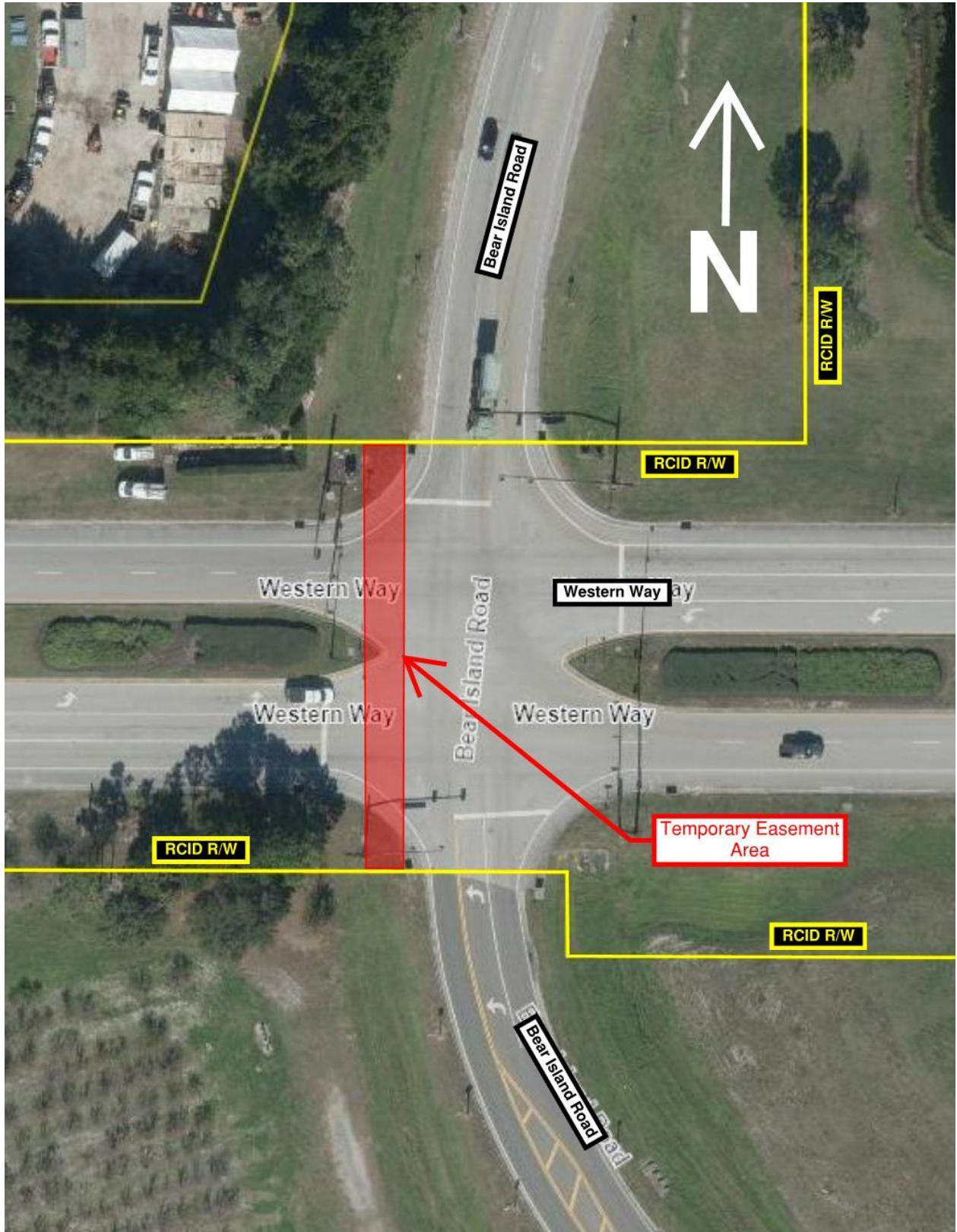


EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

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

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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

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

1. The work is within the corporate limits of a municipality. Yes () No () [Mark one]
If Yes, indicate the name of the municipality _____
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on _____ to the following utilities/municipalities

3. The office of RCID's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to RCID prior to commencement of the Work.
5. All Work, including materials and equipment, must meet RCID standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all RCID property shall be restored to its original condition, to the extent practicable, in keeping with RCID specifications and in a manner satisfactory to RCID.
7. Installations shall conform to RCID's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to RCID's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.
10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.

11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.
12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor (as determined in the sole discretion of the District Administrator of RCID), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon, as required by the District Administrator of RCID. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain _____ document between RCID and _____, dated _____, and, if recorded, filed in the records of _____ County, Book _____, Page _____. RCID acknowledges that this Permit is granted in conjunction with that certain document referenced above and in the event of any discrepancies between the two documents, RCID acknowledges that the terms and condition of this Permit are subordinate to and superseded by the terms and condition of the Easement referenced above.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee’s facilities is scheduled simultaneously with RCID’s construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID’s contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID’s contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID’s contractor(s) due to delays caused by Permittee’s failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee’s use of the corridor (hereinafter collectively referred to as the “**Law**” or the “**Laws**”, as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:

15. Special Instructions:

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

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

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

PRINT NAME
Contact number () _____

Submitted By: _____
 Printed Name of Permittee Date

 Title (If doing business under a fictitious name, provide proof of compliance with Law)

 Signature of Permittee

Approved by: _____
 RCID Engineer or Authorized Representative Date

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____ DATE _____

**PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“Temporary Easement Agreement”) is made as of the Effective Date (as hereinafter defined) by and between REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (“Grantor”), and TOLL SOUTHEAST LP COMPANY, INC. a Pennsylvania corporation, whose mailing address is 1140 Virginia Drive, Fort Washington, Pennsylvania 19034 (“Grantee”).

WITNESSETH:

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

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

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

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

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

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this “Easement”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights, if any, of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on July 31, 2023 (the “Termination Date”). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date, except as otherwise set out herein. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

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

4. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not materially and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others to construct) improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

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

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

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Facilities to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Facilities are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Facilities. If any or all of the Easement Area or the Facilities are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Facilities, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

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

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

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property, so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

d) not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "Hazardous Materials") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Facilities;

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

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. Condition of Easement Area; Indemnity.

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

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

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

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

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

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

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "Additional Insured"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

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

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

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

11. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor:

Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: District Administrator
Facsimile: (407) 934-6200

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

If to Grantee: Toll Southeast LP Company, Inc.
2966 Commerce Park Drive, Suite 100
Attn: Legal Counsel
Orlando, Florida 32819

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.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES ON FOLLOWING PAGES.]

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

WITNESSES TO GRANTOR:

of Florida
Marcy Borden (Signature)
Tracy Borden (Print Name)
Heidi Powell (Signature)
HEIDI POWELL (Print Name)

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

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

Dated: 2/8/23

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8 day of February, 2023, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is personally known to me or produced _____ as identification. (Set forth type of identification presented, if applicable. If left blank, then personally known to me.)



[Signature]
Notary Public

Name typed, printed or stamped _____
My Commission Expires: _____

[Notary Seal]

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE.]

WITNESSES TO GRANTEE:

TOLL SOUTHEAST LP COMPANY, INC., a
Pennsylvania corporation

[Signature] (Signature)
Stuart McDonald (Print Name)

By: [Signature] (Signature)
MARK McINTOSH (Print Name)

[Signature] (Signature)
Johanna Bass (Print Name)

Its: V.P. Land Development (Title)
Dated: 2/7/23

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of February, 2023, by Mark McIntosh, as VP Land Development of TOLL SOUTHEAST LP COMPANY, INC., a Pennsylvania corporation, on behalf thereof, who is personally known to me or produced _____ as identification. (Set forth type of identification presented, if applicable. If left blank, then personally known to me.)



[Notary Seal]

[Signature]
Notary Public Johanna Bass
Name typed, printed or stamped
My Commission Expires: 4/7/2024

EXHIBIT "A"

Description of Temporary Easement Area

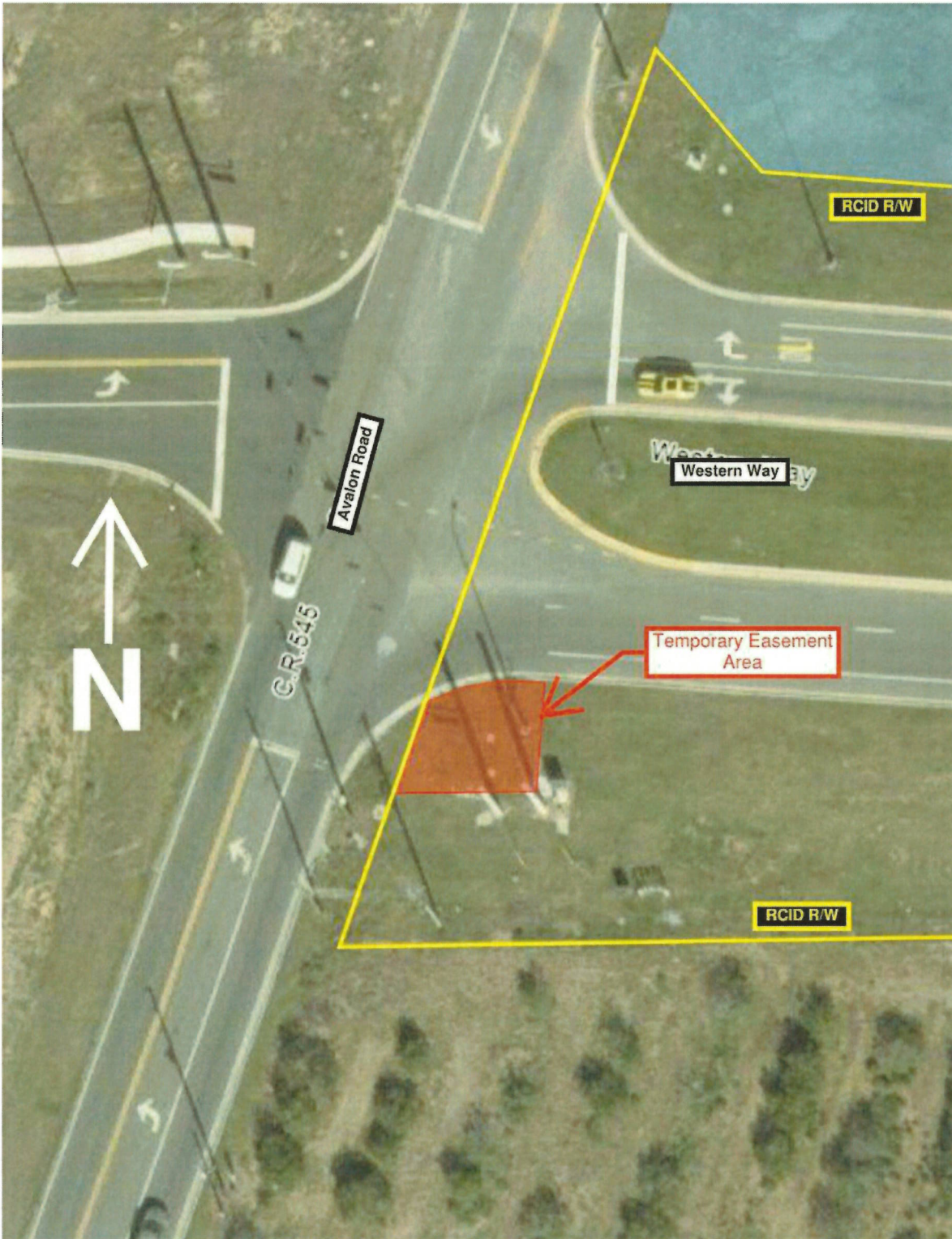


EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

County _____ Section(s) _____ Township _____ Range _____

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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

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

1. The work is within the corporate limits of a municipality. Yes () No () [Mark one]
If Yes, indicate the name of the municipality _____
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on _____ to the following utilities/municipalities

3. The office of RCID's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to RCID prior to commencement of the Work.
5. All Work, including materials and equipment, must meet RCID standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all RCID property shall be restored to its original condition, to the extent practicable, in keeping with RCID specifications and in a manner satisfactory to RCID.
7. Installations shall conform to RCID's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to RCID's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.
10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.

Modified 08.03.18

11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.
12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor (as determined in the sole discretion of the District Administrator of RCID), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon, as required by the District Administrator of RCID. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain _____ document between RCID and _____, dated _____, and, if recorded, filed in the records of _____ County, Book _____, Page _____. RCID acknowledges that this Permit is granted in conjunction with that certain document referenced above and in the event of any discrepancies between the two documents, RCID acknowledges that the terms and condition of this Permit are subordinate to and superseded by the terms and condition of the Easement referenced above.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with RCID's construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID's contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "Law" or the "Laws", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:

15. Special Instructions:

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

Modified 08.03.18

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

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

PRINT NAME

Contact number (____) _____

Submitted By:

Printed Name of Permittee

Date

Title (If doing business under a fictitious name, provide proof of compliance with Law)

Signature of Permittee

Approved by:

RCID Engineer or Authorized Representative

Date

ISSUED FOR:

Modified 08.03.18

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____ DATE _____

Modified 08.03.18

**PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (“**Grantor**”), and **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is Post Office Box 10000, Lake Buena Vista, Florida 32830 (“**Grantee**”).

WITNESSETH:

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

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

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

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

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

2. Grant and Use of Easement. Grantor grants to Grantee a non-exclusive temporary easement (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights, if any, of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on **June 30, 2023** (the “**Termination Date**”). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date, except as otherwise set forth herein. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

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

4. Grantor's Reservation of Rights. Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not materially and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others to construct) improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

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

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

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Work to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Work are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Work. If any or all of the Easement Area or the Work are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Work, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

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

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

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property, so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

d) not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Work;

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

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. Breach by Grantee. If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

7. Condition of Easement Area; Indemnity.

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

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

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

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

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

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

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "**Additional Insured**"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

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

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

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

11. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor:

Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: District Administrator
Facsimile: (407) 934-6200

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

If to Grantee: Walt Disney Parks & Resorts U.S., Inc.
1375 Buena Vista Drive, Post Office Box 10000
Lake Buena Vista, Florida 32830
Attn: Legal Counsel

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

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

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

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

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

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

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

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

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

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

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

DocuSigned by:
By: John H. Classe, Jr (Signature)
6E8009485B43157
John H. Classe, Jr., District Administrator

Dated: March 21, 2023

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

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

DocuSigned by:
By: Scott Justice (Signature)
10DD4CA74EFF42B...
Scott Justice (Print Name)

Its: Assistant Chief Counsel (Title)

Dated: March 20, 2023

EXHIBIT "A"

Description of the Easement Area

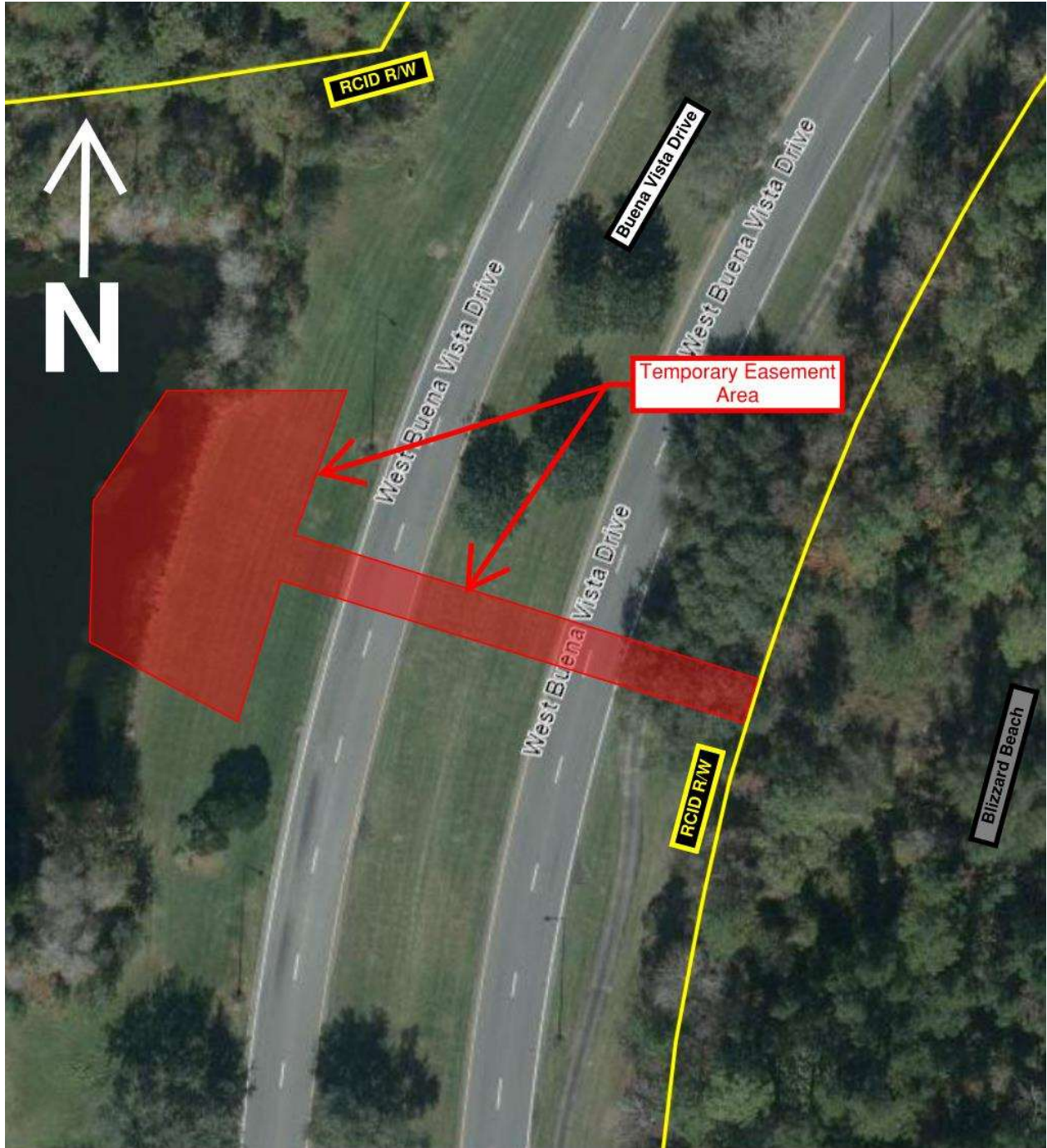


EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

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

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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

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

1. The work is within the corporate limits of a municipality. Yes () No () [Mark one]
If Yes, indicate the name of the municipality _____
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on _____ to the following utilities/municipalities

3. The office of RCID's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to RCID prior to commencement of the Work.
5. All Work, including materials and equipment, must meet RCID standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all RCID property shall be restored to its original condition, to the extent practicable, in keeping with RCID specifications and in a manner satisfactory to RCID.
7. Installations shall conform to RCID's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to RCID's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.
10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.

Modified 08.03.18

11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.
12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor (as determined in the sole discretion of the District Administrator of RCID), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon, as required by the District Administrator of RCID. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain _____ document between RCID and _____, dated _____, and, if recorded, filed in the records of _____ County, Book _____, Page _____. RCID acknowledges that this Permit is granted in conjunction with that certain document referenced above and in the event of any discrepancies between the two documents, RCID acknowledges that the terms and condition of this Permit are subordinate to and superseded by the terms and condition of the Easement referenced above.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee’s facilities is scheduled simultaneously with RCID’s construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID’s contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID’s contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID’s contractor(s) due to delays caused by Permittee’s failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee’s use of the corridor (hereinafter collectively referred to as the “Law” or the “Laws”, as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:

15. Special Instructions:

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

Modified 08.03.18

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

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

PRINT NAME
Contact number () _____

Submitted By: _____
 Printed Name of Permittee Date

 Title (If doing business under a fictitious name, provide proof of compliance with Law)

 Signature of Permittee

Approved by: _____
 RCID Engineer or Authorized Representative Date

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____
DATE _____

**PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

Certificate Of Completion

Envelope Id: 3D81F423E281479FAE403CE6920E0B91	Status: Completed
Subject: Complete with DocuSign: TCE - Pipe Lining under BVD near Blizzard Beach	
Source Envelope:	
Document Pages: 14	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Carlos Brackley
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	500 S Buena Vista St
	Burbank, CA 91521
	Carlos.M.Brackley@disney.com
	IP Address: 192.195.66.4

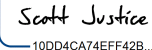
Record Tracking

Status: Original	Holder: Carlos Brackley	Location: DocuSign
3/20/2023 3:23:08 PM	Carlos.M.Brackley@disney.com	

Signer Events

Scott Justice
 Scott.A.Justice@disney.com
 Assistant Chief Counsel
 Disney Corporate Legal
 Security Level: Email, Account Authentication (None)

Signature

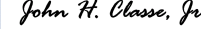
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 Signature Adoption: Pre-selected Style
 Using IP Address: 97.100.5.153

Timestamp

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 Viewed: 3/20/2023 3:32:03 PM
 Signed: 3/20/2023 3:32:32 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

John H. Classe, Jr
 jclasse@rcid.org
 District Administrator
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 131.148.51.18
 Signed using mobile

Sent: 3/21/2023 1:18:08 PM
 Viewed: 3/21/2023 1:24:47 PM
 Signed: 3/21/2023 1:25:38 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/21/2023 1:24:47 PM
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Ed Milgrim
 edwardmilgrim@milgrimlaw.com
 Security Level: Email, Account Authentication (None)

VIEWED
 Using IP Address: 131.148.30.122

Sent: 3/20/2023 3:32:33 PM
 Viewed: 3/21/2023 1:18:08 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/21/2023 1:18:08 PM
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/20/2023 3:26:37 PM
Certified Delivered	Security Checked	3/21/2023 1:24:47 PM
Signing Complete	Security Checked	3/21/2023 1:25:38 PM
Completed	Security Checked	3/21/2023 1:25:38 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

CONSENT TO ELECTRONIC COMMUNICATIONS

You have indicated that you wish to enter into an agreement ("Contract") with us electronically. In connection with the Contract, you will receive Communications (defined below) electronically by entering into the terms and conditions of this consent agreement ("Agreement") by clicking the 'I agree' box as indicated below. We may be required by law to give you certain information "in writing" - which means you are entitled to receive it on paper. Therefore we need your consent in order to provide you Communications electronically, instead.

The words "we," "us," and "our" mean Disney Enterprises, Inc. and its affiliates and subsidiaries. The words "you" and "your" mean the person giving consent and entering into this Agreement. "Communications" means each disclosure, notice, contract, agreement, authorization, acknowledgement, undertaking, fee schedule, periodic statement, record, document, signature or other information we provide to you, or that you sign or submit or agree to at our request in connection with the Contract. Electronic Communications will be provided through the DocuSign, Inc. electronic signing system ("DocuSign").

1. Your Consent. You agree that any of the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form through DocuSign, unless you tell us otherwise in accordance with the procedures described herein. We may also use electronic signatures and obtain them from you on any Communication. You agree that electronic delivery of any Communication will be effective delivery to you and be deemed received by you when sent or made available to you, whether or not you actually access or view the Communication. We may always, in our sole discretion, provide you with any Communication in writing or on paper, even if you have chosen to receive it electronically. Sometimes the law, or our Communication with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

2. How to Withdraw Consent. If you decide to withdraw consent for electronic delivery of Communications, you must use the DocuSign "Withdraw Consent" form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required Communications electronically from us and you will no longer be able to use DocuSign to receive required Communications electronically from us or to sign electronically documents from us. You may also withdraw your consent to future electronic Communications at any time by following the procedure described below. Your withdrawal of consent is only effective after we have a reasonable opportunity to act on it, and your withdrawal of consent will only apply to Communications you are entitled by law to receive "in writing." We may continue to send other Communications to you electronically even after you withdraw consent. Your withdrawal of consent with respect to the Communications does not affect any other consent you have given us at any other time to use electronic records and signatures. To inform us that you no longer want to receive future Communications in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

3. How to Update Your Contact Information. It is your responsibility to provide us with an accurate and complete e-mail address and other contact information, and to maintain and update promptly any changes in this information. You understand and agree that if Disney sends you an electronic Communication but you do not receive it because your email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Disney will still be deemed to have provided the Communication to you. To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at CORP.DL-eSignature@disney.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address. In addition, you must notify DocuSign to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

4. Hardware and Software Requirements. To receive electronic Communications, you must have access to:

- a Current Version (defined below) of Internet Explorer (Windows only), Safari (Mac only) or Firefox,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays to you PDF files,
- a per screen resolution of 800 x 600,
- enabled security settings to allow per session cookies, and
- a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use in connection with the Communications.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use this service after receiving notice of the change is reaffirmation of your consent.

5. Paper Copies. At any time, you may request from us a paper copy of any Communication provided or made available electronically to you by us. You will have the ability to download and print Communications we send to you through the DocuSign system during and immediately after a signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 60-90 days) after such Communications are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may request delivery of such paper copies from us by following the procedure described below.

To request delivery from us of paper copies of the Communications previously provided by us to

you electronically, you must send us an e-mail to CORP.DL-eSignature@disney.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

6. Acknowledging your access and Consent to receive Communications electronically. To confirm to us that you can access this information electronically, which will be similar to other electronic Communications that we will provide to you, please verify by checking the 'I agree' box below that you were able to read this electronic Agreement and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this Agreement to an email address where you will be able to print on paper or save it for your future reference and access.

7. Termination/Changes/Other. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change this Agreement or the terms and conditions on which we provide electronic Communications, in whole or in part. We will provide you with notice of any such termination or change as required by law. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, shall be determined in Los Angeles, California in accordance with California law without giving effect to principles of conflicts of laws. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as provided above, as the case may be.

By checking the 'I agree' box, you are (i) entering into this Agreement, (ii) consenting to the use and receipt of Communications, (iii) confirming that you have the hardware and software requirements described above, (iv) are able to receive and view Communications exclusively in electronic format on the terms and conditions described above, and (v) have an active email address.

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (“**Grantor**”), and **SUMMIT BROADBAND INC.**, a Florida corporation, whose mailing address is 4558 35th Street, Orlando, Florida 32811 (“**Grantee**”).

WITNESSETH:

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

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

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

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

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

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and/or the Property. This Easement is also subject and subordinate to the rights, if any, of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee and its affiliates (and their respective employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith (and the permitted use) shall include the right to maintain: temporary parking and construction facilities (including, without limitation, laydown/storage of construction equipment and materials) on, and under (as applicable) the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Communication Lines in accordance with Section 3 hereof, or (ii) **September 30, 2023** (the “**Termination Date**”). This Temporary Easement Agreement and this Easement shall automatically terminate and shall be of no further force and effect on the Termination Date, except as otherwise set out herein. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

3. Permanent Easement. Promptly upon completion by Grantee of the Communication Lines, Grantor agrees to convey, by separate easement agreement, a perpetual, non-exclusive, easement agreement in the form attached hereto and incorporated herein as Exhibit "C" (the "**Permanent Easement**"); provided, however, that Grantee shall provide to Grantor, at Grantee's sole cost and expense, an as-built survey (the "**Survey**") detailing the centerline alignment of the Communication Lines which Survey shall be signed and sealed by a surveyor licensed by the State of Florida, shall comply with the minimum detail survey requirements established under Florida law, and shall verify that the Communication Lines placed by way of this Temporary Easement Agreement lie within the Easement Area (if applicable). The legal description for the Permanent Easement shall be based upon the Survey and shall not exceed ten (10) feet in width. The Permanent Easement shall be recorded in the public records of Orange County, Florida.

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

5. Grantor's Reservation of Rights. Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not materially and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others to construct) improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which the Easement is granted;

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

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

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Communication Lines to another reasonably designated location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, the Easement shall be considered canceled as to the portion vacated by such relocation and

all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Communication Lines are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Communication Lines. If any or all of the Easement Area or the Communication Lines are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Communication Lines, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

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

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

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property, so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

d) not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by

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

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

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

7. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

8. Condition of Easement Area; Indemnity.

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

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

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

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

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

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

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

9. Insurance. Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "**Additional Insured**"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

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

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

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

12. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor:	Reedy Creek Improvement District 1900 Hotel Plaza Boulevard, P.O. Box 10170 Lake Buena Vista, Florida 32830-0170 Attn: District Administrator Facsimile: (407) 934-6200
With a copy to:	Reedy Creek Improvement District 1900 Hotel Plaza Boulevard, P.O. Box 10170 Lake Buena Vista, Florida 32830-0170 Attn: Legal Counsel Facsimile: (407) 828-4311
If to Grantee:	Summit Broadband Inc. 4558 35 th Street Orlando, Florida 32811 Attn: Contract Administration Facsimile: (407) 996-8901

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

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

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

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

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

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

19. **Attorneys' Fees and Costs.** If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other party as such by any Law) through any and all final appeals arising out of such suit, action or proceeding.

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

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

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

WITNESSES TO GRANTOR:

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

[Signature] (Signature)
SAMUEL A. DUHS (Print Name)

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

Dated: 4/21/23

[Signature] (Signature)
Susan Higginbotham (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of April, 2023, by John H. Classe, Jr., as District Administrator of the REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof. He is personally known to me or produced _____ as identification. (If not otherwise specified, then personally known.)

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



[Notary Seal]

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

[Signature] (Signature)
Cynthia David (Print Name)
[Signature] (Signature)
Margarita Medero Rodriguez (Print Name)

SUMMIT BROADBAND INC.,
a Florida corporation

By: [Signature] (Signature)
MARK RANKIN (Print Name)
 Its: CFO (Title)
 Dated: 4/13/23

STATE OF FLORIDA
COUNTY OF orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of April, 2023, by mark Rankin, as CFO of SUMMIT BROADBAND INC., a Florida corporation, on behalf of the corporation. He/She is personally known to me or produced _____ as identification. (If not otherwise specified, then personally known.)



JERRICA SCHEPIGA
 Notary Public
 State of Florida
 Comm# HH334317
 Expires 11/21/2026

[Signature]
 Notary Public
Jerrica Schepiga
 Name typed, printed or stamped
 My Commission Expires: 11/21/2026

[Notary Seal]

EXHIBIT "A"

Description of the Temporary Easement Area

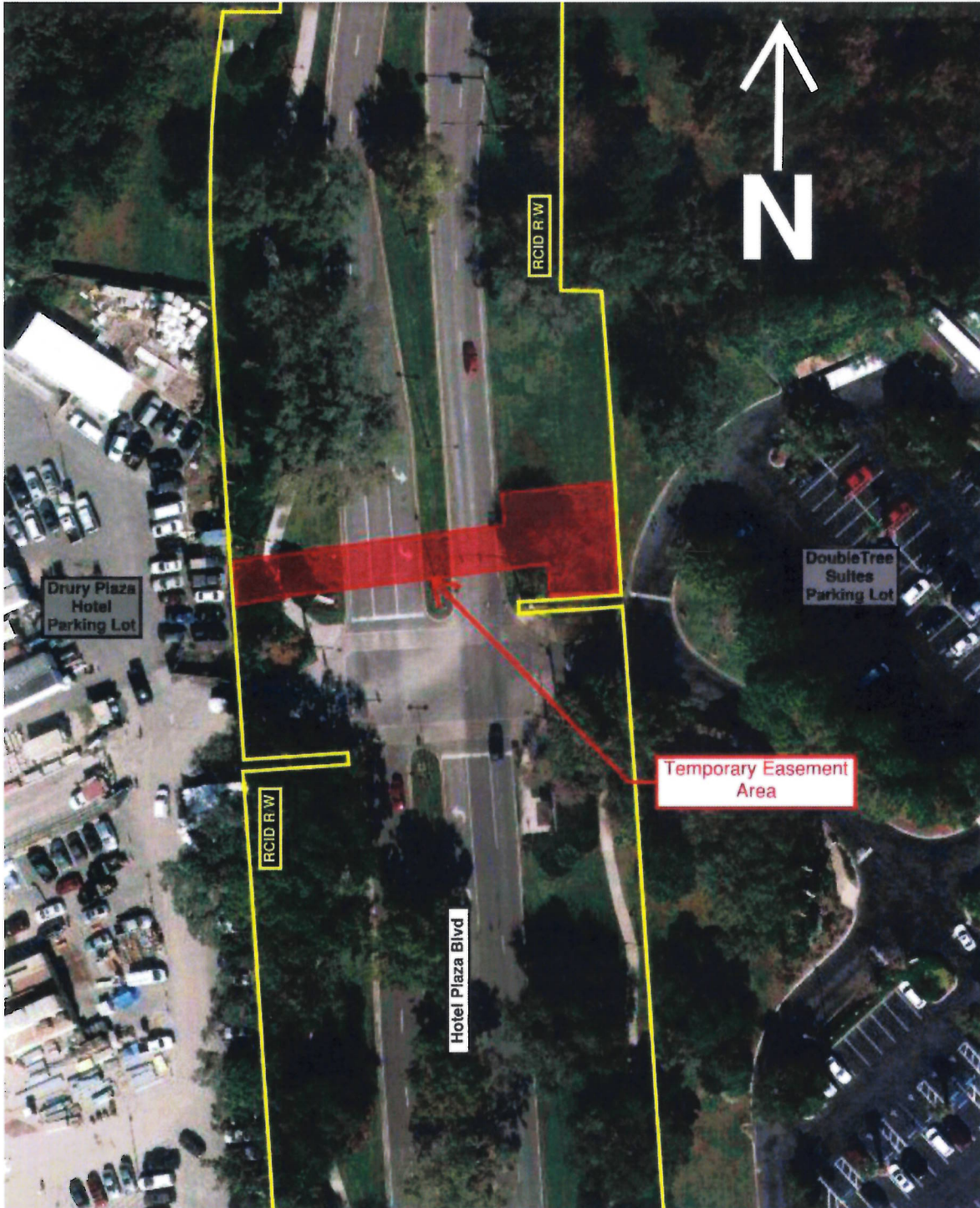


EXHIBIT "B"
FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

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

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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

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

1. The work is within the corporate limits of a municipality. Yes () No () [Mark one]
If Yes, indicate the name of the municipality _____
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on _____ to the following utilities/municipalities

3. The office of RCID's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to RCID prior to commencement of the Work.
5. All Work, including materials and equipment, must meet RCID standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all RCID property shall be restored to its original condition, to the extent practicable, in keeping with RCID specifications and in a manner satisfactory to RCID.
7. Installations shall conform to RCID's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to RCID's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.

10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.
11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.
12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor (as determined in the sole discretion of the District Administrator of RCID), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon, as required by the District Administrator of RCID. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain _____ document between RCID and _____, dated _____, and, if recorded, filed in the records of _____ County, Book _____, Page _____.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with RCID's construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID's contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "Law" or the "Laws", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:

15. Special Instructions:

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

by Permittee or RCID. Permittee shall cooperate with RCID in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to RCID. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.

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

PRINT NAME

Contact number (____) _____

Submitted By: _____

Printed Name of Permittee

Date

Title (If doing business under a fictitious name, provide proof of compliance with Law

Signature of Permittee

Approved by: _____

RCID Engineer or Authorized Representative

Date

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____ DATE _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"
FORM OF PERMANENT EASEMENT AGREEMENT

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

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 ("**Grantor**") and _____, a _____, whose mailing address is _____ ("**Grantee**").

WITNESSETH:

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

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

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

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

1. **Recitations.** The above recitations are true and correct and are incorporated herein by reference.

2. **Grant and Use of Easement.** Grantor grants to Grantee, a non-exclusive easement in perpetuity, or such earlier date as the use thereof as set forth herein is abandoned (this "**Easement**") on, over, under and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement shall be used by Grantee (and its employees, contractors, and agents) for the permitted use of the Easement Area, together with the right of vehicular and pedestrian ingress and egress in connection therewith by Grantee and the aforesaid parties, to and from the Easement Area over and across public roads, alleys, sidewalks and such other portions of the Property as Grantor may designate from time to time (as hereinafter provided) and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right, subject to the prior written approval of Grantor, to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to specify which portions of the Easement Area shall be used by Grantee for all or any portion of the _____ (and future facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion) and any temporary construction facilities on the Easement Area, and to designate (from time to time) specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property and Grantor's adjacent property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. Grantor accepts the

location of the _____ as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

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

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

4. Grantor's Reservation of Rights. Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided such right does not unreasonably interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

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

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

d) to relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the _____ to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release (in recordable form) of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Permanent Easement Agreement (in recordable form) to cover the new easement area(s), in which event this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment (in recordable form) to this Permanent Easement Agreement amending the description of the Easement Area to reflect the designated location where the _____ are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to

accomplish the release of designated portions of the Easement Area from the effect of this Permanent Easement Agreement and the relocation, alteration or modification of the Easement Area or the _____, in whole or in part. If any or all of the Easement Area or the _____ are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the _____ and restore the Easement Area to the same condition existing at the time of the execution of this Permanent Easement Agreement, and commence use of the new location designated by Grantor; and

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

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

a) not interfere with or prevent the following: (i) the normal development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the normal use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

d) not interfere with any hereafter granted license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation, or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's repair, replacement, maintenance, or operation of the _____;

h) after completion of any repair or replacement work with respect to the _____ (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, good and

workmanlike manner, remove any temporary improvements and equipment placed on the Easement Area, and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 6, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision in this Permanent Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

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

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

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

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

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

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

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

8. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "**Additional Insured**"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

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

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

10. **No Warranty: Entire Agreement.** Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Permanent Easement Agreement or the Easement Area, other than as may be set forth herein. This Permanent Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Permanent Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein. Notwithstanding

anything to the contrary set forth in this Permanent Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's _____, arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

11. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: District Administrator
Facsimile: (407) 934-6200

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

If to Grantee: _____

Attn: _____
Facsimile: () _____

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

_____ (Signature)

By: _____ (Signature)

_____ (Print Name)

John H. Classe, Jr., District Administrator

Dated: _____

_____ (Signature)

_____ (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[Notary Seal]

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

_____ a Florida corporation

_____ (Signature)

By: _____ (Signature)

_____ (Print Name)

_____ (Print Name)

_____ (Signature)

Its: _____ (Title)

_____ (Print Name)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, as _____ of _____, a Florida corporation of the State of Florida, on behalf of the company. He/She is personally known to me or produced _____ as identification. (If not otherwise specified, then personally known.)

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

[Notary Seal]

EXHIBIT "A"

Description of the Easement Area

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (“**Grantor**”), and **SUMMIT BROADBAND INC.**, a Florida corporation, whose mailing address is 4558 35th Street, Orlando, Florida 32811 (“**Grantee**”).

W I T N E S S E T H:

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

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

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

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

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

2. **Grant and Use of Easement**. Grantor grants to Grantee a non-exclusive temporary easement (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and/or the Property. This Easement is also subject and subordinate to the rights, if any, of Osceola County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee and its affiliates (and their respective employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith (and the permitted use) shall include the right to maintain: temporary parking and construction facilities (including, without limitation, laydown/storage of construction equipment and materials) on, and under (as applicable) the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Communication Lines in accordance with Section 3 hereof, or (ii) **September 30, 2023** (the “**Termination Date**”). This Temporary Easement Agreement and this Easement shall automatically terminate and shall be of no further force and effect on the Termination Date, except as otherwise set out herein. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

3. Permanent Easement. Promptly upon completion by Grantee of the Communication Lines, Grantor agrees to convey, by separate easement agreement, a perpetual, non-exclusive, easement agreement in the form attached hereto and incorporated herein as Exhibit "C" (the "**Permanent Easement**"); provided, however, that Grantee shall provide to Grantor, at Grantee's sole cost and expense, an as-built survey (the "**Survey**") detailing the centerline alignment of the Communication Lines which Survey shall be signed and sealed by a surveyor licensed by the State of Florida, shall comply with the minimum detail survey requirements established under Florida law, and shall verify that the Communication Lines placed by way of this Temporary Easement Agreement lie within the Easement Area (if applicable). The legal description for the Permanent Easement shall be based upon the Survey and shall not exceed ten (10) feet in width. The Permanent Easement shall be recorded in the public records of Osceola County, Florida.

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

5. Grantor's Reservation of Rights. Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not materially and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others to construct) improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which the Easement is granted;

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

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

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Communication Lines to another reasonably designated location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, the Easement shall be considered canceled as to the portion vacated by such relocation and

all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Communication Lines are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Communication Lines. If any or all of the Easement Area or the Communication Lines are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Communication Lines, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

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

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

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property, so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

d) not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by

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

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

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

7. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

8. Condition of Easement Area; Indemnity.

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

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

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

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

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

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

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

9. Insurance. Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "**Additional Insured**"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

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

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

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

12. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: District Administrator
Facsimile: (407) 934-6200

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

If to Grantee: Summit Broadband Inc.
4558 35th Street
Orlando, Florida 32811
Attn: Contract Administration
Facsimile: (407) 996-8901

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

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

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

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

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

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

19. **Attorneys' Fees and Costs.** If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other party as such by any Law) through any and all final appeals arising out of such suit, action or proceeding.

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

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APPEAR ON THE FOLLOWING PAGES]

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

WITNESSES TO GRANTOR:

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

[Signature] (Signature)

SAMUEL A. DUHS (Print Name)

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

Dated: 4/25/23

[Signature] (Signature)

Traci Grechen (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of April, 2023, by John H. Classe, Jr., as District Administrator of the REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf thereof. He is personally known to me or produced _____ as identification. (If not otherwise specified, then personally known.)

[Signature]
Notary Public
Tracy A. Borden
Name typed, printed or stamped
My Commission Expires: 9/9/23

[Notary Seal]

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]



WITNESSES TO GRANTEE:


[Signature] (Signature)
Cynthia David (Print Name)
[Signature] (Signature)
Margarita Medero Rodriguez (Print Name)

SUMMIT BROADBAND INC.,
a Florida corporation

By: [Signature] (Signature)
MARK RANKIN (Print Name)
 Its: CFO (Title)
 Dated: 4/13/23

STATE OF FLORIDA
COUNTY OF orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of April, 2023, by mark Rankin, as CFO of SUMMIT BROADBAND INC., a Florida corporation, on behalf of the corporation. He/She is personally known to me or produced _____ as identification. (If not otherwise specified, then personally known.)

 JERRICA SCHEPIGA
 Notary Public
 State of Florida
 Comm# HH334317
 Expires 11/21/2026

[Signature]
 Notary Public
Jerrica Schepiga
 Name typed, printed or stamped
 My Commission Expires: 11/21/2026

[Notary Seal]

EXHIBIT "A"

Description of the Temporary Easement Area

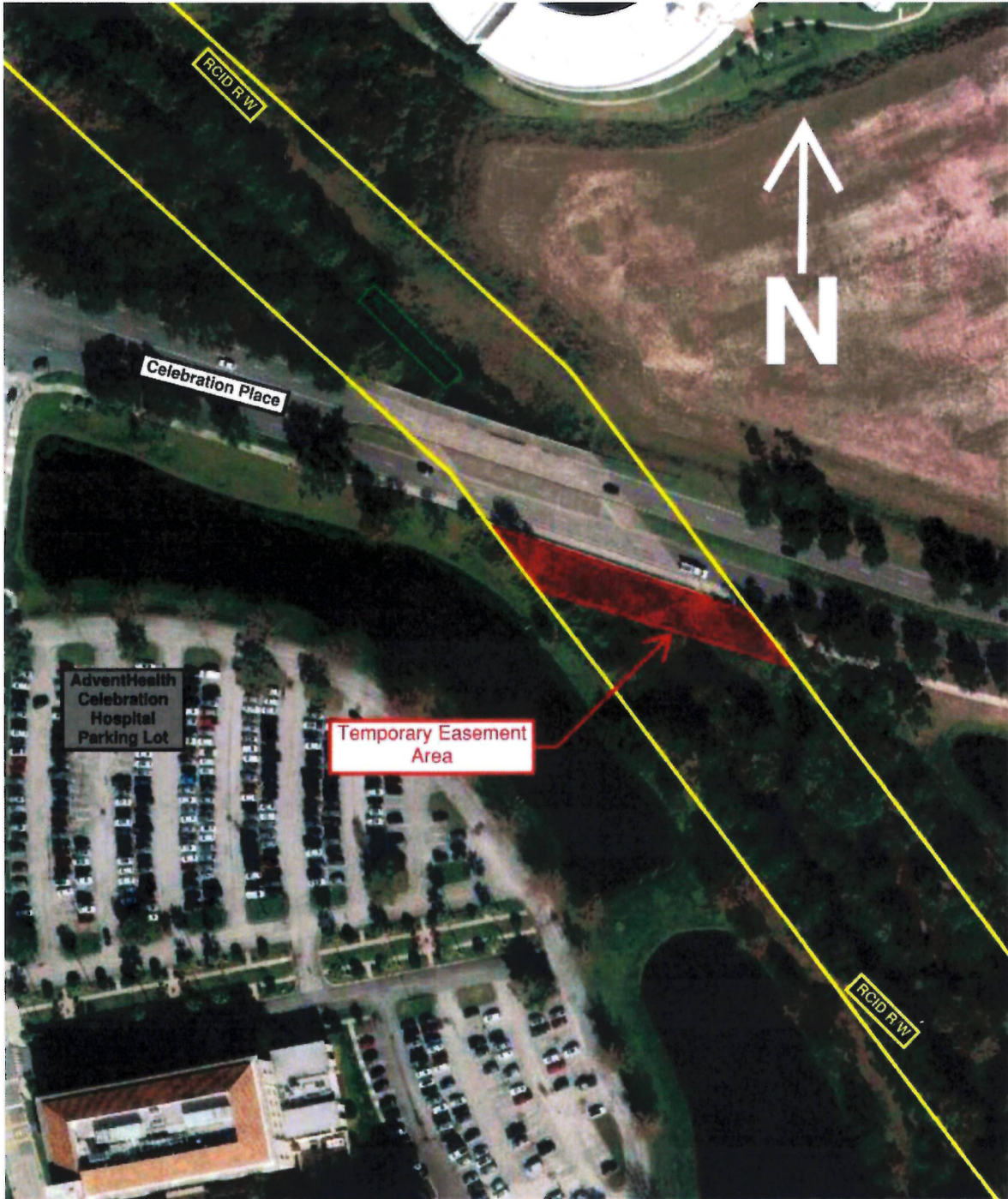


EXHIBIT "B"
FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

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

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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

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

1. The work is within the corporate limits of a municipality. Yes () No () [Mark one]
If Yes, indicate the name of the municipality _____
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on _____ to the following utilities/municipalities

3. The office of RCID's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to RCID prior to commencement of the Work.
5. All Work, including materials and equipment, must meet RCID standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all RCID property shall be restored to its original condition, to the extent practicable, in keeping with RCID specifications and in a manner satisfactory to RCID.
7. Installations shall conform to RCID's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to RCID's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.

10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.
11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.
12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor (as determined in the sole discretion of the District Administrator of RCID), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon, as required by the District Administrator of RCID. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain _____ document between RCID and _____, dated _____, and, if recorded, filed in the records of _____ County, Book _____, Page _____.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with RCID's construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID's contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "Law" or the "Laws", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:

15. Special Instructions:

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

by Permittee or RCID. Permittee shall cooperate with RCID in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to RCID. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.

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

PRINT NAME
Contact number (____) _____

Submitted By: _____
Printed Name of Permittee _____ Date _____

Title (If doing business under a fictitious name, provide proof of compliance with Law

Signature of Permittee

Approved by: _____
RCID Engineer or Authorized Representative _____ Date _____

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____ **DATE** _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"
FORM OF PERMANENT EASEMENT AGREEMENT

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

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 ("**Grantor**") and _____, a _____, whose mailing address is _____ ("**Grantee**").

W I T N E S S E T H:

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

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

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

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

1. **Recitations**. The above recitations are true and correct and are incorporated herein by reference.

2. **Grant and Use of Easement**. Grantor grants to Grantee, a non-exclusive easement in perpetuity, or such earlier date as the use thereof as set forth herein is abandoned (this "**Easement**") on, over, under and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement shall be used by Grantee (and its employees, contractors, and agents) for the permitted use of the Easement Area, together with the right of vehicular and pedestrian ingress and egress in connection therewith by Grantee and the aforesaid parties, to and from the Easement Area over and across public roads, alleys, sidewalks and such other portions of the Property as Grantor may designate from time to time (as hereinafter provided) and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right, subject to the prior written approval of Grantor, to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to specify which portions of the Easement Area shall be used by Grantee for all or any portion of the _____ (and future facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion) and any temporary construction facilities on the Easement Area, and to designate (from time to time) specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property and Grantor's adjacent property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. Grantor accepts the

location of the _____ as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

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

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

4. Grantor's Reservation of Rights. Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided such right does not unreasonably interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

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

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

d) to relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the _____ to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release (in recordable form) of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Permanent Easement Agreement (in recordable form) to cover the new easement area(s), in which event this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment (in recordable form) to this Permanent Easement Agreement amending the description of the Easement Area to reflect the designated location where the _____ are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to

accomplish the release of designated portions of the Easement Area from the effect of this Permanent Easement Agreement and the relocation, alteration or modification of the Easement Area or the _____, in whole or in part. If any or all of the Easement Area or the _____ are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the _____ and restore the Easement Area to the same condition existing at the time of the execution of this Permanent Easement Agreement, and commence use of the new location designated by Grantor; and

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

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

a) not interfere with or prevent the following: (i) the normal development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the normal use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

d) not interfere with any hereafter granted license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation, or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's repair, replacement, maintenance, or operation of the _____;

h) after completion of any repair or replacement work with respect to the _____ (or any construction or installation work for relocated facilities or new facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion), at its sole cost and expense and in a safe, good and

workmanlike manner, remove any temporary improvements and equipment placed on the Easement Area, and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area, to the original contour, grade and condition which existed immediately prior to the commencement of any work; and

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 6, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision in this Permanent Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

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

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

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

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

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

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

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

8. Insurance. Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "**Additional Insured**"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

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

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

10. No Warranty: Entire Agreement. Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Permanent Easement Agreement or the Easement Area, other than as may be set forth herein. This Permanent Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Permanent Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein. Notwithstanding

anything to the contrary set forth in this Permanent Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and neither Grantor nor the Indemnitees (as hereinabove defined) shall have any liability or obligation for or with respect to any loss or damage to any of Grantee's _____, arising out of or related to Grantor's or the Indemnitees' use of or activities within the Easement Area.

11. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: District Administrator
Facsimile: (407) 934-6200

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

If to Grantee: _____

Attn: _____
Facsimile: (__) _____

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

_____ (Signature)

By: _____ (Signature)

John H. Classe, Jr., District Administrator

_____ (Print Name)

Dated: _____

_____ (Signature)

_____ (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[Notary Seal]

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

a Florida corporation

(Signature)

By: _____ (Signature)

(Print Name)

(Print Name)

(Signature)

Its: _____ (Title)

(Print Name)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023, by _____, as _____ of _____, a Florida corporation of the State of Florida, on behalf of the company. He/She is personally known to me or produced _____ as identification. (If not otherwise specified, then personally known.)

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

[Notary Seal]

EXHIBIT "A"

Description of the Easement Area

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (“**Grantor**”), and **CENTURYLINK OF FLORIDA, INC.**, a Florida corporation, whose mailing address is 100 Centurylink Drive, Monroe, Louisiana 71203 (“**Grantee**”).

WITNESSETH:

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

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

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

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

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

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the “**Termination Date**”) which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Communication Lines in accordance with Section 3 hereof, or (ii) **August 30, 2023**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

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

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

5. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not materially and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others to construct) improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

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

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

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Communication Lines to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and

obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Communication Lines are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Communication Lines. If any or all of the Easement Area or the Communication Lines are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Communication Lines, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

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

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

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property, so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

d) not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "Hazardous Materials") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("Hazardous Materials Activities"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by

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

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

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

7. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

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

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

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

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

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

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

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

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

9. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "Additional Insured"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

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

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

Easement Agreement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder. This Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.

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

12. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: District Administrator
Facsimile: (407) 934-6200

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

If to Grantee: Centurylink of Florida, Inc.
100 Centurylink Drive
Monroe, Louisiana 71203
Attn: Legal Counsel

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

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

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

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

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

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

19. **Attorneys' Fees and Costs.** If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other party as such by any Law) through any and all final appeals arising out of such suit, action or proceeding.

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

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

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

WITNESSES TO GRANTOR:

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

Sam DHS (Signature)

SAMUEL A. DUHS (Print Name)

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

Dated: 4/28/23

[Signature] (Signature)

Tracy H Borden (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of April, 2023, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public

Name typed, printed or stamped
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

CENTURYLINK OF FLORIDA INC.,
a Florida corporation

[Signature] (Signature)

Erika Valdez (Print Name)

[Signature] (Signature)

Arian Dickerson (Print Name)

By: [Signature] (Signature)

Shaun Giesler (Print Name)

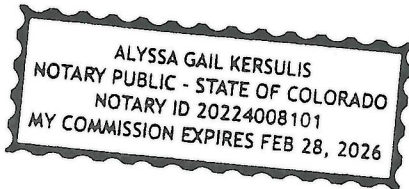
Its: Manager Network ROW (Title)

Dated: 4/24/2023

STATE OF ~~FLORIDA~~ COLORADO
COUNTY OF ~~ORANGE~~ BROOMFIELD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of April, 2023, by Shaun Giesler, as Manager Network ROW of CenturyLink of Florida, Inc. a Florida corporation, on behalf of the company. He/She is personally known to me or produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public

Alyssa Gail Kersulis
Name typed, printed or stamped

My Commission Expires: Feb 28, 2026

EXHIBIT "A"

Description of Temporary Easement Area (1 of 3)

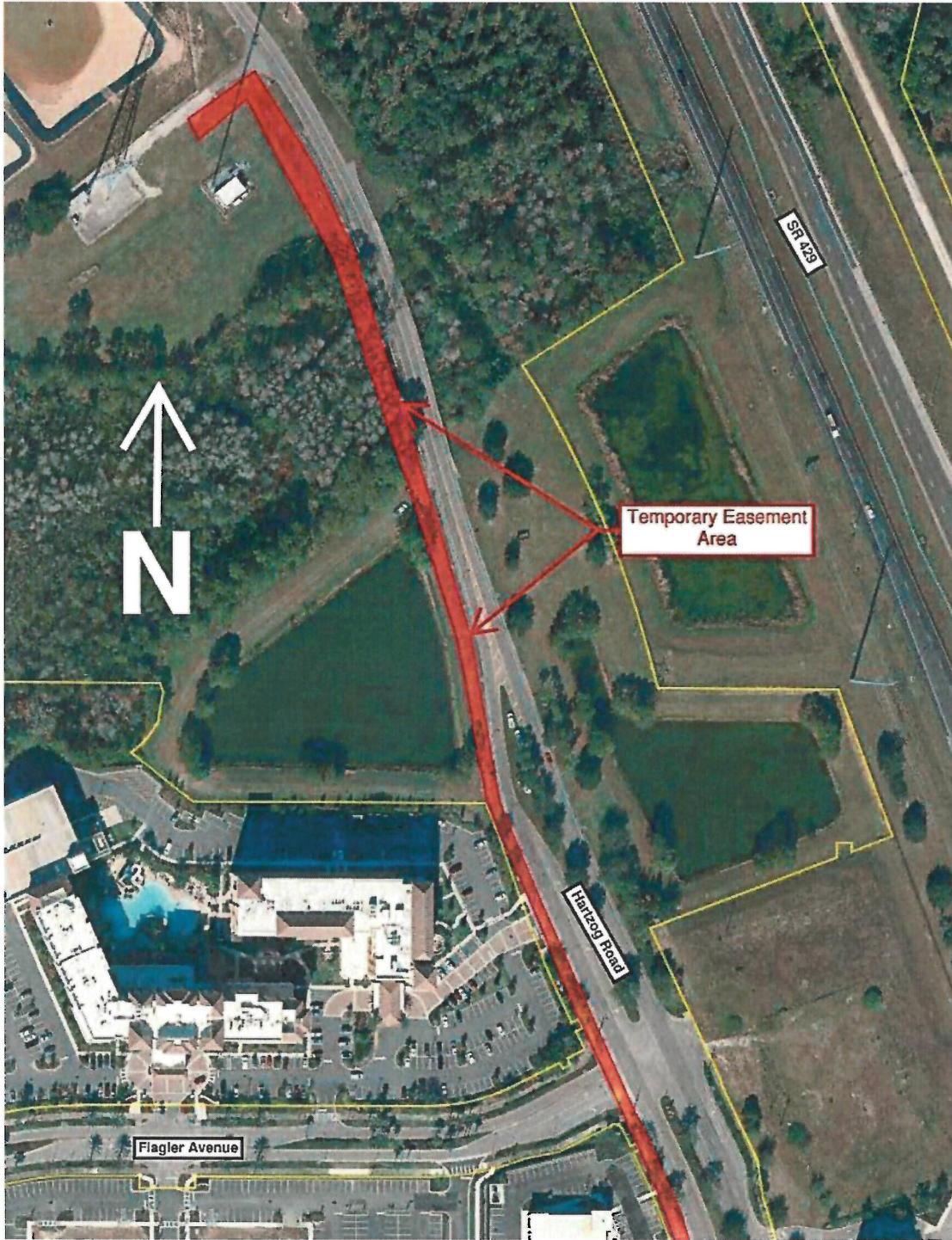


EXHIBIT "A"

Description of Temporary Easement Area (2 of 3)

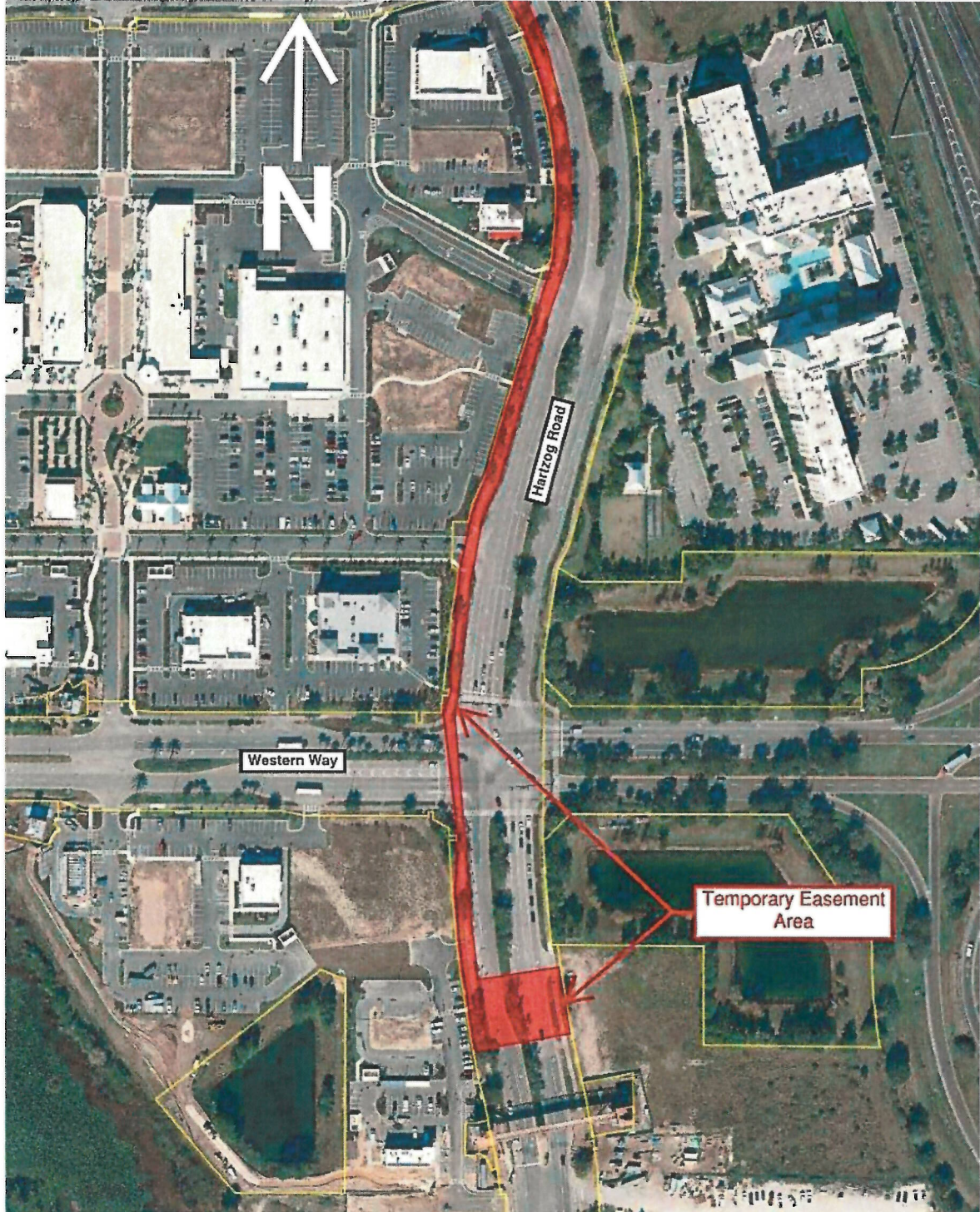


EXHIBIT "A"

Description of Temporary Easement Area (3 of 3)

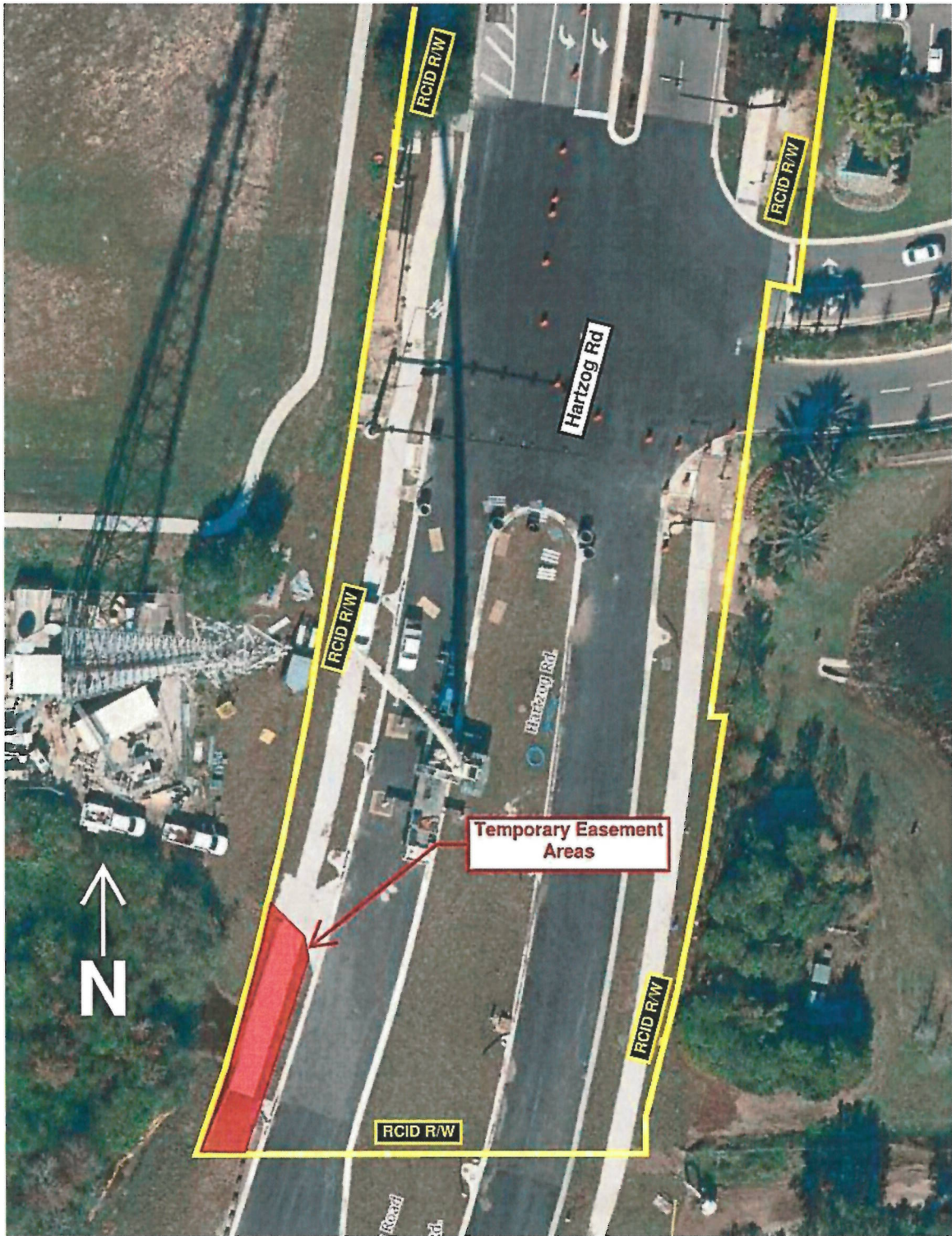


EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

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

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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

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

1. The work is within the corporate limits of a municipality. Yes () No () [Mark one]
If Yes, indicate the name of the municipality _____
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on _____ to the following utilities/municipalities

3. The office of RCID's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by the U.S. Environmental Protection Agency for Storm Water Discharges from Connection Sites pursuant to the Clean Water Act. Permittee is responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) permit, if applicable. Copies of any such permits required shall be provided to RCID prior to commencement of the Work.
5. All Work, including materials and equipment, must meet RCID standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all RCID property shall be restored to its original condition, to the extent practicable, in keeping with RCID specifications and in a manner satisfactory to RCID.
7. Installations shall conform to RCID's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to RCID's requirements, specifications and procedures and shall be made an integral part of this Permit.
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.
10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.

11. Permittee expressly understands and acknowledges that this Permit is a license for permissive use only and the placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.
12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor (as determined in the sole discretion of the District Administrator of RCID), any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon, as required by the District Administrator of RCID. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain _____ document between RCID and _____, dated _____, and, if recorded, filed in the records of _____ County, Book _____, Page _____.
13. Permittee agrees, in the event removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with RCID's construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID's contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "Law" or the "Laws", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:

15. Special Instructions:

16. Permittee, for itself, its successors, assigns, grantees, invitees, and customers, and for those claiming by, through or under any of them, hereby releases, indemnifies, saves, defends and forever holds harmless RCID and their Board of Supervisors, officers, directors, employees, representatives, agents, guests and invitees (collectively, the "Indemnitees") from any and all claims or demands, liabilities, losses, suits, actions, judgments, liens, damages, penalties, fines, interest, costs and expenses (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith through all appeals, arising out of or incurred in connection with: (i) any activity, work, act, accident, injury or damage committed, omitted, permitted or suffered in respect of the work to be performed by Permittee or its successors, assigns, grantees, invitees, customers or any of their respective officers, directors, employees, contractors, representatives or agents, or caused, in whole or in part, by the use the right-of way; (ii) any accident, injury or damage which shall happen or be claimed to have happened in any manner connected with Permittee's use of the right-of-way (iii) actual or alleged negligence or willful misconduct of Permittee, its successors, assigns, grantees, invitees, customers, agents, employees, representatives or contractors; or (iv) Permittee's breach of this Agreement or failure to perform any obligations imposed hereunder; (v) liens filed by third parties; or (vi) Permittee's failure to abide by any applicable Laws as they now exist and those which may be enacted subsequent to the date of this Agreement; and as to all of the foregoing clauses (i) through (v) whether or not such losses, injuries, damage, destruction or theft are sustained by Permittee or RCID. Permittee shall cooperate with RCID in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Permittee, of legal counsel satisfactory to RCID. Permittee shall not raise as a defense to its obligation to indemnify any comparative or contributory negligence of any of the Indemnitees, it being understood and agreed that no such comparative or contributory negligence shall relieve Permittee from its liability to so indemnify, nor entitle Permittee to any contribution, either directly or indirectly.

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

PRINT NAME
Contact number (____) _____

Submitted By: _____
 Printed Name of Permittee Date

 Title (If doing business under a fictitious name, provide proof of compliance with Law

 Signature of Permittee

Approved by: _____
 RCID Engineer or Authorized Representative Date

ISSUED FOR:

The following is Required for Sign Installation Only

Please Provide All of the Following Information:

(Attach additional sheets if required)

Purpose of Sign: _____

Location of Sign: _____

Disney Grid Coordinates: _____

Type of Sign: _____

Face of Sign, including All Symbols or Text :

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

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

Planning Approval by _____ DATE _____

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

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

NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 ("**Grantor**") and _____, a _____, whose mailing address is _____ ("**Grantee**").

WITNESSETH:

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

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

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

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

1. **Recitations.** The above recitations are true and correct and are incorporated herein by reference.

2. **Grant and Use of Easement.** Grantor grants to Grantee, a non-exclusive easement in perpetuity, or such earlier date as the use thereof as set forth herein is abandoned (this "**Easement**") on, over, under and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement shall be used by Grantee (and its employees, contractors, and agents) for the permitted use of the Easement Area, together with the right of vehicular and pedestrian ingress and egress in connection therewith by Grantee and the aforesaid parties, to and from the Easement Area over and across public roads, alleys, sidewalks and such other portions of the Property as Grantor may designate from time to time (as hereinafter provided) and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right, subject to the prior written approval of Grantor, to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to specify which portions of the Easement Area shall be used by Grantee for all or any portion of the _____ (and future facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion) and any temporary construction facilities on the Easement Area, and to designate (from time to time) specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property and Grantor's adjacent property. Thereafter, only such routes and

other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. Grantor accepts the location of the _____ as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

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

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

4. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided such right does not unreasonably interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

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

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

d) to relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the _____ to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantee's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release (in recordable form) of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Permanent Easement Agreement (in recordable form) to cover the new easement area(s), in which event this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment (in recordable form) to this Permanent Easement Agreement

amending the description of the Easement Area to reflect the designated location where the _____ are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Permanent Easement Agreement and the relocation, alteration or modification of the Easement Area or the _____, in whole or in part. If any or all of the Easement Area or the _____ are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the _____ and restore the Easement Area to the same condition existing at the time of the execution of this Permanent Easement Agreement, and commence use of the new location designated by Grantor; and

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

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

a) not interfere with or prevent the following: (i) the normal development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the normal use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

d) not interfere with any hereafter granted license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation, or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, or invitees. Grantee shall be liable to Grantor for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's repair, replacement, maintenance, or operation of the _____;

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

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 6, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision in this Permanent Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

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

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

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

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

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

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

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

8. Insurance. Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "**Additional Insured**"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

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

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

10. No Warranty: Entire Agreement. Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Permanent Easement Agreement or the Easement Area, other than as

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

11. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: District Administrator
Facsimile: (407) 934-6200

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

If to Grantee: _____

Attn: _____
Facsimile: () _____

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

_____ (Signature)

By: _____ (Signature)

John H. Classe, Jr., District Administrator

_____ (Print Name)

Dated: _____

_____ (Signature)

_____ (Print Name)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by John H. Classe, Jr., as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

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

WITNESSES TO GRANTEE:

(Signature)

(Print Name)

(Signature)

(Print Name)
By: _____ (Signature)

(Print Name)
Its: _____ (Title)
Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

EXHIBIT "A"

Description of Permanent Easement Area

NON-EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 (“**Grantor**”), and **DUKE ENERGY FLORIDA LLC, a Florida Limited Liability Company Inc., d/b/a DUKE ENERGY**, whose mailing address is Post Office Box 14042, St. Petersburg, Florida 33733 (“**Grantee**”).

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive temporary construction easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**Easement Area**”), for the purpose of: (i) commencing and completing site preparation and all necessary construction staging related to the installation of underground lines and appurtenant underground facilities (the “**Utilities**”) necessary or appropriate for electric services to the Property and to adjacent properties, in accordance with the corridor utilization permit application, a copy of which is attached hereto as Exhibit “B”; and (ii) in connection therewith, access to, from, over, and through the Easement Area and adjacent public roads, alleys, sidewalks, and other portions of the Property as Grantor may specifically designate from time to time (as hereinafter provided). (Items (i) and (ii) hereinabove are sometimes hereinafter collectively referred to as the “**permitted use**”); and

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

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

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

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary construction easement (this “**Easement**”) on, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the “**Termination Date**”) which is the earlier of (i) the date that Grantor and Grantee execute a permanent utility easement agreement for the Utilities in accordance with Section 3 hereof, or (ii) **October 31, 2023**. This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

3. **Permanent Easement.** Promptly upon completion by Grantee of the installation of the Utilities, Grantor agrees to convey, by separate easement agreement, a perpetual, non-exclusive, utility easement agreement in the form attached hereto and incorporated herein as Exhibit "C" (the "**Permanent Easement**"); provided, however, that Grantee shall provide to Grantor, at Grantee's sole cost and expense, an as-built survey (the "**Survey**") detailing the centerline alignment of the Utilities which Survey shall be signed and sealed by a surveyor licensed by the State of Florida, shall comply with the minimum detail survey requirements established under Florida law and shall verify that the Utilities placed by way of this Non-Exclusive Temporary Easement Agreement lie within the Easement Area. The legal description for the Permanent Easement shall be based upon the Survey. The linear alignments shall not exceed ten (10) feet in all be provided in width. The Permanent Easement shall be recorded in the public records of Orange County, Florida.

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

5. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided, such right does not materially and adversely interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct (or allows others to construct) improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

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

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

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Utilities to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantor's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Temporary Easement Agreement to cover the new easement area(s), in which event, this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with

respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment to this Temporary Easement Agreement amending the description of the Easement Area to reflect the designated location where the Utilities are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Utilities. If any or all of the Easement Area or the Utilities are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantee's sole cost and expense) promptly remove the Utilities, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence construction of the new utilities on such new location designated by Grantor; and

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

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

a) not interfere with or prevent the following: (i) the development, use and maintenance by Grantor of the Easement Area, the Property, or Grantor's adjacent properties, if any; (ii) the use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area and the Property, so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

d) not interfere with any hereafter granted license, easement, reservation or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

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

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area or the Property ("**Hazardous Materials Activities**"). Grantor shall not be liable to Grantee for any Hazardous Materials Activities caused by Grantee, its employees, agents, contractors, 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 the Property caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's construction, repair, replacement, maintenance, or operation of the Utilities;

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

i) not permit any lien to be filed against the Easement Area or the Property for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or the Property at the direction or sufferance of Grantee. If any such lien is filed against the Easement Area or the Property, Grantee shall have the obligation to remove or otherwise cancel or discharge the same immediately. Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 7, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

7. **Breach by Grantee.** If Grantee breaches any provision in this Temporary Easement Agreement and fails to cure any such breach within fifteen (15) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) four percent (4%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

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

a) Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "AS IS" and "WHERE IS" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions, and limitations applicable thereto. Grantee, for and on behalf of itself and its 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 (or use of the portions of the Property made available for ingress and egress) 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 hereby release, indemnify, defend, and hold harmless the Reedy Creek Improvement District, its Board of Supervisors, agents, officers, directors, supervisors, servants, contractors, representatives, and employees (collectively, the "Indemnitees") from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Indemnitees in connection therewith, that arise from or relate, directly or indirectly, to: (i) operations on, or the use of, the Easement Area or the Property by Grantee (its 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, under, through or across the Easement Area or the 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 the 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 the Indemnitees in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the Indemnitees. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination.

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

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

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

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

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

9. **Insurance.** Unless otherwise agreed to by Grantor and Grantee, Grantee and Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, employees, and assigns of each, which insurance shall name Grantor as additional insured (the "**Additional Insured**"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

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

c) Grantee may elect to provide the insurance coverage set forth in subparagraphs a) and b) above through a self-insurance program. Grantee shall provide Certificates of self-insurance to Grantor confirming the coverage described herein.

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

Agreement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder. This Temporary Easement Agreement involves the granting of a personal right by Grantor to Grantee and, therefore, neither this Temporary Easement Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by Grantee without the prior written consent of Grantor, which consent may be withheld or approved in Grantor's sole discretion.

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

12. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor: Central Florida Tourism Oversight District
f/k/a 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: Central Florida Tourism Oversight District
f/k/a Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Legal Counsel
Facsimile: (407) 828-4311

If to Grantee: Duke Energy Florida, Inc., Duke Energy
452 East Crown Point Road
Winter Garden, FL 34787
Attn: Land Services-South Central
Facsimile: (407) 905-3365

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

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

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

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

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

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

19. **Attorneys' Fees and Costs.** If either party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, the party which substantially prevails in any such suit, action or proceeding shall be entitled to receive from the other party such prevailing party's actual costs, fees and expenses reasonably incurred (including the fees and expenses of attorneys and paraprofessionals) in connection with such suit, action or proceeding (whether or not such costs, fees and expenses are taxable to the other party as such by any Law) through any and all final appeals arising out of such suit, action or proceeding.

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

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

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District,
a public corporation

Heidi Powell (Signature)

HEIDI POWELL (Print Name)

Susan Higginbotham (Signature)

Susan Higginbotham (Print Name)

By: [Signature] (Signature)
Glenton Gilzean, Jr., District Administrator

Dated: 6/6/2023

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of June, 2023, by **Glenton Gilzean, Jr.**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public

Name typed, printed or stamped _____
My Commission Expires: _____

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

[Signature] (Signature)
PETER GILBERTMAN (Print Name)
[Signature] (Signature)
VANMILE PAXNAL (Print Name)

DUKE ENERGY FLORIDA LLC, a Florida Limited Liability Company Inc., d/b/a DUKE ENERGY

By: [Signature] (Signature)
Susann Price (Print Name)
Its: Manager Land Services II (Title)
Dated: 5/11/23

APPROVED
By Chris King at 9:51 am, May 11, 2023

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of May, 2023, by Susann Price, as Manager Land Services II of Duke Energy Florida, LLC, a Florida LLC of the State of Florida, on behalf of the company. She/He is personally known to me or produced as identification.

[Notary Seal]

[Signature]
Notary Public
Name typed, printed or stamped
My Commission Expires: 7-21-2026

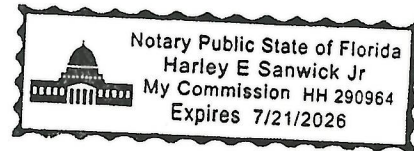


EXHIBIT "A"

Temporary Easement Area



EXHIBIT "B"

FORM OF CORRIDOR PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

County _____ Section(s) _____ Township _____ Range _____

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

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

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

1. The work is within the corporate limits of a municipality. Yes () No () [Mark one]
If Yes, indicate the name of the municipality _____
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on _____ to the following utilities/municipalities

3. The office of RCID's Manager of Planning & Engineering (hereinafter "Engineer"), at 1900 Hotel Plaza Boulevard, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization by other state, federal, local agencies or other departments within the RCID. Permittee is responsible for obtaining these approvals/permits, if applicable. Copies of any such permits shall be provided to RCID prior to commencement of the Work.
5. All Work, including materials and equipment, must meet RCID standards and shall be subject to inspection at any time and from time to time, by the Engineer.
6. Following completion of the Work, all RCID property shall be restored to its original condition in keeping with RCID specifications and in a manner satisfactory to RCID.
7. Plans for the installation shall conform to RCID's requirements, specifications and procedures and shall be made an integral part of this Permit.
8. REMOVED
9. Permittee shall **commence the Work** on _____ and shall be **finished** with all of the **Work** by _____. If the commencement date is more than 60 days from the date of the issuance of the Permit, Permittee must review the Permit with the Engineer prior to commencement to ensure that no changes have occurred that would affect the permitted Work.
10. The Work and maintenance thereof shall not interfere with the property and rights of any prior permittee.
11. Permittee expressly understands and acknowledges that this Permit is for installation and temporary permissive use only. The placing of facilities upon public property pursuant to this Permit shall not operate to create or to vest any property rights in Permittee.

12. Whenever necessary for the construction, repair, improvement, maintenance, alteration, relocation, safety, and efficient operation of all or any portion of the corridor, as determined in the sole discretion of the District Administrator in his/her sole discretion, any or all of the facilities and appurtenances authorized hereunder shall be immediately removed from the corridor or reset or relocated thereon. Such relocation, resetting or removal shall be at the sole expense of Permittee unless otherwise stated in the terms and conditions of that certain _____ document between REEDY CREEK IMPROVEMENT DISTRICT, as Grantor and DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY, as Grantee, dated _____, and, if recorded, filed in the records of _____ County, Document Number _____. RCID acknowledges that this Permit is granted in conjunction with that certain document referenced above and in the event of any discrepancies between the two documents, RCID acknowledges that the terms and condition of this Permit are subordinate to and superseded by the terms and condition of the Easement referenced above.
13. Permittee agrees, in the event the removal, resetting or relocation of Permittee's facilities is scheduled simultaneously with RCID's construction work, to coordinate with RCID before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with RCID and with RCID's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of RCID or RCID's contractor(s). Permittee further agrees to defend any legal claims of RCID or RCID's contractor(s) due to delays caused by Permittee's failure to comply with the approved schedule and to otherwise comply with applicable present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, regulations, resolutions, rules, requirements, standards, applications and directives as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing and to obtain, maintain and comply, at its sole expense, with all applicable permits in connection with Permittee's use of the corridor (hereinafter collectively referred to as the "Law" or the "Laws", as applicable). Notwithstanding the provisions herein contained to the contrary, Permittee shall not be responsible for delays beyond its normal control.
14. Special Conditions:

15. Special Instructions:

16. Permittee understands and agrees that the rights and privileges herein set out are granted only to the extent of RCID's right, title & interest in the land to be entered upon and used by Permittee, and Permittee will, at all times and to the extent permissible by law assume all risk of and indemnify, defend and save harmless RCID and RCID's contractors from and against any and all laws, damage, cost or expense arising in any manner on account of the exercise or attempted exercise(s) by Permittee of the aforesaid rights and privileges.
17. During construction, Permittee shall observe all safety regulations imposed by RCID and shall take all appropriate measure necessary to safely conduct the public through the area in which the work is being conducted, including but not limited to, placing and displaying safety devices, all in accordance with the federal Manual on Uniform Traffic Control Devices ("MUTCD") as amended under state of Florida Department of Transportation ("FDOT") most current addition of FDOT's Roadway Traffic Design Standards and Standard Specifications for Road and Bridge constructions, as amended.
18. If Permittee, in the sole and absolute discretion of RCID, shall be found not to be in compliance with RCID requirements in effect as of the approval date of this permit, this permit shall be void, and all work must be immediately brought into compliance or shall cease.
19. This permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without RCID's prior written consent.
20. RCID agrees to allow Permittee to install the facilities hereinabove described within the corridor set forth upon the continuing satisfactory performance of the condition of this Permit.
21. Two copies of the Permittee's Maintenance of Traffic Plan, signed and sealed by professional engineers, licensed to practice in the State of Florida, is attached hereto and made a part hereof this permit. The Permittee's employed responsible for implementation of this Maintenance of Traffic Plan on the Work site is identified below.

PRINT NAME

Contact number (____) _____

Submitted By: _____
Printed Name of Permittee Date

Title (If doing business under a fictitious name, provide proof of compliance with Law

Signature of Permittee

Approved by: _____
RCID Engineer or Authorized Representative Date

ISSUED FOR:

**CORRIDOR PERMIT
FINAL INSPECTION REPORT**

DATE: _____ PERMIT NUMBER: _____

COUNTY/SECTION/TOWNSHIP/RANGE: _____

DATE STARTED: _____ DATE COMPLETED: _____

Required for Sign Installation:

COPY OF DIGITAL PHOTO RECEIVED BY RCID ON _____

REMARKS:

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

SIGNED: _____
(Permittee)

TITLE: _____

DATE: _____

INSPECTED BY: _____

PERMIT CLOSURE APPROVED BY: _____

EXHIBIT "C"

FORM OF PERMANENT EASEMENT AGREEMENT

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

NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT ("Easement Agreement") is made as of the Effective Date (as hereinafter defined) by and between **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 10170, Lake Buena Vista, Florida 32830-0170 ("**Grantor**") and and _____, a _____, whose mailing address is _____, ("**Grantee**").

W I T N E S S E T H:

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

WHEREAS, Grantee desires to obtain a non-exclusive utility easement on, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Easement Area**"), for the purpose of: installing, inspecting, replacing (in the same location), operating, maintaining and repairing underground power lines and underground power facilities (collectively, the "**Utilities**")' sometimes referred to as the "**permitted use**"); and

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

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

1. **Recitations.** The above recitations are true and correct and are incorporated herein by reference.
2. **Grant and Use of Easement.** Grantor grants to Grantee, a non-exclusive easement (this "**Easement**") on, under and across the Easement Area. This Easement is subject to the terms, conditions, restrictions and limitations set forth herein and in other recorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement shall be used by Grantee (its permitted successors and assigns, employees, contractors, and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee's rights in connection therewith shall include the right, subject to the prior written approval of Grantor, to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to specify which portions of the Easement Area shall be used by Grantee for all or any portion of the _____ Utilities (and future facilities, if any, consented to by Grantor, which consent Grantor may grant or withhold in its sole discretion) and any temporary construction facilities on the Easement Area, and to designate (from time to time) specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property and Grantor's adjacent property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. Grantor accepts the location of the Utilities as set forth in the permit issued by Grantor for the construction of the improvements, subject to the provisions of Paragraph 4.d), below.

Notwithstanding any provision in this Easement Agreement to the contrary, Grantee (including, without limitation, its permitted successors and assigns) shall be required to obtain a Right-of-Way Permit from Grantor prior to initiating any work within the Easement Area or accessing any Easement Area, except in the case of emergency in which case such prior notice shall not be required. In the case of an emergency, Grantee shall provide to Grantor by way of email or fax notification of emergency work performed and identifying location of same, within 72 hours of work completion. In addition, Grantee shall be required to comply with all governmental permitting requirements, as now or hereafter may be enacted or amended, and shall be required to obtain all required permits prior to initiation of work within the Easement Area. Grantee acknowledges that Grantee's access to the Easement Area and/or for ingress and egress across Grantor's Property is subject at all times to the strict compliance by Grantee, its permitted successors, assigns 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 Easement Agreement creates a non-exclusive Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 4.d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor. Replacement of the Utilities with facilities in the same location and of the same type, size, number and capacity shall not be deemed construction of new facilities.

4. Grantor's Reservation of Rights. Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area and the Property (in Grantor's sole discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property; provided such right does not unreasonably interfere with Grantee's permitted use of the Easement Area pursuant to the terms hereof. Grantor also reserves the right, but not the obligation, to do all or any of the following without Grantee's consent:

a) to construct improvements; landscape; provide for drainage; construct paved roads, bridges, tunnels, driveways, parking areas, or any other improvements; and install utility lines, equipment and cables upon, above or under the Easement Area, so long as such use does not materially and adversely interfere with the purpose for which this Easement is granted;

b) 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;

c) to relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Utilities to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at Grantor's sole cost and expense. In the event of any such relocation, alteration or modification, Grantee shall, at Grantor's option, either: (i) execute a release (in recordable form) of the rights granted hereunder with respect to the portion of the Easement Area to be vacated and enter into a new agreement in substantially the same form as this Easement Agreement (in recordable form) to cover the new easement area(s), in which event this Easement shall be considered canceled as to the portion vacated by such relocation and all rights and obligations of Grantee contained herein with respect to the Easement Area shall be described in such subsequent agreement; or (ii) execute an amendment (in recordable form) to this Easement Agreement amending the description of the Easement Area to reflect the designated location where the Utilities are to be relocated. Grantee (at Grantee's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Easement Agreement and the relocation, alteration or modification of the Easement Area or the Utilities, in whole or in part. If any or all of the Easement Area or the Utilities are to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantor's sole cost and expense) promptly remove the Utilities and restore the Easement Area to the same condition existing at the time of the execution of this Easement Agreement, and commence construction of the new facilities on such new location designated by Grantor; and

d) plat, replat or dedicate the Easement Area to the public, subject to this Easement.

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

a) not interfere with or prevent the following: (i) the normal development, use and maintenance by Grantor of the Easement Area or Grantor's adjacent properties, if any; (ii) the normal use of any portion of the Easement Area by the general public, if any portion of the Easement Area has been or is hereafter dedicated to the general public; and (iii) any development, construction, improvement, or other activity or use by Grantor now or in the future existing on or about the Easement Area so long as such use does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

c) not interfere with any hereafter granted license, easement, reservation, or right-of-way upon, above, over, through, under, or across the Easement Area so long as such license, easement, reservation, or right-of-way does not materially and adversely interfere with Grantee's permitted use of the Easement Area;

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

g) not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "Hazardous Materials") to be used, placed, misused, or disposed of upon, above or under, or transported to or from the Easement Area ("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 caused by Grantee, its employees, agents or contractors, or in any way resulting from Grantee's repair, replacement, maintenance, or operation of the Utilities. Notwithstanding the foregoing, Grantee shall not be liable for Hazardous Materials existing on the Easement Area prior to the Effective Date or for Hazardous Materials brought onto the Easement Area by Grantor or third parties;

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

i) not permit any lien to be filed against the Easement Area for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area at the

direction or sufferance of Grantee or its assigns. If any such lien is filed against the Easement Area, Grantor shall have the right (but not the obligation) to cause such lien to be released. Grantee shall pay on demand all of Grantor's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 6, hereof, accruing from and after the date of such expenditure until Grantor's receipt of full payment therefor.

6. **Breach by Grantee.** If Grantee breaches any provision in this Easement Agreement and fails to cure any such breach within thirty (30) days after written notice thereof is given by Grantor, in addition to any other right or remedy available to Grantor at law or in equity, Grantor shall have the right, but not the obligation, to cure any such breach. Grantee agrees to reimburse Grantor for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to the lesser of: (i) one percent (1%) above the prime rate of interest announced by SunTrust Bank, Central Florida, N.A.; or (ii) the highest rate of interest allowable by law, from and after the date of Grantor's expenditure thereof, until Grantor's receipt of full payment therefor.

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

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

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

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

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

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

8. **Insurance.** Grantee shall carry, or (as applicable) require Grantee's contractors to carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, employees, and assigns of each, which insurance shall name Grantor as additional insured (the "Additional Insured"); and

b) Worker's compensation insurance as required by applicable law (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

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

9. **No Warranty: Entire Agreement.** Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Easement Agreement or the Easement Area, other than as may be set forth herein. This 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 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 Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk.

10. **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) upon confirmation of successful transmission (if sent by facsimile transmission) to the intended recipient at the facsimile number set forth below provided that a copy of such notice is contemporaneously sent by one of the other methods of delivery set forth herein (it being understood and agreed, however, that such notice shall be deemed received upon receipt of electronic transmission); (iii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iv) three business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

If to Grantor: Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: District Administrator
Facsimile: (407) 934-6200

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

Reedy Creek Improvement District
1900 Hotel Plaza Boulevard, P.O. Box 10170
Lake Buena Vista, Florida 32830-0170
Attn: Planning & Engineering
Facsimile: (407) 828-2560

If to Grantee: Duke Energy Florida, Inc., Duke Energy
452 East Crown Point Road
Winter Garden, FL 34787
Attn: Land Services-South Central
Facsimile: (407) 905-3365

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

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

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

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

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

16. **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.

17. **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.

18. **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 Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Easement Agreement, as indicated below (the "Effective Date").

WITNESSES TO GRANTOR:

REEDY CREEK IMPROVEMENT DISTRICT,
a public corporation

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____ (Signature)
_____, District Administrator
Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 20__, by _____, as District Administrator of the **REEDY CREEK IMPROVEMENT DISTRICT**, a public corporation, on behalf thereof, who is personally known to me.

Signature of Notary Public-State of Florida
(AFFIX STAMP)

WITNESSES TO GRANTEE:

DUKE ENERGY FLORIDA LLC, a Florida Limited Liability Company Inc., d/b/a DUKE ENERGY

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____ (Signature)
Its: Manager, Land Services Distribution ROW
Dated: _____

STATE OF _____
COUNTY OF _____

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 20__, by _____, as Manager, Land Services Distribution ROW, of **DUKE ENERGY FLORIDA, INC., d/b/a DUKE ENERGY**, a Florida corporation, on behalf of the corporation, who is personally known to me or presented _____ as identification. (Set forth type of identification presented, if applicable)

Signature of Notary Public-State of _____
(AFFIX STAMP)

EXHIBIT "A"

Description of Easement Area

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 7.3

Page 1 of 1

Meeting Date	
August 23, 2023	
Agenda Item Name	
Report from Raftelis regarding the Utility Labor Service Agreement for FY2024	
Requested Action	
Ask Board to accept the Labor Services Agreement for FY2024	
Staff Report	
<p>The Central Florida Tourism Oversight District (CFTOD or District) engaged Raftelis to assist with the review of charges for service for the District’s utility services, which include electric, water, wastewater, reclaimed water, chilled water, hot water, natural gas, and solid waste and recycling services.</p> <p><u>Part of the project scope includes assisting the District with evaluating and negotiating the annual Operational Services Fee described in the Labor Services Agreement (LS Agreement). The LS Agreement exists between the District and Reedy Creek Energy Services (RCES).</u></p> <p>RCES is a wholly-owned subsidiary of The Walt Disney Company. Under the LS Agreement, they are responsible for providing all operational services for the utility. Employees providing utility services for the District are employed by RCES. On or before July 1st of each fiscal year, RCES submits to the District the Annual Adjustment of Operational Services and Operational Services Fee for the upcoming fiscal year (the period beginning October 1, 2023, and ending September 30, 2024). A significant component of the Operational Services Fee is the underlying total compensation cost for the approximately 263 employees providing operational services to the District.</p>	
Additional Analysis	
Provided during Raftelis’ presentation	
Fiscal Impact Summary	
\$34,502,576	
Exhibits Attached	

TECHNICAL MEMORANDUM

To: Susan Higginbotham, CPA, District Controller

From: Raftelis

Date: August 16, 2023

Re: Review of Operational Services Fee – Salary Benchmarking Analysis

Summary

The Central Florida Tourism Oversight District (CFTOD or District) engaged Raftelis to assist with the review of charges for service for the District's utility services, which include electric, water, wastewater, reclaimed water, chilled water, hot water, natural gas, and solid waste and recycling services. Part of the project scope includes assisting the District with evaluating and negotiating the annual Operational Services Fee described in the Labor Services Agreement (LS Agreement). The LS Agreement exists between the District and Reedy Creek Energy Services (RCES).

RCES is a wholly-owned subsidiary of The Walt Disney Company. Under the LS Agreement, they are responsible for providing all operational services for the utility. Employees providing utility services for the District are employed by RCES. On or before July 1st of each fiscal year, RCES submits to the District the Annual Adjustment of Operational Services and Operational Services Fee for the upcoming fiscal year (the period beginning October 1, 2023, and ending September 30, 2024). A significant component of the Operational Services Fee is the underlying total compensation cost for the approximately 263 full-time equivalent employees (FTE) providing operational services to the District.

An estimated 72% or 188 of RCES FTEs are classified as Front-Line Skilled Tradespersons and covered by a labor agreement between Walt Disney World Co. and North America's Building and Trades Unions and Craft Maintenance Council. The most recent agreement covering April 2022 to October 2026 was provided by RCES for a salary benchmarking analysis. Notably, the remaining 75 FTEs, classified as salaried or administrative professionals, were excluded from the salary benchmarking analysis.

The objective of the salary benchmarking analysis is to provide the District with an evaluation of reasonableness for personnel cost, which comprises a significant portion of the operational services fee requested by RCES. The requested operational services fee for FY 2024 is \$34.5 million an increase of \$1.8 million or 5.4% from the FY 2023 operational services fee of \$32.7 million. In the submission letter from RCES to the District, the increase is primarily attributed to the annual salary increases and market-based adjustments for Front-Line Skilled Tradespersons. Data limitations preclude Raftelis from making broad conclusions regarding the reasonableness of the entire operational services fee. These limitations include the cost of benefits, overtime, the exclusion of salary data for salaried professional and administrative FTEs, and non-personnel related operational costs.

A summary of the requested operational services fee for FY 2024 by operational divisions and labor classifications is provided below. The amount excludes the additional \$3.45 million requested for Design and Support Services. Approximately 70% of this cost (\$2.4 million) is incurred in the Engineering and Programs division, which is primarily salaried FTEs where salary data was not provided.

Table 1: RCES Labor Summary for Operational Services (excluding Design and Support Services)

RCES Division	Salaried and Admin FTEs	Front-Line Skilled Tradespersons FTE	Total FTEs	Requested Labor Dollars (\$)	Estimated Labor Hours	Labor Cost per Hour
Utility Executive Office and Business Affairs	7	0	7	\$1,497,857	12,396	\$120.83
District Plan Operations and Sustainability	3	27	30	\$4,097,880	55,058	\$74.43
Electric and Energy Plant Operations	14	38	52	\$7,969,832	96,789	\$82.34
Gas, Water, Waste Resources and Compliance	8	73	81	\$9,228,388	153,352	\$60.18
Utility/Facility and Property Services	3	38	41	\$5,590,730	77,745	\$71.91
Utility and Facility Integration	13	9	22	\$3,080,393	41,603	\$74.04
Engineering and Programs	27	3	30	\$3,037,496	56,421	\$53.84
	75	188	263	\$34,502,576	493,364	\$69.93

There are 18 job classifications categorized as Front-Line Tradespersons in RCES’ organizational chart. Each of these classifications is represented in the salary schedule for the current labor agreement with the Craft Maintenance Council. Two job classifications, Apprentice Electrician and Operator CoGen, were excluded from the benchmarking analysis due to limited data. Three job classifications were combined into one broad job title of “Area Mechanic” due to similar job descriptions, the same pay scale, and availability of peer and industry salary data. The job classifications are Area Mechanic Gas Certified Technician Welder, Area Mechanic Industrial Mechanic, Certified Welder, and Area Mechanic Industrial Pipe Certified Welder.

Salary mid-point for RCES was calculated as the average between starting hourly rate (initial step) and maximum hourly rate (final step) in the pay plan for each respective job classification. The annual salary was calculated based on 2,080 hours per year. **Overall, salary levels for RCES were generally in-line with industry and peer averages. Across all job classifications where benchmarking analysis was performed, the average pay for RCES was approximately 3% higher than peer comparisons and 2% below industry association comparisons. Please reference Table 7 and Table 8, respectively detailing the industry and peer utility comparison. Several factors may contribute to this trend, including but not limited to, experience of staff¹, a competitive labor market for skilled trade and commercial equipment operators, inflationary pressure to increase the cost-of-living wage adjustments, higher starting pay for entry-level positions that results in upstream impact to maintain pay equity and mitigate compression, and regional or local cost of living differences when compared to national data.**

This salary benchmarking survey and analysis was cursory based on limited data availability. As such, it is not meant to be a comprehensive assessment of the appropriateness of total compensation offered by RCES, which would

¹ RCES staff has an average tenure of 17 years.

require a thorough compensation and classification study, inclusive of detailed job descriptions for all peer comparisons to adequately match compensation with required skill sets and/or required certification and training.

Market and Economic Trends and Practices

The District comprises approximately 25,000 acres of Orange and Osceola Counties. It primarily serves visitors to Walt Disney World, in addition to the cities of Bay Lake and Lake Buena Vista. The District service environment is unique with relatively few property owners and over 80% of revenue tied to Walt Disney theme parks and tourism services. The data provided below is intended to provide context for the local, state, and national labor market as a basis for comparison and analysis to compensation actions and pay schedules for RCES employees.

Local Economic Conditions

The table below highlights key local or regional employment-related statistics compared to state and national trends.

Table 2: Employment-Related Economic Statistics – Local, State, National

Employment Related Statistic ²	Orange County	Osceola County	Florida	USA
Population Growth (2010 to 2020 Census)	24.8%	44.7%	14.6%	7.4%
% Population bachelor’s degree or higher	35.70%	24.30%	31.50%	33.70%
Median household income	\$65,784	\$58,513	\$61,777	\$69,021
Median gross rent	\$1,375	\$1,350	\$1,301	\$1,163

Unemployment rates as of June 2023 remain lower in the state of Florida and Orlando-Kissimmee-Sanford Florida region than nationally. National unemployment (seasonally adjusted) was 3.6%, compared to 2.6% and 3.0% for the state of Florida and Orlando region, respectively. Unemployment rates provide useful context as an indicator of competition for jobs – if the unemployment rate is low, compensation and benefits may need to be more competitive in order to attract the relatively few job seekers.

Consumer Price Index

The Consumer Price Index for all urban wage earners (CPI-U) increased nationally by 8.0% over the year ending in December 2022, while the South Region increased by a higher pace of 8.6% over the same timeframe.³ Through the first half of 2023, CPI-U has increased at a slower pace, declining over the past three months. The South Region continues to outpace the nation, with a slightly higher rate of inflationary increases.

Table 3: Consumer Price Index (CPI-U)

Region	Annual Average 2021-2022	12 Months Ending:		
		April, 2023	May, 2023	June, 2023
United States	8.0%	4.9%	4.0%	3.0%
South Region	8.6%	5.5%	4.4%	3.3%

² Data retrieved from U.S. Census Bureau quick facts, with the exception of population growth, values reflect five-year American Community Survey (ACS) estimates from 2017 to 2021.

<https://www.census.gov/quickfacts/fact/table/FL,osceolacountyflorida,orangecountyflorida,US/PST045222>

³ BLS Consumer Price Index – U.S. City Average and South Region.

<https://data.bls.gov/cgi-bin/surveymost>;

https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0300SA0,CUUS0300SA0

Cost of Living

The table below compares the cost of living for Orange and Osceola counties with the state of Florida and nationally.⁴ Overall, both counties track closely with the state of Florida, which is 3% above the national average.

Table 4: Cost of Living Comparison

Cost of Living	Orange County	Osceola County	Florida	USA
Overall	106.0	101.1	103.1	100
Grocery	102.1	100.1	102.8	100
Health	103.4	102.4	102.3	100
Median Home Cost	\$369,000	\$370,000	\$362,400	\$338,100
Utilities	102.5	104.1	101.3	100
Transportation	113.4	120.3	112.6	100
Miscellaneous	106.2	77.9	87.6	100

Actual and Projected Salary Budget Increases

The following information is from the WorldatWork® 2022-2023 Salary Budget Survey, which is a comprehensive national survey on compensation planning and practices, representing 2,445 employers nationwide.⁵ The table shows the total (2022) and projected (2023) salary increases for national employers. Salary increases for non-exempt, hourly employees ranged between 4.0% and 4.2% nationwide. This position category most closely aligns with the Front-line Skilled Tradespersons at RCES. The survey results align with 2023 total compensation trends for U.S. Employers reported by Mercer, which indicates total compensation – inclusive of merit increases, cost-of-living, and minimum wage, increased by 4.1%. Energy sector increases were slightly higher at 4.4%.⁶

The active labor agreement between Disney and the trade unions included a greater of \$1.00/hour or 4% wage increase effective April 2022 (FY 2022); October 2022 (FY 2023), and October 2023 (FY 2024).

Table 5: Total and Projected Salary Budget Increases

Position Category	2022 Total Salary Budget Increases (General Increase, COLA, Merit)		2023 Projected Salary Budget Increases (General Increase, COLA, Merit)	
	National (Mean) – All Employers	National (Median) – All Employers	National (Mean) – All Employers	National (Median) – All Employers
Executive – Senior Level	3.9%	3.5%	4.1%	4.0%
Exempt, Salaried	4.2%	4.0%	4.2%	4.0%
Non-exempt, Salaried	4.1%	4.0%	4.1%	4.0%
Non-Exempt, Hourly	4.2%	4.0%	4.1%	4.0%

Employers may also choose to adjust the salary structure, defined as the hierarchy of pay ranges with established minimums, maximums, midpoints, and/or step values. The labor agreement for RCES includes a step-based or flat hourly rate structure for represented job classifications. As part of the recently negotiated agreement, step values, including starting hourly pay increased by a minimum of 4%. Certain classifications received an increase in starting

⁴ Sperling’s Best Places. Cost of Living Index. <https://www.bestplaces.net/find/county.aspx?counties=fl>

⁵ WorldatWork® 2022-2023 Salary Budget Survey.

https://worldatwork.org/media/CDN/dist/CDN2/documents/pdf/resources/sbs/SBS2022-23_TopLevelData.pdf

⁶ 2023 Compensation Increases Largest Since 2008 Financial Crisis. May 2023. <https://www.shrm.org/resourcesandtools/hr-topics/compensation/pages/2023-compensation-increases-largest-since-2008-financial-crisis.aspx>

pay greater than 4%, beginning in April 2022. The negotiated increase in starting hourly pay for entry-level positions likely resulted in a compounding impact across higher starting pay job classifications to maintain pay equity and mitigate compression. The table below outlines changes to minimum or starting pay for RCES job classifications from the previous labor agreement (October 2016 – April 2022) to the most recent labor agreement (April 2022 – October 2026). Presently, the increase to starting pay for the October 2022 to September 2023 pay cycle is 4% or \$1/hour, whichever is greater, resulting in an average increase of 4.4% across all classifications.

Table 6: RCES Increase to Starting Hourly Pay

RCES Job Title	Oct 2020 – April 2022 (Previous Labor Agreement)	April 2022 – October 2022 (Active Labor Agreement)	\$ Change	% Change
Area Mechanic	\$20.45	\$25.27	\$4.82	23.6%
Electrician Power System	\$33.69	\$35.04	\$1.35	4.0%
Heavy Equipment Operator	\$16.76	\$21.76	\$5.00	29.8%
Instrument and Control Technician	\$38.06	\$39.59	\$1.53	4.0%
Material Attendant	\$14.01	\$17.00	\$2.99	21.3%
Operator Sanitation System Class A	\$31.43	\$32.69	\$1.26	4.0%
Operator Sanitation System Class B	\$28.02	\$29.15	\$1.13	4.0%
Operator Sanitation System Class C	\$26.17	\$27.22	\$1.05	4.0%
Operator Solid Waste Equipment	\$16.20	\$24.22	\$8.02	49.5%
Operator Energy System	\$19.80	\$26.23	\$6.43	32.5%
Planned Work Specialist	\$20.43	\$21.43	\$1.00	4.9%
Power Distribution Technician	\$27.85	\$34.60	\$6.75	24.2%
Utility Specialists	\$15.74	\$17.25	\$1.51	9.6%
Utility Locators	\$16.76	\$21.76	\$5.00	29.8%
<i>*It should be noted that RCES higher experienced professionals and therefore the increases to starting hourly pay does not have a material effect of the proposed increase to the FY 2024 operational services fee.</i>				

Increases to minimum pay often occur in a competitive labor market, characterized by low unemployment. Inflationary increases also support collective bargaining for higher minimum pay. Many states, including Florida, have passed laws to phase in a higher minimum wage over several years. Florida’s minimum wage is set to increase to \$12/hour on September 30, 2023, and is scheduled to increase by \$1/hour each year thereafter until 2026, when it reaches \$15/hour. Similarly, the Federal government now requires federal contractors to pay their employees a minimum wage of \$16.20/hour. These regulatory actions and labor market forces have resulted in many employers raising minimum pay to maintain competitiveness in the labor market as well as prepare for future regulatory compliance. In the 2023 survey for state and local workforce conditions, over 70% of respondents indicated driving/equipment operators with a commercial driver's license (CDL) and skilled trades of all types were difficult to fill positions.⁷ Though the survey is not representative of the private sector, RCES job classifications align closely with public sector utility job classifications.

RCES and Industry Data

With eight (8) utility services provided by the District, multiple industry salary survey data was used for the benchmarking analysis. Industry data include the American Water Works Association (AWWA); American Public Power Association (APPA); and the American Public Gas Association (APGA). The titles and job responsibilities of the industry data may not be an exact match with the duties and functions of the RCES job titles, but they are the

⁷ State and Local Workforce – 2023 Survey Findings, Mission Square Research Institute

“best fit” job titles. With eight utility systems, industry salary data may only be relevant to certain job titles within a system. In other cases, job titles may be used across the systems, and industry salary data may include similar job titles, for example, mechanic. An average of industry salary data from multiple associations was used for job classifications relevant to more than one utility system. A description of each national survey follows. The table below indicates what industry association(s) was used for each of the RCES job titles.

American Water Works Association (AWWA)

The American Water Works Association (AWWA) conducts an annual salary survey of water and wastewater utilities across the nation. They report anonymized salary ranges for various categories and subsets of surveyed data, but first divide the survey data between small, medium, and large utilities. This report will include salary data from the AWWA subsets: all large water and wastewater utilities and utilities with 200 - 500 employees.

American Public Power Association (APPA)

The American Public Power Association (APPA) conducts an annual salary survey for public power utilities across the country. The most recent report was issued in September 2022, reporting annual salaries for management-level positions and hourly pay for non-management positions as of May 2022. Salary data is further divided based on utility revenue, customer count, and region. This report includes the national salary survey results, as well as results for utilities with greater than \$100 million in revenue, and the Southeast region for utilities with more than \$15 million in Revenue. FY 2022 revenue for the electric system from the annual report was \$97.1 million. Furthermore, total customer sales for FY 2023 are budgeted at \$195.1 million, of which electric is approximately 55% of sales.

American Public Gas Association (APGA)

The American Public Gas Association (APGA) released a 2022 salary survey for management and non-management salaries based on submissions from APGA members. The salaries are voluntarily self-reported and not verified by APGA for accuracy. Survey data is sub-divided based on system size (number of meters) and job title. The job titles cover a broad subset of potential classifications, for example, Field Management, Gas Distribution, and Construction. Within each meter size category is the number of responses and average number of gas customers, employees, and revenue. FY 2022 revenue of \$11.4 million was reported for natural gas in the Annual Report for the District, based on this, results for 10,000 – 19,999 meters was used. This subset of survey results included 14 responses with an average of 40 employees and average revenue of \$16.7 million.

Solid Waste Association of North America (SWANA)

The Solid Waste Association of North America (SWANA) is a relevant industry association for solid waste services; however, the most recent compensation study performed by SWANA was in 2018. Moreover, the results of the study are grouped by job types (i.e. Executive Management, Operations, Engineering) and do not include details for specific job titles, which would be required to compare with the RCES job title of “Operator Solid Waste Equipment.” Peer data is also limited, with only the City of Tampa including solid waste as part of their combined utility system. There is likely a noteworthy difference between municipal solid waste services, which include a large representation of residential waste collection, and solid waste services for the District, which involve a greater share of multi-family and commercial waste collection.

Table 7: RCES Salaries Compared to Industry Data

RCES Job Title	2022 – 2023 RCES Salary Midpoint	2022-2023 Average Industry Salary Midpoint	Industry Association(s)	RCES as Percent of Industry Salary
Area Mechanic	\$64,700	\$57,311	APGA, APPA, AWWA	113%

RCES Job Title	2022 – 2023 RCES Salary Midpoint	2022-2023 Average Industry Salary Midpoint	Industry Association(s)	RCES as Percent of Industry Salary
Electrician Power System	\$75,800	\$85,959	APPA	88%
Heavy Equipment Operator	\$58,700	\$53,997	APGA	109%
Instrument and Control Technician	\$85,700	\$81,629	APPA, AWWA	105%
Material Attendant	\$44,100	\$58,940	APGA, APPA	75%
Operator Sanitation System Class A	\$70,700	\$68,645	AWWA	103%
Operator Sanitation System Class B	\$63,100	\$60,141	AWWA	105%
Operator Sanitation System Class C	\$58,900	\$53,743	AWWA	110%
Operator Solid Waste Equipment	\$54,700	N/A	N/A	N/A
Operator Energy System	\$64,500	\$83,145	APPA	78%
Planned Work Specialist	\$61,400	\$60,661	APGA, APPA, AWWA	101%
Power Distribution Technician	\$79,500	\$83,262	APPA	95%
Utility Specialists ⁸	\$48,000	N/A	N/A	N/A
Utility Locators	\$58,700	\$58,630	APGA, APPA	100%

RCES and Florida Utility Peers Data

Raftelis also considered other utilities in Florida, using the midpoint of each position’s salary scale to compare to those of RCES. To determine comparisons between positions at other utilities, Raftelis used publicly available job titles and descriptions at peer utilities to most closely match RCES’s job descriptions, where provided, and job titles if a description was unavailable. The selected peers are listed below. Peer data is from FY 2022 – 2023.

- Fort Pierce Utilities Authority (FPUA) – Energy, Water, Wastewater
- Lakeland - Energy, Water, Wastewater
- Tampa – Solid Waste, Water, Wastewater
- Hillsborough County - Solid Waste, Water

For peer salary data, not all peers employ a comparable position, either because they do not conduct an activity, the activity is accomplished with a different staffing configuration, job descriptions were not well aligned, or because the grades of workers were not sufficiently defined or differentiated. The titles and job responsibilities between the RCES data and the benchmark data may not be exact matches, but the closest matches available are shown. While, for example, most utilities have functions that handle billing, customer service, service counter, etc., the way these functions are grouped and handled varies widely across organizations. It would be inappropriate to compare a person that predominantly performs receptionist duties at one organization with a person at another organization that does mostly utility billing. Positions often appear analogous but can be misaligned when job descriptions are compared side-by-side. Unfortunately, the fragmented nature of the utility business with numerous large-sized organizations means that there are many unique alignments and configurations of duties between positions that may appear similar. For this reason, not all job titles in the following table are benchmarked against all peer organizations listed above.

In the table below, the “Percent of Peers’ Salary” column reports the RCES salary midpoint as a percentage of the average peer salary midpoint. The “Number of Peers” reports the number of peers for whom data was reported for comparison to the RCES job title. In a few cases, more than one job title (and salary) was included from a peer. For instance, Lakeland has two different job titles for Energy System Operator with similar (but not the same) pay scales.

⁸ A job description for Utility Specialist was not provided by RCES. The job title is broad and could encompass a broad range of responsibilities and corresponding pay.

In other cases, differing numbers of job grades (e.g., Equipment Operator I, II, III, IV) do not quite align with RCES' job grades, and two job grades may be reported in such cases, as deemed appropriate.

Table 8: RCES Salaries Compared to Florida Peer Data

RCES Job Title	2022 – 2023 RCES Salary Midpoint	2022-2023 Average Peer Salary Midpoint	Number of Peer Job Titles	RCES as Percent of Peers' Salary
Area Mechanic	\$64,700	\$61,924	7	104%
Electrician Power System	\$75,800	\$75,809	5	109%
Heavy Equipment Operator	\$58,700	\$49,285	4	119%
Instrument and Control Technician	\$85,700	\$73,478	3	117%
Material Attendant	\$44,100	\$50,541	3	87%
Operator Sanitation System Class A	\$70,700	\$70,288	3	101%
Operator Sanitation System Class B	\$63,100	\$59,108	3	107%
Operator Sanitation System Class C	\$58,900	\$55,864	2	105%
Operator Solid Waste Equipment	\$54,700	\$47,564	1	115%
Operator Energy System	\$64,500	\$78,507	3	82%
Planned Work Specialist	\$61,400	\$57,013	9	108%
Power Distribution Technician	\$79,500	\$78,252	2	102%
Utility Specialists	\$48,000	\$53,235	3	90%
Utility Locators	\$58,700	\$57,477	3	102%

Observations

- Market and economic trends support salary actions taken by RCES for job titles classified as Front-line Skilled Tradespersons.
- Calendar year 2022 salary increases provided by RCES for labor-represented employees were higher than the national average. The salary increases of 4% in April and October, respectively covered two fiscal years (2022 and 2023). The combined 8% increase aligns with the average national increase in CPI-U for all urban wage earners from 2021 to 2022. In addition, front-line tradespersons last received a wage increase in 2020.
- As presented in Table 7 and 8, electric professionals wages for both RCES and the peer communities are generally below national averages ranging from 5%-12% and is a contributing factor to the 5.4% increase proposed in the FY 2024 operational services fee.
- A comparison of the post-market-based adjustments for the eight classifications receiving an increase to starting pay greater than 20% in April 2022, indicates adjustments brought RCES average salary in line with peer and/or industry averages.
- Job titles with a mid-point salary where peer or industry averages vary by 15% or more can be partially attributed to data limitations. These job titles include Heavy Equipment Operator, Instrument and Control Technician, Operator Solid Waste Equipment, Operator Energy System, and Utility Specialists. In many cases, they are job titles where certification and experience requirements, such as a commercial driver's license (CDL), can yield different average salaries. Similarly, some titles cover a broad range of responsibilities across systems, where the absence of detailed job descriptions limits comparability.

June 29, 2023

Central Florida Tourism Oversight District
Attention: District Administrator
1900 Hotel Plaza Boulevard
Lake Buena Vista, FL 32830-0170

Dear Mr. Gilzean:

For your review, Reedy Creek Energy Services (RCES) presents the attached document representing the Annual Adjustment of Operational Services and Operational Services Fee for fiscal year 2024. This submittal fulfills the requirements of section 7.1.3 of the Amended and Restated Labor Services Agreement ("Agreement") between Central Florida Tourism Oversight District ("District") and RCES. RCES is also presenting a forecast of labor dollars for Design/Support Services for capital-funded projects as described in section 7.1.2 of the Agreement.


RCES brings 35 years of experience supplying comprehensive utility services to the District. The dedicated staff at RCES have over 4,700 combined years of experience working with the District's utility Facilities. RCES is also future-focused and works to continually improve service to the District and the District's utility customers.

Key focus areas for RCES are:

- ✓ Safety and Compliance
- ✓ Staff Development
- ✓ Maintaining Exceptional System Reliability
- ✓ Efficient Management
- ✓ Strategic Initiatives and Innovation

RCES welcomes the opportunity to discuss this submittal and collaborate with the Central Florida Tourism Oversight District. Should you have any questions or require additional information, please do not hesitate to contact me at Chris.E.Ferraro@Disney.com or 407-824-4121.

Sincerely,



Christine Ferraro
Director, RCES

Cc: Walt Disney World Resort – Legal Department, Attention: General Counsel
Fishback Dominick Law, Attention: Daniel W. Langley

Executive Summary

RCES is pleased to present this executive summary for comprehensive utility Operational Services for eight (8) District utilities including a Natural Gas System, Wastewater Treatment and Collection System, Potable Water System, Reclaimed Water System, Solid Waste Collection and Disposal, Electric Transmission and Distribution System, a Chilled Water System and Hot Water System.

The attached submittal contains information for the FY24 Annual Adjustment and is structured in five (5) sections:

I. RCES Operational Services Fee and Fee Cap

The Operational Services Fee is \$34,502,576. The Operational Services Fee Cap is \$35,502,576.

II. RCES Scope of Operational Services

This section provides a detailed scope of Operational Services for each utility, RCES teams that support multiple utilities, the RCES Utility Business Affairs team and financial services.

III. Expansion, Changes or Alterations Affecting the Operation and Maintenance of Facilities

In FY24, renovation of an existing District building in the South Service Area (SSA) will be complete creating a dedicated Food Waste Transfer Facility. This new facility will cause a change in Solid Waste Collection and Disposal operations and an increase in labor.

In this section, RCES provides the currently planned FY24 expense and capital investment program. Highlights of the proposed program include:

- \$1.8M investment in Capital Assets
- \$8.4M investment in Expense Projects and Allowances
- \$21.3M investment in Capital Bond-Funded Projects
- \$16.7M investment in Capital Projects Funded by Planned Work or Pre-Collected Funds

IV. Expansion, Changes or Alterations Affecting the Operation and Maintenance of Facilities

RCES forecasts \$3.5M in labor (incremental to the \$34.5M Operational Services Fee) to supply Design/Support Services for capital-funded projects. This forecasted labor of \$3.5M represents 9.1% of the overall FY24 capital project program with an approximate value of \$37.9M. This

percentage is lower than the usual market value for similar services and reflects the efforts of RCES to efficiently deliver high-quality capital projects that renew, replace and expand the District's utility Facilities.

V. RCES Labor Summary for Operational Services and Forecasted Design/Support Services

RCES forecasts almost 500,000 labor hours supporting District utility Operational and Design/Support Services at an average hourly labor rate of \$76.94. This rate represents a good value for the District and its customers and is below the typical market rate for comprehensive utility services supporting eight (8) unique utility systems.

RCES Operational Services Fee and Fee Cap

Per Section 7.1.3 of the Agreement, RCES offers the following to the District for the FY24 Annual Adjustment of Operational Services Fee and Operational Services Fee Cap. The following is the result of RCES’s annual planning process that develops a detailed labor forecast to support the District’s utility Facilities’ operations and administration, including comprehensive financial services and utility business affairs. RCES will continue to bill the District monthly for actual hours worked supporting District utility Facilities.

The Operational Services Fee for FY24 (the period beginning October 1, 2023 and ending September 30, 2024) is \$34,502,576. The Operational Services Fee Cap for FY24 is \$35,502,576.

The Operational Services Fee and Operational Services Fee Cap includes:

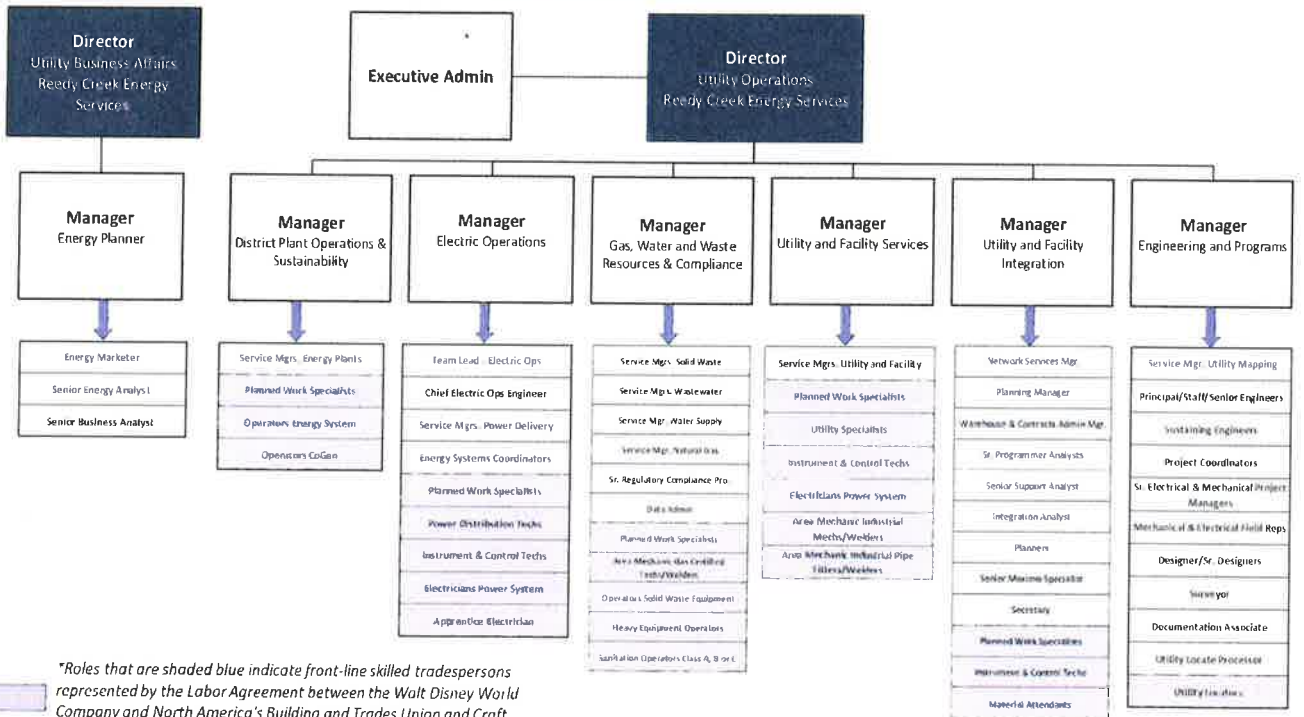
- ✓ RCES forecasted labor for routine Utility Operational Services and support of utility emergencies, including adverse weather events.
- ✓ RCES forecasted labor for Design/Support Services for Expense Funded Projects.

The \$1,778,326, or 5.4% increase, from FY23’s Operational Services Fee of \$32,724,250 is primarily driven by labor cost increases for annual salary adjustments and market-based salary adjustments for front-line tradespersons supporting the District’s Electric Utility system.

Table 1 and Figure 1 below provide expanded staffing details dollars aligned to the RCES Organization supporting District utility Facilities. Table 7, on page 39, provides an expansion of Table 1 with more detail on forecasted labor hours and dollars.

Table 1 RCES FY24 Proposed Labor Dollars									
	Utility Executive Office	Utility Business Affairs	District Plant Operations	Electric Operations	Gas, Waster and Waste Resources Compliance	Utility and Facility Services	Utility and Facility Integration	Engineering and Programs	Total
Forecasted Labor Dollar Breakout	\$'s	\$'s	\$'s	\$'s	\$'s	\$'s	\$'s	\$'s	\$'s
FY24 Agreement Operational Services Fee	\$ 411,173	\$ 1,086,684	\$ 4,097,880	\$ 7,969,832	\$ 9,228,388	\$ 5,590,730	\$ 3,080,393	\$ 3,037,496	\$ 34,502,576

**Figure 1
RCES Organization and Roles**



**Roles that are shaded blue indicate front-line skilled tradespersons represented by the Labor Agreement between the Walt Disney World Company and North America's Building and Trades Union and Craft Maintenance Council*

RCES Scope of Operational Services

In FY24, RCES will perform the services described in Sections 4, 5 and 6 of the Amended and Restated Labor Services Agreement (“Agreement”) between Central Florida Tourism Oversight District (“District”) and Reedy Creek Energy Services (“RCES”).

Per Section 7.1.3 of the Agreement, RCES offers the following narrative describing details of the proposed scope of Operational Services for FY24. The following sections describe the scope of Operational Services for each utility, for services that support multiple utilities and administrative services including financial services and utility business affairs.

UTILITY-SPECIFIC OPERATIONAL SERVICES

Natural Gas System

Facilities Description

The District Natural gas system is comprised of the following major Facilities:

- Three (3) gate stations
- Five (5) district stations
- Welded-steel and fiber-glass pipelines
- Pressure-reducing stations
- Cathodic protection systems

Regulatory Agencies

The District’s Natural Gas System is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- National Pipeline Safety Act of 1968, which the Public Services Commission (PSC) administers in Florida for the U.S. Department of Transportation (USDOT)

Operational Services Activities

RCES will perform the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Processing and completion of underground natural gas line locates (3,000+ annually)
- Perform rectifier readings, pipe-to-soil readings, and atmospheric coating inspections

- Perform gate station lockup testing, odorization readings and sampling
- Perform gas main, manhole, catch basin and vault leak surveys
- Perform above ground natural gas pipe crossing inspections
- Perform emergency, main, and service valve inspections and actuation
- Fabricate, commission, and perform drop testing of meter-regulator points-of-delivery

Staffing

The following are types of specialties that support the District’s Natural Gas Facilities:

Supervision – Service Manager
Planned Work Specialist
Area Mechanic Gas Certified Technician/Welder

Staff Qualifications

RCES Area Mechanic Gas Certified Technicians and Welders are highly qualified individuals that must meet strict Operator Qualifications (OQ) subject to annual inspection and verification by the Florida PSC.

Staff Schedule

RCES staffs the Natural Gas Facilities 7 days a week on first and second shift (days and evenings).

Wastewater Treatment and Collection System

Facilities Description

The District wastewater collection and treatment system is comprised of the following major Facilities:

- 20 million gallon per day (MGD) Advanced Treatment Water Resource Recovery Facility (WRRF)
- Rapid infiltration basins (RIBs)
- Lift stations
- Gravity sewer pipelines of various size and length including manholes
- Pressure sewer mains of various size and length

Regulatory Agencies

The District's Wastewater Treatment and Collection System is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Florida Department of Environmental Protection (FDEP)

In 2022, RCES acting on behalf of the District, renewed FDEP Operating permit (FLA108219) for a ten-year period.

Operational Services Activities

RCES will perform the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Administration of the Industrial Pre-treatment program (IPP) including sampling and inspection
- Operation and maintenance of the WRRF which includes monitoring individual treatment processes to ensure compliance with all regulations
- Complete regulatory compliance reporting associated with FDEP Permit FLA108219
- Maintain all Rapid Infiltration Basins (RIBs) located on an approximate 1,000-acre site
- Continuation of beneficial disposal of biosolids through the management of contracts for biosolids hauling and disposal via compost
- Management of the quality and quantity of reclaimed water supplied to the public access reuse system
- Respond to and mitigate all sanitary system disturbances and overflows
- Support inspections of gravity and forced main wastewater pipelines

- Ensure the proper operation of the District’s lift stations

Staffing

The following are types of specialties that support the District’s Wastewater Treatment and Collection Facilities:

Supervision – Service Manager
Planned Work Specialist
Operator Sanitation System Class A, B, C
Area Mechanic Industrial Mechanic/Certified Welder
Instrument and Control Technician
Electrician Power System
Power Distribution Technician
Area Mechanic Industrial Pipe Fitter/Certified Welder
Utility Specialist

Staff Qualifications

RCES Operator Sanitation System Classes A, B or C are wastewater operators licensed by the state of Florida. These highly qualified individuals must keep licensure subject to bi-annual renewal that requires continuing education in the wastewater field.

Staff Schedule

RCES staffs the WRRF 24 hours a day 7 days a week. RCES staffs other roles that support wastewater collection Facilities 7 days a week on first and second shift (days and evenings).

Potable Water System

Facilities Description

The District's Potable Water system is comprised of the following major Facilities:

- Eight (8) upper-Floridan aquifer wells
- Four (4) pump stations
- Distribution pipelines of various size and material and appurtenant devices
- Backflow preventors

Regulatory Agencies

The District's Potable Water System is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Environmental Protection Agency (EPA)
- Florida Department of Environmental Protection (FDEP)
- South Florida Water Management District (SFWMD)

SFWMD Permit # 48-00009-W is a 20-year Water Use Permit (WUP) issued to the District on June 14, 2007, authorizing the continued use of groundwater from the upper-Floridan aquifer.

Operational Services Activities

RCES will perform the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Operate, maintain, and monitor all District-owned Facilities including wells, pump stations, pipelines, backflow preventors and meters
- Administer the Cross-Connection Program
- Represent the District at all regional utility meetings in support of large scale, state-sponsored water resource initiatives such as the Central Florida Water Initiative (CFWI)
- Represent the District as part of the STOPR group (STOPR stands for St. Cloud, Toho Water Authority, Orange County, Polk County and Reedy Creek)
- Provide all regulatory-required reports to FDEP
- Plan for future alternative water supplies to meet projected growth
- Develop and update flow projections to ensure supply meets expected growth
- Manage the District's water use permit (WUP) including all required reporting to SFWMD and permit renewal activities

- Manage interlocal agreements with neighboring utilities for wholesale service
- Manage the territorial agreement with Orange County
- Valve inspections and actuation

Staffing

The following are types of specialties that support the District’s Potable Water Facilities:

Supervision – Service Manager
Planned Work Specialist
Operator Sanitation System Class A, B, C
Area Mechanic Industrial Mechanic/Certified Welder
Instrument and Control Technician
Electrician Power System
Area Mechanic Industrial Pipe Fitter/Certified Welder
Utility Specialist

Staff Qualifications

RCES Operators Sanitation System Classes A, B or C that work with the District’s potable water system are licensed by the state of Florida. These highly qualified individuals must keep licensure subject to bi-annual renewal that requires continuing education in the potable water distribution field.

Staff Schedule

RCES staffs the Potable Water System Facilities 24 hours a day, 7 days a week. RCES staffs other roles that support wastewater collection Facilities 7 days a week on first and second shift (days and evenings).

Reclaimed Water System

Facilities Description

The District's Reclaimed Water system is comprised of the following major Facilities:

- Three (3) 5-million-gallon reclaimed water storage tanks
- Eight (8) high service pumps
- Two (2) upper-Floridan supplemental supply wells
- Distribution pipelines of various size and material and appurtenant devices

Regulatory Agencies

The District's Reclaimed Water System is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Florida Department of Environmental Protection (FDEP)

The FDEP wastewater operating permit (FLA108219) regulates water quality parameters for the reclaimed water system.

Operational Services Activities

RCES will perform the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Operate, maintain, and monitor all District-owned Facilities including wells, storage tanks, high service pumps, pipelines, RIBs, and meters in the District-owned reclaimed water system
- Provide all regulatory-required reports to FDEP
- Manage interlocal agreements with neighboring utilities for wholesale service
- Manage the territorial agreement with Orange County Utilities
- Valve inspections and actuation

Staff Roles

The scope of services provided by RCES in supporting the operation and maintenance of the Reclaimed Water System is performed by a combination of the existing Wastewater and Potable Water staff.

- Wastewater staff members provide support for the storage tanks and high service pumps that support the public access reuse system. This team also manages the disposal of unused reclaimed water in the Rapid Infiltration Basin system (RIBS)

- Potable Water staff members provide support for the supplemental supply wells, the distribution system, and the metering infrastructure. Potable Water staff are also responsible for regulatory reporting

Staff Qualifications

RCES Operators Sanitation System (Classes A, B or C) that work with the District's reclaimed water system are licensed in their respective fields by the state of Florida. These highly qualified individuals must keep licensure subject to bi-annual renewal that requires continuing education in the water/wastewater field.

Staff Schedule

RCES staffs the Reclaimed Water Facilities 24 hours a day, 7 days a week. RCES staffs other roles that support wastewater collection Facilities 7 days a week on first and second shift (days and evenings).

Solid Waste and Recycling Collection and Disposal

Facilities Description

The District's Solid Waste Collection and Disposal Facilities are comprised of the following major assets:

- Solid waste vehicle fleet
- Solid waste containers of diverse types and sizes
- Solid waste transfer stations
- Recovered Materials Processing Facility (RMPPF)
- Food Waste Transfer Station (currently under renovation)

Regulatory Agencies

The District's system is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Florida Department of Environmental Protection (FDEP)
- Florida Department of Transportation

The District currently holds operating permits for the Solid Waste Transfer Station, the Food Waste Transfer Station, Waste Tire Collection, and the Yard Waste Facility.

Operational Services Activities

The Solid Waste utility collects and disposes of numerous waste streams including class I and class III waste, food waste, mixed recycling, manure, tires, yard waste, baled plastic film and cardboard.

RCES will perform the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Collect recyclables and solid waste at customer locations and deliver to the various transfer stations for transfer to trailers
- Manage the accumulation of inbound and outbound waste at the transfer stations including the loading of trailers for transport to disposal sites
- Ensure permit compliance for all FDEP permits
- Monitor and ensure that the maximum amount possible of recyclable material is beneficially reused
- Collect and QA/QC all data related to recyclable and solid waste quantities

- Manage work on behalf of the District through cost-effective and efficient contracts with vendors for:
 - Fleet and container maintenance
 - Class I and Class III transportation and disposal
 - Food waste, recycling, and manure transportation and disposal
 - Yard waste facility operation
 - Construction and demolition debris collection, transportation, and disposal

Staffing

The following are types of specialties that support the District’s Solid Waste and Recycling Facilities:

Supervision – Service Manager
Planned Work Specialist
Data Administrator
Heavy Equipment Operator
Operator Solid Waste Equipment
Utility Specialist

Staff Qualifications

All Heavy Equipment Operators and Operators Solid Waste Equipment must maintain FDOT Class A commercial licenses and are subject to the FDOT drug testing program.

Staff Schedule

RCES staffs the Solid Waste Collection and Disposal Facilities on first and second shift (days and evenings), 7 days a week.

Electric Transmission and Distribution System

Facilities Description

The District's Electric Utility is comprised of the following major assets:

- Twenty-eight (28) miles of 69,000-volt (69kV) transmission lines with fourteen miles of line overhead and 14 miles of underground lines
- Five (5) connections to the Florida electric grid
- Ten (10) 69 kV substations, nine are distribution stations and one station provides a connection to an on-site solar array
- The nine (9) distribution substations consist of sixteen (16) 69kV/12kV step-down transformers, 69kV SF6 high voltage breakers, 69kV capacitor banks for voltage control and 69kV air-break switches for isolation of outdoor substation bus work
- Approximately one hundred (100) 12kV circuit breakers that supply and protect the 12kV electric distribution system
- The 12kV distribution system is predominantly installed underground, with approximately 300 miles of cable
- The underground distribution cable is direct buried or run through mechanical facilities such as duct banks, manholes and splice boxes connecting the various distribution system components including 2,000 transformers, switchgear, unit substations and other equipment necessary for the transformation, protection, and control of electrical power
- District-owned unit substations often incorporate a combination of 480-volt secondary breakers with various current ratings and configurations to supply the power requirements of the connected electrical loads

Regulatory Agencies

The District's system is subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Florida Public Service Commission (FPSC)
- Florida Department of Environmental Protection (FDEP)
- Regional Transmission Organizations (RTOs) and Independent System Operators including the Southeastern Electric Reliability Council (SERC) and the Florida Reliability Coordinating Council (FRCC)

Operational Services Activities

RCES will perform the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Operate, maintain, and monitor all District-owned Facilities including substations, transformers, switches, 12kV cable system, and associated metering
- Perform periodic thermal and visual inspections of 69kV and 12kV electric assets including switches, transformers, and overhead lines
- Plan, schedule and execute planned outages to system upgrades and maintenance and Customer requests
- Represent the District at all regional utility meetings including Florida Municipal Electric Association (FMEA) and the Florida Reliability Coordinating Council (FRCC)
- Test and maintain all District-owned protective relays, including the parts of the system involved in the automatic Underfrequency Load Shedding (UFLS) scheme

Staffing

The following are types of specialties that support the District’s Electric Utility System:

Supervision – Service Manager
Supervision – Team Lead
Planned Work Specialist
Energy Systems Coordinator
Power Distribution Technician
Electrician Power System
Instrument and Control Tech
Apprentice

Staff Qualifications

Energy Systems Coordinators that staff the Energy Control Center have the option to be become North American Electric Reliability Corporation (NERC) Certified System Operators. This certification is subject to periodic renewal with continuing education requirements.

Staff Schedule

RCES staffs the Electric Utility Facilities 24 hours a day, 7 days a week.

Energy Plants

Electric Generation, Chilled and Hot Water Systems

Facilities Description

The District's Energy Plants are comprised of the following major assets:

- General Electric (GE) LM6000 cogeneration system capable of generating 53 MW
- Heat Recovery Steam Generator (HRSG) uses waste heat produced from power generation to generate hot water. The HRSG can also be used as a limited-use boiler
- 45,000 tons of chiller capacity installed at three (3) primary Central Energy Plants and two (2) satellite plants
- Thermal Energy Storage (TES) facility for chilled water with a 5-million-gallon capacity
- Two (2) hot water production systems with four (4) boilers at the North Service Area (NSA) Central Energy Plant (CEP) and the Epcot Central Energy Plant (ECEP)
- Plant pumping systems and tanks for chemical and fuel storage
- Hot and chilled water distribution piping and appurtenant equipment

Regulatory Agencies

The District's Energy Plants are subject to jurisdiction, guidance, reporting requirements and/or regulation by the following, as applicable:

- Environmental Protection Agency (EPA)
- Florida Department of Environmental Protection (DEP)
- Orange County Environmental Protection Division (EPD)

Operational Services Activities

RCES will perform the following list of representative activities to ensure the Facilities continue to perform efficiently and economically at the current operational standard:

- Validate the operation of plant equipment
- Perform sequencing of equipment to meet system conditions
- Perform routine water chemistry analysis and adjustment
- Document operational status, conditions, and work performed
- Perform preventative maintenance activities such as oil changes and greasing on chiller motors and pumps

Staffing

The Cogen, chilled and hot water system are operated by teams in the North Service Area (NSA) and at the Epcot Central Energy Plant (ECEP). The following are types of specialties that support the District's Energy Plant Facilities:

Supervision – Service Manager
Planned Work Specialist
Cogen Operators
Operator Energy Systems
Area Mechanic Industrial Mechanic/Certified Welder
Instrument and Control Technician
Electrician Power System
Power Distribution Technician
Area Mechanic Industrial Pipe Fitter/Certified Welder

Staff Qualifications

Cogen Operators and Operators Energy Systems must maintain a Universal EPA Certification (Type I, II and II).

Staff Schedule

RCES staffs the Energy Plant Facilities 24 hours a day, 7 days a week.

OPERATIONAL SERVICES SUPPORTING MULTIPLE UTILITIES

RCES Engineering and Programs

The RCES Engineering & Programs Division has three (3) distinct teams that provide engineering and project management expertise for the development and execution of a diverse capital improvement program, full lifecycle project management, support for operations and maintenance and upkeep of associated records.

I. Planning & Sustaining Engineering

- Supports day-to-day utility operations with engineering expertise on quality assurance (QA) and quality control (QC) activities, such as:
 - Reviewing and updating job plans for preventative maintenance (PM) work orders
 - Identifying opportunities for improving the efficiency and effectiveness of operations while maintaining regulatory compliance and customer satisfaction
 - Examining equipment or system challenges to discern root cause and recommend changes to mitigate the chance of recurrence
- Responds to Utility Permits (UPs) and Utility Services Requests (USRs) as necessary, including:
 - Determining conditions and improvements needed to provide utility service
 - Reviewing construction drawings for conformance with adopted standards and best practices
 - Developing, managing, and updating utility master plans and technical standards
 - Coordinating with regulatory agencies on permitting needs
- Develops the short and long-term capital improvement programs, including:
 - Collecting and analyzing data to evaluate system performance and maintain information on available capacities and required upgrades
 - Performing and managing system condition assessments and studies for determining capital improvement needs
 - Preparing annual capital improvement project (CIP) budget with preliminary project scopes, cost estimates, and priorities

II. Project Management & Delivery

- Prepares construction drawings and project specifications package for bidding, including:
 - Refining project scopes and cost estimates provided by the Planning & Sustaining Engineering team
 - Negotiating with and retaining outside professional services as necessary to prepare bid packages
 - Managing the design phase and coordination of projects
 - Ensure design packages received from outside professional services are following applicable codes and design standards
- Bids projects in accordance with guidance from District sourcing and procurement partners, including:
 - Hosting pre-bid meeting(s) and site visit(s)
 - Responding to requests for information (RFIs) and issuing addendum(s) as necessary
 - Coordinating execution of agreement or contract
- Provides construction management (CM), engineering, and inspection (CEI) services for District utility projects
- Provides field inspection of critical iterations/tasks on UPs, USRs, developer agreements, and various projects managed by others as necessary to protect the integrity of utility infrastructure

III. Utility Mapping

- Updates and maintains the geographic information system (GIS) as well as mission critical maps and diagrams (e.g., electrical one-line diagrams, mechanical piping, and instrumentation diagrams, etc.) as necessary
- Maintaining over fifty (50) years of records on projects (as-built drawings, USRs, etc.)
- Drafting legal descriptions for wetlands, leases, property encumbrances, etc. related to District utility Facilities
- Field locates for existing underground District utility infrastructure as necessary to protect assets from damage during construction activities
 - Daily coordination with Sunshine 811 to receive and respond to utility locate tickets
- Coordinates the review of underground utility work proposed by others to identify potential conflicts with and/or risks to existing utility infrastructure

Staffing:

The following are types of specialties that support the RCES Engineering and Programs team:

Supervision – Service Manager
Civil, Controls, Electrical or Mechanical Engineer
Electrical or Mechanical Project Manager
Project Coordinator
Mechanical or Electrical Field Rep.
Designer or Senior Designer
Surveyor
Documentation Associate
Utility Locate Processor
Utility Locator

Applicable Codes:

- American National Standards Institute (ANSI)
- Epcot Building Code
- Florida Building Code
- Florida Administrative Code (FAC)
- National Electrical Code (NEC)
- National Electric Safety Code (NESC)
- National Fire Protection Association (NFPA)
- Occupational Safety and Health Administration (OSHA)
- Safety of Gas Transportation by Pipeline (Florida Administrative Code Chapter 25-12)
- Standard for Welding Pipelines and Related Facilities (American Petroleum Institute (API) 1104)
- Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards, current edition (49 Code of Federal Regulation (CFR) Part 192)
- Underground Facility Damage Prevention and Safety Act (Florida Statute Chapter 556)
- United States Pipeline and Hazardous Materials Safety Administration (PHMSA)

Key Partners:

- Central Florida Water Initiative (CFWI)
 - Florida STOPR+2
- Florida Department of Environmental Protection (FDEP)
- Duke Energy Florida
- Federal Energy Regulatory Commission (FERC)
- Florida Department of Transportation (FDOT)
- Florida Gas Transmission (FGT)
- Florida Reliability Coordinating Council (FRCC)
- North American Electric Reliability Corporation (NERC)
- Orange County Utilities
- Southeastern Reliability Corporation (SERC)
- Smart City Telecom
- South Florida Water Management District (SFWMD)
- Sunshine 811
- Tampa Electric Company
- People's Gas
- Toho Water Authority
- Walt Disney Parks and Resorts (WPDR) U.S.

Utility and Facility Integration Division

I. Enterprise Asset Management Team

- Supports a comprehensive software solution (IBM's Maximo system) designed to facilitate the effective management of utility assets throughout their lifecycle. It encompasses various processes and functionalities to optimize asset performance, maintenance activities, and change management. The team can be described as follows:
 - Asset Recording and Tracking
 - Asset Identification and Classification: Establishes a standardized asset identification and classification to accurately record and categorize utility assets.
 - Preventative Maintenance: Develop and implement preventative maintenance to proactively address asset maintenance needs. This includes defining maintenance schedules, tasks, and frequencies to ensure assets are serviced and inspected regularly.
 - Corrective Maintenance: Establish processes to address unplanned maintenance needs. This includes tracking requests, prioritizing work based on asset criticality and impact on operations.
 - Work Order Management: Efficiently manage work related to asset maintenance, from creation and assignment to tracking progress and completion. This involves documenting work order details, allocating resources, monitoring timelines, and capturing relevant data for reporting.
 - Change Management Process: Establish a structured process to handle requests for modifications or updates to utility assets. This involves documenting and evaluating change requests, assessing their impact on asset performance and operational efficiency, and obtaining necessary approvals.

II. IT & Network Services:

- Focuses on providing comprehensive support for RCES IT needs, as well as managing the mechanical and electrical control systems' teams. The team can be described as follows:
 - Support for IT Needs: Provide assistance for all IT-related requirements within RCES. This includes troubleshooting hardware and software issues, network connectivity, team upgrades, and ensuring the smooth operation of network infrastructure.
 - Mechanical & Electrical Control Team: Manage the mechanical & electrical control systems, which includes overseeing the operation, maintenance, and

troubleshooting of mechanical control equipment. This involves monitoring and controlling various mechanical processes, such as compressors, pumps, valves, and other equipment for the Energy Plants, as well as electrical processes, such as power distribution, control centers, transformers, and electrical panels.

- **Cybersecurity:** Establish robust cybersecurity measures to protect District IT infrastructure, teams, and data from unauthorized access, cyber threats, and data breaches. This involves implementing firewalls, encryption, access controls, and security audits to ensure the integrity and availability of critical assets.
- **Obsolescence Programs:** Develop and implement programs to address obsolescence of controls and software. This includes regularly assessing the condition and functionality of equipment, identifying obsolete components, and planning and executing replacements.

III. Warehouse Operations

- The Warehouse Operations team aims to optimize inventory management, streamline order fulfillment processes, ensure accurate inventory records, and maintain a well-organized and efficient warehouse environment.
 - **Receiving:**
 - **Receipt of Goods:** Receive incoming shipments and verify the accuracy of the items
 - **Inspection and Quality Control:** Inspect received goods for damage, quantity discrepancies, or quality issues
 - **Documentation and Recording:** Record receipt details, including item descriptions, quantities, lot numbers, and other relevant information in Enterprise Asset Management system
 - **Inventory Management:**
 - **Stock Control:** Monitor inventory levels, including stock quantities, locations, and movements
 - **Inventory Accuracy:** Conduct regular physical inventory counts to reconcile actual inventory with recorded quantities, identifying and resolving discrepancies
 - **Warehouse Management:**

- Warehouse Design: Optimize the layout and design of the warehouse facilities to maximize storage capacity, streamline material flow, and minimize travel distances

IV. Procurement

- **The Procurement and Contracting team** encompass the processes and procedures involved in acquiring necessary equipment, materials, and supplies for the District. It also includes the administration of contracts, ensuring compliance with operational constraints, and optimizing cost-effective procurement practices.
 - Procurement Process:
 - Requisition Preparation: Review and approve requisitions for necessary items, ensuring accuracy, completeness, and adherence to procurement policies and guidelines
 - Supplier Identification: Identify potential suppliers through research, market analysis, and leveraging existing vendor relationships
 - Purchase Order Creation: Prepare purchase orders to the selected supplier, specifying quantities, delivery dates, payment terms, and other relevant details
 - Order Tracking: Monitor the progress of orders, ensuring timely delivery and resolving issues
 - Contract Administration:
 - Scope of Work: Define the scope of work for contracted services
 - Operational Constraints: Consider operational constraints and requirements when preparing and reviewing contracts
 - Business Continuity Planning (BCP):
 - Identifying critical processes and resources that must be maintained during disruptions
 - Developing comprehensive plans and protocols to mitigate risks and minimize potential impacts
 - Conducting regular risk assessments and business impact analyses to identify vulnerabilities and develop appropriate strategies
 - Reviewing and updating the plans regularly to reflect changes in the District's operations and evolving risks

- **Metrics:**
 - Identifying relevant performance indicators and metrics that align with District objectives
 - Establishing benchmarks or targets for each metric to measure performance and progress
- **Physical Security Process:**
 - Work with the District in conducting comprehensive security assessments to identify vulnerabilities and threats
 - Establishing access control measures, including surveillance, alarms, and secure entry points
 - Implementing security training and awareness programs to promote a culture of vigilance
 - Establishing incident response plans to address security breaches or emergencies effectively
- **Training:**
 - Monitoring and updating programs based on job requirements, industry standards, or regulatory compliance
 - Identifying opportunities for continuous learning and professional development

Staffing:

The following are types of specialties that support the RCES Utility and Facility Integration team:

Supervision – Service Manager
Planned Work Specialist
Maximo Specialist
Network Support Analyst
SCADA Analyst
Instrument and Control Technician
Planner
Material Attendant

Utility Business Affairs (UBA) Services

Electric Resource Planning

Objectives

On behalf of the District, RCES UBA plans for the current and future District electric loads. This RCES UBA responsibility is described in District Board resolutions numbers 613 and 615*. The primary objectives of the District's electric resource plan include, but are not limited to, the following:

- Develop least-cost reliable electric supply portfolio
- Develop the long-term load forecast utilizing customer Utility Service Requests (USRs), historical loads, and off system sales commitments, if applicable
- Meet regulatory Reserve Margin requirements
- Monitor hourly, daily, and monthly District electric load to optimize the supply portfolio and minimize risk to the operating plan
- Monitor District generation assets, contracts, and utilize economy purchases where practical to minimize cost and risk
- Investigate future power supply alternatives consistent with needs and cost parameters
- When feasible, mitigate the District's carbon footprint with cost effective Renewable Energy opportunities
- Maintain flexibility in the evolving Florida energy supply market
- Utilize Financial Risk Management tools to manage exposure
- Utilize the District's Energy Risk Management Policy (ERMP) to reduce the impact of market price volatility

Key Deliverables and Outcomes

- Stable long-term cost of electric supply for the District
- Maintain reliable electric supply
- Maintain operational and regulatory compliance
- Deliver annual electric supply portfolio at or under the annual budget used for rate setting

- Stabilize the purchase power component of the District's electric Retail Rates for the Districts customers
- Provide Supply Contract flexibility
- Fuel diversification, including renewable resources that reduce the District's carbon footprint

*Appendix A contains a summary of District Board Resolutions applicable to RCES Utility Business Affairs activities.

Natural Gas Resource Planning

Objectives

On behalf of the District, RCES UBA plans for the current and future Natural Gas supply requirements. This RCES UBA responsibility is described in District Board resolution number 614. The primary objectives of the District's natural gas resource plan include, but are not limited to, the following:

- Maintain least-cost reliable natural gas supply
- Develop the long-term load forecast based on current Utility Service Requests (USRs), historical loads, weather parameters, and current contracts requirements and limitations
- Monitor natural gas pipeline contracts where practical to minimize gas supply delivery risk
- Utilize the District's Energy Risk Management Policy (ERMP) to reduce the impact of market price volatility
- Utilize innovative financial techniques / instruments to minimize budget and rate risk - Prepay Gas Agreements with thirty (30) year terms with daily discounts to the NYMEX

Key Deliverables and Outcomes

- Stable long-term cost of natural gas supply for the District
- Maintain reliable commodity supply to minimize Pipeline Alert Day Issues
- Maintain operational and regulatory compliance
- Deliver annual gas supply portfolio at or under the annual budget used for rate setting
- Stabilize the natural gas component of retail rates to the District's customers
- Provide supply contract flexibility
- Evaluate renewable energy sources, such as renewable natural gas, which reduce the District's carbon footprint

*Appendix A contains a summary of District Board Resolutions applicable to RCES Utility Business Affairs activities

Risk Management – Energy Risk Management Policy (ERMP)

Objectives

On behalf of the District, RCES UBA administers the Energy Risk Management Policy. This RCES UBA responsibility is described in District Board resolution number 592*. District's ERMP program allows the District through the Energy Risk Management Oversight Committee (ERMOC) to enter into financial hedging instruments and agreements with financial counterparties for the purpose of managing price volatility of the natural gas commodity supply both for the natural gas system Local Distribution Company (LDC) and the natural gas components of the electric supply portfolio. The primary objectives of the District's ERMP include, but are not limited to, the following:

- Hedge portfolio up to 80% of anticipated volumes
- Mitigate price risk / exposure
- Diversified hedge instruments (swaps, collars, calls)
- Periodic mark-to-market reporting
- Satisfy GASB 53 Accounting and Reporting for Derivative Instruments reporting standards

Key Deliverables and Outcomes

- Lower net natural gas prices for the District and its customers
- Positive hedge settlements; lowering the District's overall cost of Natural Gas

*Appendix A contains a summary of District Board Resolutions applicable to RCES Utility Business Affairs activities

Industry and Regulatory Representation

The District's Electric System is subject to limited jurisdiction by both federal and State regulatory bodies. The rates for wholesale electric purchases and natural gas for transportation and resale is subject to the regulations of the Federal Energy Regulatory Commission (the FERC). At the federal level, the FERC has limited regulatory jurisdiction regarding certain matters pertaining to inter-utility operations, contracts, and reporting requirements.

The District's Natural Gas System is subject to limited jurisdiction by both federal and State regulatory bodies. The Gas System is subject to the National Pipeline Safety Act of 1968, which the PSC administers in Florida for the U.S. Department of Transportation and the District is required to file certain information with FERC.

RCES intervenes in federal rate cases on the District's behalf seeking to protect the District's interest in the areas of wholesale electric pricing, transmission pricing, gas pipeline transportation rates, and pipeline safety regulations. RCES also represents the District on several statewide and Federal organizations. A summary of the key utility-oriented organizations include:

- Florida Reliability Coordinating Council (FRCC)
- Florida Public Service Commission (FPSC)
- Florida Coordinating Group (FCG)
- Florida Municipal Natural Gas Association (FMNGA) – Municipals & Cooperatives
- Florida Natural Gas Association (FNGA) – IOU's
- American Public Gas Association (APGA)

Staffing:

The following are types of specialties that support the RCES Utility Business Affairs team:

Supervision – Manager Energy Planner
Energy Marketer
Senior Energy Analyst
Senior Business Analyst

Financial Services

The finance team provides comprehensive planning and analytical support for the District's utility operations. This includes developing individual (by utility) and consolidated (fund level) annual and long-term strategic plans, forecasts, and annual budgets for approval by the Board of the District, and among other things, rate setting recommendations. The team also provides financial perspectives supporting operational decisions, incorporating the impacts into forecasts and plans.

Additional financial services provide by the finance team include:

- Capital planning support including administration of the capital process (project setup, tracking, etc.), forecasting and planning of capital requirements and recommendations about the sourcing and timing of associated borrowing.
- Customer interactions, include, but are not limited to, billing utility customers on behalf of the District for Contribution In-Aid of Construction (CIAC) and project-related reimbursements and identification and communication with customers on overdue accounts (not a regular occurrence).
- Monthly activities include, but are not limited to, revenue forecasting, cost analysis, purchase power and fuel (PP&F) invoice processing, capital project cost tracking and forecasting, the tracking of the under/over collection of the utilities' fuel costs, and management of renewable energy credits (RECS).
- Annual activities include, but are not limited to, support for the major assessments including the District's financial audit, bond rating agency evaluations, and governmental and bond holder reporting requirements. The RCES Finance team contributes to the labor services agreement scope between the District and RCES to effectively define the anticipated fees for the upcoming fiscal year.
- Ad hoc requests include, but are not limited to, review of the RCES Utility Business Affairs team's energy supply strategies, natural gas hedging, and the utility operational and contractual changes.

Expansion, Changes or Alterations Affecting the Operation and Maintenance of Facilities

RCES offers the following narrative discussing proposed expansions, changes or alterations affecting the operation and maintenance of utility Facilities.

In FY24, renovation and conversion of an existing District building to a Food Waste Transfer Facility in the South Service Area (SSA) on the Water Resource Recovery Facility (WRRF) campus will cause an operational change in the handling of food waste. This project creates a dedicated Food Waste Transfer Facility and requires added labor to load food waste brought to this facility into trailers for processing at a nearby composting facility. This project is required due to the closure of Harvest Power Orlando (HPO), LLC in June 2020. Prior to closure, HPO operated on the WRRF campus and disposed of food waste and biosolids in a waste-to-energy facility. The contract for renovation of the Food Waste Transfer Facility was approved by the District Board for construction costs of approx. \$1.01M with a 10% contingency and the associated RCES Design/Support Services.

For District visibility, RCES is supplying the currently planned FY24 investment program that represents changes or alterations to District utility Facilities or assets that do not cause substantive changes to operations and maintenance. These investments will be included in the overall FY24 utility budget proposal. While these investments are currently planned for FY24, they are subject to change based on several factors such as system priorities, risk, resources, supply chain constraints and funding availability (within the current year's utility rates or pre-collected funds). If program changes are needed, RCES will prioritize investments using prudent utility practices.

Tables 2 and 3 below provide details of proposed capital asset purchases and expense-funded projects. RCES labor to procure and commission capital assets and provide Design/Support Services for expense-funded projects is included in the FY24 proposed Operational Services Fee.

- ✓ RCES proposes an approximate \$1.8M investment in capital assets for replacement of existing District utility fleet vehicles, solid waste/recycling containers and heavy equipment. Details of the proposed capital asset replacements are found in Table 2.

RCES proposes a total of approximately \$8.3M in expense-funded projects and allowances.

- RCES proposes an approximate \$5.1M investment in specific expense-funded projects supporting significant maintenance activities, repairs, and standalone projects. Expense projects may be funded by Planned Work – Expense or Pre-Collected Funds*.
- RCES also proposes an approximate \$3.25M in expense dollar allowances with \$.75M held in Planned Work - Expense and \$2.5M held in Pre-Collected Funds. These allowances may be used for high priority unplanned projects or emergent utility Facilities' repairs or replacements.

Details of the proposed expense-funded projects and allowances are found in Table 3.

TABLE 2				
Proposed FY24 Investment in Capital Assets				
Utility	Funding Source	Investment Type	Investment Description	FY24 Cash Flow
Multiple	Planned Work	Annual Allowance	Vehicle & Equipment Allowance	\$ 600,000
SW	Planned Work	Annual Allowance	Replacement: 30-Yard Compactors	\$ 135,000
SW	Planned Work	Annual Allowance	Replacement: 30-Yard Containers, Enclosed (Non-Powered)	\$ 50,000
SW	Planned Work	Annual Allowance	Replacement: Vertical Cardboard Balers	\$ 50,000
WW	Planned Work	Non-recurring Item	Centralized Maintenance - Forklift	\$ 125,000
SW	Planned Work	Non-recurring Item	SW Bale Truck - Princeton PiggyBack Forklift	\$ 90,978
SW	Planned Work	Non-recurring Item	SW RMPF - Diesel Forklift	\$ 56,054
SW	Planned Work	Non-recurring Item	RC-112 Replacement - SW Front Loader	\$ 350,000
SW	Planned Work	Non-recurring Item	RC-145 Replacement - SW Front Loader	\$ 350,000
FY24 Forecasted Investment in Capital Assets				\$ 1,807,032

TABLE 3				
Proposed FY24 Investment in Expense Projects				
Utility	Funding Source	Investment Type	Investment Description	FY24 Cash Flow
EL	Planned Work	Annual Program	69kV Substation Structures Protective Coating Program	\$ 300,000
Multiple	Planned Work	Annual Program	Network Services Allowance PTO and Vendor Support	\$ 40,000
CW	Planned Work	Recurring on 15 yr. cadence	SNCEP Chiller #3 - Scheduled Overhaul	\$ 550,000
CW	Planned Work	Recurring on 15 yr. cadence	MK CEP Chiller #7 - Scheduled Overhaul	\$ 400,000
CHW	Planned Work	Standalone Project	ECEP Capital Needs Assessment & Program Development	\$ 250,000
CHW	Planned Work	Standalone Project	MK CEP - Capital Needs Assessment & Program Development	\$ 250,000
WW	Planned Work	Standalone Project	WRRF - UV Protection for Chlorine Contact Chamber	\$ 200,000
CW	Planned Work	Standalone Project	Epcot Chilled Water Distribution Piping Protection - Phase 2	\$ 120,000
HW	Pre-Collected	Standalone Project	NSA HTHW Pipe Grouting / Abandonment	\$ 1,000,000
EL	Pre-Collected	Standalone Project	CoGen - Decommissioning	\$ 1,000,000
EL	Pre-Collected	Standalone Project	Decommission / Demo / Remove Epcot Generators	\$ 700,000
WW	Pre-Collected	Standalone Project	RIBs #73 - #85 Decommissioning	\$ 300,000
Subtotal Expense Projects				\$ 5,110,000
Multiple	Planned Work	Annual Allowance	Emergency Allowance - Expense	\$ 750,000
Multiple	Pre-Collected	Annual Allowance	Emergency Allowance - Expense	\$ 2,500,000
Subtotal Expense Allowances				\$ 3,250,000
Total FY24 Forecasted Investment in Expense Projects				\$ 8,360,000

***Definitions**

Planned Work - Expense: Expense funds planned and recovered in the current year's utility rates.

Pre-Collected Funds: Unrestricted funds collected through utility rates in a prior year.

Tables 4 and Table 5 below provide details of capital projects and allowances funded by Utility Revenue Bonds and Planned Work-Capital**.

- ✓ RCES Design/Support Services labor for bond-funded projects is not included in the FY24 proposed Operational Services Fee.
- ✓ RCES Design/Support Services labor for capital-funded projects and allowances is also not included in the FY24 proposed Operational Services Fee.

RCES proposes approximately \$21.3M in capital projects for renewal or replacement of District utility assets funded by current or proposed future issuances of utility revenue bonds. Details of the proposed bond-funded projects are found below in Table 4.

TABLE 4 Proposed FY24 Bond-Funded Investments			
Utility	Bond Issuance	Investment Description	FY24 Cash Flow
WW	18-1	WW Collection System - Inspection & Condition Assessment	\$ 150,000
SW	21-1	Food Waste Transfer Station (Renovation)	\$ 650,000
WW	21-1	Lift Station #7 (MK Master) - Rehabilitation & Upgrade (Design)	\$ 100,000
EL	21-1	Live Front to Dead Front Switch Replacements - Phase 2	\$ 80,000
EL	21-1	Live Front to Dead Front Switch Replacements - Phase 3	\$ 2,000,000
EL	21-1	HPL Switch Replacement Program - Phase 1	\$ 300,000
PW	21-1	Potable Water Well Rehabilitation Program - Phase 2 (Well #10 & #16)	\$ 500,000
CW	21-2	ECEP Chiller Plant Rehabilitation- Phase 2 (Chiller #1 & #2 Replacement)	\$ 3,161,000
HW	21-2	Epcot LTHW Distribution System Renewal - Phase 1 (MVP-1 to MVP-2)	\$ 5,500,000
CW	21-2	NSA CW Program - Project 3 - CHOT Booster Pump Replacement (Design)	\$ 500,000
CW	21-2	ECEP - Cooling Tower Basin Improvements	\$ 120,000
CW	21-2	SNCEP - MCC A&B Replacement	\$ 200,000
HW	21-2	ECEP - Boiler #1 (1981) - Replacement	\$ 3,000,000
WW	Proposed FY24 Issuance	WRRF - Dewatering Facility Replacement (Construction)	\$ 5,000,000
Multiple	21-2	WDN Ph3 Utility Relocations	\$s TBD
FY24 Forecasted Investment in Capital Bond-Funded Projects			\$ 21,261,000

****Definition**

Planned Work - Capital: Capital funds planned and recovered in the current year's utility rates.

RCES proposes a total of approximately \$16.7M in capital projects and allowances funded by Planned Work – Capital or Pre-Collected funds related to the release of debt reserve funds.

- ✓ RCES proposes an approximate \$13.8M investment in specific capital-funded projects supporting significant replacement or renewal of District utility Facilities.
- ✓ RCES also proposes approximately \$2.9M in capital dollar allowances held in Planned Work – Capital. These allowances may be used for infrastructure to connect new District utility customers, unplanned capital assets or projects and upgrades to District utility buildings.

Details of the proposed capital-funded projects and allowances are found in Table 5.

**TABLE 5
Proposed FY24 Investment in Capital Projects**

Utility	Funding Source	Investment Type	Investment Description	FY24 Cash Flow
Multiple	Planned Work	Annual Program	Advanced Metering Infrastructure - Phase I	\$ 500,000
WW	Planned Work	Annual Program	Rapid Infiltration Basin (RIB) Reconditioning Program	\$ 430,000
EL	Planned Work	Annual Program	480V Breaker Refurbishment Program - Electric	\$ 200,000
Multiple	Planned Work	Annual Program	Cisco Switch Upgrade/Replacement Program	\$ 200,000
EL	Planned Work	Annual Program	DART RTU Replacement Program	\$ 200,000
NG	Planned Work	Annual Program	Natural Gas Valve Replacement Program	\$ 200,000
EL	Planned Work	Annual Program	Pad Mount Transformer Replacement Program	\$ 200,000
EL	Planned Work	Annual Program	Unit Substation RTU Replacement Program	\$ 175,000
PW	Planned Work	Annual Program	Potable Water Valve Replacement Program	\$ 140,000
CW	Planned Work	Annual Program	480V Breaker Refurbishment Program - Chilled Water	\$ 115,000
WW	Planned Work	Annual Program	480V Breaker Refurbishment Program - Waste Water	\$ 115,000
PW	Planned Work	Annual Program	Potable Water Backflow Prevention Device Replacement Program	\$ 100,000
RW	Planned Work	Annual Program	Reclaimed Water Valve Replacement Program	\$ 100,000
EL	Planned Work	Annual Program	5kV Breaker Refurbishment Program	\$ 75,000
PW	Planned Work	Annual Program	480V Breaker Refurbishment Program - Potable Water	\$ 70,000
RW	Planned Work	Annual Program	480V Breaker Refurbishment Program - Reclaimed Water	\$ 70,000
HW	Planned Work	Annual Program	480V Breaker Refurbishment Program - Hot Water	\$ 35,000
Multiple	Planned Work	Standalone Project	Camera Additions & OA Network Storage Upgrades	\$ 1,044,000
WW	Planned Work	Standalone Project	WRRF - Anoxic Lift Pump #1 & 3 Replacement	\$ 800,000
WW	Planned Work	Standalone Project	BNR Train #4 Influent/Effluent Sluice Gate Replacements	\$ 750,000
PW	Planned Work	Standalone Project	Potable Water Pump Station PLC Upgrades - Phase 1 (A&C)	\$ 600,000
SW	Planned Work	Standalone Project	SWTS - Tipping Floor Resurfacing	\$ 500,000
SW	Planned Work	Standalone Project	Replace Gravity Sewer at Hazard Waste Transfer Station	\$ 500,000
WW	Planned Work	Standalone Project	SSA Operations Building Control Room HVAC RTU Replacement	\$ 400,000
Multiple	Planned Work	Standalone Project	Fire Alarm Control Panel Replacements	\$ 300,000
HW	Planned Work	Standalone Project	ECEP Boiler #1 (1981) - Replacement (Design)	\$ 200,000
EL	Planned Work	Standalone Project	Substation Radiator Replacements - Phase 2	\$ 200,000
WW	Planned Work	Standalone Project	WRRF - Effluent Transfer Pump #2 Replacement (Vertical Turbine)	\$ 175,000
EL	Planned Work	Standalone Project	Electrical SCADA Master Station Upgrade	\$ 150,000
EL	Planned Work	Standalone Project	Epcot 5kV Relay Upgrade & Air Compressor #3 Relocation Project	\$ 100,000
Multiple	Planned Work	Standalone Project	Warehouse Restoration & Optimization – Phase 2 (ECEP & SSA)	\$ 50,000
NG	Planned Work	Standalone Project	Natural Gas - Admin Laundry Meter Regulator Set Replacement & Line Stops	\$ 30,000
PW	Planned Work	Standalone Project	Potable Water - Flow Meter Replacements at Wells (2 wells per year)	\$ 25,000
NG	Planned Work	Standalone Project	Natural Gas - Aerial Crossing - Park 3 Canal - Convert to Underground via HDD	\$ 20,000
WW	Pre-Collected*	Standalone Project	Lift Station #7 (MK Master) - Rehabilitation & Upgrade	\$ 5,000,000
Subtotal Capital Projects				\$ 13,769,000
Multiple	Planned Work	Annual Allowance	New Service Allowance - Capital Projects	\$ 750,000
Multiple	Planned Work	Annual Allowance	Unplanned Allowance Capital Assets	\$ 500,000
Multiple	Planned Work	Annual Allowance	New Service Allowance Capital Assets	\$ 250,000
Multiple	Planned Work	Annual Allowance	Emergency Allowance - Capital	\$ 900,000
Multiple	Planned Work	Annual Allowance	Buildings Allowance	\$ 500,000
Subtotal Capital Allowances				\$ 2,900,000
Total FY24 Forecasted Capital Investment				\$ 16,669,000

* Projected funded proposed from pre-collected, released debt reserves

Estimated Design/Support Services Fee for Bond-Funded and Capital-Funded Projects

In FY24, RCES forecasts \$3.45M (details in Table 6) in labor to provide Design/Support Services as described in Section 7.1.2 of the Agreement for capital projects funded by Utility Revenue Bonds, Planned Work - Capital or Pre-Collected funds. This labor is included in the project estimates described in Tables 4 and 5 and is 9.1% of the overall FY24 capital project program with an approximate value of \$37.9M.

- ✓ Approx. \$1.64M in forecasted RCES Labor supporting capital projects funded by Planned Work-Capital of Pre-Collected Funds
- ✓ Approx. \$1.82M in forecasted RCES Labor supporting capital projects funded by Utility Revenue Bonds
- ✓ RCES Design/Support Services labor dollars to support the District roadway project, World Drive North (WDN) Phase III, are not included in the estimates above or the FY24 Operational Services Fee. RCES labor costs for WDN Phase III were previously approved by the District Board.

RCES forecasted labor dollars for FY24 Design/Support Services are incremental to the FY24 Operations Services Fee of \$34,502,576.

Note: RCES’s project design and construction model uses internal labor for project planning, design oversight, project management activities and inspections. RCES also engages external Consultants and Contractors for detailed design and engineering support for bidding, construction, project closeout services, and other appurtenant tasks needed for project delivery. RCES will coordinate with District procurement personnel for contracting with the required Consultants and Contractors.

TABLE 6		
FY24 Forecasted RCES Labor for Design/Support Services Fees - Capital Projects		
Capital Funding Source	Estimated Investment	
Utility Revenue Bonds (Table 4)	\$	21,261,000
Planned Work and Pre-Collected Funds (Table 5)	\$	16,669,000
FY 24 Forecasted Capital Project Investment	\$	37,930,000
Forecasted RCES Design Support Services by Capital Funding Source	Forecasted Labor \$s	% of Labor to Investment \$s
Utility Revenue Bonds	\$ 1,817,108	8.5%
Planned Work and Pre-Collected Funds	\$ 1,637,462	9.8%
FY24 Forecasted RCES Design/Support Services Labor for Capital-Funded Projects	\$ 3,454,570	9.1%

RCES Labor Summary for Operational Services and Estimated Design/Support Services

Table 7 below provides a summarized view of RCES staffing including labor hours and dollars aligned by RCES Division supporting Operational Services and the cost of RCES staffing for Design/Support Services for capital projects.

Table 7 Summarized RCES FY24 Proposed Labor Hours and Dollars																		
	Utility Executive Office		Utility Business Affairs		District Plant Operations		Electric Operations		Gas, Waster and Waste Resources Compliance		Utility and Facility Services		Utility and Facility Integration		Engineering and Programs		Total	
Forecasted Labor Dollar Breakout	\$'s		\$'s		\$'s		\$'s		\$'s		\$'s		\$'s		\$'s		\$'s	
FY24 Agreement Operational Services Fee	\$	411,173	\$	1,086,684	\$	4,097,880	\$	7,969,832	\$	9,228,388	\$	5,590,730	\$	3,080,393	\$	3,037,496	\$	34,502,576
Design/Support Services	\$'s		\$'s		\$'s		\$'s		\$'s		\$'s		\$'s		\$'s		\$'s	
Planned Work-Capital and Pre-Collected Capital Funded Projects	\$	-	\$	-	\$	-	\$	112,864	\$	287,022	\$	-	\$	134,934	\$	1,102,642	\$	1,637,462
Capital Bond-Funded Projects	\$	-	\$	-	\$	-	\$	356,953	\$	148,441	\$	-	\$	-	\$	1,311,714	\$	1,817,108
Forecasted Design/Support Services Labor \$s	\$	-	\$	-	\$	-	\$	469,817	\$	435,463	\$	-	\$	134,934	\$	2,414,356	\$	3,454,570
Total District Support Labor \$s	\$	411,173	\$	1,086,684	\$	4,097,880	\$	8,439,649	\$	9,663,851	\$	5,590,730	\$	3,215,327	\$	5,451,852	\$	37,957,146
District Support Hours by Role Type	FTEs	Hrs.	FTEs	Hrs.	FTEs	Hrs.	FTEs	Hrs.	FTEs	Hrs.	FTEs	Hrs.	FTEs	Hrs.	FTEs	Hrs.	FTEs	Hrs.
Salaried Professionals	3,552	3,552	5	8,844	3	5,062	14	25,783	7	13,263	3	6,245	11	21,432	25	47,505	70	131,685
Front-Line Skilled Tradespersons*	-	-	-	-	27	49,996	38	71,006	73	138,431	38	71,500	9	16,619	3	5,397	187	352,949
Administrative Support	-	-	-	-	-	-	-	-	1	1,658	-	-	2	3,552	2	3,519	5	8,729
Total District Support FTEs and Hrs.	2	3,552	5	8,844	29	55,057	51	96,789	81	153,353	41	77,744	22	41,603	30	56,421	262	493,363

Highlights of the RCES FY24 Proposal for Operational Services and Design/Support Services:

- ✓ The RCES forecasted labor to support District utility Facilities stands for 262 FTEs and 493,363 hrs. This includes all labor to supply the proposed FY24 Scope of Operational Services and Design/Support Services associated capital projects funded by Planned Work-Capital, Pre-Collected Funds, or Utility Revenue Bonds.
- ✓ 72%, or 352,949 hrs., of the FY24 proposed labor hours represent work performed by hands-on, front-line, skilled tradespersons.
- ✓ The FY24 RCES average labor rate is \$76.94 for all hours supporting Operational Services and Design/Support Services.

APPENDIX A

The District has several resolutions facilitating the operations of their utility systems. There are four main Board Resolutions numbers 613, 614, 615 and 592 related to the electric and natural gas business. These resolutions enable RCES to act on behalf of the District to plan and manage the electric, natural gas portfolios and Energy Risk Management Policy (ERMP).

The scope and requirements of the resolutions are summarized below:

Resolution #613 – Electric Transmission Services – Planning & Procurement

The District enters into agreements and contracts with third parties for the purpose of buying and selling electricity and arranging for transmission service for purchased electricity. The District currently has an existing Network Integrated Transmission Services (NITS) Contracts with Duke Energy Florida (DEF) for its Transmission service. The NITS agreement is an evergreen agreement and only can be cancelled by District with the appropriate notice. The Contract contains certain provisions, and references to tariff obligations, operational procedures, transaction alternatives, schedules, and exhibits (collectively, "**Schedules**") requiring compliance with and/or completion of timely tasks. RCES performs contractual obligations for Transmission Service on behalf of the District.

Resolution #615 – Purchase and Sale of Electricity

The District enters into agreements and contracts with third party suppliers for the purpose of buying and selling electricity and arranging for its delivery to the Districts grid. The District currently has existing Contracts with DEF, Florida Municipal Power Agency (FMPA), Origis Energy, and NextEra Energy for its Purchase Power Supply. The Contracts contain certain provisions, references to tariff obligations, operational procedures, transaction alternatives, schedules, and exhibits (collectively, "**Schedules**") requiring compliance with and/or completion of timely tasks. RCES performs contractual obligations for Electric Service on behalf of the District.

Resolution #614 – Purchase, Selling Natural Gas Commodity & Managing Gas Pipeline Transportation Services

The District enters into agreements and contracts with third parties for the purpose of purchasing and selling natural gas commodity and making pipeline transportation arrangements for the delivery of natural gas to the Districts system. The District has approximately 55 NAESB enabling agreements allowing the District to purchase its commodity needs. RCES performs all contractual obligations for the purchase, sale, and gas pipeline transportation Service on behalf of the District.

Resolution #592 – Energy Risk Management Policy

The District adopted an Energy Risk Management Policy (the "**ERMP**") and an Energy Risk Management Procedures Manual (the "**ERMPM**"), which enabled the District, through the

Energy Risk Management Oversight Committee (the "**ERMOC**") established by the ERMP, to enter into financial hedging agreements and contracts ("**Hedge Transaction**") with third parties pursuant to enabling agreements approved by the Board from time to time (the "**Approved Enabling Agreements**"). The International Derivatives Standard Agreement (ISDA) is the primary enabling agreement utilized for the Districts hedges. The purpose of the Energy Risk Management Policy is to manage price volatility for the Districts natural gas system and natural gas sourced electricity that the District purchases and to minimize the District's financial risk exposure resulting from price uncertainty.

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 8.1

Page 1 of 1

Meeting Date	
August 23, 2023	
Agenda Item Name	
Proposed Research Project by Professor Donald J. Kochan	
Requested Action	
Consider and approve research project proposal from Professor Donald J. Kochan	
Staff Report	
<p>Professor Kochan’s proposal involves the preparation of an approximately 50-page detailed research Report, with substantial support through citation to legal and factual research materials, identifying whether and what legal and constitutional authority and infirmities and structural strengths and abnormalities exist within the governance of the former Reedy Creek Improvement District (now the Central Florida Tourism Oversight District (“CFTOD”)) and associated governance regimes and from the statutory or regulatory privileges granted to specific corporate entities.</p> <p>The Report will make some initial recommendations for reform of existing governance regimes and steps for reform, but most of the work on developing those recommendations will be reserved for later phases of this project. A draft of the Report is proposed to be completed by November 3, 2023.</p>	
Additional Analysis	
This report will be helpful in assisting the District in preparing reports for the Florida Legislature required by Chapter 2023-5, Laws of Florida.	
Fiscal Impact Summary	
The cost to the District is \$110,000.	
Exhibits Attached	
Research Project Proposal by Professor Donald J. Kochan	

DONALD J. KOCHAN
*Professor of Law and
Executive Director, Law & Economics Center
George Mason University Antonin Scalia Law School
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Washington, D.C. 20003
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August 15, 2023

PROJECT PROPOSAL

***A LEGAL AND STRUCTURAL ANALYSIS OF
THE LEGITIMACY AND CONSEQUENCES OF THE GOVERNANCE REGIMES
ESTABLISHED BY THE STATE OF FLORIDA'S
1967 REEDY CREEK IMPROVEMENT ACT AND ASSOCIATED LAWS***

The Phase 1 research study referenced above is hereinafter referred to as the “Report” in this proposal. Subsequent phases of this project are anticipated. This proposal, however, is limited to a description of the project and fees associated with Phase 1 only.

Scope. Phase 1: Preparation of an approximately 50-page detailed research Report, with substantial support through citation to legal and factual research materials, identifying whether and what legal and constitutional authority and infirmities and structural strengths and abnormalities exist within the governance of the former Reedy Creek Improvement District (“District”) (now the Central Florida Tourism Oversight District (“CFTOD”)) and associated governance regimes and from the statutory or regulatory privileges granted to specific corporate entities. The Report will not only analyze Florida and federal statutory and constitutional law as applied to these circumstances, but will also include applying broader lessons from accepted principles and standards of democratic governance, constitutional limitations, land use law and urban planning, and the insights of law and economics on the use of legislative and municipal authority to concentrate benefits on special interests at the expense of the public, including capture theory explaining how governance regimes can be coopted for private gain with poorly structured statutes and without proper safeguards.

The Report will make some initial recommendations for reform of existing governance regimes and steps for reform, but most of the work on developing those recommendations will be reserved for later phases of this project.

The entirety of the work here shall be done in my private capacity as an academic legal expert and as an independent contractor. Nothing in this engagement includes, nor should it be interpreted as including, the practice of law or the provision of legal advice.

Timeline, Phase 1: The draft Report shall be delivered on or before November 3, 2023, for incorporation into a larger report by the CFTOD to the Florida Legislature.

Anticipated Work, Phase 1: In order to properly complete this Report, I anticipate the following types of activities, with an estimated range of hours necessary listed under each category:

- 15-25 hours field research meetings with key players for background and a download of their institutional knowledge and familiarity with concerns. I expect that many of these meetings can be by zoom, while others may require 1 or more trips to Florida.
- 40-60 hours research and reading/analyzing research materials. While I have a general expert background in the fields necessary to complete this Report, research will still be needed to incorporate into the analysis, particularly related to Florida-specific statutory and constitutional law in the relevant areas. Additionally, new research will be conducted related to the legal coverage of the history of conflict and controversy; related to prior litigation on the form, structure, and administration of governance out of the District and in other similar or distinct jurisdictions within Florida and other states for comparison; and to identify any prior academic commentary or scholarship related to municipal governance in Florida especially as it related to the District.
- 60-80 hours drafting and editing 50-page Report. This Report is similar to completion of a law review article, and this is a conservative estimate of the time needed to write, edit, and refine a work of this scope, based on past experience.
- 10-20 hours editing final drafts of Report in consultation with the CFTOD and others, incorporating comments and suggestions.

Fees and Fee Structure, Phase 1: I propose a flat rate \$110,000 project fee, inclusive of all work described above in Phase I. Fees for future phases would be later and separately negotiated. I would request a project engagement payment of \$30,000 upon signing a contract, with the remaining payment expected immediately upon submission of the final Report in November.

In addition to the fees described above, I would require reimbursement or coverage of any travel expenses related to any necessary trips to Florida to obtain background information or for any trips to any destination requested by the CFTOD or its agents to complete this project subject to working with CFTOD's District Administrator on an acceptable per trip budget. Such eligible reimbursable expenses shall include business class airfare, suitable lodging, and a per diem or coverage of meal expenses consistent with the CFTOD approved per trip budget guidelines for such payments.

Finally, I request that I keep the copyright on any draft or final report work product and retain the right to keep a copy of all non-privileged and non-confidential research files, subject to (i) CFTOD's irrevocable, perpetual license (without additional charge) for use, reuse, publication and public release of the final report work product and supporting files and records; and (ii) the Florida Public Records Act – Chapter 119, Florida Statutes. I understand that the State of Florida has a broad public records law, that records generated or received in the course of my work for CFTOD may be subject to retention and public inspection in accordance with Chapter 119, Florida

Statutes, and that I will abide by such requirements. The rationale for this final request is that this material, in whole or in parts, will likely be worthy of adaptation for publication as academic scholarship and I would hope to do so down the road. Such publication will undoubtedly only further amplify the value and impact of this commission and thus be in the best interest of all parties.

Exclusive venue for any and all disputes arising under this agreement will be in County Court or Circuit Court in and for Orange County, Florida. The laws of the State of Florida apply to this agreement and the interpretation and enforcement thereof. CFTOD's maximum liability under this agreement will be the fees and reimbursement of travel expenses owed for work properly performed by me.

* * *

Please let me know if you have any questions or concerns with this proposal. I look forward to your review and to next steps.



Donald J. Kochan

Agreed to and accepted by:

Central Florida Tourism Oversight District

By: Glenton Gilzean
District Administrator

Central Florida Tourism Oversight District

Board of Supervisors

Agenda Item 9.1

Page 1 of 1

Meeting Date	
August 23, 2023	
Agenda Item Name	
Resolution NO. 647	
Requested Action	
Approval of Procurement Policy	
Staff Report	
The District desires to adopt a uniform system of procedures and processes for the District's procurement of goods and services.	
Additional Analysis	
N/A	
Fiscal Impact Summary	
N/A	
Exhibits Attached	
Resolution 647, with Procurement Policy Manual	

RESOLUTION NO. 647

A RESOLUTION OF THE CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT ADOPTING A PROCUREMENT POLICY; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Central Florida Tourism Oversight District (“District”) exists pursuant its enabling act codified at Chapter 2023-5, Laws of Florida becoming effective on February 27, 2023 (the “Act”); and

WHEREAS, the District desires to adopt a uniform system of procedures and processes for the District’s procurement of goods and services; and

WHEREAS, it is in the best interest of the District and its taxpayers to have consistent processes for the District’s procurement of goods and services with the goal of acquiring the best products and services at reasonable prices and in a fair, equitable and transparent manner.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the Board of Supervisors of the Central Florida Tourism Oversight District, as follows:

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

SECTION 2. Adoption of Procurement Policy. The attached Procurement Policy is hereby adopted and created.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

SECTION 4. Effective Date. This Resolution shall become effective on September 1, 2023 after adoption by the Board of Supervisors of the Central Florida Tourism Oversight District.

PASSED AND DULY ADOPTED, with a quorum present and voting, by the Board of Supervisors of the Central Florida Tourism Oversight District, this August 23rd day of 2023.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

By: _____
Martin Garcia
Chair of the Board of Supervisors

Attested:

By: _____
Glenton Gilzean, Jr., District Administrator

Central Florida Tourism Oversight District

PROCUREMENT POLICY



September 2023

1900 Hotel Plaza Blvd. | Lake Buena Vista | Florida 32830

Title: **Procurement Policy**

Effective Date: September 1, 2023

Table of Contents

Procurement Policy Name	Policy Number	Page Number
Overview of Procurement Procedures	PRO-010	2
Contracting Officer; Duties	PRO-015	3
Approval of Expenditures/Signatory Authority for Contracts	PRO-020	5
Competition Requirements	PRO-030	7
Source Selection	PRO-040	8
Emergency or Critical Purchases	PRO-050	10
Purchases Exempt from Competition	PRO-070	12
Payment Dispute Resolution Procedure	PRO-080	16
Suspension and Debarment	PRO-090	17
Veterans Small Business and Buy Local Program	PRO-100	21
Qualified Opportunity Zone Bid Preference	PRO-110	28
Declaration of State of General Emergency	PRO-120	31
Ethics & Standards of Conduct	PRO-140	37
Anti-Lobbying Policy	PRO-145	38
Procurement Protest Policy	PRO-150	39

Title: Overview of Procurement Procedures

Effective Date: 09/01/2023

Policy No: PRO-010

The Procurement Policy is designed to explain and facilitate understanding of the procurement and contracting functions of the Central Florida Tourism Oversight District (hereinafter referred to as the "District").

I. APPLICABILITY

The policies contained herein are applicable to all District personnel involved in the requisitioning, receiving, transferring and replacement of supplies, materials, services, and equipment, and the management of contracts.

II. RESPONSIBILITY AND FUNCTIONS

A. Procurement and Contracting Department

1. The function of Procurement and Contracting is to purchase the supplies, materials, equipment and services required by the District, and to ensure maximum value is obtained for each dollar spent, along with following contractual best practices for reduction of risk to the District.

B. District Contracting Officer

1. The primary function of the Contracting Officer is to ensure the District follows best contracting practices and encourages fair and open competition for all District procurements.
2. The District's appointed Contracting Officer is the final authority regarding contractual and procurement actions, except for signature authority for expenditure outlined in **PRO-020 Approval of Expenditures/Signatory Authority for Contracts**. For a full description of the Contracting Officer's duties refer to **PRO-015 Duties of Contracting Officer**.

III. GENERAL PROCUREMENT PRACTICES

The following shall govern the procurement of supplies, materials, services, and equipment for the District.

No District employee may purchase any materials, supplies, equipment, and contractual services, or make any contract other than through the Procurement and Contracting Department without prior written authority, or as specifically delegated herein. Any purchase, order, or contract made contrary to the provisions hereof may not be approved, nor will the District be bound thereby.

Title: Duties of Contracting Officer

Effective Date: 09/01/2023

Policy No: PRO-015

I. CONTRACTING OFFICER

The contracting officer is the head of the procurement and contracting department, and director of the procurement and contracting department for the District. The contracting officer must be appointed by and serves at the pleasure of the district administrator.

II. DUTIES OF CONTRACTING OFFICER; EXCEPTIONS.

It is the duty of the contracting officer to:

Develop procurement and contracting policies and manage operations of district procurement and contracting, including the acquisition of supplies, contractual services, professional services, construction services, warehousing, inventory, asset management, and capital improvements, except as provided herein;

Act as a chief procurement and contracting officer for the district, assuring best practices and value, including making procurement and contracting decisions in the best interest of the district, consistent with the direction and policies of the district administrator and board of supervisors;

Supervise the bid process from solicitation preparation to contract closeout;

Define procurement methods, policies, and solicitation thresholds;

Make all bid awards in the best interest of the district subject to final contract approval by the district administrator or a board of supervisors' designated officer;

Perform district-wide contracting oversight including drafting, negotiation, and review;

Authorize emergency purchases in accordance with the procurement policy;

Prepare and enforce standard specifications;

Ensure compliance with the procurement code and rules and regulations applicable to the same;

Oversee projects as directed by the district administrator;

Ensure full and open competition where possible on all purchases and sales;

Keep informed of current developments in the field of procurement, contracts, market conditions and new products;

Title: Duties of Contracting Officer (continued)

Effective Date: 09/01/2023

Policy No: PRO-015

Secure for the district the benefits of research done in the field of procurement and contractual best practices by other governmental jurisdictions, national technical societies, national trade associations, and private businesses and organizations;

Prepare and adopt standard procurement and contracting policies and procedures for using departments, agencies, and suppliers;

Determine which vendors have violated the requirements of this procurement code, applicable district procurement policies; state or federal law; or who have otherwise defaulted on their contracts or demonstrated that they are irresponsible bidders, and discipline such vendors by suspending or banning them from bidding on solicitations and/or receiving business from the district for a stated period of time, as appropriate, subject to review and approval by the district administrator or his designee;

Oversee vendor relations and operations, including vendor registration, contract performance, ratings, disputes, and ensure that vendors are treated fairly with open and transparent competition;

Create and maintain a suspended and debarred vendor list for vendors who violate or default on the district procurement policy, state or federal law, bid terms and conditions, contracts, purchase orders, amendments, or change orders;

Prepare and maintain a current vendor's list for sources of supplies and services, to which vendors may request to be included;

Procure goods, services, and capital improvements in accordance with applicable laws;

Assist and advise district departments on policies and methods of procuring goods, services, and capital improvements;

Negotiate and award contracts for goods, services, and capital improvements;

Provide a surplus facility if necessary, and oversee the transfer and/or disposal of district property; and

Operate and manage the procurement and contracting department and perform such other duties and responsibilities as may be assigned by the district administrator or his/her designee in connection with the procurement of goods and services for the district.

Regardless of the foregoing, the procurement and contracting department will have no responsibility for the retention of the district general counsel, assistant counsel, or specially employed attorneys employed at the direction of the board of supervisors.

Title: Approval of Expenditure, and Signature Authority for Contracts

Effective Date: 09/01/2023

Policy No: PRO-020

I. PURCHASE ORDER EXPENDITURE

All expenditures made by a **purchase order** must be reviewed and approved prior to execution by:

- A) Department Manager, or Director
- B) Procurement Manager; and
- C) Finance personnel.

In addition, if the purchase exceeds \$10,000, the purchase order must be reviewed and approved by the District Administrator, or his/her designee.

II. CONTRACT EXPENDITURE

All expenditures made by a **contract** must be reviewed and approved prior to execution by the following personnel:

- A) Department Manager, or Director
- B) Contracting Officer; and
- C) Finance personnel.

In addition, if the purchase exceeds \$25,000, the contract must be reviewed and approved by the District Administrator, or his/her designee.

III. SIGNATORY AUTHORITY FOR CONTRACTS

The District Administrator has authorized spending and signatory for contracts or purchase orders for the District having a value of \$500,000 or less.

For any contracts or purchase orders valued in excess of \$500,000, the District Board of Supervisors must approve the contract or purchase. If the Board of Supervisors approves a contract or purchase, then the Chair of the Board of Supervisors or the District Administrator is authorized to execute the contract or purchase for the District. Further, the Board of Supervisors must review and approve all awards for expenditures or contractual obligations for which any bond-related funding is utilized.

Title: Approval of Expenditure, and Signature Authority for Contracts

Effective Date: 09/01/2023

Policy No: PRO-020

Regardless of the value of a contract or purchase order, the District Administrator may execute amendments, addenda, or modifications to a contract initially approved by the Board of Supervisors, provided that the amendments, addenda, or modifications to the contract or purchase order do not increase the price or cost of such contract or contract or purchase order, or otherwise make a substantial change to the contract's or purchase order's terms or scope of work. For the purposes of this Policy, substantial changes include, but are not limited to, changes to indemnification provisions, insurance requirements, liability caps, or changes to other similar provisions or terms that would significantly alter the District's risk of or exposure to liability.

Definition of "Designee" – The District Administrator, or others listed within policy section **PRO-020**, may elect in writing to designate an individual under his/her supervision to make approvals and authorize purchase orders and contracts as needed, provided that any such designation is not otherwise prohibited by law.

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I. COMPETITION LEVEL REQUIREMENTS

SUPPLIES

- A. Purchases for supplies under **\$10,000** may be made by the using department, with or without competitive bidding. **Local, Veteran, and Opportunity Zone vendors** are preferred.
- B. Purchases for supplies from **\$10,000** to **\$50,000** require a minimum of two (2) formal, written quotes solicited and documented by the user Department. If the two quotes obtained have a wide disparity between prices, a third quote must be obtained. **NOTE:** Sourcing lists should be requested from the Procurement and Contracting Department before soliciting quotes.
- C. Purchases for supplies over **\$50,000+** require a formal quoting process, hosted by the Procurement and Contracting Department. The Procurement Manager may opt to waive the hosting requirement when deemed appropriate and in the best interest of the District. In those cases, the user Department may manage the quote using the Procurement and Contracting Department approved Request for Quotation (RFQ) document.

SERVICES

- A. Purchases for services under **\$20,000** may be made by the using department, with or without competitive bidding. **Local, Veteran, Opportunity Zone vendors** are preferred.
- B. Purchases for services from **\$20,000** to **\$100,000** require a minimum of two (2) formal, written quotes solicited and documented by the user Department. If the two quotes obtained have a wide disparity between prices, a third quote should be obtained. **NOTE:** Sourcing lists should be requested from the Procurement and Contracting Department before soliciting quotes.
- C. Purchases for services over **\$100,000+** require a formal bidding process, hosted by the Procurement and Contracting Department. It is the requesting department's responsibility to provide a complete and well-written scope, signed and sealed plans, if any, along with specifications to the Procurement and Contracting Department before the solicitation will be drafted and issued publicly. These bids will be for sealed replies with a set public bid opening date and time.

Title: Source Selection

Effective Date: 09/01/2023

Policy No: PRO-040

I. COMPETITIVE SEALED BIDS

District contracts for purchase of construction services **over \$50,000** must be awarded by competitive sealed bid solicitations, unless exempted by the Contracting Officer in instances of urgent operational need.

II. BID EVALUATION

The District reserves the right to accept or reject any and all bids at any time during the procurement process, and/or to make award to the lowest responsive bid from a responsible bidder. Major factors to be considered in determining whether the bidder is responsible include documented prior performance, prior customer service to the District, financial stability of the bidder, integrity, equipment, personnel, previous or pending litigation, and qualifications and licenses. Determinations must be based upon competent substantial evidence and may not be based upon mere speculation or rumor.

III. PRE-QUALIFICATION

The District may conduct a prequalification process for various continuing services for the district. Through such prequalification process, the District will establish an application process for prequalification, evaluate the responsibility/qualifications of applying vendors/contractors, and thereafter will limit acceptance of bids or responses to those vendors/contractors deemed prequalified in such process. Such program must also provide for periodic review of prequalified vendors to ensure that prequalification status is current.

IV. FORMAL PROPOSALS, LETTERS OF INTEREST, INVITATION TO NEGOTIATE

- A. *Request for Proposals (RFP) or Letters of Interest (LOI)*. Professional services, software, service or supply purchases that lend themselves to a variety of approaches and/or solutions will be formally evaluated by a District evaluation team and solicited via a Request for Proposals or by Requests for Letters of Interest.
- B. *Invitation to Negotiate (ITN)*. Will be utilized in the discretion of the District's Contracting Officer when the final product, solution, lease, or service is better determined through direct negotiation with qualified suppliers or parties.
- C. *Evaluation*. Request for Proposals (RFP) or Letters of Interest (LOI) must state all evaluation factors that will be considered by the district in the selection of a

vendor and the relative importance or priority of such factors in reaching a final determination. The Procurement and Contracting Department has the final authority as to who may serve on an Evaluation Committee, while giving preference to those with technical knowledge of the specific procurement. Numerical rating systems may be used but are not required. Technical advisors may be appointed to the committees; however, technical advisors will have no voting rights.

- D. *Evaluation Committee.* An Evaluation Committee is used to review the technical aspects of the submitted proposals for compliance with the specifications and is responsible for scoring and ranking such proposals and making recommendations for award.
- E. *Conflict of Interest and Evaluation Committee Rights.* No person may serve on an Evaluation Committee if he/she has a conflict of interest with respect to the business/firm/vendor/consultant/individual being evaluated. Conflicts of interest will be evaluated pursuant to the applicable provisions of Chapter 112, Florida Statutes, any applicable codes of conduct for a particular industry that may govern certain professionals (e.g., the Florida Bar Rules of Professional Conduct), and any applicable policies that have been or may be adopted by the District.
- F. *Discussion and Revision of Proposals/Letters.* Discussions may be held with responsible firms who submit proposals/letters. Discussions are held to promote an understanding of the District's requirements and the firm's proposal/letter and to facilitate arriving at a contract most advantageous for the District. Such negotiating committees should be chaired by a Procurement and Contracting Department representative, as well as the District's Contracting Officer, as needed; however, other qualified District personnel may be used if necessary. The District may allow or require the submittal of revised proposals/letters following these discussions.

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VII. EMERGENCY OR CRITICAL PURCHASES

A. An "Emergency" is defined as an exigent circumstance creating an immediate need for commodities or services, during which it is impossible, if not highly impractical, to abide by standard procurement procedures to acquire such commodities or services, because failure to quickly and efficiently obtain such commodities or services:

1. would cause a disruption of essential District operations
2. is necessary to protect and preserve public properties
3. would create, allow, or perpetuate an immediate threat to public health, welfare, or safety
4. would result in a significant loss to the District, or the loss of desirable business development

B. Emergency Procurement Procedure:

1. In the event of an emergency or a critical purchase requirement, the District Administrator or his/her designee, upon receipt of a written request transmitted through the District's Contracting Officer or his/her designee, may authorize emergency or critical purchases estimated to **exceed \$100,000**. Such purchases are exempt from the requirements of the competitive solicitation requirements of this Procurement Policy; however, competitive formal quoting should still be utilized whenever possible.
2. Emergency purchases **under \$100,000** may be approved by the District's Contracting Officer without a formal solicitation. In such cases, the Contracting Officer will issue a written memorandum to the District Administrator detailing the facts of the urgent purchase requirement.
3. Such emergency or critical procurements should be made by obtaining pricing information whenever possible from at least two prospective vendors, unless the Contracting Officer further determines that the time required to obtain pricing information will exacerbate or otherwise aggravate the danger or loss to the District or public as described in paragraph VII.B.1. above.

VIII. SECURITY RELATED PURCHASES

- A. Purchases of goods or services for security systems, wired or wireless networks, alarms, or other peripherals that reveal configurations or methodology supporting the security of District infrastructure are exempt from public bidding.

- B. Non-disclosure agreements are required by all vendors providing equipment or services in support of District-wide security, or secure infrastructure.

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I. EXEMPTIONS FROM COMPETITION

The following types of purchasing activities are exempt from the formal competitive solicitation requirements of the District. Contractual agreements or purchase orders, in most cases, will still be required for exempt items.

- A. Agreements between the District and non-profit organizations, the federal government, or any other state or local governmental entities, bodies, or boards.
- B. Goods and/or services received by grant, gift, or bequest.
- C. All purchases of services from a utility whose rates are determined and controlled by a public services commission or other governmental authority; this includes services such as natural gas, electric, water, cable, and telephone.
- D. Goods or services obtained through piggyback contract award as permitted by this policy concerning competitively awarded contracts procured by other local, state, or national government agencies, governmental cooperative organizations, or procurement associations.
- E. Purchases from the State of Florida, Pride (Ch. 946 FS), Respect (Ch. 413, FS), or U.S. General Services Administration contracts and contractors who have specifically indicated their willingness to make their GSA contracts available to state and local government as allowed by the federal government.
- F. Purchases from electric utility consortiums such as FMPA, JPP, or electric co-ops using competitive bids.
- G. Items/services exempt from competition per applicable Florida statute.
- H. Banking, investment, accounting, auditing, rate study, and financial services.
- I. Supplies purchased for resale.
- J. Real Estate, including purchase, conveyance, sale, or lease; broker and appraisal services.
- K. Security related purchases such as alarms, security systems, wired and wireless networks, and associated peripherals to protect District infrastructure.
- L. Rental equipment from companies approved by the Procurement and Contracting Department used by District employees for repairs or construction

of District infrastructure, provided that such equipment is rented at or below market rates.

Title: Purchases Exempt from Competition (continued)

Effective Date: 09/01/2023

Policy No: PRO-070

- M. Instructors, lecturers, presenters, trainer fees, and materials.
- N. Groceries, food, and beverages, including concessions for District events.
- O. Sponsorships/Charitable Contributions.
- P. Dues, memberships, subscriptions, fees for job-related organizations.
- Q. Newspaper, periodical, billboard or electronic advertising or marketing.
- R. Goods or services benchmarked, compared, or otherwise reviewed by the District's Contracting Officer where award determination is based on best value for the District.
- S. Attorneys, expert witnesses, court fees, mediator services, and other legal services and litigation expenditures.
- T. Proprietary software.
- U. Employee insurance, retirement benefits, and health services.
- V. Artistic services.
- W. Consultants and experts hired to assist the District in preparing reports to the Florida Legislature as required by Chapter 2023-05, Laws of Florida.
- X. Wetlands consultants, environmental services, fiscal impact analysis, and land or urban planning services.
- Y. Goods or services granted a formal competitive procurement waiver by the Board of Supervisors for goods or services that are not otherwise required to be competitively procured by general law.

II. SOLE SOURCE, STANDARDIZATION, PIGGYBACKING AND WAIVER

A. SOLE SOURCE

The term "sole source" means that the commodity can be legally purchased from only one source. This is usually due to the source owning patents and/or copyrights. A requirement for a particular proprietary item does not justify a sole

source purchase if there is more than one potential supplier for that item. Mere use of Brand Names and Model numbers does not alone mean that the product has a sole source.

Considerations for justification of Sole Source and Single Source procurement include the following criteria:

1. It is the only item that will produce the necessary result or fulfill a particular need.

Title: Purchases Exempt from Competition (continued)

Effective Date: 09/01/2023

Policy No: PRO-070

2. The commodity is a component, repair, or replacement part of existing equipment for which no commercially available or viable substitute exists, and the purchase can only be made from the manufacturer or sole distributor.
3. Circumstances exist that dictate delivery is a critical factor, and only one vendor can meet the time constraint.

B. STANDARDIZATION/SINGLE SOURCE

The term "single source" means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (repair parts, matching existing equipment or materials, warranty requirements), there is only one economically feasible source for the purchase. In some cases the manufacturer will dictate authorized facilities that the District can use, although there are multiple places that provide the service. Such an instance would qualify as a single source purchase.

The standardization must be approved by the Contracting Officer after a review of justification from the District department.

C. PIGGYBACKING CONTRACTS

To the extent not prohibited by general law, whenever a state, county, municipality, school district, special district, or other governmental agency has a pre-existing contract, which is in effect concerning goods, materials, equipment or services the District wishes to acquire, the District may, where appropriate, piggyback onto such contract where such contract has been procured and awarded during the last 48-month period pursuant to a competitive procurement process that is substantially equivalent to that provided in this policy. The District shall obtain documentation evidencing that a competitive procurement process was performed by the government agency to procure the contract proposed to be piggybacked upon and an executed copy of such contract. The contractor/vendor shall consent to the piggybacking.

The contractor/vendor shall execute a separate agreement with the District which confirms that the same prices, terms and conditions granted to the original contracting governmental agency will be granted to the District along with agreement to District established provisions providing for indemnity, insurance, controlling laws, venue, dispute resolution and other provisions as may be recommended by the purchasing manager or general counsel. The original government contract is not required to have a provision specifically authorizing piggybacking by other government agencies in order for the District to utilize

Title: Purchases Exempt from Competition (continued)

Effective Date: 09/01/2023

Policy No: PRO-070

this provision. Piggybacking is not authorized when the action would call for a substitution of goods, materials, equipment and services that were not originally bid on and not originally evaluated as part of the contract award.

Piggybacking is not authorized for the procurement of "professional services" as defined by F.S. § 287.055, the Consultants' Competitive Negotiation Act. The District Administrator or designee may establish policies relating to the appropriateness of and criteria for piggybacking onto contracts of other governmental agencies. The piggybacking of contracts concerning amounts beyond the District Administrator purchasing authority shall be approved by the Board of Supervisors.

D. WAIVER

To the extent not prohibited by general law, the Board of Supervisors may, by majority vote, waive the formal procurement procedures contained in this policy for the procurement of a particular good, material, equipment or service if the Board of Supervisors deems such waiver to be in the best interest of the District.

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Title: Payment Dispute Resolution Procedure

Effective Date: 09/01/2023

Policy No: PRO-080

**DISPUTE RESOLUTION PROCEDURE
(FLORIDA PROMPT PAYMENT ACT) F.S. 218.76**

I. GENERAL

If a dispute arises between the District and a vendor regarding a payment request or invoice for goods or services, a vendor who desires to dispute such decision must file with the director of the affected department a written notice of payment dispute within five (5) business days following the occurrence of the action or omission that is being disputed. The payment dispute must contain the following:

- A. The name and address of petitioner;
- B. A statement of all disputed issues of material fact;
- C. A demand for relief to which the petitioner deems itself entitled;
- D. Any other information the petitioner contends is material to the dispute.

II. HEARING

The department director shall set a meeting with the District's Contracting Officer or his/her designee to resolve the dispute within five (5) business days following the date on which the Vendor's dispute request was received by the District. A final decision will be rendered no later than ten (10) business days after the dispute was received by the District.

III. INTEREST

If the Contracting Officer or his/her designee upholds the District's payment decision, then interest charges, if any, will begin to accrue for any uncontested amounts due and owing that are not paid within ten (10) business days following the District's final decision. If the Contracting Officer or his/her designee finds in favor of the vendor, then interest will begin to accrue as of the original date the payment became due.

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Title: Suspension and Debarment

Effective Date: 09/01/2023

Policy No: PRO-090

I. GENERAL

This policy shall serve as a guideline for the Suspension and Debarment of vendors.

A. Authority

As set forth herein, the District's Contracting Officer may suspend or debar a vendor for cause. A suspended or debarred vendor is not eligible to provide any goods or perform any services during the duration of such suspension or debarment; provided, however, the Board shall have the power at any time to waive, stay, or lift such suspension or debarment upon the application of the vendor as provided herein.

The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the District's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of District vendors and contractors, and this policy and the procedures provided for herein do not supplant or supersede the District's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis.

B. Period of Suspension

The suspension of a vendor will be for an initial period of one to three years based on the decision of the Contracting Officer. Length of suspension will be determined by the cause or severity of cause for debarment. After the suspension period, suspended vendors may again participate in District solicitations if the company provides proof of financial soundness, current business references, and responsible business methods acceptable to the Contracting Officer.

C. Causes of Suspension or Debarment

A vendor may be suspended or debarred based upon the following:

1. Conviction for commission of a criminal offence incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.

2. Conviction under state or federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property or any other offense indicating or suggesting a lack of business integrity or

Title: Suspension and Debarment (continued)

Effective Date: 09/01/2023

Policy No: PRO-090

business honesty, which currently, seriously, and directly affects the person or entity's responsibility as a vendor or contractor.

3. Conviction or civil judgment finding a violation of state or federal antitrust statutes arising out of the submission of bids or proposals.
4. A determination by a court, hearing officer, administrative official, or any local, state, or federal governmental entity or agency that the person or entity violated the provisions of any local, state, or federal laws or regulations in connection with providing contractual services to another entity or in responding to public solicitations for services.
5. Commission of any fraud or misrepresentation in connection with a bid, quotation, proposal, solicitation, or contract with the District or another public entity, regardless of whether such fraud or misrepresentation resulted in a conviction.
6. Violation of a material solicitation/contract provision with the District or other public entity, including, but not limited to the following:
 - a) Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a bid/contract;
 - b) Abandonment of a contract;
 - c) Failure to pay a contractor, sub-contractor, or material provider as required by a lawful contractual agreement, the Florida Statutes, or other applicable law;
 - d) Repudiation of a bid or contract by failure to provide bonds, insurance, or other required certificates as required pursuant to such bid or contract; or
 - e) Refusal to accept an addendum, agreement, or contract, or to perform thereon provided such addendum, agreement, or contract was issued timely and in conformity with the bid or solicitation received; however, a refusal to renew or extend an agreement or contract or exercise an option to renew or extend where such renewal, extension, or option requires the mutual consent of the parties pursuant to the terms of the applicable

agreement or contract shall not be deemed a violation of this provision;
or

- f) Overall performance of a contract, which the District or another public entity evaluated as poor or unsatisfactory. For the purposes of evaluating

Title: Suspension and Debarment (continued)

Effective Date: 09/01/2023

Policy No: PRO-090

the overall performance of District contracts, performance will be deemed poor or unsatisfactory where the vendor or contractor continues to perform poorly or otherwise unsatisfactorily after the District has contacted the vendor or contractor regarding its performance issues and undertaken any dispute resolution or curative procedures as mandated by the applicable contract or agreement. Overall performance of a contract with another public entity will be determined based upon any competent substantial evidence of poor or unsatisfactory performance for such other public entity, including, but not limited to, a letter terminating the vendor or contractor's services for cause; adverse action taken by the entity against the vendor, including, but not limited to, termination for cause, debarment, suspension; and/or a lawsuit.

- 7. Vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
- 8. Violation of the ethical standards set forth in local, state, or federal law.
- 9. Violation of **PRO-145: Anti-Lobbying Policy**.
- 10. Violation of District's prohibition on factoring while vendor is under contract, bidding on work, or otherwise employed by the District. Factoring is a practice of selling business accounts receivables (future invoices) to a third party at a discount for obtaining funding,
- 11. Any other cause the Contracting Officer determines to be serious and compelling as to materially and adversely affect responsibility of a vendor to do business with the District.

D. Effects of Suspension and Debarment

Suspended or debarred vendors are excluded from receiving contracts, and departments shall not solicit offers from, award contracts to, or consent to subcontracts with these vendors, unless the District Administrator determines that an emergency exists justifying such action and obtains approval from the

District Council. Such vendors are also excluded from conducting business with the District as agents, representatives, subcontractors, or partners of other vendors.

E. Continuation of Current Contracts

Suspension or debarment may constitute grounds for termination of contract.

1. The suspension or debarment shall take effect in accordance with the notice provided by the Contracting Officer.
2. Departments may not renew or otherwise extend the duration of current contracts, or consent to subcontracts with suspended or debarred vendors, unless the District Administrator determines that an emergency exists justifying the renewal or extension of such contracts.

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I DEFINITIONS

- A. "Local Business" is defined as a business entity that meets one or more of the following criteria:
- The business has its headquarters, manufacturing facility, or principal office located or having a street address within the jurisdictional boundaries of Orange, Osceola, Lake, Polk, or Seminole County for at least six (6) months immediately prior to the issuance of the solicitation to which the business is responding; OR
 - The Owner/Principal of the business maintains his/her primary residence within the jurisdictional boundaries of Orange, Osceola, Lake, Polk, or Seminole County.
- B. "Veteran" is defined as a former member of the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps, and Coast Guard) who served on active duty and was discharged under conditions that were other than dishonorable. Reservists called to active duty by Executive Order qualify as veterans.
- C. "Veteran Small Business" means and refers to a small business concern that is owned and controlled by veterans as defined in Section 502 of the Veterans Benefits, Health Care, and Information Technology Act of 2006, as such may be amended from time to time, which business is also domiciled in the State of Florida and listed in the federal Database of Veteran-owned Businesses.

II PURPOSE AND SCOPE

The purpose and objective of this program is to increase and encourage the participation of Veteran Small Businesses and Local Businesses to participate in the District's contracting and procurement process and to facilitate a level playing field for such businesses.

This program is intended to substantially comply with the District's procurement policy that requires construction contracts and purchase orders for goods, services, and materials to be awarded in the best interest and value to the District.

It is the policy of the District to afford opportunities to Veterans and Local Businesses to the extent possible or legally permissible, in the District's procurement activities.

III. PROGRAM ACTION PLAN

The implementation and administration of the program is the responsibility of the Program Coordinator with oversight by the District's Contracting Officer. The Coordinator will assume their responsibility:

- A. Assist Veteran Small Businesses and Local Businesses in overcoming barriers to their participation in the District's procurement process. This includes assistance with certification, forms preparation, notification of contract opportunities, and business educational opportunities.
- B. Increase Districtwide departmental awareness of the District's Veteran Small Businesses and Local Business objectives and opportunities by providing access to Veteran Small Businesses and Local Businesses for services or products purchased with/without competitive bidding.
- C. Explain the requirements of the program to contractors and vendors.
- D. Review contract awards relative to participation of Veterans and Local Businesses, and make recommendations to expand the program.

IV. OUTREACH

The Procurement and Contracting Department will ensure Veteran Small Businesses and Local Businesses have every opportunity for full program participation by undertaking the following steps:

- A. Provide Veteran Small Businesses and Local Business vendors with workshops and other opportunities to:
 - interact with the District's Procurement Department and other Veterans and Local Business members;
 - teach procedures and policies for submitting bids, proposals, and invoices; and
 - obtain listings of and learn about the products and services purchased across District departments.
- B. Attend and participate in trade fairs and community events.
- C. Establish relationships with Veteran Small Business and Local Business community leaders.

- D. Distribute business cards and marketing materials at events and meetings
- E. Notify Veteran Small Businesses and Local Businesses regarding future bid opportunities.
- F. Maintain a listing of goods and services provided by current Veteran Small Businesses and Local businesses and make this list available to District departments.

V. CERTIFICATION

- A. Only businesses certified by the District's Veterans and Local Business program are qualified to receive a solicitation preference.
- B. Businesses wishing to be pre-certified as a Veteran Small Business or Local Business, the vendor must submit a completed application for pre-certification in a form approved by the District to the District's Veterans and Buy Local Business Program Coordinator for review and/or approval. Applicants may be required to provide the following in order to verify eligibility:
 - *For Local Businesses.* Local Businesses applying for pre-certification may be required to provide the following:
 - A physical business address (no post office boxes will be considered);
 - A copy of a valid and current Local Business License Tax Receipt duly issued by a local government located within the jurisdictional boundaries of Osceola, Orange, Lake, Polk or Seminole County; and,
 - Any other information requested by the district that would verify local business status.
 - *For Veteran Small Businesses.* Veteran Small Businesses applying for pre-certification must provide proof that the business is a small business concern that is owned and controlled by veterans as defined in Section 502 of the Veterans Benefits, Health Care, and Information Technology Act of 2006, as such may be amended from time to time, which business is also (i) domiciled in the State of Florida and (ii) listed in the federal Database of Veteran-owned Businesses.

- C. Businesses that are not pre-certified with the District but which wish to benefit from a Buy Local or Veterans preference in responding to a solicitation must submit an Affidavit of Eligibility in a form approved by the District, which form must be submitted together with the business's response to a solicitation. Failure to include the completed Affidavit of Eligibility form with a response to a solicitation will result in the respondent being precluded from claiming or otherwise benefitting from a preference in the procurement process for that particular solicitation.

VI. DECERTIFICATION

The District may decertify a Veteran Small Business or Local Business vendor if the Contracting Officer determines any of the following as true:

- The Veteran Small Business or Local Business vendor no longer satisfies the certification requirements;
- The Veteran Small Business or Local Business owner, officer, or agent thereof has made fraudulent misrepresentations to the District regarding utilization of Veterans or Local Businesses or colluded with another contractor/vendor making misrepresentation; or
- The Veteran Small Business or Local Business vendor or any owner, officer or agent during times they are certified by the District are convicted of a felony in a court of law.

VII. NOTIFICATION REQUIREMENTS AND PROCUREMENT POLICIES

- A. When a business is accepted by the Veterans and Local Business program as a Veteran Small Business or Local Business, the business will be added by the Veterans and Local Business Coordinator to the District's vendor database as certified veteran and local businesses.
- B. There will be no limits to the number of businesses within the Veterans and Local Business vendor database. There is also no limit to the number of services and/or products for which each business is qualified to provide.

VIII DENIAL OF CERTIFICATION

If the District denies a business' application or decertifies such business, the business may not reapply until 12 months have passed from the date the denial letter was sent by the Veterans and Local Business Coordinator.

IX AWARD STANDARDS

- A. Interested suppliers of contract services and goods who have been certified as a Local Business or Veterans Small Business pursuant to this Policy may respond to District solicitations identifying themselves as certified Veteran and/or Local Businesses.
- B. *Buy Local - Competitive Low Bid.* In any competitive bid or quote process where the contract award is to be made to the lowest bidder or the responsive and responsible bidder offering the lowest bid (the "Low Bidder"), the following Buy Local Preference shall apply:
- Contract Awards \$1,000,000 or less. If the Low Bidder is a non-local vendor and the lowest bid submitted by a responsive and responsible local vendor is within 5% of the bid of such non-local Low Bidder, such local vendor will be deemed the lowest, responsive and responsible bidder and awarded the contract.
 - Contracts Awards Exceeding \$1,000,000. If the Low Bidder is a non-local vendor and the second lowest responsive and responsible bidder is a local vendor whose bid is less than a \$50,000 variance in price from the low bid, such local vendor will be deemed the lowest, responsive and responsible bidder and awarded the contract.
- C. *Buy Local - Request for proposals, qualifications or other qualitative submittals and competitive negotiation and selection where lowest price is not the primary factor.* The individual solicitation issued by the District may implement this Buy Local Preference through awarding points (not to exceed five percent of the overall potential points used for the ranking of proposals) to local businesses in the ranking system used to evaluate the responses to the solicitation. This provision does not apply to procurement of goods or services excepted from this Buy Local Preference policy below.

D. *Veteran Small Business - Competitive Low Bid.* In any competitive bid or quote process where the contract award is to be made to the lowest bidder or the responsive and responsible bidder offering the lowest bid (the "Low Bidder"), the following Veteran Small Business Preference shall apply:

- Contract Awards \$1,000,000 or less. If the Low Bidder is a not a Veteran Small Business and the lowest bid submitted by a responsive and responsible Veteran Small Business is within 5% of the bid of such Low Bidder, such Veteran Small Business will be deemed the lowest, responsive and responsible bidder and awarded the contract.
- Contracts Awards Exceeding \$1,000,000. If the Low Bidder is a not a Veteran Small Business and the second lowest responsive and responsible bidder is a Veteran Small Business whose bid is less than a \$50,000 variance in price from the low bid, such Veteran Small Business will be deemed the lowest, responsive and responsible bidder and awarded the contract.

E. *Veteran Small Business - Request for proposals, qualifications or other qualitative submittals and competitive negotiation and selection where lowest price is not the primary factor.* The individual solicitation issued by the District may implement this Veteran Small Business Preference through awarding points (not to exceed five percent of the overall potential points used for the ranking of proposals) to Veteran Small Business in the ranking system used to evaluate the responses to the solicitation. This provision does not apply to procurement of goods or services excepted from this Veteran Small Business Preference policy.

F. The following rules will apply in the event of a tie between bidders or respondents to a solicitation or a conflict between or among preferences as applied under this Policy:

- If two or more responsible and responsive bidders or respondents qualify for one or more preferences under this policy that would allow such preferred bidders or respondents to be deemed the lowest bidder, then the preferred bidder or respondent that submitted the actual lowest bid or pricing will be awarded the contract.
- If two or more responsible and responsive bidders or respondents qualify for one or more preferences under this policy that would allow such preferred bidders or respondents to be deemed the lowest bidder and such bidders or

Title: Veterans and Buy Local Program (continued)

Effective Date: 09/01/2023

Policy No: PRO-100

respondents have submitted identical bids or pricing, then the bidder qualifying for the most preferences will be awarded the contract.

- If two or more responsible and responsive bidders or respondents qualify for one or more preferences under this policy that would allow such preferred bidders or respondents to be deemed the lowest bidder, such bidders or respondents have submitted identical bids or pricing, and such bidders or respondents qualify for an equal number of preferences, the tie will be determined by random chance.
- Nothing herein will preclude the District from awarding multiple contracts to lowest bidders or respondents qualifying for preferences when the solicitation allows for or otherwise contemplates the award of multiple contracts.

G. Regardless of anything set forth in this Policy to the contrary, the District reserves the right to reject any bid or response received in response to a solicitation as non-responsive or non-responsible at any time prior to award of the contract. In instances in which a respondent to a solicitation provides false or fraudulent information as to its entitlement to a Buy Local or Veterans Small Business preference, the District may reject the bid, or if a contract has already been executed, void the contract. Nothing herein precludes the District from taking any other disciplinary or remedial action available to it in response to the false or fraudulent information provided.

H. Regardless of anything set forth to the contrary in this Policy, neither the Buy Local Preference nor the Veterans Small Business Preference may be applied to the following types of purchases and solicitation.

- Purchases that are funded in whole or in part by assistance from any federal, state, or local agency that disallow a local or veterans preference;
- Purchases subject to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, as amended, or any other statute dictating a particular selection process that excludes local or veterans preferences as scoring or evaluation criteria; and
- Any type of purchase where a court of competent jurisdiction has determined that a local or veterans' preference is void, illegal, or otherwise contrary to public policy.

Title: Qualified Opportunity Zone Bid Preference

Effective Date: 09/01/2023

Procedure No: PRO-110

What the Program is: The [Opportunity Zone Program](#) is a federal program and aims to foster economic development and job creation in economically distressed communities. It was created by the Federal Tax Cuts and Jobs Act of 2017 to encourage businesses, developers and financial institutions to invest long-term capital in low-income census tract areas.

Florida Opportunity Zones

A total of 427 Qualified Opportunity Zones are designated in Florida and located in every county in the state, stretching from the Panhandle through the Keys. Governors could nominate up to 25 percent of their state's eligible tracts to receive the designation. The nomination process in Florida included reviewing over 1,200 recommendations submitted by local governments, regional planning councils, nonprofits, developers, investors and others. Final nominations were based on a comprehensive review and detailed statistical analysis of relevant population, poverty and unemployment rates and other economic indicators.

I. OBJECTIVE AND SCOPE

The objective of this program is to increase and encourage bidding and contracting participation of businesses located within designated Qualified Opportunity Zones in Orange, Osceola, Lake, Polk, and Seminole counties.

Businesses having their main office located within the Opportunity Zones maps of Orange, Osceola, Lake, Polk, and Seminole counties indicated in the below link are eligible.

[Opportunity Zones Program - FloridaJobs.org](#)

II. OPPORTUNITY ZONE PREFERENCE AWARD STANDARDS

- A. Interested suppliers of contract services and goods who have been certified as a business within a Qualified Opportunity Zone pursuant to this Policy may respond to District solicitations identifying themselves as a Qualified Opportunity Zone business.
- B. Opportunity Zone Bidder - Competitive Low Bid. In any competitive bid or quote process where the contract award is to be made to the lowest bidder, or the responsive and responsible bidder offering the lowest bid (the "Low Bidder"), the following Qualified Opportunity Zone Preference shall apply:

Title: Qualified Opportunity Zone Bid Preference (continued)

Effective Date: 09/01/2023

Procedure No: PRO-110

- Contract Awards \$1,000,000 or less. If the Low Bidder is not located in a Qualified Opportunity Zone, and the next lowest bid submitted from an Opportunity Zone vendor is within 10% of the low bid, such Opportunity Zone vendor will be proclaimed the low bid and deemed the awarded bidder.
 - Contracts Awards Exceeding \$1,000,000. If the Low Bidder is not located in a Qualified Opportunity Zone, and the next lowest bid submitted from a Opportunity Zone vendor is within 10% of the low bid and not more than \$100,000 in difference, such Opportunity Zone vendor will be proclaimed the low bid and deemed the awarded bidder.
- C. The following rules will apply in the event of a tie between bidders or respondents to a solicitation or a conflict between or among preferences as applied under the policies of the District.
- If two or more responsible and responsive bidders or respondents qualify for one or more preferences under this policy that would allow such preferred bidders or respondents to be deemed the lowest bidder, then the preferred bidder or respondent that submitted the actual lowest bid or pricing will be awarded the contract.
 - If two or more responsible and responsive bidders or respondents qualify for one or more preferences under this policy that would allow such preferred bidders or respondents to be deemed the lowest bidder and such bidders or respondents have submitted identical bids or pricing, then the bidder qualifying for the most preferences will be awarded the contract.
 - If two or more responsible and responsive bidders or respondents qualify for one or more preferences under this policy that would allow such preferred bidders or respondents to be deemed the lowest bidder, such bidders or respondents have submitted identical bids or pricing, and such bidders or respondents qualify for an equal number of preferences, the tie will be determined by random chance.
 - Nothing herein will preclude the District from awarding multiple contracts to lowest bidders or respondents qualifying for preferences when the solicitation allows for or otherwise contemplates the award of multiple contracts.
- D. Regardless of anything set forth in this Policy to the contrary, the District reserves the right to reject any bid or response received in response to a solicitation as non-

Title: Qualified Opportunity Zone Bid Preference

Effective Date: 09/01/2023

Procedure No: PRO-110

responsive or non-responsive at any time prior to award of the contract. In instances in which a respondent to a solicitation provides false or fraudulent information as to its entitlement to a Qualified Opportunity Zone preference, the District may reject the bid, or if a contract has already been executed, void the contract. Nothing herein precludes the District from taking any other disciplinary or remedial action available to it in response to the false or fraudulent information provided.

E. Regardless of anything set forth to the contrary in this Policy, the Qualified Opportunity Zone Preference may not be applied to the following types of purchases and solicitation.

- Purchases that are funded in whole or in part by assistance from any federal, state, or local agency that disallow a Qualified Opportunity Zone preference;
- Purchases subject to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, as amended, or any other statute dictating a particular selection process that excludes a Qualified Opportunity Zone preference as scoring or evaluation criteria; and
- Any type of purchase where a court of competent jurisdiction has determined that a Qualified Opportunity Zone preference is void, illegal, or otherwise contrary to public policy.

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PURCHASES IN THE EVENT OF A DECLARED EMERGENCY

I. PURPOSE

The purpose of this Policy is to provide guidelines for emergency procurement operations and record keeping procedures in the event a major hurricane or other natural disaster strikes the District. Following these guidelines will help ensure that procurement operations continue in the face of such a disaster and emergency supplies are procured as quickly as possible.

II. BACKGROUND

During and in the aftermath of a major hurricane or other natural disaster, this manual provides for the establishment of an emergency procurement operations team that has communications capabilities and access to vendors whose businesses have not been affected by the hurricane or other natural disaster, allowing procurement of needed goods and services.

III. POLICY

In the event of a major hurricane or other natural disaster, to ensure a continuation of Procurement capability, some of the Procurement and Contracting staff may be relocated to the EOC operations center. If required, the team will be provided work space and staff at the Emergency Operations Center.

Records and reports are required to support requests for reimbursement of District public funds expended as a direct result of a disaster. It is therefore imperative that the practices outlined in this manual be implemented locally to ensure accurate record keeping in the aftermath of a natural disaster. For the purposes of this policy, all natural disasters are referred to herein with the term "hurricane," because that is the natural disaster most likely to occur in the state of Florida. Regardless, these same policies applicable to hurricanes are applicable to all other natural disasters warranting an emergency response.

A. Procurement Operations Prior to Arrival of Hurricane

Upon Notification of Hurricane Alert by EOC

1. When the District Contracting Officer or designee is notified by the EOC that it is preparing for the evacuation of low-lying areas due to an approaching hurricane, he/she will implement the Hurricane Alert

Title: Declaration of State of General Emergency (continued)

Effective Date: 09/01/2023

Procedure No: PRO-120

Notification Procedure if the declaration occurs outside of normal work hours. Designated Procurement and Contracting personnel will be contacted by telephone, and instructions will be provided for operations and for the placement at EOC, if necessary. Staffing may be physically present in office or at remote locations.

2. The Procurement and Contracting team will report to the office to move computers to a secure area and to secure personal areas from damage in the case that windows are broken. If the emergency is declared during normal work hours, these steps will either be done or scheduled prior to releasing staff. If the emergency is declared outside normal work hours, staff will be notified when to report to the office to accomplish these tasks when the alert notification is conducted.
3. An EOC staffing roster will be established, which will provide for the Contracting Officer and a Buyer to rotate shifts for the duration of the hurricane alert.
4. The Procurement and Contracting team will be established and consist of the Contracting Officer and a Buyer, and one other employee, if needed.
5. Procurement and Contracting staff will maintain a box labeled "EOC Emergency Procurement Kit." ("Procurement Kit"). This box will contain the necessary forms and reference materials for local emergency Procurement operations. The EOC box and supplies (including the EOC Log, one box of Emergency Requisitions/ Purchase Order forms, Vendor Lists for emergency supplies and equipment, and a list of District Term Contracts) will be taken from the Procurement and Contracting Department to the EOC. The Procurement and Contracting Department will be responsible for inventorying the Procurement Kit on a quarterly basis throughout the year and once at the official start of the Hurricane season in order to ensure that all materials are present.
6. The Procurement Kit will be distributed to any department that will be involved in the procurement of materials and services in the field prior to the designated emergency. Procurement and Contracting staff will sign in on a Procurement and Contracting Staff Sign-In Log. Any Procurement activity will be recorded on a Procurement Activity Log. All Requisition/Purchase orders will be logged on an Emergency Requisition/Purchase Order Log.

B. After Passage of Hurricane

Immediately Following the Hurricane

1. Employees will monitor local radio and television to attempt to find out when District offices will reopen. If the telephones are still operative, employees will remain near their telephones to await instructions as storm recovery operations begin.
2. Designated team members will await instructions on reporting to work.
3. It is possible the Procurement and Contracting Department will activate "contact teams" of two people each to go to primary recovery areas where District workers are heavily engaged in recovery work. Those contact teams would have the task of assisting District personnel in correctly specifying needed goods and services to avoid delays and confusion when emergency requisitions arrive in the EOC.
4. All Procurement and Contracting personnel will ensure that proper forms and FEMA accounting procedures are observed, so the District can obtain reimbursement from FEMA after the recovery.

C. Local Procurement Operations

Logistics

1. The Procurement operation at the EOC will consist of Procurement personnel from the District and county. Procurement representatives will ensure that incoming Emergency Requisitions / Purchase Orders are complete and accurate and will coordinate the distribution of these Emergency Requisitions / Purchase Orders for processing. Additional Procurement personnel may be assigned to the EOC if warranted.
2. Due to limited space within the EOC, the local Procurement operation will be established by the Contracting Officer or designee of the Procurement Director outside of the EOC. The exact location, composition, and activities of the local Procurement operation will be tailored to meet existing conditions and needs. Shifts will be authorized if warranted.

Authorities

1. Authority to Request: The District Administrator can sign and submit an Emergency Requisition/Purchase Order to the EOC. An alphabetical listing of District employees authorized by the District Administrator to make purchases is also provided in the EOC box for employee verification purposes.
2. Authority to Approve: The Procurement and Contracting representative at the EOC reserves the right to question all incoming Emergency Requisitions/ Purchase Orders and may require additional departmental justification for certain requisitions which do not appear to be emergencies. The Procurement and Contracting representative at the EOC also has the authority to set priorities as to what is requisitioned immediately following the hurricane and differentiate between emergency requirements and normal operating supplies.
3. The names and signatures of the Contracting Officer or designee and all Buyers will be provided on an "Authorized Signature List." This list will be included in the EOC Emergency Procurement Kit. Authority to process Emergency Requisitions/Emergency Purchase Orders rests with the Contracting Officer or designee of the Procurement and Contracting Department or other designated representatives identified on this list.
4. A signature from this "Authorized Signature List" must be obtained beneath the Requestor's signature on the Emergency Requisition/Purchase Order.

Vendors

1. A binder containing commitments from vendors to provide certain emergency supplies to the District will be included in the Emergency Procurement Kit. These vendors will be contacted initially using the on-call phone numbers to see if they are operational and can fulfill the request.
2. If it is determined that vendors from whom the District has obtained commitments cannot supply the materials in a timely fashion, other vendors may be contacted to secure the supplies or services needed.

Title: Declaration of State of General Emergency (continued)

Effective Date: 09/01/2023

Procedure No: PRO-120

3. Prior to a declared emergency, the Procurement and Contracting Department will e-mail a letter to various vendors notifying them of the emergency and the possible need of supplies and services.

D. FEMA Guidelines to Follow in Procurement and Contracting

FEMA guidelines to follow include:

1. All records and reports required to support requests for reimbursement of District funds expended as a direct result of a disaster must be original for audit purposes. Keep all original documentation.
2. FEMA will not reimburse for blanket agreements. Each Purchase Order or Contract for emergency supplies or services must be specific.
3. Following a "Declaration of Emergency" and in the interest of expediency, the Procurement and Contracting teams at the EOC will be exempt from bid/quote requirements. However, if time and circumstances allow, a competitive quotes should be obtained when possible.
4. Renting and Leasing equipment and materials shall give precedence over outright procurement. FEMA strongly prefers requests for reimbursement on rented items.
5. Oral contracts will jeopardize the District's ability to receive reimbursement from FEMA. All contracts must be in writing and specify quantities, prices and specific items being purchased.
6. Personnel should be wary of out-of-state vendors submitting bogus bid bonds or worthless payment and performance bonds. To protect the District, bonds must be issued by or countersigned by an agent authorized to do business in Florida.
7. Vendors who have been debarred, suspended, or deemed ineligible by FEMA or the State of Florida may not be engaged in disaster recovery work.
8. Contracts for removal of debris or wreckage should be based on fixed price or unit price (*e.g.* cubic yard).
9. Contracting for construction work should be based, whenever possible, upon competitive bids.

Title: Declaration of State of General Emergency (continued)

Effective Date: 09/01/2023

Procedure No: PRO-120

10. To the extent feasible and practicable, contractors residing or doing business primarily within District should be engaged in disaster recovery work. FEMA encourages contractors to support the local economy. All contracts entered into which will involve FEMA claims must state that the contractors will use materials and supplies and hire laborers to the extent possible within the disaster area.

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I. RELATIONS WITH VENDORS

- A. During interviews with Procurement and Contracting staff, or any current or any expected upcoming procurement action with vendors, no one may commit or indicate their preference for any product or service, or give any information regarding performance or price, which information might give one vendor an advantage over another vendor, or negatively affect the fair and transparent procurement process.
- B. All formal correspondence with suppliers during a solicitation, and up until award, will be through the Procurement and Contracting Department only, except in special cases where technical details involved make it advisable to delegate authority to others. In such cases, Procurement and Contracting will be provided an informational copy of all correspondence regarding the solicitation.
- C. All vendors/bidders are prohibited from lobbying District staff, officials, and the Board of Supervisors during any solicitation process. Refer to **PRO-145 Anti-Lobbying Policy**.

II. ETHICS POLICY & STANDARDS

- A. Fair and Equitable Treatment: Decisions and transactions by District employees must in all respects be fair and equitable. Actions and activities should be avoided that create any perception that District employees could exert improper influence on behalf of vendors.
- B. Representation: Honesty, transparency, and trustworthiness are essential for strong business relationships. District employees must not misrepresent business information, themselves (including their level of authority), or the District to anyone.
- C. Gifts: The District selects goods and services based solely on "best value" (i.e. the optimum combination of price, delivery, and quality). To avoid any perception of an improper attempt to influence business decisions and to avoid feeling obligated to donors, gifts must never be solicited by a District employee, nor may any gift be accepted that is more than of a nominal value.
- D. Hospitality: Consistent with the rationale behind non-acceptance of gifts, accepting generous hospitality may create a conflict of interest or appear to compromise the integrity of an employee's decision in the selection of bidders for the supply of goods or related services. Thus, personnel must consult with the District's legal department prior to accepting any hospitality offers.

Title: Anti-Lobbying Policy

Effective Date: 09/01/2023

Policy No: PRO-145

I. PURPOSE

All vendors/bidders are prohibited from lobbying District staff, officials, other bidders/proposers, and the District's Board of Supervisors during any solicitation process to ensure fair and open competition.

II. APPLICABILITY

The anti-lobbying policy and restrictions apply to ANY procurement action, including formal bids, professional procurements, informal solicitations, and quote requests.

III. ANTI-LOBBYING POLICY

To ensure fair consideration for all proposers/bidders, the District strictly prohibits any communication, whether written, verbal, or through a third party, relative to a solicitation or procurement action with other bidders/proposers, any department, District official, District Board member, or employee during the submission process, except inquiries directly made to the Procurement and Contracting Department, and/or the Contracting Officer.

Additionally, the District prohibits communications initiated by a proposer/bidder, agent, or third party of proposer/bidder to other bidders/proposers, any District official(s), District Board of Supervisors, or employee(s) evaluating or considering the proposals/bids prior to and up to the time an award decision is made or approved at a scheduled District Board meeting.

In special cases where technical details are involved, Procurement and Contracting may delegate authority to others. In such cases, Procurement and Contracting will be provided an informational copy of all correspondence to ensure that Procurement and Contracting is aware of the status of all solicitations..

For all informal solicitations or quote processes, proposer/bidder communication is limited to the District staff managing the procurement process, as well as the Procurement and Contracting Department, and/or the Contracting Officer.

Any prohibited communications initiated by a bidder, or a third party on behalf of bidder, will be grounds for disqualifying the offending bidder from consideration for award of the solicitation, AND such bidder may face up to a three (3) year debarment from doing any business with the District.

Title: Procurement Protest Procedure

Effective Date: 09/01/2023

Policy No: PRO-150

A. Written Protest. Any actual or prospective bidder/responder who is allegedly aggrieved in connection with the solicitation or pending award of a contract may file a protest with the District Administrator. A protest shall be valid only if such is submitted in writing to the District Administrator no later than 5:00 p.m., local time on the fifth business day after the District issues a notice of award recommendation and if such complies with the content requirements specified herein. **Failure to timely submit a written protest shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.** The written protest shall contain the following:

- i. Identify and provide the contact information for the protestor;
- ii. The IFB or RFP (or other solicitation reference) number and title;
- iii. Clearly state the factual basis upon which the protest is based;
- iv. State all statutes, laws, ordinances, or other legal authorities supporting such protest; and
- v. Identify the relief to which the protestor is entitled.

B. Bid Protest Fee: A person or entity filing a protest must render along with their written protest payment of a bid protest fee in the form of a certified check, cashier's check, attorney's trust account check or money order made payable to the Central Florida Tourism Oversight District in the amount of (i) \$750.00 where the notice of award recommendation relates to a bid of less than \$100,000; (ii) \$1,500.00 where the notice of award recommendation relates to a bid of \$100,000 to \$500,000; or (iii) \$2,500.00 where the notice of award recommendation relates to a bid exceeding \$500,000. Failure to render timely payment of the bid protest fee shall result in the bid protest being rejected and of no force and effect. In the event the protesting party ultimately prevails in the protest proceeding before the District, the bid protest fee will be returned to such party.

C. Notice to Other Bidders/Responders: A protestor must mail or hand deliver copies of all notices of protests and formal written protests to all other bidders/responders within three (3) business days of filing the written protest with the District and shall provide the District with evidence of such mailing or delivery, which may be in the form of a certified mail receipt or affidavit of delivery.

D. Stay of Award. Upon timely receipt of a protest, and in the absence of emergency circumstances, the District Administrator shall ensure that the award is suspended until

such protest is resolved. If the District Administrator, after consultation with the head of the requisitioning department, determines that a bid or contract must be awarded without delay in order to protect the public health, welfare or safety, to comply with an existing regulatory, permitting or contractual obligation, or to prevent the loss of a funding source, a bid protest shall not delay or otherwise impede the award of such bid or contract.

E. District Administrator Review. After receipt of a timely written protest, the District Administrator shall consider and attempt to resolve the protest. For the purposes of investigating, reviewing, and resolving a protest, the District Administrator may appoint a designee of his/her choosing to represent and act on behalf of the District Administrator at all stages of the bid protest review and proceedings. Such designee should have adequate experience and background in public procurement matters and be familiar with the District's procurement procedures. Prior to rendering a decision, the District Administrator shall schedule and conduct a meeting in order to hear the arguments from the protestor and other interested bidder/responders. The time, date and location of the protest meeting will be noticed by the District to the protestor and other bidders/responders.

F. Protest Meeting. At the protest meeting, the protester and any other interested bidders/responders who may be affected by the District's procurement decision or award recommendation, or their designated legal counsel, will be allowed to make a brief oral presentation of evidence and argument. However, neither direct nor cross examination of witnesses will be permitted, although the District Administrator or his/her designee may make whatever inquiries deemed pertinent to a determination of the protest. Submission of written or physical materials, objects, statements, affidavits and arguments relevant to the protested matters may be submitted prior to or at the protest meeting. The District Administrator or his/her designee may solicit and receive input from District employees, consultants and other persons not a party to the protest proceeding. The statutory and judicial rules of evidence shall not apply to the proceedings. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.

G. District Administrator's Decision. In making his/her decision on the protest, the District Administrator or his/her designee shall have the authority to uphold the award recommendation, cancel the pending procurement process, re-bid the contract, revise the award recommendation, and take other such actions that are within District's procurement authority. After conducting the protest meeting, the decision of the District Administrator or his designee may be orally announced at such meeting. However, after the protest meeting the District Administrator's office shall promptly

Title: Procurement Protest Procedure (continued)

Effective Date: 09/01/2023

Policy No: PRO-150

issue a written decision stating the reason for the action taken with a copy furnished to the protesting party and all other interested bidder/responders. The decision of the District Administrator's office shall be final and conclusive as to any contract award not requiring Board of Supervisors approval. For contracts requiring Board of Supervisor approval, the decision of the District Administrator's office may be appealed to the Board of Supervisors, if such appeal is timely filed.

H. Appeal to Board of Supervisors: Bidders/responders who are adversely affected by the District Administrator's decision with respect to a contract award requiring Board of Supervisor approval, may appeal the District Administrator's decision by filing a written appeal with the District Clerk, no later than 5:00 p.m. on the third (3rd) business day following the date of the written decision issued by the District Administrator or his/her designee. The written appeal shall substantially conform to the written protest notice content requirements of Section A and shall be sent by the appealing party to all other bidders/responders within three (3) business days of filing the written appeal with the District in the same manners as provided in Section C. **Failure to timely file a written appeal shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.**

I. Appeal hearing. If an appeal is timely received, the appeal shall be heard by the District Board of Supervisors at a public meeting. The time, date and location of the District Board of Supervisors meeting shall be noticed by the District in the same manner as its notices regular District Board of Supervisors meetings. The Board of Supervisors' review of the District Administrator's decisions shall be a *de novo* review. The procedure for the Board of Supervisors' review will be similar to the process specified for the protest meeting in Section G. After conclusion of the presentations, the Board of Supervisors shall conduct public deliberations, and, upon completion thereof, hold a vote as to the resolution of the appeal. The outcome of such vote and reasons provided therefore shall constitute the District's final determination of the matter.

J. Exclusive method of protest, objection, and appeal. There is a compelling District interest in procuring goods and services in a timely manner so as to provide District residents and visitors with efficient, cost-effective, and operationally effective District infrastructure, facilities, and services in a timely manner. Consequently, procurement disputes must be resolved with minimal delays. Therefore, the procedure set forth herein is the sole means by which a bidder/responder aggrieved by a decision of the District may seek recourse. Refusal or failure by any aggrieved bidder/responder to pursue its right of protest under these procedures shall constitute a waiver of its right to pursue any further remedies or appeals, either administratively or judicially. Any judicial proceedings that may or could be filed against the District by an aggrieved or adversely

Title: Procurement Protest Procedure (continued)

Effective Date: 09/01/2023

Policy No: PRO-150

affected party shall be filed within thirty (30) days after the District's final decision on a procurement matter. **Failure to timely file a judicial action in accordance with these procedures shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.**

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