



AGENDA

January 23, 2025
10:30 a.m.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
Board of Supervisors Meeting
Agenda
January 23, 2025
10:30 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** December 18, 2024 Meeting Minutes
 - 6.2** Non-exclusive temporary easement with permanent easement to Duke Energy Florida, LLC for underground powerlines and facilities
 - 6.3** Non-exclusive temporary easement with subsequent permanent easement to Walt Disney Parks & Resorts U.S., Inc for underground communication lines and facilities
 - 6.4** First Amendment agreement with GPAI Groves, LLC concerning potable water and wastewater utility services
 - 6.5** Non-exclusive permanent easements to Orange County for utility infrastructure maintenance along Western Way and Hartzog Road
 - 6.6** Bill of Sale for utility infrastructure transfer to Orange County in the vicinity of the intersection of Western Way and Hartzog Road
- 7. REPORTS**
 - 7.1 Management Report**
 - 7.2 Informational Report**
 - Semi-Annual Report of Easements
- 8. GENERAL BUSINESS**
 - 8.1** Approve equipment lease-purchase agreement and a professional service agreement with Motorola Solutions, Inc. to replace and upgrade the District's

P25 radio system controllers in the amount of \$1,317,491

- 8.2** Approve amendment to Contract #C005629 for post design services on the World Drive North Phase III project with TLP Engineering Consultants, Inc. in the amount of \$98,734

9. OTHER BUSINESS

10. ADJOURN

APPEALS: All persons are advised that, should 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 (DistrictClerk@oversightdistrict.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.

In The Matter Of:
Central Florida Tourism Oversight District

Board of Supervisors Meeting
December 18, 2024

Legal Realtime Reporting
P.O Box 533082
Orlando, Florida 32853- 3082

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CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS MEETING

* * * * *

LOCATION: Central Florida Tourism Oversight
District
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830

DATE TAKEN: December 18, 2024

TIME: 10:40 a.m. - 11:18 a.m.

REPORTED BY: TARA K. SLOCUM, RPR, CRR, CSR,
Court Reporter and Notary Public
State of Florida at Large

PRESENT:

BOARD MEMBERS: Charbel Barakat, Vice Chairman; Brian Aungst, Jr.; Bridget Ziegler

SPEAKERS: Pastor Marcio Nunciaroni, First Baptist Church of Winter Garden; Eddie Fernandez, CFTOD Operational Safety Consultant; Stephanie Kopelousos, District Administrator; Christine Ferraro, Director - RCES; Craig Sandt, Principal Construction Manager; Katherine Luetzow, Planning & Engineering Manager

CFTOD STAFF: Stephanie Kopelousos, District Administrator; Mike Crikis, Deputy District Administrator; Roy Payne, Esquire, General Counsel; Eric Ferrari, Fire Chief; Alycia Mills, District Clerk, Executive Assistant; Tanya Naylor, Director of Security and Emergency Management; Ron Zupa, IT Service Delivery Manager; Gabriel Villalobos, Senior Systems Administrator; Susan Higginbotham, Chief of Finance; Christine Ferraro, Director - RCES; Eddie Fernandez, CFTOD Operational Safety Consultant; Tiffany Kimball, Contracting Officer; Yenni Hernandez, Chief Information Officer; Katherine Luetzow, Planning & Engineering Manager; Matthew Oberly, External Affairs Director; Heidi Powell, Manager - Financial Reporting Analysis; Douglas Henley, Director of Facilities; Ella Hickey, Director of Building & Safety; Craig Sandt, Principal Construction Manager; Jason Herrick, Director of Public Works; Wendy Duncan, Director - Environmental Sciences

1 P R O C E E D I N G S

2 * * * * *

3 VICE CHAIR BARAKAT: All right. I've got
4 10:40, and I will call this meeting of the
5 Central Florida Tourism Oversight District
6 board of supervisors to order.

7 I hope you-all had a wonderful
8 Thanksgiving holiday. As we start our meeting
9 today, I want to thank Pastor Marcio Nunciaroni
10 for taking time out of his busy holiday
11 schedule to offer us a moment of reflection and
12 prayer. Pastor, I will introduce him briefly
13 first.

14 Pastor Nunciaroni is the Horizon West
15 Campus pastor at Winter Garden First Baptist
16 Church. Greetings to all the good people in
17 Horizon West. Great -- great area.

18 After graduating with a Bachelor of Arts,
19 he received his Master of Arts and Doctorate in
20 Organizational Leadership from the New Orleans
21 Baptist theological seminary. The pastor is
22 also a speaker and author committed to
23 empowering individuals to achieve their
24 potential through leadership founded on faith
25 and service.

1 Pastor, please take us -- take us away.

2 Yes, please.

3 PASTOR NUNCIARONI: Good morning,
4 everyone.

5 ATTENDEES: Good morning.

6 PASTOR NUNCIARONI: I am glad to be here
7 today -- thank you.

8 So I am glad to be here with you today. I
9 am a pastor, but also I have been a missionary
10 in Brazil and in Africa. And because of that,
11 we have been facing so many challenges, and I
12 would like to talk about challenges today.

13 So in 2006, my wife and I, we decided to
14 build a boat, a sailboat, to reach isolated
15 people in the Brazilian coast. So we did that
16 for ten years, and when we talk about boats,
17 everything -- everyone, actually, thinks about
18 a fun time, but actually we could see a lot of
19 challenges.

20 And as we were visiting the islands, we
21 could see the lack of food, education, and
22 everything that's needed like hospitals,
23 doctors. So what we decided to do, we decided
24 to train people to go there, to donate their
25 time to do it, so doctors, dentists, et cetera.

1 And why I am talking about that because I
2 believe that, like us, you have been facing so
3 many challenges. And I would like to talk
4 about Ecclesiasticus 3:28. So we have a lot of
5 there a lot of seasons of life. There is a
6 time to born, there is a time to die, there is
7 a time to weep, a time to rejoice, a time to
8 gather stones, and a time to scatter stones.

9 But do you know what is never mentioned in
10 the 28 seasons of life, a time to quit. So we
11 are closing this year, starting a new year, and
12 I would like to leave this challenge for you:
13 Saying it's never time to quit. So I would
14 like to close us in prayer, encouraging you to
15 face your challenges and to never give up.

16 Okay. Let's pray. Father, we thank you
17 for who you are and for everything that you are
18 doing in our lives and in our community, Lord.
19 We pray for our community, and we pray for
20 these people here today, Lord, that they can be
21 a blessing to our community.

22 But also, Lord, I pray that you bless them
23 and their families, and I pray that you help
24 them in all the challenges that they have been
25 facing, and also the challenges that will come.

1 As your words say, Lord, it is never time
2 to quit. So give them strength and joy, Lord,
3 to face the challenges of life and the
4 challenges in their work. In Jesus' name that
5 I pray, Amen.

6 VICE CHAIR BARAKAT: Thank you, Pastor.
7 Thank you for that.

8 Now, why don't you please rise and join me
9 in the Pledge of Allegiance.

10 ATTENDEES: I pledge allegiance to the
11 flag of the United States of America, and to
12 the republic for which it stands, one nation,
13 under God, indivisible, with liberty and
14 justice for all.

15 VICE CHAIR BARAKAT: All right. Thank
16 you. And now Eddie Fernandez, the District's
17 internal risk manager, will present our safety
18 minute. Eddie, please.

19 MR. FERNANDEZ: Thank you. Good morning.
20 To our guests and visitors, we would like to
21 share a few important safety messages before we
22 start today's meeting.

23 In the event that we need to evacuate,
24 please take note of the doors to the left and
25 the right, the double doors, that you can use

1 to exit the building.

2 On the right-hand side, if you use those
3 double doors, there's an exit to the front of
4 the building, which is where everyone came in
5 this morning. And if you use these on the
6 left, there is an exit on the backside of the
7 door.

8 Please make your way around the building.
9 By that time, our employees, who are also
10 evacuating, would make their way to the ends of
11 the parking lot. Please follow them there and
12 wait for further instruction after emergency
13 services arrives and gives us the all clear to
14 come back in.

15 If you need a first-aid kit, or if there's
16 a need for an AED, we have those at the front
17 desk. And if you are comfortable enough on
18 your way out during an evacuation, we also have
19 fire extinguishers and fire alarm pull stations
20 that are available for to you use, again, if
21 you feel comfortable using those.

22 Our safety message for this meeting is a
23 holiday safety message. As the year comes to a
24 close, we want to take a moment to reflect on
25 the hard work that's been displayed throughout

1 this entire year by our District team. To all
2 the employees, leaders, Board members, and
3 community partners, your efforts have
4 positively impacted our community, and we're
5 deeply grateful.

6 The holiday season is a time for
7 celebration, rest, and reconnecting with loved
8 ones, but it's also a time for heightened
9 safety awareness. Whether you're traveling,
10 staying at home, or enjoying festive
11 activities, please remember to take
12 precautions. Remember to follow traffic laws,
13 practice fire safety, be mindful of your
14 health, and be responsible when you're
15 attending celebrations.

16 Our strength and success as a community
17 relies strongly on our commitment to each
18 other's safety. Let's ensure that we return
19 refreshed, recharged, and without injury this
20 new year.

21 Thank you, Stephanie, for all your support
22 this year, and thank you, again, to all the
23 employees and everyone who is a part of the
24 District for your hard work. We wish you, your
25 families, a joyful, restful, and safe holiday

1 season. Thank you very much.

2 VICE CHAIR BARAKAT: Thank you, Eddie. I
3 appreciate that. Now is the time for our
4 public comment period. I do not have any cards
5 in front of me. Do we have anyone who signed
6 up to speak?

7 MS. KOPELOUSOS: No.

8 VICE CHAIR BARAKAT: Okay. In that case,
9 we will move on to the consent agenda.

10 We've got three items on the consent
11 agenda. Item 6.1 is the approval of the
12 meeting minutes from our November meeting.

13 Item 6.2 covers a non-exclusive temporary
14 easement with a permanent easement with Walt
15 Disney Parks & Resorts U.S., Inc., for
16 underground communication lines and facilities.

17 Item 6.3 covers a non-exclusive temporary
18 easement with a permanent easement with Peoples
19 Gas System for underground utility lines and
20 facilities.

21 Is there a motion to approve today's
22 consent agenda?

23 MS. ZIEGLER: Move approval of the consent
24 agenda as presented.

25 MR. AUNGST: Second.

1 VICE CHAIR BARAKAT: With a motion and a
2 second, all those in favor, say aye.

3 THE BOARD: Aye.

4 VICE CHAIR BARAKAT: Any opposed? Hearing
5 none, let the record reflect that the motion
6 passes unanimously. Thank you.

7 Now we'll move on to agenda item 7, 7.1,
8 the management report. For that, I would like
9 to invite our District Administrator, Stephanie
10 Kopelousos, to deliver her report. Stephanie,
11 good morning.

12 MS. KOPELOUSOS: Thank you, Chairman. We
13 have a lot going on and in progress. One of
14 the things you'll hear about later on in the
15 meeting is updating the comp plan, so that is
16 under way making great progress.

17 But we are also in the process of updating
18 the Epcot Code, and that has been a tireless
19 effort among our team. I look at Ella when I
20 say that, and just really proud of the work
21 they've done and the time they've put into
22 this, so grateful for them.

23 Island Tower is open, the new Polynesian
24 DVC, so that -- today will be the first day of
25 opening, so that made it across the goal line.

1 I also want to share, when we talk about
2 the growth and development that's happening
3 here, one of the measures is our water
4 clearances test. So any project we do, if it
5 touches a waterline, water main, any type, you
6 have to do a test. And I look at Wendy when I
7 say that they have been very busy, and, in
8 fact, since July, I think those tests have
9 nearly doubled.

10 So when we talk about not just building
11 inspectors, not just what the lab does. So
12 even -- we may get days off, but because of how
13 those tests run, they don't always get the same
14 time off. So they are dedicated to what we do
15 in making sure that we do have the best and
16 grateful for that.

17 So, Wendy, I just want to thank you and
18 your team because when you look at that
19 measure, we can talk about permits, we can talk
20 about all those, but to see those tests double,
21 unbelievable, and more to come. So it's not
22 going to slow down as we move forward, but just
23 before we end, I want to thank our team and all
24 the work that they do day in and day out and
25 how grateful I am to be here, how grateful I am

1 to work with them.

2 And then one last thing, the fire rescue
3 team put together a retirement breakfast for
4 the retirees from the fire department, and we
5 had a quite few come back. So it was nice to
6 kind of see the history, and some of the guys
7 that came back. So it was a great event and
8 grateful that you continue that tradition and
9 keep that moving.

10 So that is all I have, Mr. Chair.

11 VICE CHAIR BARAKAT: Great. Thank you,
12 Stephanie. I appreciate that, and I liked that
13 we -- and thank you for highlighting the work
14 that's being done. And I think you're right,
15 I'm glad we take time at these meetings to sing
16 the songs of the unsung heroes. This is a
17 District of unsung heroes; so much that can't
18 get done without the hard work that everybody
19 is doing here, and I'm glad that we're able to
20 take time and recognize that. So thank you --
21 thank you for that.

22 We will now move on to agenda item 8,
23 General Business. We've got four items under
24 general business. Item 8.1 seeks the approval
25 to re-award bid No. C006399 for tank wagon

1 fueling services to Palmdale Oil Company, LLC,
2 with an estimated expenditure of \$3,596,487.
3 We will hear from Chris Ferraro, Director of
4 Reedy Creek Energy Services.

5 Chris, good morning.

6 MS. FERRARO: Good morning, Vice Chairman,
7 members of the Board, and District leadership
8 team. And thank you, Vice Chair, for doing the
9 hard work here. You always go through the
10 details and the numbers. I appreciate that
11 greatly.

12 So I will start with the background on
13 this service. So this is a service for our
14 solid waste department, some District
15 generators, and some servicing of tanks for
16 fuel storage at the District fleet facility.

17 So the solid waste team, another one of
18 our unsung heroes. We have 37 pieces of
19 equipment, including waste disposal vehicles
20 and other equipment that's critical to
21 providing the service to District customers.

22 It is a big business, and we collect about
23 130,000 tons of waste and recycled materials
24 annually from the District's customers. That
25 department runs two shifts seven days a week,

1 and this service provides overnight fueling for
2 those vehicles so that we're ready for our
3 early 5:00 a.m. start for our morning pickups.

4 Additionally, there are 62 emergency
5 generators that are installed in critical
6 facilities throughout the District that we
7 refuel semi-annually, and this vendor comes
8 on-site and takes care of all of those needs
9 for us.

10 As I mentioned, this is a bid re-award.
11 In August of 2023, we went through a
12 procurement process for this service, and
13 entered into a contract with Lynch Fuel Oil.
14 After about ten months, there were some
15 challenges in fulfilling the services in that
16 contract, and by mutual agreement, that
17 contract is being terminated.

18 And we are moving forward with Palmdale
19 Oil Company and requesting Board approval of
20 that contract for a three-year term. It will
21 begin January 1 of 2025, continuing through the
22 end of calendar year 2027 to December 31st.

23 The amounts shown are the maximum
24 anticipated amounts. We don't know exactly how
25 much fuel we'll need every year, but these are

1 our maximum anticipated amounts of about
2 1.2 million per year, for an overall contract
3 award of 3.6 million.

4 This is budgeted inside of the solid waste
5 utility, and it's budgeted in our appropriate
6 line item for gas and fuel, and it's collected
7 annually through utility rates.

8 VICE CHAIR BARAKAT: Great. Thank you,
9 Chris. Members, I would like to open the floor
10 to the Board for discussion or questions you
11 may have for Chris.

12 MR. AUNGST: Move to approve agenda item
13 8.1.

14 MS. ZIEGLER: Second.

15 VICE CHAIR BARAKAT: Okay. We have a
16 motion and a second. All those in favor, say
17 aye.

18 THE BOARD: Aye.

19 VICE CHAIR BARAKAT: Any opposed? Hearing
20 none, let the record reflect the motion passes
21 unanimously. Thank you, Chris, and great to
22 see that award go to a Florida-owned business,
23 so thank you.

24 Agenda item 8.2, approve award -- under
25 agenda item 8.2, the District seeks to approve

1 the award of a three-year contract to Fleet
2 Management Holdings, LLC, for ongoing
3 maintenance and repair of solid waste trucks
4 and equipment, with an approximate expenditure
5 of \$1.9 million. Chris, take it away.

6 MS. FERRARO: Thank you. So this item
7 fits very nicely with the prior item. This is
8 also supporting the solid waste vehicle and
9 equipment fleet, the 37 population that we
10 have.

11 And as mentioned before, this is a busy
12 business, and we need realtime or near realtime
13 support for preventative and corrective
14 maintenance and repair services, including
15 towing services for that fleet.

16 So this is a unique part of the business.
17 You will see in the picture on this slide that
18 we do have an on-site garage. This is in the
19 solid waste transfer station, so that we have
20 this vendor working on-site at all times. We
21 have two folks that are full time working to
22 support this fleet. It is a lot of wear and
23 tear, and they are well utilized in that
24 facility.

25 So we began this procurement process, and,

1 again, all the thanks always go to Tiffany and
2 her team. I can't thank her enough each month
3 as we come here. We started this process in
4 July looking for qualified and experienced
5 firms to provide this experience.

6 There was a ranking and qualification
7 process and evaluation conducted, and, at this
8 time, we are recommending contract award to
9 Fleet Services by Cox Automotive for a
10 three-year term. It's a rate-based award based
11 on services.

12 As mentioned before, the maximum amount
13 anticipated for these services is \$1.9 million
14 per year. The rate sheet shown is the billing
15 rate expected. We have worked with this vendor
16 for several years now. We're happy to see them
17 competitively come in and have this bid award
18 move forward.

19 They have been a great partner to our
20 solid waste division. This is also an
21 operating expense in the solid waste utility
22 and will be budgeted accordingly and is
23 recovered annually through utility rates. And
24 that concludes my presentation.

25 VICE CHAIR BARAKAT: Very good. Thank

1 you, Chris, for a thorough and thoughtful
2 presentation on that one. I will open the
3 floor, Members, for any questions, or in the
4 absence of questions, a motion to approve the
5 agenda item.

6 MR. AUNGST: Move to approve agenda item
7 8.2.

8 MS. ZIEGLER: Second.

9 VICE CHAIR BARAKAT: All those in favor,
10 say aye.

11 THE BOARD: Aye.

12 VICE CHAIR BARAKAT: Any opposed? Let the
13 record reflect the motion passes unanimously.
14 Thank you, Chris.

15 MS. FERRARO: Thank you. And this is my
16 last item this morning. We're on a nice run
17 here.

18 So this is, again, great work by the
19 District's procurement team moving forward and
20 getting continuing service contracts with
21 construction firms for installation of
22 underground utilities.

23 So this process began in September of this
24 year when we went out soliciting qualified and
25 experienced vendors for the installation of

1 these systems.

2 We received five responses, and we scored
3 them. And we only want our A students, so the
4 folks that came up above 90 points, we're
5 recommending award. It's true, ask my
6 children, we only like A's -- A students, so
7 we're recommending continuing service contracts
8 for those three firms that fell into that top
9 block. Those three firms are folks that we
10 know, and some folks that are new to us, but
11 even the ones that are new to us we have begun
12 working with them, and we are very pleased with
13 their performance.

14 What we do moving forward for these is
15 we'll issue a task work order for each discreet
16 scope of work to be issued to these vendors.
17 We'll look to engage the most qualified
18 construction firm. We'll look to distribute
19 the workload equally by specialty, and then
20 we'll make sure that our approach is fair and
21 balanced as we distribute work between those
22 three -- three vendors.

23 And here is our examples of work we would
24 be performing with our underground contracting
25 firms. We have installations of potable water,

1 wastewater. I don't know that any of these
2 firms are qualified for our natural gas system,
3 but we'll probably also be looking to get some
4 folks onboard that can do work on the
5 District's natural gas system, as well.

6 And that concludes my presentation.

7 VICE CHAIR BARAKAT: Thank you, Chris.
8 Obviously, yeah, we've got -- there's a lot of
9 work on this front, not easy, and I know --
10 it's great to see we've got some high scores on
11 the three bidders.

12 What I would say is in the spirit of, you
13 know, appearance, make sure you let
14 them know why -- how -- why they missed those
15 five, six points so that they can get a hundred
16 next time.

17 MS. FERRARO: I like that. We will do
18 that.

19 VICE CHAIR BARAKAT: So, in that, I will
20 now open the floor for other Members for
21 discussion, or in the absence, a motion to
22 approve agenda item 8.3.

23 MS. ZIEGLER: So moved.

24 MR. AUNGST: Second.

25 VICE CHAIR BARAKAT: A motion and a

1 second. All those in favor, say aye.

2 THE BOARD: Aye.

3 VICE CHAIR BARAKAT: Any opposed? Hearing
4 none, let the record reflect the motion passes
5 unanimously. Thank you very much, Chris.

6 MS. FERRARO: Thank you.

7 VICE CHAIR BARAKAT: We will now move on
8 to agenda item 8.4. This is the last item of
9 business under general business. 8.4 covers
10 the award of three-year continuing service
11 agreements to the six top ranked and selected
12 firms for construction, engineering, and
13 inspection/materials testing services.

14 Craig, welcome back. Why don't you go
15 over 8.4 with us.

16 MR. SANDT: Thank you, Mr. Vice Chair.
17 Good morning, Mr. Vice Chair, fellow members of
18 the Board. I am here to present the -- very
19 similar to what Chris had out there, it's a
20 three-year continuing services agreement. This
21 one is for construction, engineering, and
22 inspection, along with construction material
23 testing services.

24 These services will be very useful for the
25 construction management team managing their own

1 in-house projects, along with planning and
2 engineering, bridge inspections, and possibly
3 some utilization for the facilities group on
4 some roadway lighting inspections, too.

5 Ten -- we put it out to bid September of
6 this year. We had ten responses, which we
7 elected to -- with the help of procurement, of
8 course, we elected to choose the six highest
9 rated consultants for their services.

10 Again, very simple. The assignment of
11 services would be through task work orders,
12 work authorizations, and some examples that we
13 would utilize these groups for -- of course,
14 Katherine would be doing her group, planning
15 and engineering bridge inspections, that's
16 above and underground bridge inspections to
17 meet her yearly requirements. Some surveying
18 mapping services, soil exploration, material
19 testing services, and then, of course, the
20 construction management team would utilize
21 these services as supplemental services to
22 milling and resurfacing contracts, upcoming
23 guardrail, overhead truss construction,
24 signalization construction, concrete ramp
25 remediation projects that we have going on.

1 Basically, we'll just pick and choose as
2 we -- what services we need to provide,
3 supplemental services to the construction
4 management team as -- within the next three
5 years.

6 VICE CHAIR BARAKAT: Great.

7 MR. SANDT: So that's basically it.

8 VICE CHAIR BARAKAT: Thank you. Thank you
9 for the updates, Craig. Any -- before we vote,
10 any -- I'd like to open the floor to fellow
11 Board members; questions, comments.

12 MS. ZIEGLER: Move approval of item 8.4.

13 MR. AUNGST: Second.

14 VICE CHAIR BARAKAT: All those in favor,
15 say aye.

16 THE BOARD: Aye.

17 VICE CHAIR BARAKAT: Any opposed? Let the
18 record reflect that the motion passes
19 unanimously. Thank you, Craig.

20 And now we're moving on to agenda item
21 No. 9, other business. We have two items, two
22 significant items, under other business to
23 cover. First, we will receive an update on the
24 comprehensive plan, which requires no action on
25 our part, but, obviously, we all take a great

1 interest in that process. And then we will
2 discuss the 2025 Board meeting dates, which
3 will require Board action.

4 So agenda item 9.1. We will now hear from
5 Katherine Luetzow, the District's planning and
6 engineering manager, who will provide us with
7 an update on the comprehensive plan. I know,
8 Katherine, you've been very -- very hard at
9 work on this, so we're all eager to hear the
10 latest.

11 MS. LUETZOW: Yeah. So definitely hard at
12 work. We have finished some of the major
13 preliminary data gathering efforts, so traffic
14 counts, things of that nature. We've also
15 finished our review of existing comprehensive
16 plan, as well as the state consistency review
17 identifying those required changes that we need
18 to make to bring our new plan in compliance
19 with current State requirements.

20 We are currently updating and reviewing
21 those objectives, policies, and goals to make
22 those changes, as well as updating our
23 supporting documentation based on the latest
24 available information. We also perform
25 verification on transportation model,

1 calculating levels of service to finalize our
2 capital improvement program.

3 As a reminder, this plan is a 5, 10, and
4 20-year planning horizon, so some upcoming
5 items to look forward to. January starts our
6 intense stakeholder and public engagement
7 coordination efforts. So we will be going to
8 the city council meetings in January to start
9 the coordination with them regarding a status
10 update of where we are and the roadmap of how
11 we go through the adoption process.

12 We will also be holding a public
13 engagement meeting, so more information on
14 that, but the public will be invited to come,
15 learn more about the process, and provide any
16 input to District staff as we update our plan.

17 February, we are looking to have a draft
18 for review with hopeful March hearing
19 transmittals going to the planning Board, and
20 then the Board of Supervisors and cities
21 accordingly with, once we get it all approved,
22 submittal to the State. As a reminder, this
23 will be going through the full
24 state-coordinated review process, so it's
25 anticipated to be about a 60-day review

1 process.

2 And then I can't do an update without just
3 saying a quick thank you. As you mentioned,
4 this is a lot of work, and a lot of individuals
5 and entities are involved from our utility side
6 to various others that we've been reaching out
7 to. Leadership has been very supportive of,
8 hey, we need pieces and parts and information
9 and data. So thank you to everybody who has
10 provided information on very quick turnarounds
11 for us.

12 With that, are there any questions?

13 VICE CHAIR BARAKAT: Thank you. One quick
14 question, and I know we've got -- the goal by
15 the agreement -- the development agreement
16 we've got a date certain by which we've got to
17 get this done. Are you confident, at this
18 point, that we're on track?

19 MS. LUETZOW: We are currently on
20 schedule, which is much thanks to Lee and to
21 our consultant for keeping us on schedule. But
22 that's -- we have a lot to continue to work
23 through, but right now we are on schedule.

24 VICE CHAIR BARAKAT: Great.

25 MS. KOPELOUSOS: And the development

1 agreement says --

2 MR. AUNGST: Aspirational.

3 MS. KOPELOUSOS: -- gives us a little
4 wiggle room, but we are going to work towards
5 it.

6 VICE CHAIR BARAKAT: Great.

7 MS. KOPELOUSOS: I mean, look, we're going
8 to have it done before the end of the year.
9 That's the goal.

10 VICE CHAIR BARAKAT: Thank you for that,
11 Stephanie. I appreciate that.

12 Any questions -- any questions from the
13 Board?

14 MR. AUNGST: Mr. Chair, I just wanted to
15 say thank you to the whole team, Katherine,
16 Lee, everybody. We spent some time -- I
17 haven't spent nearly as much time as you-all
18 have, but I appreciate you-all walking through
19 the process with me and where you are currently
20 in terms of the topics and the areas, the
21 elements of the comp plan that you're intending
22 to include and revise.

23 It's a huge effort, and it's -- you are
24 doing great work, so I really appreciate it. I
25 would like to just know when we schedule those

1 informational meetings, not necessarily the
2 ones with the city council's. Obviously, I'm
3 very interested in their thoughts and their
4 feedback, but I'd like to, perhaps, attend the
5 public meeting just to kind of observe and see.

6 MS. KOPELOUSOS: Our goal was to do the
7 public meeting the same date as ya'll's Board
8 meeting so that --

9 MR. AUNGST: That would be great.

10 MS. KOPELOUSOS: But that would be in the
11 evening because you need to do public hearings
12 at 5 -- after 5:00, so it's a catch-22.

13 MR. AUNGST: That would be fantastic.
14 Thank you.

15 MS. KOPELOUSOS: Okay.

16 MR. AUNGST: Thank you.

17 MS. ZIEGLER: I'll just echo. I know you
18 have to do a lot of quarterbacking. I think
19 you mentioned that before, and so I appreciate
20 your patience because, again, you're
21 passionate, everyone in here. Every time you
22 guys talk about your jobs, and you take them
23 very seriously, and the passion comes through.
24 And I know there's a lot of details, so I
25 appreciate all the work you're doing.

1 MS. LUETZOW: Thank you.

2 VICE CHAIR BARAKAT: Thank you, Supervisor
3 Aungst, Supervisor Ziegler. Katherine, thank
4 you. And I'll just note, I mean, yeah, just to
5 echo that. I really appreciate the hard work
6 on this. I know there's a lot that has been
7 done, a lot that will continue to be done. I
8 appreciate your extra efforts coordinating your
9 whole team, so please -- please convey thanks.

10 I'm excited to see how this process comes
11 out, and, you know, we're fortunate -- we're
12 fortunate to have on this Board -- I mean, I'd
13 like to thank Supervisor Aungst, in particular,
14 for digging in on this. He wouldn't say this,
15 but I would say he's -- we've got one of the
16 best land-use lawyers in the State of Florida
17 on this.

18 MS. KOPELOUSOS: Amen.

19 VICE CHAIR BARAKAT: And we're
20 fortunate --

21 MR. AUNGST: Thank you, guys.

22 VICE CHAIR BARAKAT: -- and we're
23 fortunate to have his input. So with that, I
24 look forward to seeing where 2025 leads us on
25 that.

1 So with that, we will then move on to
2 agenda item 9.2, which is to set the regular
3 meeting schedule for next year. I thought
4 there -- I thought there might be some interest
5 in changing the Board meeting schedule from
6 Wednesday morning to Thursday or Friday
7 morning. I certainly would have some interest
8 on that front. But, obviously, that's
9 something that needs discussion, that's a big
10 change. To that end, I would like to open the
11 floor now to comments from my fellow Board
12 members.

13 MS. ZIEGLER: I'll defer to each of you.
14 Either works for me. I just do have a question
15 from Stephanie, just from a staffing
16 standpoint. Does either one cause more of an
17 imposition or benefit, or is it indifferent?

18 MS. KOPELOUSOS: There's enough of us to
19 make it work either way.

20 MS. ZIEGLER: Okay.

21 MR. AUNGST: Mr. Chair, so I didn't
22 originally have a conflict, and now I have
23 developed a conflict. So I have a standing
24 work obligation that's going to be the third
25 Wednesdays in 2025, which is the same day that

1 these meetings are held. So I cannot do the
2 third Wednesday.

3 I'm on another District that meets the
4 second Thursdays, but, in February, they are
5 meeting the third Thursday, so if we were to do
6 the third Thursday, I would have a conflict in
7 February.

8 You know, I think Friday mornings
9 generally are always open for me. I don't seem
10 to have regularly scheduled work conflicts or
11 other volunteer duty conflicts with Fridays. I
12 think it could work if it was like the fourth
13 Thursday, I could, I'm sure, make it work.

14 Obviously, I'll make it a priority to be
15 at our meetings, but if we are going to do
16 Thursday, I would say maybe the fourth Thursday
17 or basically any Friday would probably work for
18 me.

19 VICE CHAIR BARAKAT: Okay. And right
20 now -- I should know this, what Thursday --
21 what Wednesday are we on?

22 MS. KOPELOUSOS: We do the fourth
23 Wednesday except for on -- like, we weren't
24 going to do it on Christmas, so we moved it up,
25 and then budget is we have to fit the two in.

1 VICE CHAIR BARAKAT: Okay. And,
2 Supervisor Aungst, your conflict's on -- which
3 Wednesday do you have conflicts?

4 MR. AUNGST: I checked the meeting dates,
5 and it is -- it's the fourth Wednesday.

6 VICE CHAIR BARAKAT: It is the same.

7 MR. AUNGST: It is the same meeting dates
8 that we have scheduled for 2025. So I do have
9 a conflict with that, so I would need to move
10 it.

11 VICE CHAIR BARAKAT: Is that in January,
12 as well?

13 MR. AUNGST: Yes. Yes, let me -- I can
14 pull it up here.

15 VICE CHAIR BARAKAT: I know for me the
16 January meeting date, that Friday takes me out
17 of the country, so I would have to miss. So I
18 guess what I might ask is maybe -- I like the
19 notion of the fourth Friday. It sounds like
20 that is an open date for everybody.

21 What I might suggest, then, is the fourth
22 Thursday as to January, and then the fourth
23 Friday as to the remainder of the year.

24 MS. KOPELOUSOS: So you're recommending
25 January 23rd would be the one, two, three,

1 fourth Thursday?

2 MR. AUNGST: That works for me.

3 MS. KOPELOUSOS: And then going forward,
4 it would be the fourth Friday -- okay. So
5 February, we don't have a fourth Friday.

6 MS. ZIEGLER: I was going to say, I don't
7 think there's enough weeks. I just have a
8 quick -- is there any objection to considering
9 the third Thursday of the -- is there a --

10 MR. AUNGST: I have a YMCA board -- YMCA
11 board meetings that day.

12 MS. ZIEGLER: So the days of the week,
13 Friday was the one that was open because I have
14 Tuesdays --

15 MR. AUNGST: Friday is generally open for
16 me.

17 MS. ZIEGLER: And I have School Board
18 meetings Tuesday, the first and third, so
19 that's out. And Mondays, I think, are a little
20 hectic for staff, I presume.

21 MR. AUNGST: Yeah, let's not do Mondays.

22 VICE CHAIR BARAKAT: So, yeah, it looks
23 like we're zeroing in on Friday mornings.

24 MS. ZIEGLER: We're on too many boards.

25 VICE CHAIR BARAKAT: Yeah.

1 MR. AUNGST: I resemble that remark.

2 VICE CHAIR BARAKAT: Yes.

3 MS. KOPELOUSOS: So February do you want
4 to do the --

5 MR. AUNGST: The 28th?

6 MS. ZIEGLER: Oh, there's four.

7 MS. KOPELOUSOS: I'm sorry, yeah.

8 MS. ZIEGLER: The 28th works, the fourth
9 Friday.

10 MR. AUNGST: Yeah, I'm open on the 28th.

11 VICE CHAIR BARAKAT: Yeah, I think that
12 works.

13 MS. KOPELOUSOS: Okay. So the fourth
14 Friday is set for January, which is the fourth
15 Thursday. Okay.

16 VICE CHAIR BARAKAT: Yes. I think that --

17 MS. KOPELOUSOS: We will advertise it
18 appropriately.

19 MR. AUNGST: Very good.

20 VICE CHAIR BARAKAT: Okay. Good. And I
21 know, yes, obviously, September with the budget
22 is a little different, but we -- yeah, we'll --
23 okay. Got it.

24 MS. ZIEGLER: Do we need this in the form
25 of a motion or no?

1 MS. KOPELOUSOS: No.

2 VICE CHAIR BARAKAT: Oh, December, I
3 guess, do we need to -- sorry, go ahead, Roy.

4 MR. PAYNE: It's not really necessary to
5 do a motion. You can approve this unanimously
6 informally.

7 VICE CHAIR BARAKAT: All right.

8 MS. KOPELOUSOS: Thanksgiving is on the
9 27th, which is a Thursday, so Friday would
10 be --

11 VICE CHAIR BARAKAT: Maybe for the sake of
12 November and December, we call it the third
13 Friday.

14 MR. AUNGST: Yeah. I would just defer to
15 staff for November and December '25 and get
16 back to us.

17 VICE CHAIR BARAKAT: Yeah, fair enough.
18 That's a -- I will accept that friendly --

19 MS. KOPELOUSOS: I'll send you all the
20 dates, and then we're going to have to --
21 because of September, we have to do two, so it
22 will probably be the 12th and the 26th.

23 VICE CHAIR BARAKAT: Okay. Well, I think
24 we've got it. Is that --

25 MS. KOPELOUSOS: It's all good. We're

1 good.

2 VICE CHAIR BARAKAT: As long as you are
3 clear.

4 MS. KOPELOUSOS: We have direction.

5 VICE CHAIR BARAKAT: No, I think we've got
6 it. All right. Well, good, thank you for that
7 lively discussion and thank you, everyone, for
8 hanging in there with me as we try to talk
9 calendar dates out loud. Thank you for that.
10 Very good. I appreciate everyone's
11 collaboration on that.

12 I am looking forward to what should be an
13 exciting year ahead on the Friday except when
14 it's Thursday except when it's November,
15 December and September and at night.

16 Very good. Okay. In that case, it sounds
17 like there is no need for further vote, you
18 said, Roy. So, in that case, we will move on
19 to our final agenda item -- well, I guess prior
20 to adjourning, I would just like to say, you
21 know, thank you, again, just reflecting on the
22 holiday.

23 This is -- we talk about this -- it says
24 on the signs as you drive in, this is the most
25 magical place on earth. This is probably, in

1 my opinion, the most magical time of the year
2 at the most magical place on earth, and it's a
3 wonderful time. It's great to see all the
4 families, particularly enjoying the holiday
5 season, the Christmas season, celebrating
6 Hanukkah with their families, and doing their
7 shopping and enjoying the rides, and all the
8 great things that make this such a special
9 place.

10 And I'm grateful for all of you, as I
11 always am, but particularly this time of year,
12 for all the work you put in to make this a
13 special -- make sure that these experiences for
14 our visitors are as special as they can
15 possibly be, and as safe as they can possibly
16 be. And I hope that in that spirit, all of you
17 will be able to take time to enjoy this
18 Christmas season with your families and your
19 friends and take some time off and enjoy and
20 reflect on what was an eventful year but a very
21 happy year, ultimately, in the District, and
22 look forward to great things ahead.

23 And so I will wish you-all a very merry
24 Christmas, very happy Hanukkah, very happy New
25 Year, and I look forward to a great year ahead.

1 So with that -- with that said, I will
2 entertain a motion to adjourn the meeting.

3 MR. AUNGST: So moved.

4 VICE CHAIR BARAKAT: Second? In that
5 case, let the record -- well, all those in
6 favor, say aye.

7 THE BOARD: Aye.

8 VICE CHAIR BARAKAT: All opposed? Hearing
9 none, let the record reflect the motion passes
10 unanimously. With that, I adjourn the December
11 18th meeting of the Central Florida Tourism
12 Oversight Board at 11:18 a.m., and we will see
13 you in 2025. Thank you.

14 (Time ended 11:18 a.m.)

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C E R T I F I C A T E

STATE OF FLORIDA
COUNTY OF ORANGE

I, TARA K. SLOCUM, RPR, CRR, CSR, Court Reporter and Notary Public, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

Dated this 16th day of January 2025.



TARA K. SLOCUM, RPR, CRR, CSR

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 6.2**

Board Meeting Date: 1/23/2025

Subject: Non-Exclusive Temporary Easement w/Permanent Easement – Duke Energy Florida, Inc.

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve of Agenda Item #6.2 Non-exclusive temporary easement with permanent easement for Duke Energy Florida, LLC

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND: Duke Energy Florida, LLC. is requesting permission to construct and install underground power utility lines and appurtenant underground facilities within the portion of District property located within Exhibit A of the easement. This installation will be connected to existing infrastructure of Duke Energy Florida, LLC. that currently is present in the District's property. The temporary easement outlines terms and conditions and is also accompanied by the permanent easement which shall be completed upon construction completion.

FINDINGS AND CONCLUSIONS: The non-exclusive easement provides a mechanism to grant third party use of District property, establishing terms and provisions of that use.

FISCAL IMPACT: N/A – Installation and any future relocation shall be at Duke Energy Florida, LLC. sole cost and expense.

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This agenda item has been reviewed by the District General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS: See attached Temporary Construction Easement.

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**, 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**”).

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 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, 2025**. 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 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 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 Central Florida Tourism Oversight 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
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: District Administrator

With a copy to: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: Legal Counsel

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, a public corporation and public body corporate and politic of the State of Florida

_____ (Signature)

_____ (Print Name)

_____ (Signature)

_____ (Print Name)

By: _____ (Signature)
S. C. Kopelousus, District Administrator

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 _____, 2025, by **S. C. Kopelousus, Jr.**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT 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]

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)

_____ (Print Name)

Its: _____ (Title)

Dated: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____, as _____ of _____, a _____ of the State of Florida, on behalf of the company. He is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Temporary Easement Area

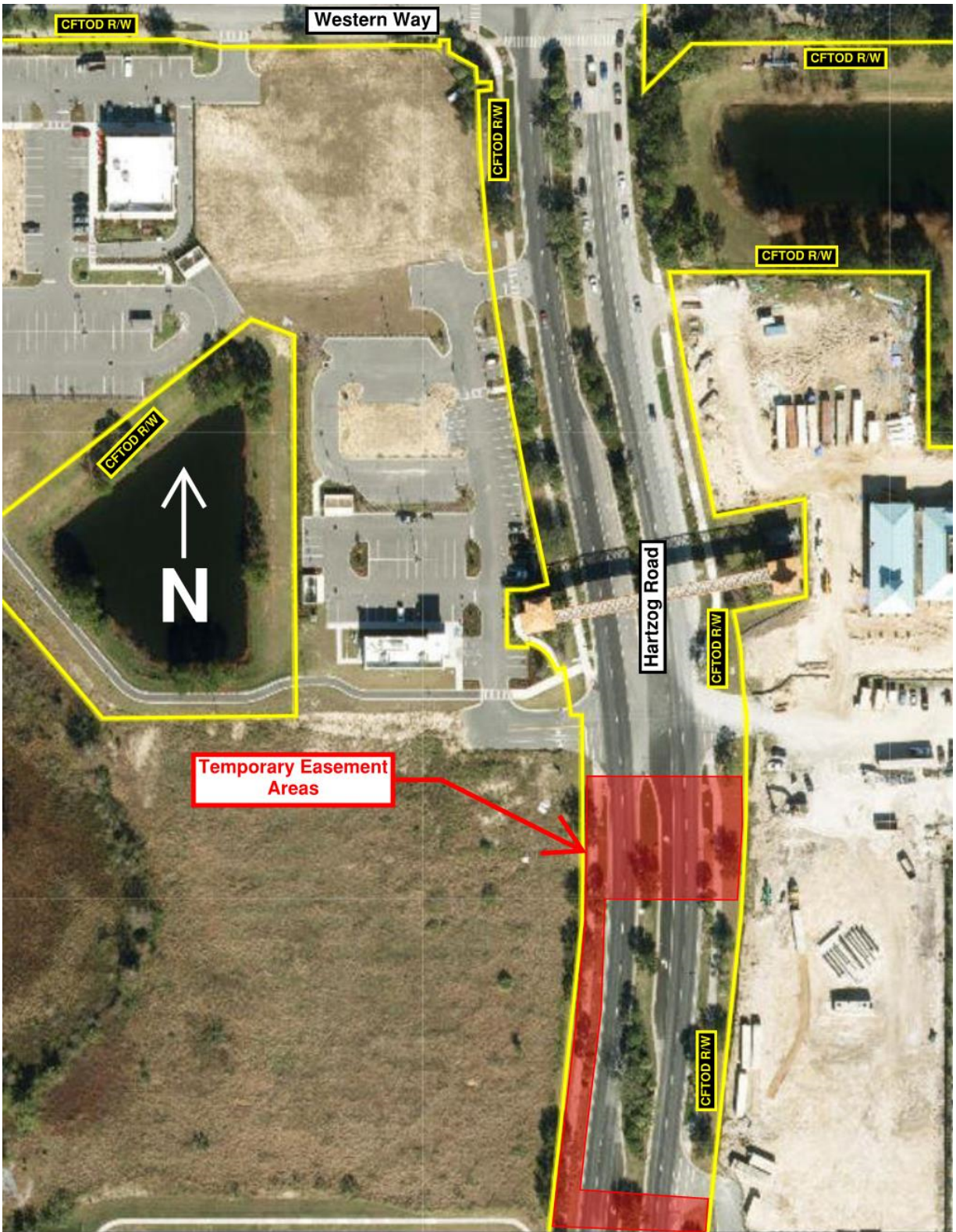


EXHIBIT "B"

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 Central Florida Tourism District (hereinafter "CFTOD") 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 CFTOD'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 CFTOD. Permittee is responsible for obtaining these approvals/permits, if applicable. Copies of any such permits shall be provided to CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD 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 CFTOD property shall be restored to its original condition in keeping with CFTOD specifications and in a manner satisfactory to CFTOD.
7. Plans for the installation shall conform to CFTOD'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 CENTRAL FLORIDA TOURISM OVERSIGHT 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 _____. CFTOD 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, CFTOD 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 CFTOD’s construction work, to coordinate with CFTOD before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with CFTOD and with CFTOD’s contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of CFTOD or CFTOD’s contractor(s). Permittee further agrees to defend any legal claims of CFTOD or CFTOD’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 CFTOD’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 CFTOD and CFTOD’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 CFTOD 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 CFTOD, shall be found not to be in compliance with CFTOD 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 CFTOD’s prior written consent.
20. CFTOD 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: _____
CFTOD 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 CFTOD 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:

Central Florida Tourism Oversight District
Post Office Box 10170
Orlando, 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 **CENTRAL FLORIDA TOURISM OVERSIGHT 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 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 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 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 Grantee'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 Grantor, 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 Indemnatee or Indemnitees, without any obligation on the part of Grantor or such Indemnatee 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: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: District Administrator
Facsimile: (407) 934-6200

With a copy to: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: Legal Counsel
Facsimile: (407) 828-4311

Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: Planning & Engineering

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:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT,
a public corporation and public body corporate and politic of the State of Florida

(Signature)

(Print Name)

(Address)

By: _____ (Signature)
S. C. Kopelousos, District Administrator

Dated: _____

(Signature)

(Print Name)

(Address)

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 **S. C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT 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]

WITNESSES TO GRANTEE:

DUKE ENERGY FLORIDA LLC, a Florida Limited Liability Company Inc., d/b/a DUKE ENERGY

_____ (Signature)

By: _____ (Signature)

_____ (Print Name)

Its: Manager, Land Services Distribution ROW

_____ (Address)

_____ (Print Name)

_____ (Signature)

Dated: _____

_____ (Print Name)

_____ (Address)

_____ (Address)

STATE OF FLORIDA
COUNTY OF _____

The foregoing Easement Agreement was acknowledged before me by means of physical presence or online notarization, 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.

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 Easement Area

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 6.3**

Board Meeting Date: 1/23/2025

Subject: Non-Exclusive Temporary Easement w/Permanent Easement – Walt Disney Parks & Resorts U.S., Incorporated

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #6.3 Non-exclusive temporary easement with permanent easement with Walt Disney Parks & Resorts U.S., Inc. for underground communication lines and facilities

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND: Walt Disney Parks & Resorts U.S., Inc. is requesting permission to construct and install underground communication lines and appurtenant underground facilities within the portion of District property located within Exhibit A of the easement. This installation will be connecting to existing infrastructure of Walt Disney Parks & Resorts U.S., Inc. that currently is present in the District's property. The temporary easement outlines terms and conditions and is also accompanied by the permanent easement which shall be completed upon construction completion.

FINDINGS AND CONCLUSIONS: The non-exclusive easement provides a mechanism to grant use of District property, establishing terms and provisions of that use.

FISCAL IMPACT: N/A – Installation and any future relocation shall be at Walt Disney Parks & Resorts U.S., Inc. sole cost and expense.

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This agenda item has been reviewed by the District General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS: See attached Temporary Construction Easement.

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“**Temporary Easement Agreement**”) is made as of the Effective Date (as hereinafter defined) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 (“**Grantor**”), and **WALT DISNEY PARKS AND RESORTS U.S. INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attention: Legal Department – Real Estate (“**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 “**Work**”); 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 Work is located, subject to the terms and conditions set forth below.

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

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

2. Grant and Use of Easement. Grantor grants to Grantee a non-exclusive temporary easement (this “**Easement**”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on the date (the “**Termination Date**”) which is the earlier of (i) the date that Grantor and Grantee execute a permanent easement agreement for the Work in accordance with Section 3 hereof, or (ii) **December 31, 2025**. 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 Work, 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 Work 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 Work placed by way of this Temporary Easement Agreement lie within the Easement Area (if applicable). The legal description for the Permanent Easement shall be based upon the Survey and shall not exceed ten (10) feet in width. The Permanent Easement shall be recorded in the public records of Orange County, Florida.

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

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

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

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

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

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

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

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

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 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.

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 Central Florida Tourism Oversight 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:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard, P.O. Box 690519 Orlando, Florida 32869-0519 Attn: District Administrator
With a copy to:	Central Florida Tourism Oversight District 1900 Hotel Plaza Boulevard, P.O. Box 690519 Orlando, Florida 32869-0519 Attn: Legal Counsel
If to Grantee:	Walt Disney Parks and Resorts U.S., Inc. 1375 Buena Vista Drive, Post Office Box 10000 Lake Buena Vista, Florida 32839 Attn: Chief Counsel – Legal Department

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:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, a public corporation and public body corporate and politic of the State of Florida

_____ (Signature)

By: _____ (Signature)

_____ (Print Name)

S. C. Kopelousos, 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 _____, 2025, by **S. C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT 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]

WITNESSES TO GRANTEE:

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

_____ (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 _____, 2025, by _____, as _____ of **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, on behalf of the company. He/She is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Description of Temporary Easement Area (1 of 4)

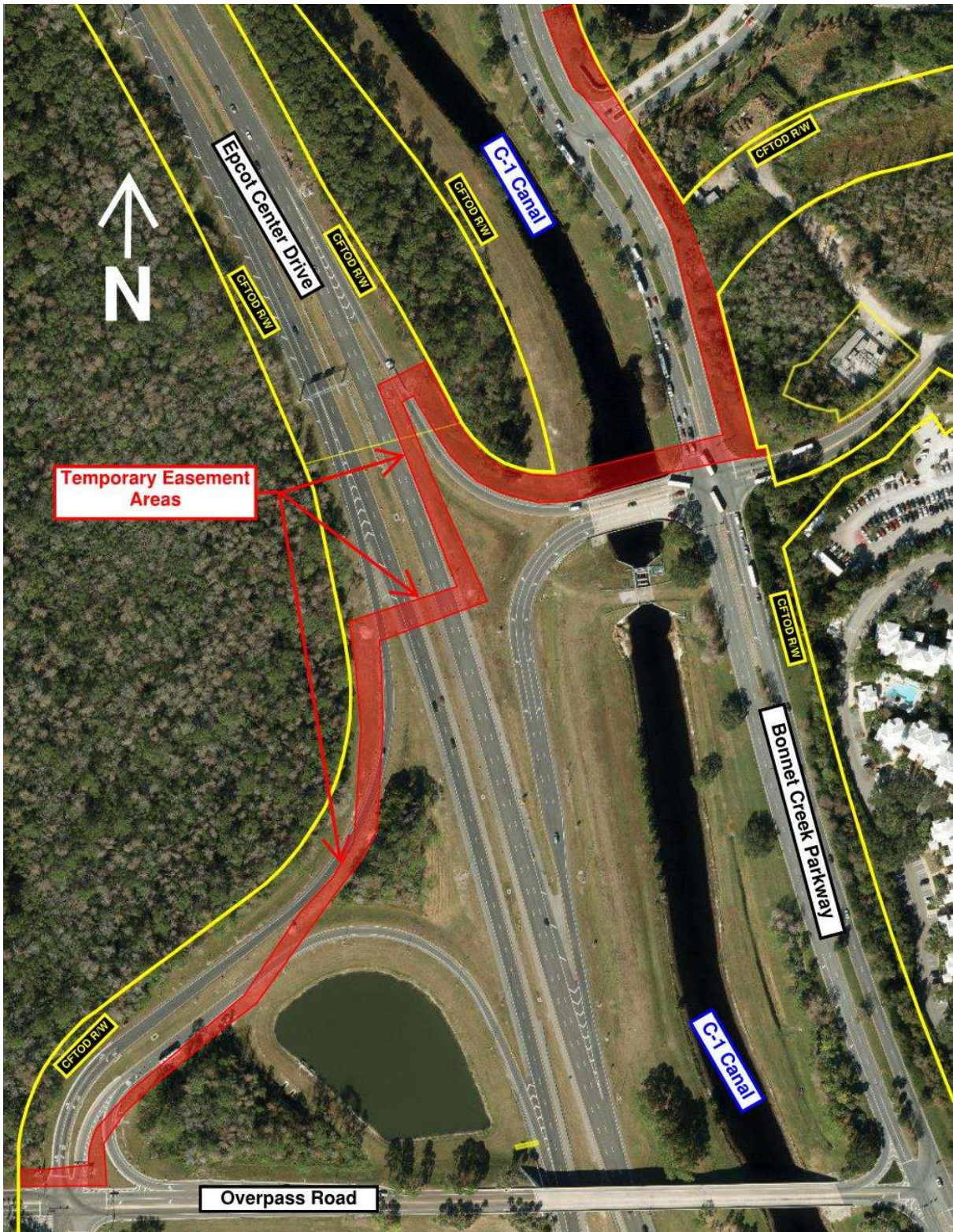


EXHIBIT "A"

Description of Temporary Easement Area (2 of 4)

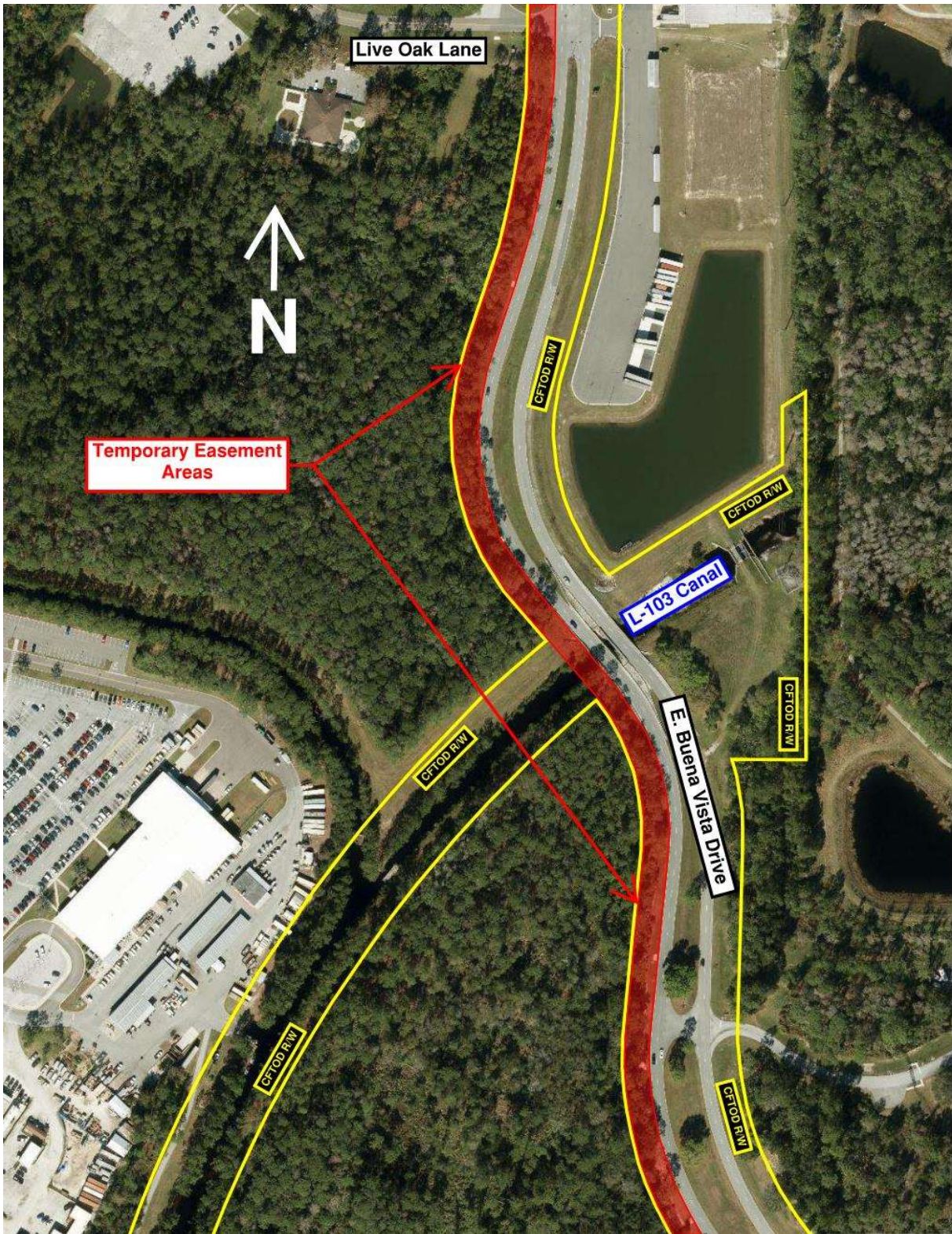


EXHIBIT "A"

Description of Temporary Easement Area (3 of 4)

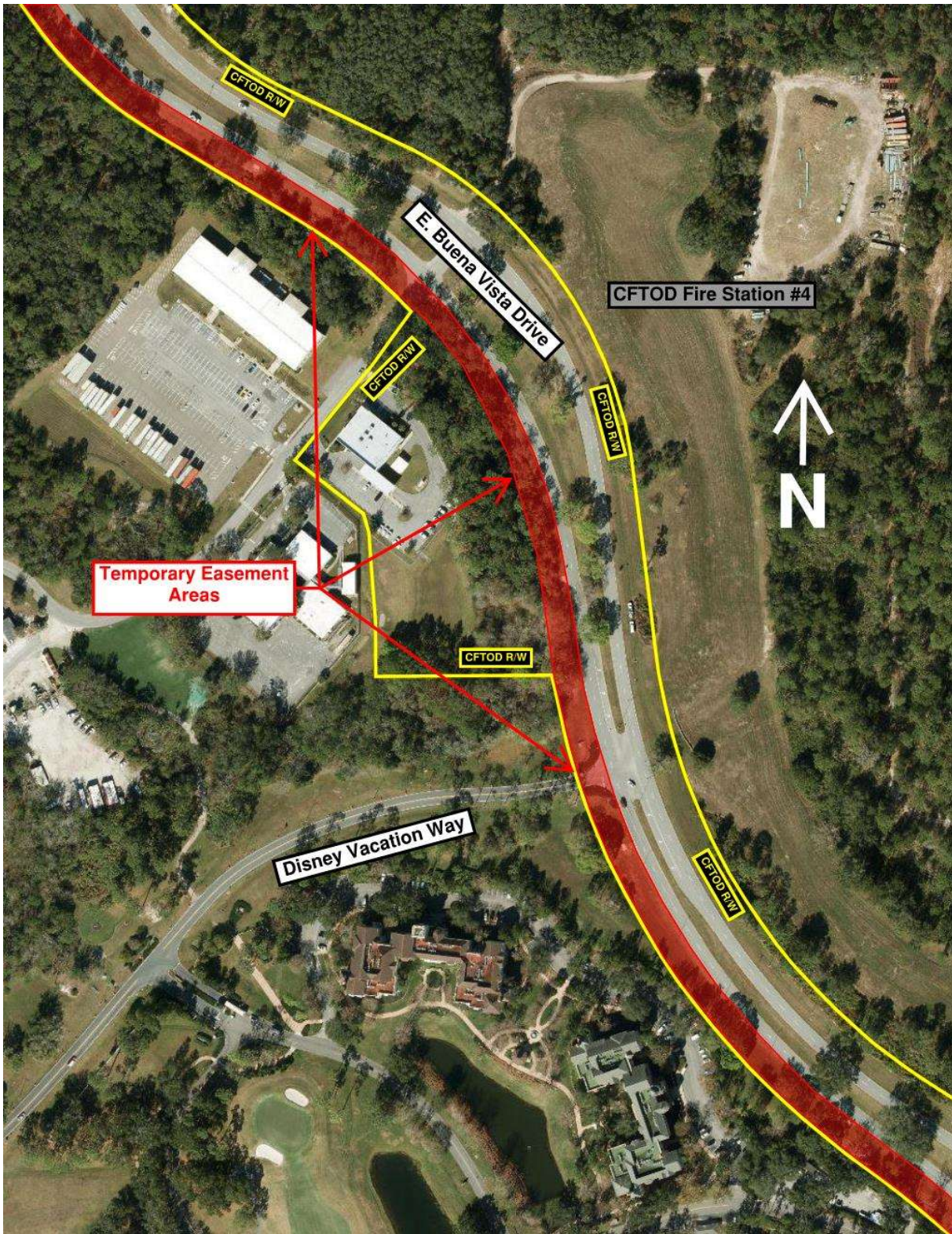


EXHIBIT "A"

Description of Temporary Easement Area (4 of 4)

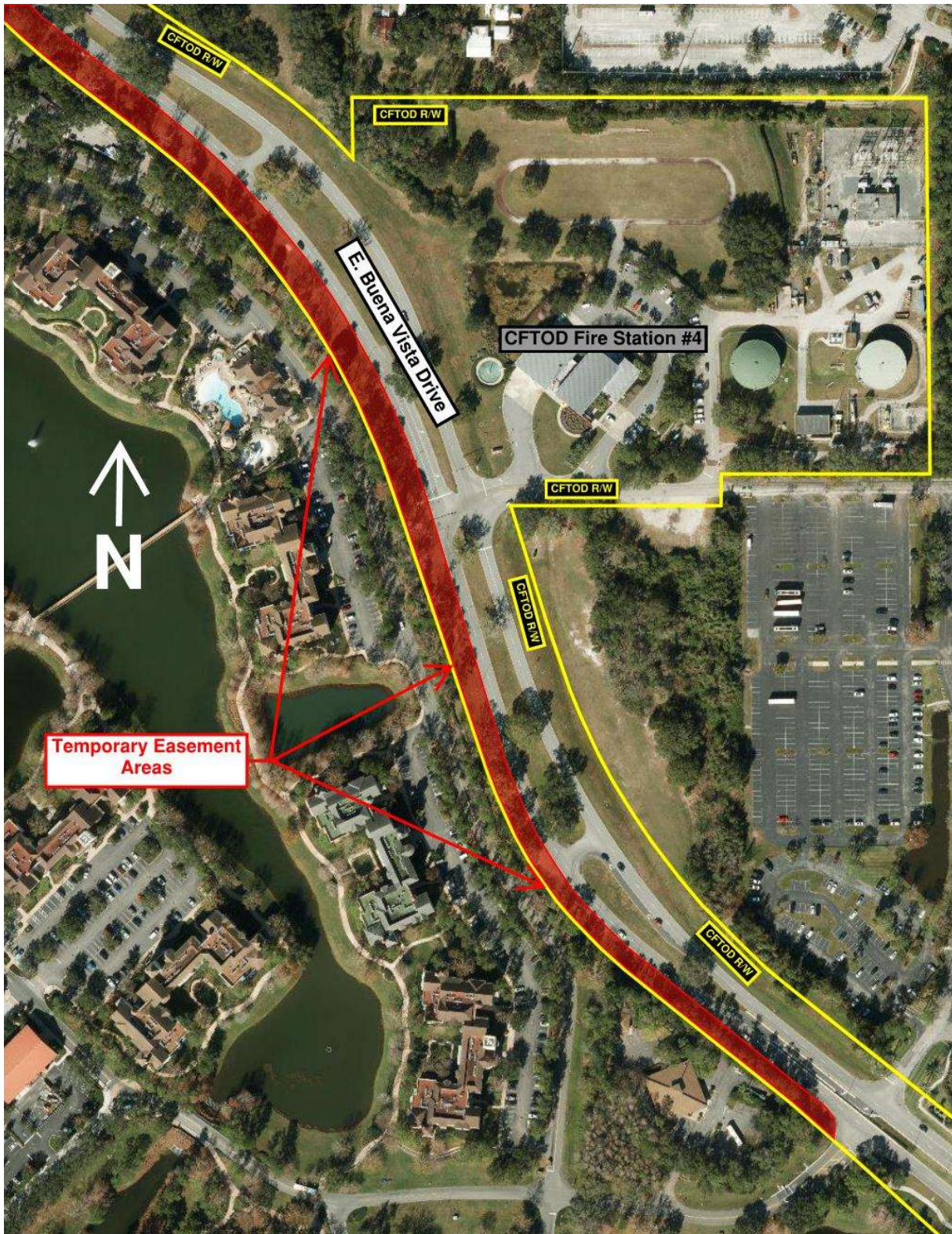


EXHIBIT "B"

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 Central Florida Tourism Oversight District (hereinafter "CFTOD") 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 CFTOD's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1920 East Buena Vista Drive, 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 CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD 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 CFOD property shall be restored to its original condition, to the extent practicable, in keeping with CFTOD specifications and in a manner satisfactory to CFTOD.
7. Installations shall conform to CFTOD's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to CFTOD'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 CFTOD), 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 CFTOD. 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 CFTOD 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 CFTOD's construction work, to coordinate with CFTOD before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with CFTOD and with CFTOD's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of CFTOD or CFTOD's contractor(s). Permittee further agrees to defend any legal claims of CFTOD or CFTOD'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 CFTOD 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 CFTOD. Permittee shall cooperate with CFTOD 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 CFTOD. 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 CFTOD 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 CFTOD, shall be found not to be in compliance with CFTOD'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 CFTOD 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 CFTOD) for location (horizontally and vertically) of existing facilities within CFTOD's corridor.
 - b) Permittee further covenants and agrees that it shall indemnify, hold harmless and defend CFTOD, 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 CFTOD.
- 19. This Permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without CFTOD's prior written consent.
- 20. CFTOD 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:

CFTOD 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 CFTOD sign identification number must be provided to CFTOD.

NOTE: The Central Florida Tourism Oversight District (CFTOD) 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 CFTOD has also adopted the signage standards specific to CFTOD. All proposed signage must be reviewed and approved by the CFTOD 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 CFTOD 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:

Central Florida Tourism Oversight District
Post Office Box 690519
Orlando, Florida 32869-0519
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 **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 ("**Grantor**") and **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830 ("**Grantee**").

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Easement Area**"), for the purpose of: (i) _____ (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 Grantor, 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: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: District Administrator

With a copy to: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: Legal Counsel

If to Grantee: Walt Disney Parks And Resorts U. S., Inc.
1375 Buena Vista Drive, Post Office Box 10000
Lake Buena Vista, Florida 32839
Attn: Chief Counsel – Legal Department

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 Permanent Easement Agreement effective as of the date on which the last of Grantor or Grantee executed this Permanent Easement Agreement, as indicated below (the “**Effective Date**”).

WITNESSES TO GRANTOR:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT,
a public corporation and public body corporate and politic of the State of Florida

(Signature)

(Print Name)

(Address)

By: _____ (Signature)
S. C. Kopelousos, District Administrator

Dated: _____

(Signature)

(Print Name)

(Address)

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 **S. C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT 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]

WITNESSES TO GRANTEE:

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

_____ (Signature)

_____ (Print Name)

_____ (Address)

_____ (Signature)

_____ (Print Name)

_____ (Address)

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 **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, on behalf of the company. He is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

Description of Permanent Easement Area

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 6.4

Board Meeting Date: 1/23/2025

Subject: First Amendment to Utility Agreement with GPAI Groves, LLC

Presented By: Jason Herrick, Director, Public Work

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #6.4 First Amendment to Utility Agreement with GPAI Groves, LLC

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND: In 2022, the Central Florida Tourism Oversight District (CFTOD) entered into an agreement with GPAI Groves, LLC (Owner) to establish the terms and conditions for the continued provision of potable water and wastewater services to the apartment complex formerly known as Vista Way Apartments, which the Owner had recently purchased from Walt Disney Parks and Resorts (WDPR). The complex is now known as Emerald Groves Apartments and is the only CFTOD utility customer located on the east side of Interstate-4.

The original agreement required the Owner to connect the apartment complex to Orange County Utilities (OCU) central utility systems within twenty-four (24) months of the agreement's effective date. At the Owner's request, this First Amendment to the agreement includes the following modifications:

1. **Extension of Service:** Requires CFTOD to continue providing utility services until January 1, 2040, after which the Owner must fully transition to OCU utility service.
2. **Condition Monitoring:** Requires the Owner to provide CFTOD with a video inspection of the wastewater gravity line under I-4 to confirm its operable condition at the time of the First Amendment's execution, as well as on the fifth and tenth anniversaries of the First Amendment's effective date.
3. **Repair Obligations:** Requires the Owner to cover any repair costs for the service lines under I-4 throughout the duration of the agreement.
4. **Relocation Costs:** Requires the Owner to bear the cost of relocating the service lines if roadway work by the Florida Department of Transportation (FDOT) necessitates such relocation during the agreement's term.

This First Amendment ensures continued utility service while addressing operational requirements and infrastructure responsibilities during the transition to OCU.

FINDINGS AND CONCLUSIONS:

1. The First Amendment effectively mitigates CFTOD's risk by requiring the Owner to:
 - Conduct periodic video inspections of the wastewater gravity line under I-4 to confirm its operable condition at the time of execution and on the fifth and tenth anniversaries of the First

Amendment.

- Cover all costs associated with repairs to the service lines under I-4 for the duration of the agreement.
- Assume responsibility for all relocation costs related to roadway work performed by the Florida Department of Transportation (FDOT).
- By shifting all future maintenance and relocation obligations to the Owner, CFTOD eliminates potential financial and operational liabilities associated with the service lines under I-4.
- This approach ensures that the infrastructure supporting the Emerald Groves Apartments is maintained without burdening CFTOD, while also providing a clear pathway for the Owner to transition utility services to OCU by the established deadline.

The First Amendment aligns with sound utility management practices by protecting CFTOD's interests, reducing long-term risks, and upholding the terms necessary for a successful service transition to OCU.

FISCAL IMPACT: N/A – All future costs associated with maintaining the infrastructure under I-4 will be borne by the Owner.

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This agenda item has been reviewed by the District General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS:

- Original Utility Agreement with GPAI Groves, LLC
- First Amendment to Utility Agreement with GPA Groves, LLC.

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Jeffrey Buak, Esquire
Foley & Lardner LLLP
301 E. Pine Street
Orlando, FL 32801

Reference: Parcel ID #s 27-23-28-0000-00-035
27-24-28-0000-00-036
27-24-28-0000-00-041
27-24-28-0000-00-052

FIRST AMENDMENT TO UTILITY AGREEMENT

[Wastewater and Water service]

THIS FIRST AMENDMENT TO UTILITY AGREEMENT (this “**First Amendment**”) is made and entered into this ___ day of October, 2024 (the “**Effective Date**”), by and between **CENTRAL FLORIDA TOURIST OVERSIGHT DISTRICT** (successor to 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, FL 32830 (the “**CFTOD**”) and **GPAI GROVES, LLC** A Delaware limited liability company, whose mailing address is 4582 S. Ulster St. Parkway, Suite 1200, Denver, Colorado 80237 (“**Owner**”). The CFTOD and Owner may also be referred to individually as a “**Party**” or collectively as the “**Parties.**”

W I T N E S S E T H:

WHEREAS, CFTOD and Owner entered into that certain Utility Agreement, dated March 2022, which was recorded on March 3, 2022, in the Public Records of Orange County, Florida, having DOC # 20220146472 (the “**Agreement**”); and

WHEREAS, CFTOD and Owner desire to amend the Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CFTOD and Owner agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are incorporated herein. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement, as amended hereby.

2. Wastewater and Water Service. Notwithstanding anything in the Agreement to the contrary, CFTOD has agreed to continue to provide Services to the Property, until January 1, 2040 (and the definition of “**Transition Date**” as set forth in the Agreement is hereby amended to contemplate such extension), unless Services are terminated due to the fact that Owner has completed the Transition of Services prior to the Transition Date. The pipes which serve and

benefit the Property and run beneath the right of way for Interstate 4 consist of a 12 inch potable water line and a 12 inch gravity sewer line, “**Service Pipes.**” As a condition of this First Amendment, Owner will provide two video recordings to CFTOD showing that the gravity sewer line, “**Gravity Pipe,**” is in good and operable condition prior to lining and then a second video recording following the lining of the pipe. As a continuing obligation under this Agreement, Owner will provide a video recording of the Gravity Pipe to CFTOD on the fifth and tenth anniversary dates of the Effective Date of this First Amendment, for CFTOD’s review. Subject to the conditions of this Paragraph, District hereby consents to the Owner’s video recordings of the Gravity Pipe. Prior to conducting any video recording, Owner will submit the plans for same, along with a schedule, for the District’s review and approval. Owner is responsible for obtaining a permit from the Florida Department of Transportation, “**FDOT,**” if required for accessing the Gravity Pipe beneath FDOT right of way. District will provide reasonable access to the Gravity Pipe for the video recording through a manhole, “**Manhole,**” located as depicted on Exhibit “A”, the same being attached hereto and incorporated into this Agreement by this reference. District will direct and control the manner and means by which Owner accesses the Manhole. Subsections (a) and (b) of Paragraph 4, below apply the Owner’s conduct of video recording work under this Paragraph. If, at any time during the term of this Agreement, CFTOD determines that the Service Pipes are not in good and operable condition, CFTOD will notify Owner of the deficiency(ies) and the estimated cost of necessary repair(s). Owner will within thirty (30) days following notice (the “**Cure Period**”) enter into an agreement to have the repairs or deficiency(ies) corrected. If Owner does not take corrective action within the Cure Period CFTOD will conduct such repair(s) and then invoice Owner for costs incurred, Owner will pay the invoice within thirty (30) days after receipt, failing which, Owner will be in default of this Agreement and the full amount of the invoice will constitute a lien against the Property to be recorded and enforced as provided by Florida law. If the Florida Department of Transportation, “**FDOT,**” requires relocation of the Service Pipes prior to the Transition Date, Owner will either (i) complete the Transition of Services within the timeframe designated by FDOT, or such other governmental entity, as the date by which the Service Pipes must be relocated or abandoned, “**Relocation Date,**” or (ii) pay the entire cost of relocating the Service Pipes, “**Relocation Work,**” in the location and manner approved by FDOT and CFTOD. If Owner chooses to pay the cost of the Relocation Work, CFTOD will provide written notice of the estimated cost, “**Estimated Cost,**” of said Relocation Work, to Owner and Owner will pay CFTOD the Estimated Cost within thirty (30) days. CFTOD will deposit the funds in a separate account and will use the funds solely to fund the Relocation Work. If Owner fails to pay the Estimated Cost within said thirty (30) day period, the Relocation Work will not be conducted and this Agreement, and associated Service to the Property, will terminate on the Relocation Date. Owner will be responsible to complete the Transition of Services prior to the Relocation Date, so that Service to the Property is not interrupted. Subject to CFTOD’s satisfaction, in all material respects, of its obligations and conditions precedent to be performed by CFTOD for effecting the Relocation Work, if Owner does not complete the Transition of Services prior to the Relocation Date, other than as a result of a Force Majeure Event (defined in Section 10 of the Agreement) and District determines in its sole discretion to continue to provide Service to the Property, then, in addition to CFTOD’s rights under Section 4.2 of the Agreement and CFTOD’s right to seek and obtain a judgment and/or order for specific performance, Owner will pay CFTOD Two Hundred Fifty Dollars (\$250.00) per day as “liquidated damages” for District’s provision of said Service to the Property after the Relocation Date. Such payments will be made monthly in arrears on or before the fifth (5th) day of each month for the preceding month, which

amount shall be in addition to all other fees otherwise due and payable under the Agreement and this First Amendment. The Parties acknowledge and agree that it would be extremely difficult, if not impossible, to ascertain with certainty the damages which would be sustained by CFTOD due to the Transition of Services failing to occur by the Relocation Date, including delays in construction of an FDOT project, and consequently, the Parties have agreed upon the foregoing amount as fair and reasonable compensation to CFTOD. Owner agrees that its obligation to pay such liquidated damages shall not be considered a penalty pursuant to applicable laws. Upon completion of the Relocation Work, CFTOD will finalize the actual costs incurred, "Final Cost." If the Final Cost is more than the Estimated Cost, CFTOD will invoice Owner and Owner will pay the invoice within thirty (30) days, failing which the Owner will be in default of this Agreement the full amount of the invoice will constitute a lien against the Property to be recorded and enforced as provided by Florida law. If the Final Cost is less than the Estimated Cost, CFTOD will return the excess funds to Owner within thirty (30) days.

3. Owner to Line Gravity Pipe. Owner has requested permission from the District to "line" the Gravity Pipe, "**Work**," in order to ensure its continued functionality through the term of this Agreement. Subject to the conditions of this Paragraph, District hereby consents to the Work. Owner will initiate construction of the Work within thirty (30) after the District approves the construction plans for the Work and issues a corridor utilization permit, (including approval of any required MOT or construction staging activities) or the Florida Department of Transportation, "**FDOT**," issues a utility permit for the Work in FDOT right of way, whichever is later. During the term of this Agreement, District will provide reasonable access to the Gravity Pipe through the Manhole. District will direct and control the manner and means by which Owner accesses the Manhole.

(a) Indemnification: Owner (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 Central Florida Tourism Oversight 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 the Work. Owner's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Agreement as to events which occurred prior to such expiration or termination.

(b) Insurance. Owner's contractor(s) for the Work will carry the following insurance:

(i) 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 District from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Owner hereunder or from or out of any act or omission of Owner and Owner's agents or contractors and their related, affiliated and subsidiary companies

and the officers, directors, agents, and employees of each, which insurance shall name District as additional insured (the “**Additional Insured**”); and

(ii) 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.

(iii) 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 District. Upon District’s written request, certificates of insurance, together with copies of the binding endorsements identifying the Additional Insured, shall be furnished to District. In the event of any cancellation or reduction of coverage, Owner shall ensure it’s contractor(s) obtain substitute coverage as required hereunder, without any lapse of coverage to District.

4. Waiver of Default and Payment of Fees. To the extent either Party is in default of the Agreement as of the date of this First Amendment, such default shall be waived in furtherance of the intentions of this First Amendment. Additionally, CFTOD hereby agrees to waive fees otherwise due and payable from Owner pursuant to Section 3.4 of the Agreement from and after the Designated Date until the Transition Date (as amended hereby). The waivers provided hereunder shall not be deemed to be a waiver of any subsequent default or breach. In particular, the fees under Section 3.4 will be applicable to any provision of Service for each day after the Transition Date (as amended hereby). Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the Parties hereto.

5. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same First Amendment. Scanned signatures delivered by electronic mail in a “.pdf” format data file, and electronic signatures (such as DocuSign), shall be an acceptable form of delivery and acceptance of this First Amendment.

6. Conflicts. Except as specifically hereby amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall govern and control. From and after the date hereof, all references to the Agreement shall be deemed to refer to the Agreement as amended by this First Amendment.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Effective Date.

“CFTOD”

CENTRAL FLORIDA TOURIST OVERSIGHT DISTRICT, a public corporation and public body corporate and politic of the State of Florida

_____ (Signature) By: _____ (Signature)

S.C. Kopelousos, District Administrator

_____ (Print Name)

Date: _____

_____ (Signature)

_____ (Print Name)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing Agreement was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025, by _____, as District Administrator of the **CENTRAL FLORIDA TOURIST OVERSIGHT DISTRICT** a public corporation and public body corporate and politic of the State of Florida, on behalf thereof, who is personally known to me or presented _____ as identification. (Set forth type of identification presented, if applicable).

Signature of Notary Public-State of Florida

(AFFIX STAMP)

“OWNER”

GPAI GROVES, LLC,
a Delaware limited liability company

_____ (Signature) By: _____ (Signature)

Name: _____

_____ (Print Name) Title: _____

Date: _____

_____ (Signature)

_____ (Print Name)

STATE OF _____

COUNTY OF _____

The foregoing First Amendment was acknowledged before me on this _____ day of _____, 2025, by _____, as _____ of GPAI Groves, LLC a Delaware limited liability company, on behalf thereof.

Signature of Notary Public-State of _____

(AFFIX STAMP)

**CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 6.5****Board Meeting Date: 1/23/2025**

Subject: Non-Exclusive Permanent Utility Easements – Orange County

Presented By: Jason Herrick, Director, Public Work

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #6.5 Non-exclusive permanent easements to Orange County for utility infrastructure maintenance along Western Way and Hartzog Road

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND: In 2019, during the construction of the Western Way extension from Flamingo Crossings (Flagler Avenue) to Avalon Road, Walt Disney Parks and Resorts (WDPR) reimbursed the Central Florida Tourism Oversight District (CFTOD) for the costs associated with constructing potable water, reclaimed water, and wastewater infrastructure. This infrastructure was designed to serve the new college housing development located on Western Way and Hartzog Road.

The college housing development falls within the Orange County Utilities (OCU) service area. Per OCU's rules and regulations, developers are required to design and construct the necessary utility infrastructure to connect new developments to the County's central utility systems. Upon completion, this infrastructure must be donated and dedicated to OCU for ownership, operation, and maintenance.

The two easements presented are necessary to formalize the dedication of this utility infrastructure, granting Orange County the right to access and maintain the facilities located beneath the Western Way and Hartzog Road rights-of-way. These easements are accompanied by a Bill of Sale transferring ownership of the utility infrastructure to Orange County.

FINDINGS AND CONCLUSIONS:

1. The potable water, reclaimed water, and wastewater infrastructure serving the college housing development along Western Way and Hartzog Road were constructed in compliance with Orange County Utilities (OCU) standards.
2. In accordance with OCU's rules and regulations, easements must be granted to provide Orange County Utilities with legal access to the infrastructure located beneath the Western Way and Hartzog Road rights-of-way for inspection, maintenance, and repairs.
3. The two easements are necessary to facilitate the dedication and transfer of utility infrastructure to OCU, as they ensure continued operational oversight and compliance with OCU service area requirements.
4. Granting these easements is a prerequisite for transferring ownership of the infrastructure through the associated Bill of Sale, ensuring a seamless transition of responsibility to Orange County Utilities.

Based on these findings, it is recommended that the Board approve the easements to allow Orange County Utilities access to the infrastructure as required by their rules and regulations.

FISCAL IMPACT: N/A – The utility infrastructure has previously been constructed by CFTOD and paid for by WDPR under a separate reimbursement agreement.

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This agenda item has been reviewed by the District General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS: See attached two Permanent Construction Easements.

Prepared By and Record and Return to:
Central Florida Tourism Oversight
District Post Office Box 690519
Orlando, Florida 32869
Attn: Planning & Engineering

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rule 12B-4.014(10), F.A.C.

NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AGREEMENT (the “**Easement Agreement**”) is made as of the Effective Date (as defined below) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT** formerly 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 690519, Orlando, Florida 32869 (“**Grantor**”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (“**Grantee**”).

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Facilities or this Easement Agreement and any and all hazardous spills, fires, or other environmental hazards on the Easement Area or the Property caused by Grantee, or Grantee's Representatives while working on behalf of Grantee, or in any way resulting from Grantee's repair, replacement, maintenance, or operation of the Facilities;

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

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

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

7. **Condition of Easement Area; Indemnity.** Grantee acknowledges that it (i) had the opportunity to physically inspect the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto. To the extent permitted by Florida law,

including, but not limited to, Section 768.28, Florida Statutes (or any successor law), the parties agree to (a) hold the other harmless from the negligent acts or omissions of itself, its officers, employees, or agents, arising out of this Easement Agreement. Neither party shall be liable for the negligent acts or omissions of the other party. Neither Grantor nor Grantee shall, by virtue of entering into this Easement Agreement, waive their individual right to sovereign immunity or the sovereign immunity limits established by Florida law.

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

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

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

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

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

10. No Warranty: Entire Agreement. Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Easement Agreement or the Easement Area, other than as may be set forth in this Easement Agreement. This Easement Agreement embodies the entire understanding of the parties, and supersedes all prior discussions and agreements between the parties, and there are no further or other agreements or understandings,

written or oral, in effect between the parties relating to the subject matter of this Easement Agreement. This Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties, in the same manner as executed below. Notwithstanding anything to the contrary set forth in this Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and Grantor shall have no liability or obligation for or with respect to damage to any of Grantee's Facilities unless due to the negligent or willful acts or omissions of Grantor, or Grantor's employees, agents, contractors, guests, invitees or licensees.

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

If to Grantor: Central Florida Tourism Oversight District
P.O. Box 690519
Orlando, Florida 32869
Attn: District Administrator

With a copy to: Central Florida Tourism Oversight District
P.O. Box 690519
Orlando, Florida 32869
Attn: Legal Counsel

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

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, a public corporation

(Signature)

(Print Name)

(Address)

By: _____ (Signature)
S.C. Kopelousos, District Administrator

(Signature)

(Print Name)

(Address)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Easement Agreement was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20____, by **S.C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation, on behalf thereof, and who is personally known to me.

(AFFIX STAMP)

Signature of Notary Public-State of Florida

Printed Notary Name

My Commission Expires:

ORANGE COUNTY

By: Board of County Commissioners

By: _____

Jerry L. Demings

Orange County Mayor

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

By: _____
Deputy Clerk

Printed Name

EXHIBIT "A-1"

Potable Water Easement Area

[see attached sketch of description 10JG21022 totaling six (6) pages]

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063:


DESCRIPTION

24" POTABLE WATER MAIN EASEMENT

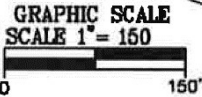
A parcel of land lying in Sections 19 and 20, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 19, run along the East line of the Southeast 1/4 of said Section 19, N 00°23'01" E, 1187.47 feet; thence run along the South line of the North 150.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 19, S 89°10'50" W, 988.05 feet to a point on the Easterly right of way line of Avalon Road as described in Official Records Book 402, Pages 312, 353 and 357 of the Public Records of Orange County Florida; thence run along the said line following two courses; N 19°26'06" E, 213.06 feet to the Point of Beginning; thence N 19°26'06" E, 20.00 feet; thence S 71°50'30" E, 16.34 feet; thence S 37°25'50" E, 29.14 feet; thence S 86°05'56" E, 230.11 feet; thence N 86°55'17" E, 215.33 feet; thence N 74°28'05" E, 207.37 feet; thence N 66°21'33" E, 81.87 feet; thence N 57°51'23" E, 128.15 feet; thence N 29°09'11" W, 9.99 feet; thence N 60°50'49" E, 39.19 feet; thence S 29°09'11" E, 10.00 feet; thence N 60°50'49" E, 50.00 feet; thence N 60°50'49" E, 643.03 feet; thence N 29°09'11" W, 12.00 feet; thence N 60°50'49" E, 60.00 feet; thence S 29°09'11" E, 12.00 feet; thence N 60°50'49" E, 32.94 feet to a point of curvature of a curve concave Southeasterly having a radius of 2210.00 feet, and a central angle of 03°29'41"; thence run Northeasterly along the arc of said curve, 134.80 feet; to a point of compound curvature of a curve concave Southerly having a radius of 2210.00 feet, and a central angle of 14°41'17"; thence run Easterly along the arc of said curve, 566.54 feet; thence N 79°01'47" E, 114.25 feet; thence S 88°14'52" E, 114.87 feet; thence N 82°06'29" E, 77.87 feet to a point on a non-tangent curve concave Southerly having a radius of 2437.52 feet, and a central angle of 14°33'35"; thence from a tangent bearing of N 88°25'54" E run Easterly along the arc of said curve, 619.41 feet; thence S 77°00'30" E, 1400.05 feet; thence S 77°00'30" E, 552.84 feet to a point of curvature of a curve concave Southerly having a radius of 2560.00 feet, and a central angle of 07°18'23"; thence run Easterly along the arc of said curve, 326.45 feet; thence N 20°17'52" E, 11.00 feet to a point on a non-tangent curve concave Southerly having a radius of 2571.00 feet, and a central angle of 03°51'41"; thence from a tangent bearing of S 69°42'08" E run Easterly along the arc of said curve, 173.27 feet; thence S 24°09'34" W, 11.00 feet; thence S 65°50'26" E, 766.92 feet to a point on the East line of the Southeast 1/4 of said Section 20; thence run along said line, S 00°46'27" W, 21.79 feet; thence N 65°50'26" W, 775.56 feet; thence S 24°09'34" W, 11.00 feet to a point on a non-tangent curve concave Southerly having a radius of 2529.00 feet, and a central angle of 03°51'41"; thence from a tangent bearing of N 65°50'26" W run Westerly along the arc of said curve, 170.44 feet; thence N 20°17'52" E, 11.00 feet to a point on a non-tangent curve concave Southerly having a radius of 2540.00 feet, and a central angle of 07°18'23"; thence from a tangent bearing of N 69°42'08" W run Westerly along the arc of said curve, 323.90 feet; thence N 77°00'30" W, 532.84 feet; thence S 12°59'30" W, 155.58 feet; thence N 77°00'30" W, 40.00 feet; thence N 12°59'30" E, 155.58 feet; thence N 77°00'30" W, 1380.05 feet to a point of curvature of a curve concave Southerly having a radius of 2417.52 feet, and a central angle of 14°32'01"; thence run Westerly along the arc of said curve, 613.23 feet; thence S 82°06'29" W, 78.45 feet; thence N 88°14'52" W, 114.32 feet; thence S 79°01'47" W, 112.02 feet to a point of curvature of a curve concave Southerly having a radius of 2190.00 feet, and a central angle of 14°25'36"; thence run Westerly along the arc of said curve, 551.43 feet; thence S 25°35'04" E, 9.99 feet; thence S 64°24'56" W, 20.00 feet; thence N 25°35'03" W, 9.96 feet to a point on a non-tangent curve concave Southeasterly having a radius of 2190.00 feet, and a central angle of 03°13'58"; thence from a tangent bearing of S 64°04'47" W run Southwesterly along the arc of said curve, 123.57 feet; thence S 60°50'49" W, 32.94 feet; thence S 29°09'11" E, 12.00 feet; thence S 60°50'49" W, 60.00 feet; thence N 29°09'11" W, 12.00 feet; thence S 60°50'49" W, 643.03 feet; thence S 60°50'49" W, 50.00 feet; thence S 29°09'11" E, 10.00 feet; thence S 60°50'49" W, 39.19 feet; thence N 29°09'11" W, 9.99 feet; thence S 57°51'23" W, 128.60 feet; thence S 66°21'33" W, 84.77 feet; thence S 74°28'05" W, 210.97 feet; thence S 86°55'17" W, 218.73 feet; thence N 86°05'56" W, 240.38 feet; thence N 37°25'50" W, 31.99 feet; thence N 71°50'30" W, 10.59 feet to the Point of Beginning. Containing 3.308 acres, more or less.

REVISED: 08/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22

 <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	24" POTABLE WATER MAIN EASEMENT	DATE: 5/10/21
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 6	SCALE 1" = 150'
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	DRAWN BY: JLG FILENAME: 10JG21022

PROJECT NAME: WESTERN WAY EXTENSION
 O. C. PERMIT NUMBER: 17-U-063



EASTERLY R/W LINE

SOUTHERLY R/W LINE

SE 1/4 OF THE SE 1/4,
 SEC. 19, T24S, R27E

DUKE ENERGY EASEMENT
 DOC# 20210434834

S. LINE, N. 150.00'
 SE 1/4, SE 1/4,
 SEC 19-24-27

P.O.C.
 SOUTHEAST CORNER,
 SEC 19, T24 S, R27 E
 N 00°23'01" E 1187.47'

W. LINE SW 1/4 SEC 20, T24 S, R27 E

Jeff L. Green P.S.M.
 Florida Certificate No. 6367

Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000
 NOTE: Not valid without the signature and the original
 raised seal of a Florida licensed surveyor and mapper.

P.O.B.
 3.308 Acres±

AVALON ROAD
 66' RIGHT OF WAY
 DEED BOOK 402, PAGE 312
 DEED BOOK 402, PAGE 353
 DEED BOOK 402, PAGE 354

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 19°26'06" E	20.00
L2	S 71°50'30" E	16.34
L3	S 37°25'50" E	29.14
L4	N 66°21'33" E	81.87
L5	N 29°09'11" W	9.99
L6	N 60°50'49" E	39.19
L7	S 29°09'11" E	10.00
L8	N 60°50'49" E	50.00
L32	S 60°50'49" W	50.00
L33	S 29°09'11" E	10.00
L34	S 60°50'49" W	39.19
L35	N 29°09'11" W	9.99
L36	S 57°51'23" W	128.60
L37	S 66°21'33" W	84.77
L38	N 37°25'50" W	31.99
L39	N 71°50'30" W	10.59

NE 1/4 OF THE SE 1/4,
 SEC. 19, T24S, R27E

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

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

E. LINE SE 1/4, SEC 19,
 T24 S, R27 E

SEE SHEET 3

REVISED: 08/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22



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

24" POTABLE WATER MAIN EASEMENT

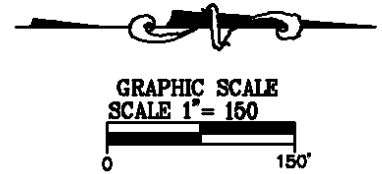
SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 2 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DATE:
 5/10/21
 SCALE
 1" = 150'
 DRAWN BY:
 JLG
 FILENAME:
 10JG21022

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063

SEE SHEET 2



TANGENT TABLE

LINE#	BEARING	DIST.
L9	N 29°09'11" W	12.00
L10	N 60°50'49" E	60.00
L11	S 29°09'11" E	12.00
L12	N 60°50'49" E	32.94
L13	N 79°01'47" E	114.25
L14	S 88°14'52" E	114.87
L15	N 82°06'29" E	77.87
L22	S 82°06'29" W	78.45
L23	N 88°14'52" W	114.32
L24	S 79°01'47" W	112.02
L25	S 25°35'04" E	9.99
L26	S 64°24'56" W	20.00
L27	N 25°35'03" W	9.96
L28	S 60°50'49" W	32.94
L29	S 29°09'11" E	12.00
L30	S 60°50'49" W	60.00
L31	N 29°09'11" W	12.00

DUKE ENERGY EASEMENT
 DOC# 20210434834

TAX PID
 O.R. BOOK # 20190985350
 O.R. BOOK 4542/987
 WESTERN WAY CF10D R/W
 4542/987

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

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	2210.00	03°29'41"	134.80	
C2	2210.00	14°41'17"	566.54	
C9	2190.00	14°25'36"	551.43	
C10	2190.00	03°13'58"	123.57	S 64°04'47" W

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

SEE SHEET 4

REVISED: 08/18/23
 REVISED: 11/07/22
 REVISED: 06/10/22



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

24" POTABLE WATER MAIN EASEMENT

SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 3 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

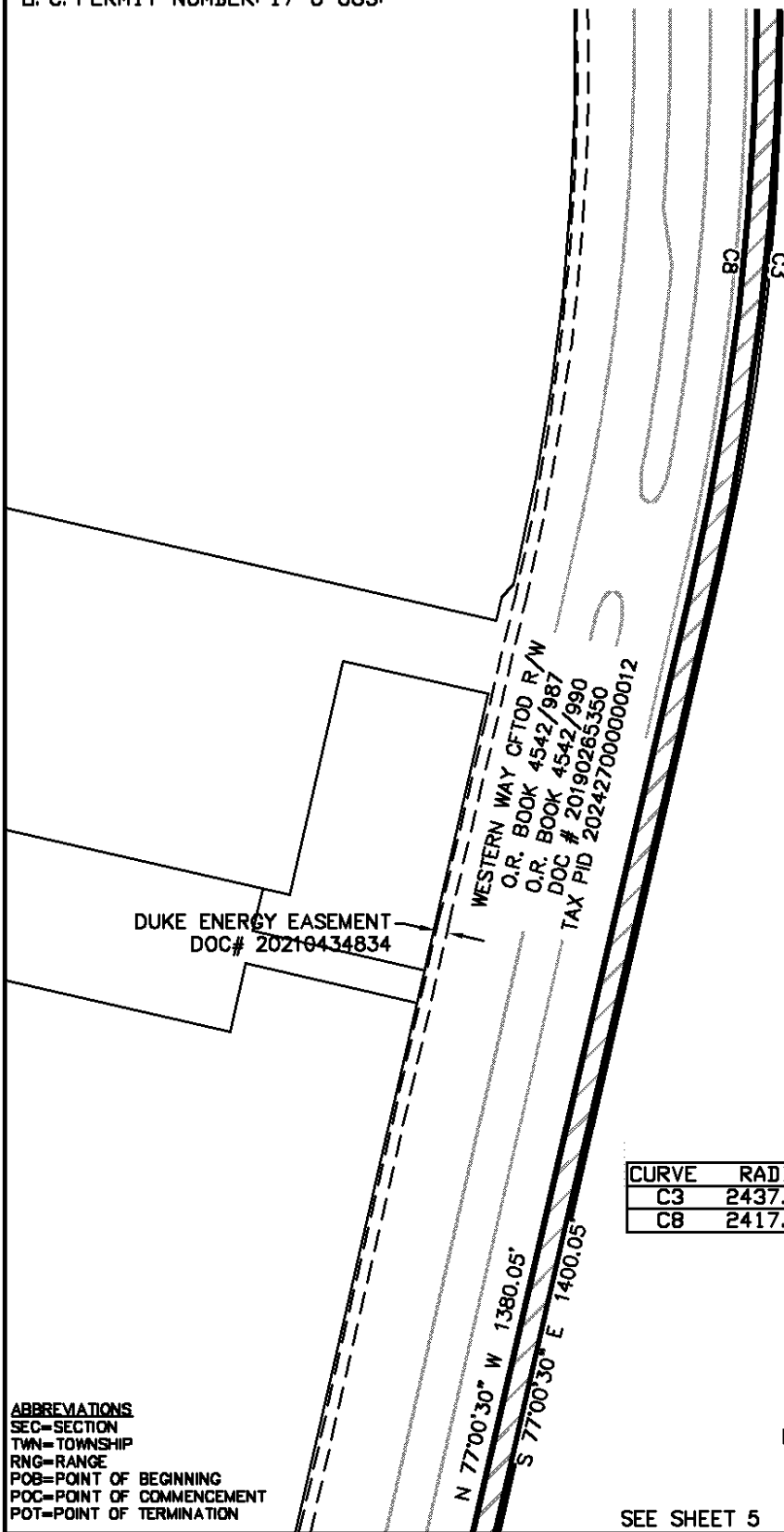
DATE:
 5/10/21
 SCALE
 1" = 150'
 DRAWN BY:
 JLG
 FILENAME:
 10JG21022

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063:

SEE SHEET 3



GRAPHIC SCALE
 SCALE 1" = 150'



DUKE ENERGY EASEMENT
 DOC# 20210434834

WESTERN WAY CFT00 R/W
 O.R. BOOK 4542/987
 O.R. BOOK 4542/990
 DOC # 20190265350
 TAX PID 202427000000012

N 77°00'30" W 1380.05'
 S 77°00'30" E 1400.05'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C3	2437.52	14° 33' 35"	619.41	N 88° 25' 54" E
C8	2417.52	14° 32' 01"	613.23	


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

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

REVISED: 08/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22

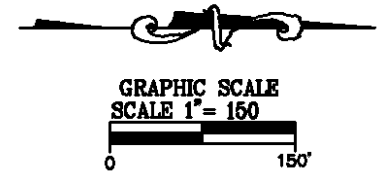
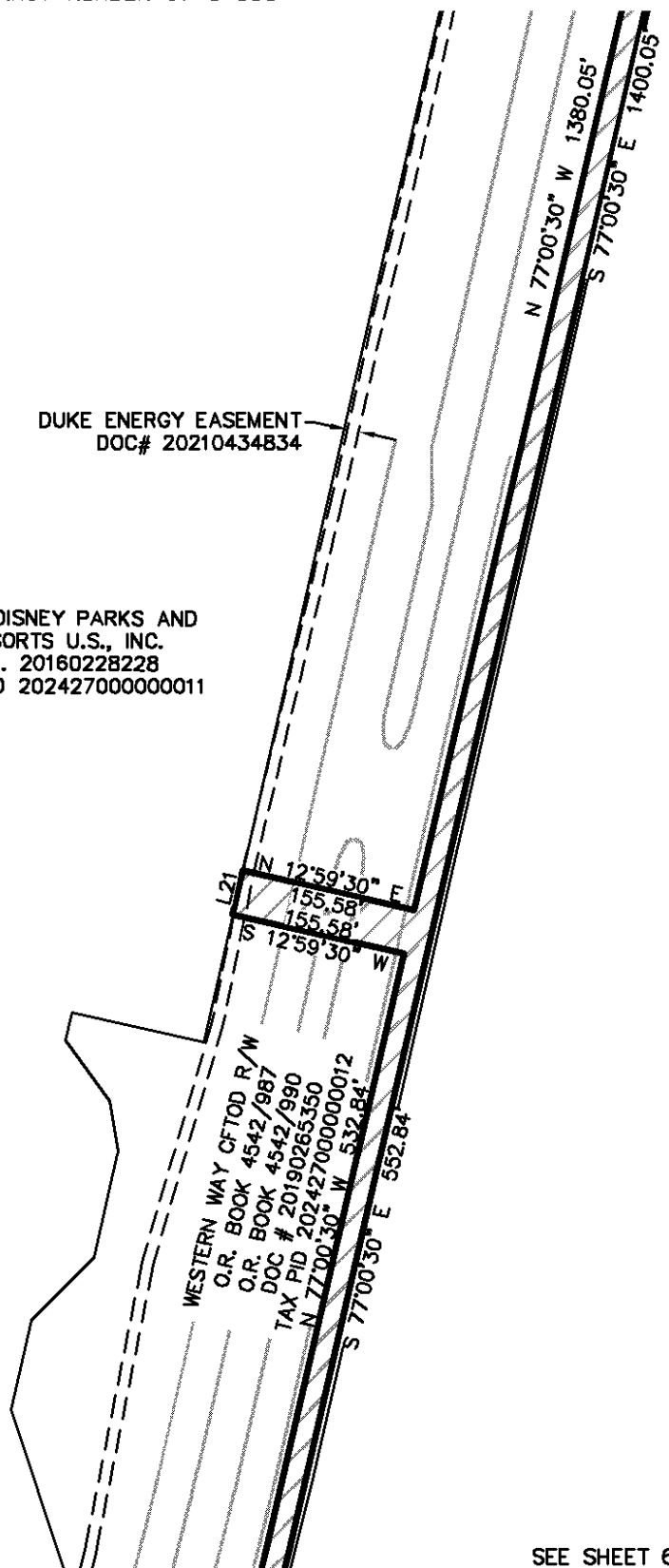
ABBREVIATIONS
 SEC=SECTION
 TWN=TOWNSHIP
 RNG=RANGE
 POB=POINT OF BEGINNING
 POC=POINT OF COMMENCEMENT
 POT=POINT OF TERMINATION

SEE SHEET 5

 <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	24" POTABLE WATER MAIN EASEMENT	DATE: 5/10/21
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 4 OF 6	SCALE 1" = 150'
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	DRAWN BY: JLG FILENAME: 10JG21022

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063

SEE SHEET 4



WALT DISNEY PARKS AND
 RESORTS U.S., INC.
 O.R. 20160228228
 TAX PID 202427000000010

WALT DISNEY PARKS AND
 RESORTS U.S., INC.
 O.R. 20160228228
 TAX PID 202427000000011

TANGENT TABLE		
LINE#	BEARING	DIST.
L21	N 77°00'30" W	40.00

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

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

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

REVISED: 08/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22

SEE SHEET 6



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

24" POTABLE WATER MAIN EASEMENT

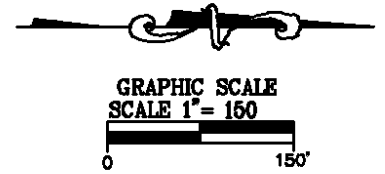
SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 5 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DATE:
 5/10/21
 SCALE
 1" = 150'
 DRAWN BY:
 JLG
 FILENAME:
 10JG21022

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063:

SEE SHEET 5



DUKE ENERGY EASEMENT
 DOC# 20210434834

WESTERN WAY CFTOD R/W
 O.R. BOOK 4542/987
 O.R. BOOK 4542/990
 DOC. 20190265352
 TAX PID 202427000000019

N 65°50'26" W 775.56'
 S 65°50'26" E 766.92'

EAST LINE SOUTHEAST 1/4 SEC 20, TWN 24 S, RNG 27 E

FLAMINGO CROSSINGS LLC, RCID, SPEEDWAY Non-Exclusive Utility Easement
 File #98030 Parcel R7: 24" Potable water main easement

TANGENT TABLE

LINE#	BEARING	DIST.
L16	N 20°17'52" E	11.00
L17	S 24°09'34" W	11.00
L18	S 00°46'27" W	21.79
L19	S 24°09'34" W	11.00
L20	N 20°17'52" E	11.00

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C4	2560.00	07°18'23"	326.45	
C5	2571.00	03°51'41"	173.27	S 69°42'08" E
C6	2529.00	03°51'41"	170.44	N 65°50'26" W
C7	2540.00	07°18'23"	323.90	N 69°42'08" W

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

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

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

REVISED: 08/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22



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

24" POTABLE WATER MAIN EASEMENT

SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 6 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DATE:
 5/10/21
 SCALE
 1" = 150'
 DRAWN BY:
 JLG
 FILENAME:
 10JG21022

EXHIBIT "A-2"

Reuse Water Easement Area

[see attached sketch of description 10JG21020 totaling six (6) pages]

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063


DESCRIPTION

20" SANITARY SEWER FORCE MAIN/20" RECLAIM WATER MAIN EASEMENT

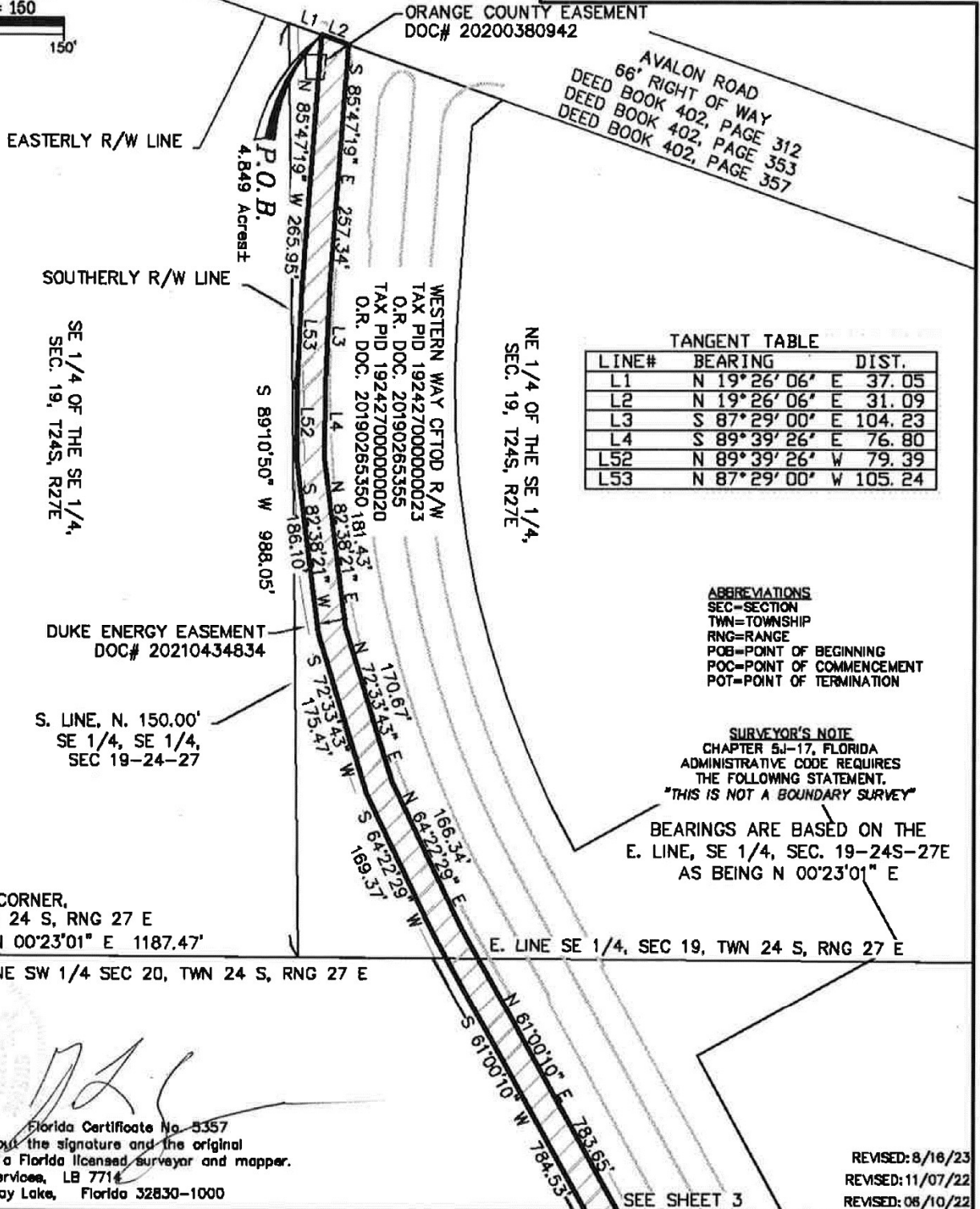
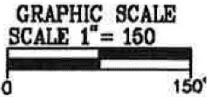
A parcel of land lying in Sections 19 and 20, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 19, run along the East line of the Southeast 1/4 of said Section 19, N 00°23'01" E, 1187.47 feet; thence run along the South line of the North 150.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 19, S 89°10'50" W, 988.05 feet to a point on the Easterly right of way line of Avalon Road as described in Official Records Book 402, Pages 312, 353 and 357 of the Public Records of Orange County Florida; thence run along the said line following two courses; N 19°26'06" E, 37.05 feet to the Point of Beginning; thence N 19°26'06" E, 31.09 feet; thence S 85°47'19" E, 257.34 feet; thence S 87°29'00" E, 104.23 feet; thence S 89°39'26" E, 76.80 feet; thence N 82°38'21" E, 181.43 feet; thence N 72°33'43" E, 170.67 feet; thence N 64°22'29" E, 166.34 feet; thence N 61°00'10" E, 783.65 feet; thence N 28°59'50" W, 7.50 feet; thence N 61°00'10" E, 75.00 feet; thence S 28°59'50" E, 7.50 feet; thence N 61°00'10" E, 74.39 feet; thence N 72°17'59" E, 27.02 feet; thence N 63°42'26" E, 203.61 feet; thence N 74°05'35" E, 334.31 feet; thence N 84°13'24" E, 44.42 feet; thence N 73°15'01" E, 54.68 feet; thence N 84°24'18" E, 303.60 feet; thence N 88°57'33" E, 90.94 feet; thence S 84°20'38" E, 240.00 feet; thence S 77°11'59" E, 222.31 feet; thence N 12°56'33" E, 7.50 feet; thence S 77°11'59" E, 50.00 feet; thence S 12°56'33" W, 7.50 feet; thence S 77°11'59" E, 911.11 feet; thence S 87°26'16" E, 13.44 feet; thence S 77°27'52" E, 150.59 feet; thence N 12°54'22" E, 137.24 feet; thence S 77°05'38" E, 30.00 feet; thence S 12°54'22" W, 137.05 feet; thence S 77°27'52" E, 196.77 feet; thence N 14°09'59" E, 135.81 feet; thence S 77°05'38" E, 30.01 feet; thence S 14°09'59" W, 135.61 feet; thence S 77°27'52" E, 144.57 feet; thence S 32°43'57" E, 20.61 feet; thence S 77°39'22" E, 464.89 feet; thence N 58°19'57" E, 6.16 feet; thence S 75°25'37" E, 44.65 feet; thence S 62°47'11" E, 48.93 feet; thence S 68°15'20" E, 115.00 feet; thence N 21°44'40" E, 7.50 feet; thence S 68°15'20" E, 150.00 feet; thence S 21°44'40" W, 7.50 feet; thence S 68°15'20" E, 85.42 feet; thence S 66°04'52" E, 403.21 feet; thence S 66°18'17" E, 298.66 feet; thence S 74°17'07" E, 49.51 feet; thence S 64°33'03" E, 1.25 feet to a point on the East line of the Southeast 1/4 of said Section 20; thence run along said line, S 00°46'27" W, 33.01 feet; thence N 64°33'03" W, 12.48 feet; thence N 74°17'07" W, 49.05 feet; thence N 66°18'17" W, 300.81 feet; thence N 66°04'52" W, 402.70 feet; thence N 68°15'20" W, 84.85 feet; thence S 21°44'40" W, 7.50 feet; thence N 68°15'20" W, 150.00 feet; thence N 21°44'40" E, 7.50 feet; thence N 68°15'20" W, 116.43 feet; thence N 62°47'11" W, 47.04 feet; thence N 75°25'37" W, 28.52 feet; thence S 58°19'57" W, 5.47 feet; thence N 77°39'22" W, 489.41 feet; thence N 32°43'57" W, 20.66 feet; thence N 77°27'52" W, 536.99 feet; thence N 87°26'16" W, 13.51 feet; thence N 77°11'59" W, 913.88 feet; thence S 12°56'33" W, 7.50 feet; thence N 77°11'59" W, 50.00 feet; thence N 12°56'33" E, 7.50 feet; thence N 77°11'59" W, 220.36 feet; thence N 84°20'38" W, 236.37 feet; thence S 88°57'33" W, 87.99 feet; thence S 84°24'18" W, 299.47 feet; thence S 73°15'01" W, 54.63 feet; thence S 84°13'24" W, 44.64 feet; thence S 74°05'35" W, 328.92 feet; thence S 63°42'26" W, 203.14 feet; thence S 72°17'59" W, 26.30 feet; thence S 61°00'10" W, 71.42 feet; thence S 28°59'50" E, 7.50 feet; thence S 61°00'10" W, 75.00 feet; thence N 28°59'50" W, 7.50 feet; thence S 61°00'10" W, 784.53 feet; thence S 64°22'29" W, 169.37 feet; thence S 72°33'43" W, 175.47 feet; thence S 82°38'21" W, 186.10 feet; thence N 89°39'26" W, 79.39 feet; thence N 87°29'00" W, 105.24 feet; thence N 85°47'19" W, 265.95 feet to the Point of Beginning. Containing 4.849 acres, more or less.

REVISED: 8/18/23
 REVISED: 11/07/22
 REVISED: 08/10/22

 <p>RCES REDDY CREEK ENERGY SERVICES</p> <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	20" SANITARY SEWER FORCE MAIN/20" RECLAIM WATER MAIN EASEMENT	DATE: 4/7/21
		SCALE: 1" = 150'
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 6	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG21020

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063



Jeff L. Green P.S.M. Florida Certificate No. 5357
 NOTE: Not valid without the signature and the original
 raised seal of a Florida licensed surveyor and mapper.
 Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED: 8/16/23
 REVISED: 11/07/22
 REVISED: 08/10/22



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

20" SANITARY SEWER FORCE MAIN / 20" RECLAIM WATER MAIN EASEMENT

SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 2 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DATE:
4/7/21

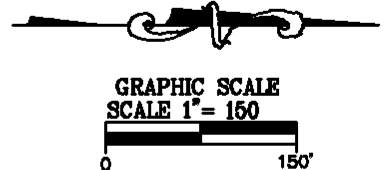
SCALE
1" = 150'

DRAWN BY:
JLG

FILENAME:
10JG21020

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063

SEE SHEET 2



DUKE ENERGY EASEMENT
 DOC# 20210434834

TANGENT TABLE

LINE#	BEARING	DIST.
L5	N 28°59' 50" W	7.50
L6	N 61°00' 10" E	75.00
L7	S 28°59' 50" E	7.50
L8	N 61°00' 10" E	74.39
L9	N 72°17' 59" E	27.02
L10	N 84°13' 24" E	44.42
L11	N 73°15' 01" E	54.68
L45	S 73°15' 01" W	54.63
L46	S 84°13' 24" W	44.64
L47	S 72°17' 59" W	26.30
L48	S 61°00' 10" W	71.42
L49	S 28°59' 50" E	7.50
L50	S 61°00' 10" W	75.00
L51	N 28°59' 50" W	7.50

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

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

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

SEE SHEET 4

REVISED: 8/16/23
 REVISED: 11/07/22
 REVISED: 08/10/22



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

20" SANITARY SEWER FORCE MAIN / 20" RECLAIM WATER MAIN EASEMENT

SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 3 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DATE:
 4/7/21
 SCALE:
 1" = 150'
 DRAWN BY:
 JLG
 FILENAME:
 10JG21020

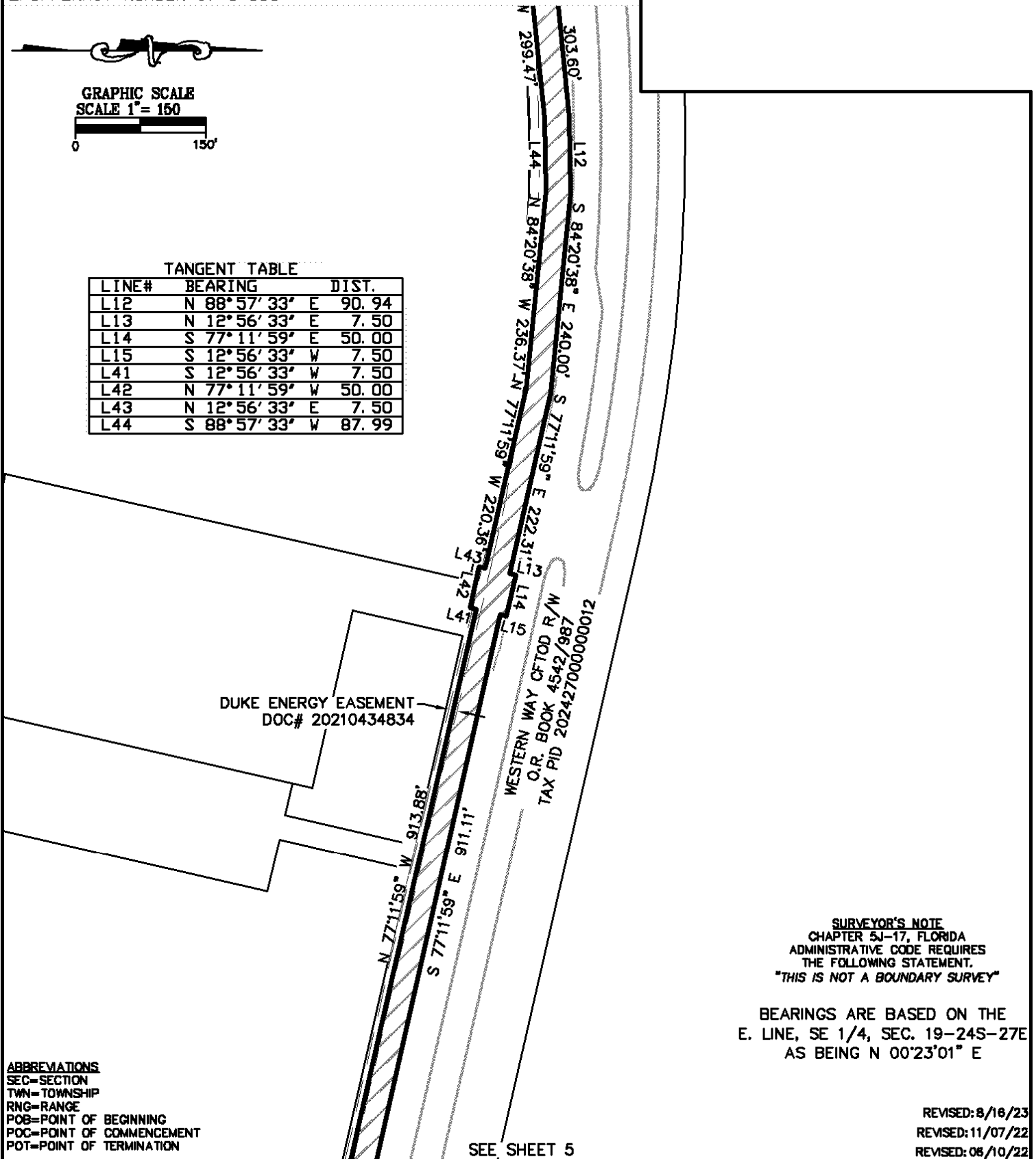


GRAPHIC SCALE
SCALE 1" = 150'



TANGENT TABLE

LINE#	BEARING	DIST.
L12	N 88° 57' 33" E	90.94
L13	N 12° 56' 33" E	7.50
L14	S 77° 11' 59" E	50.00
L15	S 12° 56' 33" W	7.50
L41	S 12° 56' 33" W	7.50
L42	N 77° 11' 59" W	50.00
L43	N 12° 56' 33" E	7.50
L44	S 88° 57' 33" W	87.99



SURVEYOR'S NOTE
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AS BEING N 00° 23' 01" E

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RNG=RANGE
POB=POINT OF BEGINNING
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POT=POINT OF TERMINATION

REVISED: 8/16/23
REVISED: 11/07/22
REVISED: 08/10/22

SEE SHEET 5



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

20" SANITARY SEWER FORCE MAIN/20" RECLAIM WATER MAIN EASEMENT

DATE: 4/7/21
SCALE: 1" = 150'
DRAWN BY: JLG
FILENAME: 10JG21020

SURVEY TYPE
SKETCH OF DESCRIPTION SHEET 4 OF 6

COMMENTS
FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063

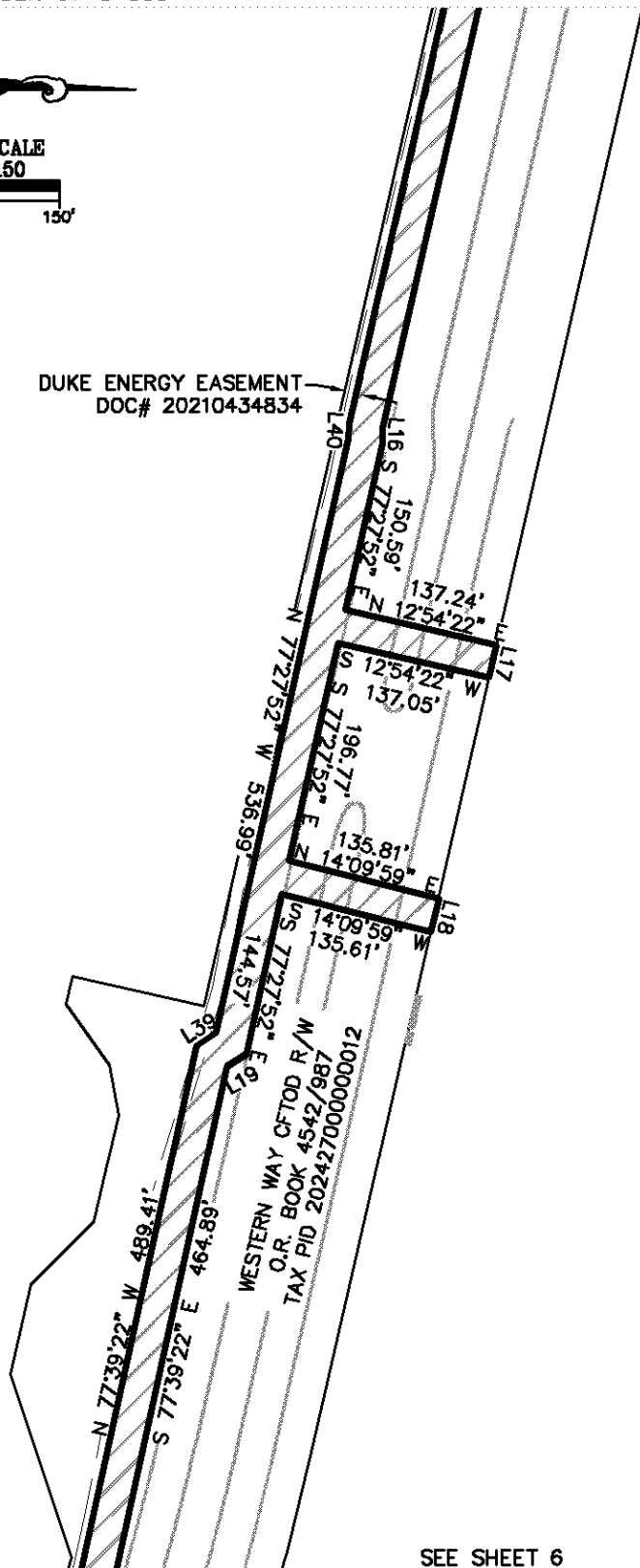
SEE SHEET 4



GRAPHIC SCALE
 SCALE 1" = 150'



DUKE ENERGY EASEMENT
 DOC# 20210434834



TANGENT TABLE

LINE#	BEARING	DIST.
L16	S 87° 26' 16" E	13.44
L17	S 77° 05' 38" E	30.00
L18	S 77° 05' 38" E	30.01
L19	S 32° 43' 57" E	20.61
L39	N 32° 43' 57" W	20.66
L40	N 87° 26' 16" W	13.51

ABBREVIATIONS
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SURVEYOR'S NOTE
 CHAPTER 5J-17, FLORIDA
 ADMINISTRATIVE CODE REQUIRES
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BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

REVISED: 8/16/23
 REVISED: 11/07/22
 REVISED: 08/10/22

SEE SHEET 6



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

20" SANITARY SEWER FORCE MAIN / 20" RECLAIM WATER MAIN EASEMENT

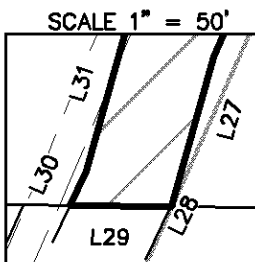
SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 5 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DATE:
 4/7/21
 SCALE:
 1" = 150'
 DRAWN BY:
 JLG
 FILENAME:
 10JG21020

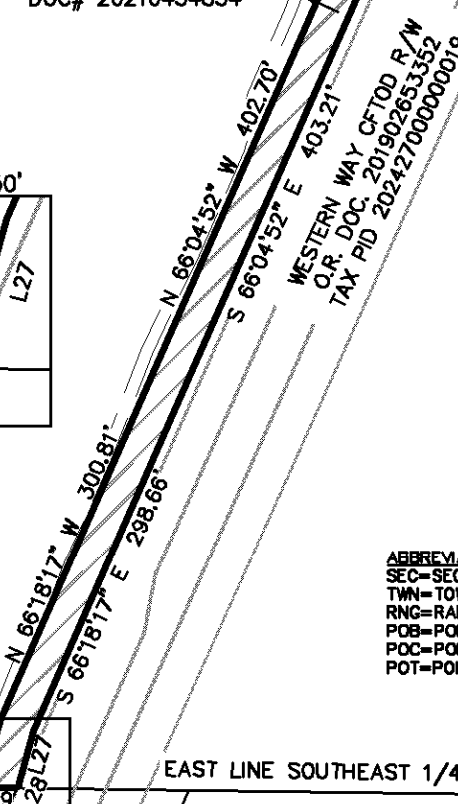
PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063:

SEE SHEET 5



DUKE ENERGY EASEMENT
 DOC# 20210434834

SEE DETAIL



TANGENT TABLE

LINE#	BEARING	DIST.
L20	N 58°19'57" E	6.16
L21	S 75°25'37" E	44.65
L22	S 62°47'11" E	48.93
L23	S 68°15'20" E	115.00
L24	N 21°44'40" E	7.50
L25	S 21°44'40" W	7.50
L26	S 68°15'20" E	85.42
L27	S 74°17'07" E	49.51
L28	S 64°33'03" E	1.25
L29	S 00°46'27" W	33.01
L30	N 64°33'03" W	12.48
L31	N 74°17'07" W	49.05
L32	N 68°15'20" W	84.85
L33	S 21°44'40" W	7.50
L34	N 21°44'40" E	7.50
L35	N 68°15'20" W	116.43
L36	N 62°47'11" W	47.04
L37	N 75°25'37" W	28.52
L38	S 58°19'57" W	5.47

ABBREVIATIONS
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SURVEYOR'S NOTE
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EAST LINE SOUTHEAST 1/4 SEC 20, TWN 24 S, RNG 27 E

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

FLAMINGO CROSSINGS LLC, RCID, SPEEDWAY Non-Exclusive Utility Easement
 File #98030 Parcel R6:12"Sanitary sewer force main/20"Reclaim water main easement

REVISED: 8/16/23
 REVISED: 11/07/22
 REVISED: 08/10/22



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

20"SANITARY SEWER FORCE MAIN/20"RECLAIM WATER MAIN EASEMENT

DATE:
 4/7/21
 SCALE
 1" = 150'
 DRAWN BY:
 JLG
 FILENAME:
 10JG21020

SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 6 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

EXHIBIT "A-3"

Sanitary Sewer Easement Area

[see attached sketch of description 10JG21020 totaling six (6) pages]

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063


DESCRIPTION

20" SANITARY SEWER FORCE MAIN/20" RECLAIM WATER MAIN EASEMENT

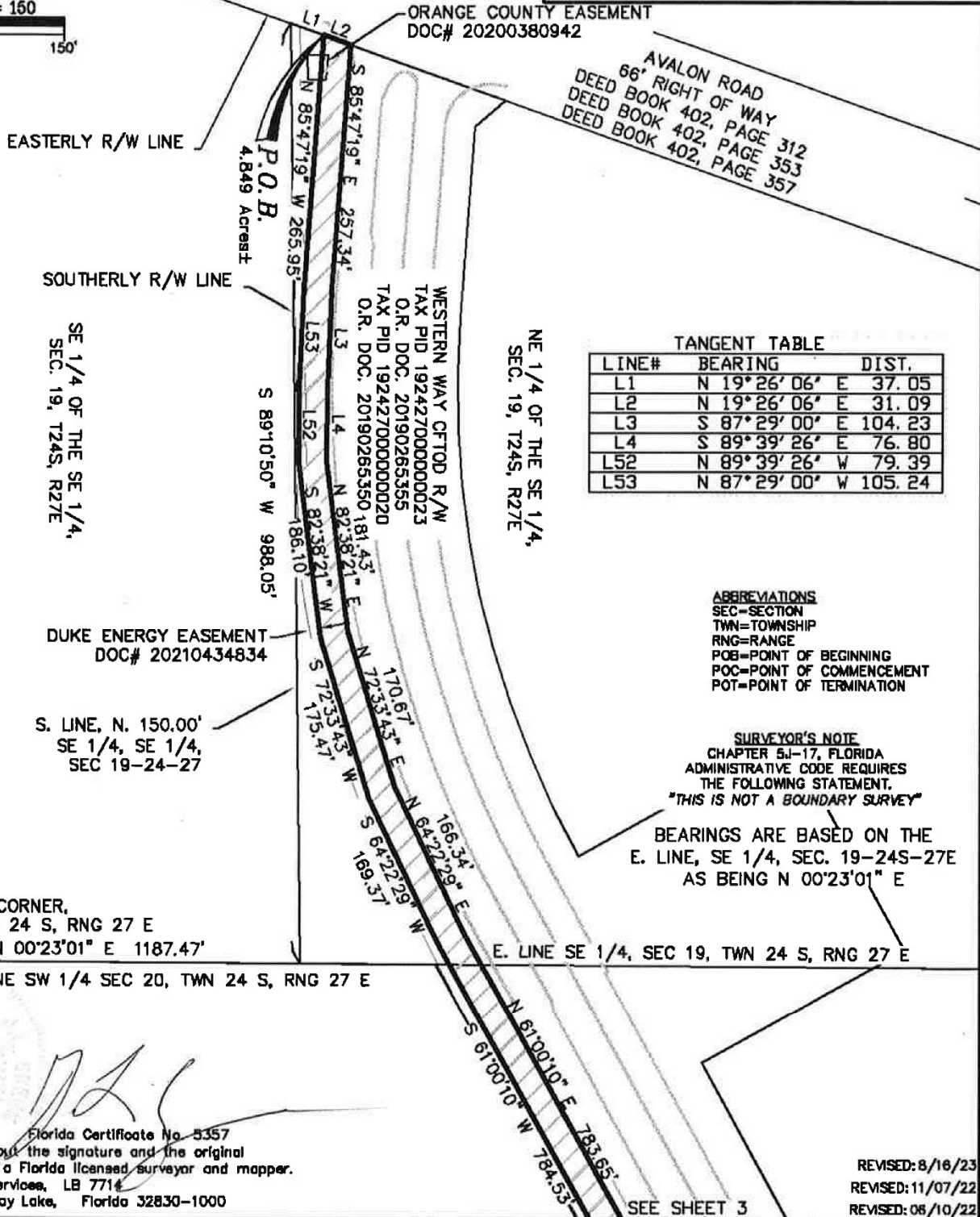
A parcel of land lying in Sections 19 and 20, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 19, run along the East line of the Southeast 1/4 of said Section 19, N 00°23'01" E, 1187.47 feet; thence run along the South line of the North 150.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 19, S 89°10'50" W, 988.05 feet to a point on the Easterly right of way line of Avalon Road as described in Official Records Book 402, Pages 312, 353 and 357 of the Public Records of Orange County Florida; thence run along the said line following two courses; N 19°26'06" E, 37.05 feet to the Point of Beginning; thence N 19°26'06" E, 31.09 feet; thence S 85°47'19" E, 257.34 feet; thence S 87°29'00" E, 104.23 feet; thence S 89°39'26" E, 76.80 feet; thence N 82°38'21" E, 181.43 feet; thence N 72°33'43" E, 170.67 feet; thence N 64°22'29" E, 166.34 feet; thence N 61°00'10" E, 783.65 feet; thence N 28°59'50" W, 7.50 feet; thence N 61°00'10" E, 75.00 feet; thence S 28°59'50" E, 7.50 feet; thence N 61°00'10" E, 74.39 feet; thence N 72°17'59" E, 27.02 feet; thence N 63°42'26" E, 203.61 feet; thence N 74°05'35" E, 334.31 feet; thence N 84°13'24" E, 44.42 feet; thence N 73°15'01" E, 54.68 feet; thence N 84°24'18" E, 303.60 feet; thence N 88°57'33" E, 90.94 feet; thence S 84°20'38" E, 240.00 feet; thence S 77°11'59" E, 222.31 feet; thence N 12°56'33" E, 7.50 feet; thence S 77°11'59" E, 50.00 feet; thence S 12°56'33" W, 7.50 feet; thence S 77°11'59" E, 911.11 feet; thence S 87°26'16" E, 13.44 feet; thence S 77°27'52" E, 150.59 feet; thence N 12°54'22" E, 137.24 feet; thence S 77°05'38" E, 30.00 feet; thence S 12°54'22" W, 137.05 feet; thence S 77°27'52" E, 196.77 feet; thence N 14°09'59" E, 135.81 feet; thence S 77°05'38" E, 30.01 feet; thence S 14°09'59" W, 135.61 feet; thence S 77°27'52" E, 144.57 feet; thence S 32°43'57" E, 20.61 feet; thence S 77°39'22" E, 464.89 feet; thence N 58°19'57" E, 6.16 feet; thence S 75°25'37" E, 44.65 feet; thence S 62°47'11" E, 48.93 feet; thence S 68°15'20" E, 115.00 feet; thence N 21°44'40" E, 7.50 feet; thence S 68°15'20" E, 150.00 feet; thence S 21°44'40" W, 7.50 feet; thence S 68°15'20" E, 85.42 feet; thence S 66°04'52" E, 403.21 feet; thence S 66°18'17" E, 298.66 feet; thence S 74°17'07" E, 49.51 feet; thence S 64°33'03" E, 1.25 feet to a point on the East line of the Southeast 1/4 of said Section 20; thence run along said line, S 00°46'27" W, 33.01 feet; thence N 64°33'03" W, 12.48 feet; thence N 74°17'07" W, 49.05 feet; thence N 66°18'17" W, 300.81 feet; thence N 66°04'52" W, 402.70 feet; thence N 68°15'20" W, 84.85 feet; thence S 21°44'40" W, 7.50 feet; thence N 68°15'20" W, 150.00 feet; thence N 21°44'40" E, 7.50 feet; thence N 68°15'20" W, 116.43 feet; thence N 62°47'11" W, 47.04 feet; thence N 75°25'37" W, 28.52 feet; thence S 58°19'57" W, 5.47 feet; thence N 77°39'22" W, 489.41 feet; thence N 32°43'57" W, 20.66 feet; thence N 77°27'52" W, 536.99 feet; thence N 87°26'16" W, 13.51 feet; thence N 77°11'59" W, 913.88 feet; thence S 12°56'33" W, 7.50 feet; thence N 77°11'59" W, 50.00 feet; thence N 12°56'33" E, 7.50 feet; thence N 77°11'59" W, 220.36 feet; thence N 84°20'38" W, 236.37 feet; thence S 88°57'33" W, 87.99 feet; thence S 84°24'18" W, 299.47 feet; thence S 73°15'01" W, 54.63 feet; thence S 84°13'24" W, 44.64 feet; thence S 74°05'35" W, 328.92 feet; thence S 63°42'26" W, 203.14 feet; thence S 72°17'59" W, 26.30 feet; thence S 61°00'10" W, 71.42 feet; thence S 28°59'50" E, 7.50 feet; thence S 61°00'10" W, 75.00 feet; thence N 28°59'50" W, 7.50 feet; thence S 61°00'10" W, 784.53 feet; thence S 64°22'29" W, 169.37 feet; thence S 72°33'43" W, 175.47 feet; thence S 82°38'21" W, 186.10 feet; thence N 89°39'26" W, 79.39 feet; thence N 87°29'00" W, 105.24 feet; thence N 85°47'19" W, 265.95 feet to the Point of Beginning. Containing 4.849 acres, more or less.

REVISED: 8/18/23
 REVISED: 11/07/22
 REVISED: 08/10/22

 <p>RCES REDDY CREEK ENERGY SERVICES</p> <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	20" SANITARY SEWER FORCE MAIN/20" RECLAIM WATER MAIN EASEMENT	DATE: 4/7/21
		SCALE: 1" = 150'
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 6	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG21020

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063



TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 19° 26' 06" E	37.05
L2	N 19° 26' 06" E	31.09
L3	S 87° 29' 00" E	104.23
L4	S 89° 39' 26" E	76.80
L52	N 89° 39' 26" W	79.39
L53	N 87° 29' 00" W	105.24

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

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

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

Jeff L. Green P.S.M. Florida Certificate No. 5357
 NOTE: Not valid without the signature and the original
 raised seal of a Florida licensed surveyor and mapper.
 Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED: 8/16/23
 REVISED: 11/07/22
 REVISED: 08/10/22



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

20" SANITARY SEWER FORCE MAIN / 20" RECLAIM WATER MAIN EASEMENT
 SURVEY TYPE: SKETCH OF DESCRIPTION SHEET 2 OF 6
 COMMENTS: FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DATE: 4/7/21
 SCALE: 1" = 150'
 DRAWN BY: JLG
 FILENAME: 10JG21020

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063

SEE SHEET 2



GRAPHIC SCALE
 SCALE 1" = 150'



DUKE ENERGY EASEMENT
 DOC# 20210434834

WESTERN WAY CFTOD R/W
 O.R. BOOK 4542/987
 TAX PID 202427000000012

TANGENT TABLE

LINE#	BEARING	DIST.
L5	N 28°59' 50" W	7.50
L6	N 61°00' 10" E	75.00
L7	S 28°59' 50" E	7.50
L8	N 61°00' 10" E	74.39
L9	N 72°17' 59" E	27.02
L10	N 84°13' 24" E	44.42
L11	N 73°15' 01" E	54.68
L45	S 73°15' 01" W	54.63
L46	S 84°13' 24" W	44.64
L47	S 72°17' 59" W	26.30
L48	S 61°00' 10" W	71.42
L49	S 28°59' 50" E	7.50
L50	S 61°00' 10" W	75.00
L51	N 28°59' 50" W	7.50

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

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

ABBREVIATIONS
 SEC=SECTION
 TWN=TOWNSHIP
 RNG=RANGE
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SEE SHEET 4

REVISED: 8/16/23
 REVISED: 11/07/22
 REVISED: 08/10/22



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

20" SANITARY SEWER FORCE MAIN / 20" RECLAIM WATER MAIN EASEMENT

SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 3 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DATE:
 4/7/21
 SCALE:
 1" = 150'
 DRAWN BY:
 JLG
 FILENAME:
 10JG21020

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063

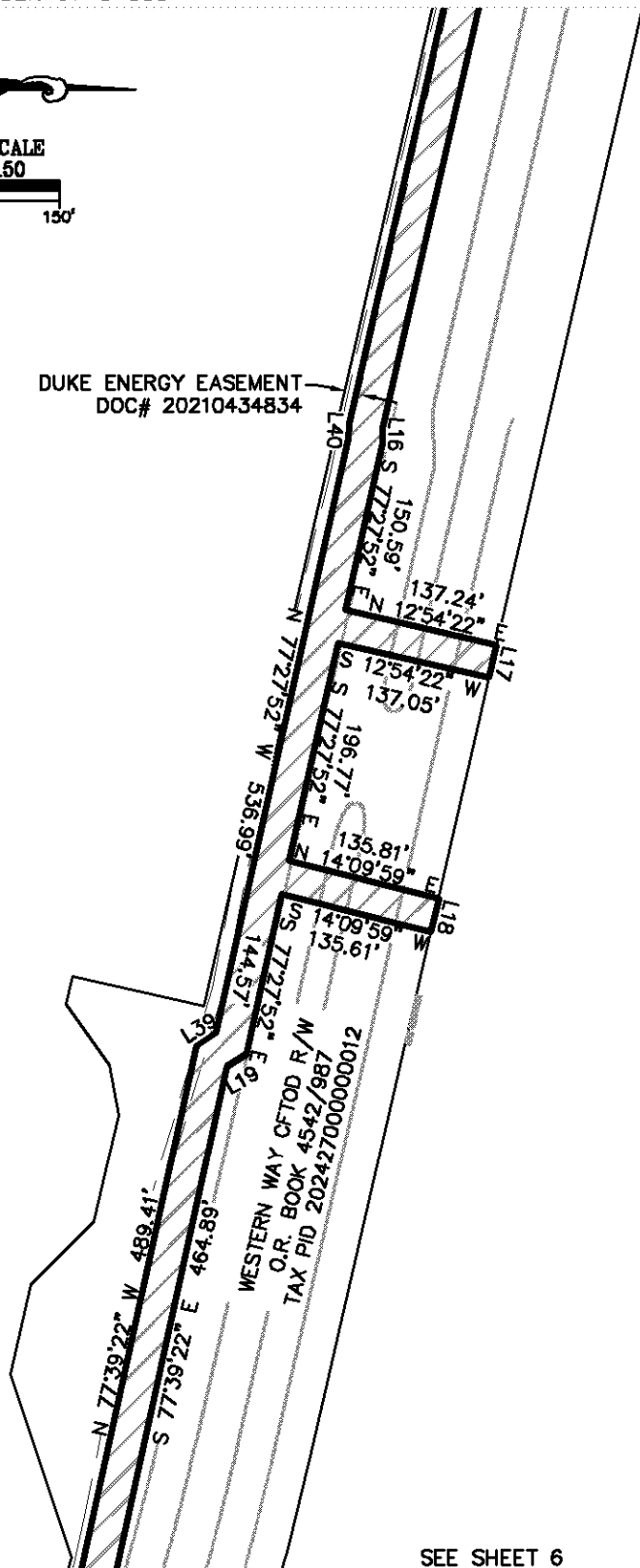
SEE SHEET 4



GRAPHIC SCALE
 SCALE 1" = 150'



DUKE ENERGY EASEMENT
 DOC# 20210434834



TANGENT TABLE

LINE#	BEARING	DIST.
L16	S 87° 26' 16" E	13.44
L17	S 77° 05' 38" E	30.00
L18	S 77° 05' 38" E	30.01
L19	S 32° 43' 57" E	20.61
L39	N 32° 43' 57" W	20.66
L40	N 87° 26' 16" W	13.51

ABBREVIATIONS

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- RNG=RANGE
- POB=POINT OF BEGINNING
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SURVEYOR'S NOTE

CHAPTER 5J-17, FLORIDA
 ADMINISTRATIVE CODE REQUIRES
 THE FOLLOWING STATEMENT.

"THIS IS NOT A BOUNDARY SURVEY"

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

REVISED: 8/16/23

REVISED: 11/07/22

REVISED: 08/10/22

SEE SHEET 6



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

20" SANITARY SEWER FORCE MAIN/20" RECLAIM WATER MAIN EASEMENT

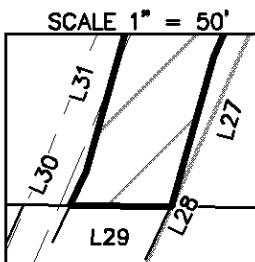
SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 5 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DATE:
 4/7/21
 SCALE:
 1" = 150'
 DRAWN BY:
 JLG
 FILENAME:
 10JG21020

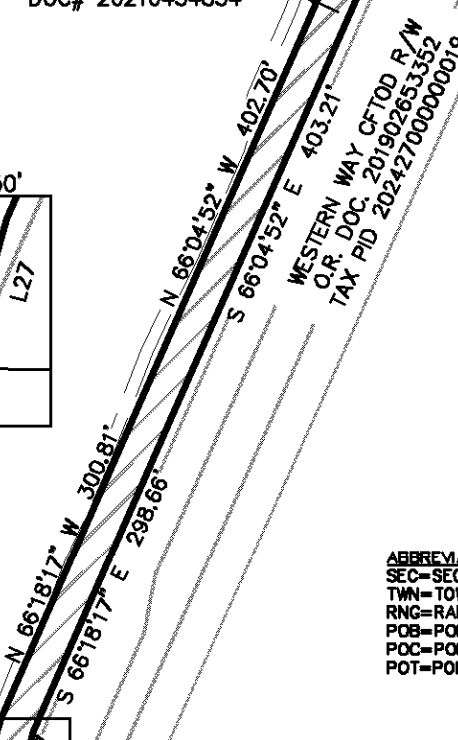
PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063:

SEE SHEET 5



DUKE ENERGY EASEMENT
 DOC# 20210434834

SEE DETAIL



TANGENT TABLE

LINE#	BEARING	DIST.
L20	N 58°19'57" E	6.16
L21	S 75°25'37" E	44.65
L22	S 62°47'11" E	48.93
L23	S 68°15'20" E	115.00
L24	N 21°44'40" E	7.50
L25	S 21°44'40" W	7.50
L26	S 68°15'20" E	85.42
L27	S 74°17'07" E	49.51
L28	S 64°33'03" E	1.25
L29	S 00°46'27" W	33.01
L30	N 64°33'03" W	12.48
L31	N 74°17'07" W	49.05
L32	N 68°15'20" W	84.85
L33	S 21°44'40" W	7.50
L34	N 21°44'40" E	7.50
L35	N 68°15'20" W	116.43
L36	N 62°47'11" W	47.04
L37	N 75°25'37" W	28.52
L38	S 58°19'57" W	5.47

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

EAST LINE SOUTHEAST 1/4 SEC 20, TWN 24 S, RNG 27 E

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

FLAMINGO CROSSINGS LLC, RCID, SPEEDWAY Non-Exclusive Utility Easement
 File #98030 Parcel R6:12"Sanitary sewer force main/20"Reclaim water main easement

REVISED: 8/16/23
 REVISED: 11/07/22
 REVISED: 08/10/22



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

20"SANITARY SEWER FORCE MAIN/20"RECLAIM WATER MAIN EASEMENT

DATE:
 4/7/21
 SCALE
 1" = 150'
 DRAWN BY:
 JLG
 FILENAME:
 10JG21020

SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 6 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

EXHIBIT "B"

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

1. Right-of-Way in favor of Orange County, recorded February 10, 1930, in Deed Book 402, Page 353.
2. Right-of-Way in favor of Orange County, recorded February 10, 1930, in Deed Book 402, Page 357.
3. Terms and Conditions of the Easement Agreement for Monitoring Purposes between the City of St. Cloud, the Tohopekaliga Water Authority, Orange County, Polk County, and Reedy Creek Improvement District recorded December 28, 2012, in Official Records Book 10496, Page 9369.
4. Non-Exclusive Permanent Easement Agreement between Reedy Creek Improvement District and Orange County recorded July 15, 2020, as Document No. 20200380942
5. Non-Exclusive Utility Easement Agreement in favor of Duke Energy Florida LLC, d/b/a Duke Energy recorded July 20, 2021, as Document No. 20210434834.
6. Walt Disney World Chapter 163 Development Agreement recorded February 9, 2023, as Document No. 20230074249.
7. Development Agreement between the Central Florida Tourism Oversight District and Walt Disney Parks and Resorts U.S. Inc. recorded June 13, 2024, as Document No. 20240343896.

EXHIBIT "C"

Right of Way Permit

(See attached 5 pages)

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 Central Florida Tourism Oversight District (hereinafter "CFTOD") to:

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

1. The Work is within the corporate limits of a municipality. Yes No [Mark one]
If yes, indicate the name of the municipality: _____
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on _____ to the following:
3. The office of CFTOD's local Engineer, Katherine Luetzow, PE (hereinafter "**Engineer**"), at 1920 E. Buena Vista Drive, 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 CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD 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 CFTOD property shall be restored to its original condition, to the extent practicable, in keeping with CFTOD specifications and in a manner satisfactory to CFTOD.
7. Installations shall conform to CFTOD's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to CFTOD'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 CFTOD), 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 CFTOD. 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 CFTOD and _____, dated _____, and, if recorded, filed in the records of _____ County, Book _____, Page _____ CFTOD 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, CFTOD 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 CFTOD's construction work, to coordinate with CFTOD before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with CFTOD and with CFTOD's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of CFTOD or CFTOD's contractor(s). Permittee further agrees to defend any legal claims of CFTOD or CFTOD'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 CFTOD 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 CFTOD. Permittee shall cooperate with CFTOD 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 CFTOD. 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. However, to the extent the Work is done pursuant to an Easement Agreement, the indemnification terms and conditions contained in the Easement Agreement shall be effective and replaces the above to the extent of conflict.

17. During construction, Permittee shall observe all safety regulations imposed by CFTOD 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 CFTOD, shall be found not to be in compliance with CFTOD’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 CFTOD 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 CFTOD) for location (horizontally and vertically) of existing facilities within CFTOD’s corridor.
 - b) Permittee further covenants and agrees that it shall indemnify, hold harmless and defend CFTOD, 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 CFTOD.
19. This Permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without CFTOD’s prior written consent.
20. CFTOD 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: _____
CFTOD Engineer of 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 CFTOD sign identification number must be provided to CFTOD.

NOTE: The Central Florida Tourism Oversight District 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 CFTOD has also adopted the signage standards specific to CFTOD. All proposed signage must be reviewed and approved by the CFTOD 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 CFTOD on: _____

Remarks:

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

Signed: _____

Title: _____

Date: _____

Inspected By: _____

Permit Closure Approved By: _____

Prepared By and Record and Return to:
Central Florida Tourism Oversight
District Post Office Box 690519
Orlando, Florida 32869
Attn: Planning & Engineering

This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rule 12B-4.014(10), F.A.C.

NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT UTILITY EASEMENT AGREEMENT (the “**Easement Agreement**”) is made as of the Effective Date (as defined below) by and between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT** formerly 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 690519, Orlando, Florida 32869 (“**Grantor**”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (“**Grantee**”).

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Facilities or this Easement Agreement and any and all hazardous spills, fires, or other environmental hazards on the Easement Area or the Property caused by Grantee, or Grantee's Representatives while working on behalf of Grantee, or in any way resulting from Grantee's repair, replacement, maintenance, or operation of the Facilities;

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

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

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

7. Condition of Easement Area; Indemnity. Grantee acknowledges that it (i) had the opportunity to physically inspect the Easement Area; and (ii) accepts the Easement Area "as is" and "where is" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto. To the extent permitted by Florida law,

including, but not limited to, Section 768.28, Florida Statutes (or any successor law), the parties agree to (a) hold the other harmless from the negligent acts or omissions of itself, its officers, employees, or agents, arising out of this Easement Agreement. Neither party shall be liable for the negligent acts or omissions of the other party. Neither Grantor nor Grantee shall, by virtue of entering into this Easement Agreement, waive their individual right to sovereign immunity or the sovereign immunity limits established by Florida law.

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

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

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

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

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

10. No Warranty: Entire Agreement. Grantor makes no representations, statements, warranties or agreements to Grantee in connection with this Easement Agreement or the Easement Area, other than as may be set forth in this Easement Agreement. This Easement Agreement embodies the entire understanding of the parties and supersedes all prior discussions and agreements between the parties, and there are no further or other agreements or understandings,

written or oral, in effect between the parties relating to the subject matter of this Easement Agreement. This Easement Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties, in the same manner as executed below. Notwithstanding anything to the contrary set forth in this Easement Agreement, Grantee acknowledges and agrees that Grantee's use of the Easement Area is at its own risk and Grantor shall have no liability or obligation for or with respect to damage to any of Grantee's Facilities unless due to the negligent or willful acts or omissions of Grantor, or Grantor's employees, agents, contractors, guests, invitees or licensees.

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

If to Grantor: Central Florida Tourism Oversight District
P.O. Box 690519
Orlando, Florida 32869
Attn: District Administrator

With a copy to: Central Florida Tourism Oversight District
P.O. Box 690519
Orlando, Florida 32869
Attn: Legal Counsel

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

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

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, a public corporation

(Signature)

(Print Name)

(Address)

By: _____ (Signature)
S.C. Kopelousos, District Administrator

(Signature)

(Print Name)

(Address)

Dated: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Easement Agreement was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20____, by **S.C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation, on behalf thereof, and who is personally known to me.

(AFFIX STAMP)

Signature of Notary Public-State of Florida

Printed Notary Name

My Commission Expires:

ORANGE COUNTY

By: Board of County Commissioners

By: _____

Jerry L. Demings

Orange County Mayor

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

By: _____

Deputy Clerk

Printed Name

EXHIBIT "A-1"

Potable Water Easement Area

[see attached three (3) sketches of description totaling thirteen (13) pages: three (3) in Parcel R3 and R4, six (6) in Parcel R2, and four (4) in Parcel R7]

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

DESCRIPTION

PARCEL R3: 24" POTABLE WATER MAIN/20" RECLAIM WATER MAIN EASEMENT

A portion of a deed in favor of Central Florida Tourism Oversight District formerly known as Reedy Creek Improvement District and recorded in Official Records Book 9836, Page 4845 of the Public Records of Orange County, Florida and Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 300.33 feet, to a point on the boundary of aforesaid deed and the Point of Beginning; thence run along the said deed boundary the following three courses; N 89°59'21" W, 183.34 feet; N 40°06'17" W, 208.07 feet; N 52°05'57" E, 50.04 feet; thence S 40°06'17" E, 73.74 feet; thence S 49°54'30" W, 20.00 feet; thence S 40°06'17" E, 118.45 feet; thence S 89°59'21" E, 139.87 feet; thence N 00°01'17" E, 8.00 feet; thence S 89°59'21" E, 29.63 feet; thence run along aforesaid deed boundary, S 00°11'03" W, 38.00 feet to the Point of Beginning. Containing 13027 square feet, more or less.


PARCEL R4: 24" POTABLE WATER MAIN/20" RECLAIM WATER MAIN EASEMENT

A portion of Hartzog Road as described in Official Records Book 9657, Page 2398, Book 9782, Page 7172 and Book 9836 Page 4845 of the Public Records of Orange County, Florida and Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Begin at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 39.31 feet to a point on the Westerly right of way line of said Hartzog Road and a non-tangent curve concave Westerly having a radius of 1464.00 feet, and a central angle of 03°04'47"; thence from a tangent bearing of N 07°24'06" W run Northerly along the arc of said curve, 78.69 feet to a point non-tangency; thence N 83°59'30" E, 81.77 feet; thence S 28°18'19" E, 44.61 feet; thence N 83°20'54" E, 70.58 feet to a point on a non-tangent curve concave Westerly having a radius of 1010.00 feet, and a central angle of 03°08'31"; thence from a tangent bearing of S 06°39'05" E run Southerly along the arc of said curve and the Easterly right of way line of Hartzog Road, 55.38 feet to a point non-tangency; thence run along the South line of the Southeast 1/4 of said Section 21, S 89°59'05" W, 125.94 feet to the Point of Beginning. Containing 11306 square feet, more or less.

REVISED
 01/10/24
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

SEE SHEET 3 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

 <p>ACES <small>LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</small></p>	FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
	PROJECT NAME	Parcel R3/R4:24"Potable water main/20"Reclaim water main easement	SCALE	
	SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 1 OF 3	DRAWN BY:	JLC
	COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20007R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

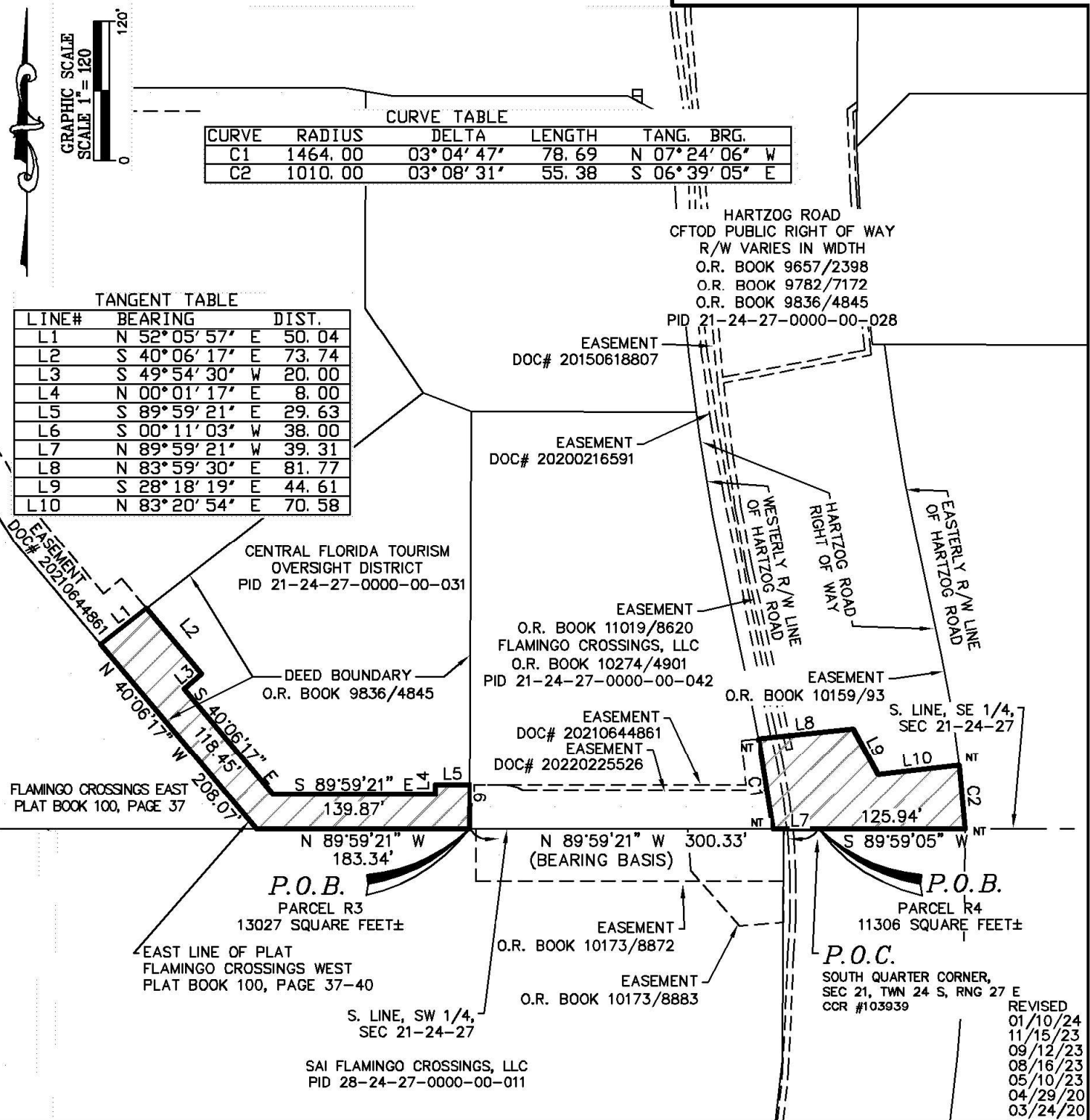
GRAPHIC SCALE
 SCALE 1" = 120'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1464.00	03° 04' 47"	78.69	N 07° 24' 06" W
C2	1010.00	03° 08' 31"	55.38	S 06° 39' 05" E

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 52° 05' 57" E	50.04
L2	S 40° 06' 17" E	73.74
L3	S 49° 54' 30" W	20.00
L4	N 00° 01' 17" E	8.00
L5	S 89° 59' 21" E	29.63
L6	S 00° 11' 03" W	38.00
L7	N 89° 59' 21" W	39.31
L8	N 83° 59' 30" E	81.77
L9	S 28° 18' 19" E	44.61
L10	N 83° 20' 54" E	70.58



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 01/10/24
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

	FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
	PROJECT NAME	Parcel R3/R4:24" Potable water main/20" Reclaim water main easement	SCALE	1" = 120'
	SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 2 OF 3	DRAWN BY:	JLG
	COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20007R1
	P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855			

PROJECT NAME:FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE, SOUTHEAST 1/4, SECTION 21 TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING N 89°59'21" W.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. NO TITLE COMMITMENT FURNISHED. EASEMENTS SHOWN HEREON ARE ONES KNOWN TO THE SURVEYOR.

ABBREVIATIONS

BRG	BEARING
CCR	CERTIFIED CORNER RECORD
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
DIST	DISTANCE
DOC#	RECORDED INSTRUMENT NUMBER
FAC	FLORIDA ADMINISTRATIVE CODE
LB	LICENSES BUSINESS
NT	NON TANGENT
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PID	PARCEL IDENTIFICATION
PRC	POINT OF REVERSE CURVATURE
PSM	PROFESSIONAL SURVEYOR AND MAPPER
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
TANG	TANGENT
TWN	TOWNSHIP

DS



DocuSigned by:

Jeff Green

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1/10/2024

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

Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED
 01/10/24
 11/15/23
 09/12/23
 08/16/23
 05/10/23
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 03/24/20



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

FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
PROJECT NAME	Parcel R3/R4:24"Potable water main/20"Reclaim water main easement	SCALE	
SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 3 OF 3	DRAWN BY:	JLG
COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20007R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

DESCRIPTION

PARCEL R2: 16" POTABLE WATER MAIN EASEMENT


A portion of Hartzog Road as described in Official Records Book 9782, Page 7172, Book 10170, Page 4303, Book 10173 Page 8868 and Book 10815, Page 4619 of the Public Records of Orange County, Florida and Section 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Begin at the North Quarter corner of said Section 28, run along the North line of the Northeast 1/4 of said Section 28, N 89°59'05" E, 125.94 feet to a point on the Easterly right of way line of said Hartzog Road; thence run along said right of way line, S 00°38'39" W, 52.02 feet; thence departing said right of way line run, N 89°42'30" W, 4.15 feet; thence S 00°38'50" W, 53.66 feet to a point of curvature of a curve concave Westerly having a radius of 895.17 feet, and a central angle of 05°39'43"; thence run Southerly along the arc of said curve, 88.46 feet to a point of tangency; thence S 06°18'33" W, 183.36 feet; thence S 83°41'27" E, 4.14 feet; thence run along aforesaid right of way line, S 06°18'32" W, 104.73 feet; thence departing said right of way line run, N 83°41'27" W, 4.14 feet; thence S 06°18'33" W, 23.72 feet to a point of curvature of a curve concave Easterly having a radius of 2008.68 feet, and a central angle of 00°39'23"; thence run Southerly along the arc of said curve, 23.01 feet to a point of non-tangency; thence S 84°49'04" E, 4.14 feet to a point on a non-tangent curve concave Easterly having a radius of 2004.50 feet, and a central angle of 00°51'27"; thence from a tangent bearing of S 05°38'57" W run Southerly along the arc of said curve and aforesaid right of way line, 30.00 feet to a point of non-tangency; thence N 84°49'04" W, 4.14 feet to a point on a non-tangent curve concave Easterly having a radius of 2008.68 feet, and a central angle of 04°49'13"; thence from a tangent bearing of S 04°47'50" W run Southerly along the arc of said curve, 168.99 feet to a point of tangency; thence S 00°01'24" E, 250.23 feet; thence N 89°58'37" E, 4.16 feet; thence run along aforesaid right of way line, S 00°01'25" E, 56.96 feet; thence departing said right of way line run, S 44°39'33" W, 36.06 feet; thence S 00°21'51" E, 14.36 feet; thence S 89°38'09" W, 5.00 feet; thence S 00°21'51" E, 126.37 feet; thence N 89°58'36" E, 29.52 feet; thence run along aforesaid right of way line, S 00°01'25" E, 20.00 feet; thence departing said right of way line run, S 89°58'36" W, 29.40 feet; thence S 00°21'51" E, 85.20 feet; thence N 87°57'57" E, 5.00 feet; thence S 03°42'15" E, 38.43 feet; thence S 86°17'45" W, 5.00 feet; thence S 03°42'15" E, 133.05 feet; thence S 00°05'03" W, 23.24 feet; thence N 89°58'36" E, 25.42 feet; thence run along aforesaid right of way line, S 00°01'25" E, 20.00 feet; thence departing said right of way line run, S 89°58'36" W, 25.46 feet; thence S 00°05'03" W, 44.07 feet; thence S 89°54'57" E, 5.00 feet; thence S 00°05'03" W, 81.16 feet; thence S 22°07'32" W, 30.29 feet; thence S 02°26'29" W, 76.76 feet to a point of curvature of a curve concave Westerly having a radius of 2136.54 feet, and a central angle of 01°58'56"; thence run Southerly along the arc of said curve, 73.92 feet to a point of non-tangency; thence S 84°24'23" E, 25.93 feet to a point on a non-tangent curve concave Westerly having a radius of 2162.49 feet, and a central angle of 00°31'48"; thence from a tangent bearing of S 04°26'28" W run Southerly along the arc of said curve and aforesaid right of way line,

continued on sheet 2

REVISED
 11/15/23
 09/12/23
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SEE SHEET 6 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

 <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
	PROJECT NAME	Parcel R2: 16" Potable water main easement	SCALE	
	SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 1 OF 6	DRAWN BY:	JLG
	COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20008R1


PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

continued from page 1

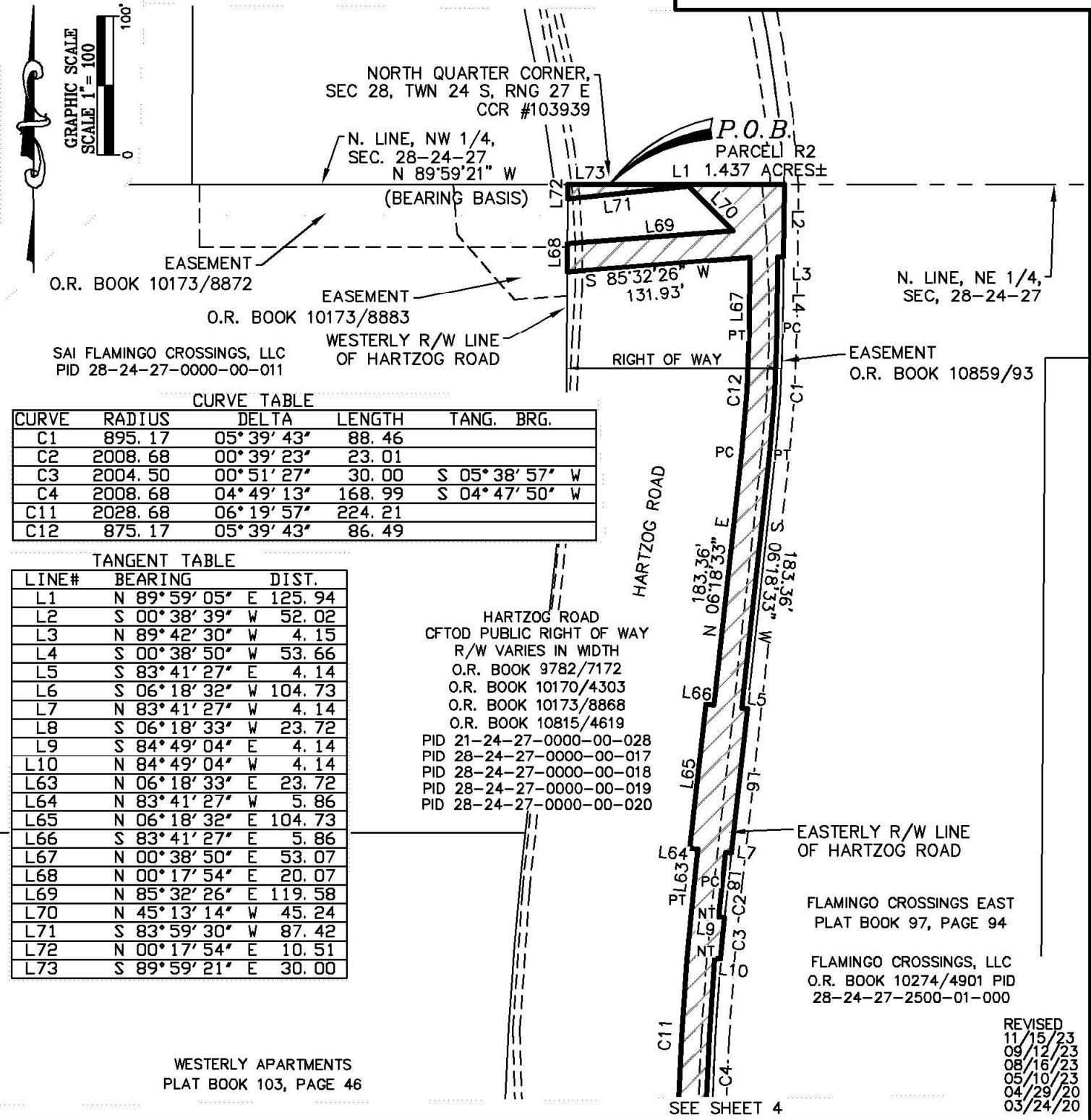
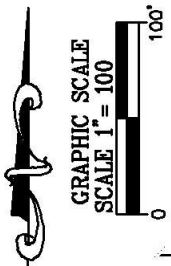
20.00 feet to a point of non-tangency; thence departing said right of way line run N 84°24'23" W, 25.93 feet to a point on a non-tangent curve concave Westerly having a radius of 2136.54 feet, and a central angle of 02°20'56"; thence from a tangent bearing of S 04°57'36" W run Southerly along the arc of said curve, 87.59 feet to a point of non-tangency; thence S 37°47'35" E, 36.38 feet, to a point on a non-tangent curve concave Westerly having a radius of 2162.49 feet, and a central angle of 00°17'13"; thence from a tangent bearing of S 07°59'34" W run Southerly along the arc of said curve and aforesaid right of way line, 10.83 feet to a point tangency; thence continue along aforesaid right of way line the following three courses; S 08°16'47" W, 46.90 feet; N 81°43'14" W, 10.00 feet; S 08°16'47" W, 108.82 feet; thence departing said right of way line run, S 54°23'08" W, 101.23 feet; thence N 81°00'31" W, 71.82 feet to a point on the Westerly right of way line of aforesaid Hartzog Road and a point on a non-tangent curve concave Westerly having a radius of 1025.00 feet, and a central angle of 01°18'15"; thence from a tangent bearing of N 09°35'02" E run Northerly along the arc of said curve and right of way line, 23.33 feet to a point of non-tangency; thence continue along said right of way line the following two courses, S 81°43'13" E, 5.50 feet; N 08°16'47" E, 6.60 feet; thence departing said right of way line run, S 81°00'31" E, 54.12 feet; thence N 54°23'08" E, 96.97 feet; thence N 08°16'47" E, 97.03 feet; thence N 82°31'00" W, 124.01 feet; thence run along aforesaid right of way line, N 08°16'47" E, 20.00 feet; thence departing said right of way line run, S 82°31'00" E, 121.47 feet; thence N 08°16'49" E, 7.20 feet; thence N 37°47'35" W, 39.57 feet to a point on a non-tangent curve concave Westerly having a radius of 2106.54 feet, and a central angle of 05°12'20"; thence from a tangent bearing of N 07°38'48" E run Northerly along the arc of said curve, 191.38 feet to a point of tangency; thence N 02°26'29" E, 81.97 feet; thence N 22°07'32" E, 29.65 feet; thence N 00°05'03" E, 75.32 feet; thence S 89°54'57" E, 5.00 feet; thence N 00°05'03" E, 86.65 feet; thence N 03°42'15" W, 132.39 feet; thence S 86°17'44" W, 5.00 feet; thence N 03°42'15" W, 39.30 feet; thence N 87°57'57" E, 5.00 feet; thence N 00°21'51" W, 232.15 feet; thence S 89°38'09" W, 5.00 feet; thence N 00°21'51" W, 26.80 feet; thence N 44°39'33" E, 36.17 feet; thence N 00°01'25" W, 44.63 feet; thence N 89°58'36" E, 5.84 feet; thence N 00°01'24" W, 250.23 feet to a point of curvature of a curve concave Easterly having a radius of 2028.68 feet, and a central angle of 06°19'57"; thence run Northerly along the arc of said curve, 224.21 feet to a point of tangency; thence N 06°18'33" E, 23.72 feet; thence N 83°41'27" W, 5.86 feet; thence N 06°18'32" E, 104.73 feet; thence S 83°41'27" E, 5.86 feet; thence N 06°18'33" E, 183.36 feet to a point of curvature of a curve concave Westerly having a radius of 875.17 feet, and a central angle of 05°39'43"; thence run Northerly along the arc of said curve, 86.49 feet to a point of tangency; thence N 00°38'50" E, 53.07 feet; thence S 85°32'26" W, 131.93 feet; thence run along aforesaid right of way line, N 00°17'54" E, 20.07 feet; thence departing said right of way line run, N 85°32'26" E, 119.58 feet; thence N 45°13'14" W, 45.24 feet; thence S 83°59'30" W, 87.42 feet; thence run along aforesaid right of way line, N 00°17'54" E, 10.51 feet; thence departing said right of way line run, run along the North line of the Northwest 1/4 of said Section, S 89°59'21" E, 30.00 feet to the Point of Beginning. Containing 1.437 Acres, more or less.

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

SEE SHEET 6 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

 ACES <small>ALTERNATIVE CONSTRUCTION SERVICES</small> P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855	FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
	PROJECT NAME	Parcel R2: 16" Potable water main easement	SCALE	
	SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 2 OF 6	DRAWN BY:	JLG
	COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20008R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	895.17	05° 39' 43"	88.46	
C2	2008.68	00° 39' 23"	23.01	
C3	2004.50	00° 51' 27"	30.00	S 05° 38' 57" W
C4	2008.68	04° 49' 13"	168.99	S 04° 47' 50" W
C11	2028.68	06° 19' 57"	224.21	
C12	875.17	05° 39' 43"	86.49	

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 89° 59' 05" E	125.94
L2	S 00° 38' 39" W	52.02
L3	N 89° 42' 30" W	4.15
L4	S 00° 38' 50" W	53.66
L5	S 83° 41' 27" E	4.14
L6	S 06° 18' 32" W	104.73
L7	N 83° 41' 27" W	4.14
L8	S 06° 18' 33" W	23.72
L9	S 84° 49' 04" E	4.14
L10	N 84° 49' 04" W	4.14
L63	N 06° 18' 33" E	23.72
L64	N 83° 41' 27" W	5.86
L65	N 06° 18' 32" E	104.73
L66	S 83° 41' 27" E	5.86
L67	N 00° 38' 50" E	53.07
L68	N 00° 17' 54" E	20.07
L69	N 85° 32' 26" E	119.58
L70	N 45° 13' 14" W	45.24
L71	S 83° 59' 30" W	87.42
L72	N 00° 17' 54" E	10.51
L73	S 89° 59' 21" E	30.00

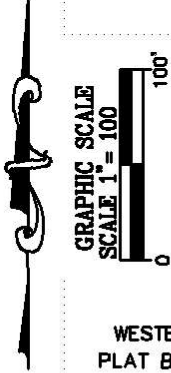
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 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

ACES
 BEST VALUE ENERGY SERVICES

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

FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
PROJECT NAME Parcel R2: 16" Potable water main easement	SCALE 1" = 100'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 3 OF 6	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20008R1

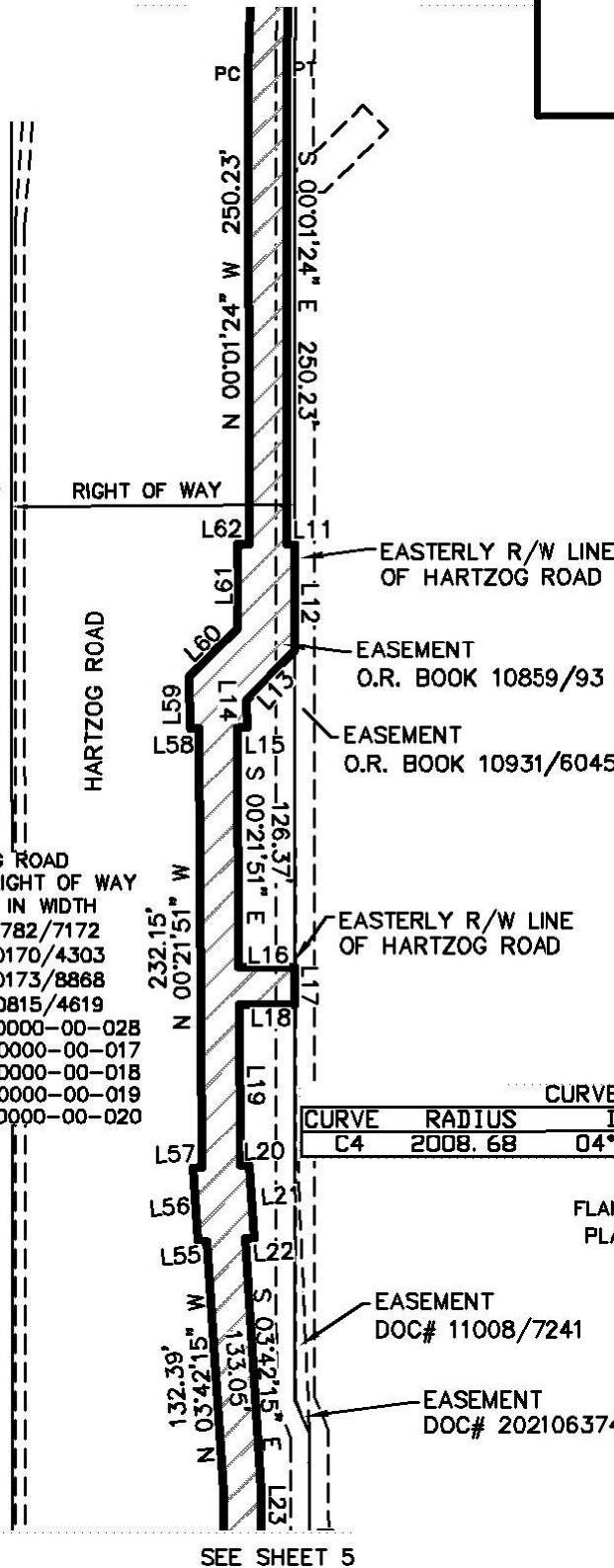
PROJECT NAME: FLAMINGO CROSSINGS LLC,
 CFTOD, SPEEDWAY Non-Exclusive Utility
 Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



WESTERLY APARTMENTS
 PLAT BOOK 103, PAGE 46

SEE SHEET 3

HARTZOG ROAD
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9782/7172
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8868
 O.R. BOOK 10815/4619
 PID 21-24-27-0000-00-028
 PID 28-24-27-0000-00-017
 PID 28-24-27-0000-00-018
 PID 28-24-27-0000-00-019
 PID 28-24-27-0000-00-020



SEE SHEET 5

TANGENT TABLE		
LINE#	BEARING	DIST.
L11	N 89°58'37" E	4.16
L12	S 00°01'25" E	56.96
L13	S 44°39'33" W	36.06
L14	S 00°21'51" E	14.36
L15	S 89°38'09" W	5.00
L16	N 89°58'36" E	29.52
L17	S 00°01'25" E	20.00
L18	S 89°58'36" W	29.40
L19	S 00°21'51" E	85.20
L20	N 87°57'57" E	5.00
L21	S 03°42'15" E	38.43
L22	S 86°17'45" W	5.00
L23	S 00°05'03" W	23.24
L24	N 89°58'36" E	25.42
L25	S 00°01'25" E	20.00
L26	S 89°58'36" W	25.46
L54	N 00°05'03" E	86.65
L55	S 86°17'44" W	5.00
L56	N 03°42'15" W	39.30
L57	N 87°57'57" E	5.00
L58	S 89°38'09" W	5.00
L59	N 00°21'51" W	26.80
L60	N 44°39'33" E	36.17
L61	N 00°01'25" W	44.63
L62	N 89°58'36" E	5.84

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C4	2008.68	04°49'13"	168.99	S 04°47'50" W

FLAMINGO CROSSINGS EAST
 PLAT BOOK 97, PAGE 94

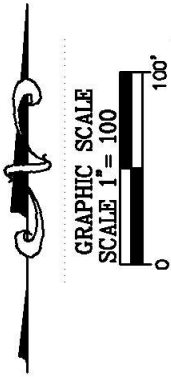
EASEMENT
 DOC# 11008/7241
 EASEMENT
 DOC# 20210637471

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

FILING AREA FLAMINGO CROSSINGS	DATE 2/13/2020
PROJECT NAME Parcel R2: 16" Potable water main easement	SCALE 1" = 100'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 4 OF 6	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20008R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

SEE SHEET 4



HARTZOG ROAD
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9782/7172
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8868
 O.R. BOOK 10815/4619
 PID 21-24-27-0000-00-028
 PID 28-24-27-0000-00-017
 PID 28-24-27-0000-00-018
 PID 28-24-27-0000-00-019
 PID 28-24-27-0000-00-020

EASEMENT
 DOC# 20200471834

WESTERLY APARTMENTS
 PLAT BOOK 103, PAGE 46

EASEMENT
 DOC# 20200216591

WESTERLY R/W LINE
 OF HARTZOG ROAD

EASEMENT 10265/1616
 SUBORDINATION 10265/1620

EASEMENT
 DOC# 20220608507

FLAMINGO CROSSINGS EAST
 PLAT BOOK 97, PAGE 94

EASEMENT
 O.R. BOOK 10931/6045

EASTERLY R/W LINE
 OF HARTZOG ROAD

EASEMENT
 DOC# 20150013093

EASEMENT
 O.R. BOOK 10859/93

EASTERLY R/W LINE
 OF HARTZOG ROAD
 EASEMENT
 DOC# 20210637471

TANGENT TABLE

LINE#	BEARING	DIST.
L23	S 00°05'03" W	23.24
L24	N 89°58'36" E	25.42
L25	S 00°01'25" E	20.00
L26	S 89°58'36" W	25.46
L27	S 00°05'03" W	44.07
L28	S 89°54'57" E	5.00
L29	S 00°05'03" W	81.16
L30	S 22°07'32" W	30.29
L31	S 02°26'29" E	76.76
L32	S 84°24'23" E	25.93
L33	N 84°24'23" W	25.93
L34	S 37°47'35" E	36.38
L35	S 08°16'47" W	46.90
L36	N 81°43'14" W	10.00
L37	S 08°16'47" W	108.82
L38	S 54°23'08" W	101.23
L39	N 81°00'31" W	71.82
L40	S 81°43'13" E	5.50
L41	N 08°16'47" E	6.60
L42	S 81°00'31" E	54.12
L43	N 54°23'08" E	96.97
L44	N 08°16'47" E	97.03
L45	N 82°31'00" W	124.01
L46	N 08°16'47" E	20.00
L47	S 82°31'00" E	121.47
L48	N 08°16'49" E	7.20
L49	N 37°47'35" W	39.57
L50	N 02°26'29" E	81.97
L51	N 22°07'32" E	29.65
L52	N 00°05'03" E	75.32
L53	S 89°54'57" E	5.00
L54	N 00°05'03" E	86.65

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C5	2136.54	01°58'56"	73.92	
C6	2162.49	00°31'48"	20.00	S 04°26'28" W
C7	2136.54	02°20'56"	87.59	S 04°57'36" W
C8	2162.49	00°17'13"	10.83	S 07°59'34" W
C9	1025.00	01°18'15"	23.33	N 09°35'02" E
C10	2106.54	05°12'20"	191.38	N 07°38'48" E

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
PROJECT NAME Parcel R2: 16" Potable water main easement	SCALE 1" = 100'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 5 OF 6	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20008R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURREY

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE, SOUTHEAST 1/4, SECTION 21 TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING N 89°59'21" W.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. NO TITLE COMMITMENT FURNISHED. EASEMENTS SHOWN HEREON ARE ONES KNOWN TO THE SURVEYOR.

ABBREVIATIONS

BRG	BEARING
CCR	CERTIFIED CORNER RECORD
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
DIST	DISTANCE
DOC#	RECORDED INSTRUMENT NUMBER
FAC	FLORIDA ADMINISTRATIVE CODE
LB	LICENSES BUSINESS
NT	NON TANGENT
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PID	PARCEL IDENTIFICATION
PRC	POINT OF REVERSE CURVATURE
PSM	PROFESSIONAL SURVEYOR AND MAPPER
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
TANG	TANGENT
TWN	TOWNSHIP

DS



DocuSigned by:

Jeff Green


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11/15/2023

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

Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

 ACES REEDY CREEK ENERGY SERVICES P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855	FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
	PROJECT NAME	Parcel R2: 16" Potable water main easement	SCALE	1" = 100'
	SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 6 OF 6	DRAWN BY:	JLG
	COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20008R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

DESCRIPTION


PARCEL R7: 24" POTABLE WATER MAIN EASEMENT

A portion of Western Way right of way as recorded in Official Records Book 9657, Page 2398, Book 9836, Page 4845 and Document No. 20190189218 of the Public Records of Orange County, Florida and Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

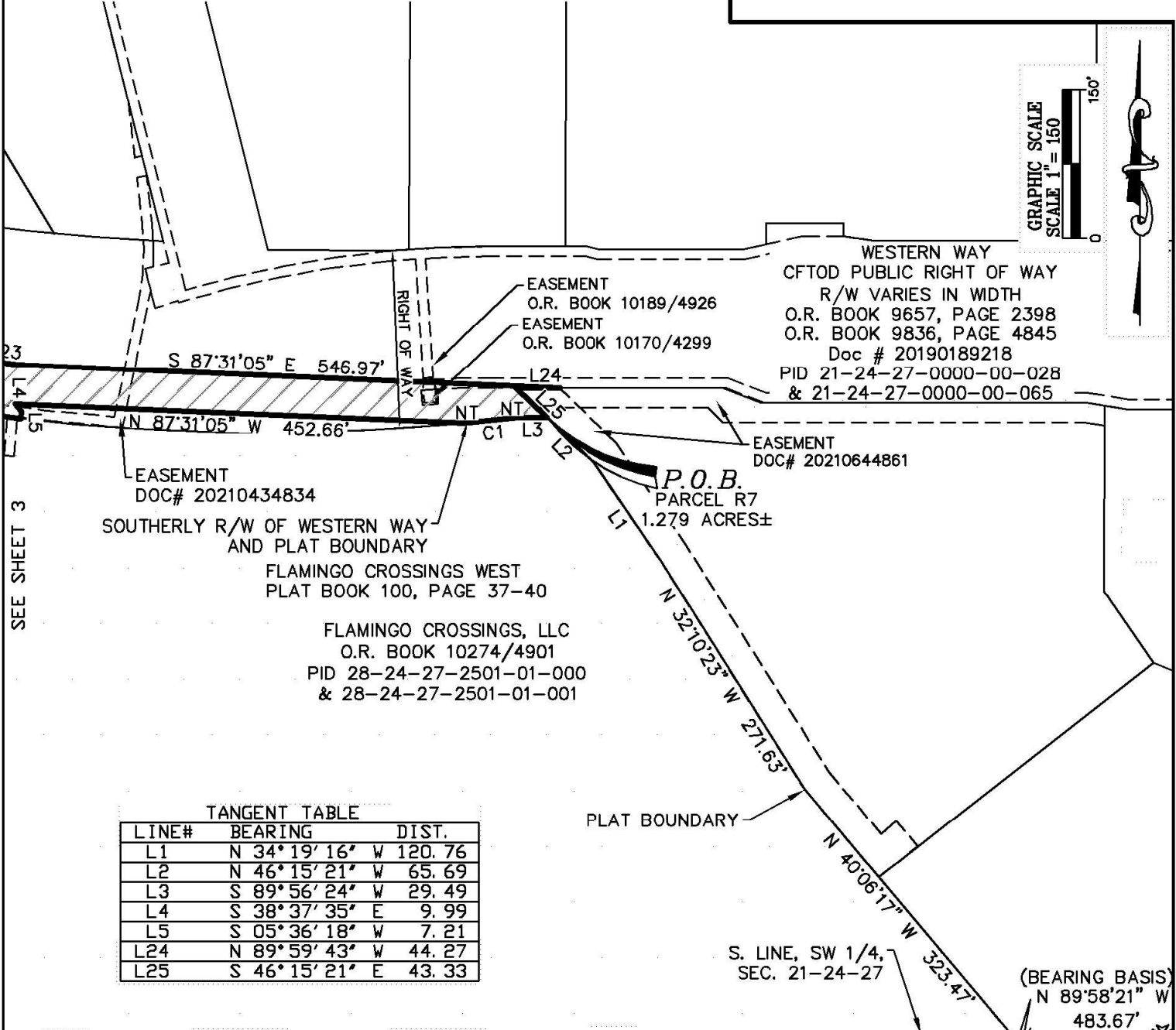
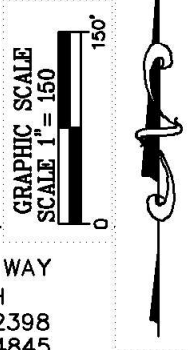
Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°58'21" W, 483.67 feet to a point on the boundary of the Flamingo Crossings West, recorded in Plat Book 100, Pages 37-40 of the Public Records of Orange County, Florida; thence run along said Plat boundary the following courses; N 40°06'17" W, 323.47 feet; N 32°10'23" W, 271.63 feet; N 34°19'16" W, 120.76 feet; N 46°15'21" W, 65.69 feet to a point on the Southerly right of way of said Western Way and Point of Beginning; thence run along said right of way and Plat boundary the following two courses S 89°56'24" W, 29.49 feet to a point on a non-tangent curve concave Northerly having a radius of 2127.32 feet, and a central angle of 01°28'06"; thence from a tangent bearing of S 83°05'52" W run Westerly along the arc of said curve, 54.52 feet to a point of non-tangency; thence N 87°31'05" W, 452.66 feet; thence S 38°37'35" E, 9.99 feet; thence S 05°36'18" W, 7.21 feet to a point on a non-tangent curve concave Northerly having a radius of 2127.32 feet, and a central angle of 00°34'32"; thence from a tangent bearing of N 83°22'48" W run Westerly along the arc of said curve, 21.37 feet to a point of non-tangency; thence N 38°37'35" W, 17.35 feet; thence N 87°31'05" W, 41.09 feet; thence N 01°35'26" W, 160.12 feet; thence N 89°35'26" W, 41.51 feet; thence N 78°20'26" W, 96.73 feet; thence N 75°50'26" W, 61.98 feet; thence N 73°20'26" W, 107.91 feet; thence N 70°50'26" W, 65.28 feet; thence N 68°20'26" W, 165.69 feet; thence N 65°50'26" W, 389.69 feet; thence S 24°28'37" W, 154.16 feet; thence run along the Southerly right of way line of aforesaid Western Way, N 65°54'15" W, 20.00 feet; thence departing said right of way line run, N 24°28'37" E, 154.18 feet; thence N 65°50'26" W, 104.12 feet; thence S 26°20'37" W, 154.41 feet; thence run along the Southerly right of way line of aforesaid Western Way, N 65°54'15" W, 20.02 feet; thence departing said right of way line run, N 26°20'37" E, 154.43 feet; thence N 65°50'26" W, 79.69 feet; thence run along the West line of the Southwest 1/4 of said Section 21, N 00°46'27" E, 21.79 feet; thence S 65°50'26" E, 621.72 feet; thence S 68°20'26" E, 164.81 feet; thence S 70°50'26" E, 64.41 feet; thence S 73°20'26" E, 107.04 feet; thence S 75°50'26" E, 61.11 feet; thence S 78°20'26" E, 94.32 feet; thence S 89°35'26" E, 58.86 feet; thence S 01°35'31" E, 137.36 feet; thence S 83°44'13" E, 51.48 feet; thence S 87°31'05" E, 546.97 feet; thence run along the Southerly right of way line of aforesaid Western Way the following two courses; N 89°59'43" W, 44.27 feet; S 46°15'21" E, 43.33 feet to the Point of Beginning. Containing 1.279 Acres, more or less.

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

SEE SHEET 4 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

 ACES <small>ALTERNATIVE ENERGY SERVICES</small> P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5865	FILING AREA	DATE:
	FLAMINGO CROSSINGS	2/13/2020
	PROJECT NAME	SCALE
	Parcel R7: 24" Potable water main easement	
SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 1 OF 4	DRAWN BY:
		JLG
COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:
		10JG20013R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 34° 19' 16" W	120.76
L2	N 46° 15' 21" W	65.69
L3	S 89° 56' 24" W	29.49
L4	S 38° 37' 35" E	9.99
L5	S 05° 36' 18" W	7.21
L24	N 89° 59' 43" W	44.27
L25	S 46° 15' 21" E	43.33

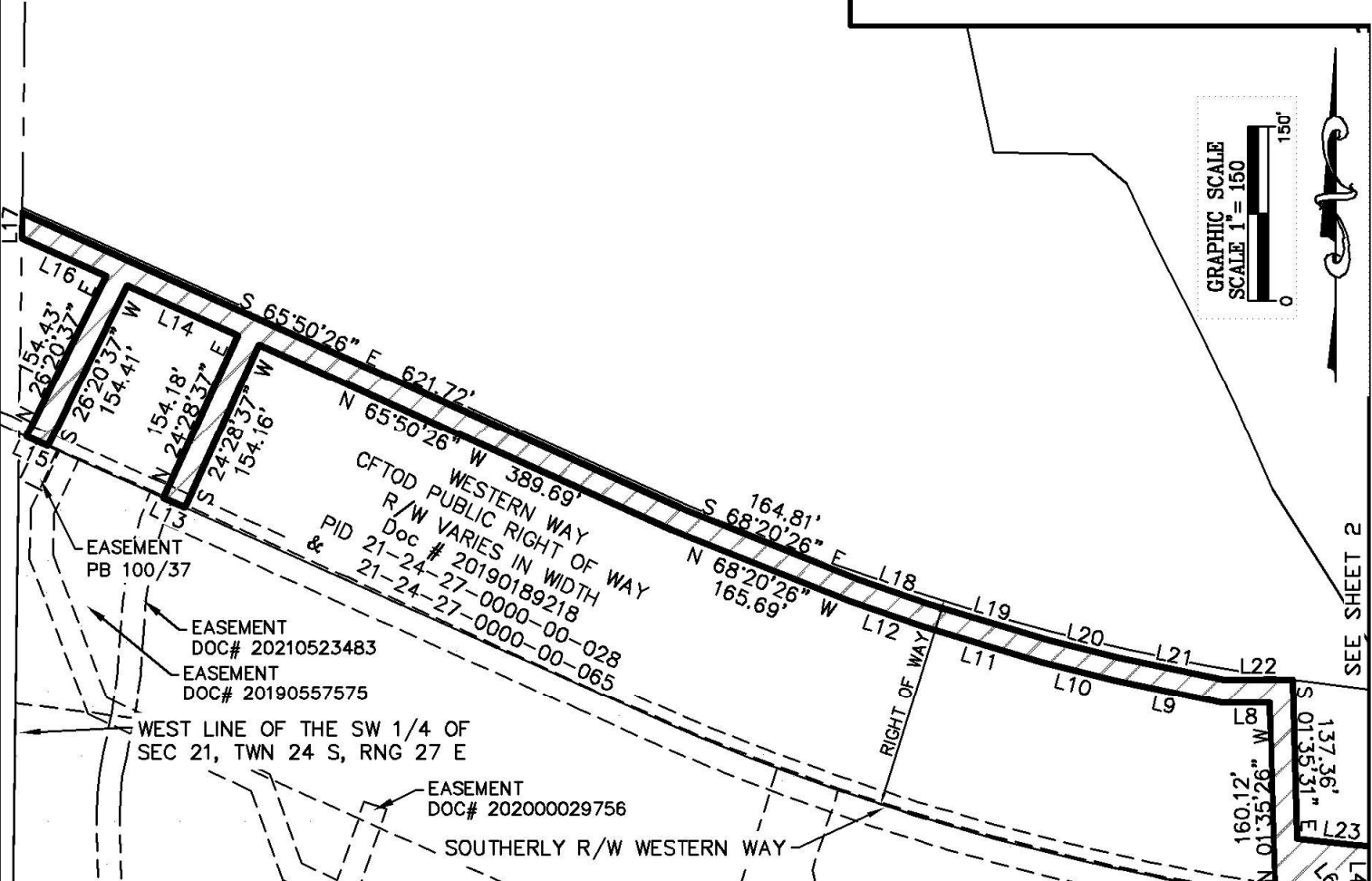
CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	2127.32	01° 28' 06"	54.52	S 83° 05' 52" W

(BEARING BASIS)
 N 89°58'21" W
 483.67'
 P.O.C.
 SOUTH QUARTER CORNER,
 SEC 21, TWN 24 S, RNG 27 E
 CCR #103939
 REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

	FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
	PROJECT NAME	Parcel R7: 24" Potable water main easement	SCALE	1" = 150'
	SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 2 OF 4	DRAWN BY:	JLG
	COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20013R1
	P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5865			

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



TANGENT TABLE

LINE#	BEARING	DIST.
L4	S 38° 37' 35" E	9.99
L5	S 05° 36' 18" W	7.21
L6	N 38° 37' 35" W	17.35
L7	N 87° 31' 05" W	41.09
L8	N 89° 35' 26" W	41.51
L9	N 78° 20' 26" W	96.73
L10	N 75° 50' 26" W	61.98
L11	N 73° 20' 26" W	107.91
L12	N 70° 50' 26" W	65.28
L13	N 65° 54' 15" W	20.00
L14	N 65° 50' 26" W	104.12
L15	N 65° 54' 15" W	20.02
L16	N 65° 50' 26" W	79.69
L17	N 00° 46' 27" E	21.79
L18	S 70° 50' 26" E	64.41
L19	S 73° 20' 26" E	107.04
L20	S 75° 50' 26" E	61.11
L21	S 78° 20' 26" E	94.32
L22	S 89° 35' 26" E	58.86
L23	S 83° 44' 13" E	51.48

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C2	2127.32	00° 34' 32"	21.37	N 83° 22' 48" W

FLAMINGO CROSSINGS WEST
 PLAT BOOK 100, PAGE 37-40



SEE SHEET 2

ACES
 RENEWABLE ENERGY SERVICES

P.O.B. 10000
 LAKE BUENA VISTA
 FL. 32830-1000
 PHONE 407-824-5865

FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
PROJECT NAME Parcel R7: 24" Potable water main easement	SCALE 1" = 150'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 3 OF 4	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20013R1

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE, SOUTHEAST 1/4, SECTION 21 TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING N 89°59'21" W.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. NO TITLE COMMITMENT FURNISHED. EASEMENTS SHOWN HEREON ARE ONES KNOWN TO THE SURVEYOR.

ABBREVIATIONS

BRG	BEARING
CCR	CERTIFIED CORNER RECORD
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
DIST	DISTANCE
DOC#	RECORDED INSTRUMENT NUMBER
FAC	FLORIDA ADMINISTRATIVE CODE
LB	LICENSES BUSINESS
NT	NON TANGENT
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PID	PARCEL IDENTIFICATION
PRC	POINT OF REVERSE CURVATURE
PSM	PROFESSIONAL SURVEYOR AND MAPPER
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
TANG	TANGENT
TWN	TOWNSHIP

DS



DocuSigned by:
Jeff Green
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11/15/2023

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Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20


 REEDY CREEK ENERGY SERVICES P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855	FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
	PROJECT NAME	Parcel R7: 24" Potable water main easement	SCALE	
	SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 4 OF 4	DRAWN BY:	JLG
	COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20013R1

EXHIBIT "A-2"

Reuse Water Easement Area

[see attached three (3) sketches of description totaling eleven (11) pages: three (3) in Parcel R3 and R4, four (4) in Parcel R5, and four (4) in Parcel R6]

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

DESCRIPTION

PARCEL R3: 24" POTABLE WATER MAIN/20" RECLAIM WATER MAIN EASEMENT

A portion of a deed in favor of Central Florida Tourism Oversight District formerly known as Reedy Creek Improvement District and recorded in Official Records Book 9836, Page 4845 of the Public Records of Orange County, Florida and Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 300.33 feet, to a point on the boundary of aforesaid deed and the Point of Beginning; thence run along the said deed boundary the following three courses; N 89°59'21" W, 183.34 feet; N 40°06'17" W, 208.07 feet; N 52°05'57" E, 50.04 feet; thence S 40°06'17" E, 73.74 feet; thence S 49°54'30" W, 20.00 feet; thence S 40°06'17" E, 118.45 feet; thence S 89°59'21" E, 139.87 feet; thence N 00°01'17" E, 8.00 feet; thence S 89°59'21" E, 29.63 feet; thence run along aforesaid deed boundary, S 00°11'03" W, 38.00 feet to the Point of Beginning. Containing 13027 square feet, more or less.


PARCEL R4: 24" POTABLE WATER MAIN/20" RECLAIM WATER MAIN EASEMENT

A portion of Hartzog Road as described in Official Records Book 9657, Page 2398, Book 9782, Page 7172 and Book 9836 Page 4845 of the Public Records of Orange County, Florida and Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

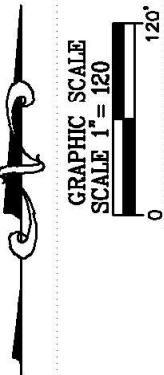
Begin at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 39.31 feet to a point on the Westerly right of way line of said Hartzog Road and a non-tangent curve concave Westerly having a radius of 1464.00 feet, and a central angle of 03°04'47"; thence from a tangent bearing of N 07°24'06" W run Northerly along the arc of said curve, 78.69 feet to a point non-tangency; thence N 83°59'30" E, 81.77 feet; thence S 28°18'19" E, 44.61 feet; thence N 83°20'54" E, 70.58 feet to a point on a non-tangent curve concave Westerly having a radius of 1010.00 feet, and a central angle of 03°08'31"; thence from a tangent bearing of S 06°39'05" E run Southerly along the arc of said curve and the Easterly right of way line of Hartzog Road, 55.38 feet to a point non-tangency; thence run along the South line of the Southeast 1/4 of said Section 21, S 89°59'05" W, 125.94 feet to the Point of Beginning. Containing 11306 square feet, more or less.

REVISED
 01/10/24
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

SEE SHEET 3 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

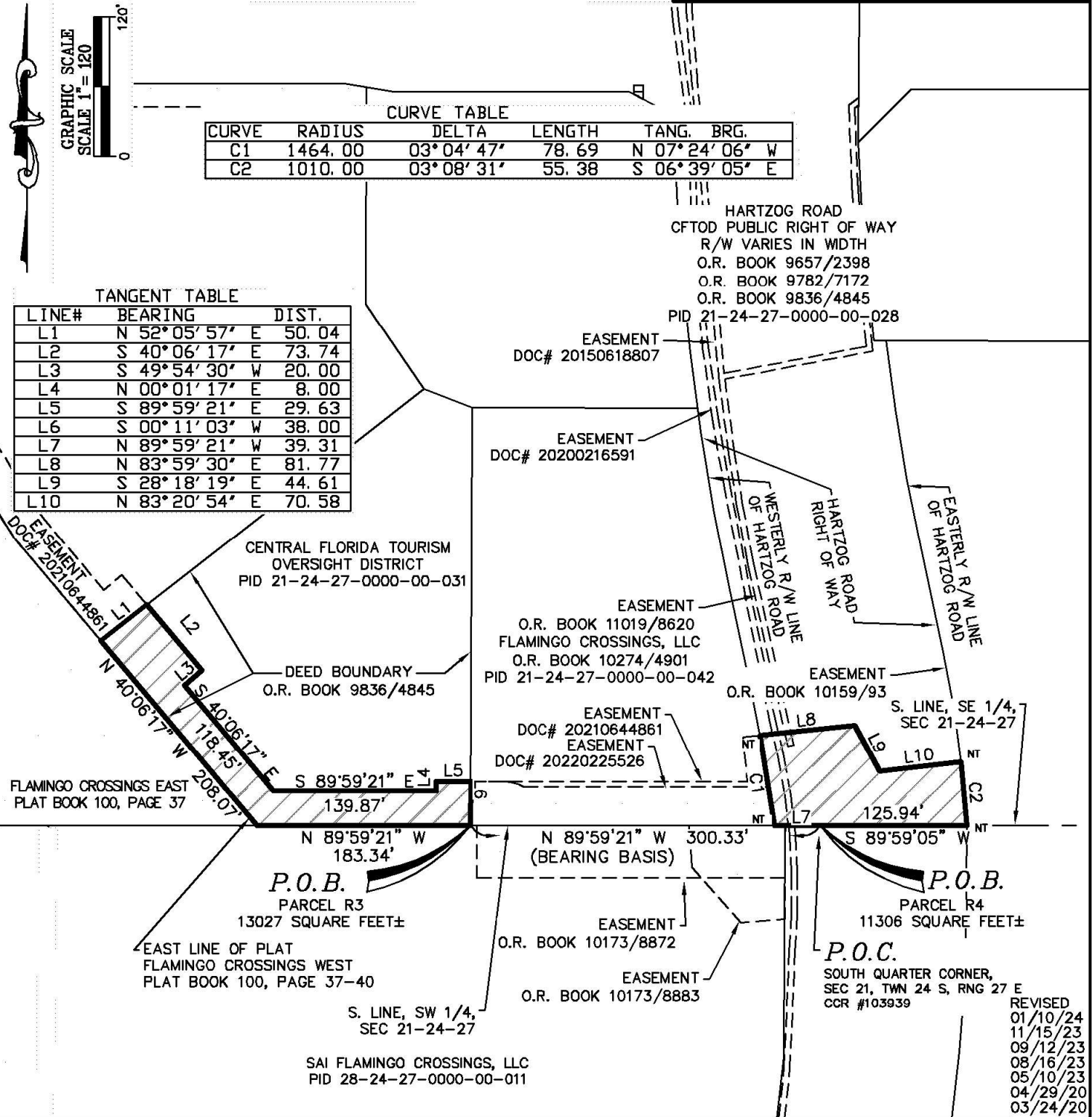
	FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
	PROJECT NAME Parcel R3/R4:24"Potable water main/20"Reclaim water main easement	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 3	DRAWN BY: JLC
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20007R1
	P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855	

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	TANG.	BRG.
C1	1464.00	03° 04' 47"	78.69	N 07° 24' 06"	W
C2	1010.00	03° 08' 31"	55.38	S 06° 39' 05"	E

TANGENT TABLE		
LINE#	BEARING	DIST.
L1	N 52° 05' 57" E	50.04
L2	S 40° 06' 17" E	73.74
L3	S 49° 54' 30" W	20.00
L4	N 00° 01' 17" E	8.00
L5	S 89° 59' 21" E	29.63
L6	S 00° 11' 03" W	38.00
L7	N 89° 59' 21" W	39.31
L8	N 83° 59' 30" E	81.77
L9	S 28° 18' 19" E	44.61
L10	N 83° 20' 54" E	70.58



REVISED
 01/10/24
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

	FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
	PROJECT NAME	Parcel R3/R4:24" Potable water main/20" Reclaim water main easement	SCALE	1" = 120'
	SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 2 OF 3	DRAWN BY:	JLG
	COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20007R1
	P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855			

PROJECT NAME:FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE, SOUTHEAST 1/4, SECTION 21 TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING N 89°59'21" W.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. NO TITLE COMMITMENT FURNISHED. EASEMENTS SHOWN HEREON ARE ONES KNOWN TO THE SURVEYOR.

ABBREVIATIONS

BRG	BEARING
CCR	CERTIFIED CORNER RECORD
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
DIST	DISTANCE
DOC#	RECORDED INSTRUMENT NUMBER
FAC	FLORIDA ADMINISTRATIVE CODE
LB	LICENSES BUSINESS
NT	NON TANGENT
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PID	PARCEL IDENTIFICATION
PRC	POINT OF REVERSE CURVATURE
PSM	PROFESSIONAL SURVEYOR AND MAPPER
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
TANG	TANGENT
TWN	TOWNSHIP

DS



DocuSigned by:

Jeff Green

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1/10/2024

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Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED
 01/10/24
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20



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

FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
PROJECT NAME	Parcel R3/R4:24"Potable water main/20"Reclaim water main easement	SCALE	
SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 3 OF 3	DRAWN BY:	JLG
COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20007R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL R5: 8" RECLAIM WATER MAIN EASEMENT


DESCRIPTION

A portion of Hartzog Road as described in Official Records Book 9782, Page 7172, Book 10170, Page 4303, Book 10173 Page 8868 and Book 10815, Page 4619 of the Public Records of Orange County, Florida and Section 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Begin at the North Quarter corner of said Section 28, run along the North line of the Northeast 1/4 of said Section 28, N 89°59'05" E, 125.94 feet to a point on the Easterly right of way line of said Hartzog Road; thence run along said right of way line, S 00°38'39" W, 39.70 feet; thence departing said right of way line run, S 89°46'18" W, 60.70 feet; thence S 44°56'25" W, 31.83 feet; thence S 00°16'05" E, 37.87 feet; thence S 40°16'42" W, 11.53 feet; thence S 01°31'51" W, 146.97 feet; thence S 85°18'05" E, 80.96 feet to a point on the Easterly right of way line of said Hartzog Road; thence run along said right of way line, S 06°18'32" W, 20.01 feet; thence departing said right of way line run, N 85°18'05" W, 80.40 feet; thence S 07°52'00" W, 86.92 feet; thence S 38°55'47" E, 17.33 feet; thence S 07°38'47" W, 108.53 feet; thence S 02°33'05" W, 36.21 feet; thence S 83°31'35" E, 70.72 feet to a point on the Easterly right of way line of said Hartzog Road, and a point on a non-tangent curve concave Easterly having a radius of 2004.50 feet, and a central angle of 00°34'18"; thence from a tangent bearing of S 05°38'38" W run Southerly along the arc of said curve and right of way line, 20.00 feet to a point of non-tangency; thence N 83°31'35" W, 70.07 feet; thence S 04°27'39" W, 73.76 feet; thence S 44°32'50" W, 16.54 feet; thence S 01°38'33" W, 146.63 feet; thence S 00°03'38" W, 88.10 feet; thence S 89°56'22" E, 83.46 feet to a point on the Easterly right of way line of said Hartzog Road; thence run along said right of way line, S 00°01'25" E, 20.00 feet departing said right of way line run; thence N 89°56'22" W, 83.49 feet; thence S 00°03'38" W, 122.66 feet; thence S 46°54'21" E, 16.45 feet; thence S 00°12'36" E, 166.14 feet; thence N 89°47'24" E, 71.13 feet to a point on the Easterly right of way line of said Hartzog Road; thence run along said right of way line, S 00°01'25" E, 20.00 feet; thence departing said right of way line run, S 89°47'24" W, 71.06 feet; thence S 00°12'36" E, 87.25 feet; thence S 43°55'11" W, 16.84 feet; thence S 00°14'25" W, 180.65 feet; thence S 89°45'35" E, 90.80 feet to a point on the Easterly right of way line of said Hartzog Road; thence run along said right of way line, S 00°01'25" E, 20.00 feet; thence departing said right of way line run, N 89°45'35" W, 90.89 feet; thence S 00°14'25" W, 213.04 feet; thence S 35°26'28" E, 17.06 feet to a point on a non-tangent curve concave Westerly having a radius of 1964.51 feet, and a central angle of 02°09'35"; thence from a tangent bearing of S 00°22'13" W run Southerly along the arc of said curve, 74.05 feet to a point on non-tangency; thence S 84°28'10" E, 71.48 feet to a point on the Easterly right of way line of said Hartzog Road, and a point on a non-tangent curve concave Westerly having a radius of 2162.49 feet, and a central angle of 00°31'48"; thence from a tangent bearing of S 03°58'08" W run Southerly along the arc of said curve and right of way line, 20.01 feet to a point of non-tangency; thence departing said right of way line on a non-radial bearing run, N 84°28'10" W, 70.98 feet to a point on a non-tangent curve concave Westerly having a radius of 1964.51 feet, and a central angle of 04°00'25"; thence from a tangent bearing of S 03°06'51" W run Southerly along the arc of said curve, 137.39 feet; thence S 12°29'24" W, 93.86 feet; thence S 05°28'02" W, 61.62 feet; thence S 82°58'16" E, 61.91 feet to a point on the Easterly right of way line of said Hartzog Road; thence run along said right of way line, S 08°16'47" W, 20.00 feet; thence departing said right of way line run, N 82°58'16" W, 60.93 feet; thence S 05°28'02" W, 18.35 feet; thence S 43°40'50" W, 19.61 feet; thence N 81°40'55" W, 73.14 feet to a point on the Westerly right of way line of aforesaid Hartzog Road, and a point on a non-tangent curve concave Westerly having a radius of 1025.00 feet, and a central angle of 00°19'02"; thence from a tangent bearing of N 08°35'50" E run Northerly along the arc of said curve and right of way line, 5.68 feet to a point non-tangency; thence continue along said right of way line the following courses; S 81°43'13" E, 5.50 feet; N 08°16'47" E, 14.32 feet; thence departing said right of way line run, S 81°40'55" E, 57.31 feet; thence N 43°40'50" E, 2.35 feet; thence N 05°28'02" E, 94.28 feet; thence N 12°29'24" E, 85.45 feet; thence N 81°03'23" W, 60.32 feet to a point on the Westerly right of way line of said Hartzog Road; thence run along said right of way line the following two course; N 08°16'47" E, 5.39 feet to a point of curvature of a curve concave Westerly having a radius of 2013.49 feet, and a central angle of 00°24'56"; thence run Northerly along the arc of said curve, 14.61 feet to a point non-tangency; thence S 81°03'23" E, 60.74 feet to a point on a non-tangent curve concave Westerly having a radius of 1944.51 feet, and a central angle of 06°11'57"; thence from a tangent bearing of N 06°45'34" E run Northerly along the arc of said curve, 210.39 feet to a point of non-tangency; thence N 35°26'28" W, 17.02 feet; thence N 00°14'25" E, 428.15 feet; thence N 43°55'11" E, 16.75 feet; thence N 00°12'36" W, 256.64 feet; thence N 46°54'21" W, 16.50 feet; thence N 00°03'38" E, 239.73 feet; thence N 01°38'33" E, 154.77 feet; thence N 44°32'50" E, 17.10 feet; thence N 04°27'39" E, 76.14 feet; thence N 02°33'05" E, 46.79 feet; thence N 07°38'47" E, 100.81 feet; thence N 38°55'47" W, 17.38 feet; thence N 07°52'00" E, 104.48 feet; thence N 01°31'51" E, 162.91 feet; thence N 40°16'42" E, 10.64 feet; thence S 85°59'06" W, 52.75 feet to a point on the Westerly right of way line of said Hartzog Road; thence run along said right of way line, N 00°17'54" E, 20.06 feet; thence departing said right of way line run, N 85°59'05" E, 52.90 feet; thence N 00°16'05" W, 19.15 feet; thence N 44°56'25" E, 48.41 feet; thence N 89°46'18" E, 19.07 feet; thence N 45°13'14" W, 26.28 feet; thence S 83°59'30" W, 87.42 feet to a point of the Westerly right of way line of Hartzog Road; thence run along said right of way line, N 00°17'54" E, 10.51 feet; thence departing said right of way line run along the North line of the Northwest 1/4 of said Section 28, S 89°59'21" E, 30.00 feet to the Point of Beginning. Containing 1.388 Acres, more or less.

REVISED
 12/01/23 05/10/23
 11/15/23 04/29/20
 09/12/23 03/24/20
 08/16/23

SEE SHEET 4 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

 <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
	PROJECT NAME	Parcel R5: 8" Reclaim water main easement	SCALE	
	SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 1 OF 4	DRAWN BY:	JLG
	COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20009R2

PROJECT NAME: FLAMINGO CROSSINGS LLC,
 CFTOD, SPEEDWAY Non-Exclusive Utility
 Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

NORTH QUARTER CORNER,
 SEC 28, TWN 24 S, RNG 27 E
 CCR #103939

P.O.B.
 PARCEL R5
 1,388 ACRES±

N 89°59'21" W
 (BEARING BASIS)

EASEMENT
 O.R. BOOK 10173/8872

N. LINE, NW 1/4,
 SEC 28-24-27

EASEMENT
 O.R. BOOK 10173/8883

WESTERLY R/W LINE
 OF HARTZOG ROAD

SAI FLAMINGO CROSSINGS, LLC
 PID 28-24-27-0000-00-011

N. LINE, NE 1/4,
 SEC 28-24-27
 EASTERLY R/W LINE
 OF HARTZOG ROAD

EASEMENT
 O.R. BOOK 10859/93

HARTZOG ROAD
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH

O.R. BOOK 9782/7172
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8868
 O.R. BOOK 10815/4619
 PID 21-24-27-0000-00-028
 PID 28-24-27-0000-00-017
 PID 28-24-27-0000-00-018
 PID 28-24-27-0000-00-019
 PID 28-24-27-0000-00-020

WESTERLY APARTMENTS
 PLAT BOOK 103, PAGE 46

FLAMINGO CROSSINGS EAST
 PLAT BOOK 97, PAGE 94

SEE SHEET 3

LINE#	BEARING	DIST.
L1	S 00°38'39" W	39.70
L2	S 89°46'18" W	60.70
L3	S 44°56'25" W	31.83
L4	S 00°16'05" E	37.87
L5	S 40°16'42" W	11.53
L6	S 85°18'05" E	80.96
L7	S 06°18'32" W	20.01
L8	N 85°18'05" W	80.40
L9	S 07°52'00" W	86.92
L10	S 38°55'47" E	17.33
L11	S 02°33'05" W	36.21
L12	S 83°31'35" E	70.72
L13	N 83°31'35" W	70.07
L14	S 04°27'39" W	73.76
L15	S 44°32'50" W	16.54
L16	S 00°03'38" W	88.10
L17	S 89°56'22" E	83.46
L18	S 00°01'25" E	20.00
L19	N 89°56'22" W	83.49
L20	S 46°54'21" E	16.45
L51	N 46°54'21" W	16.50
L52	N 44°32'50" E	17.10
L53	N 04°27'39" E	76.14
L54	N 02°33'05" E	46.79
L55	N 07°38'47" E	100.81
L56	N 38°55'47" W	17.38
L57	N 40°16'42" E	10.64
L58	S 85°59'06" W	52.75
L59	N 00°17'54" E	20.06
L60	N 85°59'05" E	52.90
L61	N 00°16'05" W	19.15
L62	N 44°56'25" E	48.41
L63	N 89°46'18" E	19.07
L64	N 45°13'14" W	26.28
L65	S 83°59'30" W	87.42
L66	N 00°17'54" E	10.51
L67	S 89°59'21" E	30.00

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	2004.50	00°34'18"	20.00	S 05°38'38" W

REVISED
 12/01/23 05/10/23
 11/15/23 04/29/20
 09/12/23 03/24/20
 08/18/23

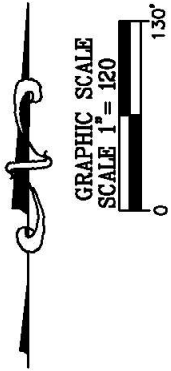


RCES
 RENEWABLE ENERGY SERVICES

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

FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
PROJECT NAME Parcel R5: 8" Reclaim water main easement	SCALE 1" = 130'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 2 OF 4	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20009R2

PROJECT NAME: FLAMINGO CROSSINGS LLC,
 CFTOD, SPEEDWAY Non-Exclusive Utility
 Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



EASEMENT
 DOC# 20200216591

TANGENT TABLE

LINE#	BEARING	DIST.
L21	N 89° 47' 24" E	71.13
L22	S 00° 01' 25" E	20.00
L23	S 89° 47' 24" W	71.06
L24	S 00° 12' 36" E	87.25
L25	S 43° 55' 11" W	16.84
L26	S 89° 45' 35" E	90.80
L27	S 00° 01' 25" E	20.00
L28	N 89° 45' 35" W	90.89
L29	S 35° 26' 28" E	17.06
L30	S 84° 28' 10" E	71.48
L31	N 84° 28' 10" W	70.98
L32	S 12° 29' 24" W	93.86
L33	S 05° 28' 02" W	61.62
L34	S 82° 58' 16" E	61.91
L35	S 08° 16' 47" W	20.00
L36	N 82° 58' 16" W	60.93
L37	S 05° 28' 02" W	18.35
L38	S 43° 40' 50" W	19.61
L39	N 81° 40' 55" W	73.14
L40	S 81° 43' 13" E	5.50
L41	N 08° 16' 47" E	14.32
L42	S 81° 40' 55" E	57.31
L43	N 43° 40' 50" E	2.35
L44	N 05° 28' 02" E	94.28
L45	N 12° 29' 24" E	85.45
L46	N 81° 03' 23" W	60.32
L47	N 08° 16' 47" E	5.39
L48	S 81° 03' 23" E	60.74
L49	N 35° 26' 28" W	17.02
L50	N 43° 55' 11" E	16.75

WESTERLY APARTMENTS
 PLAT BOOK 103, PAGE 46

WESTERLY R/W LINE
 OF HARTZOG ROAD

EASEMENT 10265/1616
 SUBORDINATION 10265/1620

EASEMENT
 DOC# 20220608507

SEE SHEET 2

HARTZOG ROAD
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9782/7172
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8868
 O.R. BOOK 10815/4619
 PID 21-24-27-0000-00-028
 PID 28-24-27-0000-00-017
 PID 28-24-27-0000-00-018
 PID 28-24-27-0000-00-019
 PID 28-24-27-0000-00-020

FLAMINGO CROSSINGS EAST
 PLAT BOOK 97, PAGE 94

EASEMENT
 DOC# 20200471834

FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4901
 PID 28-24-27-2500-01-000

EASEMENT
 DOC# 20150013093

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C2	1964.51	02° 09' 35"	74.05	S 00° 22' 13" W
C3	2162.49	00° 31' 48"	20.01	S 03° 58' 08" W
C4	1964.51	04° 00' 25"	137.39	S 03° 06' 51" W
C5	1025.00	00° 19' 02"	5.68	N 08° 35' 50" E
C6	2013.49	00° 24' 56"	14.61	
C7	1944.51	06° 11' 57"	210.39	N 06° 45' 34" E

REVISED
 12/01/23 05/10/23
 11/15/23 04/29/20
 09/12/23 03/24/20
 08/16/23

FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
PROJECT NAME Parcel R5: 8" Reclaim water main easement	SCALE 1" = 130'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 3 OF 4	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20009R2

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

ABBREVIATIONS

BRG BEARING
 CCR CERTIFIED CORNER
 RECORD
 CFTOD CENTRAL FLORIDA
 TOURISM OVERSIGHT
 DISTRICT
 DIST DISTANCE
 DOC# RECORDED INSTRUMENT
 NUMBER
 FAC FLORIDA ADMINISTRATIVE
 CODE
 LB LICENSES BUSINESS
 NT NON TANGENT
 O.R. OFFICIAL RECORDS
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF
 COMMENCEMENT
 PB PLAT BOOK
 PC POINT OF CURVATURE
 PID PARCEL IDENTIFICATION
 PRC POINT OF REVERSE
 CURVATURE
 PSM PROFESSIONAL
 SURVEYOR AND MAPPER
 PT POINT OF TANGENCY
 R/W RIGHT OF WAY
 RNG RANGE
 SEC SECTION
 TANG TANGENT
 TWN TOWNSHIP

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE, SOUTHEAST 1/4, SECTION 21 TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING N 89°59'21" W.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. NO TITLE COMMITMENT FURNISHED. EASEMENTS SHOWN HEREON ARE ONES KNOWN TO THE SURVEYOR.

DS



DocuSigned by:

Jeff Green

F97A464D3A7549E...

12/4/2023

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

Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED
 12/01/23 05/10/23
 11/15/23 04/29/20
 09/12/23 03/24/20
 08/16/23



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

FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
PROJECT NAME Parcel R5: 8" Reclaim water main easement	SCALE
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 4 OF 4	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20009R2

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

DESCRIPTION


PARCEL R6:12" SANITARY SEWER FORCE MAIN/20 "RECLAIM WATER MAIN EASEMENT

A portion of Western Way as recorded in Official Records Book 9657, Page 2398, Book 9836, Page 4845 and Document No. 20190189218 of the Public Records of Orange County, Florida, and Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

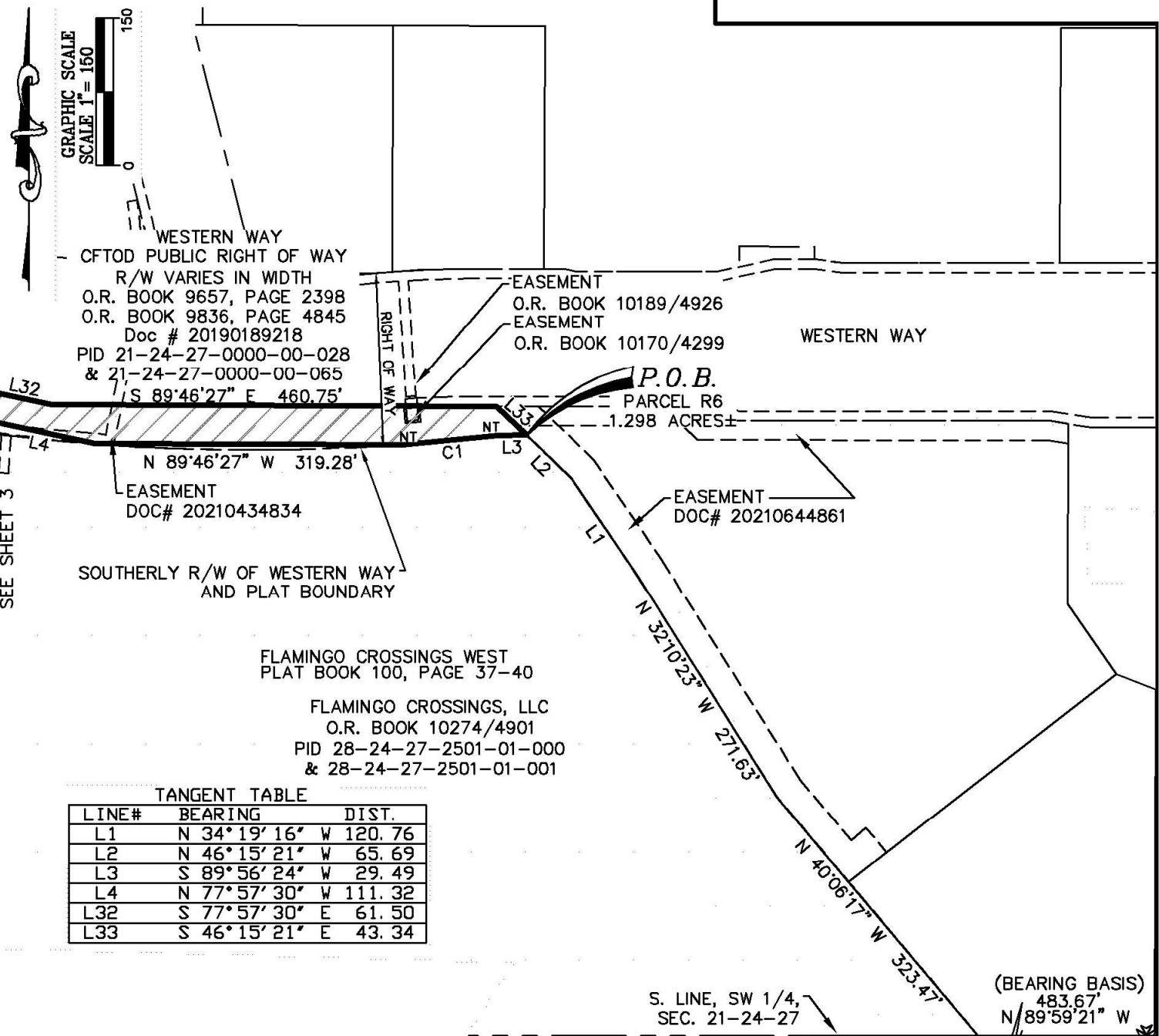
Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 483.67 feet to a point on the boundary of Flamingo Crossings West, as recorded in Plat Book 100, Pages 37-40 of the Public Records of Orange County, Florida; thence run along said Plat boundary the following courses; N 40°06'17" W, 323.47 feet; N 32°10'23" W, 271.63 feet; N 34°19'16" W, 120.76 feet; N 46°15'21" W, 65.69 feet to a point on the Southerly right of way of said Western Way and the Point of Beginning; thence run along said right of way and Plat boundary the following two courses; S 89°56'24" W, 29.49 feet to a point on a non-tangent curve concave Northerly having a radius of 2127.32 feet, and a central angle of 02°40'21"; from a tangent bearing of S 83°05'52" W run Westerly along the arc of said curve, 99.22 feet to a point of non-tangency; thence departing said right of way and Plat boundary run, N 89°46'27" W, 319.28 feet; thence N 77°57'30" W, 111.32 feet; thence N 86°02'58" W, 39.57 feet; thence N 78°47'30" W, 200.14 feet; thence N 57°49'47" W, 35.98 feet; thence N 78°47'30" W, 67.66 feet; thence N 65°57'30" W, 48.89 feet; thence N 75°57'30" W, 93.82 feet; thence N 65°57'30" W, 69.06 feet; thence N 75°57'30" W, 33.52 feet; thence N 64°32'30" W, 123.28 feet; thence N 74°32'30" W, 28.94 feet; thence N 64°32'30" W, 131.26 feet; thence N 75°57'30" W, 17.40 feet; thence N 64°32'30" W, 109.52 feet; thence N 74°32'30" W, 18.78 feet; thence N 64°32'30" W, 191.94 feet; thence run along the West line of the Southwest 1/4 of said Section 21, N 00°46'27" E, 33.02 feet; thence S 64°32'30" E, 203.11 feet; thence S 74°32'30" E, 18.78 feet; thence S 64°32'30" E, 109.14 feet; thence S 75°57'30" E, 17.40 feet; thence S 64°32'30" E, 131.64 feet; thence S 74°32'30" E, 28.94 feet; thence S 64°32'30" E, 122.91 feet; thence S 75°57'30" E, 33.15 feet; thence S 65°57'30" E, 69.06 feet; thence S 75°57'30" E, 93.82 feet; thence S 65°57'30" E, 48.14 feet; thence S 78°47'30" E, 69.83 feet; thence S 57°49'47" E, 35.98 feet; thence S 78°47'30" E, 192.69 feet; thence S 86°02'58" E, 39.79 feet; thence S 77°57'30" E, 61.50 feet; thence S 89°46'27" E, 460.75 feet to a point on the aforesaid right of way line; thence run along right of way, S 46°15'21" E, 43.34 feet to the Point of Beginning. Containing 1.298 Acres, more or less.

SEE SHEET 4 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

REVISED
 11/15/23
 09/17/23
 08/18/23
 05/10/23
 04/29/20
 03/24/20

	P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855	FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
		PROJECT NAME Parcel R6:12"Sanitary sewer force main/20"Reclaim water main easement	SCALE
		SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 4	DRAWN BY: JLG
		COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20012R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



WESTERN WAY
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9657, PAGE 2398
 O.R. BOOK 9836, PAGE 4845
 Doc # 20190189218
 PID 21-24-27-0000-00-028
 & 21-24-27-0000-00-065
 S 89°46'27" E 460.75'

EASEMENT
 O.R. BOOK 10189/4926
 EASEMENT
 O.R. BOOK 10170/4299

EASEMENT
 DOC# 20210434834

EASEMENT
 DOC# 20210644861

SOUTHERLY R/W OF WESTERN WAY
 AND PLAT BOUNDARY

FLAMINGO CROSSINGS WEST
 PLAT BOOK 100, PAGE 37-40

FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4901
 PID 28-24-27-2501-01-000
 & 28-24-27-2501-01-001

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 34°19'16" W	120.76
L2	N 46°15'21" W	65.69
L3	S 89°56'24" W	29.49
L4	N 77°57'30" W	111.32
L32	S 77°57'30" E	61.50
L33	S 46°15'21" E	43.34

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	2127.32	02°40'21"	99.22	S 83°05'52" W

(BEARING BASIS)
 483.67'
 N 89°59'21" W

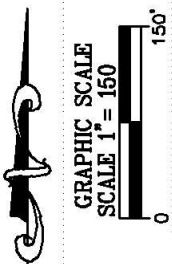
P.O.C.
 SOUTH QUARTER CORNER,
 SEC 21, TWN 24 S, RNG 27 E
 CCR #103939

REVISED
 11/15/23
 09/16/23
 05/10/23
 04/29/20
 03/24/20

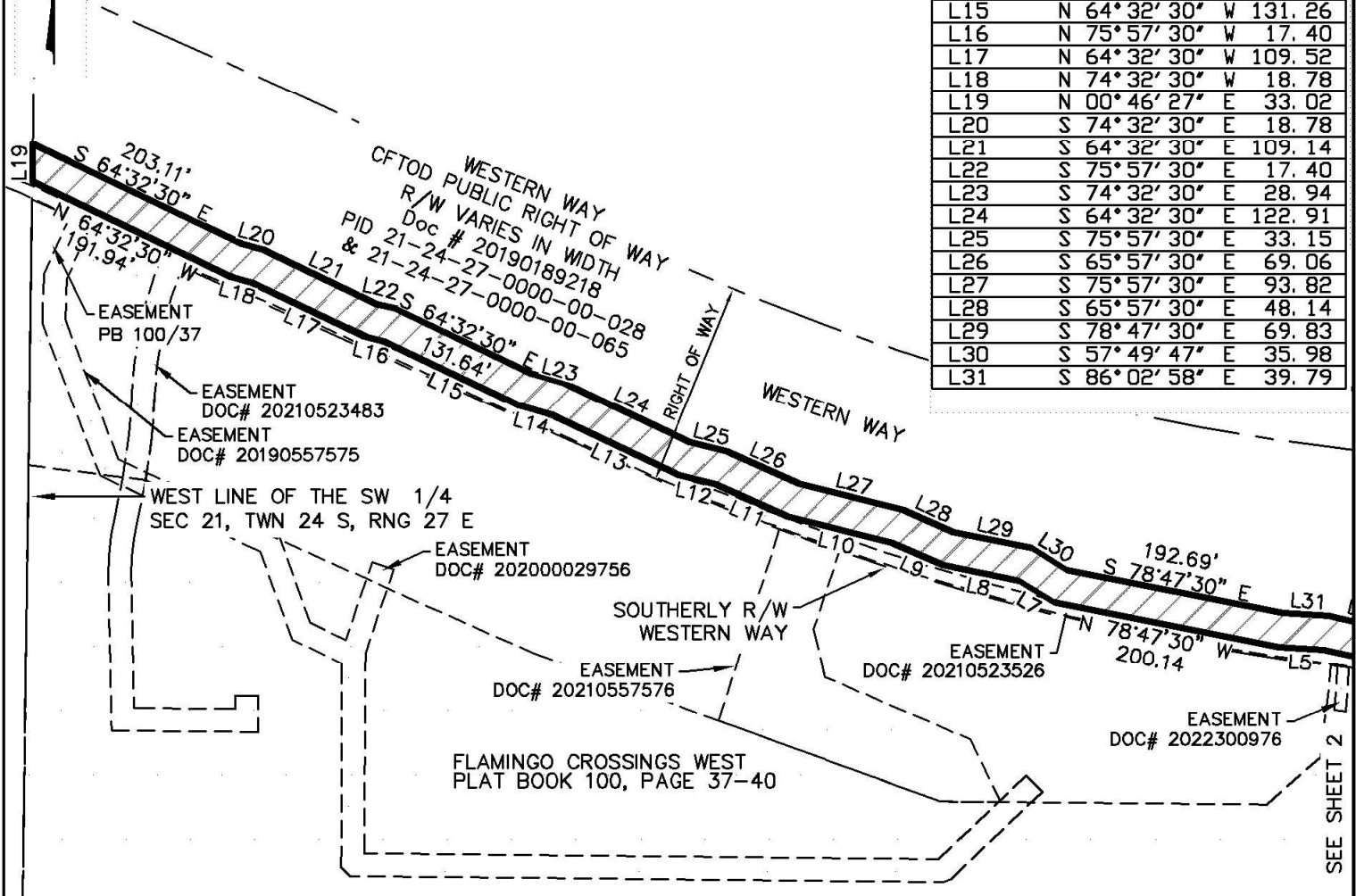
P.O.B. 10000
 LAKE BUENA VISTA
 FL. 32830-1000
 PHONE 407-824-5855

FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
PROJECT NAME Parcel R6:12"Sanitary sewer force main/20"Reclaim water main easement	SCALE 1" = 150'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 2 OF 4	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20012R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



LINE#	BEARING	DIST.
L5	N 86° 02' 58" W	39.57
L7	N 57° 49' 47" W	35.98
L8	N 78° 47' 30" W	67.66
L9	N 65° 57' 30" W	48.89
L10	N 75° 57' 30" W	93.82
L11	N 65° 57' 30" W	69.06
L12	N 75° 57' 30" W	33.52
L13	N 64° 32' 30" W	123.28
L14	N 74° 32' 30" W	28.94
L15	N 64° 32' 30" W	131.26
L16	N 75° 57' 30" W	17.40
L17	N 64° 32' 30" W	109.52
L18	N 74° 32' 30" W	18.78
L19	N 00° 46' 27" E	33.02
L20	S 74° 32' 30" E	18.78
L21	S 64° 32' 30" E	109.14
L22	S 75° 57' 30" E	17.40
L23	S 74° 32' 30" E	28.94
L24	S 64° 32' 30" E	122.91
L25	S 75° 57' 30" E	33.15
L26	S 65° 57' 30" E	69.06
L27	S 75° 57' 30" E	93.82
L28	S 65° 57' 30" E	48.14
L29	S 78° 47' 30" E	69.83
L30	S 57° 49' 47" E	35.98
L31	S 86° 02' 58" E	39.79



REVISED
 11/05/23
 09/17/23
 06/16/23
 05/10/23
 04/28/20
 03/24/20

	FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
	PROJECT NAME	Parcel R6:12"Sanitary sewer force main/20"Reclaim water main easement	SCALE	1" = 150'
	SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 3 OF 4	DRAWN BY:	JLG
	COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20012R1
		P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855		

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE, SOUTHEAST 1/4, SECTION 21 TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING N 89°59'21" W.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. NO TITLE COMMITMENT FURNISHED. EASEMENTS SHOWN HEREON ARE ONES KNOWN TO THE SURVEYOR.

ABBREVIATIONS

BRG	BEARING
CCR	CERTIFIED CORNER RECORD
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
DIST	DISTANCE
DOC#	RECORDED INSTRUMENT NUMBER
FAC	FLORIDA ADMINISTRATIVE CODE
LB	LICENSES BUSINESS
NT	NON TANGENT
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PID	PARCEL IDENTIFICATION
PRC	POINT OF REVERSE CURVATURE
PSM	PROFESSIONAL SURVEYOR AND MAPPER
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
TANG	TANGENT
TWN	TOWNSHIP

DS



DocuSigned by:
Jeff Green
 F97A464D3A7549E...
 11/15/2023

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

Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/23
 03/24/20


 <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
	PROJECT NAME Parcel R6:12"Sanitary sewer force main/20"Reclaim water main easement	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 4 OF 4	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20012R1

EXHIBIT "A-3"

Sanitary Sewer Easement Area

[see attached two (2) sketches of description totaling nine (9) pages: five (5) in Parcel R1 and four (4) in Parcel R6]]

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030

SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

DESCRIPTION

PARCEL R1, 12" SANITARY FORCE MAIN EASEMENT

A portion of Hartzog Road as described in Official Records Book 9657, Page 2398, Book 9782, Page 7172 Book 9836 Page 4845, Book 10170, Page 4303 and Book 10173, Page 8868 of the Public Records of Orange County, Florida and Sections 21 and 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:


Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 4.13 feet, to the Point of Beginning; thence N 11°16'17" W, 261.73 feet to a point of curvature of a curve concave Easterly having a radius of 1910.00 feet, and a central angle of 10°40'51"; thence run Northerly along the arc of said curve, 356.05 feet to a point of non-tangency; thence N 89°59'43" W, 34.31 feet to a point on the Westerly right of way line of said Hartzog Road; thence run along said right of way line, N 62°00'15" W, 42.61 feet; thence departing said right of way line run, S 89°59'43" E, 91.84 feet to a point on a non-tangent curve concave Easterly having a radius of 1890.00 feet, and a central angle of 11°16'51"; thence from a tangent bearing of S 00°00'33" W run Southerly along the arc of said curve, 372.11 feet to a point of tangency; thence S 11°16'17" E, 265.71 feet to a point on the South line of the Southeast 1/4 of said Section 21; thence entering said Section 28 run, S 11°16'17" E, 43.12 feet; thence S 44°43'43" W, 22.94 feet; thence S 00°17'22" E, 55.94 feet to a point of curvature of a curve concave Westerly having a radius of 1664.25 feet, and a central angle of 08°22'05"; thence run Southerly along the arc of said curve, 243.06 feet; to a point of reverse curvature of a curve concave Easterly having a radius of 3056.78 feet, and a central angle of 08°13'03"; thence run Southerly along the arc of said curve, 438.42 feet to a point of tangency; thence S 00°08'21" E, 801.84 feet to a point of curvature of a curve concave Westerly having a radius of 2822.81 feet, and a central angle of 09°58'41"; thence run Southerly along the arc of said curve, 491.60 feet; to a point on a non-tangent curve concave Northerly having a radius of 346.58 feet, and a central angle of 11°49'08"; thence from a tangent bearing of S 76°01'30" E run Easterly along the arc of said curve, 71.49 feet to a point of tangency; thence S 87°50'38" E, 29.13 feet to a point on the aforesaid Easterly right of way line of Hartzog Road; thence run along said right of way line, S 08°16'47" W, 32.18 feet; thence departing said right of way line run, N 87°50'38" W, 25.70 feet to a point of curvature of a curve concave Northerly having a radius of 378.58 feet, and a central angle of 11°49'29"; thence run Westerly along the arc of said curve, 78.13 feet to a point of non-tangency; thence S 57°33'18" W, 46.79 feet to a point on the aforesaid Westerly right of way line of Hartzog Road; thence run along said right of way line, N 08°16'47" E, 26.39 feet; thence departing said right of way line run, N 57°33'18" E, 23.79 feet to a point on a non-tangent curve concave Westerly having a radius of 2802.81 feet, and a central angle of 10°24'27"; thence from a tangent bearing of N 10°16'06" E run Northerly along the arc of said curve, 509.12 feet to a point of tangency; thence N 00°08'21" W, 295.53 feet; thence S 89°58'35" W, 19.04 feet to a point on the aforesaid Westerly right of way line of Hartzog Road; thence run along said right of way line, N 00°01'25" W, 20.00 feet; thence departing said right of way line run, N 89°58'35" E, 19.00 feet; thence N 00°08'21" W, 114.65 feet; thence S 89°58'35" W, 18.76 feet to a point on the aforesaid Westerly right of way line of Hartzog Road; thence run along said right of way line, N 00°01'25" W, 20.00 feet; thence departing said right of way line run, N 89°58'35" E, 18.72 feet; thence N 00°08'21" W, 351.66 feet to a point of curvature of a curve concave Easterly having a radius of 3076.78 feet, and a central angle of 08°13'03"; thence run Northerly along the arc of said curve, 441.28 feet; to a point of reverse curvature of a curve concave Westerly having a radius of 1644.25 feet, and a central angle of 08°22'05"; thence run Northerly along the arc of said curve, 240.14 feet to a point of non-tangency; thence N 00°17'22" W, 11.22 feet; thence N 89°42'06" W, 19.31 feet to a point on the aforesaid Westerly right of way line of Hartzog Road; thence run along said right of way line, N 00°17'54" E, 20.00 feet; thence departing said right of way line run, S 89°42'06" E, 19.10 feet; thence N 00°17'22" W, 33.01 feet; thence N 44°43'43" E, 20.60 feet; thence N 11°16'17" W, 36.46 feet to the Point of Beginning.

Less that portion lying within a deed in favor of Flamingo Crossings, LLC as recorded in Official Records Book 10815, Page 4629 of the Public Records of Orange County, Florida.

Containing 1.408 Acres, more or less.

REVISED
 09/11/23
 08/16/23
 05/10/23
 04/29/20
 03/25/20
 03/24/20

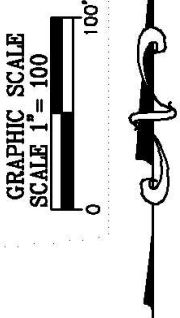
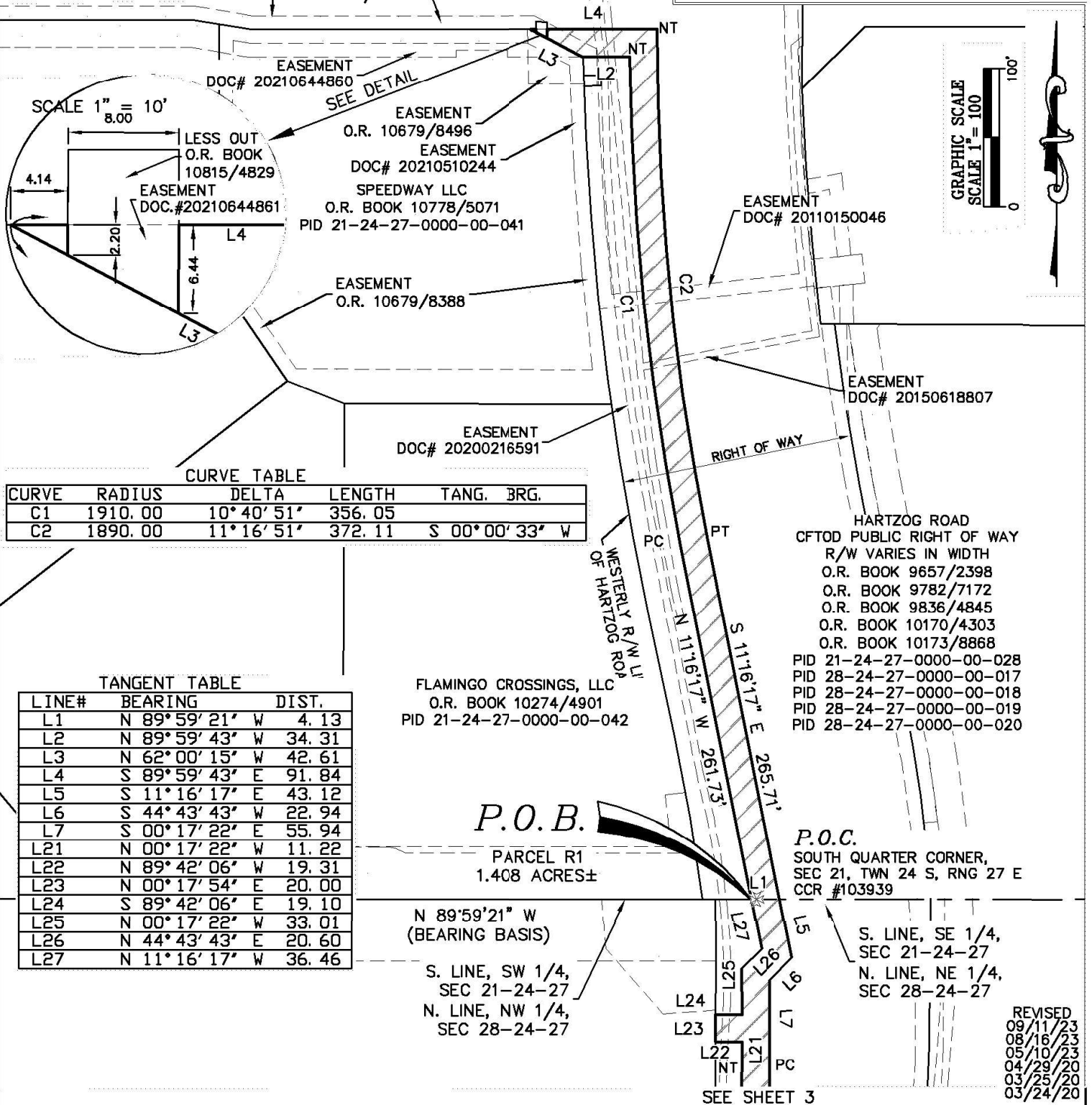
SEE SHEET 5 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

 <p>RCES REDDY CREEK ENERGY SERVICES</p> <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA FLAMINGO CROSSINGS	DATE: 2/20/2020
	PROJECT NAME Parcel R1: 12" Sanitary sewer force main easement	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 5	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20004R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

WESTERN WAY
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9657/2398
 O.R. BOOK 9836/4845
 PID 21-24-27-0000-00-28

SOUTHERLY R/W
 WESTERN WAY
 EASEMENT
 O.R. 10189/4926



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1910.00	10° 40' 51"	356.05	
C2	1890.00	11° 16' 51"	372.11	S 00° 00' 33" W

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 89° 59' 21" W	4.13
L2	N 89° 59' 43" W	34.31
L3	N 62° 00' 15" W	42.61
L4	S 89° 59' 43" E	91.84
L5	S 11° 16' 17" E	43.12
L6	S 44° 43' 43" W	22.94
L7	S 00° 17' 22" E	55.94
L21	N 00° 17' 22" W	11.22
L22	N 89° 42' 06" W	19.31
L23	N 00° 17' 54" E	20.00
L24	S 89° 42' 06" E	19.10
L25	N 00° 17' 22" W	33.01
L26	N 44° 43' 43" E	20.60
L27	N 11° 16' 17" W	36.46

FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4901
 PID 21-24-27-0000-00-042

HARTZOG ROAD
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9657/2398
 O.R. BOOK 9782/7172
 O.R. BOOK 9836/4845
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8868
 PID 21-24-27-0000-00-028
 PID 28-24-27-0000-00-017
 PID 28-24-27-0000-00-018
 PID 28-24-27-0000-00-019
 PID 28-24-27-0000-00-020

P.O.B.

PARCEL R1
 1.408 ACRES±

N 89° 59' 21" W
 (BEARING BASIS)

S. LINE, SW 1/4,
 SEC 21-24-27
 N. LINE, NW 1/4,
 SEC 28-24-27

P.O.C.

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

S. LINE, SE 1/4,
 SEC 21-24-27
 N. LINE, NE 1/4,
 SEC 28-24-27

REVISED
 09/11/23
 08/16/23
 05/10/23
 04/29/20
 03/25/20
 03/24/20

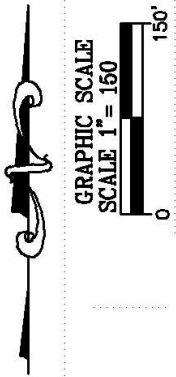
SEE SHEET 3

	FILING AREA FLAMINGO CROSSINGS	DATE: 2/20/2020
	PROJECT NAME Parcel R1: 12" Sanitary sewer force main easement	SCALE 1" = 100'
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 2 OF 5	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20004R1

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

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

SEE SHEET 2



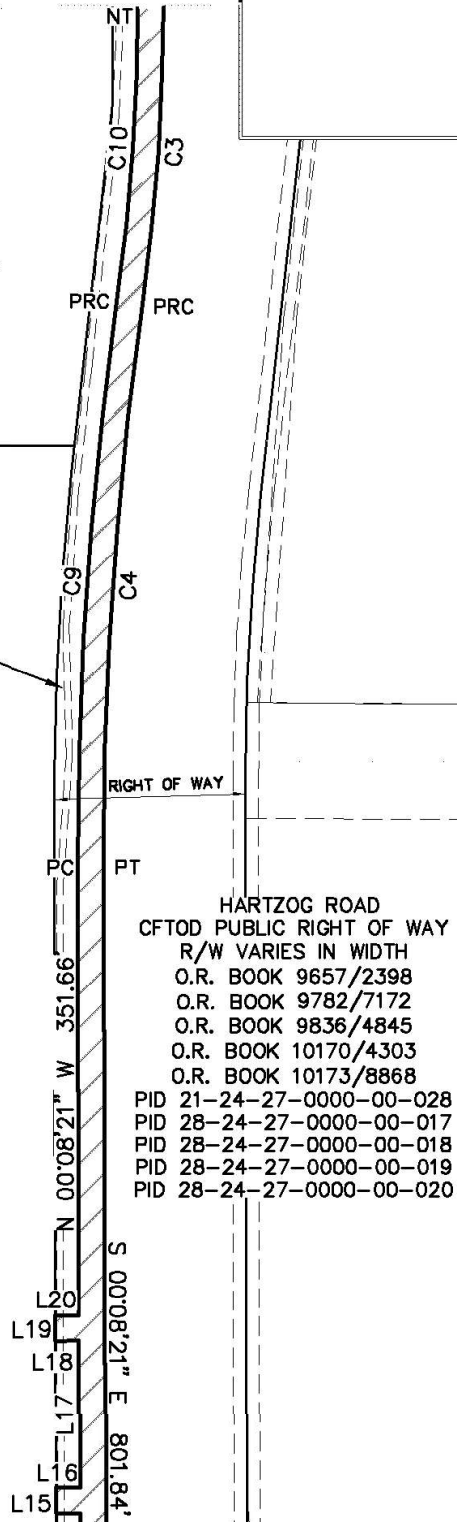
SAI FLAMINGO CROSSINGS,
 LLC
 PID
 28-24-27-0000-00-011

TANGENT TABLE

LINE#	BEARING	DIST.
L14	S 89° 58' 35" W	19.04
L15	N 00° 01' 25" W	20.00
L16	N 89° 58' 35" E	19.00
L17	N 00° 08' 21" W	114.65
L18	S 89° 58' 35" W	18.76
L19	N 00° 01' 25" W	20.00
L20	N 89° 58' 35" E	18.72

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C3	1664.25	08° 22' 05"	243.06
C4	3056.78	08° 13' 03"	438.42
C9	3076.78	08° 13' 03"	441.28
C10	1664.25	08° 22' 05"	240.14



HARTZOG ROAD
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9657/2398
 O.R. BOOK 9782/7172
 O.R. BOOK 9836/4845
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8868
 PID 21-24-27-0000-00-028
 PID 28-24-27-0000-00-017
 PID 28-24-27-0000-00-018
 PID 28-24-27-0000-00-019
 PID 28-24-27-0000-00-020

SEE SHEET 4

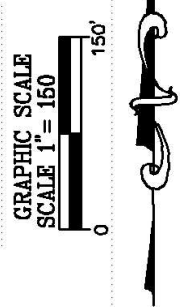
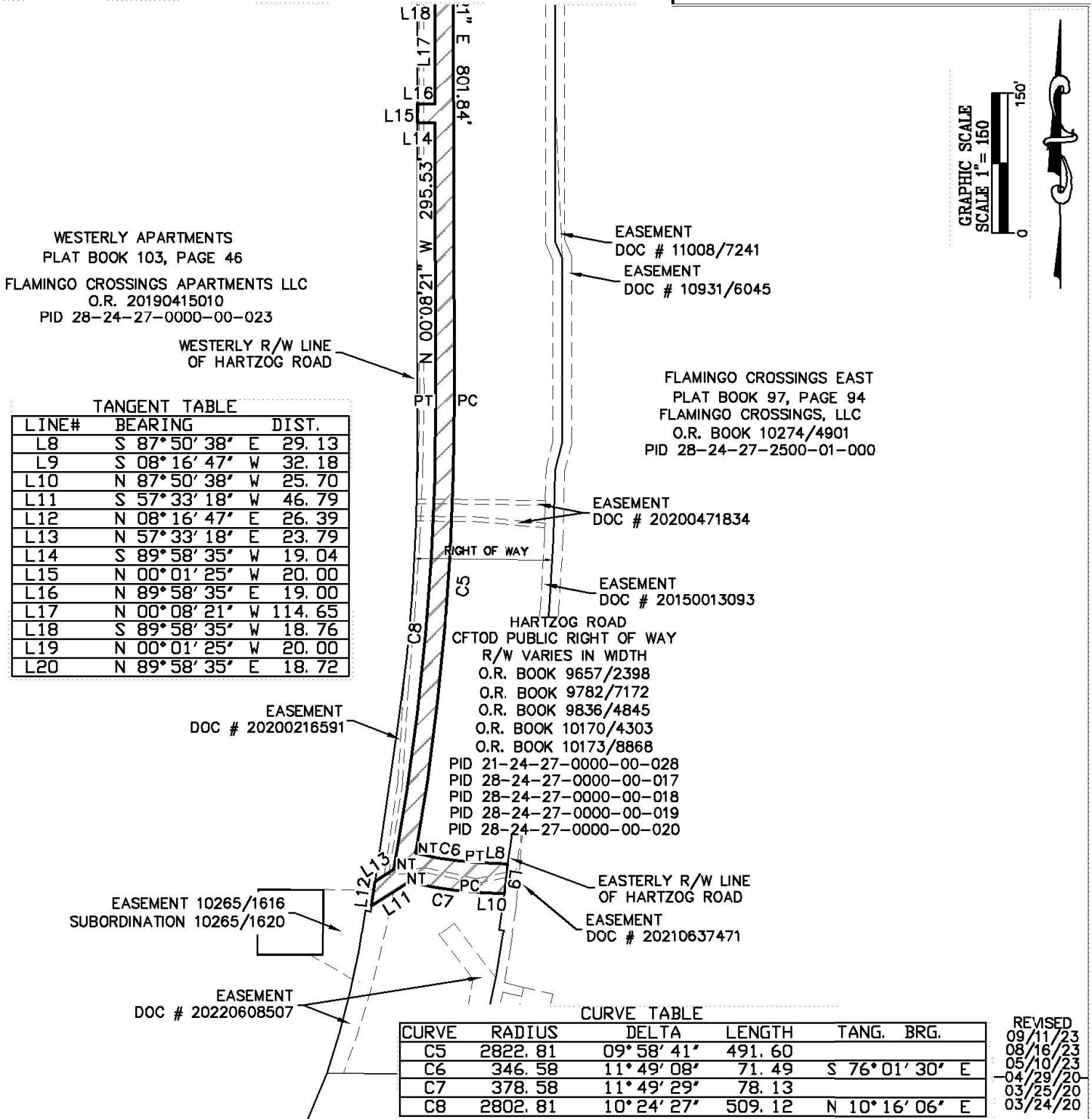
REVISED
 09/11/23
 08/16/23
 05/10/23
 04/29/20
 03/25/20
 03/24/20

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

FILING AREA FLAMINGO CROSSINGS	DATE: 2/20/2020
PROJECT NAME Parcel R1: 12" Sanitary sewer force main easement	SCALE 1" = 150'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 3 OF 5	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20004R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

SEE SHEET 3



WESTERLY APARTMENTS
 PLAT BOOK 103, PAGE 46
 FLAMINGO CROSSINGS APARTMENTS LLC
 O.R. 20190415010
 PID 28-24-27-0000-00-023

FLAMINGO CROSSINGS EAST
 PLAT BOOK 97, PAGE 94
 FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4901
 PID 28-24-27-2500-01-000

TANGENT TABLE

LINE#	BEARING	DIST.
L8	S 87° 50' 38" E	29.13
L9	S 08° 16' 47" W	32.18
L10	N 87° 50' 38" W	25.70
L11	S 57° 33' 18" W	46.79
L12	N 08° 16' 47" E	26.39
L13	N 57° 33' 18" E	23.79
L14	S 89° 58' 35" W	19.04
L15	N 00° 01' 25" W	20.00
L16	N 89° 58' 35" E	19.00
L17	N 00° 08' 21" W	114.65
L18	S 89° 58' 35" W	18.76
L19	N 00° 01' 25" W	20.00
L20	N 89° 58' 35" E	18.72

HARTZOG ROAD
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9657/2398
 O.R. BOOK 9782/7172
 O.R. BOOK 9836/4845
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8868
 PID 21-24-27-0000-00-028
 PID 28-24-27-0000-00-017
 PID 28-24-27-0000-00-018
 PID 28-24-27-0000-00-019
 PID 28-24-27-0000-00-020

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C5	2822.81	09° 58' 41"	491.60	
C6	346.58	11° 49' 08"	71.49	S 76° 01' 30" E
C7	378.58	11° 49' 29"	78.13	
C8	2802.81	10° 24' 27"	509.12	N 10° 16' 06" E

REVISED
 09/11/23
 08/16/23
 05/10/23
 04/29/20
 03/25/20
 03/24/20

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

FILING AREA FLAMINGO CROSSINGS	DATE: 2/20/2020
PROJECT NAME Parcel R1: 12" Sanitary sewer force main easement	SCALE 1" = 150'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 4 OF 5	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20004R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE, SOUTHEAST 1/4, SECTION 21 TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING N 89°59'21" W.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. NO TITLE COMMITMENT FURNISHED. EASEMENTS SHOWN HEREON ARE ONES KNOWN TO THE SURVEYOR.

ABBREVIATIONS

BRG	BEARING
CCR	CERTIFIED CORNER RECORD
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
DIST	DISTANCE
DOC#	RECORDED INSTRUMENT NUMBER
FAC	FLORIDA ADMINISTRATIVE CODE
LB	LICENSES BUSINESS
NT	NON TANGENT
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PB	PLAT BOOK
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PID	PARCEL IDENTIFICATION
PRC	POINT OF REVERSE CURVATURE
PSM	PROFESSIONAL SURVEYOR AND MAPPER
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
TANG	TANGENT
TWN	TOWNSHIP

DS



DocuSigned by:

Jeff Green


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9/22/2023

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Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED
 09/11/23
 08/16/23
 05/10/23
 04/29/20
 03/25/20
 03/24/20

 <p>REEDY CREEK ENERGY SERVICES</p>	FILING AREA FLAMINGO CROSSINGS	DATE: 2/20/2020
	PROJECT NAME Parcel R1: 12" Sanitary sewer force main easement	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 5 OF 5	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20004R1
P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855		

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

DESCRIPTION


PARCEL R6:12" SANITARY SEWER FORCE MAIN/20 "RECLAIM WATER MAIN EASEMENT

A portion of Western Way as recorded in Official Records Book 9657, Page 2398, Book 9836, Page 4845 and Document No. 20190189218 of the Public Records of Orange County, Florida, and Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

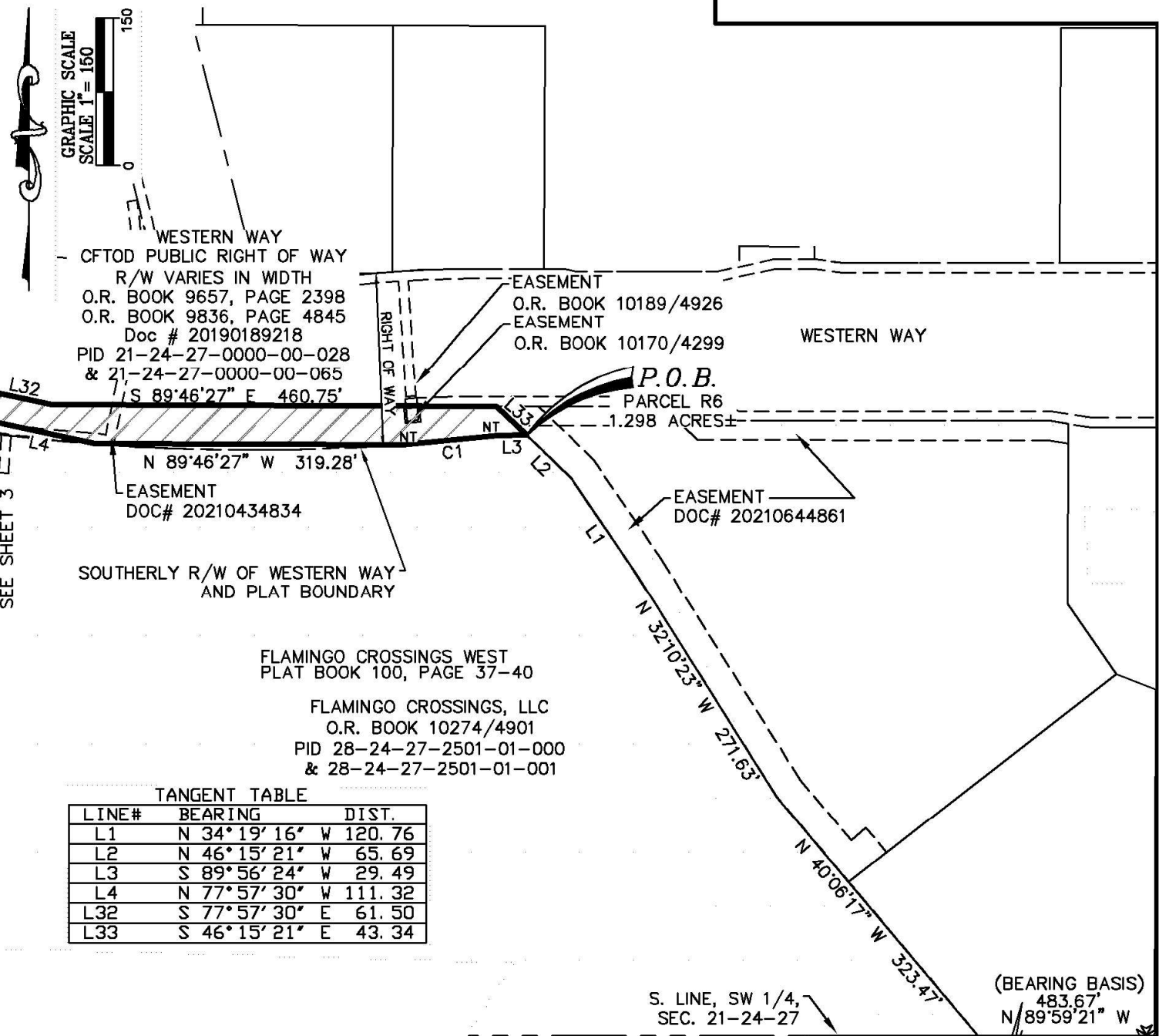
Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 483.67 feet to a point on the boundary of Flamingo Crossings West, as recorded in Plat Book 100, Pages 37-40 of the Public Records of Orange County, Florida; thence run along said Plat boundary the following courses; N 40°06'17" W, 323.47 feet; N 32°10'23" W, 271.63 feet; N 34°19'16" W, 120.76 feet; N 46°15'21" W, 65.69 feet to a point on the Southerly right of way of said Western Way and the Point of Beginning; thence run along said right of way and Plat boundary the following two courses; S 89°56'24" W, 29.49 feet to a point on a non-tangent curve concave Northerly having a radius of 2127.32 feet, and a central angle of 02°40'21"; from a tangent bearing of S 83°05'52" W run Westerly along the arc of said curve, 99.22 feet to a point of non-tangency; thence departing said right of way and Plat boundary run, N 89°46'27" W, 319.28 feet; thence N 77°57'30" W, 111.32 feet; thence N 86°02'58" W, 39.57 feet; thence N 78°47'30" W, 200.14 feet; thence N 57°49'47" W, 35.98 feet; thence N 78°47'30" W, 67.66 feet; thence N 65°57'30" W, 48.89 feet; thence N 75°57'30" W, 93.82 feet; thence N 65°57'30" W, 69.06 feet; thence N 75°57'30" W, 33.52 feet; thence N 64°32'30" W, 123.28 feet; thence N 74°32'30" W, 28.94 feet; thence N 64°32'30" W, 131.26 feet; thence N 75°57'30" W, 17.40 feet; thence N 64°32'30" W, 109.52 feet; thence N 74°32'30" W, 18.78 feet; thence N 64°32'30" W, 191.94 feet; thence run along the West line of the Southwest 1/4 of said Section 21, N 00°46'27" E, 33.02 feet; thence S 64°32'30" E, 203.11 feet; thence S 74°32'30" E, 18.78 feet; thence S 64°32'30" E, 109.14 feet; thence S 75°57'30" E, 17.40 feet; thence S 64°32'30" E, 131.64 feet; thence S 74°32'30" E, 28.94 feet; thence S 64°32'30" E, 122.91 feet; thence S 75°57'30" E, 33.15 feet; thence S 65°57'30" E, 69.06 feet; thence S 75°57'30" E, 93.82 feet; thence S 65°57'30" E, 48.14 feet; thence S 78°47'30" E, 69.83 feet; thence S 57°49'47" E, 35.98 feet; thence S 78°47'30" E, 192.69 feet; thence S 86°02'58" E, 39.79 feet; thence S 77°57'30" E, 61.50 feet; thence S 89°46'27" E, 460.75 feet to a point on the aforesaid right of way line; thence run along right of way, S 46°15'21" E, 43.34 feet to the Point of Beginning. Containing 1.298 Acres, more or less.

SEE SHEET 4 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

REVISED
 11/15/23
 09/17/23
 08/18/23
 05/10/23
 04/29/20
 03/24/20

	P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855	FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
		PROJECT NAME Parcel R6:12"Sanitary sewer force main/20"Reclaim water main easement	SCALE
		SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 4	DRAWN BY: JLG
		COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20012R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



WESTERN WAY
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9657, PAGE 2398
 O.R. BOOK 9836, PAGE 4845
 Doc # 20190189218
 PID 21-24-27-0000-00-028
 & 21-24-27-0000-00-065
 S 89°46'27" E 460.75'

EASEMENT
 O.R. BOOK 10189/4926
 EASEMENT
 O.R. BOOK 10170/4299

EASEMENT
 DOC# 20210434834

EASEMENT
 DOC# 20210644861

SOUTHERLY R/W OF WESTERN WAY
 AND PLAT BOUNDARY

FLAMINGO CROSSINGS WEST
 PLAT BOOK 100, PAGE 37-40

FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4901
 PID 28-24-27-2501-01-000
 & 28-24-27-2501-01-001

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 34°19'16" W	120.76
L2	N 46°15'21" W	65.69
L3	S 89°56'24" W	29.49
L4	N 77°57'30" W	111.32
L32	S 77°57'30" E	61.50
L33	S 46°15'21" E	43.34

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	2127.32	02°40'21"	99.22	S 83°05'52" W

(BEARING BASIS)
 483.67'
 N 89°59'21" W

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

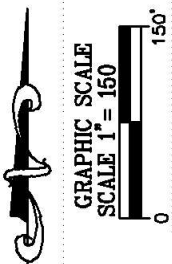
REVISED
 11/15/23
 09/16/23
 05/10/23
 04/29/20
 03/24/20



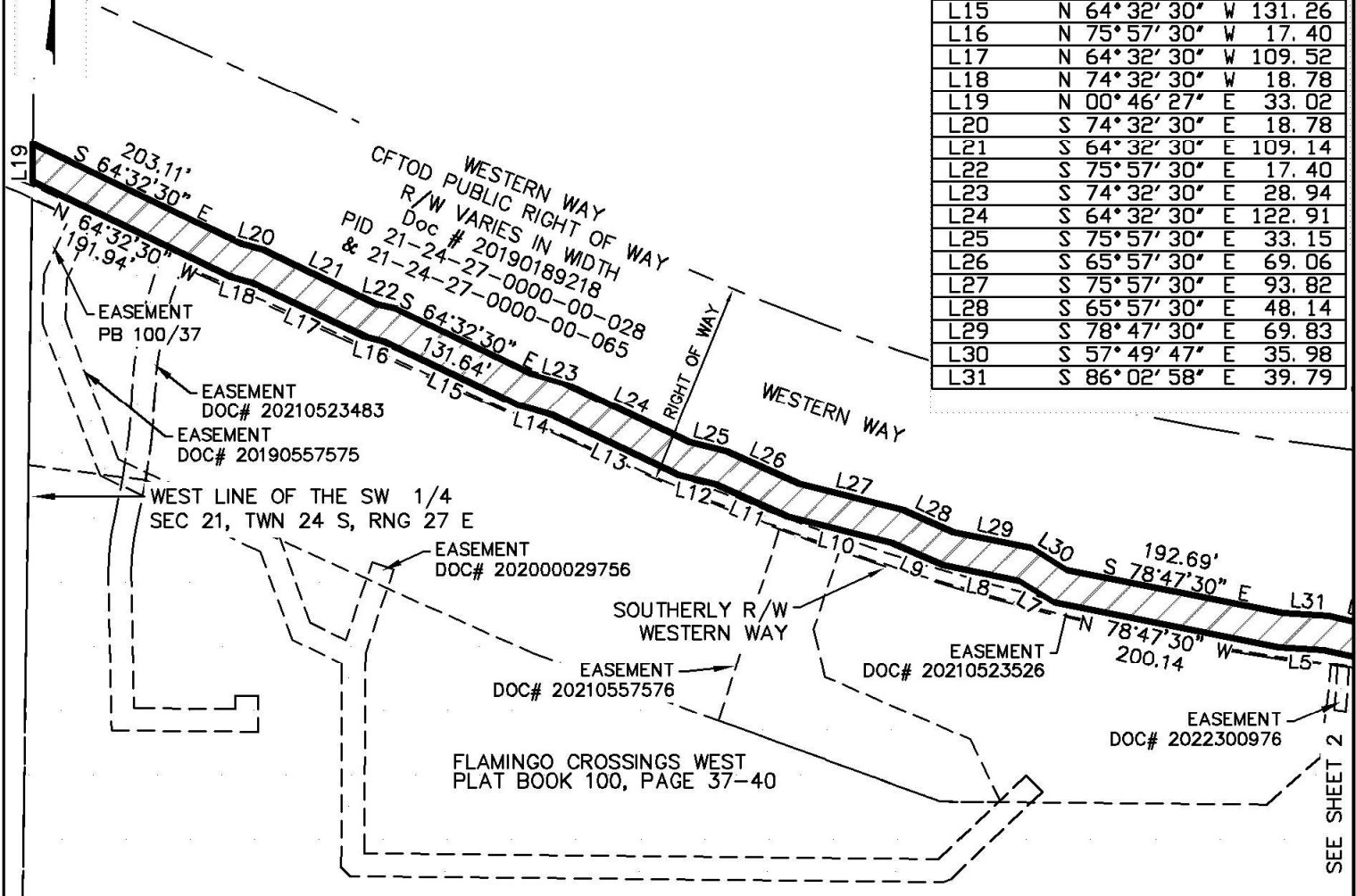
P.O.B. 10000
 LAKE BUENA VISTA
 FL. 32830-1000
 PHONE 407-824-5855

FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
PROJECT NAME Parcel R6:12"Sanitary sewer force main/20"Reclaim water main easement	SCALE 1" = 150'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 2 OF 4	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20012R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



LINE#	BEARING	DIST.
L5	N 86° 02' 58" W	39.57
L7	N 57° 49' 47" W	35.98
L8	N 78° 47' 30" W	67.66
L9	N 65° 57' 30" W	48.89
L10	N 75° 57' 30" W	93.82
L11	N 65° 57' 30" W	69.06
L12	N 75° 57' 30" W	33.52
L13	N 64° 32' 30" W	123.28
L14	N 74° 32' 30" W	28.94
L15	N 64° 32' 30" W	131.26
L16	N 75° 57' 30" W	17.40
L17	N 64° 32' 30" W	109.52
L18	N 74° 32' 30" W	18.78
L19	N 00° 46' 27" E	33.02
L20	S 74° 32' 30" E	18.78
L21	S 64° 32' 30" E	109.14
L22	S 75° 57' 30" E	17.40
L23	S 74° 32' 30" E	28.94
L24	S 64° 32' 30" E	122.91
L25	S 75° 57' 30" E	33.15
L26	S 65° 57' 30" E	69.06
L27	S 75° 57' 30" E	93.82
L28	S 65° 57' 30" E	48.14
L29	S 78° 47' 30" E	69.83
L30	S 57° 49' 47" E	35.98
L31	S 86° 02' 58" E	39.79



REVISED
 11/05/23
 09/17/23
 06/16/23
 05/10/23
 04/28/20
 03/24/20

	FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
	PROJECT NAME	Parcel R6:12"Sanitary sewer force main/20"Reclaim water main easement	SCALE	1" = 150'
	SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 3 OF 4	DRAWN BY:	JLG
	COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20012R1
		P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855		

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

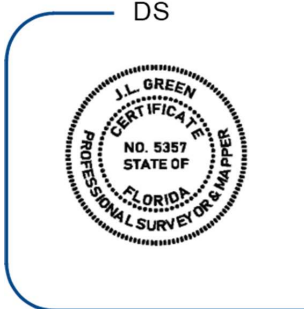
GENERAL NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE, SOUTHEAST 1/4, SECTION 21 TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING N 89°59'21" W.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. NO TITLE COMMITMENT FURNISHED. EASEMENTS SHOWN HEREON ARE ONES KNOWN TO THE SURVEYOR.

ABBREVIATIONS

BRG	BEARING
CCR	CERTIFIED CORNER RECORD
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
DIST	DISTANCE
DOC#	RECORDED INSTRUMENT NUMBER
FAC	FLORIDA ADMINISTRATIVE CODE
LB	LICENSES BUSINESS
NT	NON TANGENT
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PID	PARCEL IDENTIFICATION
PRC	POINT OF REVERSE CURVATURE
PSM	PROFESSIONAL SURVEYOR AND MAPPER
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
TANG	TANGENT
TWN	TOWNSHIP

DS



DocuSigned by:
Jeff Green
 F97A464D3A7549E...

11/15/2023

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

Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/23
 03/24/20


 <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
	PROJECT NAME	Parcel R6:12"Sanitary sewer force main/20"Reclaim water main easement	SCALE	
	SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 4 OF 4	DRAWN BY:	JLG
	COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20012R1

EXHIBIT "B"

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

1. Right-of-Way Agreement in favor of Orange County recorded July 28, 1950, in Deed Book 839, Page 444.
2. Right-of-Way Agreement in favor of Orange County recorded July 28, 1950, in Deed Book 839, Page 447.
3. Right-of-Way Agreement in favor of Orange County recorded July 28, 1950, in Deed Book 839, Page 449.
4. Right-of-Way Agreement in favor of Orange County recorded July 28, 1950, in Deed Book 839, Page 454.
5. Right-of-Way Agreement in favor of Orange County recorded July 28, 1950, in Deed Book 839, Page 455.
6. Distribution Easement in favor of Florida Power Corporation recorded May 2, 1979, in Official Records Book 3005, Page 188.
7. Developer's Agreement for Hartzog Road Realignment recorded April 12, 2004, in Official Record Book 7385, Page 1519.
8. Amended and Restated Developer's Agreement Orange Lake Country Club Hartzog Road recorded December 1, 2004, in Official Records Book 7720, Page 3015.
9. Interlocal Agreement between Orange County, Florida and Reedy Creek Improvement District regarding Transfer of Jurisdiction of Hartzog Road recorded June 13, 2008, in Official Records Book 9711, Page 5346
10. Hartzog Road Right-of-Way Agreement recorded June 16, 2008, in Official Records Book 9712, Page 4850.
11. First Amendment to Interlocal Agreement recorded October 29, 2008, in Official Records Book 9782, Page 7172.
12. Non-Exclusive Utility Easement Agreement in favor of Florida Power Corporation d/b/a Progress Energy Florida, Inc. recorded March 23, 2011, in Official Records Book 10189, Page 4926.
13. Access Easement in favor of Orange County and Reedy Creek Improvement District recorded September 9, 2011, in Official Records Book 10265, Page 1612
14. Utility Easement in favor of Orange County and Reedy Creek Improvement District recorded September 9, 2011, in Official Records Book 10265, Page 1616.
15. Permanent Easement Agreement in favor of Tower Cloud, Inc. recorded October 23, 2014, in Official Records 10824, Page 1888.
16. Non-Exclusive Utility Easement Agreement in favor of Duke Energy Florida, Inc. recorded January 9, 2015, in Official Records Book 10859, Page 93.
17. Non-Exclusive Utility Easement Agreement in favor Peoples Gas System recorded June 10, 2015, Official Records Book 10931, Page 6045.
18. Non-Exclusive Utility Easement Agreement in favor of Duke Energy Florida, LLC d/b/a Duke Energy recorded November 5, 2015, in Official Records Book 11008, Page 7241.
19. Non-Exclusive Utility Easement Agreement in favor of Peoples Gas System, recorded December 1, 2015, in Official Records Book 11019, Page 8620.

20. Hartzog Road Right of Way Agreement Acknowledgement recorded January 21, 2016, as Document No. 20160035446.
21. Amendment to Non-Exclusive Utility Easement Agreement in favor of Duke Energy Florida, LLC d/b/a Duke Energy recorded February 1, 2016, as Document No. 20160053182.
22. Interlocal Agreement Regarding Flamingo Crossings Property recorded February 20, 2018, as Document No. 20180102977.
23. Declaration of Drainage Easement recorded July 6, 2018, as Document No. 20180397941.
24. Drainage Fee Agreement recorded November 20, 2019, as Document No. 20190732214.
25. Interlocal Agreement between Reedy Creek Improvement District and Orange County for Delivery of Wholesale Water Services to the Flamingo Crossings Development recorded March 12, 2020, as Document No. 20200162982.
26. Non-Exclusive Permanent Easement Agreement in favor of BellSouth Telecommunications LLC recorded April 6, 2020, as Document No. 20200216591.
27. Non-Exclusive Utility Easement Agreement in favor of Duke Energy Florida LLC, d/b/a Duke Energy recorded September 9, 2020, as Document No. 20200471834.
28. Interlocal Agreement between Reedy Creek Improvement District and Orange County for Delivery of Wholesale Water Services to the Flamingo Crossings Development recorded November 5, 2020, as Document No. 20200578426.
29. Non-Exclusive Utility Easement Agreement in favor of Duke Energy Florida LLC, d/b/a Duke Energy recorded July 20, 2021, as Document No. 20210434834.
30. Non-Exclusive Permanent Easement Agreement recorded April 7, 2022, as Document No. 20220225526.
31. Second Supplemental Road Agreement to Hartzog Road Right-of-Way Agreement recorded May 31, 2022, as Document No. 20220337986.
32. Non-Exclusive Permanent Utility Easement Agreement recorded October 6, 2022, as Document No. 20220608507.
33. Walt Disney World Chapter 163 Development Agreement recorded February 9, 2023, as Document No. 20230074249.
34. Assignment and Assumption of Easements recorded January 11, 2024, as Document No. 20240021504.
35. Development Agreement between the Central Florida Tourism Oversight District and Walt Disney Parks and Resorts U.S. Inc. recorded June 13, 2024, as Document No. 20240343896.

EXHIBIT "C"

Right of Way Permit

(See attached 5 pages)

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 Central Florida Tourism Oversight District (hereinafter "CFTOD") to:

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

1. The Work is within the corporate limits of a municipality. Yes No [Mark one]
If yes, indicate the name of the municipality: _____
2. Permittee declares that, prior to filing the application for this Permit, the location of all existing utilities, both above and below ground, has been ascertained and is accurately reflected on the plans which accompanied the application. Permittee mailed letters of notification on _____ to the following:
3. The office of CFTOD's local Engineer, Katherine Luetzow, PE (hereinafter "**Engineer**"), at 1920 E. Buena Vista Drive, 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 CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD 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 CFTOD property shall be restored to its original condition, to the extent practicable, in keeping with CFTOD specifications and in a manner satisfactory to CFTOD.
7. Installations shall conform to CFTOD's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to CFTOD'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 CFTOD), 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 CFTOD. 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 CFTOD and _____, dated _____, and, if recorded, filed in the records of _____ County, Book _____, Page _____ CFTOD 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, CFTOD 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 CFTOD's construction work, to coordinate with CFTOD before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with CFTOD and with CFTOD's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of CFTOD or CFTOD's contractor(s). Permittee further agrees to defend any legal claims of CFTOD or CFTOD'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 CFTOD 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 CFTOD. Permittee shall cooperate with CFTOD 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 CFTOD. 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. However, to the extent the Work is done pursuant to an Easement Agreement, the indemnification terms and conditions contained in the Easement Agreement shall be effective and replaces the above to the extent of conflict.

17. During construction, Permittee shall observe all safety regulations imposed by CFTOD 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 CFTOD, shall be found not to be in compliance with CFTOD’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 CFTOD 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 CFTOD) for location (horizontally and vertically) of existing facilities within CFTOD’s corridor.
 - b) Permittee further covenants and agrees that it shall indemnify, hold harmless and defend CFTOD, 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 CFTOD.
19. This Permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without CFTOD’s prior written consent.
20. CFTOD 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: _____
CFTOD Engineer of 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 CFTOD sign identification number must be provided to CFTOD.

NOTE: The Central Florida Tourism Oversight District 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 CFTOD has also adopted the signage standards specific to CFTOD. All proposed signage must be reviewed and approved by the CFTOD 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 CFTOD on: _____

Remarks:

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

Signed: _____

Title: _____

Date: _____

Inspected By: _____

Permit Closure Approved By: _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 6.6

Board Meeting Date: 1/23/2025

Subject: Bill of Sale – Orange County - Utility Infrastructure in Western Way and Hartzog Road

Presented By: Jason Herrick, Director, Public Work

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #6.6 Bill of Sale to Orange County for utility infrastructure transfer near the intersection of Western Way and Hartzog Road

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND: In 2019, as part of the construction of the Western Way extension from Flamingo Crossings (Flagler Avenue) to Avalon Road, Walt Disney Parks and Resorts (WDPR) reimbursed the Central Florida Tourism Oversight District (CFTOD) for the installation of potable water, reclaimed water, and wastewater infrastructure to serve the new college housing development located at Western Way and Hartzog Road.

The college housing development is situated within the Orange County Utilities (OCU) service area. Under OCU's rules and regulations, developers are responsible for designing and constructing the utility infrastructure necessary to connect new developments to the County's central utility systems. Once the infrastructure is completed, it must be donated and dedicated to OCU for ongoing ownership, operation, and maintenance.

This request seeks approval of the Bill of Sale to formally transfer ownership of the completed utility infrastructure to Orange County Utilities. Approval of this transfer ensures the infrastructure will be maintained and operated by Orange County in accordance with their standards and regulations.

FINDINGS AND CONCLUSIONS:

1. The infrastructure in question was constructed to serve the new college housing development and was completed in compliance with Orange County Utilities (OCU) standards.
2. Per OCU's rules and regulations, the utility infrastructure must be donated and dedicated to Orange County Utilities for ownership, operation, and maintenance.
3. The transfer of ownership through the Bill of Sale is a necessary step to ensure compliance with OCU's requirements and to provide long-term maintenance and operational support by Orange County Utilities.
4. Formalizing this transfer aligns with established practices for infrastructure development within the OCU service area and ensures the infrastructure is managed under OCU's established systems and protocols.

Based on these findings, it is recommended that the Board approve the Bill of Sale to complete the transfer of ownership to Orange County Utilities.

FISCAL IMPACT: N/A – The utility infrastructure has previously been constructed by CFTOD and paid for by WDPR under a separate reimbursement agreement.

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This agenda item has been reviewed by the District General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS: See attached Bill of Sale.



P.O. Box 690519
Orlando, FL 32869-0519
(407) 828-2241

Central Florida Tourism Oversight District, a public corporation and public body corporate and politic of the State of Florida, located at 1900 Hotel Plaza Blvd., Lake Buena Vista, Florida, **“Seller,”** for and in consideration of the sum of one (\$1.00) dollar and other valuable consideration paid to Seller by **Orange County**, a charter county and political subdivision of the State of Florida, **“Buyer,”** receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to Buyer all pipes, lines, valves, valve boxes, fittings, thrust blocks, hydrants, equipment, manholes, lift stations and other goods which comprise the water, wastewater, and reclaimed water systems installed by Seller (not including irrigation) and located within the County easements or rights-of-way more specifically described in Exhibit “A”, attached hereto.

Buyer shall have all rights and title to the goods in itself and its assigns.

Seller warrants that it is the lawful owner of the goods and the goods are free from all liens and encumbrances. Seller has good right to sell the goods and will warrant and defend the right against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Seller has executed this Agreement at _____, Florida on _____, 202____

WITNESSES TO SELLER:

**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

(Signature) By: _____
S.C. Kopelousos, 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 _____, 202____, by **S.C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. She is personally known to me or produced _____ as identification.

[Notary Seal]

Notary Public

Print Name
My Commission Expires: _____

Exhibit “A” – Legal Description

DESCRIPTION

PARCEL S1: 12" SANITARY SEWER FORCE MAIN EASEMENT

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

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

GRAPHIC SCALE
SCALE 1" = 100'

WESTERN WAY
RCID RIGHT OF WAY
R/W VARIES IN WIDTH
O.R. BOOK 9857/2388
O.R. BOOK 9838/4848
PID 21-24-27-0000-00-028

FLAMINGO CROSSINGS
DRAINAGE & UTILITY EASEMENT
O.R. BOOK 10879/8486
SOUTHERLY R/W

P.O.B.
Parcel S1
4714 square feet±

WEST LINE OF DEED

FLAMINGO CROSSINGS
SIGNAGE EASEMENT
O.R. BOOK 10879/8486
SPEEDWAY LLC
O.R. BOOK 10778/5071
PID 21-24-27-0000-00-041

FLAMINGO CROSSINGS BLVD
RCID RIGHT OF WAY
R/W VARIES IN WIDTH
O.R. BOOK 9857/2388
O.R. BOOK 9782/7172
O.R. BOOK 9838/4848
PID 21-24-27-0000-00-026

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 89°59'21" W	39.31
L2	N 62°00'15" W	0.75
L3	N 89°59'43" W	55.05
L4	N 00°00'55" E	5.00
L5	N 89°59'43" W	37.00
L6	S 00°00'55" W	5.00
L7	N 80°35'32" W	21.89
L8	N 00°11'03" E	20.26
L9	S 80°35'32" E	23.49
L10	S 62°00'15" E	42.61

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1464.00	04°41'32"	119.89	N 07°24'06" W
C2	2164.00	10°48'55"	408.48	

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

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

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

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

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


P.O.C.
SOUTH QUARTER CORNER,
SEC 21, TWN 24 S, RNG 27 E
CCR #103839

Jeff L. Green Florida Certificate No. 5357

Reedy Creek Energy Services, Survey and Mapping Department LB 714
791 Boatstoga Lane, Bay Lake, Florida 32830-1000

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

REVISED: 11/18/20, Title block
REVISED: 04/29/20, Updated PIDs
REVISED: 03/28/20
REVISED: 03/24/20

 <p>ACES REEDY CREEK ENERGY SERVICES</p>	<p>SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE (407)660-7111 FAX (407)660-7888</p>	<p>FILING AREA FLAMINGO CROSSINGS LLC, RCID, SPEEDWAY Non-Exclusive Utility Easement</p>	<p>DATE: 2/13/2020</p>
	<p>PROJECT NAME File #98030 Parcel S1: 12" Sanitary sewer force main easement</p>	<p>SCALE 1" = 100'</p>	
	<p>SURVEY TYPE SKETCH OF DESCRIPTION</p>	<p>DRAWN BY JLG</p>	
	<p>COMMENTS EXHIBIT "A" PAGE 1 OF 1</p>	<p>FILENAME 10JG20002</p>	

DESCRIPTION

PARCEL F2: 12" SANITARY SEWER FORCE MAIN EASEMENT

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

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

GRAPHIC SCALE
SCALE 1" = 100'

WESTERN WAY
RCID RIGHT OF WAY
R/W VARIES IN WIDTH
O.R. BOOK 9857/2388
O.R. BOOK 9838/4845
PID 21-24-27-0000-00-028

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

SOUTHERLY R/W

P.O.B.
Parcel F2
35 square feet±

DUKE UTILITY EASEMENT
O.R. BOOK 10188/4828

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

FLAMINGO CROSSINGS BLVD
RCID RIGHT OF WAY
R/W VARIES IN WIDTH
O.R. BOOK 9857/2388
O.R. BOOK 9782/7172
O.R. BOOK 9838/4845
PID 21-24-27-0000-00-028

TANGENT TABLE

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

CURVE TABLE

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

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

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

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

FLAMINGO CROSSINGS, LLC
O.R. BOOK 10274/4901
PID 21-24-27-0000-00-042

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

P.O.C.

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

Jeff L. Green Florida Certificate No. 5357

Ready Creek Energy Services, Survey and Mapping Department LB-7714
7811 Boulevard Lario, Bay Lakes, Florida 32830-1000

Note: Not valid without the signature and the original raised seal of a Florida
Licensed Surveyor and Mapper.

REVISD: 11/18/20, Title block
REVISD: 04/28/20, Updated PID
REVISD: 03/24/20



SURVEYING AND
MAPPING DEPARTMENT
P.O.B. 10000
LAKE BUENA VISTA
FL 32830-1000
PHONE (407)560-7111
FAX (407)560-7888

FILING AREA
FLAMINGO CROSSINGS LLC, RCID, SPEEDWAY Non-Exclusive Utility Easement
PROJECT NAME
File #98030 Parcel F2: 12" Sanitary sewer force main easement
SURVEY TYPE
SKETCH OF DESCRIPTION
COMMENTS
EXHIBIT "A" PAGE 1 OF 1

DATE:
2/13/2020
SCALE:
1" = 100'
DRAWN BY:
JLG
FILENAME:
10JG20003

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

DESCRIPTION

PARCEL R1, 12" SANITARY FORCE MAIN EASEMENT

A portion of Hartzog Road as described in Official Records Book 9657, Page 2398, Book 9782, Page 7172 Book 9836 Page 4845, Book 10170, Page 4303 and Book 10173, Page 8868 of the Public Records of Orange County, Florida and Sections 21 and 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:


Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 4.13 feet, to the Point of Beginning; thence N 11°16'17" W, 261.73 feet to a point of curvature of a curve concave Easterly having a radius of 1910.00 feet, and a central angle of 10°40'51"; thence run Northerly along the arc of said curve, 356.05 feet to a point of non-tangency; thence N 89°59'43" W, 34.31 feet to a point on the Westerly right of way line of said Hartzog Road; thence run along said right of way line, N 62°00'15" W, 42.61 feet; thence departing said right of way line run, S 89°59'43" E, 91.84 feet to a point on a non-tangent curve concave Easterly having a radius of 1890.00 feet, and a central angle of 11°16'51"; thence from a tangent bearing of S 00°00'33" W run Southerly along the arc of said curve, 372.11 feet to a point of tangency; thence S 11°16'17" E, 265.71 feet to a point on the South line of the Southeast 1/4 of said Section 21; thence entering said Section 28 run, S 11°16'17" E, 43.12 feet; thence S 44°43'43" W, 22.94 feet; thence S 00°17'22" E, 55.94 feet to a point of curvature of a curve concave Westerly having a radius of 1664.25 feet, and a central angle of 08°22'05"; thence run Southerly along the arc of said curve, 243.06 feet; to a point of reverse curvature of a curve concave Easterly having a radius of 3056.78 feet, and a central angle of 08°13'03"; thence run Southerly along the arc of said curve, 438.42 feet to a point of tangency; thence S 00°08'21" E, 801.84 feet to a point of curvature of a curve concave Westerly having a radius of 2822.81 feet, and a central angle of 09°58'41"; thence run Southerly along the arc of said curve, 491.60 feet; to a point on a non-tangent curve concave Northerly having a radius of 346.58 feet, and a central angle of 11°49'08"; thence from a tangent bearing of S 76°01'30" E run Easterly along the arc of said curve, 71.49 feet to a point of tangency; thence S 87°50'38" E, 29.13 feet to a point on the aforesaid Easterly right of way line of Hartzog Road; thence run along said right of way line, S 08°16'47" W, 32.18 feet; thence departing said right of way line run, N 87°50'38" W, 25.70 feet to a point of curvature of a curve concave Northerly having a radius of 378.58 feet, and a central angle of 11°49'29"; thence run Westerly along the arc of said curve, 78.13 feet to a point of non-tangency; thence S 57°33'18" W, 46.79 feet to a point on the aforesaid Westerly right of way line of Hartzog Road; thence run along said right of way line, N 08°16'47" E, 26.39 feet; thence departing said right of way line run, N 57°33'18" E, 23.79 feet to a point on a non-tangent curve concave Westerly having a radius of 2802.81 feet, and a central angle of 10°24'27"; thence from a tangent bearing of N 10°16'06" E run Northerly along the arc of said curve, 509.12 feet to a point of tangency; thence N 00°08'21" W, 295.53 feet; thence S 89°58'35" W, 19.04 feet to a point on the aforesaid Westerly right of way line of Hartzog Road; thence run along said right of way line, N 00°01'25" W, 20.00 feet; thence departing said right of way line run, N 89°58'35" E, 19.00 feet; thence N 00°08'21" W, 114.65 feet; thence S 89°58'35" W, 18.76 feet to a point on the aforesaid Westerly right of way line of Hartzog Road; thence run along said right of way line, N 00°01'25" W, 20.00 feet; thence departing said right of way line run, N 89°58'35" E, 18.72 feet; thence N 00°08'21" W, 351.66 feet to a point of curvature of a curve concave Easterly having a radius of 3076.78 feet, and a central angle of 08°13'03"; thence run Northerly along the arc of said curve, 441.28 feet; to a point of reverse curvature of a curve concave Westerly having a radius of 1644.25 feet, and a central angle of 08°22'05"; thence run Northerly along the arc of said curve, 240.14 feet to a point of non-tangency; thence N 00°17'22" W, 11.22 feet; thence N 89°42'06" W, 19.31 feet to a point on the aforesaid Westerly right of way line of Hartzog Road; thence run along said right of way line, N 00°17'54" E, 20.00 feet; thence departing said right of way line run, S 89°42'06" E, 19.10 feet; thence N 00°17'22" W, 33.01 feet; thence N 44°43'43" E, 20.60 feet; thence N 11°16'17" W, 36.46 feet to the Point of Beginning.

Less that portion lying within a deed in favor of Flamingo Crossings, LLC as recorded in Official Records Book 10815, Page 4629 of the Public Records of Orange County, Florida.

Containing 1.408 Acres, more or less.

REVISED
 09/11/23
 08/16/23
 05/10/23
 04/29/20
 03/25/20
 03/24/20

SEE SHEET 5 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

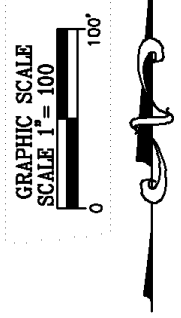
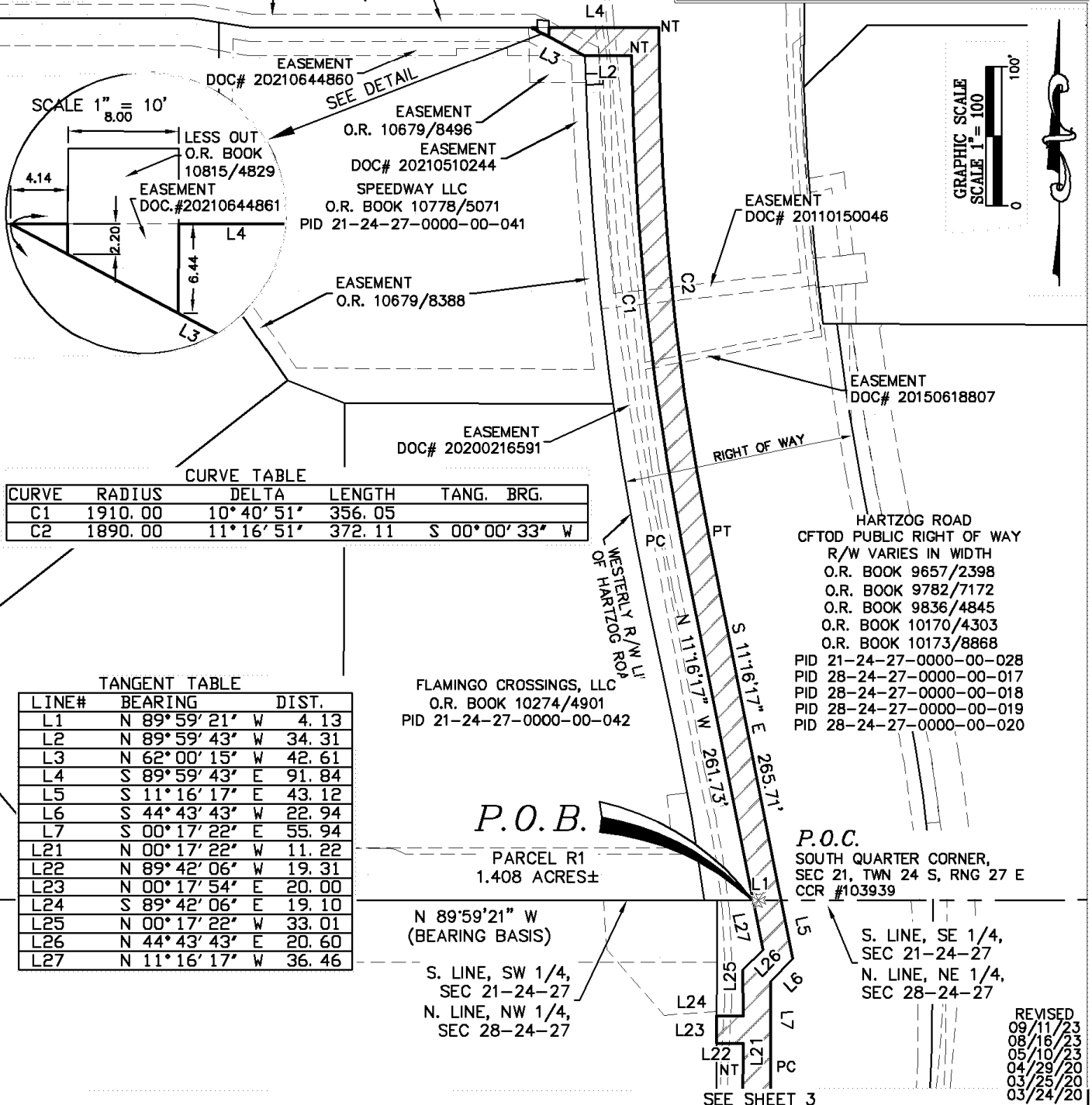
	FILING AREA FLAMINGO CROSSINGS	DATE: 2/20/2020
	PROJECT NAME Parcel R1: 12" Sanitary sewer force main easement	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 5	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20004R1

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

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

WESTERN WAY
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9657/2398
 O.R. BOOK 9836/4845
 PID 21-24-27-0000-00-28

SOUTHERLY R/W
 WESTERN WAY
 EASEMENT
 O.R. 10189/4926



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1910.00	10° 40' 51"	356.05	
C2	1890.00	11° 16' 51"	372.11	S 00° 00' 33" W

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 89° 59' 21" W	4.13
L2	N 89° 59' 43" W	34.31
L3	N 62° 00' 15" W	42.61
L4	S 89° 59' 43" E	91.84
L5	S 11° 16' 17" E	43.12
L6	S 44° 43' 43" W	22.94
L7	S 00° 17' 22" E	55.94
L21	N 00° 17' 22" W	11.22
L22	N 89° 42' 06" W	19.31
L23	N 00° 17' 54" E	20.00
L24	S 89° 42' 06" E	19.10
L25	N 00° 17' 22" W	33.01
L26	N 44° 43' 43" E	20.60
L27	N 11° 16' 17" W	36.46

FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4901
 PID 21-24-27-0000-00-042

P.O.B.

PARCEL R1
 1.408 ACRES±

N 89° 59' 21" W
 (BEARING BASIS)

S. LINE, SW 1/4,
 SEC 21-24-27
 N. LINE, NW 1/4,
 SEC 28-24-27

P.O.C.

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

S. LINE, SE 1/4,
 SEC 21-24-27
 N. LINE, NE 1/4,
 SEC 28-24-27

REVISED
 09/11/23
 08/16/23
 05/10/23
 04/29/20
 03/25/20
 03/24/20

SEE SHEET 3

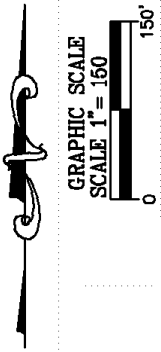


P.O.B. 10000
 LAKE BUENA VISTA
 FL. 32830-1000
 PHONE 407-824-5855

FILING AREA FLAMINGO CROSSINGS	DATE: 2/20/2020
PROJECT NAME Parcel R1: 12" Sanitary sewer force main easement	SCALE 1" = 100'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 2 OF 5	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20004R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

SEE SHEET 2



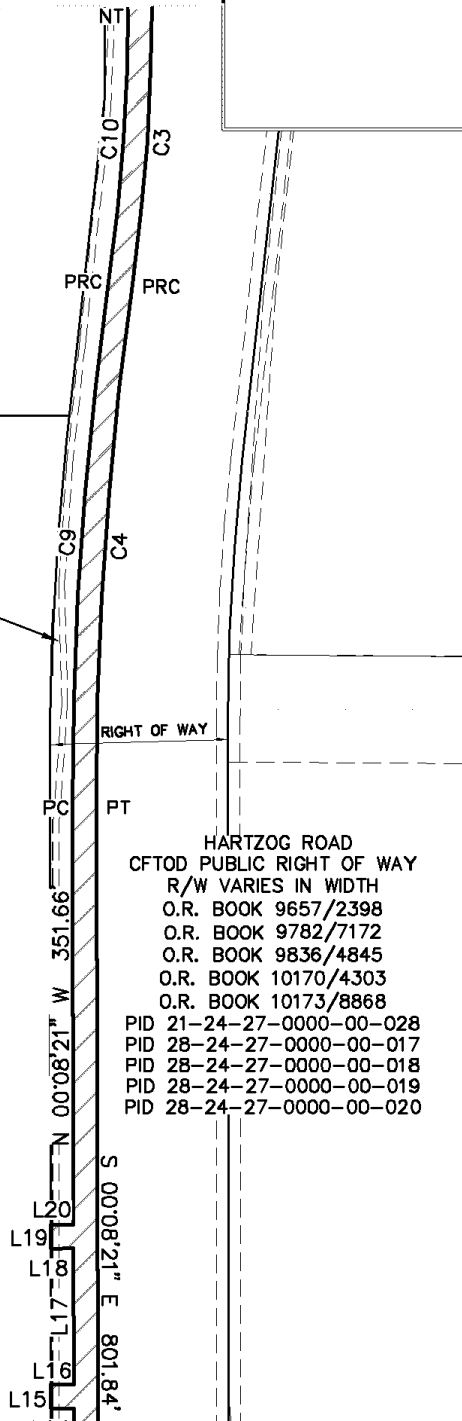
SAI FLAMINGO CROSSINGS,
 LLC
 PID
 28-24-27-0000-00-011

TANGENT TABLE

LINE#	BEARING	DIST.
L14	S 89° 58' 35" W	19.04
L15	N 00° 01' 25" W	20.00
L16	N 89° 58' 35" E	19.00
L17	N 00° 08' 21" W	114.65
L18	S 89° 58' 35" W	18.76
L19	N 00° 01' 25" W	20.00
L20	N 89° 58' 35" E	18.72

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH.
C3	1664.25	08° 22' 05"	243.06
C4	3056.78	08° 13' 03"	438.42
C9	3076.78	08° 13' 03"	441.28
C10	1644.25	08° 22' 05"	240.14



HARTZOG ROAD
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9657/2398
 O.R. BOOK 9782/7172
 O.R. BOOK 9836/4845
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8868
 PID 21-24-27-0000-00-028
 PID 28-24-27-0000-00-017
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 PID 28-24-27-0000-00-020

SEE SHEET 4

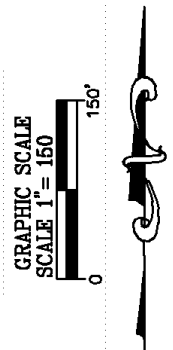
REVISED
 09/11/23
 08/16/23
 05/10/23
 04/29/20
 03/25/20
 03/24/20

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

FILING AREA FLAMINGO CROSSINGS	DATE: 2/20/2020
PROJECT NAME Parcel R1: 12" Sanitary sewer force main easement	SCALE 1" = 150'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 3 OF 5	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20004R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

SEE SHEET 3



WESTERLY APARTMENTS
 PLAT BOOK 103, PAGE 46
 FLAMINGO CROSSINGS APARTMENTS LLC
 O.R. 20190415010
 PID 28-24-27-0000-00-023

WESTERLY R/W LINE
 OF HARTZOG ROAD

EASEMENT
 DOC # 11008/7241
 EASEMENT
 DOC # 10931/6045

FLAMINGO CROSSINGS EAST
 PLAT BOOK 97, PAGE 94
 FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4901
 PID 28-24-27-2500-01-000

TANGENT TABLE

LINE#	BEARING	DIST.
L8	S 87° 50' 38" E	29.13
L9	S 08° 16' 47" W	32.18
L10	N 87° 50' 38" W	25.70
L11	S 57° 33' 18" W	46.79
L12	N 08° 16' 47" E	26.39
L13	N 57° 33' 18" E	23.79
L14	S 89° 58' 35" W	19.04
L15	N 00° 01' 25" W	20.00
L16	N 89° 58' 35" E	19.00
L17	N 00° 08' 21" W	114.65
L18	S 89° 58' 35" W	18.76
L19	N 00° 01' 25" W	20.00
L20	N 89° 58' 35" E	18.72

EASEMENT
 DOC # 20200471834

RIGHT OF WAY

EASEMENT
 DOC # 20150013093

HARTZOG ROAD
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9657/2398
 O.R. BOOK 9782/7172
 O.R. BOOK 9836/4845
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8868
 PID 21-24-27-0000-00-028
 PID 28-24-27-0000-00-017
 PID 28-24-27-0000-00-018
 PID 28-24-27-0000-00-019
 PID 28-24-27-0000-00-020

EASEMENT
 DOC # 20200216591

EASEMENT 10265/1616
 SUBORDINATION 10265/1620

EASTERLY R/W LINE
 OF HARTZOG ROAD
 EASEMENT
 DOC # 20210637471

EASEMENT
 DOC # 20220608507

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C5	2822.81	09° 58' 41"	491.60	
C6	346.58	11° 49' 08"	71.49	S 76° 01' 30" E
C7	378.58	11° 49' 29"	78.13	
C8	2802.81	10° 24' 27"	509.12	N 10° 16' 06" E

REVISED
 09/11/23
 08/16/23
 05/10/23
 04/29/20
 03/25/20
 03/24/20

FILING AREA FLAMINGO CROSSINGS	DATE: 2/20/2020
PROJECT NAME Parcel R1: 12" Sanitary sewer force main easement	SCALE 1" = 150'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 4 OF 5	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20004R1

PROJECT NAME:FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE, SOUTHEAST 1/4, SECTION 21 TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING N 89°59'21" W.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. NO TITLE COMMITMENT FURNISHED. EASEMENTS SHOWN HEREON ARE ONES KNOW TO THE SURVEYOR.

ABBREVIATIONS

BRG BEARING
 CCR CERTIFIED CORNER RECORD
 CFTOD CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 DIST DISTANCE
 DOC# RECORDED INSTRUMENT NUMBER
 FAC FLORIDA ADMINISTRATIVE CODE
 LB LICENSES BUSINESS
 NT NON TANGENT
 O.R. OFFICIAL RECORDS
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 PB PLAT BOOK
 PC POINT OF CURVATURE
 PID PARCEL IDENTIFICATION
 PRC POINT OF REVERSE CURVATURE
 PSM PROFESSIONAL SURVEYOR AND MAPPER
 PT POINT OF TANGENCY
 R/W RIGHT OF WAY
 RNG RANGE
 SEC SECTION
 TANG TANGENT
 TWN TOWNSHIP

DS



DocuSigned by:

Jeff Green

F97A464D3A7549E...

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

Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED
 09/11/23
 08/16/23
 05/10/23
 04/29/20
 03/25/20
 03/24/20



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

FILING AREA	FLAMINGO CROSSINGS	DATE:	2/20/2020
PROJECT NAME	Parcel R1: 12" Sanitary sewer force main easement	SCALE	
SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 5 OF 5	DRAWN BY:	JLG
COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20004R1

DESCRIPTION

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

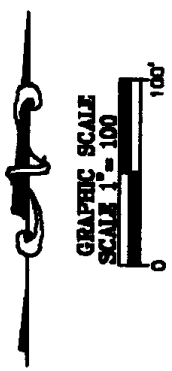
A parcel of land lying in Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

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

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

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

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



TANGENT TABLE

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

CURVE TABLE

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

EAST LINE OF DEED
 REEDY CREEK IMPROVEMENT DISTRICT
 O.R. BOOK 9838/4848
 PID 21-24-27-0000-00-031
 POND 10
 SEE SHEET 2

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

FLAMINGO CROSSINGS BLVD
 RCID RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9857/2398
 O.R. BOOK 9782/7172
 O.R. BOOK 9838/4848
 PID 21-24-27-0000-00-028

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

N 00°11'03" E 38.00
 S 89°59'21" E 237.75'
 N 89°59'21" W 281.02'
 N 89°59'21" W 483.67'
 South line of the Southwest 1/4 of Section 21-24-27
 P.O.B. Parcel F3 10455 SQ. Feet
 P.O.C. SOUTH QUARTER CORNER, SEC 21, TWP 24 S, RNG 27 E CCR #103939

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

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

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

PROFESSIONAL SURVEYOR
 J. L. Green, Florida Certificate No. 5357
 Reedy Creek Energy Services, Survey and Mapping Department LB 7214
 781 Southshore Lane, Bay Lake, Florida 32830-1000
 I, the undersigned, declare that the signature and the original raised seal of a Florida Professional Surveyor and Mapper.



SURVEYING AND MAPPING DEPARTMENT
 P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE (407)560-7111
 FAX (407)560-7888

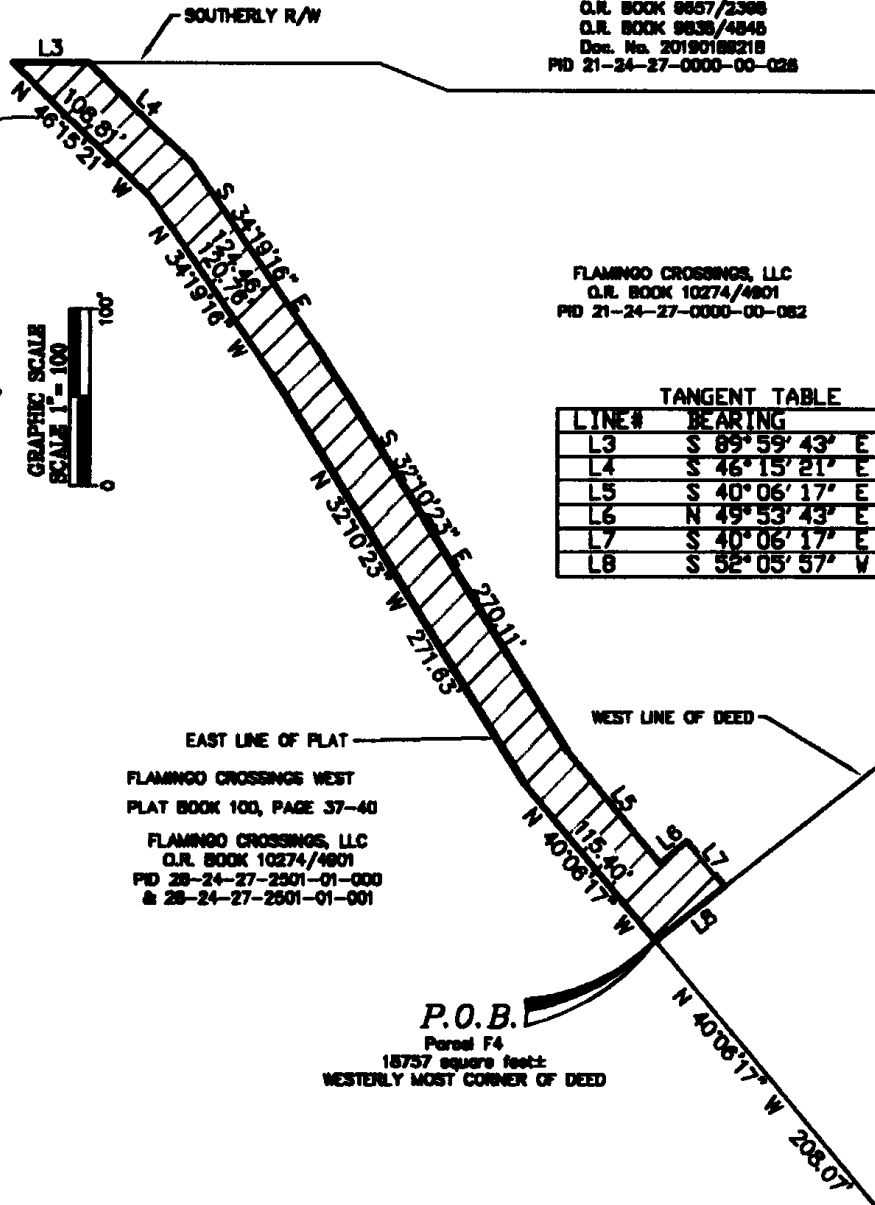
PLANS AREA FLAMINGO CROSSINGS LLC, RCID, SPEEDWAY Non-Exclusive Utility Easement	DATE 2/13/2020
PROJECT NAME File #98030 Parcel F3/F4:24 Potable water main/20 Reclaim water main easement	SCALE 1" = 100'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 2	DRAWN BY: JLG
COMMENTS EXHIBIT "A-1" PAGE 1 OF 2	FILENAME: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

WESTERN WAY
 RCID RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9857/2398
 O.R. BOOK 9838/4848
 Doc. No. 20190188218
 PID 21-24-27-0000-00-028

FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4801
 PID 21-24-27-0000-00-082

TANGENT TABLE

LINE#	BEARING	DIST.
L3	S 89° 59' 43" E	43.39
L4	S 46° 15' 21" E	80.59
L5	S 40° 06' 17" E	81.69
L6	N 49° 53' 43" E	20.00
L7	S 40° 06' 17" E	33.55
L8	S 52° 05' 57" W	50.04



FLAMINGO CROSSINGS WEST
 PLAT BOOK 100, PAGE 37-40
 FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4801
 PID 28-24-27-2501-01-000
 & 28-24-27-2501-01-001

NEEDY CREEK IMPROVEMENT DISTRICT
 O.R. BOOK 9838/4848
 PID 21-24-27-0000-00-031
 POND 10

P.O.B.
 Parcel F4
 18757 square feet±
 WESTERLY MOST CORNER OF DEED

N 00°11'03" E
 38.00

N 89°59'21" W 483.67'

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

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

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

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



SURVEYING AND
 MAPPING DEPARTMENT
 P.O.B. 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE (407)560-7118
 FAX (407)560-7888

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

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

SEE SHEET 1

DESCRIPTION

PARCEL F5

A parcel of land lying in Section 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 corner of said Section 28, and a point on the Easterly Flamingo Crossings Blvd. right of way line as described in Official Records Book 9782, Page 7172, Book 10170, Page 4303 and Book 10173 Page 8868 of the Public Records of Orange County, Florida, run along the North-South center of Section line of said Section 28 and said right of way line, N 00°17'54" E, 13.58 feet, to a point on a non-tangent curve concave Westerly having a radius of 1175.00 feet, and a central angle of 07°00'26"; thence from a tangent bearing of N 15°17'14" E run Northerly along the arc of said curve and right of way line, 143.70 feet; thence continue along said right of way line the following courses; N 81°43'13" W, 5.50 feet; thence N 08°16'47" E, 45.96 feet to the Point of Beginning; thence N 08°16'47" E, 108.82 feet; thence S 81°43'14" E, 10.00 feet; thence departing said right of way line run, S 08°16'47" W, 99.19 feet; thence S 54°23'08" W, 13.88 feet to the Point of Beginning, containing 1040 square feet, more or less.

GRAPHIC SCALE
SCALE 1" = 50'

FLAMINGO CROSSINGS BLVD
RCID RIGHT OF WAY
R/W VARIES IN WIDTH
O.R. BOOK 9857/2398
O.R. BOOK 9782/7172
O.R. BOOK 8838/4845
O.R. BOOK 10170/4303
O.R. BOOK 10173/8888
PID 21-24-27-0000-00-26
PID 26-24-27-0000-00-017
PID 26-24-27-0000-00-018
PID 26-24-27-0000-00-019
PID 26-24-27-0000-00-020

FLAMINGO CROSSINGS EAST
PLAT BOOK 97, PAGE 94

FLAMINGO CROSSINGS, LLC
O.R. BOOK 10274/4901
PID 26-24-27-2500-01-000

North-South center of Section line
of Section 28-24-27

EASTERLY RIGHT OF WAY LINE

DURE UTILITY EASEMENT
O.R. BOOK 10859/93

P.O.B.
Parcel F5
1040 square feet

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 00°17'54" E	13.58
L2	N 81°43'13" W	5.50
L3	N 08°16'47" E	45.96
L4	S 81°43'14" E	10.00
L5	S 54°23'08" W	13.88

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

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1175.00	07°00'26"	143.70	N 15°17'14" E

P.O.C.
SE CORNER, N. 1/2, SE 1/4, SE 1/4, NW 1/4,
SEC 28, TWN 24 S, RNG 27 E

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



This document has been electronically signed using a digital signature by Jeff Green (No. 12577, 17,802(J)). Printed copies of this document are not required to be signed and the e-signature must be verified for any printed copies. The seal appearing on this document was authorized by Jeff Green P.S.M. 8357 on 8/18/2020.

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

Ready Creek Energy Services, Survey and Mapping Department LB 7714
781 Buckatoga Lane, Bay Lake, Florida 32830-1000

REVISED: 11/18/20. This block
REVISED: 08/24/20, Updated PID

	SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE (407)680-7118 FAX (407)680-7889	PLING AREA FLAMINGO CROSSINGS LLC, RCID, SPEEDWAY Non-Exclusive Utility Easement	DATE 4/29/2020
		PROJECT NAME File #98030 Parcel F5: 16" Water main easement	SCALE 1" = 50'
SURVEY TYPE SKETCH OF DESCRIPTION		DRAWN BY: JLG	
COMMENTS EXHIBIT "A" PAGE 1 OF 1		FILENAME: 10JG20005	

DESCRIPTION

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

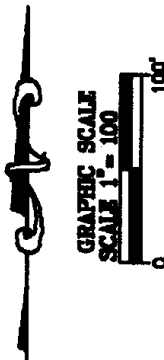
A parcel of land lying in Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

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

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

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

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



TANGENT TABLE

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

CURVE TABLE

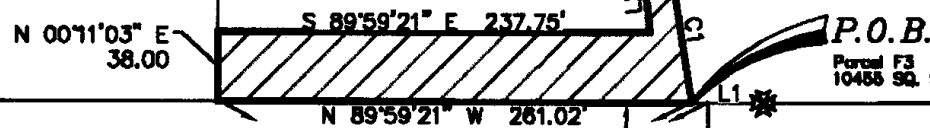
CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1464.00	03°04'47"	78.69	S 10°28'53" E

EAST LINE OF DEED
 REEDY CREEK IMPROVEMENT DISTRICT
 O.R. BOOK 9838/4848
 PID 21-24-27-0000-00-031
 POND 10
 SEE SHEET 2

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

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

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



N 89°59'21" W 483.67'
 N 89°59'21" W 261.02'
 South line of the Southwest 1/4
 of Section 21-24-27
 HOLIDAY RPT VACATION CLUB
 PID 28-24-27-0000-00-011

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

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

Jeff L. Green Florida Certificate No. 5357
 Reedy Creek Energy Services, Survey and Mapping Department LB 774
 791 Baskette Lane, Boy Lake, Florida 32820-1000

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

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

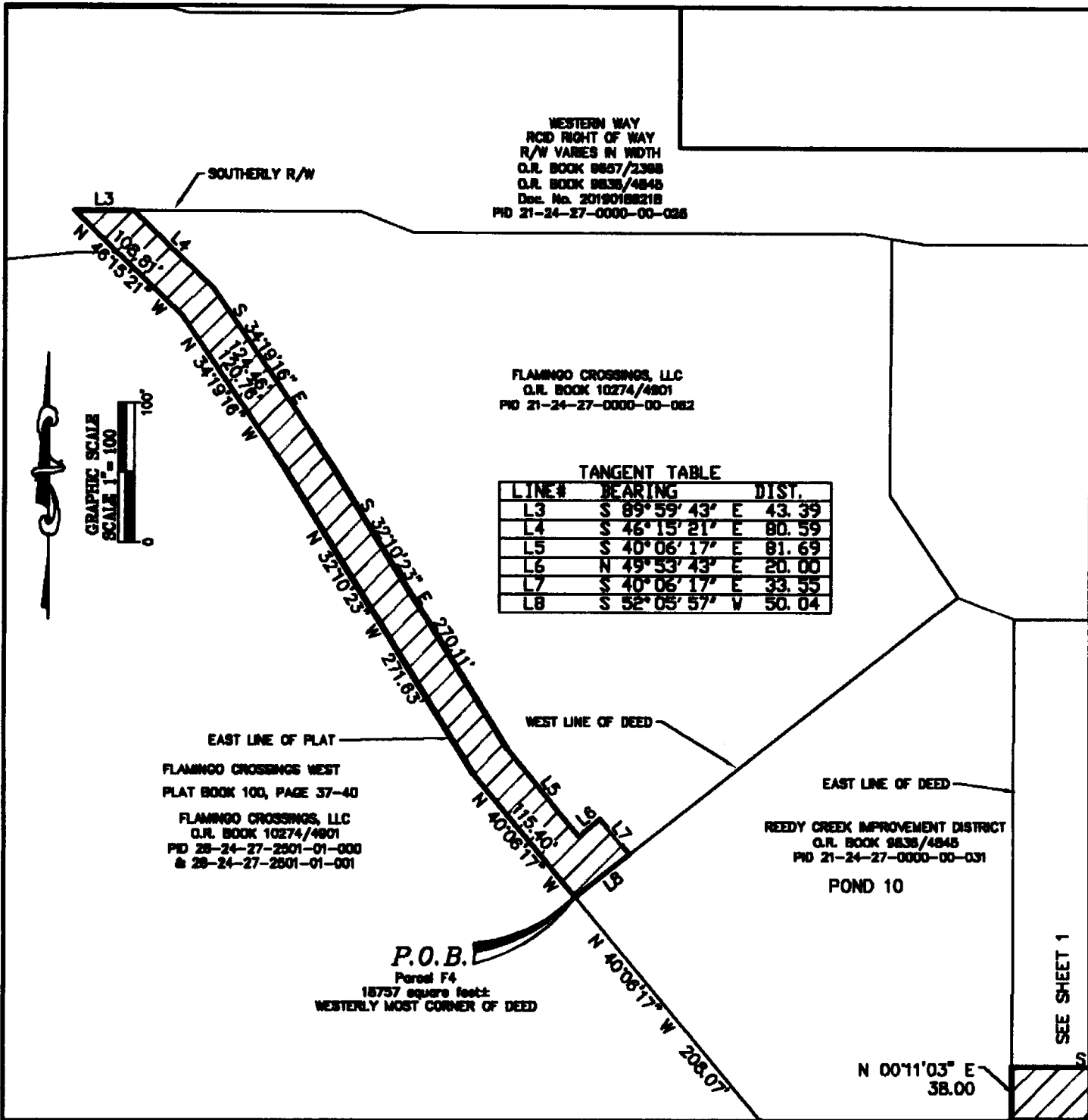
	SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE (407)560-7111 FAX (407)560-7888	FILING AREA FLAMINGO CROSSINGS LLC, RCID, SPEEDWAY Non-Exclusive Utility Easement	DATE: 2/13/2020
	PROJECT NAME File #98030 Parcel F3/F4:24 Potable water main/20 Reclaim water main easement	SCALE 1" = 100'	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 2
COMMENTS EXHIBIT "A-2" PAGE 1 OF 2		FILENAME 10JG20005	

WESTERN WAY
 RCID RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9857/2398
 O.R. BOOK 9838/4845
 Doc. No. 20190188218
 PID 21-24-27-0000-00-026

FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4901
 PID 21-24-27-0000-00-082

TANGENT TABLE

LINE#	BEARING	DIST.
L3	S 89° 59' 43" E	43.39
L4	S 46° 15' 21" E	80.59
L5	S 40° 06' 17" E	81.69
L6	N 49° 53' 43" E	20.00
L7	S 40° 06' 17" E	33.55
L8	S 52° 05' 57" W	50.04



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

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

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

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



SURVEYING AND MAPPING DEPARTMENT
 P.O. BOX 10000
 LAKE BUENA VISTA
 FL 32830-1000
 PHONE (407)940-7111
 FAX (407)940-7888

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

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

SEE SHEET 1

DESCRIPTION

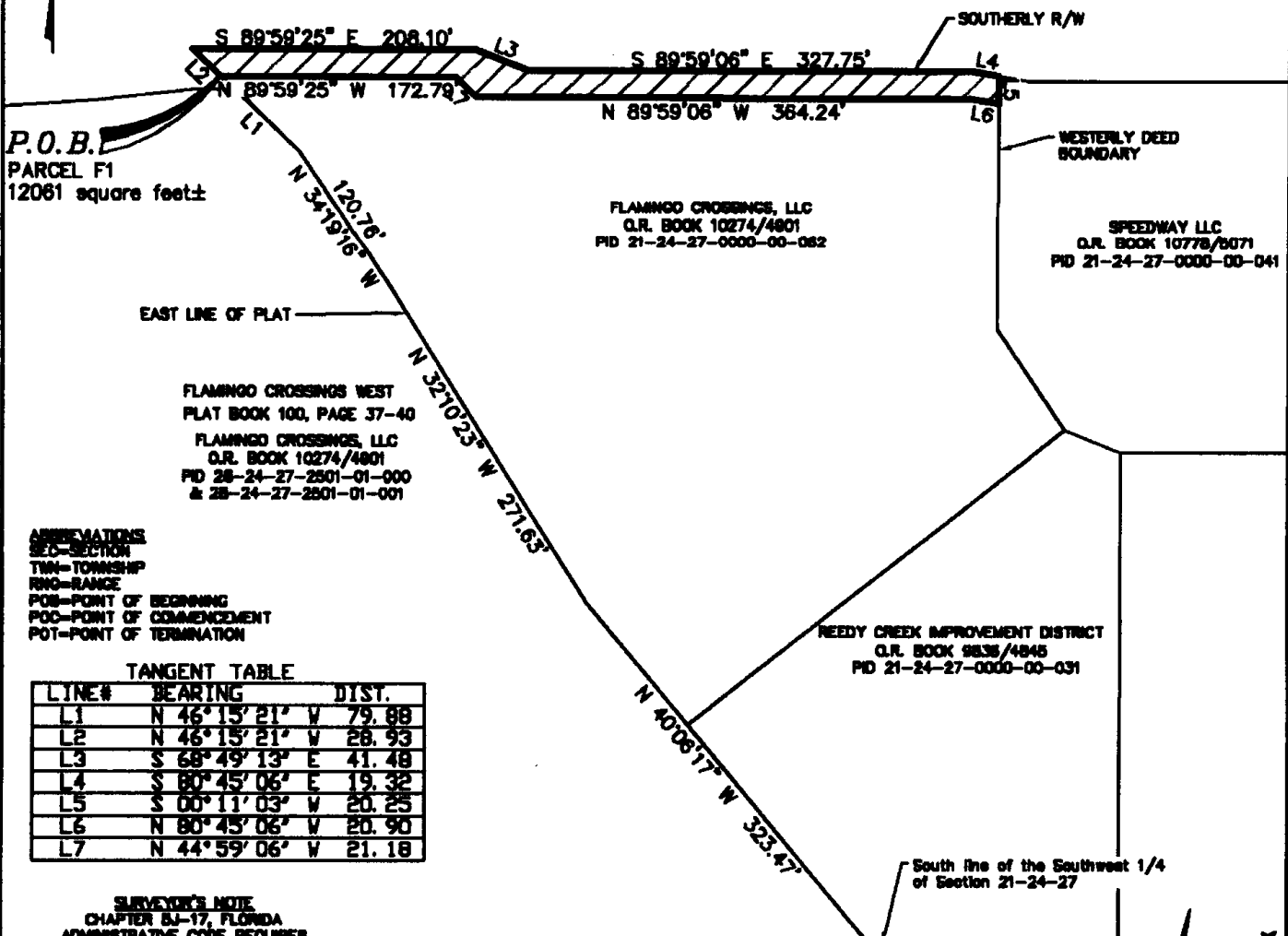
PARCEL F1: 12" SANITARY SEWER FORCE MAIN EASEMENT

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

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

GRAPHIC SCALE
SCALE 1" = 100'

WESTERN WAY
RCID RIGHT OF WAY
R/W VARIES IN WIDTH
O.R. BOOK 9857/2388
O.R. BOOK 9838/4846
Doc. No. 20190188218
PID 21-24-27-0000-00-028



P.O.B.
PARCEL F1
12061 square feet±

FLAMINGO CROSSINGS, LLC
O.R. BOOK 10274/4801
PID 21-24-27-0000-00-082

SPEEDWAY LLC
O.R. BOOK 10778/8071
PID 21-24-27-0000-00-041

FLAMINGO CROSSINGS WEST
PLAT BOOK 100, PAGE 37-40
FLAMINGO CROSSINGS, LLC
O.R. BOOK 10274/4801
PID 28-24-27-2501-01-000
& 28-24-27-2501-01-001

NEEDY CREEK IMPROVEMENT DISTRICT
O.R. BOOK 9838/4846
PID 21-24-27-0000-00-031

ABBREVIATIONS
SEC-SECTION
TWN-TOWNSHIP
RNG-RANGE
POS-POINT OF BEGINNING
POC-POINT OF COMMENCEMENT
POT-POINT OF TERMINATION

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 46°15'21" W	79.98
L2	N 46°15'21" W	28.93
L3	S 68°49'13" E	41.48
L4	S 80°45'06" E	19.32
L5	S 00°11'03" W	20.25
L6	N 80°45'06" W	20.90
L7	N 44°59'06" W	21.18

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

N 89°59'21" W 483.67' P.O.C.
SOUTH QUARTER CORNER,
SEC 21, TWN 24 S, RNG 27 E
CCR #103939

Jeff L. Green Florida Certificate No. 5357
Ready Creek Energy Services, Survey and Mapping Department 1B-774
751 Seastage Lane, Bay Lake, Florida 32830-1000

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

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

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

<p>ACES ORIGINALLY FOR ENERGY SERVICES</p>	<p>SURVEYING AND MAPPING DEPARTMENT P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE (407)980-7111 FAX (407)940-7888</p>	<p>PLANS AREA FLAMINGO CROSSINGS LLC, RCID, SPEEDWAY Non-Exclusive Utility Easement</p>	<p>DATE 2/13/2020</p>
		<p>PROJECT NAME File #98030 Parcel F1: 12" Sanitary sewer force main easement</p>	<p>SCALE 1" = 120'</p>
		<p>SURVEY TYPE SKETCH OF DESCRIPTION</p>	<p>DRAWN BY: JLG</p>
		<p>COMMENTS EXHIBIT "A-3" PAGE 1 OF 1</p>	<p>PLANNING 10JG20006</p>

PROJECT NAME:FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

DESCRIPTION

PARCEL R3: 24" POTABLE WATER MAIN/20" RECLAIM WATER MAIN EASEMENT

A portion of a deed in favor of Central Florida Tourism Oversight District formerly known as Reedy Creek Improvement District and recorded in Official Records Book 9836, Page 4845 of the Public Records of Orange County, Florida and Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 300.33 feet, to a point on the boundary of aforesaid deed and the Point of Beginning; thence run along the said deed boundary the following three courses; N 89°59'21" W, 183.34 feet; N 40°06'17" W, 208.07 feet; N 52°05'57" E, 50.04 feet; thence S 40°06'17" E, 73.74 feet; thence S 49°54'30" W, 20.00 feet; thence S 40°06'17" E, 118.45 feet; thence S 89°59'21" E, 139.87 feet; thence N 00°01'17" E, 8.00 feet; thence S 89°59'21" E, 29.63 feet; thence run along aforesaid deed boundary, S 00°11'03" W, 38.00 feet to the Point of Beginning. Containing 13027 square feet, more or less.


PARCEL R4: 24" POTABLE WATER MAIN/20" RECLAIM WATER MAIN EASEMENT

A portion of Hartzog Road as described in Official Records Book 9657, Page 2398, Book 9782, Page 7172 and Book 9836 Page 4845 of the Public Records of Orange County, Florida and Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Begin at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 39.31 feet to a point on the Westerly right of way line of said Hartzog Road and a non-tangent curve concave Westerly having a radius of 1464.00 feet, and a central angle of 03°04'47"; thence from a tangent bearing of N 07°24'06" W run Northerly along the arc of said curve, 78.69 feet to a point non-tangency; thence N 83°59'30" E, 81.77 feet; thence S 28°18'19" E, 44.61 feet; thence N 83°20'54" E, 70.58 feet to a point on a non-tangent curve concave Westerly having a radius of 1010.00 feet, and a central angle of 03°08'31"; thence from a tangent bearing of S 06°39'05" E run Southerly along the arc of said curve and the Easterly right of way line of Hartzog Road, 55.38 feet to a point non-tangency; thence run along the South line of the Southeast 1/4 of said Section 21, S 89°59'05" W, 125.94 feet to the Point of Beginning. Containing 11306 square feet, more or less.

REVISED
 01/10/24
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

SEE SHEET 3 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

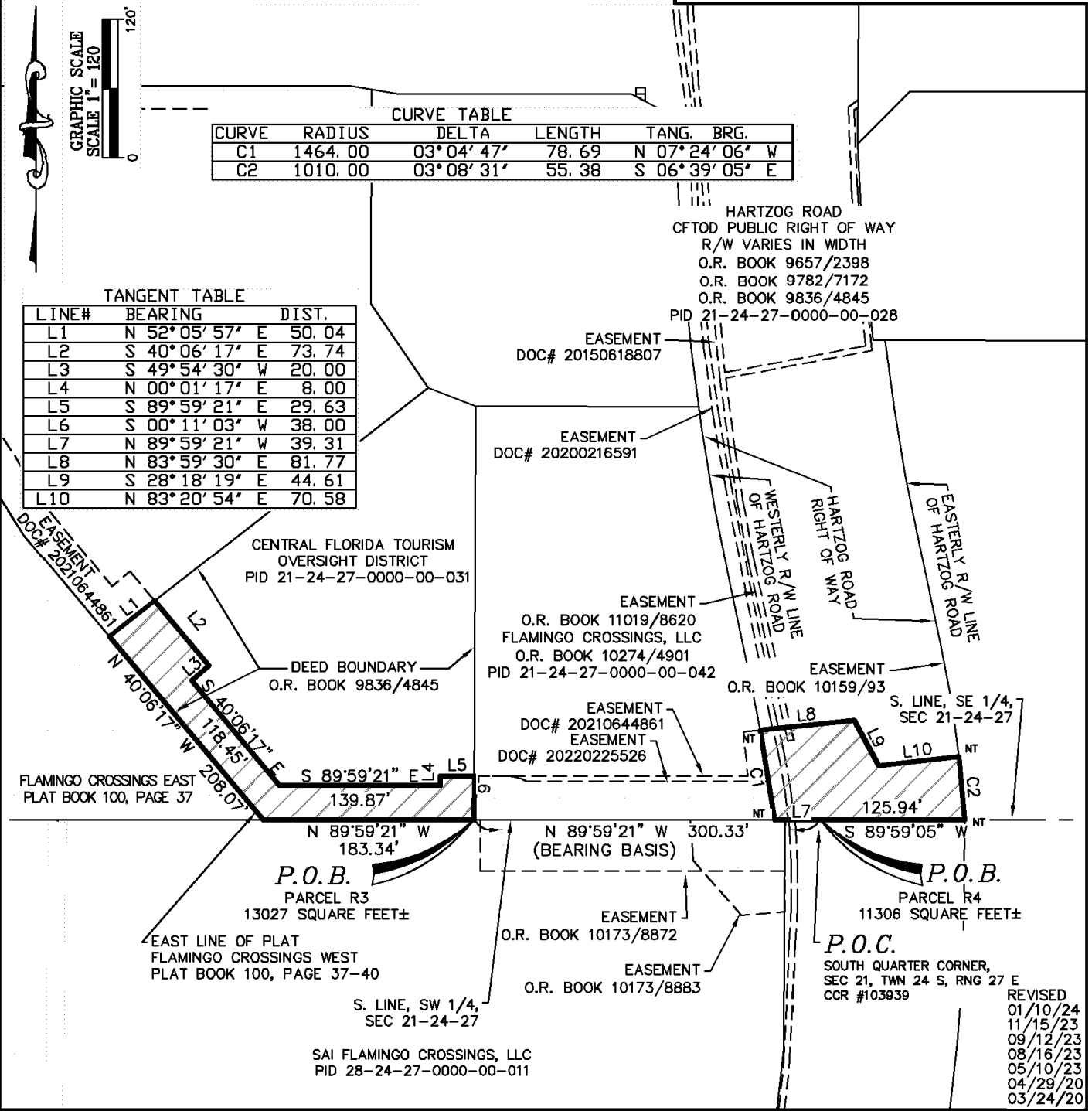
 <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
	PROJECT NAME Parcel R3/R4:24"Potable water main/20"Reclaim water main easement	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 3	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20007R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1464.00	03°04'47"	78.69	N 07°24'06" W
C2	1010.00	03°08'31"	55.38	S 06°39'05" E

LINE#	BEARING	DIST.
L1	N 52°05'57" E	50.04
L2	S 40°06'17" E	73.74
L3	S 49°54'30" W	20.00
L4	N 00°01'17" E	8.00
L5	S 89°59'21" E	29.63
L6	S 00°11'03" W	38.00
L7	N 89°59'21" W	39.31
L8	N 83°59'30" E	81.77
L9	S 28°18'19" E	44.61
L10	N 83°20'54" E	70.58



REVISED
 01/10/24
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

	FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
	PROJECT NAME Parcel R3/R4:24" Potable water main/20" Reclaim water main easement	SCALE 1" = 120'
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 2 OF 3	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20007R1
	P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-624-5855	

PROJECT NAME:FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE, SOUTHEAST 1/4, SECTION 21 TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING N 89°59'21" W.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. NO TITLE COMMITMENT FURNISHED. EASEMENTS SHOWN HEREON ARE ONES KNOWN TO THE SURVEYOR.

DS



DocuSigned by:

Jeff Green

F97A464D3A7549E...

1/10/2024

ABBREVIATIONS

BRG BEARING
 CCR CERTIFIED CORNER RECORD
 CFTOD CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 DIST DISTANCE
 DOC# RECORDED INSTRUMENT NUMBER
 FAC FLORIDA ADMINISTRATIVE CODE
 LB LICENSES BUSINESS
 NT NON TANGENT
 O.R. OFFICIAL RECORDS
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 PB PLAT BOOK
 PC POINT OF CURVATURE
 PID PARCEL IDENTIFICATION
 PRC POINT OF REVERSE CURVATURE
 PSM PROFESSIONAL SURVEYOR AND MAPPER
 PT POINT OF TANGENCY
 R/W RIGHT OF WAY
 RNG RANGE
 SEC SECTION
 TANG TANGENT
 TWN TOWNSHIP

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

Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED
 01/10/24
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20



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

FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
PROJECT NAME	Parcel R3/R4:24"Potable water main/20"Reclaim water main easement	SCALE	
SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 3 OF 3	DRAWN BY:	JLG
COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20007R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

DESCRIPTION

PARCEL R2: 16" POTABLE WATER MAIN EASEMENT


A portion of Hartzog Road as described in Official Records Book 9782, Page 7172, Book 10170, Page 4303, Book 10173 Page 8868 and Book 10815, Page 4619 of the Public Records of Orange County, Florida and Section 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Begin at the North Quarter corner of said Section 28, run along the North line of the Northeast 1/4 of said Section 28, N 89°59'05" E, 125.94 feet to a point on the Easterly right of way line of said Hartzog Road; thence run along said right of way line, S 00°38'39" W, 52.02 feet; thence departing said right of way line run, N 89°42'30" W, 4.15 feet; thence S 00°38'50" W, 53.66 feet to a point of curvature of a curve concave Westerly having a radius of 895.17 feet, and a central angle of 05°39'43"; thence run Southerly along the arc of said curve, 88.46 feet to a point of tangency; thence S 06°18'33" W, 183.36 feet; thence S 83°41'27" E, 4.14 feet; thence run along aforesaid right of way line, S 06°18'32" W, 104.73 feet; thence departing said right of way line run, N 83°41'27" W, 4.14 feet; thence S 06°18'33" W, 23.72 feet to a point of curvature of a curve concave Easterly having a radius of 2008.68 feet, and a central angle of 00°39'23"; thence run Southerly along the arc of said curve, 23.01 feet to a point of non-tangency; thence S 84°49'04" E, 4.14 feet to a point on a non-tangent curve concave Easterly having a radius of 2004.50 feet, and a central angle of 00°51'27"; thence from a tangent bearing of S 05°38'57" W run Southerly along the arc of said curve and aforesaid right of way line, 30.00 feet to a point of non-tangency; thence N 84°49'04" W, 4.14 feet to a point on a non-tangent curve concave Easterly having a radius of 2008.68 feet, and a central angle of 04°49'13"; thence from a tangent bearing of S 04°47'50" W run Southerly along the arc of said curve, 168.99 feet to a point of tangency; thence S 00°01'24" E, 250.23 feet; thence N 89°58'37" E, 4.16 feet; thence run along aforesaid right of way line, S 00°01'25" E, 56.96 feet; thence departing said right of way line run, S 44°39'33" W, 36.06 feet; thence S 00°21'51" E, 14.36 feet; thence S 89°38'09" W, 5.00 feet; thence S 00°21'51" E, 126.37 feet; thence N 89°58'36" E, 29.52 feet; thence run along aforesaid right of way line, S 00°01'25" E, 20.00 feet; thence departing said right of way line run, S 89°58'36" W, 29.40 feet; thence S 00°21'51" E, 85.20 feet; thence N 87°57'57" E, 5.00 feet; thence S 03°42'15" E, 38.43 feet; thence S 86°17'45" W, 5.00 feet; thence S 03°42'15" E, 133.05 feet; thence S 00°05'03" W, 23.24 feet; thence N 89°58'36" E, 25.42 feet; thence run along aforesaid right of way line, S 00°01'25" E, 20.00 feet; thence departing said right of way line run, S 89°58'36" W, 25.46 feet; thence S 00°05'03" W, 44.07 feet; thence S 89°54'57" E, 5.00 feet; thence S 00°05'03" W, 81.16 feet; thence S 22°07'32" W, 30.29 feet; thence S 02°26'29" W, 76.76 feet to a point of curvature of a curve concave Westerly having a radius of 2136.54 feet, and a central angle of 01°58'56"; thence run Southerly along the arc of said curve, 73.92 feet to a point of non-tangency; thence S 84°24'23" E, 25.93 feet to a point on a non-tangent curve concave Westerly having a radius of 2162.49 feet, and a central angle of 00°31'48"; thence from a tangent bearing of S 04°26'28" W run Southerly along the arc of said curve and aforesaid right of way line,

continued on sheet 2

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

SEE SHEET 6 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

 <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
	PROJECT NAME Parcel R2: 16" Potable water main easement	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 6	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20008R1


PROJECT NAME:FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

continued from page 1

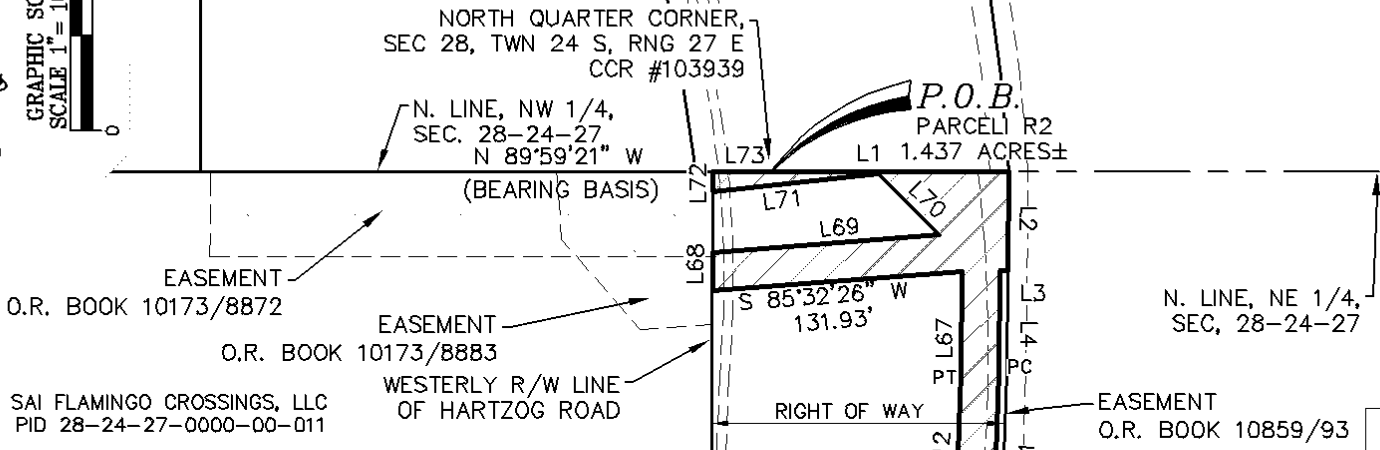
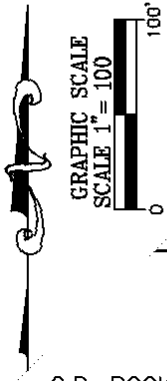
20.00 feet to a point of non-tangency; thence departing said right of way line run N 84°24'23" W, 25.93 feet to a point on a non-tangent curve concave Westerly having a radius of 2136.54 feet, and a central angle of 02°20'56"; thence from a tangent bearing of S 04°57'36" W run Southerly along the arc of said curve, 87.59 feet to a point of non-tangency; thence S 37°47'35" E, 36.38 feet, to a point on a non-tangent curve concave Westerly having a radius of 2162.49 feet, and a central angle of 00°17'13"; thence from a tangent bearing of S 07°59'34" W run Southerly along the arc of said curve and aforesaid right of way line, 10.83 feet to a point tangency; thence continue along aforesaid right of way line the following three courses; S 08°16'47" W, 46.90 feet; N 81°43'14" W, 10.00 feet; S 08°16'47" W, 108.82 feet; thence departing said right of way line run, S 54°23'08" W, 101.23 feet; thence N 81°00'31" W, 71.82 feet to a point on the Westerly right of way line of aforesaid Hartzog Road and a point on a non-tangent curve concave Westerly having a radius of 1025.00 feet, and a central angle of 01°18'15"; thence from a tangent bearing of N 09°35'02" E run Northerly along the arc of said curve and right of way line, 23.33 feet to a point of non-tangency; thence continue along said right of way line the following two courses, S 81°43'13" E, 5.50 feet; N 08°16'47" E, 6.60 feet; thence departing said right of way line run, S 81°00'31" E, 54.12 feet; thence N 54°23'08" E, 96.97 feet; thence N 08°16'47" E, 97.03 feet; thence N 82°31'00" W, 124.01 feet; thence run along aforesaid right of way line, N 08°16'47" E, 20.00 feet; thence departing said right of way line run, S 82°31'00" E, 121.47 feet; thence N 08°16'49" E, 7.20 feet; thence N 37°47'35" W, 39.57 feet to a point on a non-tangent curve concave Westerly having a radius of 2106.54 feet, and a central angle of 05°12'20"; thence from a tangent bearing of N 07°38'48" E run Northerly along the arc of said curve, 191.38 feet to a point of tangency; thence N 02°26'29" E, 81.97 feet; thence N 22°07'32" E, 29.65 feet; thence N 00°05'03" E, 75.32 feet; thence S 89°54'57" E, 5.00 feet; thence N 00°05'03" E, 86.65 feet; thence N 03°42'15" W, 132.39 feet; thence S 86°17'44" W, 5.00 feet; thence N 03°42'15" W, 39.30 feet; thence N 87°57'57" E, 5.00 feet; thence N 00°21'51" W, 232.15 feet; thence S 89°38'09" W, 5.00 feet; thence N 00°21'51" W, 26.80 feet; thence N 44°39'33" E, 36.17 feet; thence N 00°01'25" W, 44.63 feet; thence N 89°58'36" E, 5.84 feet; thence N 00°01'24" W, 250.23 feet to a point of curvature of a curve concave Easterly having a radius of 2028.68 feet, and a central angle of 06°19'57"; thence run Northerly along the arc of said curve, 224.21 feet to a point of tangency; thence N 06°18'33" E, 23.72 feet; thence N 83°41'27" W, 5.86 feet; thence N 06°18'32" E, 104.73 feet; thence S 83°41'27" E, 5.86 feet; thence N 06°18'33" E, 183.36 feet to a point of curvature of a curve concave Westerly having a radius of 875.17 feet, and a central angle of 05°39'43"; thence run Northerly along the arc of said curve, 86.49 feet to a point of tangency; thence N 00°38'50" E, 53.07 feet; thence S 85°32'26" W, 131.93 feet; thence run along aforesaid right of way line, N 00°17'54" E, 20.07 feet; thence departing said right of way line run, N 85°32'26" E, 119.58 feet; thence N 45°13'14" W, 45.24 feet; thence S 83°59'30" W, 87.42 feet; thence run along aforesaid right of way line, N 00°17'54" E, 10.51 feet; thence departing said right of way line run, run along the North line of the Northwest 1/4 of said Section, S 89°59'21" E, 30.00 feet to the Point of Beginning. Containing 1.437 Acres, more or less.

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

SEE SHEET 6 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

 <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
	PROJECT NAME Parcel R2: 16" Potable water main easement	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 2 OF 6	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20008R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	895.17	05° 39' 43"	88.46	
C2	2008.68	00° 39' 23"	23.01	
C3	2004.50	00° 51' 27"	30.00	S 05° 38' 57" W
C4	2008.68	04° 49' 13"	168.99	S 04° 47' 50" W
C11	2028.68	06° 19' 57"	224.21	
C12	875.17	05° 39' 43"	86.49	

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 89° 59' 05" E	125.94
L2	S 00° 38' 39" W	52.02
L3	N 89° 42' 30" W	4.15
L4	S 00° 38' 50" W	53.66
L5	S 83° 41' 27" E	4.14
L6	S 06° 18' 32" W	104.73
L7	N 83° 41' 27" W	4.14
L8	S 06° 18' 33" W	23.72
L9	S 84° 49' 04" E	4.14
L10	N 84° 49' 04" W	4.14
L63	N 06° 18' 33" E	23.72
L64	N 83° 41' 27" W	5.86
L65	N 06° 18' 32" E	104.73
L66	S 83° 41' 27" E	5.86
L67	N 00° 38' 50" E	53.07
L68	N 00° 17' 54" E	20.07
L69	N 85° 32' 26" E	119.58
L70	N 45° 13' 14" W	45.24
L71	S 83° 59' 30" W	87.42
L72	N 00° 17' 54" E	10.51
L73	S 89° 59' 21" E	30.00

HARTZOG ROAD
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9782/7172
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8868
 O.R. BOOK 10815/4619
 PID 21-24-27-0000-00-028
 PID 28-24-27-0000-00-017
 PID 28-24-27-0000-00-018
 PID 28-24-27-0000-00-019
 PID 28-24-27-0000-00-020

WESTERLY APARTMENTS
 PLAT BOOK 103, PAGE 36

EASTERLY R/W LINE
 OF HARTZOG ROAD

FLAMINGO CROSSINGS EAST
 PLAT BOOK 97, PAGE 94

FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4901 PID
 28-24-27-2500-01-000

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

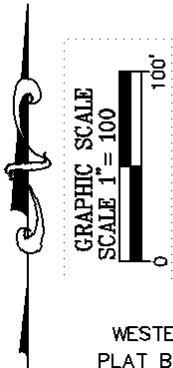
SEE SHEET 4

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

FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
PROJECT NAME Parcel R2: 16" Potable water main easement	SCALE 1" = 100'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 3 OF 6	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20008R1

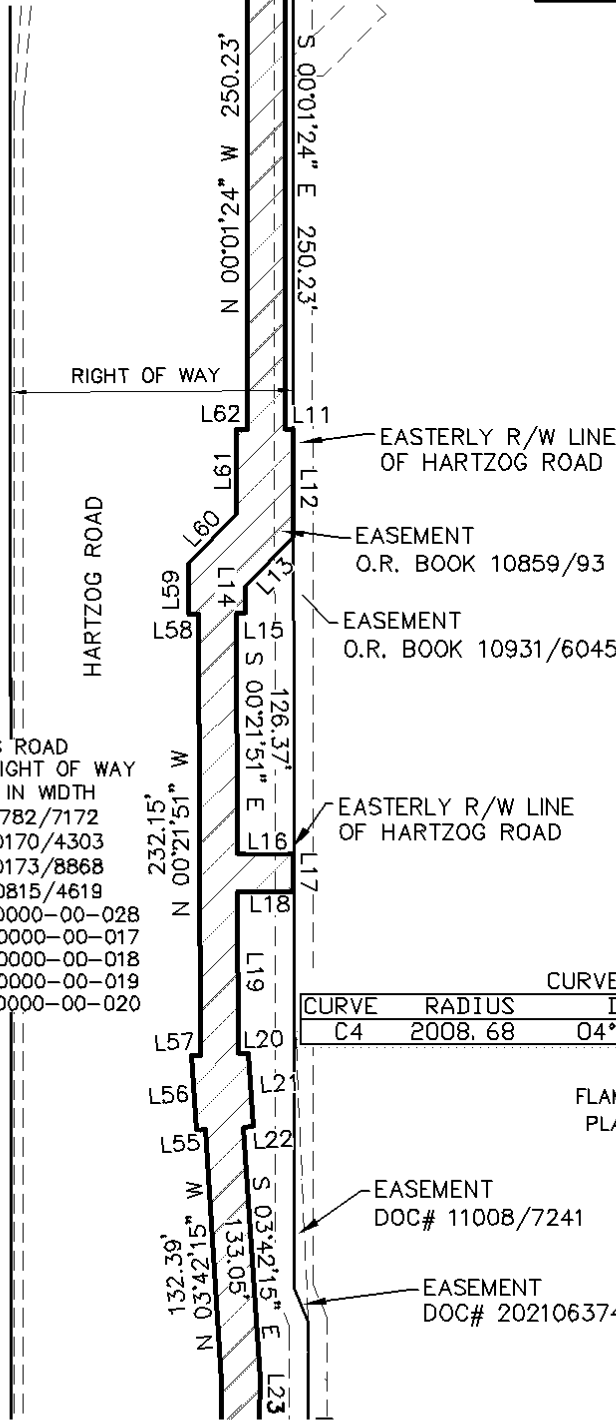
PROJECT NAME: FLAMINGO CROSSINGS LLC,
 CFTOD, SPEEDWAY Non-Exclusive Utility
 Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

SEE SHEET 3



WESTERLY APARTMENTS
 PLAT BOOK 103, PAGE 46

HARTZOG ROAD
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9782/7172
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8868
 O.R. BOOK 10815/4619
 PID 21-24-27-0000-00-028
 PID 28-24-27-0000-00-017
 PID 28-24-27-0000-00-018
 PID 28-24-27-0000-00-019
 PID 28-24-27-0000-00-020



TANGENT TABLE

LINE#	BEARING	DIST.
L11	N 89°58'37" E	4.16
L12	S 00°01'25" E	56.96
L13	S 44°39'33" W	36.06
L14	S 00°21'51" E	14.36
L15	S 89°38'09" W	5.00
L16	N 89°58'36" E	29.52
L17	S 00°01'25" E	20.00
L18	S 89°58'36" W	29.40
L19	S 00°21'51" E	85.20
L20	N 87°57'57" E	5.00
L21	S 03°42'15" E	38.43
L22	S 86°17'45" W	5.00
L23	S 00°05'03" W	23.24
L24	N 89°58'36" E	25.42
L25	S 00°01'25" E	20.00
L26	S 89°58'36" W	25.46
L54	N 00°05'03" E	86.65
L55	S 86°17'44" W	5.00
L56	N 03°42'15" W	39.30
L57	N 87°57'57" E	5.00
L58	S 89°38'09" W	5.00
L59	N 00°21'51" W	26.80
L60	N 44°39'33" E	36.17
L61	N 00°01'25" E	44.63
L62	N 89°58'36" E	5.84

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C4	2008.68	04°49'13"	168.99	S 04°47'50" W

FLAMINGO CROSSINGS EAST
 PLAT BOOK 97, PAGE 94

SEE SHEET 5

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

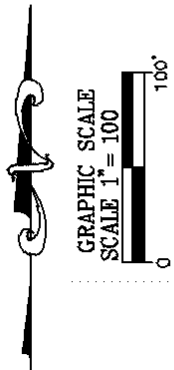


P.O.B. 10000
 LAKE BUENA VISTA
 FL. 32830-1000
 PHONE 407-824-5855

FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
PROJECT NAME Parcel R2: 16" Potable water main easement	SCALE 1" = 100'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 4 OF 6	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20008R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

SEE SHEET 4



HARTZOG ROAD
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9782/7172
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8868
 O.R. BOOK 10815/4619
 PID 21-24-27-0000-00-028
 PID 28-24-27-0000-00-017
 PID 28-24-27-0000-00-018
 PID 28-24-27-0000-00-019
 PID 28-24-27-0000-00-020

EASEMENT
 DOC# 20200471834

WESTERLY APARTMENTS
 PLAT BOOK 103, PAGE 48

EASEMENT
 DOC# 20200216591

WESTERLY R/W LINE
 OF HARTZOG ROAD

EASEMENT 10265/1616
 SUBORDINATION 10265/1620

EASEMENT
 DOC# 20220608507

EASTERLY R/W LINE
 OF HARTZOG ROAD

FLAMINGO CROSSINGS EAST
 PLAT BOOK 97, PAGE 94

EASEMENT
 O.R. BOOK 10931/6045

EASTERLY R/W LINE
 OF HARTZOG ROAD

EASEMENT
 DOC# 20150013093

EASEMENT
 O.R. BOOK 10859/93

EASTERLY R/W LINE
 EASEMENT
 DOC# 20210637471

TANGENT TABLE

LINE#	BEARING	DIST.
L23	S 00° 05' 03" W	23.24
L24	N 89° 58' 36" E	25.42
L25	S 00° 01' 25" E	20.00
L26	S 89° 58' 36" W	25.46
L27	S 00° 05' 03" W	44.07
L28	S 89° 54' 57" E	5.00
L29	S 00° 05' 03" W	81.16
L30	S 22° 07' 32" W	30.29
L31	S 02° 26' 29" W	76.76
L32	S 84° 24' 23" E	25.93
L33	N 84° 24' 23" W	25.93
L34	S 37° 47' 35" E	36.38
L35	S 08° 16' 47" W	46.90
L36	N 81° 43' 14" W	10.00
L37	S 08° 16' 47" W	108.82
L38	S 54° 23' 08" W	101.23
L39	N 81° 00' 31" W	71.82
L40	S 81° 43' 13" E	5.50
L41	N 08° 16' 47" E	6.60
L42	S 81° 00' 31" E	54.12
L43	N 54° 23' 08" E	96.97
L44	N 08° 16' 47" E	97.03
L45	N 82° 31' 00" W	124.01
L46	N 08° 16' 47" E	20.00
L47	S 82° 31' 00" E	121.47
L48	N 08° 16' 49" E	7.20
L49	N 37° 47' 35" W	39.57
L50	N 02° 26' 29" E	81.97
L51	N 22° 07' 32" E	29.65
L52	N 00° 05' 03" E	75.32
L53	S 89° 54' 57" E	5.00
L54	N 00° 05' 03" E	86.65

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C5	2136.54	01° 58' 56"	73.92	
C6	2162.49	00° 31' 48"	20.00	S 04° 26' 28" W
C7	2136.54	02° 20' 56"	87.59	S 04° 57' 36" W
C8	2162.49	00° 17' 13"	10.83	S 07° 59' 34" W
C9	1025.00	01° 18' 15"	23.33	N 09° 35' 02" E
C10	2106.54	05° 12' 20"	191.38	N 07° 38' 48" E

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20



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

FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
PROJECT NAME	Parcel R2: 16" Potable water main easement	SCALE	1" = 100'
SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 5 OF 6	DRAWN BY:	JLG
COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20008R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURREY

ABBREVIATIONS

BRG BEARING
 CCR CERTIFIED CORNER
 RECORD
 CFTOD CENTRAL FLORIDA
 TOURISM OVERSIGHT
 DISTRICT
 DIST DISTANCE
 DOC# RECORDED INSTRUMENT
 NUMBER
 FAC FLORIDA ADMINISTRATIVE
 CODE
 LB LICENSES BUSINESS
 NT NON TANGENT
 O.R. OFFICIAL RECORDS
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF
 COMMENCEMENT
 PB PLAT BOOK
 PC POINT OF CURVATURE
 PID PARCEL IDENTIFICATION
 PRC POINT OF REVERSE
 CURVATURE
 PSM PROFESSIONAL
 SURVEYOR AND MAPPER
 PT POINT OF TANGENCY
 R/W RIGHT OF WAY
 RNG RANGE
 SEC SECTION
 TANG TANGENT
 TWN TOWNSHIP

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE, SOUTHEAST 1/4, SECTION 21 TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING N 89°59'21" W.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
- 6 NO TITLE COMMITMENT FURNISHED. EASEMENTS SHOWN HEREON ARE ONES KNOW TO THE SURVEYOR.




DocuSigned by:
 Jeff Green
 F97A464D3A7318E...

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

Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

 <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
	PROJECT NAME Parcel R2: 16" Potable water main easement	SCALE 1" = 100'
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 6 OF 6	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20008R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY
 PARCEL R5: 8" RECLAIM WATER MAIN EASEMENT


DESCRIPTION

A portion of Hartzog Road as described in Official Records Book 9782, Page 7172, Book 10170, Page 4303, Book 10173 Page 8868 and Book 10815, Page 4619 of the Public Records of Orange County, Florida and Section 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Begin at the North Quarter corner of said Section 28, run along the North line of the Northeast 1/4 of said Section 28, N 89°59'05" E, 125.94 feet to a point on the Easterly right of way line of said Hartzog Road; thence run along said right of way line, S 00°38'39" W, 39.70 feet; thence departing said right of way line run, S 89°46'18" W, 60.70 feet; thence S 44°56'25" W, 31.83 feet; thence S 00°16'05" E, 37.87 feet; thence S 40°16'42" W, 11.53 feet; thence S 01°31'51" W, 146.97 feet; thence S 85°18'05" E, 80.96 feet to a point on the Easterly right of way line of said Hartzog Road; thence run along said right of way line, S 06°18'32" W, 20.01 feet; thence departing said right of way line run, N 85°18'05" W, 80.40 feet; thence S 07°52'00" W, 86.92 feet; thence S 38°55'47" E, 17.33 feet; thence S 07°38'47" W, 108.53 feet; thence S 02°33'05" W, 36.21 feet; thence S 83°31'35" E, 70.72 feet to a point on the Easterly right of way line of said Hartzog Road, and a point on a non-tangent curve concave Easterly having a radius of 2004.50 feet, and a central angle of 00°34'18"; thence from a tangent bearing of S 05°38'38" W run Southerly along the arc of said curve and right of way line, 20.00 feet to a point of non-tangency; thence N 83°31'35" W, 70.07 feet; thence S 04°27'39" W, 73.76 feet; thence S 44°32'50" W, 16.54 feet; thence S 01°38'33" W, 146.63 feet; thence S 00°03'38" W, 88.10 feet; thence S 89°56'22" E, 83.46 feet to a point on the Easterly right of way line of said Hartzog Road; thence run along said right of way line, S 00°01'25" E, 20.00 feet departing said right of way line run; thence N 89°56'22" W, 83.49 feet; thence S 00°03'38" W, 122.66 feet; thence S 46°54'21" E, 16.45 feet; thence S 00°12'36" E, 166.14 feet; thence N 89°47'24" E, 71.13 feet to a point on the Easterly right of way line of said Hartzog Road; thence run along said right of way line, S 00°01'25" E, 20.00 feet; thence departing said right of way line run, S 89°47'24" W, 71.06 feet; thence S 00°12'36" E, 87.25 feet; thence S 43°55'11" W, 16.84 feet; thence S 00°14'25" W, 180.65 feet; thence S 89°45'35" E, 90.80 feet to a point on the Easterly right of way line of said Hartzog Road; thence run along said right of way line, S 00°01'25" E, 20.00 feet; thence departing said right of way line run, N 89°45'35" W, 90.89 feet; thence S 00°14'25" W, 213.04 feet; thence S 35°26'28" E, 17.06 feet to a point on a non-tangent curve concave Westerly having a radius of 1964.51 feet, and a central angle of 02°09'35"; thence from a tangent bearing of S 00°22'13" W run Southerly along the arc of said curve, 74.05 feet to a point on non-tangency; thence S 84°28'10" E, 71.48 feet to a point on the Easterly right of way line of said Hartzog Road, and a point on a non-tangent curve concave Westerly having a radius of 2162.49 feet, and a central angle of 00°31'48"; thence from a tangent bearing of S 03°58'08" W run Southerly along the arc of said curve and right of way line, 20.01 feet to a point of non-tangency; thence departing said right of way line on a non-radial bearing run, N 84°28'10" W, 70.98 feet to a point on a non-tangent curve concave Westerly having a radius of 1964.51 feet, and a central angle of 04°00'25"; thence from a tangent bearing of S 03°06'51" W run Southerly along the arc of said curve, 137.39 feet; thence S 12°29'24" W, 93.86 feet; thence S 05°28'02" W, 61.62 feet; thence S 82°58'16" E, 61.91 feet to a point on the Easterly right of way line of said Hartzog Road; thence run along said right of way line, S 08°16'47" W, 20.00 feet; thence departing said right of way line run, N 82°58'16" W, 60.93 feet; thence S 05°28'02" W, 18.35 feet; thence S 43°40'50" W, 19.61 feet; thence N 81°40'55" W, 73.14 feet to a point on the Westerly right of way line of aforesaid Hartzog Road, and a point on a non-tangent curve concave Westerly having a radius of 1025.00 feet, and a central angle of 00°19'02"; thence from a tangent bearing of N 08°35'50" E run Northerly along the arc of said curve and right of way line, 5.68 feet to a point non-tangency; thence continue along said right of way line the following courses; S 81°43'13" E, 5.50 feet; N 08°16'47" E, 14.32 feet; thence departing said right of way line run, S 81°40'55" E, 57.31 feet; thence N 43°40'50" E, 2.35 feet; thence N 05°28'02" E, 94.28 feet; thence N 12°29'24" E, 85.45 feet; thence N 81°03'23" W, 60.32 feet to a point on the Westerly right of way line of said Hartzog Road; thence run along said right of way line the following two course; N 08°16'47" E, 5.39 feet to a point of curvature of a curve concave Westerly having a radius of 2013.49 feet, and a central angle of 00°24'56"; thence run Northerly along the arc of said curve, 14.61 feet to a point non-tangency; thence S 81°03'23" E, 60.74 feet to a point on a non-tangent curve concave Westerly having a radius of 1944.51 feet, and a central angle of 06°11'57"; thence from a tangent bearing of N 06°45'34" E run Northerly along the arc of said curve, 210.39 feet to a point of non-tangency; thence N 35°26'28" W, 17.02 feet; thence N 00°14'25" E, 428.15 feet; thence N 43°55'11" E, 16.75 feet; thence N 00°12'36" W, 256.64 feet; thence N 46°54'21" W, 16.50 feet; thence N 00°03'38" E, 239.73 feet; thence N 01°38'33" E, 154.77 feet; thence N 44°32'50" E, 17.10 feet; thence N 04°27'39" E, 76.14 feet; thence N 02°33'05" E, 46.79 feet; thence N 07°38'47" E, 100.81 feet; thence N 38°55'47" W, 17.38 feet; thence N 07°52'00" E, 104.48 feet; thence N 01°31'51" E, 162.91 feet; thence N 40°16'42" E, 10.64 feet; thence S 85°59'06" W, 52.75 feet to a point on the Westerly right of way line of said Hartzog Road; thence run along said right of way line, N 00°17'54" E, 20.06 feet; thence departing said right of way line run, N 85°59'05" E, 52.90 feet; thence N 00°16'05" W, 19.15 feet; thence N 44°56'25" E, 48.41 feet; thence N 89°46'18" E, 19.07 feet; thence N 45°13'14" W, 26.28 feet; thence S 83°59'30" W, 87.42 feet to a point of the Westerly right of way line of Hartzog Road; thence run along said right of way line, N 00°17'54" E, 10.51 feet; thence departing said right of way line run along the North line of the Northwest 1/4 of said Section 28, S 89°59'21" E, 30.00 feet to the Point of Beginning. Containing 1.388 Acres, more or less.

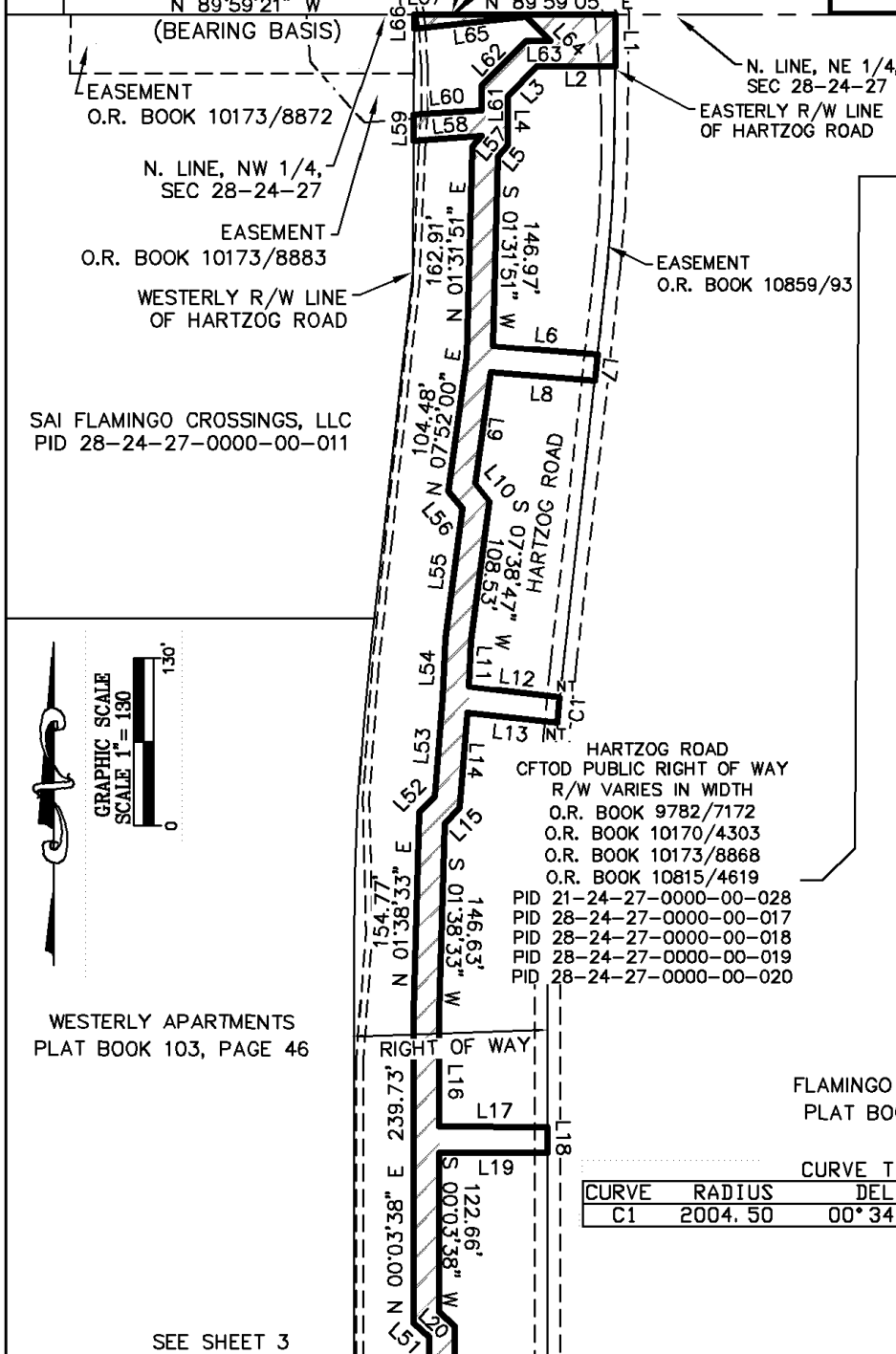
REVISED
 12/01/23 05/10/23
 11/15/23 04/29/20
 09/12/23 03/24/20
 08/16/23

SEE SHEET 4 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

 <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
	PROJECT NAME Parcel R5: 8" Reclaim water main easement	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 4	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20009R2

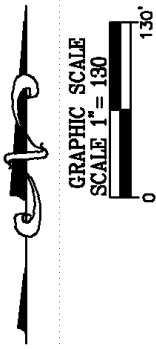
PROJECT NAME: FLAMINGO CROSSINGS LLC,
 CFTOD, SPEEDWAY Non-Exclusive Utility
 Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

NORTH QUARTER CORNER,
 SEC 28, TWN 24 S, RNG 27 E
 CCR #103939
P.O.B.
 PARCEL R5
 1.388 ACRES±



TANGENT TABLE		
LINE#	BEARING	DIST.
L1	S 00°38'39" W	39.70
L2	S 89°46'18" W	60.70
L3	S 44°56'25" W	31.83
L4	S 00°16'05" E	37.87
L5	S 40°16'42" W	11.53
L6	S 85°18'05" E	80.96
L7	S 06°18'32" W	20.01
L8	N 85°18'05" W	80.40
L9	S 07°52'00" W	86.92
L10	S 38°55'47" E	17.33
L11	S 02°33'05" W	36.21
L12	S 83°31'35" E	70.72
L13	N 83°31'35" W	70.07
L14	S 04°27'39" W	73.76
L15	S 44°32'50" W	16.54
L16	S 00°03'38" W	88.10
L17	S 89°56'22" E	83.46
L18	S 00°01'25" E	20.00
L19	N 89°56'22" W	83.49
L20	S 46°54'21" E	16.45
L51	N 46°54'21" W	16.50
L52	N 44°32'50" E	17.10
L53	N 04°27'39" E	76.14
L54	N 02°33'05" E	46.79
L55	N 07°38'47" E	100.81
L56	N 38°55'47" W	17.38
L57	N 40°16'42" E	10.64
L58	S 85°59'06" W	52.75
L59	N 00°17'54" E	20.06
L60	N 85°59'05" E	52.90
L61	N 00°16'05" W	19.15
L62	N 44°56'25" E	48.41
L63	N 89°46'18" E	19.07
L64	N 45°13'14" W	26.28
L65	S 83°59'30" W	87.42
L66	N 00°17'54" E	10.51
L67	S 89°59'21" E	30.00

HARTZOG ROAD
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9782/7172
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8868
 O.R. BOOK 10815/4619
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 PID 28-24-27-0000-00-018
 PID 28-24-27-0000-00-019
 PID 28-24-27-0000-00-020



WESTERLY APARTMENTS
 PLAT BOOK 103, PAGE 46

FLAMINGO CROSSINGS EAST
 PLAT BOOK 97, PAGE 94

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	2004.50	00°34'18"	20.00	S 05°38'38" W

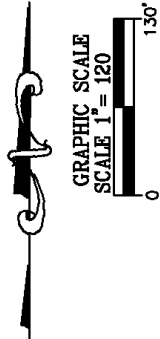
SEE SHEET 3

REVISED
 12/01/23 05/10/23
 11/15/23 04/29/20
 09/12/23 03/24/20
 08/16/23

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

FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
PROJECT NAME Parcel R5: 8" Reclaim water main easement	SCALE 1" = 130'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 2 OF 4	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20009R2

PROJECT NAME: FLAMINGO CROSSINGS LLC,
 CFTOD, SPEEDWAY Non-Exclusive Utility
 Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



EASEMENT
 DOC# 20200216591

TANGENT TABLE

LINE#	BEARING	DIST.
L21	N 89° 47' 24" E	71.13
L22	S 00° 01' 25" E	20.00
L23	S 89° 47' 24" W	71.06
L24	S 00° 12' 36" E	87.25
L25	S 43° 55' 11" W	16.84
L26	S 89° 45' 35" E	90.80
L27	S 00° 01' 25" E	20.00
L28	N 89° 45' 35" W	90.89
L29	S 35° 26' 28" E	17.06
L30	S 84° 28' 10" E	71.48
L31	N 84° 28' 10" W	70.98
L32	S 12° 29' 24" W	93.86
L33	S 05° 28' 02" W	61.62
L34	S 82° 58' 16" E	61.91
L35	S 08° 16' 47" W	20.00
L36	N 82° 58' 16" W	60.93
L37	S 05° 28' 02" W	18.35
L38	S 43° 40' 50" W	19.61
L39	N 81° 40' 55" W	73.14
L40	S 81° 43' 13" E	5.50
L41	N 08° 16' 47" E	14.32
L42	S 81° 40' 55" E	57.31
L43	N 43° 40' 50" E	2.35
L44	N 05° 28' 02" E	94.28
L45	N 12° 29' 24" E	85.45
L46	N 81° 03' 23" W	60.32
L47	N 08° 16' 47" E	5.39
L48	S 81° 03' 23" E	60.74
L49	N 35° 26' 28" W	17.02
L50	N 43° 55' 11" E	16.75

WESTERLY APARTMENTS
 PLAT BOOK 103, PAGE 46

WESTERLY R/W LINE
 OF HARTZOG ROAD

EASEMENT 10265/1616
 SUBORDINATION 10265/1620

EASEMENT
 DOC# 20220608507

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C2	1964.51	02° 09' 35"	74.05	S 00° 22' 13" W
C3	2162.49	00° 31' 48"	20.01	S 03° 58' 08" W
C4	1964.51	04° 00' 25"	137.39	S 03° 06' 51" W
C5	1025.00	00° 19' 02"	5.68	N 08° 35' 50" E
C6	2013.49	00° 24' 56"	14.61	
C7	1944.51	06° 11' 57"	210.39	N 06° 45' 34" E

EASEMENT
 DOC# 20200471834

FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4901
 PID 28-24-27-2500-01-000

EASEMENT
 DOC# 20150013093

EASEMENT
 DOC# 20210637471

EASTERLY R/W LINE
 OF HARTZOG ROAD

REVISED
 12/01/23 05/10/23
 11/15/23 04/29/20
 08/12/23 03/24/20
 08/16/23

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

FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
PROJECT NAME Parcel R5: 8" Reclaim water main easement	SCALE 1" = 130'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 3 OF 4	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20009R2

PROJECT NAME:FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE, SOUTHEAST 1/4, SECTION 21 TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING N 89°59'21" W.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. NO TITLE COMMITMENT FURNISHED. EASEMENTS SHOWN HEREON ARE ONES KNOWN TO THE SURVEYOR.

ABBREVIATIONS

BRG	BEARING
CCR	CERTIFIED CORNER RECORD
CFTOD	CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
DIST	DISTANCE
DOC#	RECORDED INSTRUMENT NUMBER
FAC	FLORIDA ADMINISTRATIVE CODE
LB	LICENSES BUSINESS
NT	NON TANGENT
O.R.	OFFICIAL RECORDS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PID	PARCEL IDENTIFICATION
PRC	POINT OF REVERSE CURVATURE
PSM	PROFESSIONAL SURVEYOR AND MAPPER
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
RNG	RANGE
SEC	SECTION
TANG	TANGENT
TWN	TOWNSHIP

DS




DocuSigned by:
Jeff Green
 F97A464D3A7549E...

12/4/2023

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

Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED
 12/01/23 05/10/23
 11/15/23 04/29/20
 09/12/23 03/24/20
 08/16/23

 <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
	PROJECT NAME Parcel R5: 8" Reclaim water main easement	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 4 OF 4	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20009R2

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

DESCRIPTION


PARCEL R6:12" SANITARY SEWER FORCE MAIN/20 "RECLAIM WATER MAIN EASEMENT

A portion of Western Way as recorded in Official Records Book 9657, Page 2398, Book 9836, Page 4845 and Document No. 20190189218 of the Public Records of Orange County, Florida, and Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

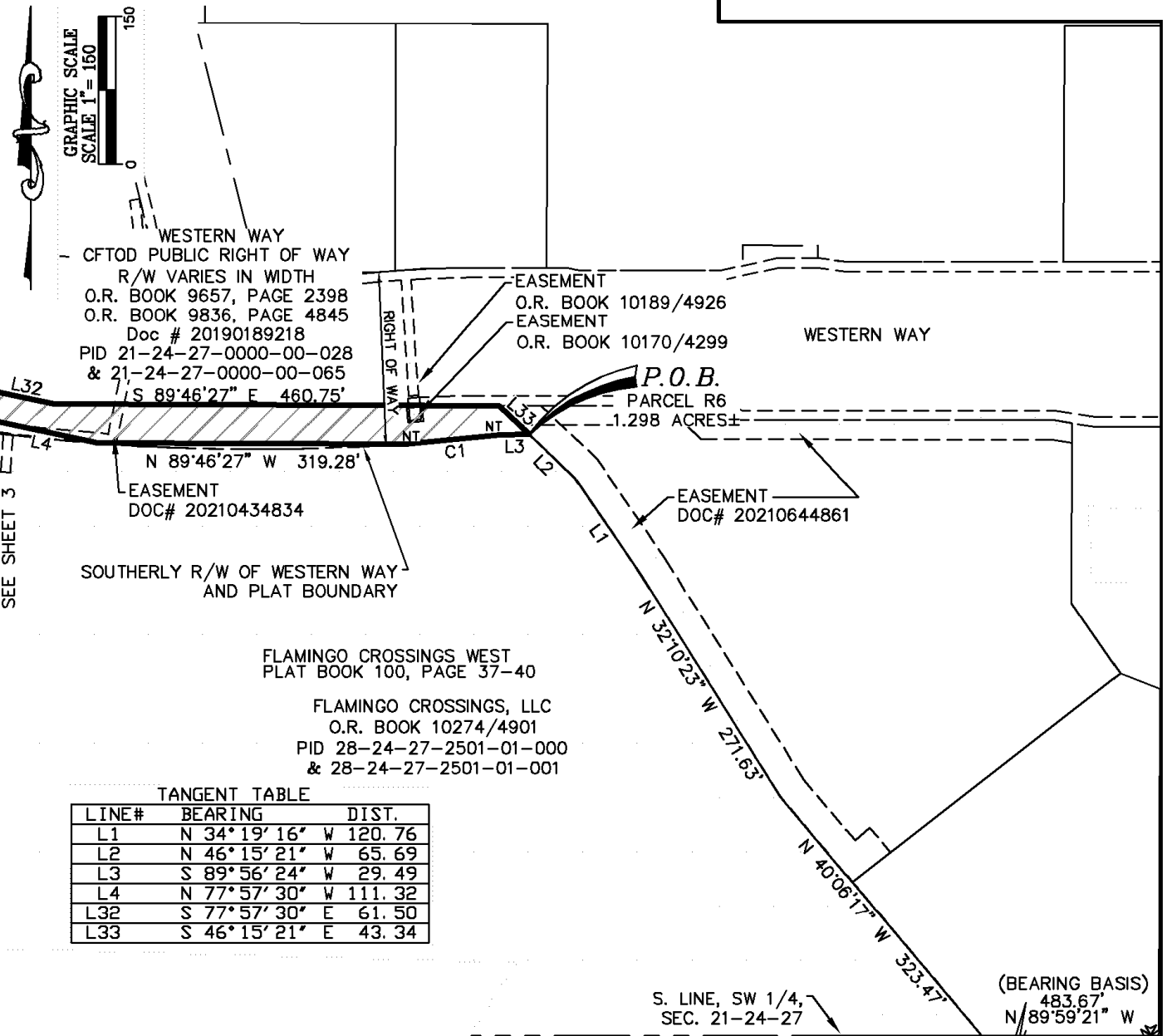
Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°59'21" W, 483.67 feet to a point on the boundary of Flamingo Crossings West, as recorded in Plat Book 100, Pages 37-40 of the Public Records of Orange County, Florida; thence run along said Plat boundary the following courses; N 40°06'17" W, 323.47 feet; N 32°10'23" W, 271.63 feet; N 34°19'16" W, 120.76 feet; N 46°15'21" W, 65.69 feet to a point on the Southerly right of way of said Western Way and the Point of Beginning; thence run along said right of way and Plat boundary the following two courses; S 89°56'24" W, 29.49 feet to a point on a non-tangent curve concave Northerly having a radius of 2127.32 feet, and a central angle of 02°40'21"; from a tangent bearing of S 83°05'52" W run Westerly along the arc of said curve, 99.22 feet to a point of non-tangency; thence departing said right of way and Plat boundary run, N 89°46'27" W, 319.28 feet; thence N 77°57'30" W, 111.32 feet; thence N 86°02'58" W, 39.57 feet; thence N 78°47'30" W, 200.14 feet; thence N 57°49'47" W, 35.98 feet; thence N 78°47'30" W, 67.66 feet; thence N 65°57'30" W, 48.89 feet; thence N 75°57'30" W, 93.82 feet; thence N 65°57'30" W, 69.06 feet; thence N 75°57'30" W, 33.52 feet; thence N 64°32'30" W, 123.28 feet; thence N 74°32'30" W, 28.94 feet; thence N 64°32'30" W, 131.26 feet; thence N 75°57'30" W, 17.40 feet; thence N 64°32'30" W, 109.52 feet; thence N 74°32'30" W, 18.78 feet; thence N 64°32'30" W, 191.94 feet; thence run along the West line of the Southwest 1/4 of said Section 21, N 00°46'27" E, 33.02 feet; thence S 64°32'30" E, 203.11 feet; thence S 74°32'30" E, 18.78 feet; thence S 64°32'30" E, 109.14 feet; thence S 75°57'30" E, 17.40 feet; thence S 64°32'30" E, 131.64 feet; thence S 74°32'30" E, 28.94 feet; thence S 64°32'30" E, 122.91 feet; thence S 75°57'30" E, 33.15 feet; thence S 65°57'30" E, 69.06 feet; thence S 75°57'30" E, 93.82 feet; thence S 65°57'30" E, 48.14 feet; thence S 78°47'30" E, 69.83 feet; thence S 57°49'47" E, 35.98 feet; thence S 78°47'30" E, 192.69 feet; thence S 86°02'58" E, 39.79 feet; thence S 77°57'30" E, 61.50 feet; thence S 89°46'27" E, 460.75 feet to a point on the aforesaid right of way line; thence run along right of way, S 46°15'21" E, 43.34 feet to the Point of Beginning. Containing 1.298 Acres, more or less.

REVISED
 11/15/23
 08/18/23
 05/10/23
 04/29/20
 03/24/20

SEE SHEET 4 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

 <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
	PROJECT NAME Parcel R6:12"Sanitary sewer force main/20"Reclaim water main easement	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 4	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20012R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



WESTERN WAY
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9657, PAGE 2398
 O.R. BOOK 9836, PAGE 4845
 Doc # 20190189218
 PID 21-24-27-0000-00-028
 & 21-24-27-0000-00-065
 S 89°46'27" E 460.75'

EASEMENT
 O.R. BOOK 10189/4926
 EASEMENT
 O.R. BOOK 10170/4299

EASEMENT
 DOC# 20210434834

EASEMENT
 DOC# 20210644861

SOUTHERLY R/W OF WESTERN WAY
 AND PLAT BOUNDARY

FLAMINGO CROSSINGS WEST
 PLAT BOOK 100, PAGE 37-40

FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4901
 PID 28-24-27-2501-01-000
 & 28-24-27-2501-01-001

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 34°19'16" W	120.76
L2	N 46°15'21" W	65.69
L3	S 89°56'24" W	29.49
L4	N 77°57'30" W	111.32
L32	S 77°57'30" E	61.50
L33	S 46°15'21" E	43.34

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	2127.32	02°40'21"	99.22	S 83°05'52" W

S. LINE, SW 1/4,
 SEC. 21-24-27

(BEARING BASIS)
 483.67'
 N 89°59'21" W

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

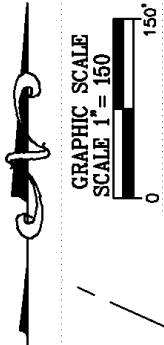
REVISED
 11/15/23
 09/16/23
 05/10/23
 04/29/20
 03/24/20



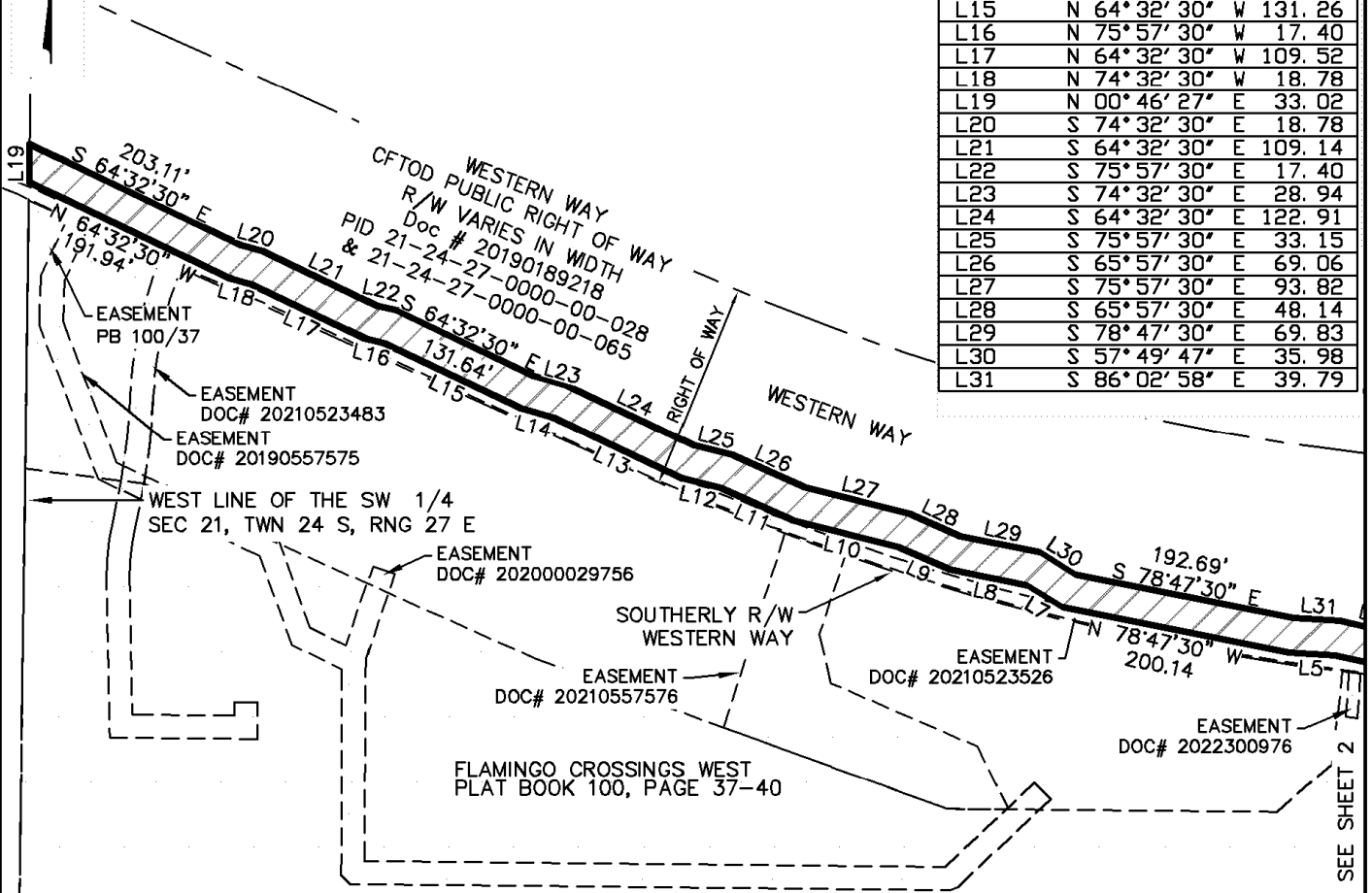
P.O.B. 10000
 LAKE BUENA VISTA
 FL. 32830-1000
 PHONE 407-824-5855

FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
PROJECT NAME Parcel R6:12"Sanitary sewer force main/20"Reclaim water main easement	SCALE 1" = 150'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 2 OF 4	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20012R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



LINE#	BEARING	DIST.
L5	N 86°02'58" W	39.57
L7	N 57°49'47" W	35.98
L8	N 78°47'30" W	67.66
L9	N 65°57'30" W	48.89
L10	N 75°57'30" W	93.82
L11	N 65°57'30" W	69.06
L12	N 75°57'30" W	33.52
L13	N 64°32'30" W	123.28
L14	N 74°32'30" W	28.94
L15	N 64°32'30" W	131.26
L16	N 75°57'30" W	17.40
L17	N 64°32'30" W	109.52
L18	N 74°32'30" W	18.78
L19	N 00°46'27" E	33.02
L20	S 74°32'30" E	18.78
L21	S 64°32'30" E	109.14
L22	S 75°57'30" E	17.40
L23	S 74°32'30" E	28.94
L24	S 64°32'30" E	122.91
L25	S 75°57'30" E	33.15
L26	S 65°57'30" E	69.06
L27	S 75°57'30" E	93.82
L28	S 65°57'30" E	48.14
L29	S 78°47'30" E	69.83
L30	S 57°49'47" E	35.98
L31	S 86°02'58" E	39.79



REVISED
 11/15/23
 09/12/23
 06/18/23
 05/10/23
 04/29/23
 03/24/20

	FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
	PROJECT NAME Parcel R6:12*Sanitary sewer force main/20*Reclaim water main easement	SCALE 1" = 150'
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 3 OF 4	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20012R1
P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855		

PROJECT NAME:FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE, SOUTHEAST 1/4, SECTION 21 TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING N 89°59'21" W.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
- 6 NO TITLE COMMITMENT FURNISHED. EASEMENTS SHOWN HEREON ARE ONES KNOW TO THE SURVEYOR.

ABBREVIATIONS

BRG BEARING
 CCR CERTIFIED CORNER RECORD
 CFTOD CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
 DIST DISTANCE
 DOC# RECORDED INSTRUMENT NUMBER
 FAC FLORIDA ADMINISTRATIVE CODE
 LB LICENSES BUSINESS
 NT NON TANGENT
 O.R. OFFICIAL RECORDS
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 PB PLAT BOOK
 PC POINT OF CURVATURE
 PID PARCEL IDENTIFICATION
 PRC POINT OF REVERSE CURVATURE
 PSM PROFESSIONAL SURVEYOR AND MAPPER
 PT POINT OF TANGENCY
 R/W RIGHT OF WAY
 RNG RANGE
 SEC SECTION
 TANG TANGENT
 TWN TOWNSHIP

DS



DocuSigned by:


Jeff Green

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

Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED
 11/15/23
 08/12/23
 08/16/23
 05/10/23
 04/28/20
 03/24/20

 <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
	PROJECT NAME Parcel R6:12"Sanitary sewer force main/20"Reclaim water main easement	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 4 OF 4	DRAWN BY: JLG
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20012R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

DESCRIPTION


PARCEL R7: 24" POTABLE WATER MAIN EASEMENT

A portion of Western Way right of way as recorded in Official Records Book 9657, Page 2398, Book 9836, Page 4845 and Document No. 20190189218 of the Public Records of Orange County, Florida and Section 21, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

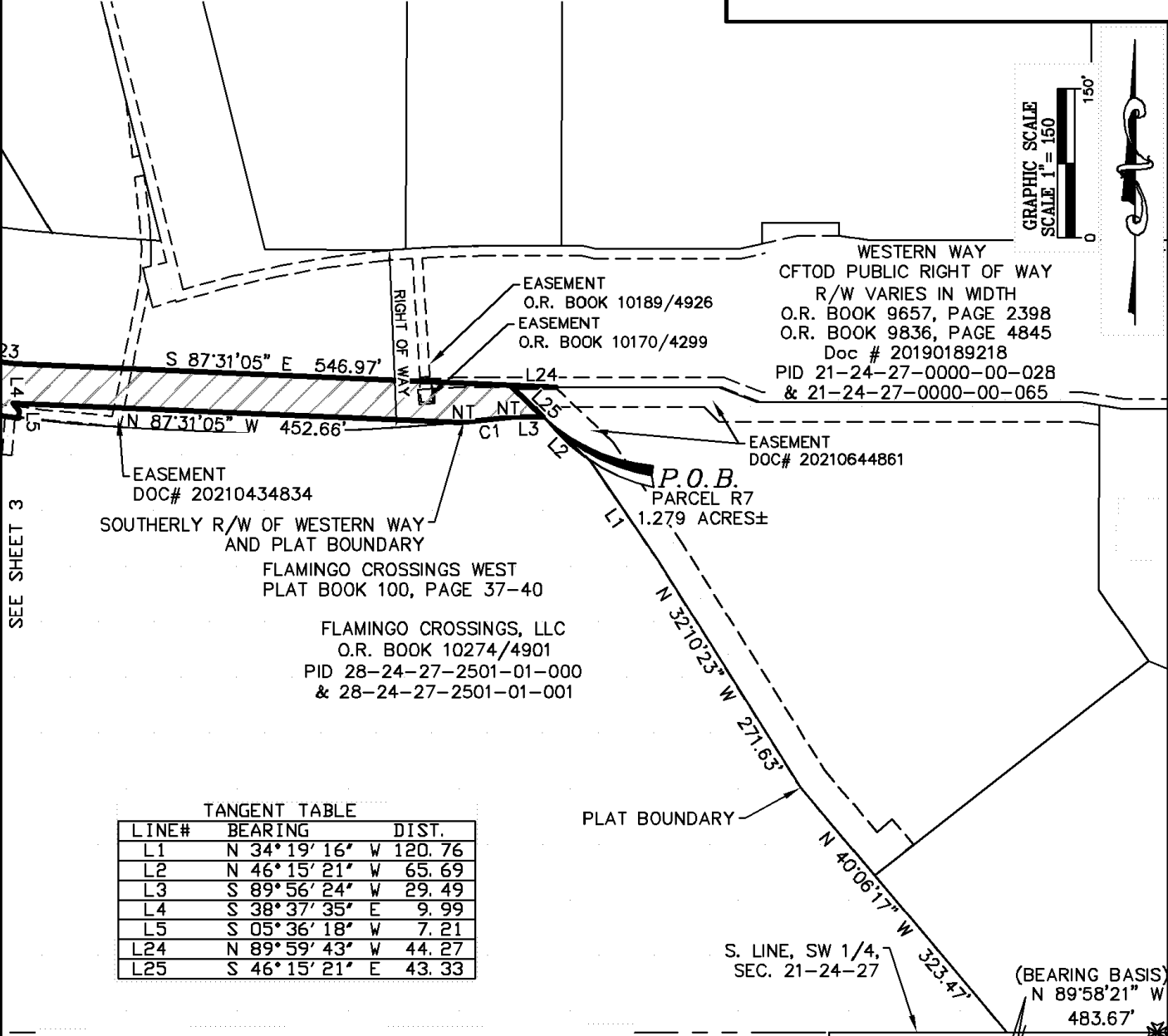
Commence at the South Quarter corner of said Section 21, run along the South line of the Southwest 1/4 of said Section 21, N 89°58'21" W, 483.67 feet to a point on the boundary of the Flamingo Crossings West, recorded in Plat Book 100, Pages 37-40 of the Public Records of Orange County, Florida; thence run along said Plat boundary the following courses; N 40°06'17" W, 323.47 feet; N 32°10'23" W, 271.63 feet; N 34°19'16" W, 120.76 feet; N 46°15'21" W, 65.69 feet to a point on the Southerly right of way of said Western Way and Point of Beginning; thence run along said right of way and Plat boundary the following two courses S 89°56'24" W, 29.49 feet to a point on a non-tangent curve concave Northerly having a radius of 2127.32 feet, and a central angle of 01°28'06"; thence from a tangent bearing of S 83°05'52" W run Westerly along the arc of said curve, 54.52 feet to a point of non-tangency; thence N 87°31'05" W, 452.66 feet; thence S 38°37'35" E, 9.99 feet; thence S 05°36'18" W, 7.21 feet to a point on a non-tangent curve concave Northerly having a radius of 2127.32 feet, and a central angle of 00°34'32"; thence from a tangent bearing of N 83°22'48" W run Westerly along the arc of said curve, 21.37 feet to a point of non-tangency; thence N 38°37'35" W, 17.35 feet; thence N 87°31'05" W, 41.09 feet; thence N 01°35'26" W, 160.12 feet; thence N 89°35'26" W, 41.51 feet; thence N 78°20'26" W, 96.73 feet; thence N 75°50'26" W, 61.98 feet; thence N 73°20'26" W, 107.91 feet; thence N 70°50'26" W, 65.28 feet; thence N 68°20'26" W, 165.69 feet; thence N 65°50'26" W, 389.69 feet; thence S 24°28'37" W, 154.16 feet; thence run along the Southerly right of way line of aforesaid Western Way, N 65°54'15" W, 20.00 feet; thence departing said right of way line run, N 24°28'37" E, 154.18 feet; thence N 65°50'26" W, 104.12 feet; thence S 26°20'37" W, 154.41 feet; thence run along the Southerly right of way line of aforesaid Western Way, N 65°54'15" W, 20.02 feet; thence departing said right of way line run, N 26°20'37" E, 154.43 feet; thence N 65°50'26" W, 79.69 feet; thence run along the West line of the Southwest 1/4 of said Section 21, N 00°46'27" E, 21.79 feet; thence S 65°50'26" E, 621.72 feet; thence S 68°20'26" E, 164.81 feet; thence S 70°50'26" E, 64.41 feet; thence S 73°20'26" E, 107.04 feet; thence S 75°50'26" E, 61.11 feet; thence S 78°20'26" E, 94.32 feet; thence S 89°35'26" E, 58.86 feet; thence S 01°35'31" E, 137.36 feet; thence S 83°44'13" E, 51.48 feet; thence S 87°31'05" E, 546.97 feet; thence run along the Southerly right of way line of aforesaid Western Way the following two courses; N 89°59'43" W, 44.27 feet; S 46°15'21" E, 43.33 feet to the Point of Beginning. Containing 1.279 Acres, more or less.

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

SEE SHEET 4 FOR GENERAL NOTE, ABBREVIATIONS, SIGNATURE AND SEAL

 <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
	PROJECT NAME	Parcel R7: 24" Potable water main easement	SCALE	
	SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 1 OF 4	DRAWN BY:	JLG
	COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20013R1

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 34° 19' 16" W	120.76
L2	N 46° 15' 21" W	65.69
L3	S 89° 56' 24" W	29.49
L4	S 38° 37' 35" E	9.99
L5	S 05° 36' 18" W	7.21
L24	N 89° 59' 43" W	44.27
L25	S 46° 15' 21" E	43.33

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	2127.32	01° 28' 06"	54.52	S 83° 05' 52" W

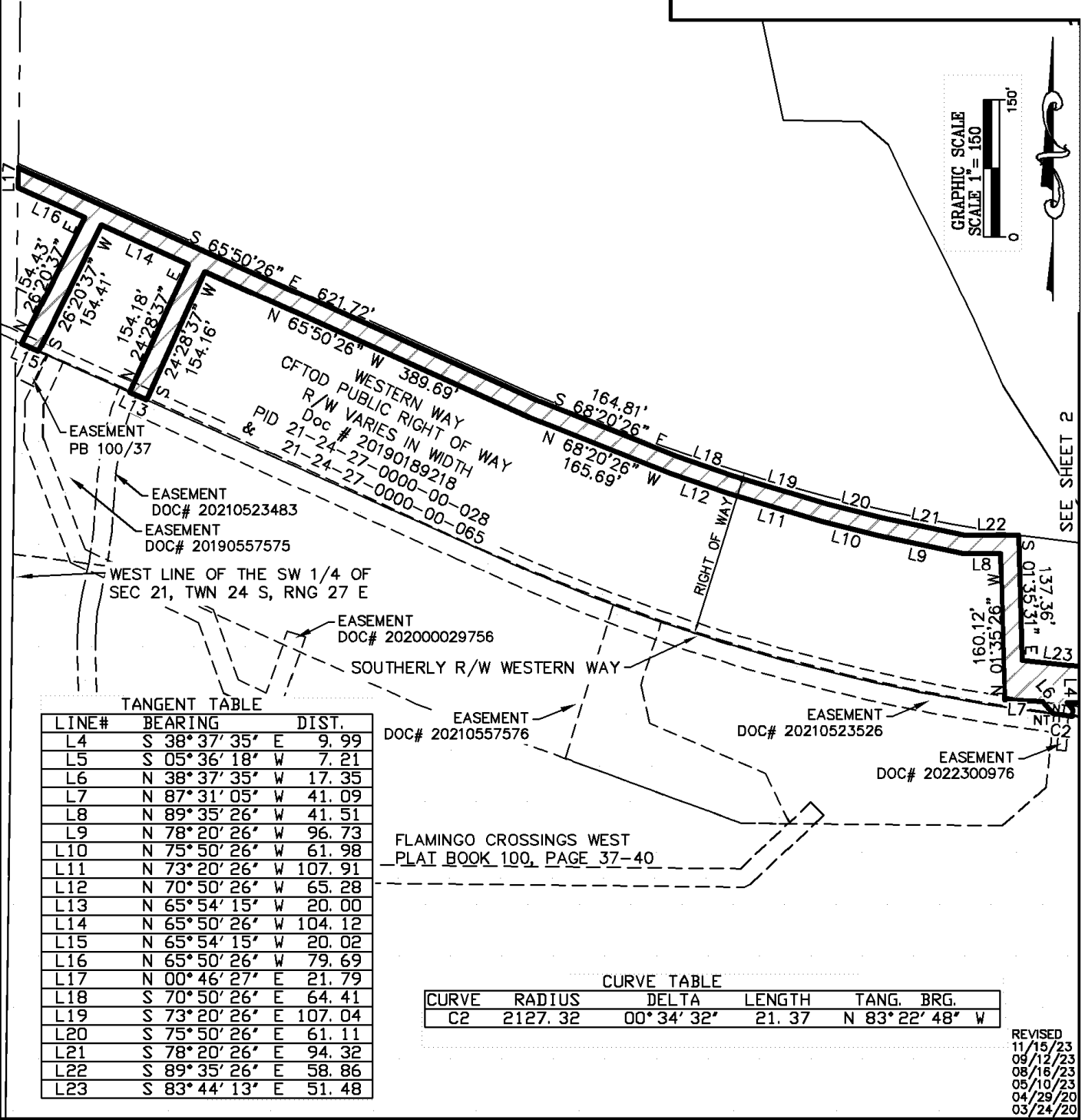
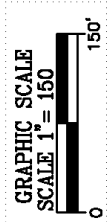
(BEARING BASIS)
 N 89° 58' 21" W
 483.67'

P.O.C.
 SOUTH QUARTER CORNER,
 SEC 21, TWN 24 S, RNG 27 E
 CCR #103939
 REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

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

FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
PROJECT NAME Parcel R7: 24" Potable water main easement	SCALE 1" = 150'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 2 OF 4	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20013R1

PROJECT NAME:FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY



RCES
 RURAL COMMUNITY ENERGY SERVICES

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

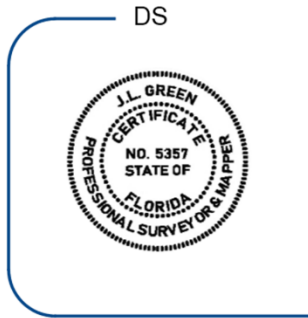
FILING AREA FLAMINGO CROSSINGS	DATE: 2/13/2020
PROJECT NAME Parcel R7: 24" Potable water main easement	SCALE 1" = 150'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 3 OF 4	DRAWN BY: JLG
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME: 10JG20013R1

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

PROJECT NAME:FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 PERMIT NUMBER: File #98030
 SKETCH OF DESCRIPTION
 THIS IS NOT A SURVEY

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE, SOUTHEAST 1/4, SECTION 21 TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING N 89°59'21" W.
2. THIS SKETCH IS NOT A SURVEY.
3. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. NO TITLE COMMITMENT FURNISHED. EASEMENTS SHOWN HEREON ARE ONES KNOWN TO THE SURVEYOR.



DocuSigned by:
Jeff Green
 F97A464D3A7549E...


ABBREVIATIONS

- BRG BEARING
- CCR CERTIFIED CORNER RECORD
- CFTOD CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
- DIST DISTANCE
- DOC# RECORDED INSTRUMENT NUMBER
- FAC FLORIDA ADMINISTRATIVE CODE
- LB LICENSES BUSINESS
- NT NON TANGENT
- O.R. OFFICIAL RECORDS
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PB PLAT BOOK
- PC POINT OF CURVATURE
- PID PARCEL IDENTIFICATION
- PRC POINT OF REVERSE CURVATURE
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- RNG RANGE
- SEC SECTION
- TANG TANGENT
- TWN TOWNSHIP

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

Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED
 11/15/23
 09/12/23
 08/16/23
 05/10/23
 04/29/20
 03/24/20

	FILING AREA	FLAMINGO CROSSINGS	DATE:	2/13/2020
	PROJECT NAME	Parcel R7: 24" Potable water main easement	SCALE	
	SURVEY TYPE	SKETCH OF DESCRIPTION SHEET 4 OF 4	DRAWN BY:	JLG
	COMMENTS	FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	FILENAME:	10JG20013R1
P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855				

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 O.C. PERMIT #: #98030,

SKETCH OF DESCRIPTION
 "THIS IS NOT A BOUNDARY SURVEY" DESCRIPTION

12" RECLAIM WATER MAIN EASEMENT

A portion of Lot 1, Flamingo Crossings East, according to the Plat thereof, as recorded in Plat Book 97, Page 94 of the Public Records of Orange County, Florida and Sections 21 and 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the South Quarter corner of said Section 21, run along the South line of the Southeast 1/4 of said Section 21, N 89°59'05" E, 125.94 feet, to a point on the Easterly right of way line of Hartzog Road as described in Official Records Book 9657, Page 2398, Book 9782, Page 7172, Book 9836, Page 4845, Book 9782, Page 7172, Book 10170, Page 4303, Book 10173, Page 8868 and Book 10815, Page 4619 and as shown on Flamingo Crossings East, according to the Plat thereof, as recorded in Plat Book 97, Page 94 of the Public Records of Orange County Florida, and the Point of Beginning; also being a point on a non-tangent curve concave Westerly having a radius of 1010.00 feet, and a central angle of 02°53'33"; thence from a tangent bearing of N 03°30'34" W run Northerly along the arc of said curve run along said right of way line, 50.99 feet; thence leaving said right of way line on a radial bearing run, N 83°35'53" E, 34.33 feet; thence S 03°34'59" E, 78.28 feet; thence S 41°20'07" W, 22.08 feet; thence S 89°43'29" W, 20.47 feet to a point on the aforesaid right of way line; thence run along said right of way line, N 00°38'29" E, 40.19 feet to the Point of Beginning. Containing 3027 square feet, more or less.

The parcel is subject to the following encumbrances not shown on the sketch of description.

- Restrictive Covenant recorded in Book 10275, Page 7120 and amended in Instrument No. 20180708685 and Instrument No. 20190557573.
- Restrictive Agreement recorded in Book 10275, Page 7460.
- Interlocal Agreement recorded in Instrument No. 20180102977.
- School Mitigation Agreement recorded in Instrument No. 20180123626 and amended in Instrument No. 20180461626 and Assigned in Instrument No. 20180708688
- School Impact Fee Agreement recorded in Instrument No. 20180595721 and Assigned in Instrument No. 20180708689.
- Transportation Impact Fee recorded in Instrument No. 20180595757 and Assigned in Instrument No. 20180708690.
- Matter shown on the Plat of Flamingo Crossings East recorded in Plat Book 97, Pages 94 and 95.
- Restrictions recited in Memorandum of Lease recorded in Instrument No. 20190541032
- Interlocal Agreement recorded in Instrument No. 20200162982.



DocuSigned by:
Jeff Green
 F97A464D3A7549E...
 2/20/2024

This document has been electronically signed using a digital signature in compliance with F.A.C. 5J-17.602(3). Printed copies of this document are not considered signed and the e-signature must be verified on any electronic copies. The seal appearing on this document was authorized by Jeff L. Green P.S.M. 5357 on Reedy Creek Energy Services, LB 7714 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED: 2/19/23
 REVISED: 8/28/23
 REVISED: 8/16/2023
 REVISED: 5/9/2023

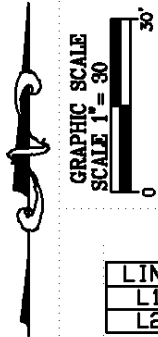
NOT VALID WITHOUT SHEET 2

	FILING AREA FLAMINGO CROSSINGS	DATE: 7/20/2020
	PROJECT NAME Parcel: F7, 12" Reclaim water main easement	SCALE
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 2	DRAWN BY: JLG
	COMMENTS FEE OWNER: FLAMINGO CROSSINGS, LLC	FILENAME: 10JG20044R1

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

PROJECT NAME: FLAMINGO CROSSINGS LLC, CFTOD,
 SPEEDWAY Non-Exclusive Utility Easement
 O.C. PERMIT #: #98030,

SKETCH OF DESCRIPTION
 "THIS IS NOT A BOUNDARY SURVEY"



HARTZOG ROAD
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9657/2398
 O.R. BOOK 9782/7172
 O.R. BOOK 9836/4845
 PID 21-24-27-0000-00-28

TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 41°20'07" W	22.08
L2	S 89°43'29" W	20.47

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	1010.00	02°53'33"	50.99	N 03°30'34" W

FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4901
 PID 21-24-27-0000-00-005

CFTOD GATE VALVE
 OCU-CFTOD CONNECTION
 POINT IS ON THE SOUTH
 SIDE OF VALVE

N. LINE OF PLAT
 FLAMINGO CROSSINGS EAST
 PLAT BOOK 97, PAGE 94

FLAMINGO CROSSINGS, LLC
 O.R. BOOK 10274/4901
 PID 28-24-27-2500-01-001

OCU GATE VALVE
 OCU-ACC OP DCP, LLC.
 CONNECTION POINT IS ON
 SOUTH SIDE OF VALVE

ACC OP DCP, LLC.
 RECLAIM EASEMENT
 DOC. 20220476926

- ABBREVIATIONS
 CCR=CERTIFIED CORNER RECORD
 CFTOD=CENTRAL FLORIDA OVERSIGHT
 TOURISM DISTRICT
 DOC=DOCUMENT
 OCU=ORANGE COUNTY UTILITIES
 O.R.=OFFICIAL RECORDS
 PID=PARCEL IDENTIFICATION NUMBER
 PGS=PEOPLES GAS SYSTEM
 RNG=RANGE
 R/W=RIGHT OF WAY
 SEC=SECTION
 TWN=TOWNSHIP
 POB=POINT OF BEGINNING POC=POINT OF
 COMMENCEMENT
 POT=POINT OF TERMINATION

REVISED: 2/19/24
 REVISED: 8/28/23
 REVISED: 8/16/2023
 REVISED: 5/9/2023

P.O.C.
 SOUTH QUARTER CORNER,
 SEC 21, TWN 24 S, RNG 27 E
 CCR #103939
 S. line, SE 1/4, Sec. 21-24-27
 N. line, NE 1/4, Sec. 28-24-27

P.O.B.
 3027 square feet±

HARTZOG ROAD
 CFTOD PUBLIC RIGHT OF WAY
 R/W VARIES IN WIDTH
 O.R. BOOK 9782/7172
 O.R. BOOK 10170/4303
 O.R. BOOK 10173/8868
 O.R. BOOK 10815/4619
 PID 21-24-27-0000-00-028
 PID 28-24-27-0000-00-017
 PID 28-24-27-0000-00-018
 PID 28-24-27-0000-00-019
 PID 28-24-27-0000-00-020

DUKE ENERGY EASEMENT
 O.R. BOOK 10859/93

PGS UTILITY EASEMENT
 O.R. BOOK 10931/6045

BEARINGS ARE BASED ON THE
 S. LINE, SE 1/4, SEC. 21-24S-27E
 AS BEING N 89°59'05" E

NOT VALID WITHOUT SHEET 1



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

FILING AREA FLAMINGO CROSSINGS	DATE: 7/20/2020
PROJECT NAME Parcel: F7, 12" Reclaim water main easement	SCALE 1" = 30'
SURVEY TYPE SKETCH OF DESCRIPTION SHEET 2 OF 2	DRAWN BY: JLG
COMMENTS FEE OWNER: FLAMINGO CROSSINGS, LLC	FILENAME: 10JG20044R1

PROJECT NAME: WESTERN WAY EXTENSION
 O. C. PERMIT NUMBER: 17-U-063


DESCRIPTION

24" POTABLE WATER MAIN EASEMENT

A parcel of land lying in Sections 19 and 20, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 19, run along the East line of the Southeast 1/4 of said Section 19, N 00°23'01" E, 1187.47 feet; thence run along the South line of the North 150.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 19, S 89°10'50" W, 988.05 feet to a point on the Easterly right of way line of Avalon Road as described in Official Records Book 402, Pages 312, 353 and 357 of the Public Records of Orange County Florida; thence run along the said line following two courses; N 19°26'06" E, 213.06 feet to the Point of Beginning; thence N 19°26'06" E, 20.00 feet; thence S 71°50'30" E, 16.34 feet; thence S 37°25'50" E, 29.14 feet; thence S 86°05'56" E, 230.11 feet; thence N 86°55'17" E, 215.33 feet; thence N 74°28'05" E, 207.37 feet; thence N 66°21'33" E, 81.87 feet; thence N 57°51'23" E, 128.15 feet; thence N 29°09'11" W, 9.99 feet; thence N 60°50'49" E, 39.19 feet; thence S 29°09'11" E, 10.00 feet; thence N 60°50'49" E, 50.00 feet; thence N 60°50'49" E, 643.03 feet; thence N 29°09'11" W, 12.00 feet; thence N 60°50'49" E, 60.00 feet; thence S 29°09'11" E, 12.00 feet; thence N 60°50'49" E, 32.94 feet to a point of curvature of a curve concave Southeasterly having a radius of 2210.00 feet, and a central angle of 03°29'41"; thence run Northeasterly along the arc of said curve, 134.80 feet; to a point of compound curvature of a curve concave Southerly having a radius of 2210.00 feet, and a central angle of 14°41'17"; thence run Easterly along the arc of said curve, 566.54 feet; thence N 79°01'47" E, 114.25 feet; thence S 88°14'52" E, 114.87 feet; thence N 82°06'29" E, 77.87 feet to a point on a non-tangent curve concave Southerly having a radius of 2437.52 feet, and a central angle of 14°33'35"; thence from a tangent bearing of N 88°25'54" E run Easterly along the arc of said curve, 619.41 feet; thence S 77°00'30" E, 1400.05 feet; thence S 77°00'30" E, 552.84 feet to a point of curvature of a curve concave Southerly having a radius of 2560.00 feet, and a central angle of 07°18'23"; thence run Easterly along the arc of said curve, 326.45 feet; thence N 20°17'52" E, 11.00 feet to a point on a non-tangent curve concave Southerly having a radius of 2571.00 feet, and a central angle of 03°51'41"; thence from a tangent bearing of S 69°42'08" E run Easterly along the arc of said curve, 173.27 feet; thence S 24°09'34" W, 11.00 feet; thence S 65°50'26" E, 766.92 feet to a point on the East line of the Southeast 1/4 of said Section 20; thence run along said line, S 00°46'27" W, 21.79 feet; thence N 65°50'26" W, 775.56 feet; thence S 24°09'34" W, 11.00 feet to a point on a non-tangent curve concave Southerly having a radius of 2529.00 feet, and a central angle of 03°51'41"; thence from a tangent bearing of N 65°50'26" W run Westerly along the arc of said curve, 170.44 feet; thence N 20°17'52" E, 11.00 feet to a point on a non-tangent curve concave Southerly having a radius of 2540.00 feet, and a central angle of 07°18'23"; thence from a tangent bearing of N 69°42'08" W run Westerly along the arc of said curve, 323.90 feet; thence N 77°00'30" W, 532.84 feet; thence S 12°59'30" W, 155.58 feet; thence N 77°00'30" W, 40.00 feet; thence N 12°59'30" E, 155.58 feet; thence N 77°00'30" W, 1380.05 feet to a point of curvature of a curve concave Southerly having a radius of 2417.52 feet, and a central angle of 14°32'01"; thence run Westerly along the arc of said curve, 613.23 feet; thence S 82°06'29" W, 78.45 feet; thence N 88°14'52" W, 114.32 feet; thence S 79°01'47" W, 112.02 feet to a point of curvature of a curve concave Southerly having a radius of 2190.00 feet, and a central angle of 14°25'36"; thence run Westerly along the arc of said curve, 551.43 feet; thence S 25°35'04" E, 9.99 feet; thence S 64°24'56" W, 20.00 feet; thence N 25°35'03" W, 9.96 feet to a point on a non-tangent curve concave Southeasterly having a radius of 2190.00 feet, and a central angle of 03°13'58"; thence from a tangent bearing of S 64°04'47" W run Southwesterly along the arc of said curve, 123.57 feet; thence S 60°50'49" W, 32.94 feet; thence S 29°09'11" E, 12.00 feet; thence S 60°50'49" W, 60.00 feet; thence N 29°09'11" W, 12.00 feet; thence S 60°50'49" W, 643.03 feet; thence S 60°50'49" W, 50.00 feet; thence S 29°09'11" E, 10.00 feet; thence S 60°50'49" W, 39.19 feet; thence N 29°09'11" W, 9.99 feet; thence S 57°51'23" W, 128.60 feet; thence S 66°21'33" W, 84.77 feet; thence S 74°28'05" W, 210.97 feet; thence S 86°55'17" W, 218.73 feet; thence N 86°05'56" W, 240.38 feet; thence N 37°25'50" W, 31.99 feet; thence N 71°50'30" W, 10.59 feet to the Point of Beginning. Containing 3.308 acres, more or less.

REVISED: 08/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22

 <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	24" POTABLE WATER MAIN EASEMENT	DATE: 5/10/21
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 6	SCALE 1" = 150'
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	DRAWN BY: JLG FILENAME: 10JG21022

PROJECT NAME: WESTERN WAY EXTENSION
 O. C. PERMIT NUMBER: 17-U-063



EASTERLY R/W LINE
 N 19°26'06" E 213.069'
 P.O.B. 3.308 Acres±

AVALON ROAD
 66' RIGHT OF WAY
 DEED BOOK 402, PAGE 312
 DEED BOOK 402, PAGE 353
 DEED BOOK 402, PAGE 355

SOUTHERLY R/W LINE

SE 1/4 OF THE SE 1/4,
 SEC. 19, T24S, R27E

WESTERN WAY GTOD R/W
 TAX PID 192427000000023
 O.R. DOC. 20190265355
 TAX PID 192427000000020
 O.R. DOC. 20190265350

NE 1/4 OF THE SE 1/4,
 SEC. 19, T24S, R27E

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 19°26' 06" E	20.00
L2	S 71°50' 30" E	16.34
L3	S 37°25' 50" E	29.14
L4	N 66°21' 33" E	81.87
L5	N 29°09' 11" W	9.99
L6	N 60°50' 49" E	39.19
L7	S 29°09' 11" E	10.00
L8	N 60°50' 49" E	50.00
L32	S 60°50' 49" W	50.00
L33	S 29°09' 11" E	10.00
L34	S 60°50' 49" W	39.19
L35	N 29°09' 11" W	9.99
L36	S 57°51' 23" W	128.60
L37	S 66°21' 33" W	84.77
L38	N 37°25' 50" W	31.99
L39	N 71°50' 30" W	10.59

DUKE ENERGY EASEMENT
 DOC# 20210434834

S. LINE, N. 150.00'
 SE 1/4, SE 1/4,
 SEC 19-24-27

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

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

P.O.C.
 SOUTHEAST CORNER,
 SEC 19, T24 S, R27 E
 N 00°23'01" E 1187.47'

E. LINE SE 1/4, SEC 19,
 T24 S, R27 E

W. LINE SW 1/4 SEC 20, T24 S, R27 E

Jeff L. Green P.S.M.
 Florida Certificate No. 5357

Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

NOTE: Not valid without the signature and the original
 raised seal of a Florida licensed surveyor and mapper.

REVISED: 08/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22



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

24" POTABLE WATER MAIN EASEMENT

SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 2 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DATE:
 5/10/21

SCALE:
 1" = 150'

DRAWN BY:
 JLG

FILENAME:
 10JG21022

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063

SEE SHEET 2



GRAPHIC SCALE
 SCALE 1" = 150'



TANGENT TABLE

LINE#	BEARING	DIST.
L9	N 29°09' 11" W	12.00
L10	N 60°50' 49" E	60.00
L11	S 29°09' 11" E	12.00
L12	N 60°50' 49" E	32.94
L13	N 79°01' 47" E	114.25
L14	S 88°14' 52" E	114.87
L15	N 82°06' 29" E	77.87
L22	S 82°06' 29" W	78.45
L23	N 88°14' 52" W	114.32
L24	S 79°01' 47" W	112.02
L25	S 25°35' 04" E	9.99
L26	S 64°24' 56" W	20.00
L27	N 25°35' 03" W	9.96
L28	S 60°50' 49" W	32.94
L29	S 29°09' 11" E	12.00
L30	S 60°50' 49" W	60.00
L31	N 29°09' 11" W	12.00

DUKE ENERGY EASEMENT
 DOC# 20210434834

TAX PID
 O.R. BOOK 4542/887
 DOC # 20190265350
 WESTERN WAY CFTOD R/W
 O.R. BOOK 4542/887
 DOC # 20242700000012

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

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E


CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	2210.00	03°29' 41"	134.80	
C2	2210.00	14°41' 17"	566.54	
C9	2190.00	14°25' 36"	551.43	
C10	2190.00	03°13' 58"	123.57	S 64°04' 47" W

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

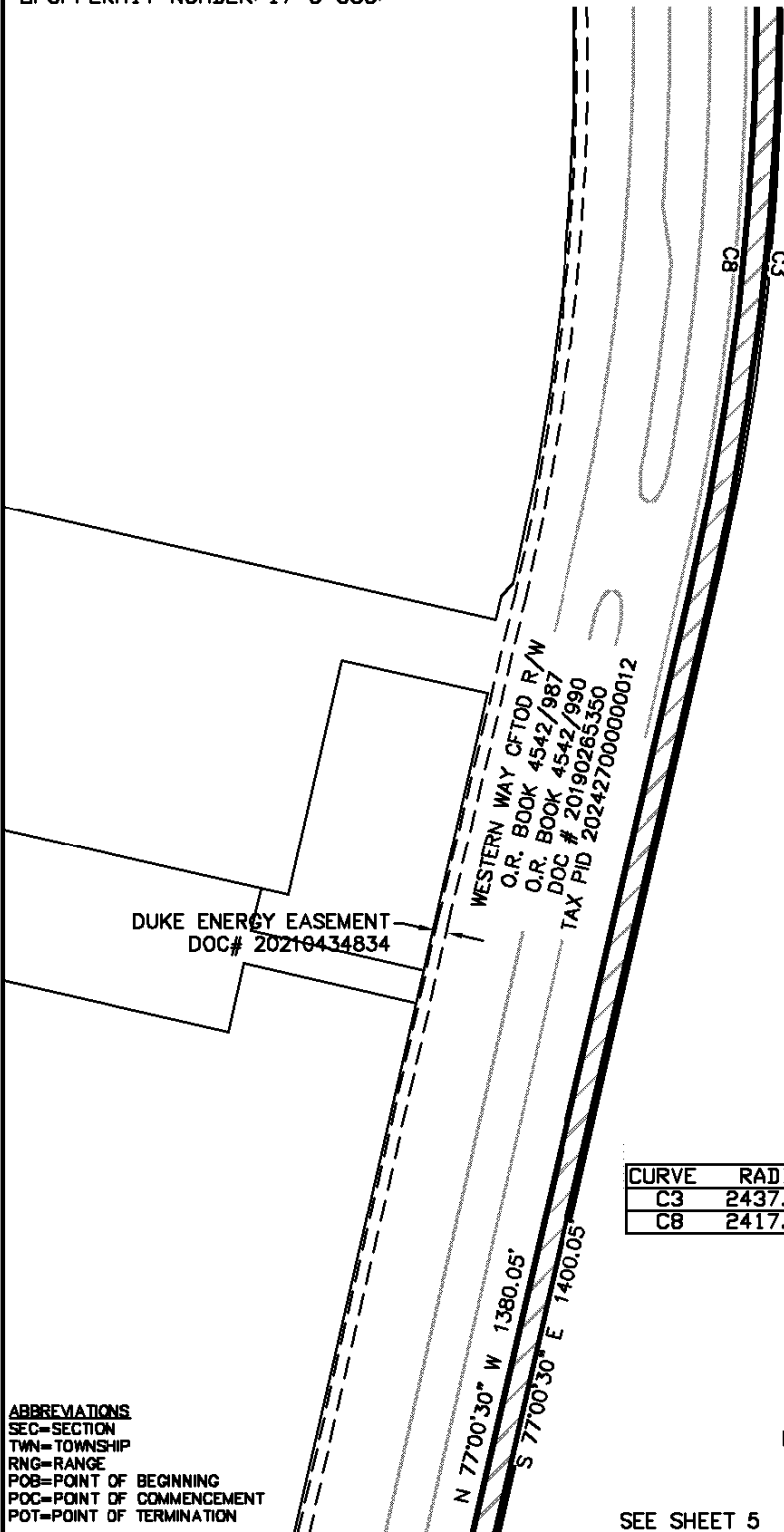
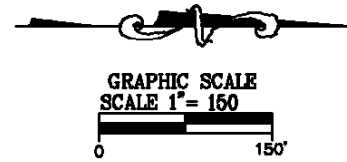
SEE SHEET 4

REVISED: 08/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22

 <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	24" POTABLE WATER MAIN EASEMENT	DATE: 5/10/21
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 3 OF 6	SCALE 1" = 150'
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	DRAWN BY: JLG FILENAME: 10JG21022

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063

SEE SHEET 3



..... CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C3	2437.52	14° 33' 35"	619.41	N 88° 25' 54" E
C8	2417.52	14° 32' 01"	613.23	

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

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

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

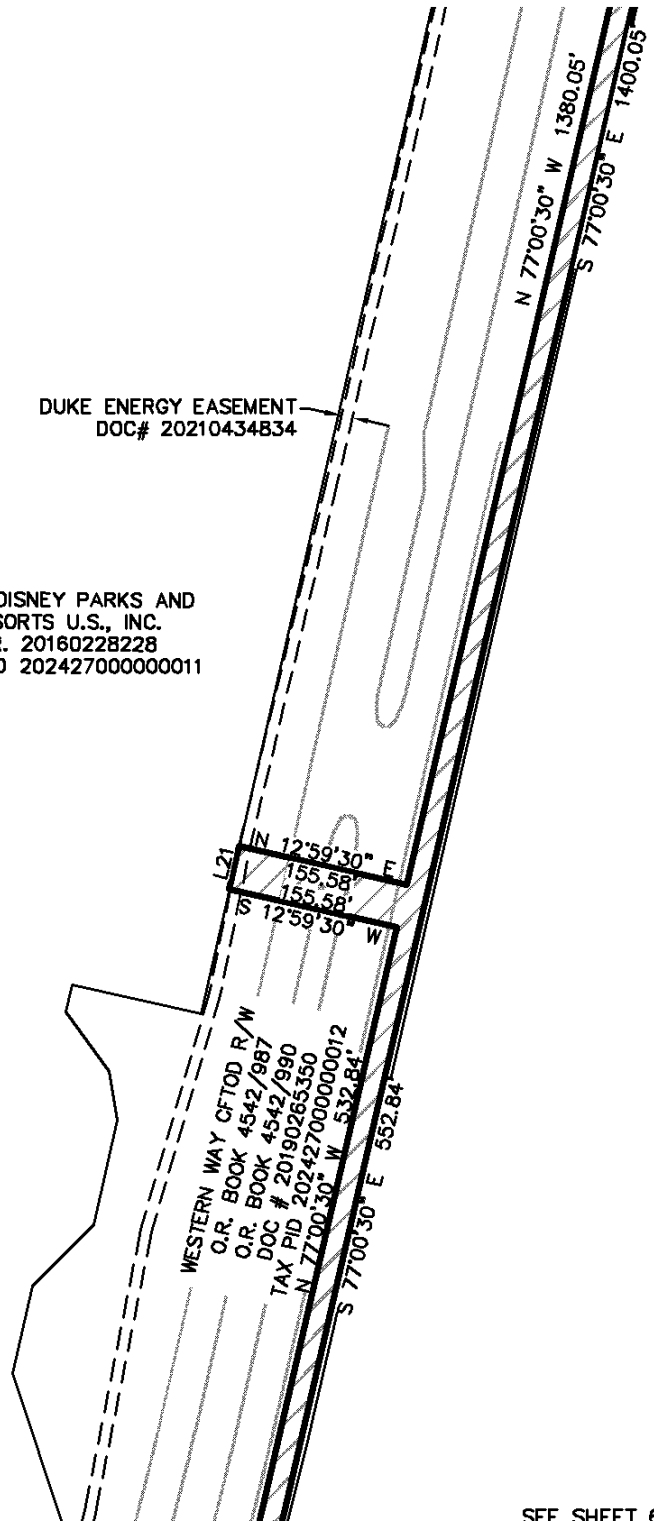
SEE SHEET 5

REVISED: 08/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22

	P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855	24" POTABLE WATER MAIN EASEMENT	DATE: 5/10/21
		SURVEY TYPE SKETCH OF DESCRIPTION SHEET 4 OF 6	SCALE 1" = 150'
		COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	DRAWN BY: JLG
			FILENAME: 10JG21022

PROJECT NAME: WESTERN WAY EXTENSION
 O. C. PERMIT NUMBER: 17-U-063

SEE SHEET 4



DUKE ENERGY EASEMENT
 DOC# 20210434834

WALT DISNEY PARKS AND
 RESORTS U.S., INC.
 O.R. 20160228228
 TAX PID 202427000000011

WALT DISNEY PARKS AND
 RESORTS U.S., INC.
 O.R. 20160228228
 TAX PID 202427000000010



TANGENT TABLE

LINE#	BEARING	DIST.
L21	N 77° 00' 30" W	40.00

WESTERN WAY C/TOD R/W
 O.R. BOOK 4542/987
 O.R. BOOK 4542/987
 DOC # 20190265350
 TAX PID 202427000000012
 N 77° 00' 30" W 532.84'
 S 77° 00' 30" E 532.84'

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

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

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

SEE SHEET 6

REVISED: 08/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22



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

24" POTABLE WATER MAIN EASEMENT

SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 5 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DATE:
 5/10/21
 SCALE:
 1" = 150'
 DRAWN BY:
 JLG
 FILENAME:
 10JG21022

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063

SEE SHEET 5



GRAPHIC SCALE
 SCALE 1" = 150'



DUKE ENERGY EASEMENT
 DOC# 20210434834

WESTERN WAY C/TOD R/W
 O.R. BOOK 4542/987
 O.R. BOOK 4542/990
 DOC. 20190265352
 TAX PID 20242700000019

N 65°50'26" W 775.56'
 S 65°50'26" E 766.92'

EAST LINE SOUTHEAST 1/4 SEC 20, TWN 24 S, RNG 27 E

FLAMINGO CROSSINGS LLC, RCID, SPEEDWAY Non-Exclusive Utility Easement
 File #98030 Parcel R7: 24" Potable water main easement

TANGENT TABLE

LINE#	BEARING	DIST.
L16	N 20°17'52" E	11.00
L17	S 24°09'34" W	11.00
L18	S 00°46'27" W	21.79
L19	S 24°09'34" W	11.00
L20	N 20°17'52" E	11.00

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C4	2560.00	07°18'23"	326.45	
C5	2571.00	03°51'41"	173.27	S 69°42'08" E
C6	2529.00	03°51'41"	170.44	N 65°50'26" W
C7	2540.00	07°18'23"	323.90	N 69°42'08" W

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BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

REVISED: 08/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22



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

24" POTABLE WATER MAIN EASEMENT

SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 6 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DATE:
 5/10/21
 SCALE
 1" = 150'
 DRAWN BY:
 JLG
 FILENAME:
 10JG21022

PROJECT NAME: WESTERN WAY EXTENSION
 O. C. PERMIT NUMBER: 17-U-063


DESCRIPTION

20"SANITARY SEWER FORCE MAIN/20"RECLAIM WATER MAIN EASEMENT

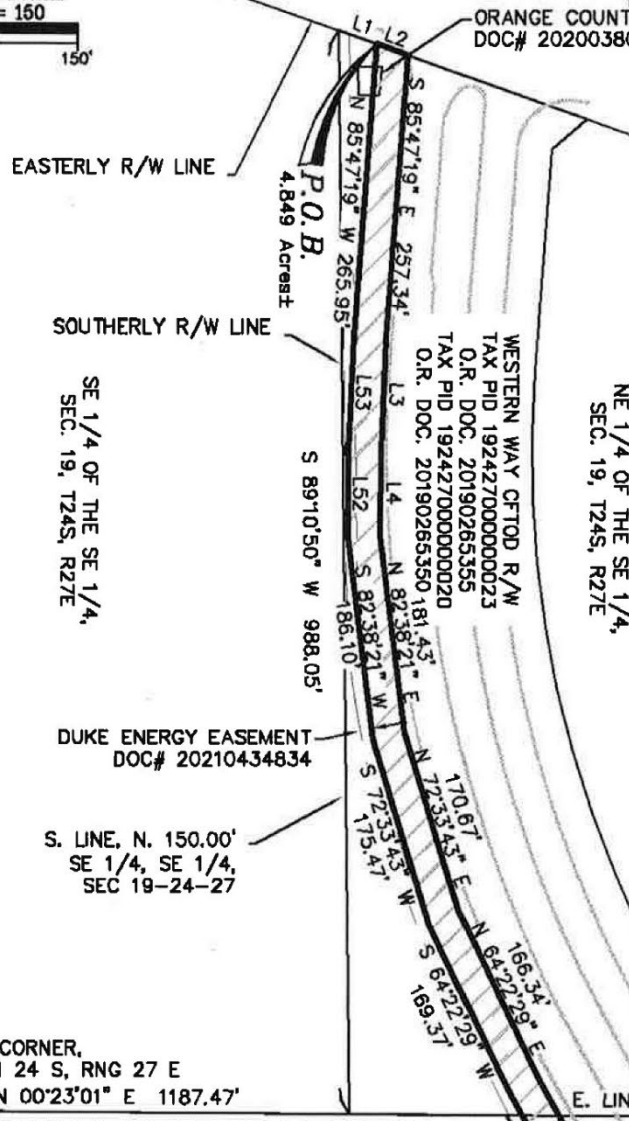
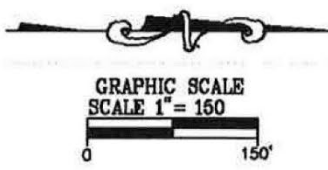
A parcel of land lying in Sections 19 and 20, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 19, run along the East line of the Southeast 1/4 of said Section 19, N 00°23'01" E, 1187.47 feet; thence run along the South line of the North 150.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 19, S 89°10'50" W, 988.05 feet to a point on the Easterly right of way line of Avalon Road as described in Official Records Book 402, Pages 312, 353 and 357 of the Public Records of Orange County Florida; thence run along the said line following two courses; N 19°26'06" E, 37.05 feet to the Point of Beginning; thence N 19°26'06" E, 31.09 feet; thence S 85°47'19" E, 257.34 feet; thence S 87°29'00" E, 104.23 feet; thence S 89°39'26" E, 76.80 feet; thence N 82°38'21" E, 181.43 feet; thence N 72°33'43" E, 170.67 feet; thence N 64°22'29" E, 166.34 feet; thence N 61°00'10" E, 783.65 feet; thence N 28°59'50" W, 7.50 feet; thence N 61°00'10" E, 75.00 feet; thence S 28°59'50" E, 7.50 feet; thence N 61°00'10" E, 74.39 feet; thence N 72°17'59" E, 27.02 feet; thence N 63°42'26" E, 203.61 feet; thence N 74°05'35" E, 334.31 feet; thence N 84°13'24" E, 44.42 feet; thence N 73°15'01" E, 54.68 feet; thence N 84°24'18" E, 303.60 feet; thence N 88°57'33" E, 90.94 feet; thence S 84°20'38" E, 240.00 feet; thence S 77°11'59" E, 222.31 feet; thence N 12°56'33" E, 7.50 feet; thence S 77°11'59" E, 50.00 feet; thence S 12°56'33" W, 7.50 feet; thence S 77°11'59" E, 911.11 feet; thence S 87°26'16" E, 13.44 feet; thence S 77°27'52" E, 150.59 feet; thence N 12°54'22" E, 137.24 feet; thence S 77°05'38" E, 30.00 feet; thence S 12°54'22" W, 137.05 feet; thence S 77°27'52" E, 196.77 feet; thence N 14°09'59" E, 135.81 feet; thence S 77°05'38" E, 30.01 feet; thence S 14°09'59" W, 135.61 feet; thence S 77°27'52" E, 144.57 feet; thence S 32°43'57" E, 20.61 feet; thence S 77°39'22" E, 464.89 feet; thence N 58°19'57" E, 6.16 feet; thence S 75°25'37" E, 44.65 feet; thence S 62°47'11" E, 48.93 feet; thence S 68°15'20" E, 115.00 feet; thence N 21°44'40" E, 7.50 feet; thence S 68°15'20" E, 150.00 feet; thence S 21°44'40" W, 7.50 feet; thence S 68°15'20" E, 85.42 feet; thence S 66°04'52" E, 403.21 feet; thence S 66°18'17" E, 298.66 feet; thence S 74°17'07" E, 49.51 feet; thence S 64°33'03" E, 1.25 feet to a point on the East line of the Southeast 1/4 of said Section 20; thence run along said line, S 00°46'27" W, 33.01 feet; thence N 64°33'03" W, 12.48 feet; thence N 74°17'07" W, 49.05 feet; thence N 66°18'17" W, 300.81 feet; thence N 66°04'52" W, 402.70 feet; thence N 68°15'20" W, 84.85 feet; thence S 21°44'40" W, 7.50 feet; thence N 68°15'20" W, 150.00 feet; thence N 21°44'40" E, 7.50 feet; thence N 68°15'20" W, 116.43 feet; thence N 62°47'11" W, 47.04 feet; thence N 75°25'37" W, 28.52 feet; thence S 58°19'57" W, 5.47 feet; thence N 77°39'22" W, 489.41 feet; thence N 32°43'57" W, 20.66 feet; thence N 77°27'52" W, 536.99 feet; thence N 87°26'16" W, 13.51 feet; thence N 77°11'59" W, 913.88 feet; thence S 12°56'33" W, 7.50 feet; thence N 77°11'59" W, 50.00 feet; thence N 12°56'33" E, 7.50 feet; thence N 77°11'59" W, 220.36 feet; thence N 84°20'38" W, 236.37 feet; thence S 88°57'33" W, 87.99 feet; thence S 84°24'18" W, 299.47 feet; thence S 73°15'01" W, 54.63 feet; thence S 84°13'24" W, 44.64 feet; thence S 74°05'35" W, 328.92 feet; thence S 63°42'26" W, 203.14 feet; thence S 72°17'59" W, 26.30 feet; thence S 61°00'10" W, 71.42 feet; thence S 28°59'50" E, 7.50 feet; thence S 61°00'10" W, 75.00 feet; thence N 28°59'50" W, 7.50 feet; thence S 61°00'10" W, 784.53 feet; thence S 64°22'29" W, 169.37 feet; thence S 72°33'43" W, 175.47 feet; thence S 82°38'21" W, 186.10 feet; thence N 89°39'26" W, 79.39 feet; thence N 87°29'00" W, 105.24 feet; thence N 85°47'19" W, 265.95 feet to the Point of Beginning. Containing 4.849 acres, more or less.

REVISED: 8/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22

 <p>ACES BEEDY CREEK ENERGY SERVICES</p> <p>P.O.B. 10000 LAKE BUENA VISTA FL. 32830-1000 PHONE 407-824-5855</p>	20"SANITARY SEWER FORCE MAIN/20"RECLAIM WATER MAIN EASEMENT	DATE: 4/7/21
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 1 OF 6	SCALE 1" = 150'
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	DRAWN BY: JLG
		FILENAME: 10JG21020

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063



ORANGE COUNTY EASEMENT
 DOC# 20200380942

AVALON ROAD
 66' RIGHT OF WAY
 DEED BOOK 402, PAGE 312
 DEED BOOK 402, PAGE 353
 DEED BOOK 402, PAGE 357

TANGENT TABLE

LINE#	BEARING	DIST.
L1	N 19° 26' 06" E	37.05
L2	N 19° 26' 06" E	31.09
L3	S 87° 29' 00" E	104.23
L4	S 89° 39' 26" E	76.80
L52	N 89° 39' 26" W	79.39
L53	N 87° 29' 00" W	105.24

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SURVEYOR'S NOTE
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 ADMINISTRATIVE CODE REQUIRES
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BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

P.O.C.
 SOUTHEAST CORNER,
 SEC 19, TWN 24 S, RNG 27 E
 N 00°23'01" E 1187.47'

W. LINE SW 1/4 SEC 20, TWN 24 S, RNG 27 E

Jeff L. Green P.S.M. Florida Certificate No. 5357
 NOTE: Not valid without the signature and the original
 raised seal of a Florida licensed surveyor and mapper.
 Reedy Creek Energy Services, LB 7714
 5300 Center Drive, Bay Lake, Florida 32830-1000

REVISED: 8/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22



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

20" SANITARY SEWER FORCE MAIN / 20" RECLAIM WATER MAIN EASEMENT

SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 2 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

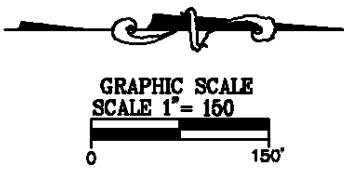
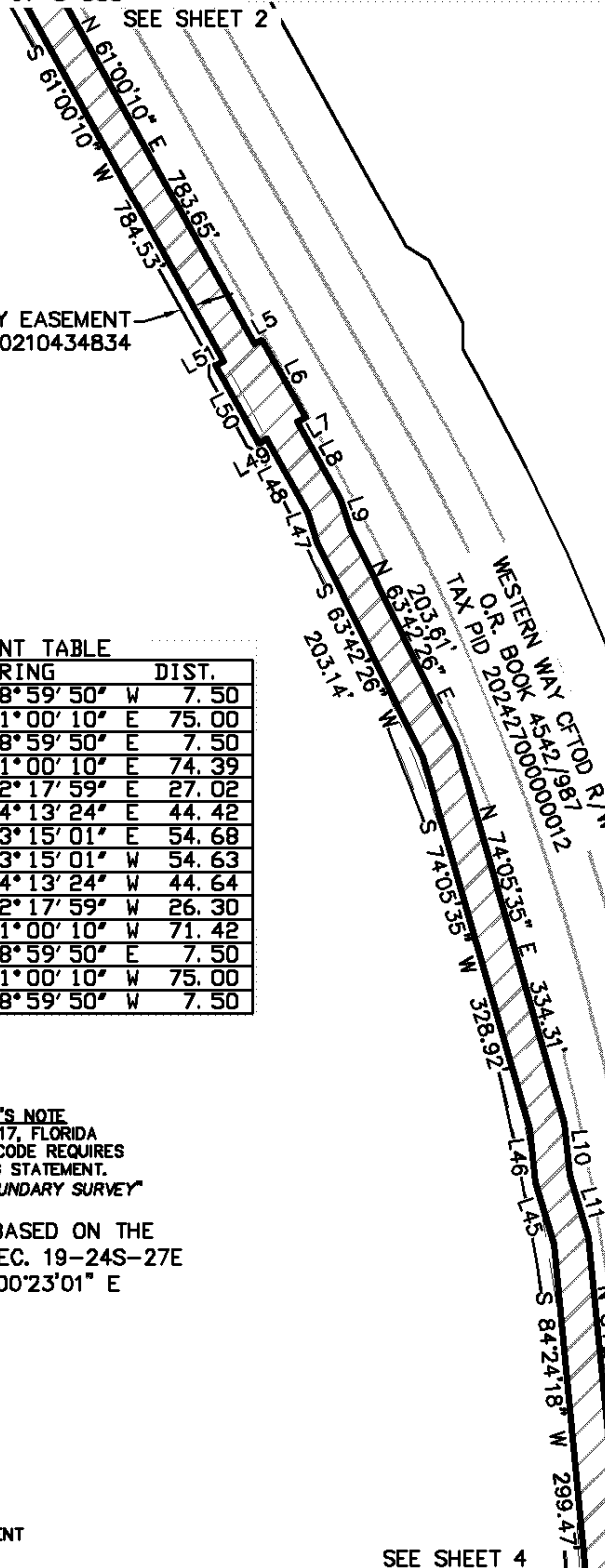
DATE:
 4/7/21

SCALE
 1" = 150'

DRAWN BY:
 JLG

FILENAME:
 10JG21020

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063



DUKE ENERGY EASEMENT
 DOC# 20210434834

TANGENT TABLE

LINE#	BEARING	DIST.
L5	N 28°59'50" W	7.50
L6	N 61°00'10" E	75.00
L7	S 28°59'50" E	7.50
L8	N 61°00'10" E	74.39
L9	N 72°17'59" E	27.02
L10	N 84°13'24" E	44.42
L11	N 73°15'01" E	54.68
L45	S 73°15'01" W	54.63
L46	S 84°13'24" W	44.64
L47	S 72°17'59" W	26.30
L48	S 61°00'10" W	71.42
L49	S 28°59'50" E	7.50
L50	S 61°00'10" W	75.00
L51	N 28°59'50" W	7.50


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 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

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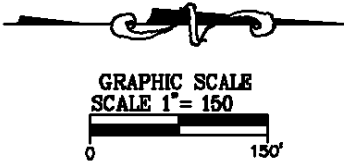
REVISED: 8/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22

SEE SHEET 4

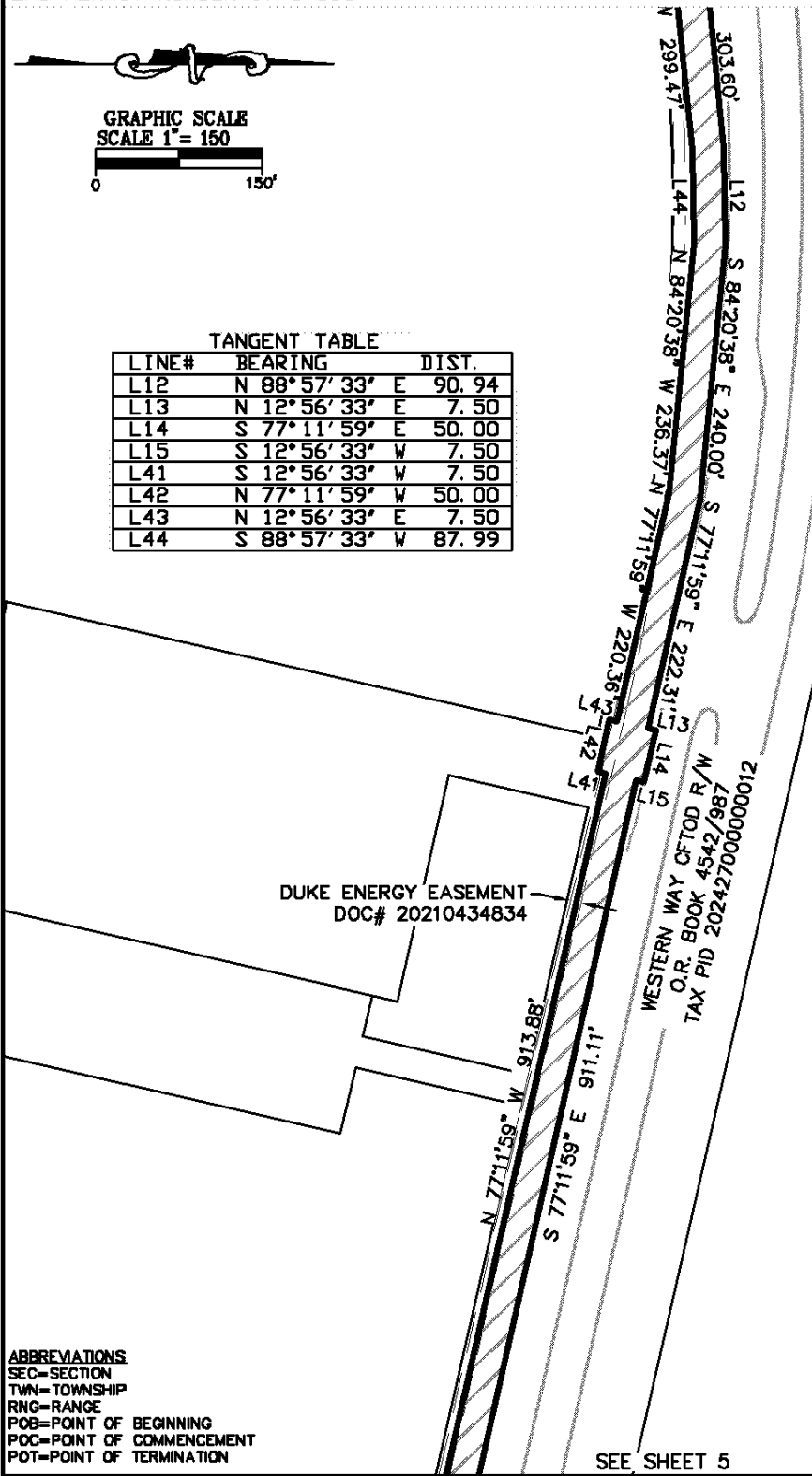
 <p>P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855</p>	20" SANITARY SEWER FORCE MAIN/20" RECLAIM WATER MAIN EASEMENT	DATE: 4/7/21
	SURVEY TYPE SKETCH OF DESCRIPTION SHEET 3 OF 6	SCALE 1" = 150'
	COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT	DRAWN BY: JLG FILENAME: 10JG21020

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063

SEE SHEET 3



LINE#	BEARING	DIST.
L12	N 88° 57' 33" E	90.94
L13	N 12° 56' 33" E	7.50
L14	S 77° 11' 59" E	50.00
L15	S 12° 56' 33" W	7.50
L41	S 12° 56' 33" W	7.50
L42	N 77° 11' 59" W	50.00
L43	N 12° 56' 33" E	7.50
L44	S 88° 57' 33" W	87.99




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 AS BEING N 00° 23' 01" E

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REVISED: 8/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22

SEE SHEET 5

	P.O.B. 10000 LAKE BUENA VISTA FL 32830-1000 PHONE 407-824-5855	20" SANITARY SEWER FORCE MAIN/20" RECLAIM WATER MAIN EASEMENT	DATE: 4/7/21
		SURVEY TYPE SKETCH OF DESCRIPTION SHEET 4 OF 6	SCALE 1" = 150'
COMMENTS FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT		DRAWN BY: JLG	
		FILENAME: 10JG21020	

PROJECT NAME: WESTERN WAY EXTENSION
 D. C. PERMIT NUMBER: 17-U-063

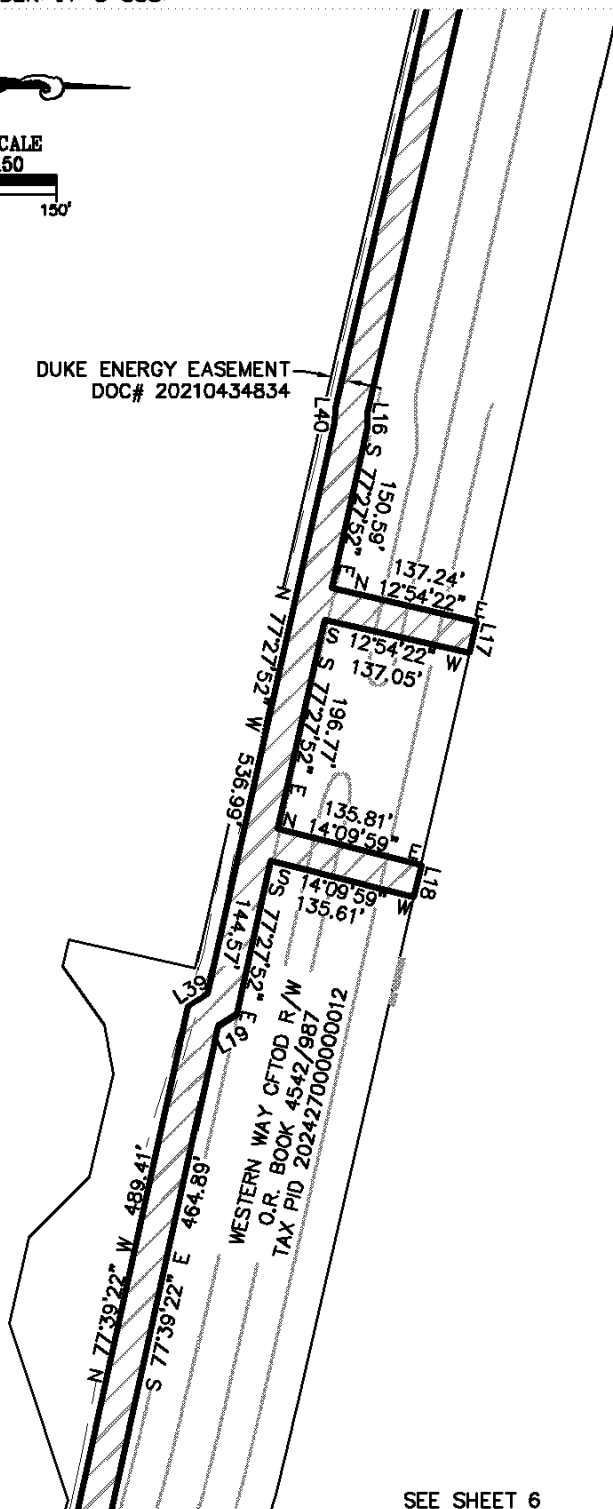
SEE SHEET 4



GRAPHIC SCALE
 SCALE 1" = 150'



DUKE ENERGY EASEMENT
 DOC# 20210434834



TANGENT TABLE

LINE#	BEARING	DIST.
L16	S 87° 26' 16" E	13.44
L17	S 77° 05' 38" E	30.00
L18	S 77° 05' 38" E	30.01
L19	S 32° 43' 57" E	20.61
L39	N 32° 43' 57" W	20.66
L40	N 87° 26' 16" W	13.51

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 AS BEING N 00°23'01" E

REVISED: 8/16/23
 REVISED: 11/07/22
 REVISED: 06/10/22

SEE SHEET 6



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

20" SANITARY SEWER FORCE MAIN / 20" RECLAIM WATER MAIN EASEMENT

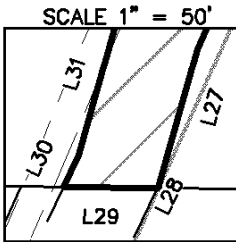
SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 5 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DATE:
 4/7/21
 SCALE
 1" = 150'
 DRAWN BY:
 JLG
 FILENAME:
 10JG21020

PROJECT NAME: WESTERN WAY EXTENSION
 C. C. PERMIT NUMBER: 17-U-063:

SEE SHEET 5



DUKE ENERGY EASEMENT
 DOC# 20210434834

WESTERN WAY C/TOD R/W
 O.R. DOC. 201902663352
 TAX PID 202427000000019

TANGENT TABLE

LINE#	BEARING	DIST.
L20	N 58° 19' 57" E	6.16
L21	S 75° 25' 37" E	44.65
L22	S 62° 47' 11" E	48.93
L23	S 68° 15' 20" E	115.00
L24	N 21° 44' 40" E	7.50
L25	S 21° 44' 40" W	7.50
L26	S 68° 15' 20" E	85.42
L27	S 74° 17' 07" E	49.51
L28	S 64° 33' 03" E	1.25
L29	S 00° 46' 27" W	33.01
L30	N 64° 33' 03" W	12.48
L31	N 74° 17' 07" W	49.05
L32	N 68° 15' 20" W	84.85
L33	S 21° 44' 40" W	7.50
L34	N 21° 44' 40" E	7.50
L35	N 68° 15' 20" W	116.43
L36	N 62° 47' 11" W	47.04
L37	N 75° 25' 37" W	28.52
L38	S 58° 19' 57" W	5.47

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EAST LINE SOUTHEAST 1/4 SEC 20, TWN 24 S, RNG 27 E

BEARINGS ARE BASED ON THE
 E. LINE, SE 1/4, SEC. 19-24S-27E
 AS BEING N 00°23'01" E

FLAMINGO CROSSINGS LLC, RCID, SPEEDWAY Non-Exclusive Utility Easement
 File #98030 Parcel R6:12"Sanitary sewer force main/20"Reclaim water main easement

REVISED: 8/16/23
 REVISED: 11/07/22
 REVISED: 08/10/22



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

20"SANITARY SEWER FORCE MAIN/20"RECLAIM WATER MAIN EASEMENT

SURVEY TYPE
 SKETCH OF DESCRIPTION SHEET 6 OF 6

COMMENTS
 FEE OWNER: CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

DATE:
 4/7/21
 SCALE
 1" = 150'
 DRAWN BY:
 JLG
 FILENAME:
 10JG21020

SKETCH OF DESCRIPTION

PROJECT NAME: FLAMINGO CROSSINGS LLC HOUSING-EAST-NC-SITE WORK
BUILDING DEPARTMENT PERMIT NUMBER: B18903386

DESCRIPTION: UTILITY EASEMENT

A parcel of land lying in Section 28, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of the Southeast 1/4 of Section 21, Township 24 South, Range 27 East, Orange County, Florida; thence North 89 degrees 59 minutes 38 seconds East 125.95 feet along the South boundary of the Southeast 1/4 of said Section 21 to a point on the Easterly right of way line Flamingo Crossings Boulevard per Official Records Book 10815, Pages 4619 through 4628 of the Public Records of Orange County, Florida; thence run the following nine (9) courses and distances along said Easterly right of way line: South 00 degrees 39 minutes 29 seconds West 105.56 feet to the beginning of a tangent curve concave Westerly and having a radius of 899.35 feet and a central angle of 05 degrees 39 minutes 43 seconds; thence Southerly along the arc of said curve 88.87 feet end of said curve; thence South 06 degrees 19 minutes 13 seconds West 311.81 feet to the beginning of a tangent curve concave Easterly and having a radius of 2004.50 feet and a central angle of 06 degrees 19 minutes 57 seconds; thence Southerly along the arc of said curve 221.54 feet to the end of said curve; thence South 00 degrees 00 minutes 44 seconds East 702.26 feet; thence South 22 degrees 50 minutes 28 seconds East 19.33 feet; thence South 00 degrees 00 minutes 44 seconds East 198.27 feet; thence South 14 degrees 40 minutes 42 seconds West 29.81 feet to the beginning of a non-tangent curve concave Westerly and having a radius of 2162.49 feet; thence from a tangent bearing of South 03 degrees 24 minutes 21 seconds West run Southerly 121.15 along the arc of said curve through a central angle of 03 degrees 12 minutes 35 seconds to the end of said curve and the POINT OF BEGINNING; thence leaving said Easterly right of way line South 86 degrees 23 minutes 04 seconds East 10.00 feet to the beginning of a non-tangent curve concave Westerly and having a radius of 2172.49 feet; thence from a tangent bearing of South 03 degrees 36 minutes 56 seconds West run Southerly 50.07 along the arc of said curve through a central angle of 01 degrees 19 minutes 14 seconds to the end of said curve; thence North 85 degrees 03 minutes 50 seconds West 10.00 feet to the aforesaid Easterly right of way line being the beginning of a non-tangent curve concave Westerly and having a radius of 2162.49 feet; thence from a tangent bearing of North 04 degrees 56 minutes 10 seconds East run Northerly 49.84 feet along the arc of said curve and said Easterly right of way line through a central angle of 01 degrees 19 minutes 14 seconds to the end of said curve and the POINT OF BEGINNING.

CONTAINING: 0.012 acres (500 square feet), more or less.

NOTES

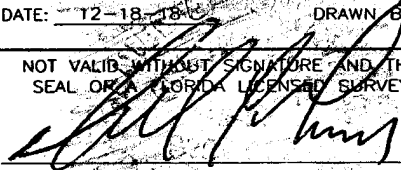
1. THIS IS NOT A SURVEY.
This Plat represents a Sketch of the
2. Description prepared by JONES, WOOD and GENTRY, INC. per client's instruction and does not indicate ownership.
3. Bearings shown hereon are based on the South boundary of the Southeast 1/4 of Section 21, Township 24 South, Range 27 East, Orange County, Florida, having an assumed bearing of North 89 degrees 59 minutes 38 seconds East.

IT IS CERTIFIED THAT THE SKETCH REPRESENTED HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 FLORIDA STATUTES. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

FOR: **FLAMINGO CROSSINGS, LLC**

DATE: 12-18-18 DRAWN BY: ADA

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER


DANIEL E. GENTRY, JR., Florida Registration Number 5047

JONES, WOOD & GENTRY, INC.
PROFESSIONAL SURVEYORS AND MAPPERS - LB1
2600 EAST ROBINSON STREET
ORLANDO, FLORIDA, 32803
407-898-7780

JOB NO. 29177 Sheet 1 of 2 Sheets
29177 UTILITY EASEMENT-R1.DWG

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR DESCRIPTION: UTILITY EASEMENT

PROJECT NAME: FLAMINGO CROSSINGS LLC HOUSING-EAST-NC-SITE WORK
 BUILDING DEPARTMENT PERMIT NUMBER: B18903386



SCALE: 1" = 30'

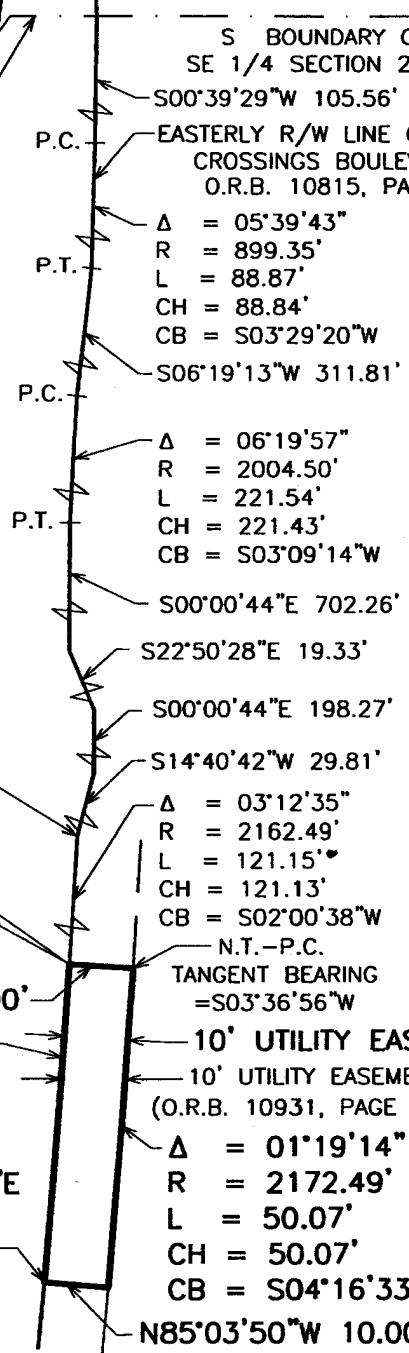
P.O.C.

SW CORNER OF THE
 SE 1/4 OF SECTION
 21-24-27

N89°59'38"E
 125.95'

FLAMINGO CROSSINGS
 BOULEVARD

R/W PER MAP BOOK 4, PAGE 91,
 DEED BOOK 839, PAGE 454,
 DEED BOOK 839, PAGE 455,
 O.R.B. 10173, PAGE 8868,
 O.R.B. 10170, PAGE 4303 AND
 O.R.B. 10815, PAGE 4619
 R/W VARIES



S BOUNDARY OF THE
 SE 1/4 SECTION 21-24-27

S00°39'29"W 105.56'

P.C. EASTERLY R/W LINE OF FLAMINGO
 CROSSINGS BOULEVARD PER
 O.R.B. 10815, PAGE 4619

Δ = 05°39'43"

R = 899.35'

L = 88.87'

CH = 88.84'

CB = S03°29'20"W

P.T.

S06°19'13"W 311.81'

P.C.

Δ = 06°19'57"

R = 2004.50'

L = 221.54'

CH = 221.43'

CB = S03°09'14"W

P.T.

S00°00'44"E 702.26'

S22°50'28"E 19.33'

S00°00'44"E 198.27'

S14°40'42"W 29.81'

Δ = 03°12'35"

R = 2162.49'

L = 121.15'

CH = 121.13'

CB = S02°00'38"W

N.T.-P.C.

TANGENT BEARING
 =S03°36'56"W

N.T.-P.C.
 TANGENT BEARING
 =S00°24'21"W

P.O.B.

S86°23'04"E 10.00'

Δ = 01°19'14"

R = 2162.49'

L = 49.84'

CH = 49.84'

CB = N04°16'33"E

N.T.-P.C.

TANGENT BEARING
 =N04°56'10"E

10' UTILITY EASEMENT

10' UTILITY EASEMENT

(O.R.B. 10931, PAGE 6045)

Δ = 01°19'14"

R = 2172.49'

L = 50.07'

CH = 50.07'

CB = S04°16'33"W

N85°03'50"W 10.00'

NOTES

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LEGEND

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- Δ = CENTRAL ANGLE

FOR:	FLAMINGO CROSSINGS, LLC
DATE:	12-18-18
DRAWN BY:	ADA
JOB NO. 29177 Sheet 2 of 2 Sheets	
29177 UTILITY EASEMENT-R1.DWG	

JONES, WOOD & GENTRY, INC.
 PROFESSIONAL SURVEYORS AND MAPPERS - LBI
 2600 EAST ROBINSON STREET
 ORLANDO, FLORIDA, 32803
 407-898-7780

SKETCH OF DESCRIPTION

PROJECT NAME: FLAMINGO CROSSINGS LLC HOUSING--EAST--NC--SITE WORK
BUILDING DEPARTMENT PERMIT NUMBER: B18903386

DESCRIPTION: UTILITY EASEMENT

That Part of LOT 1, FLAMINGO CROSSINGS EAST according to the plat thereof as recorded in Plat Book 97, Pages 94 and 95 of the Public Records of Orange County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of LOT 1, FLAMINGO CROSSINGS EAST as recorded in Plat Book 97, Pages 94 and 95 of the Public Records of Orange County, Florida, said point being the beginning of a curve concave Westerly and having a radius of 1010.00 feet; thence from a tangent bearing of South 05 degrees 30 minutes 24 seconds East run Southerly 35.34 feet along the arc of said curve and the West boundary of said Lot 1 through a central angle of 02 degrees 00 minutes 16 seconds to the end of said curve; thence run the following five (5) courses and distances along said West boundary of said Lot 1: South 00 degrees 39 minutes 29 seconds West 105.56 feet to the beginning of a tangent curve concave Westerly and having a radius of 899.35 feet and a central angle of 05 degrees 39 minutes 43 seconds; thence Southerly along the arc of said curve 88.87 feet to the end of said curve; thence South 06 degrees 19 minutes 13 seconds West 311.81 feet to the beginning of a tangent curve concave Easterly and having a radius of 2004.50 feet and a central angle of 06 degrees 19 minutes 57 seconds; thence Southerly along the arc of said curve 221.54 feet to the end of said curve; thence South 00 degrees 00 minutes 44 seconds East 54.37 to the POINT BEGINNING; thence leaving said Easterly right of way line North 45 degrees 23 minutes 50 seconds East 50.28 feet; thence South 44 degrees 36 minutes 10 seconds East 18.25 feet; thence South 45 degrees 23 minutes 50 seconds West 46.34 feet; thence South 89 degrees 50 minutes 00 seconds West 15.62 feet to the aforesaid Easterly right of way line; thence North 00 degrees 00 minutes 44 seconds West 10.27 feet along said Easterly right of way line to the POINT OF BEGINNING.

CONTAINING 0.022 acres (961 square feet), more or less.

NOTES

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FOR: **FLAMINGO CROSSINGS, LLC**

DATE: 01-17-2020 DRAWN BY: ADA

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DANIEL E. GENTRY JR. Florida Registration Number 5047

JONES, WOOD & GENTRY, INC.

PROFESSIONAL SURVEYORS AND MAPPERS - LB1

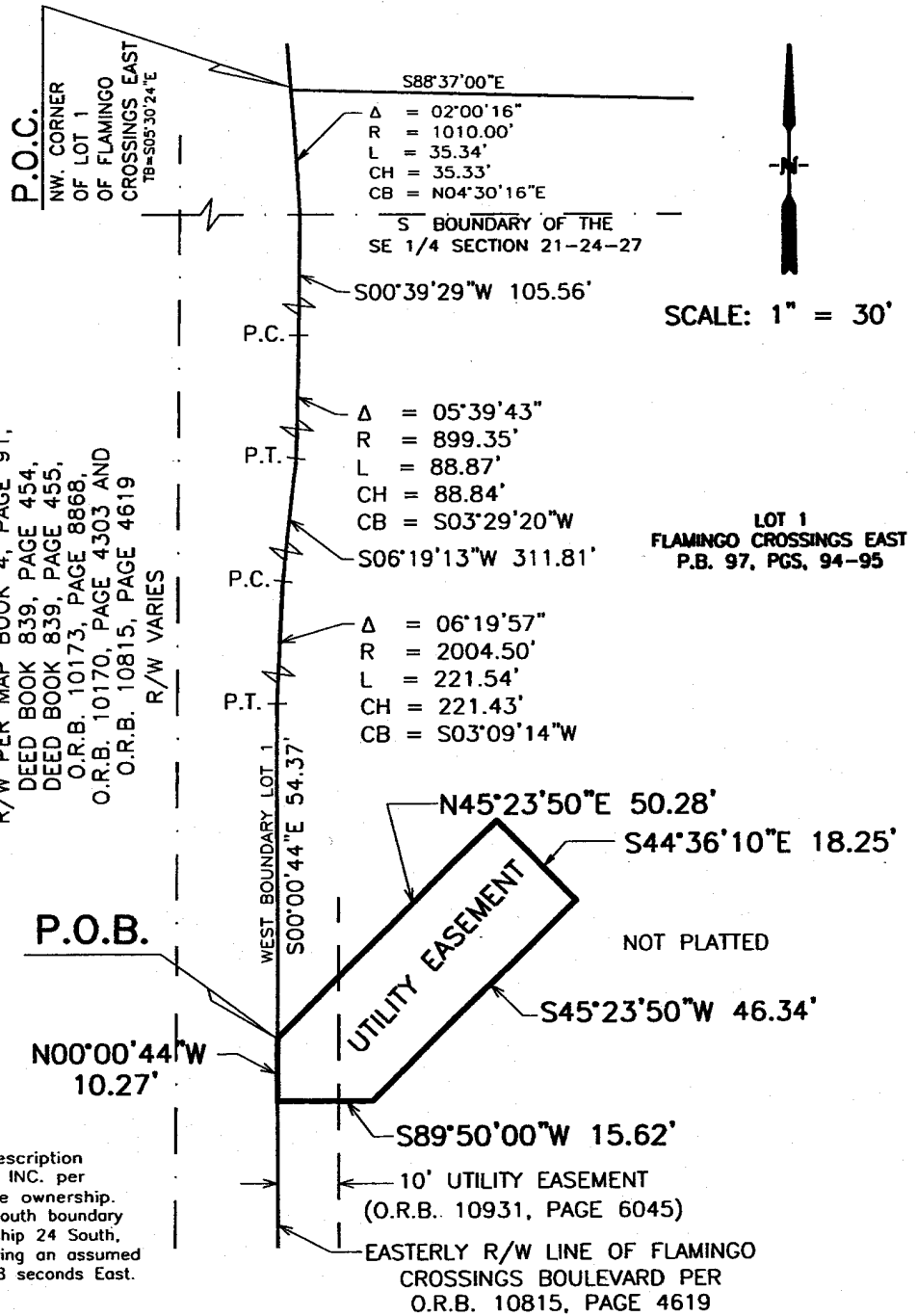
2600 EAST ROBINSON STREET
ORLANDO, FLORIDA, 32803
407-898-7780

JOB NO. 29177-6 Sheet 1 of 2 Sheets
29177 UTILITY EASEMENT-R3.DWG

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR DESCRIPTION: UTILITY EASEMENT

PROJECT NAME: FLAMINGO CROSSINGS LLC HOUSING-EAST-NC-SITE WORK
 BUILDING DEPARTMENT PERMIT NUMBER: B18903386



LEGEND

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FOR: **FLAMINGO CROSSINGS, LLC**

DATE: 01-17-2020 DRAWN BY: ADA

JOB NO. 29177-6 Sheet 2 of 2 Sheets
 29177 UTILITY EASEMENT-R3.DWG

JONES, WOOD & GENTRY, INC.
 PROFESSIONAL SURVEYORS AND MAPPERS - LBI
 2600 EAST ROBINSON STREET
 ORLANDO, FLORIDA, 32803
 407-898-7780

SKETCH OF DESCRIPTION

UTILITY EASEMENT

DESCRIPTION

That Part of LOT 1, FLAMINGO CROSSINGS EAST according to the plat thereof as recorded in Plat Book 97, Pages 94 and 95 of the Public Records of Orange County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of LOT 1, FLAMINGO CROSSINGS EAST as recorded in Plat Book 97, Pages 94 and 95 of the Public Records of Orange County, Florida, thence North 00 degrees 18 minutes 35 seconds East 13.60 feet along the West boundary of said Lot 1 to the beginning of a non-tangent curve concave Westerly and having a radius of 1175.00 feet; thence from a tangent bearing of North 15 degrees 18 minutes 00 seconds East run Northerly 143.70 feet along the arc of said curve and said West boundary through a central angle of 07 degrees 00 minutes 26 seconds to the end of said curve; thence North 81 degrees 42 minutes 32 seconds West 5.50 feet along said West boundary; thence North 08 degrees 17 minutes 29 seconds East 50.93 feet along said West boundary to the POINT OF BEGINNING; thence continue thence North 08 degrees 17 minutes 29 seconds East 10.05 feet along said West boundary; thence South 87 degrees 26 minutes 56 seconds East 14.77 feet; thence South 89 degrees 38 minutes 44 seconds East 8.46 feet; thence South 00 degrees 21 minutes 16 seconds West 10.00 feet; thence North 89 degrees 38 minutes 44 seconds West 8.65 feet; thence North 87 degrees 26 minutes 26 seconds West 15.97 feet to the Point of Beginning.

CONTAINING: 239 square feet, more or less.

Flamingo Crossings LLC
Housing-East-NC-Site Work Only
Building Department Permit Number:
B-18903386"

NOTES

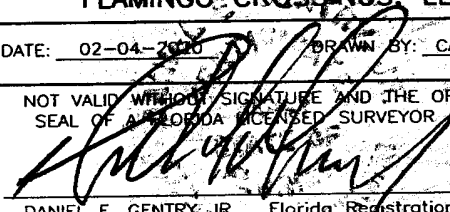
1. THIS IS NOT A SURVEY.
2. This Plat represents a Sketch of the Description prepared by JONES, WOOD and GENTRY, INC. per client's instruction and does not indicate ownership.
3. Bearings shown hereon are based on the West boundary of the Northeast 1/4 of Section 28, Township 24 South, Range 27 East, Orange County, Florida, having an assumed bearing of South 00 degrees 17 minutes 54 seconds West.

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FOR: **FLAMINGO CROSSINGS, LLC**

DATE: 02-04-2020 DRAWN BY: CAS

NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER


DANIEL E. GENTRY, JR. Florida Registration Number 5047

JONES, WOOD & GENTRY, INC.

PROFESSIONAL SURVEYORS AND MAPPERS - LBI

9645 EAST COLONIAL DRIVE
SUITE 114
ORLANDO, FLORIDA, 32817
407-898-7780

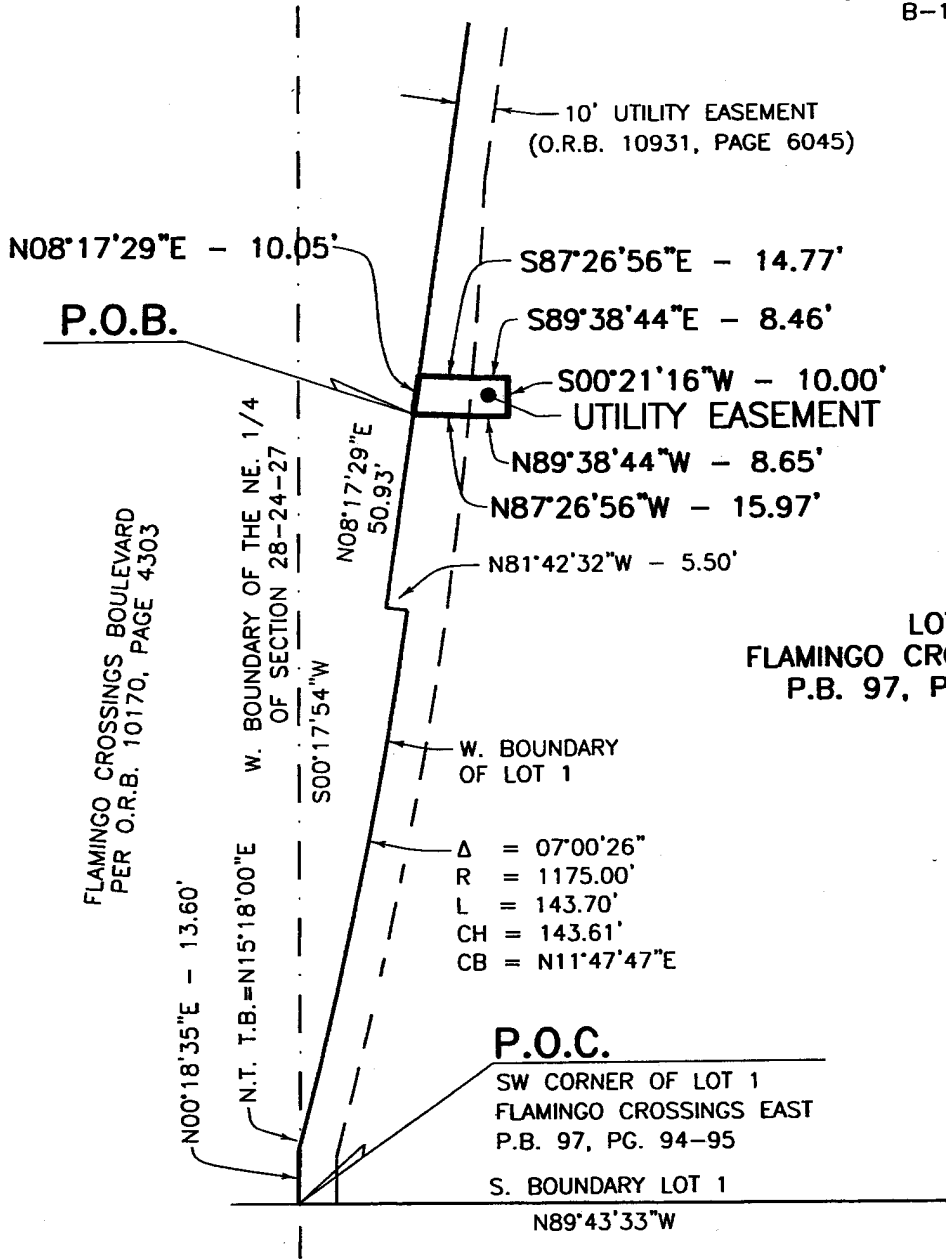
JOB NO. 29177-5 Sheet 1 of 2 Sheets
177-FM SOD.DWG

RH
2/11/20

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR DESCRIPTION

Flamingo Crossings LLC
 Housing-East-NC-Site Work Only
 Building Department Permit Number:
 B-18903386".



SCALE: 1" = 50'

LOT 1
 FLAMINGO CROSSINGS EAST
 P.B. 97, PGS, 94-95

LEGEND

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- Δ = CENTRAL ANGLE

FOR: **FLAMINGO CROSSINGS, LLC**

DATE: 02-04-2020 DRAWN BY: CAS

JOB NO. **29177-5** Sheet 2 of 2 Sheets
 177-FM SOD.DWG

JONES, WOOD & GENTRY, INC.
 PROFESSIONAL SURVEYORS AND MAPPERS - LB1
 9645 EAST COLONIAL DRIVE
 SUITE 114
 ORLANDO, FLORIDA, 32817
 407-898-7780

24
 2/2/20

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
BOARD OF SUPERVISORS REPORT 7.2a

Board Meeting Date: 1/23/2025

Subject: Semi-Annual Report of Easements

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Informational Report Only

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION: N/A

BACKGROUND:

Resolution No. 565 authorizes the District Administrator to execute routine non-exclusive temporary and permanent easements on behalf of the District from time to time. These easements are of a routine nature and are substantially consistent with the forms of agreement reviewed and approved by the Board under Resolution No. 565.

FINDINGS AND CONCLUSIONS: A provision of Resolution No. 565 is that a semi-annual report of easements is presented to the Board of Supervisors.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

None. Completing and filing this report is a requirement of Resolution No. 565.

SUPPORT MATERIALS:

A copy of the itemized log and easements is provided.

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

LOG #44 – July through December 2024

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
7/10/2024	From CFTOD to SAI Flamingo Crossing, LLC.	Non-Exclusive Temporary Easement Agreement	<p>TCE to SAI Flamingo Crossing, LLC. for sanitary sewer connection and sanitary sewer service under and along Hartzog Road.</p> <p>For the purpose of: (i) construction and installation of a sidewalk, sanitary sewer forcemain connection and sanitary sewer service lateral (the “Work”); and, 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>
12/9/2024	From CFTOD to Kissimmee Utility Authority	Non-Exclusive Temporary Easement Agreement	<p>TCE to Kissimmee Utility Authority for emergency repairs to existing power lines along C-1 Canal, South of US-192.</p> <p>For the purpose of: (i) installing two temporary guy anchors outside of the fifteen foot wide drive access path along the levee and placing a limited area of 57 stone along the access path to support necessary equipment for this work and then subsequent removal of guy anchors and 57 stone placed on the access path that is not covered under the existing easement conditions (the “Work”); and, in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time.</p>

DATE	BY AND BETWEEN	TYPE OF EASEMENT	EASEMENT FOR:
12/20/2024	From WDPR to CFTOD	Non-Exclusive Temporary Easement Agreement	<p>TCE from WDPR for repairs to an existing stormwater drainage structure near the L-402 Canal.</p> <p>For the purpose of: (i) repairing existing stormwater drainage structure that was damaged along with ancillary work associated with those repairs (the “Work”); and, 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>

NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE TEMPORARY EASEMENT AGREEMENT (“Temporary Easement Agreement”) is made as of the Effective Date (as hereinafter defined) by and between **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation, whose mailing address is 1375 Buena Vista Drive, Lake Buena Vista, Florida 32830, Attention: Legal Department – Real Estate (“Grantor”), and the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 (“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) repairing existing stormwater drainage structures that were damaged along with ancillary work associate with those repairs (the “Work”); and, in connection therewith (ii) access to and from the Easement Area, over and through adjacent public roads, alleys, sidewalks and other designated portions of the Property as Grantor may designate from time to time (as hereinafter provided) (items (i) and (ii) hereinabove are sometimes referred to as the “permitted use”); and

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

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

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

2. **Grant and Use of Easement.** Grantor grants to Grantee a non-exclusive temporary easement (this “Easement”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of Orange County, Florida and to the rights, if any, of any other governmental or quasi-governmental authorities to locate, construct, maintain, improve and replace roadways and roadway related improvements and utilities over, through, upon and/or across the Easement Area. This Easement shall be used by Grantee (and its employees, contractors and agents) for the permitted use of the Easement Area and for no other purpose whatsoever. Grantee’s rights in connection therewith shall include the right to maintain temporary construction facilities on the Easement Area. Grantor reserves the right to identify specific routes and other means of vehicular and pedestrian ingress and egress (in addition to existing public roads, alleys and sidewalks) to and from the Easement Area across the balance of the Property. Thereafter, only such routes and other means of vehicular and pedestrian access designated by Grantor shall be used by Grantee. This Easement shall terminate on **December 31, 2025** (the “Termination Date”). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

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

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

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

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

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

d) relocate, alter or modify, or cause Grantee to relocate, alter or modify, the location of all or any portion of the Work to another location either within or outside of the Easement Area, from time to time, in Grantor's sole discretion, at 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 Work is to be relocated. Grantee (at Grantor's cost) shall cooperate with Grantor in taking all steps necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Temporary Easement Agreement and the relocation, alteration or modification of the Easement Area or the Work. If any or all of the Easement Area or the Work is to be relocated, altered, or modified, Grantee shall, upon Grantor's request (and at Grantor'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 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 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, 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 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 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, to the extent allowed by law, hereby release, indemnify, defend, and hold harmless Grantor from and against all claims, liabilities, suits, judgments, liens, damages, penalties, fines, interest, costs, and expenses (including without limitation, those relating to injuries to persons (including, without limitation, loss of life) or for damage, destruction or theft of property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by or asserted against the Grantor 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, 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 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 Grantor in the defense of any such claims or action including, without limitation, the employment, at the sole expense of Grantee, of legal counsel satisfactory to the parties to this Temporary Easement Agreement. Grantee's liability and the indemnity provided herein shall survive the expiration or sooner termination of this Temporary Easement Agreement as to events which occurred prior to such expiration or termination. For the purposes of this Paragraph 8, Grantor shall be defined as the Grantor in the preamble to this Temporary Easement Agreement and its affiliates.

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

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

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

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

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

8. **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.

9. **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.

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: Walt Disney Parks and Resorts U.S., Inc.
1375 Buena Vista Drive, Post Office Box 10000
Lake Buena Vista, Florida 32830
Attn: Chief Counsel – Legal Department

If to Grantee: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: District Administrator
Facsimile: (407) 934-6200

With a copy to: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: Legal Counsel

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

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 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:

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

[Signature] (Signature)
LOWELL FLATFORD (Print Name)

[Signature] (Signature)
Katherine Dellacasa (Print Name)

By: [Signature] (Signature)
SEAN ROBERTS (Print Name)

Its: ASSISTANT CHIEF COUNSEL (Title)

Dated: 12/18/24

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of December, 2024, by SEAN ROBERTS, as ASSISTANT CHIEF COUNSEL of WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation, on behalf of the company. He is personally known to me or produced as identification.

[Notary Seal]



Lowell Flatford
Comm.: HH 585316
Expires: Oct. 28, 2028
Notary Public - State of Florida

[Signature]
Notary Public
LOWELL FLATFORD
Name typed, printed or stamped
My Commission Expires: 10/28/28

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, a public corporation and public body corporate and politic of the State of Florida

Mauricio (Signature)

Michele Dicus (Print Name)

[Signature] (Signature)

Ron Payne (Print Name)

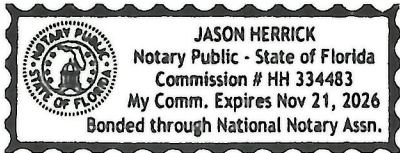
By: S. C. Kopelousos (Signature)
S. C. Kopelousos, District Administrator

Dated: 12/20/24

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of December, 2024, by **S. C. Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT 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
Jason D. Herrick
Name typed, printed or stamped
My Commission Expires: 11/21/26

EXHIBIT "A"

Description of Temporary Easement Area (1 of 3)

DESCRIPTION:

A parcel of land lying in Section 36, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of said Section 36, run along the South line of the Southeast 1/4 of said Section 36, S 89°50'04" W, 2269.18 feet; thence N 00°09'56" W, 2141.14 feet to the Point of Beginning; thence S 10°36'17" W, 378.56 feet; thence S 23°49'10" W, 401.61 feet to a point of curvature of a curve concave Northwesterly having a radius of 400.00 feet, and a central angle of 33°49'00"; thence run Southwesterly along the arc of said curve, 236.08 feet; thence S 57°38'10" W, 203.98 feet; thence S 55°07'46" W, 104.79 feet; thence N 18°44'37" W, 119.03 feet; thence N 11°34'33" W, 49.01 feet to a point of curvature of a curve concave Southwesterly having a radius of 84.15 feet, and a central angle of 41°39'22"; thence run Northwesterly along the arc of said curve, 61.18 feet; thence N 53°13'55" W, 136.99 feet to a point of curvature of a curve concave Northeasterly having a radius of 666.84 feet, and a central angle of 12°03'03"; thence run Northwesterly along the arc of said curve, 140.26 feet; thence N 40°00'55" W, 289.08 feet to a point on a non-tangent curve concave Southerly having a radius of 758.30 feet, and a central angle of 20°31'08"; thence from a tangent bearing of N 61°45'01" W run Westerly along the arc of said curve, 271.56 feet; thence N 86°05'34" W, 200.72 feet to a point on a non-tangent curve concave Northeasterly having a radius of 110.06 feet, and a central angle of 57°43'41"; thence from a tangent bearing of N 85°42'41" W run Northwesterly along the arc of said curve, 110.89 feet; to a point of compound curvature of a curve concave Easterly having a radius of 321.73 feet, and a central angle of 19°26'10"; thence run Northerly along the arc of said curve, 109.14 feet; thence N 08°32'51" W, 173.36 feet; thence N 35°06'32" W, 51.06 feet; thence N 04°00'48" W, 16.43 feet; thence N 12°35'39" W, 46.72 feet; thence N 26°28'31" E, 13.79 feet; thence N 21°38'58" E, 57.28 feet; thence N 52°34'43" E, 147.46 feet to a point on a non-tangent curve concave Westerly having a radius of 104.16 feet, and a central angle of 78°04'16"; thence from a tangent bearing of N 53°43'10" E run Northerly along the arc of said curve, 141.93 feet; thence N 24°21'06" W, 67.32 feet; thence N 07°02'29" E, 53.08 feet; thence N 22°58'33" E, 54.08 feet; thence N 82°57'43" E, 61.36 feet; thence N 52°26'31" E, 100.54 feet; thence N 03°50'06" E, 113.59 feet; thence N 11°42'42" E, 66.25 feet; thence N 28°09'54" W, 94.29 feet; thence N 47°18'44" E, 175.27 feet; thence S 37°27'08" E, 258.08 feet; thence S 27°13'30" W, 115.20 feet; thence S 74°38'36" W, 67.65 feet; thence S 53°57'48" W, 144.37 feet; thence S 33°48'24" W, 242.91 feet; thence S 12°03'37" E, 18.63 feet to a point on a non-tangent curve concave Westerly having a radius of 134.16 feet, and a central angle of 64°40'17"; thence from a tangent bearing of S 10°57'07" E run Southerly along the arc of said curve, 151.43 feet; thence S 53°43'10" W, 72.11 feet; thence S 02°03'04" W, 305.47 feet to a point of curvature of a curve concave Easterly having a radius of 291.73 feet, and a central angle of 30°02'04"; thence run Southerly along the arc of said curve, 152.92 feet; to a point of compound curvature of a curve concave Northeasterly having a radius of 80.06 feet, and a central angle of 57°39'44"; thence run Southeasterly along the arc of said curve, 80.57 feet; thence S 86°05'34" E, 201.60 feet to a point on a non-tangent curve concave Southerly having a radius of 788.30 feet, and a central angle of 21°00'54"; thence from a tangent bearing of S 82°20'34" E run Easterly along the arc of said curve, 289.13 feet; thence S 40°00'55" E, 294.47 feet to a point on a non-tangent curve concave Northeasterly having a radius of 636.84 feet, and a central angle of 12°01'26"; thence from a tangent bearing of S 41°12'30" E run Southeasterly along the arc of said curve, 133.64 feet; thence S 53°13'55" E, 136.99 feet to a point of curvature of a curve concave Southwesterly having a radius of 114.15 feet, and a central angle of 41°39'22"; thence run Southeasterly along the arc of said curve, 82.99 feet; thence S 11°34'33" E, 49.01 feet to a point of curvature of a curve concave Northeasterly having a radius of 52.00 feet, and a central angle of 110°47'17"; thence run Southeasterly along the arc of said curve, 100.55 feet; thence N 57°38'10" E, 203.98 feet to a point of curvature of a curve concave Northwesterly having a radius of 370.00 feet, and a central angle of 33°49'00"; thence run Northeasterly along the arc of said curve, 218.38 feet; thence N 23°49'10" E, 398.13 feet; thence N 10°36'17" E, 379.32 feet to a point on a non-tangent curve concave Northerly having a radius of 491.00 feet, and a central angle of 03°32'09"; thence from a tangent bearing of S 69°36'19" E run Easterly along the arc of said curve, 30.30 feet; to the Point of Beginning.

EXHIBIT "A"

Description of Temporary Easement Area (2 of 3)

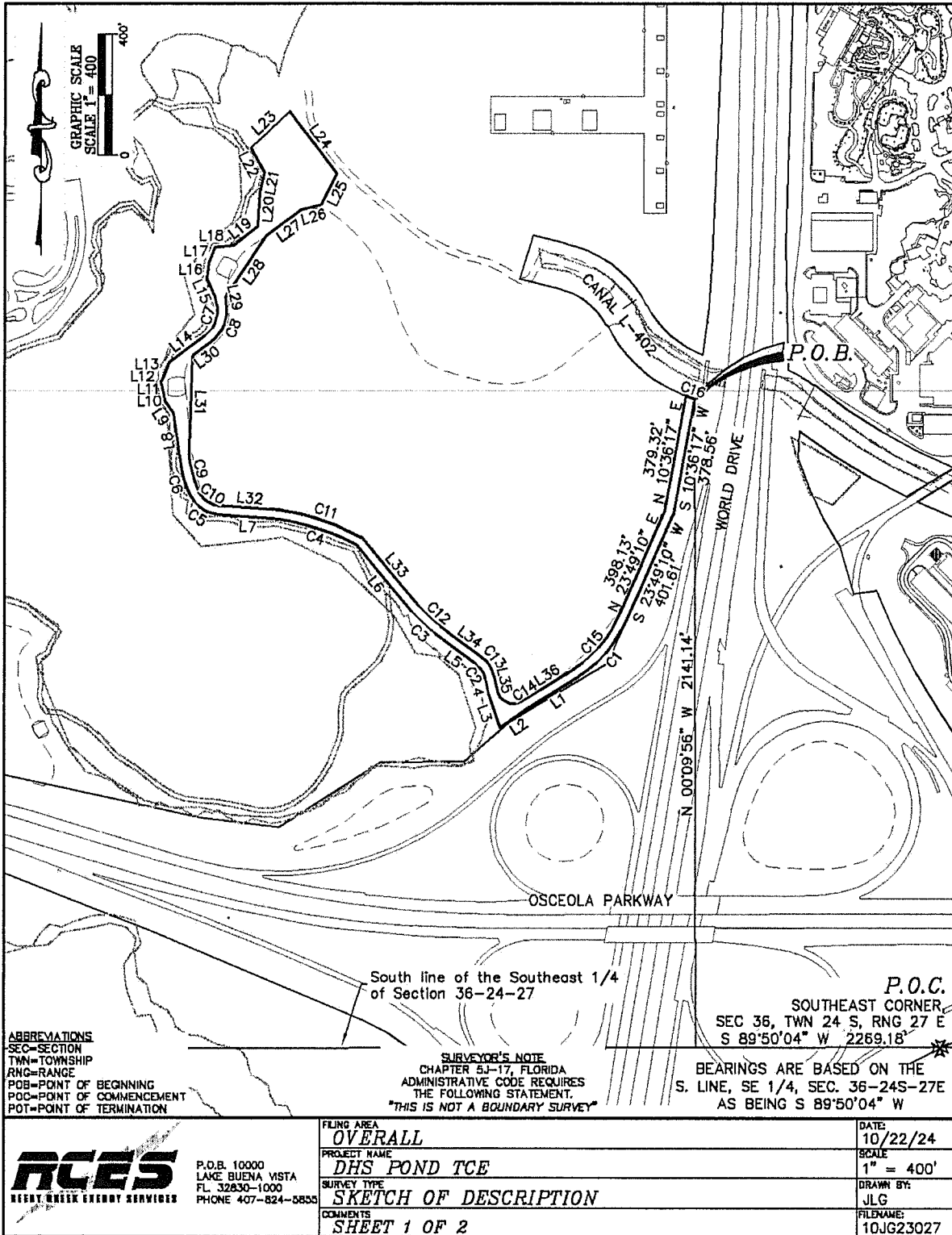


EXHIBIT "A"

Description of Temporary Easement Area (3 of 3)

TANGENT TABLE

LINE#	BEARING	DIST.
L1	S 57°38' 10" W	203.98
L2	S 55°07' 46" W	104.79
L3	N 18°44' 37" W	119.03
L4	N 11°34' 33" W	49.01
L5	N 53°13' 55" W	136.99
L6	N 40°00' 55" W	289.08
L7	N 86°05' 34" W	200.72
L8	N 08°32' 51" W	173.36
L9	N 35°06' 32" W	51.06
L10	N 04°00' 48" W	16.43
L11	N 12°35' 39" W	46.72
L12	N 26°28' 31" E	13.79
L13	N 21°38' 58" E	57.28
L14	N 52°34' 43" E	147.46
L15	N 24°21' 06" W	67.32
L16	N 07°02' 29" E	53.08
L17	N 22°58' 33" E	54.08
L18	N 82°57' 43" E	61.36
L19	N 52°26' 31" E	100.54
L20	N 03°50' 06" E	113.59
L21	N 11°42' 42" E	66.25
L22	N 28°09' 54" W	94.29
L23	N 47°18' 44" E	175.27
L24	S 37°27' 08" E	258.08
L25	S 27°13' 30" W	115.20
L26	S 74°38' 36" W	67.65
L27	S 53°57' 48" W	144.37
L28	S 33°48' 24" W	242.91
L29	S 12°03' 37" E	18.63
L30	S 53°43' 10" W	72.11
L31	S 02°03' 04" W	305.47
L32	S 86°05' 34" E	201.60
L33	S 40°00' 55" E	294.47
L34	S 53°13' 55" E	136.99
L35	S 11°34' 33" E	49.01
L36	N 57°38' 10" E	203.98

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANG. BRG.
C1	400.00	33°49' 00"	236.08	
C2	84.15	41°39' 22"	61.18	
C3	666.84	12°03' 03"	140.26	
C4	758.30	20°31' 08"	271.56	N 61°45' 01" W
C5	110.06	57°43' 41"	110.89	N 85°42' 41" W
C6	321.73	19°26' 10"	109.14	
C7	104.16	78°04' 16"	141.93	N 53°43' 10" E
C8	134.16	64°40' 17"	151.43	S 10°57' 07" E
C9	291.73	30°02' 04"	152.92	
C10	80.06	57°39' 44"	80.57	
C11	788.30	21°00' 54"	289.13	S 82°20' 34" E
C12	636.84	12°01' 26"	133.64	S 41°12' 30" E
C13	114.15	41°39' 22"	82.99	
C14	52.00	110°47' 17"	100.55	
C15	370.00	33°49' 00"	218.38	
C16	491.00	03°32' 09"	30.30	S 69°36' 19" E



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

FILING AREA
OVERALL
PROJECT NAME
DHS POND TCE
SURVEY TYPE
SKETCH OF DESCRIPTION
COMMENTS
SHEET 2 OF 2

DATE:
10/22/24
SCALE:
1" = 400'
DRAWN BY:
JLG
FILENAME:
10JG23027

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 **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, whose mailing address is Post Office Box 690519, Orlando, Florida 32869-0519 (“Grantor”), and **KISSIMMEE UTILITY AUTHORITY**, a body politic organized and existing pursuant to a separate charter amendment of the City of Kissimmee, Florida and under the laws of the State of Florida, whose mailing address is 1701 West Carroll Street, Kissimmee, Florida 34741 (“Grantee”).

WITNESSETH:

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) installing two temporary guy anchors outside of the fifteen foot wide drive access path along the levee and placing a limited area of 57 stone along the access path to support necessary equipment for this work and then subsequent removal of guy anchors and 57 stone placed on access path that is not covered under the existing easement conditions (the “Emergency 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 Emergency Work is located, subject to the terms and conditions set forth below.

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

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

2. **Grant and Use of Easement**. Grantor grants to Grantee a non-exclusive temporary easement (this “Easement”) on, over, under and across the Easement Area. This Easement is subject and subordinate to the terms, conditions, restrictions, and limitations set forth herein and in other recorded and unrecorded easements, reservations, rights-of-way, licenses, restrictions, conditions, and limitations affecting the Easement Area and the Property. This Easement is also subject and subordinate to the rights of 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 employees, contractors, agents, subcontractors, invitees and representatives) 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 1, 2025** (the “Termination Date”). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

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

3. **Limitation of Rights.** This Temporary Easement Agreement creates a non-exclusive temporary Easement, and Grantee does not and shall not (at any time) claim any interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement or Grantee's use of the Easement Area pursuant hereto. Furthermore, except as provided in and subject to Paragraph 5(d), hereinbelow, no new facilities shall be constructed on the Easement Area without the prior written consent of Grantor, which may be withheld in Grantor's sole and absolute discretion. No provision of this Agreement is intended, nor shall be construed, to benefit any party not a signatory hereto.

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 Emergency 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 Emergency 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 Emergency Work. If any or all of the Easement Area or the Emergency 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 Emergency Work, restore the Easement Area to the same condition existing at the time of the execution of this Temporary Easement Agreement, and commence use of the new location designated by Grantor; and

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

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

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

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

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

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

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

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

f) operate, maintain, replace, and repair the Emergency 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 Emergency 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 Central Florida Tourism Oversight 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. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by either party of its sovereign immunity, and any accompanying limitations on liability pursuant to same, as set forth in Florida Statutes, Chapter 768, Section 768.28.

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, including excess 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: Central Florida Tourism Oversight District
190 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: District Administrator

With a copy to: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: Legal Counsel

If to Grantee: Kissimmee Utility Authority
1701 West Carroll Street
Kissimmee, Florida 34741
Attn: Vice President of Operations

With a copy to: Kissimmee Utility Authority
1701 West Carroll Street
Kissimmee, Florida 34741
Attn: General Counsel

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

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

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

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

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

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

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

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

[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:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, a public corporation and public body corporate and politic of the State of Florida

[Signature] (Signature)
Roy Payne (Print Name)
[Signature] (Signature)
C. Michael Crick (Print Name)

By: [Signature] (Signature)
S. C. Kopelousos, District Administrator

Dated: 12/16/24

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of December, 2024, by S. C. Kopelousos, as District Administrator of the CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. She is personally known to me or produced _____ as identification.

[Notary Seal] JASON HERRICK
Notary Public - State of Florida
Commission # HH 334483
My Comm. Expires Nov 21, 2026
Bonded through National Notary Assn.

[Signature]
Notary Public
Jason D. Herrick
Name typed, printed or stamped
My Commission Expires: 11/21/26

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

KISSIMMEE UTILITY AUTHORITY,
a body politic organized and existing pursuant to a separate
charter amendment of the City of Kissimmee, Florida and under
the laws of the State of Florida

Terri Biller (Signature)
Terri Biller (Print Name)

Jeffrey L. Sizemore (Signature)
JEFFREY L. SIZEMORE (Print Name)

[Signature] (Signature)
By: _____ (Signature)

Brian Horton, President & General Manager

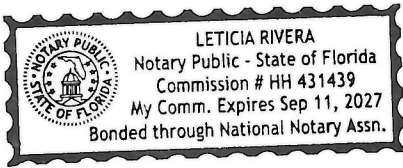
Its: President & General Manager (Title)

Dated: December 16, 2024

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this 16 day of December, 2024, by **Brian Horton**, as President and General Manager
of **KISSIMMEE UTILITY AUTHORITY**, a body politic organized and existing pursuant to a separate charter
amendment of the City of Kissimmee, Florida and under the laws of the State of Florida, on behalf of the company.
He is personally known to me or produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public
Leticia Rivera
Name typed, printed or stamped
My Commission Expires: 9/11/2027

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 Central Florida Tourism Oversight District (hereinafter "CFTOD") 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 CFTOD's Manager of Planning & Engineering (hereinafter "**Engineer**"), at 1920 East Buena Vista Drive, 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 CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD 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 CFOD property shall be restored to its original condition, to the extent practicable, in keeping with CFTOD specifications and in a manner satisfactory to CFTOD.
7. Installations shall conform to CFTOD's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to CFTOD'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 CFTOD), 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 CFTOD. 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 CFTOD 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 CFTOD's construction work, to coordinate with CFTOD before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with CFTOD and with CFTOD's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of CFTOD or CFTOD's contractor(s). Permittee further agrees to defend any legal claims of CFTOD or CFTOD'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 CFTOD 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 CFTOD. Permittee shall cooperate with CFTOD 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 CFTOD. 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 CFTOD 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 CFTOD, shall be found not to be in compliance with CFTOD'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 CFTOD 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 CFTOD) for location (horizontally and vertically) of existing facilities within CFTOD's corridor.
 - b) Permittee further covenants and agrees that it shall indemnify, hold harmless and defend CFTOD, 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 CFTOD.
19. This Permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without CFTOD's prior written consent.
20. CFTOD 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: _____
CFTOD 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 CFTOD sign identification number must be provided to CFTOD.

NOTE: The Central Florida Tourism Oversight District (CFTOD) 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 CFTOD has also adopted the signage standards specific to CFTOD. All proposed signage must be reviewed and approved by the CFTOD 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 CFTOD 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 **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 690519, Orlando, Florida 32869-0519 (“Grantor”), and **SAI FLAMINGO CROSSING LLC**, a Florida Limited Liability Company, whose mailing address is 11066 Ullswater Lane, Windermere, Florida 34786 (“Grantee”).

WITNESSETH:

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

WHEREAS, Grantee desires to obtain a non-exclusive easement on, over, under and across the portion or portions of the Property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Easement Area”), for the purpose of: (i) construction and installation of a sidewalk, sanitary sewer forcemain connection and sanitary sewer service lateral (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 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 **January 31, 2025** (the “Termination Date”). This Temporary Easement Agreement and this Easement granted hereby shall automatically terminate and shall be of no further force and effect on the Termination Date. This Temporary Easement Agreement shall not be recorded in the public records, and, notwithstanding the foregoing, this Temporary Easement Agreement shall automatically terminate if it is recorded in the public records.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) Grantee acknowledges that it (i) has physically inspected the Easement Area; and (ii) accepts the Easement Area "AS IS" and "WHERE IS" with full knowledge of the condition thereof and subject to all the terms, conditions, restrictions, and limitations applicable thereto. Grantee, for and on behalf of itself and its employees, contractors, agents, grantees, representatives, and invitees, assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) sustained from the activities, operations or use of the Easement Area (or use of the portions of the Property made available for ingress and egress) by Grantee, its employees, contractors, agents, grantees, representatives, and invitees. Grantee (for itself, its employees, contractors, agents, grantees, representatives, and invitees and for those claiming by, through or under any of them) shall hereby release, indemnify, defend, and hold harmless the Central Florida Tourism Oversight 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 Two Million Dollars (\$2,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee hereunder or from or out of any act or omission of Grantee and Grantee's agents or contractors and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name 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:

Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519

Attn: District Administrator

With a copy to: Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard, P.O. Box 690519
Orlando, Florida 32869-0519
Attn: Legal Counsel

If to Grantee: SAI Flamingo Crossing LLC
11066 Ullswater Lane
Windermere, Florida 34786
Attn: Legal Counsel

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

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

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

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

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

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

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

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

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

WITNESSES TO GRANTOR:

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

Charles M. Criley (Signature)
Charles M. Criley (Print Name)

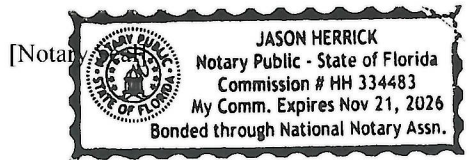
By: SKopelousos (Signature)
Stephanie Kopelousos, District Administrator

Paula J. Housington (Signature)
Paula J. Housington (Print Name)

Dated: July 10, 2024

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of July, 2024, by **Stephanie Kopelousos**, as District Administrator of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. She is personally known to me or produced _____ as identification.



Jason D. Herrick
Notary Public
Jason D. Herrick
Name typed, printed or stamped
My Commission Expires: 11/21/26

[SIGNATURES AND NOTARY CONTINUED ON FOLLOWING PAGE]

WITNESSES TO GRANTEE:

[Signature] (Signature)
A. Karamchandani (Print Name)

[Signature] (Signature)
ASH KAR (Print Name)

SAI FLAMINGO CROSSING LLC,
a Florida Limited Liability Company

By: [Signature] (Signature)
H. Karamchandani (Print Name)

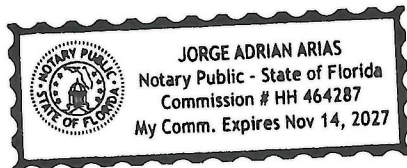
Its: Manages (Title)

Dated: 5/23/2024.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of May, 2024, by **Harry Karamchandani**, as Manager of **SAI FLAMINGO CROSSING LLC**, a Florida Limited Liability Company of the State of Florida, on behalf of the company. He is personally known to me or produced Florida Driver License as identification.

[Notary Seal]



[Signature]
 Notary Public
Jorge Adrian Arias
 Name typed, printed or stamped
 My Commission Expires: 11/14/2027

EXHIBIT "A"

Temporary Easement Area

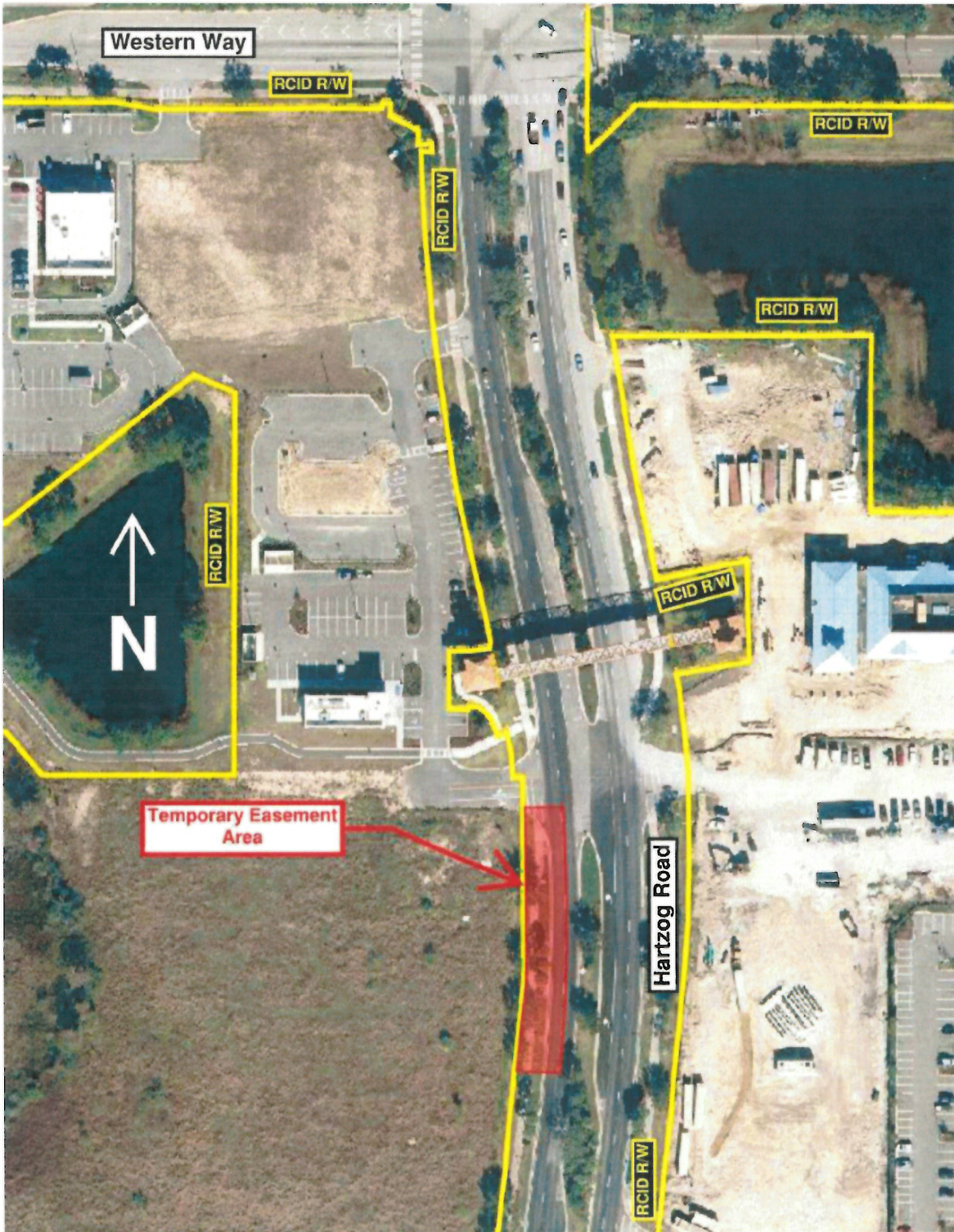


EXHIBIT "B"

FORM OF RIGHT OF WAY PERMIT

DATE _____ PERMIT NUMBER _____

CORRIDOR: Road / Canal Name _____

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

PERMITTEE: _____

ADDRESS: _____

PHONE: _____

Permittee is requesting permission from the Central Florida Tourism Oversight District (hereinafter "CFTOD") 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

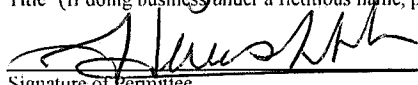
3. The office of CFTOD's Manager of Planning & Engineering (hereinafter "Engineer"), at 1920 East Buena Vista Drive, Lake Buena Vista, Florida 32830, telephone (407) 828-2250, must be notified 48 hours prior to commencement and again immediately upon completion of the Work.
4. The Work may require authorization 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 CFTOD prior to commencement of the Work.
5. All Work, including materials and equipment, must meet CFTOD 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 CFOD property shall be restored to its original condition, to the extent practicable, in keeping with CFTOD specifications and in a manner satisfactory to CFTOD.
7. Installations shall conform to CFTOD's requirements, specifications and procedures in place, as amended from time to time.
8. Plans for the installation shall conform to CFTOD'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 CFTOD), 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 CFTOD 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 CFTOD's construction work, to coordinate with CFTOD before proceeding with such removal, resetting or relocation, and to otherwise cooperate in all respects with CFTOD and with CFTOD's contractor(s) to arrange the sequence of work so as not to unnecessarily delay the work of CFTOD or CFTOD's contractor(s). Permittee further agrees to defend any legal claims of CFTOD or CFTOD'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 CFTOD 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 CFTOD. Permittee shall cooperate with CFTOD 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 CFTOD. 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 CFTOD 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 CFTOD, shall be found not to be in compliance with CFTOD'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 CFTOD 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 CFTOD) for location (horizontally and vertically) of existing facilities within CFTOD's corridor.
 - b) Permittee further covenants and agrees that it shall indemnify, hold harmless and defend CFTOD, 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 CFTOD.
19. This Permit may not be assigned or transferred by Permittee (including assignments by operation of Law) without CFTOD's prior written consent.
20. CFTOD 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 EDUARDO Teballeira
PRINT NAME
 Contact number (707) 433-1215

Submitted By: SAI Flamingo Crossing LLC 5/14/2024
Printed Name of Permittee Date
Manager
Title (If doing business under a fictitious name, provide proof of compliance with Law)

Signature of Permittee

Approved by: _____
CFTOD 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 CFTOD sign identification number must be provided to CFTOD.

NOTE: The Central Florida Tourism Oversight District (CFTOD) 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 CFTOD has also adopted the signage standards specific to CFTOD. All proposed signage must be reviewed and approved by the CFTOD 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 CFTOD 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: _____

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 8.1

Board Meeting Date: 1/23/2025

Subject: Equipment lease-purchase and professional services from Motorola Solutions, Inc.

Presented By: Joel Edwards

Department: District Fire Department

STAFF RECOMMENDATION (Motion Ready): Approve Agenda item #8.1, for equipment lease-purchase and professional services with Motorola Solutions, Inc. to replace and upgrade the District's P25 radio system controllers in the amount of \$1,317,491

RELEVANT STRATEGIC GOALS: Operational Excellence

PROOF OF PUBLICATION:

BACKGROUND: The District owns, operates, and maintains a public safety radio system utilized by the District Fire Department and various other District departments. The prime controller is an essential component of the radio system which assigns radio channels to users as they key up a radio. The current controller is at the end of its useful life (installed in 2008) and is required to be replaced. The new controller will be a virtualized server which will have less equipment to maintain, consumes less power, has a smaller footprint, and allows for remote configuration and expandability. This should provide a lower cost of ownership.

In addition to the replacement of the primary controller, Motorola will also be installing a geographically diverse secondary controller which will provide automatic and seamless switching in the event of a catastrophic loss of the primary controller. Together, the upgrade and secondary controller will enhance the District's ability to provide a public safety radio system that is reliable for all the District departments and other public safety agencies that utilize our system.

FINDINGS AND CONCLUSIONS: The Motorola Astro P25 radio system is a proprietary system which requires highly technical maintenance technicians to provide service and maintain system upgrades, including software. As a proprietary system, this is a single source vendor.

This system is also part of an interlocal agreement that allows local county law enforcement and fire departments to roam on each other's system, improving coverage for everyone in region. As part of this interlocal, each radio system owner is required to perform operational upgrades and repairs on the system to be able to maintain roaming agreements.

FISCAL IMPACT: This contract has been approved in the District’s 2025 annual budget as capital item, Virtual GeoPrime Site Replacement. This upgrade and purchase will be financed by Motorola over a three-year term as follows:

Year	Payment	Payment Due Date
FY2025 - DownPayment	\$ 402,902.00	2/1/2025
FY2026 - Year 1	\$ 457,294.46	2/1/2026
FY2027 - Year 2	\$ 457,294.46	2/1/2027
FY2028		
Total	\$ 1,317,490.92	

PROCUREMENT REVIEW: This service contract has been reviewed and approved for compliance with the District’s Procurement policies.

LEGAL REVIEW: The contract has been reviewed and approved for form and legality by the District Attorney.

ALTERNATIVE: Deny or Table

SUPPORT MATERIALS: Service proposal and municipal lease agreement attached.

Proposal

Central Florida Tourism Oversight District

Virtual Prime and Geo Upgrade

November 11, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola.

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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781 USA



November 11, 2024

Joel Edwards – Deputy Chief / Fire Marshall
Central Florida Tourism Oversight District
651 E Buena Vista Drive
Orlando, FL 32830

Subject: Virtual Prime Upgrade

Dear Chief Edwards,

Motorola Solutions, Inc. (“Motorola”) is pleased to have the opportunity to provide Central Florida Tourism Oversight District (CFTOD) with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To meet the functional and operational specifications of this solicitation our solution includes a combination of hardware, software, and services. Specifically this solution provides the upgrade of the existing prime site located at Harzog Road and add a Geographically Redundant Prime Site (GeoPrime) to the system.

This proposal consists of this cover letter and the Orange County Master Purchase Agreement (Y23-102), together with its Exhibits. This proposal shall remain valid through January 30, 2025. CFTOD may accept the proposal by delivering to Motorola the signed Agreement and Purchase Order. Any questions may be directed to your Motorola Account Executive, Cory Leverett, at (352) 322-0853 or your Motorola Manufacturer’s Representative, Bob Busch at (615) 477-8245.

We thank you for the opportunity to furnish CFTOD with “best in class” solutions, and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in blue ink, appearing to read 'Danny Sanchez', with a horizontal line extending to the right.

Danny Sanchez
Territory Vice President
North America Government Markets

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Section 1

System Description

1.1 System Overview

In response to the Central Florida's Tourism Oversight Districts's (CFTOD) request, Motorola Solutions, Inc. has provided the following proposal to upgrade the existing prime site located at Harzog Road and add a Geographically Redundant Prime Site (GeoPrime) to the system. The GeoPrime site will increase the resiliency of the system by allowing the system to continue operating even after experiencing the catastrophic loss of one Prime site. If the Prime Site becomes unavailable, the system automatically restores wide area operation with the second Prime Site. The existing Harzog Road prime site will be converted to Motorola's Virtualized Prime Site.

1.2 VIRTUAL PRIME SITE

1.2.1 Virtualized Prime Site

The Virtualized Prime Site is the next generation Simulcast/Voting Prime Site for ASTRO 25 trunking systems. Site Controller and Comparator voting applications are virtualized onto a common hardware platform, consolidating Fault Management and Configuration capabilities into a centralized location and allowing for easier implementation and maintenance. Virtualization also enables software-only expandability. For example, when adding base stations to a simulcast sub-system the Prime Site only needs to add voting software licenses to expand the capacity. As no additional hardware is required, this expansion can be done remotely.

This fully redundant platform offers a new, web-based configuration tool and access to critical applications for more advanced support without the need for additional hardware. With less equipment to maintain, less power being consumed, and a smaller physical footprint, the Virtualized Simulcast Prime Site lowers CFTOD's cost of ownership.

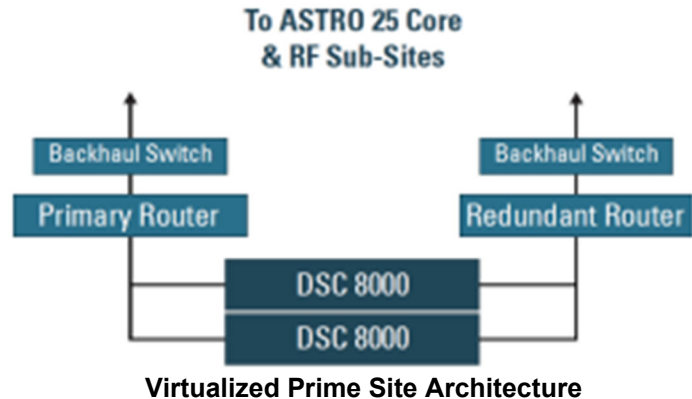
The proposed Virtualized Simulcast Prime Site supports the following features and configurations:

- FDMA/TDMA Voice Calls.
- Integrated Data.
- Local, Full Redundancy.
- Up to 18 Channels/Carriers
- Up to 32 Remote Sub-sites.

DSC 8000

As part of the Virtualized Prime Site, the DSC 8000 consolidates the capabilities of a site controller and voting comparator of the ASTRO 25 trunking simulcast sub-system into a single hardware unit. The DSC 8000 assigns voice and data channels, manages and reports alarms, provides Ethernet switching capabilities, and offers a timing reference for simulcast synchronization.

The DSC 8000 also provides an IP based voting and simulcast operation for trunking channels, picking up audio from multiple sites and performs a frame-by-frame analysis to build a high quality composite audio package for transmission. The DSC 8000 is provided in a redundant configuration, which means no single point of failure will cause the loss of any functionality or capacity at the Prime Site.



Networking

The Virtualized Prime Site routers are redundant and provide connectivity to both the ASTRO 25 core and RF sub-sites. In addition, two redundant backhaul switches connect to Ethernet links (e.g. point-to-point Ethernet links, or to connect to multiple ports on the Ethernet WAN transport backhaul network). When a Geo-Prime is added to a system, the redundant backhaul switches and the redundant Virtualized Prime Site routers are split between the two Virtualized Prime Sites.

1.2.2 Geographically Redundant ASTRO 25 Prime Site

Geographically redundant ASTRO 25 prime sites keep wide-area simulcast subsystems operating even after a catastrophic loss of one of the prime sites. If the prime site becomes unavailable, the system automatically restores wide area operation with the secondary prime site.

The ASTRO 25 system keeps users connected through a major catastrophe:

- Full functionality is provided on all the channels at the subsites.
- Redundant systems are easy to operate
 - All equipment is centrally managed
 - Simple, familiar system configuration and maintenance
 - Multiple locations appear to the system as a single prime site

The following Harzog Road Virtualized Prime site equipment is included in this proposal:

- Two (2) DSC 8000 Site Controllers
- One (1) Router

- One (1) Switch

The following Virtualized Geo-Prime site equipment at Fire Station 1 is included in this proposal:

- Two (2) DSC 8000 Site Controllers
- One (1) Router
- One (1) Switch
- One (1) TRAK GPS

Assumptions:

- There is sufficient space, utilities, AC circuits, and HVAC in the shelters to install the new rack of equipment.
- This equipment will replace the existing prime site equipment at the existing site. If the location changes then the equipment list will have to be revisited.
- The existing UPS and generators are capable of supporting the new equipment.
- The Virtualized Geo-Prime will be located at an existing Fire Station 1 site. No site walk has been conducted at the Geo VP site.
- CFTOD is responsible for rack space for the new Geo Virtual Prime site.
- There is an existing TRAK frequency reference with available ports at the Harzog Road primary Prime site.
- The existing site grounding meets R56 standards. Motorola has provided proposals to Orange County (site owner) to resolve the R56 deficiencies. To date the County has not contracted with Motorola for this effort, but we assume that the site will be rectified prior to the installation of the equipment proposed for the virtual prime site. Please note that CFTOD will be responsible for any potential damage to equipment prior to the corrections.
- Harzog Road Virtual Prime equipment will be installed in the existing rack.
- Motorola will work with the CFTOD on an agreed plan for cutover.
- Any CFTOD owned equipment or site/location upgrades or modifications are the responsibility of the CFTOD.
- CFTOD's maintenance agreement renews annually and any required updates for the virtual prime and GeoPrime sites will be included at the appropriate time—approximately 2 calendar years from this project's contract execution. Please note the equipment in this proposal will be covered for one year under our standard warranty. Please see Section 3 for the detailed scope and pricing for the updated maintenance proposal that will be in effect after the standard warranty period.

Section 2

Statement of Work

The document delineates the general responsibilities between Motorola and CFTOD as agreed to by contract.

2.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Install the Motorola-supplied equipment described above.
- Schedule the implementation in agreement with the CFTOD.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide specifications for the appropriate system interconnects.
- Obtain permitting if required for project implementation. Note - Permits should not be required assuming no electrical upgrades are needed.

2.2 CFTOD Responsibilities

CFTOD will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General CFTOD responsibilities include but are not limited to the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment. No additional network/IP will be needed from the IT department for this proposal.
- Obtain all licensing or site access required for project implementation.
- Obtain frequencies for project as required.
- Provide required system interconnections.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment before delivery to the site(s).
- Coordinate the activities of all CFTOD vendors or other contractors.

2.3 Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. To provide a firm quote Motorola will need to verify all assumptions or seek alternates if any are invalid.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56 - Standards and Guidelines for Communication Sites.

- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, appropriate internet access, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the CFTOD.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should your system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

Section 3

Service/Warranty

Motorola-manufactured and supplied radio communications equipment shall include a standard 12-month warranty that will begin after project acceptance. CFTOD's maintenance agreement renews annually and any required updates for the virtual prime and GeoPrime sites will be included at the appropriate time. The following summarizes the Essential Plus Services scope of work. For planning purposes, Motorola estimates the increase to the Annual maintenance agreement 2 years from contract signing of about \$68,818.

Motorola Solutions' ASTRO® 25 Essential Plus Services (Essential Plus Services) provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Essential Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Essential Services consist of the following elements:

- 1 Remote Technical Support
- 2 Network Hardware Repair
- 3 Security Update Service
- 4 On-site Infrastructure Response
- 5 Annual Preventative Maintenance
- 6 Network Event Monitoring (Optional)
- 7 Remote Security Update Services (Optional)

Each of these elements is summarized below and expanded upon in Section 1.3: Essential Plus Services Detailed Description. In the event of a conflict between the descriptions below and an individual subsection of **Section 1.3: Essential Plus Services Detailed Description**, the individual subsection prevails.

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy (SwSP).

Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

Network Hardware Repair

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

Security Update Service

Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network. Once tested, Motorola Solutions posts the updates to a secured extranet website, along with any recommended configuration changes, warnings, or workarounds.

On-site Infrastructure Response

When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

Annual Preventive Maintenance

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

Network Event Monitoring (Optional)

Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.

Remote Security Update Service (Optional)

Motorola will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network, and remotely push the updates to the Customer's network.

– Motorola Solutions Service Delivery Ecosystem

Essential Plus Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and Customer Hub. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

▪ Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24/7/365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management (CRM) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

▪ **Field Service**

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

▪ **Customer Support Manager**

A Motorola Solutions Customer Support Manager (CSM) will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan (CSP) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services.

▪ **Repair Depot**

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

▪ **Customer Hub**

Supplementing the CSM and the Service Desk as the Customer points of contact, Customer Hub is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:

- 8 **Remote Technical Support:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- 9 **Network Hardware Repair:** Track return material authorizations (RMA) shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- 10 **Security Update Service:** View available security updates. Access available security update downloads.
- 11 **On-site Infrastructure Response:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- 12 **Annual Preventive Maintenance:** View incident status and details of each annual change request for preventive maintenance, including completed checklist information for the incident.

13 **Orders and Contract Information:** View available information regarding orders, service contracts, and service coverage details.

Section 4

Equipment List

QTY	NOMENCLATURE	DESCRIPTION	Ext List Price	Ext Discounted Price
1	SQM01SUM0323A	ASTRO MASTER SITE	\$ -	\$ -
2	CA01316AA	ADD:UNC ADDTL DEVICE LIC (QTY 10)	\$ 3,000	\$ 2,550
1	CA03517AD	ADD: CORE EXPANSION	\$ -	\$ -
1	SQM01SUM0320A	VIRTUALIZED PRIME SITE	\$ 9,500	\$ 8,075
1	CA03546AA	ADD: SINGLE JUNIPER SRX1500 ROUTERS FOR GEO REDUNDANT	\$ -	\$ -
1	CA03546AA-P	ADD: SINGLE JUNIPER SRX1500 ROUTERS FOR GEO REDUNDANT PRICE	\$ 15,200	\$ 12,920
1	CA03552AA	ADD: SINGLE BACKHAUL SWITCH	\$ -	\$ -
1	CA03552AA-P	ADD: SINGLE BACKHAUL SWITCH PRICE	\$ 5,206	\$ 4,425
1	CA03525AA	ADD: HW SUPPORT UP TO 18 CARRIERS	\$ 21,000	\$ 17,850
1	CA03524AA	ADD: NEW PRIME SITE	\$ -	\$ -
1	CA03531AA	ADD: PRIME SITE AC POWER	\$ 2,200	\$ 1,870
1	CA03530AA	ADD: EXTERNAL TIMING REFERENCE CONNECTION ONLY	\$ 110	\$ 94
1	CA03533AA	ADD: DSC AC POWER CABLE - US, 12 FT	\$ -	\$ -
1	UA00704AA	ADD: MULTISITE PRIME TRUNKING LICENSE	\$ 125,000	\$ 106,250
6	UA00706AA	ADD : TDMA VOTING LICENSE, PER CARRIER	\$ 96,000	\$ 81,600
6	UA00702AA	ADD: TRUNKING MULTISITE VOTING LICENSE, PER CARRIER	\$ 111,000	\$ 94,350
1	CA03749AA	ADD: ASTRO SYSTEM RELEASE 2021.1	\$ -	\$ -
1	DLN1444A	FRE: DSC 8000	\$ 10,500	\$ 8,925
1	DLN8001A	FRU: DSC 8000 AC POWER SUPPLY	\$ 1,100	\$ 935
1	SQM01SUM0320A	VIRTUALIZED PRIME SITE	\$ 9,500	\$ 8,075
1	CA03546AA	ADD: SINGLE JUNIPER SRX1500 ROUTERS FOR GEO REDUNDANT	\$ -	\$ -
1	CA03546AA-P	ADD: SINGLE JUNIPER SRX1500 ROUTERS FOR GEO REDUNDANT PRICE	\$ 15,200	\$ 12,920
1	CA03552AA	ADD: SINGLE BACKHAUL SWITCH	\$ -	\$ -
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1	CA03531AA	ADD: PRIME SITE AC POWER	\$ 2,200	\$ 1,870
1	CA03530AA	ADD: EXTERNAL TIMING REFERENCE CONNECTION ONLY	\$ 110	\$ 94

1	CA03533AA	ADD: DSC AC POWER CABLE - US, 12 FT	\$	-	\$	-
		ADD: MULTISITE GEO-REDUNDANT PRIME				
1	UA00708AA	TRUNKING LICENSE	\$	72,500	\$	61,625
6	UA00706AA	ADD : TDMA VOTING LICENSE, PER CARRIER	\$	96,000	\$	81,600
		ADD: TRUNKING MULTISITE VOTING				
6	UA00702AA	LICENSE, PER CARRIER	\$	111,000	\$	94,350
1	CA03749AA	ADD: ASTRO SYSTEM RELEASE 2021.1	\$	-	\$	-
		PRIME--MASTER SITE REDUNDANT				
1	DSTRAK91008E	MODULAR FREQUENCY TIMING SYSTEM AC	\$	44,136	\$	37,515
		1/4" ULTRA FLEXIBLE, 50 OHM,				
		CORRUGATED, COPPER OUTER				
		CONDUCTOR, LOW SMOKE NON-				
		HALOGENATED, FIRE RETARDANT, UV				
50	DSACC014J50	STABILIZED, BLACK POLYETHYLENE JACKET	\$	166	\$	141
		N MALE, PLENUM & ULTRA FLEXIBLE FOR				
4	DSNMA01450	1/4" CABLE (USE WITH PST014 TOOL)	\$	122	\$	104

Section 5

Pricing and Payment

Motorola is pleased to provide the following equipment and services as a part of this proposal.

Description	Price (\$)
Equipment	\$776,956
Implementation and Warranty Services	\$496,417
Subtotal	\$1,273,373.00
<i>Contract Discount</i>	<i>(\$116,543.00)</i>
<i>Additional system discount – Purchase by Jan 30, 2025</i>	<i>(\$6,398.00)</i>
Total System	\$1,150,432

This proposal is subject to the terms and conditions of the Orange County Master Purchase Agreement Y23-102 contract and this pricing is valid through January 30, 2025

Payment Milestones

For the System purchase financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement.

If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda.

Section 6

Contractual Documentation

Central Florida Tourism Oversight District agrees to purchase, and Motorola Solutions, Inc. agrees to sell the equipment and services more fully described in Motorola’s Proposal for Virtual Prime and Geo Upgrade, dated November 11, 2024; subject to the Orange County Master Purchase Agreement (Y23-102), together with its Exhibits; and per payments made via the Equipment Lease Purchase Agreement No. _____(the “Agreement”). The Parties hereby enter into this Agreement as of the date last signed below.

Motorola Solutions, Inc.

Central Florida Tourism Oversight District

By: _____

By: _____

Name: Daniel Sanchez

Name: _____

Title: MSSSI Vice President

Title: _____

Date: _____

Date: _____



December 23, 2025

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
1900 Hotel Plaza
Lake Buena Vista FL 32830

RE: Municipal Lease #25599

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25599 are valid for contracts that are formally board approved on or before January 23, 2025 and properly executed and returned to Motorola by 1/30/25. If either condition is not satisfied, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 West Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address _____

E-mail Address: _____
Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

Phone: _____
Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC
P.O. Box 71132
Chicago IL 60694-1132**

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

LESSEE:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT
1900 Hotel Plaza
Lake Buena Vista FL 32830

Lease Number: 25599

LESSOR:

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("*Equipment*") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("*Lease*").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on the Commencement Date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("*Lease Term*").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as a part of its budget process. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Lessee's obligation to make Lease Payments and to pay any other amounts payable under this Lease constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Lease Payments or any other amounts under this Lease. Neither Lessor nor any Assignee (described below) may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Lease.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "*Contract*") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("*Assignee*"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS." LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE NOR THE LESSEE, SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSOR, ASSIGNEE, LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "*Code*"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements applicable to Lessee where necessary and by due notification presented this Lease for approval and adoption as a

valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT. During the Lease Term, title to the Equipment will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor

determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. Nothing in this Lease operates as a waiver of Lessee's sovereign immunity. In addition, Lessee's indemnification obligations herein are limited to the financial limitations contained in Section 768.28, Florida Statutes, whether said claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arise under contract, tort or any other theory of law.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; *provided, however,* that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form

necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

17.1. RETURN OF THE EQUIPMENT. In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 17 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it

was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and *provided* that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment Dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested or sent electronically via email, to the other party at its address set forth herein or at such address as the party may provide in writing or electronically from time to time. If mailed, any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Lease in any respect.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 27th day of January, 2025

LESSEE:
CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Name: _____

Name: Uygur Gazioglu

Title: _____

Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, an entity duly organized and existing under the laws of the **State of Florida** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 25599 between **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT** and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate
this _____ day of January 2025.

By: _____
(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 25599 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 25599
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25599** ("Lease"), between Lessor and CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT, Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 24 Months

Commencement Date: February 1 2025

First Payment Due Date: February 1, 2025

3 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT (Schedule B)						
Compound Period:		Annual				
Nominal Annual Rate:		5.230%				
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	2/1/2025	\$ 1,250,437.00	1		
2	Lease Payment	2/1/2025	\$ 402,902.00	1		
3	Lease Payment	2/1/2026	\$ 457,294.46	2	Annual	2/1/2027
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	2/1/2025				\$ 1,250,437.00	
1	2/1/2025	\$ 402,902.00	\$ -	\$ 402,902.00	\$ 847,535.00	
2	2/1/2026	\$ 457,294.46	\$ 44,326.08	\$ 412,968.38	\$ 434,566.62	
3	2/1/2027	\$ 457,294.46	\$ 22,727.84	\$ 434,566.62	\$ -	
Grand Totals		\$ 1,317,490.92	\$ 67,053.92	\$ 1,250,437.00		

INITIAL INSURANCE REQUIREMENT: \$1,250,437.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25599** to that Equipment Lease Purchase Agreement number **25599** will be maintained by CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25599** , Lessee hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25599 to that Equipment Lease Purchase Agreement number 25599. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25599 and list any deductibles

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT?

3. Does the equipment replace existing equipment?
If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25599 Lease Schedule A No. : 25599

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#25599. See Schedule A for a detailed Equipment List.

LESSEE:

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease 25599) held on (Insert Date) January ____, 2025, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT (Lessee) and Motorola Solutions, Inc. (Lessor).

1. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
2. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

Under Internal Revenue Code section 149(e) See separate instructions.

OMB No. 1545-0720

Department of the Treasury Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC. Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority If Amended Return, check here

Form fields for Part I: Issuer's name (CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT), EIN, Name of person, Telephone number, Address (1900 Hotel Plaza), Report number (3), City (Lake Buena Vista FL 32830), Date of issue (2/1/2025), Name of issue (Equipment Lease-Purchase Agreement 25599), CUSIP number (None), Officer name, Officer telephone number.

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

Table for Part II with columns for issue type (11-18) and issue price. Line 14 (Public safety) has a value of 1,250,437.00.

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

Table for Part III with columns: (a) Final maturity date (2/1/2027), (b) Issue price (1,250,437.00), (c) Stated redemption price at maturity (na), (d) Weighted average maturity (2 years), (e) Yield (5.23 %).

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) NA

Table for Part IV with columns for line number and amount. Line 23 (Issue price) is NA. Lines 24-28 are NA. Line 29 (Total) is NA. Line 30 (Nonrefunding proceeds) is NA.

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.N/A

Form fields for Part V: 31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded (years), 32 Enter the remaining weighted average maturity of the taxable bonds to be refunded (years), 33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY), 34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY).

2

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:

- b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ▶ _____
- d** Enter the name of the issuer of the master pool bond ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box.....▶

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box.....▶

41a If the issuer has identified a hedge, check here and enter the following information:

- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box▶

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box.....▶

44 If the issuer has established written procedures to monitor the requirements of section 148, check box.....▶

45a If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement.....▶ _____

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent Signature of Authorized Representative _____ Date _____ Title _____

Paid Preparer	Signature				

CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT

BOARD OF SUPERVISORS REPORT 8.2

Board Meeting Date: 1/23/2024

Subject: C005629 World Drive North Phase III Design– TLP Engineering Consultants, Inc., Additional Post Design Services

Presented By: Katherine Luetzow, Manager, Planning & Engineering

Department: Public Works

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item #8.2 C005629 World Drive North Phase III for post Design services with TLP Engineering Consultants, Inc. in the amount of \$98,734

RELEVANT STRATEGIC GOALS: Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND: On April 27, 2020, TLP Engineering Consultants, Inc. was awarded the World Drive North Phase III engineering design project. Subsequently, on February 22, 2023, the Board of Supervisors approved the District retaining the services of TLP Engineering Consultants, Inc. to provide post design engineering support services. This includes providing engineering support such as reviewing and approving shop drawings, attending construction meetings, site visits, answering contractor questions, verifying alternative materials, etc.

During Phase I of World Drive North Phase III project, the wet utility designer (CHA) had an increase in scope from previously contemplated. Due to the complexity of this project, and the amount of unknowns at the start of the project, more contractor questions, meetings, submittals for review, and other such engineering support has been requested than previously anticipated at the start of the construction project. In addition, due to the contractor's construction means and methods, and an opportunity for potential cost and time savings to the District, the Construction Management Team is requesting an additional temporary traffic control design be performed by TLP Engineering Consultants, Inc. Due to the scale, complexity, and additional coordination efforts that will be required to support this effort, additional support to compensate for this additional scope is warranted. As such, this request is to add additional post design services support to this contract to address these additional items.

In addition, this contract expiration needs to be extended to provide additional time. The new expiration requested is proposed to match C006110 for Southland Construction, Inc., the Contractor for the World Drive North Phase III project.

FINDINGS AND CONCLUSIONS: Public Works has reviewed the proposal for additional engineering services and finds it justified based upon the additional scope items as detailed above. TLP Engineering Consultants was approved by the Board of Supervisors to provide post design engineering services intended to cover the entire construction duration on February 22, 2023 for \$652,422, with an additional 10% contingency on the Board of Supervisor approval (via change order). The proposed increase for the additional scope items exceeds the prior BOS contingency approval. The request is therefore to extend the expiration date and add \$98,733.34 to the contract amount to cover the additional scope items.

FISCAL IMPACT: There will be no impact on the overall budget for the World Drive North Phase III project. Funding for this request is provided through the RCID 2016-2024 Transportation Projects Ad Valorem Bonds.

PROCUREMENT REVIEW: This contract has been reviewed and approved for compliance with the District's procurement policies.

LEGAL REVIEW: This agenda item has been reviewed by the District's General Counsel.

ALTERNATIVE:

- Deny
- Amend
- Table

SUPPORT MATERIALS: See attached Scope.

Scope of Additional Services:

Consultant shall perform the following additional post design services as described below:

Project Description

The Owner is currently completing the construction of a four-lane roadway, west of the Magic Kingdom, running from the intersection of Floridian Way/Maple Road to south of the intersection of Floridian Way/Seven Seas Drive. This section of road will connect the newly constructed sections of World Drive North Phase 2 and Floridian Place. Roundabouts are proposed to provide access to Seven Seas Drive, the Grand Floridian, and the Grand Floridian Service area. The construction includes relocation of potable water, reclaimed water, and sanitary utilities (force main and gravity sewer).

Scope of Services

This Scope of Services summarizes the additional post design services (“PDS”) tasks required for relocation of the potable water, reclaimed water, and sanitary utilities (force main and gravity sewer).

These services include the additional PDS tasks required to analyze, design and develop Temporary Traffic Control Plans for a temporary road closure to construct the proposed gravity sewer line under existing Seven Seas Drive.

Post Design Services

Construction Phase – This phase will involve providing engineering services during construction and will include the following tasks:

- Request for Information (“RFIs”)
 - CHA will review and respond to an additional fifteen (15) Requests for Information related to the construction of the utilities, for a total of thirty (30) RFIs.
- Construction Meetings
 - CHA will participate in an additional eighty (80) weekly progress/coordination meetings. CHA will be prepared to attend the progress/coordination meetings and respond to questions related to the construction of the potable water, reclaimed water, and sanitary utilities, for a total of ninety-eight (98) Construction Meetings.
- Shop Drawings
 - CHA will review up to an additional eighty (80) submittals/resubmittals, as compared to the original scope, which includes the one-hundred forty-one (141) submittals reviewed to date plus an additional twenty-five (25) submittal reviews including but not limited to bore/directional drill paths, conflict resolution with other utilities, construction phasing/connections to existing systems, testing plans, etc.
- Plan Revision for Temporary Closure of Seven Seas Drive
 - TLP will perform (1) field review to evaluate existing conditions and the proposed detours.
 - TLP will attend (6) meetings with CFTOD to discuss the temporary closure of Seven Seas Drive and Temporary Traffic Control Plans provide detour during closure.
 - TLP will analyze and design a temporary U-Turn on Seven Seas Drive for road closure.
 - TLP will develop a Temporary Traffic Control Revision of the construction plans for the temporary U-Turn on Seven Seas Drive.
 - TLP will analyze and design a temporary detour plan for the Seven Seas Road closure.
 - TLP will develop a Temporary Traffic Control Revision of the construction plans to detour traffic for the Seven Seas Road closure.

Schedule:

Consultant’s Services, including any additional Services hereby authorized, shall be completed on or before **July 9, 2027**, it being understood that time is of the essence in this Change Order.

Central Florida Tourism Oversight District's Owner's Representative: **Katherine Luetzow**
Phone Number: 407-840-1246

Terms and Conditions:

This Change Order shall be governed by the terms and conditions of the Agreement for Professional Services No. C005629, dated April 27, 2020, and supersedes all prior negotiations, qualifications, and terms for the changes in scope specifically set forth in this Change Order.

The total amount of this Change Order is fair, reasonable and mutually agreeable, and includes all applicable taxes, insurance, bond or corporate guarantee, delivery, supervision, overhead, profit, labor, labor impact, materials, changes, cardinal change, delays, acceleration, inefficiency and cumulative impact, or any claims, lawsuits, actions or causes of action therefor, and the Consultant hereby waives, releases and forever discharges any and all claims, lawsuits, actions or causes of action for such items associated with or related to the Services covered by this Change Order. Without limitation on the foregoing, the parties hereto specifically acknowledge that it is their intent to hereby waive, release and forever discharge any and all cardinal change or cumulative impact claims, whether known or unknown, whether in law or in equity, whether contingent or non-contingent, and whether past, present or future, arising out of or in connection with this Change Order.

OWNER:
CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a Reedy Creek Improvement District

CONSULTANT:
TLP ENGINEERING CONSULTANTS, INC.

Signature: _____

Signature: _____

Print Name: Charbel Barakat

Print Name: _____

Title: Vice Chairman of the Board of Supervisors

Title: _____

Date: January 23, 2025

Date: _____